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A Critical Discourse Analysis of the Marriage Certificate (Nikah Nama) in Pakistan

Jabreel Asghar *

Abstract

This research paper looks at the language use to exploit and propagate certain stereotypes imposing on the parties involved in the institution of marriage. A critical discourse analysis with a field, tenor, mode approach uncovers how bride and bridegroom are deprived of their consents on various issues and are socially forced to accept the assumptions created by prevalent social norms. The study exposes how the use of certain discourses and lexical choices restrict the participants to overlook or discard other options which could be otherwise legally and religiously granted to them. The study emphasizes that the current marriage certificate (Nikah Nama) needs to be thoroughly revised in order to eliminate language exploitation and allow both parties to be well aware and exercise their rights before giving their consent in good faith, predetermined by the social taboos.

Key Words: CDA, Stereotype Reinforcement, Language and Power, Biased Language, Gender Perspectives

Introduction

Marriage contract (henceforth Nikah Nama) is an important document with religious, legal and social implications in Pakistani society. In Pakistani society, this document not only joins two individuals and two families, but it also significantly changes the perspective of life for people involved. It determines their future roles and responsibilities in the light of religious and social norms. The Nikah Nama records those facts and conditions of the Nikah which have been settled between the parties, and after being registered, it serves as proof of marriage and being a public document is acknowledged in a Court of law as a piece of evidence in any dispute about the marriage (Khan & Khan, 2019). The current Nikah Nama form is based on rules No. 8-10 of the Muslim Family Ordinance 1961 and has not been updated since it was created. Having come across the document on several social and personal circumstances, various aspects of the documents captured my attention and highlighted how

ambiguous discourse pre-determines and supports various stereotype assumptions in a legal document. A critical analysis of the discourse of the document highlighted the use of discourse to propagate certain stereotypes and exploit both parties involved. The analysis also points out how the document overlooks the power of their right and consent on several aspects that immensely affect and determine the course of future action affecting both spouses, and in many cases, their offspring as well.

Literature Review

Critical discourse analysis (CDA) means not only the language but also the forms of semiosis such as body language, paralinguistic features or visual images in a written text. While analyzing a text critically, a critical analyst not only focuses on the text but also on the layout, photographs, diagrams, graphics etc., which provide insight into the mood of the text as

* Faculty Member, Higher Colleges of Technology, Al Ain, Abu Dhabi, United Arab Emirates. Email: jasghar@hct.ac.ae

well as that of the text producer. This is what [Fairclough \(1992a\)](#) calls texture and finds it rather a challenging part of CDA. He adds that textual analysis should mean the analysis of the texture of a text, its form and organization, and not just commentaries on the contexts of the text, which usually ignores texture. In addition to providing insight into what is present in a text, a textural analysis also gives information on the absent elements in the text, equally significant to know the text.

[Fairclough \(1992a\)](#) views CDA as three-dimensional: text, discourse practice (interaction) and sociolinguistic practices (context). The first level of the discourse model is a text which includes all forms of communication (written, spoken, visual). Analysis of a text can be made from different perspectives. A linguistic analysis should be sensitive to the representation, categories of participants, construction of their identities and their relationships with one another and also with other institutions and groups. Both presence and absence of such elements are significant to give insight into the issues. Fairclough suggests four levels for linguistic analysis: text structure, cohesion, grammar and vocabulary.

The second level of discourse practice in Fairclough's model links to text and sociocultural practice. Discourse practice involves receiving and producing messages. [Fairclough \(1992b\)](#) maintains that "discursive practice is constitutive in both conventional and creative ways, i.e. it contributes to reproducing social society (social identity, social relationships, systems of knowledge and belief) as it is, yet also contributes to transforming society" (p 65). ([Gee 2005](#): 1) believes:

"Discourse practice signifies the context which ultimately means the very shape, meaning, and effect of the social world – the various social roles people play, the socially and culturally situated identities they take on, the social and cultural activities they engage in, as well as the material, cognitive, social, cultural, and political effects of these".

It is at this level where ideologies and sociocultural patterns are shaped and also shape the sociocultural practices. Discourse types and genres

are also produced at this level. Thus the contextual analysis involves "the situational context (questions about time and place) and the intertextual context (looking for additional texts/information about or from producers and their product) as central for the process of interpretation" ([Janks 1997](#): 37).

[Fairclough \(1992b\)](#) establishes that analysis of discursive practice should involve the analysis of the text at the micro as well as macro level. Microanalysis involves a precise focus on several questions: how is the text produced, who are the participants, what are the circumstances, and what linguistic devices have been used. In other words, microanalysis mainly focuses on linguistic analysis, using framing for interpretation. On the other hand, the macro analysis looks at the nature of members' resources that are being drawn upon in order to produce and interpret texts. The macro analysis also aims to inquire whether the analysis is conducted in a normative or creative way. Both of these analyses are interrelated and complement each other to give a more vivid and reliable interpretation.

The third level of Fairclough's discourse modal is sociocultural practice, which maintains that discourse has the potential to influence social structures and can play an active role in bringing change. It has various dimensions – economic, political, cultural, and ideological, and [Fairclough 1992b\)](#) believes that discourse has the potential to connect all of these dimensions without any of them being reducible to discourse.

In order to understand the third level, it is essential to view it from the perspectives of ideology and power. Ideologies are abstract thoughts that can be/are applied to reality, and they are produced and reflected within the discourse. The main purpose behind an ideology is to offer a change in society. To [Fairclough \(1992a\)](#), the function of ideology is to construct texts which constantly and cumulatively 'impose assumptions' upon the interpreter and the text producer, typically without being aware of them. Ideological assumptions are beliefs that the text producer unconsciously makes in the perspective of his/her social knowledge, and these are decoded by the interpreter. CDA establishes a relation between social practices and assumptions which underlie discourse. Ideology has its roots in the Marxist notion

of false consciousness, which emphasizes that material and institutional processes in capitalist society mislead the proletariat (the lower class) over the nature of capitalism. The proletariat is not aware that they are under this ideological control. The powerful group tries to impose ideology invisibly. Ideology critique is critiquing, and thus making visible the ideology of the powerful group who use particular values and practices to exercise their power and get control over the proletariat. [Fairclough \(1992 a\)](#) believes that Ideologies are most effective when most invisible. Invisibility is achieved when they are brought to discourse implicitly, leading the interpreter to 'textualize' the world in a particular way.

Discourse structures create power relations in terms of how we negotiate our relative status through interchange with others ([Thomas, Wareing, Singh, Peccei, Thornborrow & Jones: 2004](#)). [Fairclough \(1992a\)](#) and [Fairclough & Wodak \(1997\)](#) view language as having two versions of power: power in discourse and power behind discourse. By the former, they mean the power appears in lexical choices, and syntactical structures, e.g. directive speech acts, imperatives etc. The latter includes power behind discourse where "the whole social order of discourse is put together and held together as a hidden effect of power, e.g. the hidden power of media discourse to influence/change" ([Fairclough 1992 a: 46](#)).

Thus Fairclough's three-dimensional modal denotes that language is a part of society, and it can be interpreted in the perspective of the interaction with the context. This also refers to the fact that culture and society are composed of discourse. [Wodak \(1996\)](#) says that every instance of language use makes its own contribution to reproducing or transforming culture and society, including power relations. However, [van Dijk \(1988\)](#) and [Fairclough \(1992 a\)](#) highlight that the analysis of discourse practices should not analyze the text artificially isolated from analysis of institutional and discourse practices within which texts are embedded.

Analytical Approach

[Fairclough \(1992 b\)](#) believes that critical linguists tend to place too much emphasis upon the text as a

product rather than as a process, "which places a one-sided emphasis upon the effects of discourse in the social reproduction of existing social relations and structures" (p 28). In line with Fairclough, I have kept the focus of my analysis beyond the text production. The main framework for this analysis is that of field, tenor, mode to analyze the textual, intertextual and contextual relations at various levels. I have also broadly used the systemic-functional approach to analyze the text at a linguistic level for interpretation of lexical choices and syntactical structures in the context. It is argued that the contextual analysis involves "the situational context (questions about time and place) and the intertextual context (looking for additional texts/information about or from producers and their product) as central for the process of interpretation" ([Janks 1997: 37](#)). Considering the socio-religious nature of the document and the content throughout, I have aimed to contextualize the contents for a meaningful analysis.

Overview of a Typical Middle-Class Marriage in Pakistani Society (inter-contextual content)

This section gives a brief overview of a typical middle-class marriage in Pakistan. Marriage is a Muslim family in Pakistan that has religious, social and legal perspectives and is considered an important and sensitive matter in society. Marriages in Pakistan are conducted assuming that they will continue for life. The concept of divorce or remarrying a different person is highly objectionable, undesired and in many cases socially disapproved despite both religion and law allow it.

The process of marriage starts with the proposal being sent to the bride's family by the bridegroom's parents/guardians/relatives. Both families visit each other to see the suitability of the proposal for both families. If the initial meeting between the parents of both families is amiable, the significant relatives from both families meet and socially interact with each other during several visits. If both families reach a mutual agreement, the proposal is finalized, and the date of the marriage is fixed. In many cases, only engagement is announced initially, and an agreed interim period is specified before the wedding ceremony takes place. During this interim period,

both families visit each other on various occasions. However, the would-be bridegroom and the bride are officially not allowed to interact. Although with the changing times, the majority of families unofficially allow both would-be partners to communicate on the phone, pretending that nobody in both families is aware of this communication. Sometimes a few days ago, and in the majority of cases on the wedding day, close relatives in both families sit together and finalize terms and conditions, which is mainly a single point agenda, i.e. *Mehar*.

From an Islamic viewpoint, it is the bride's prerogative to decide the amount of the *Mehar*, but as a general practice, the parents of the bride make a decision, and the bride, almost in 100% cases, never objects to the amount whatever it is fixed. The bridegroom's family also tries to negotiate the amount and insists the amount be lower, whereas the other side aims to have an amount as high as possible. In the presence of parents, the bridegroom is expected not to interfere or disagree with what his family proposes.

Another condition in *Nikah Nama* is that of monthly allowance for the bride. Usually, the bridegroom's family resists this condition because if an amount is fixed, the bride can claim this amount in the court of law in case the bridegroom does not pay the expenses as agreed in the agreement. According to Islamic law, the husband has the right to divorce and terminate the marriage agreement, whereas if the wife wants a separation, she would be able to end the marriage only through the court of law. The law allows giving the wife the right of divorce, i.e. she can divorce her husband without involving the court. Finally, the law also allows curtailing the husband's right of divorce if mutually agreed by both parties. In *Nikaah Naama*, there is another clause in of "other conditions" mutually agreed upon by both parties. However, in the majority of the cases, none of these conditions is discussed or negotiated. It is a common notion among people that these conditions are not important for various reasons. For example, it is a bad omen to talk about divorce, or it is unethical to demand monthly expenses for the bride, or it will create bitterness from the first day if the bride's family puts any condition or demands. The bridegroom's family, including the bridegroom, is

also of the same opinion in such circumstances. The bridegroom's family insists on no or minimum liabilities to be entered in the form.

On the wedding day, an officially appointed person by the government; usually, an Imam (the prayer leader in the mosque), fills the form and, along with the bride's father or some elder relative and witnesses, reads a quick summary of the Nikaah (names of the bridegroom and his father, and amount of *Mehar* to inquire if the bride willingly accepts these terms? In usual circumstances, 100% of brides accept this proposal and sign the agreement without reading the entries. The same procedure is repeated with the bridegroom, who also agrees to the proposal and signs the form without reading the agreement. Both bride and bridegroom do not read the agreement first because they have trust that their parents have checked and agreed upon all the details, and secondly, there is no time, nor it is a custom, to give time to read and discuss the terms. If anyone of the couple would wish to read or negotiate any of the terms and conditions, considering the social norms, it will be taken as a gesture of mistrust and rebel and is most likely to be harshly discouraged by the respective family. The severity of discouragement might be lighter in the case of the bridegroom. In the bride's case, even before the wedding day, she might well be unaware of all the details and if she would be discouraged if she insists on having a specific condition. Likewise, prior to the wedding day, if the bridegroom intends to accept any demand, he would face resistance from his family. Therefore, in arranged marriages, parents of both partners have undeclared authority to fix all terms and conditions, and both bridegroom and bride have to adhere to these conditions. This right of parents is highly respected and acknowledged in society based on the assumption that parents are experienced and mature

People and can take care of such issues more wisely.

Contextual Analysis of Nikaah Naama

The form titled *Nikah Nama* (marriage certificate) under rules No 8 and 10 of the Muslim Family Ordinance issued in 1961, 98, 1961) is a two-page legal size one side printed, officially designed document to register a marriage in the area. It is available in Urdu and English with identical

translations. However, there are several versions of English translation available used by overseas Pakistanis outside the country. These translations in various countries may differ in layout, but unanimously all of the translated versions follow the original Urdu version officially issued by the government of Pakistan. I have used the official English translation available in Pakistan from any marriage registrar’s office, which is a carbon copy of

the Urdu version in terms of clauses, language and the layout except in one clause 18 that will be discussed at an appropriate place in this analysis. There are 25 clauses in the form, in addition to 12 spaces for signatures of the marrying partners, witnesses, attorneys, the person who solemnizes the marriage, and space for the seal and signature of the officially appointed registrar.

Table 1.

	Name	Marriage registration certificate (Nikaah Naama)
Field (what)	Social context	Government/administration (Law). Precise language with imperative tone. Highly formal. Establishing the unconditional acceptance of each part of the text.
	Communicative purpose	Permission, registration and legal validity of marriage contract
	Roles	There is an unequal power relationship between the author (the state) and the audience (marrying partners and other concerned) of this text. Further, there is unequal power among the audience.
Tenor (who)		Mutual acceptance of religious, legal and social expectations/conditions regarding marriage.
	Cultural values	Assumed authority of the law and father/guardian of both spouses to make all kinds of decisions regarding marriage. The willingness of marrying partners to unconditionally accept both types of authority mentioned above.
Mode (how)	Text context	legal document
	Formal text features	Single sentence paragraphs/clauses with the absence of the subject. Imperative structures.

The questions or clauses in the document can be broadly classified into three categories: names and addresses of the marrying partners, their attorneys and witnesses; terms and conditions of the marriage, e.g. *Mahar*, right of divorce, other conditions; background check on the marital status of both marrying partners.

All the clauses have been written in one to two-word questions, phrases or passive structures, except four clauses written with a direct actor of the main verb: clause 18 (*whether the husband has delegated the right of divorce to the wife. If so, under what conditions*), clause 21 (*whether the bridegroom has an existing wife? If so, whether he has secured the permission of Arbitration*), Clause 21a (*whether the bridegroom is widowed or divorced*) and clause 21b (*whether the bridegroom has ant previous wife or wives?*). In all other cases, the clauses seek

information either in brief phrases or in passive sentences.

The state is the information seeker, and the bridegroom and the bride are presumably the addressees of the entire form in all the clauses.

Experiential Metafunction (Field)

The document contains 64 references to various nouns and verbs with legal attribution, 22 references related to administrative process, and 14 references are made towards the topic (Figure 1). By administration, I mean the words that have been used to fulfil administrative issues to complete the process of marriage; legal refers to the words directly linked with legal requirements to validate the marriage, whereas topic means the noun directly linked with the main topic of this document, i.e. marriage.

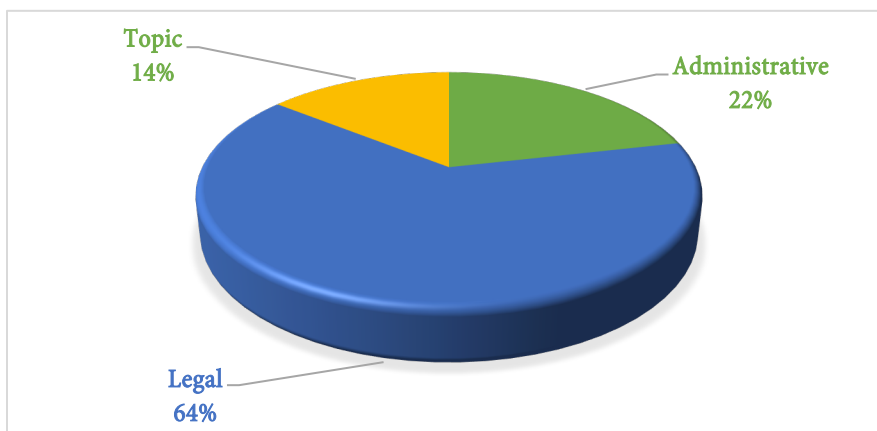


Figure 1: Experiential metafunction in *Nikaah Nama*

All these references have often occurred more than twice, in many cases, several times; however, I have counted each reference only once in each category. For example, the noun 'bride' repeatedly appears in the form, but I have counted it as one representation of the noun related to the topic. A large number of participants related to the administrative category and even a larger number in the legal category is expected in a legal document such as this. However, out of three categories, the category of topic has only 14% reference to the related participants, which denounces how the topic, i.e. marriage, in a marriage process, has been over dominated. As I would argue later that the document is heavily guided by the prevalent social practices in Pakistani society, figure 1 shows the low empowerment of the bridegroom and the bride.

Language as Representation (Tenor)

[Fairclough & Wodak \(1997\)](#) view language as having two versions of power: power in discourse and power behind discourse. By the former, they mean the power appears in lexical choices, and syntactical structures, e.g. directive speech acts, imperatives etc. The latter includes power behind discourse where "the whole social order of discourse is put together and held together as a hidden effect of power, e.g. the hidden power of media discourse to influence/change" ([Fairclough 1992 a](#): 46). I find both types of powers at work in the document in question. I will uncover both types of power in the following sections.

Like a typical legal document, *Nikaah Nama* apparently aims to use gender exclusive language to ensure impartiality, probably due to the nature of this document that involves gender roles to be explicitly referred to. However, the segregation of gender in terms of representations and authority is visible and throughout established power relations between various participants.

Representation of the State

The document throughout explicitly demonstrates the authority and overwhelming representation of the state. In addition to 12 spaces for signatures to make the document legally valid, out of 25 clauses, 14 clauses (5a, 7, 8, 9, 10, 11, 12, 13 20, 21, 21a, 21b, 22, 23 and 24) directly record information to fulfil legal requirements. Whereas only six clauses (14, 15, 16, 17, 18 and 19) are specified to secure the rights and responsibilities of the bridegroom and bride. The document uses indirect language, phrases and close questions to record information, which establishes the authority of the state.

While talking about the texts of legal documents, [Wharton \(2009\)](#) argues that legal texts are bureaucratic texts with established power distance between an institution and an individual. She continues that such texts are significant in a wider social perspective for two reasons:

First, it has a concrete function in a wider social context; the consequences of filling it in are potential of major significance in the life of the individual.

Second, it is a mechanism through which the institution imposes a framework for interaction upon the individual; the individual is obliged to communicate within the language framework imposed by the institution. (Wharton, 2009: 4)

In this perspective, when we view the said document, we realize that it confirms Wharton’s viewpoint. Although the document is a contract with the state as an arbitrator, the document does not address the bridegroom or groom or other participants at any point, which, on the one hand, establishes the authority of the state over the respondents and other participants at the macro level. On the other hand, it empowers various participants of the document in their respective areas that speaks of the state’s authority to determine who is to be empowered to what extent.

Representation of the institution of the family

The document also establishes the power of the state in discourse by avoiding direct actors of the verb and using passive structures as well as ambiguous phrases. Apparently, it is only the state that is giving directions to complete the legal contract, but other non-state participants (such as parents of the marrying partners) have power behind the discourse, which is not mentioned but fully practised in a typical

marriage on issues of *Mahar*, divorce and other matters.

Sometimes, the power of the institution of family (or parents) is reflected in the lack of representation of the bridegroom and the bride, e.g. in the clauses related to terms, and conditions regarding *Mahar*, delegating the right of divorce or agreeing on other conditions linked with the future life of both partners. On such occasions, the bride appears even more powerless than the bridegroom does due to lack of representation in such clauses. The document might have been selected not to address participants to avoid confusion or to keep the language concise. However, while fulfilling this requirement, the discourses in the document have been formed in a way that ultimately reflects

Ideologies and shape the social practices accordingly.

Representation of the Bridegroom and the Bride

Statistically, there are seven clauses directly related to the bridegroom (clauses 18, 19, 21, 21a&b, 22 and signature), whereas three clauses directly relate to the bride (clauses 5a, 6 and signature), which implies more power assumed by the bridegroom than the bride does. As Figure 2 shows, that compared to the bride, the bridegroom is represented as higher as twice.

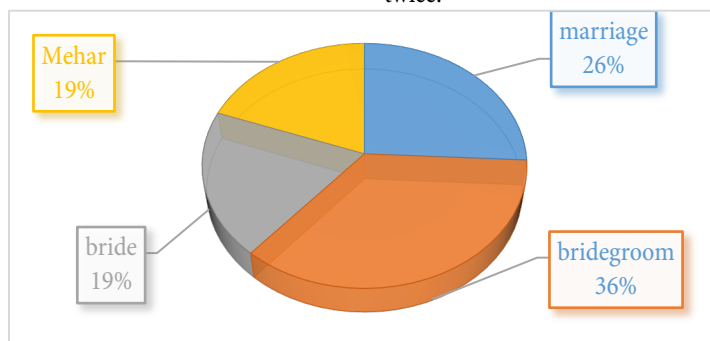


Figure 2: Representation of the Bridegroom and the bride and other topic related Participants

In these representations, I have included only those references which are not administrative and directly relate to both participants’ rights and responsibilities (Clauses 2,3,4,5,6,18,19,21,21a,21b,22 and space for signatures of both participants to show their consent).

It is interesting to note that clauses 5a and 6 inquire about the bride’s previous marital status, whereas clauses 18 and 19 are related to the delegation of the husband’s right of divorce. Though this clause apparently aims to empower the bride in the long run, it shows the bridegroom’s (who is titled

as husband only in these two clauses – socially a more authoritative role) established power which he might grant to his bride (addressed as wife only in these two clauses). The notion of authority lies in the fact that the bride has the right to demand the right of divorce, but the said clauses represent the bridegroom (or husband) as solely having the freedom of delegation, and the bride is only a receiver or beneficiary of this delegation. It also reflects that the document apparently views the bridegrooms and the bride (the roles before the marriage is registered) at a disadvantageous position with the empowered institution of the family. However, in the role of husband, the bridegroom explicitly gains power as head of his family.

With the exclusion of two clauses of the name and age of both marrying partners, the document presents an unequal representation of both participants, despite the fact that both participants have the same legal rights and responsibilities to accept and abide by the agreement. The document seems to increase the significance of one partner (bridegroom) by over-representing him (Figure 2). On the other hand, the document also seems to suggest a limited role and responsibility of the bride in this agreement.

This difference of frequency and the bridegroom's varied level of empowerment over the bride may be referred to in the Quranic verse stating that the husband is responsible for the bride's living expenses. However, the bridegroom's capability of fulfilling this responsibility is not recorded anywhere in the entire document, which establishes assumptions about the bridegroom's financial condition to be sufficient to perform his responsibilities in line with the Quranic injunction. Various schools of thought maintain that superiority of man in conjugal relation is only in terms of providing living expenses to wife. In all other spheres, they have equal rights, and they mutually share various responsibilities in domestic issues. Ironically, the discourses of the document establish the husband's authority but do not record his capability in the single domain where he owns proclaimed authority. Once again, discourses in this form shape the social practices through creating suitable discourses and by strengthening the existing notions. Clauses 18 and 19 become insignificant considering

that in a vast majority of cases, it is a general practice by both parties to ignore these clauses completely. In lower and middle-class families, there is no concept of delegating the right of divorce to the bride. A few educated families might consider this empowerment of the bride, but generally, the whole society finds it a bad omen to discuss the issues of divorce at this point.

Assumptions made in the form and their Implication

This section discusses certain assumptions the text of this document seems to maintain, which eventually put the bridegroom, the bride and the institution of marriage at a disadvantageous place. The document assumes that the previous marital status of the bridegroom and bride have different levels of significance. In the second question, after asking the bride's name, the document inquires about the previous marital status of the bride in clause 5

(whether the bride is maiden, widow or a divorcee), even before asking her age. Unlike the bride where her previous marital status is squeezed in between her name and her age, clauses 2 and 3 inquire about the bridegroom's name and age, respectively, keeping his previous marital status ambiguous (or single by default) until clause 21 (*whether the bridegroom has any existing wife, if so, whether he has secured the permission of the Arbitration Council under the Muslim Family Law Ordinance, 1961, to contract another marriage*). Clauses 21a/b investigate further information whether the bridegroom is divorced or widow and details of children if any. By law, both bridegroom and bride are bound to declare their previous marital statuses, but the choice of discourses reflects gender bias by registering the bride's previous marital status inserted between her name and age, implying it is one of the essential information. Whereas the bridegroom's status is delayed until the closure of the form, presenting it as more an administrative issue than conjugal. In the perspective of Islamic law of marriage, it is established that a woman is not allowed to marry two partners simultaneously while a man can do. However, the state law in this respect restricts man's freedom of remarrying, and allows it provided his first wife, if alive, has given him written permission

on a legal document. Hence, both participants, in this case, hold equal responsibility but the document, influenced by social practices, places the bridegroom's responsibility at a secondary position. It is very much in line with the prevalent Pakistani society where a woman's maidenhood is typically significant than that of a man. The bridegroom's marital status (21, a, b, 22, 23) shows that the bridegroom's previous status is more complicated and involves legal parameters than that of the bride. Still, high priority to confirming the bride's previous status in the document reflects a general approach of having different perspectives on the marital status of both genders.

The document assumes that the payment of *Mahar* is the responsibility of the bridegroom's family, and the agreement on the amount is to be settled by the parents of both marrying partners.

In the perspective of Islamic law and guidance, *Mahar* is the money that the bride has the right to claim, and the bridegroom has to agree upon the amount of the *Mahar* and other related conditions and mode as well as the time of payment. Clauses 13-17 deal with the amount, nature and conditions, if any, of the *Mahar*, but at no point, the bride's consent on the amount and nature of *Mahar* is sought on the record. It might be argued that their consent is in the form of their one-time signature at the end of the form. However, as discussed in the section above on the process of a typical marriage in Pakistan, the bridegroom and the bride have limited or no role in decision making in this regard. The ambiguous language of these clauses apparently suggest that the state does not identify a single person (presumably the bridegroom) as responsible for this payment:

Clause 13: Amount of Mahar:

Clause 15: Whether any portion of the Mahar was paid at the time of marriage. If so, how much:

Clause 16: --- whole or any portion of the Mahar, with the specification of the same and its valuation, agreed to between the parties:

The absence of any active participant in clauses 13 and 15 are highly contrasting with reference to the parties in clause 16, though in a weak form as a receiver of the main action rather than the actor of the action. It is a common practice in legal forms that it starts with defining terms used in the form, e.g.

party 1, 2 etc., to clarify responsibilities assigned. However, the document in question, despite being a legal document, does not define the main participants of this contract, i.e. the bridegroom and the bride; rather, it involves ambiguous references to various responsibilities to individuals not existing in the text. This negligence highlights that the form is highly influenced by the social practices of society. It does not realize that the court of law in the country would not consider those social practices and would hold only the bridegroom and the bride responsible for breach of any clause of this agreement. For example, the bridegroom, not the parents, will be answerable to the court in case of non-payment of the *Mahar* if sued by the bride.

Language in clause 14 establishes the assumption that *Mahar* would be fixed in two forms with part of it would be paid immediately on the spot and the rest amount will be paid later:

Clause 14: The amount of Mahar Moajal (to be paid immediately) _____

and the amount of Mahar Mowajal (to be paid later) _____

This assumption is contrary to the Islamic law that maintains that *Mahar* can be paid either immediately, or later or partially in more than one instalment as agreed by the bridegroom and the bride. It does not need to be paid necessarily in two forms, as *Nikaah Nama* suggests. In this respect, the language, as well as the order of the questions, needs to be revised. The document should first ask what type of *Mahar* has been agreed upon (*Moajal* or *Mowajal*) followed by specifications as relevant.

Nikaah Nama reflects gender bias by assuming that men (and their families) tend to deceive and lie, whereas women (and their families) are unlikely to perform such an act. Therefore, the bridegroom's claims of previous wife and children must be verified through legal documents submitted at the time of marriage (clause 21, 21 a/b & 22). However, the bride or her family is not asked to provide any documented proof of the bride's divorce or death certificate of her last husband, if applicable. In this respect, only a simple Yes/No response about her previous marital status is considered sufficient. This aspect becomes even of vital importance in the perspective of the Islamic law that, unlike a man, a woman cannot

marry without cancelling her first marriage. If she does, it will be a serious crime to be severely punished by the religious code of law (*had*) as well as by the law of the country. On the other hand, if a man remarries without seeking the consent of his first wife/wife, he will be punished only by the law of the country in the form of a fine and/or imprisonment followed by cancellation of the marriage in question. In this perspective, seeking fully verified legal proof from the bridegroom and relying on a simple closed answer by the bride on the same issue is an explicit act of gender discrimination on the part of the state.

It is also assumed that the bridegroom is earning well at the time of marriage, and he is able to and will bear all the living expenses of the bride. According to the Quranic law, the husband is responsible for all kinds of expenses of the bride after the marriage. However, the document in question does not deem it necessary to inquire about the occupation and financial income of the bridegroom and does not estimate his capability to fulfil his financial responsibilities. This ambiguity again confirms [Gee's \(2005: 1\)](#) viewpoint that discourse practice signifies the context, which "ultimately means the very shape, meaning, and effect of the social world".

Interpersonal Metafunction (mode)

Overall, this document is a good example of how society and discourse interact and influence each other. Although the document has been created by the state to protect the rights of bridegroom and bride, it does not entitle them to make decisions about their future life. Exactly the same way, the social system in Pakistani society does not allow a marriage to take place without the full consent and approval of both families. In a typical arranged marriage, all the terms and conditions will be determined by the parents and bridegroom, and the bride would have very little or no involvement in the whole procedure. In line with the same social practice, the document in question allows minimum decision-making power in the marriage agreement.

Following the social practice of male-dominated relations in society in general, the same discrimination has been conducted towards the bride in the document by placing her secondarily whenever there is a choice between the bridegroom and the

bride. For example, in clauses 13-17, which are related to the bride's prerogative of *Mahar*, there is no active participants to claim this right. All the clauses use phrases without referring to who is claiming *Mahar*. It rather focuses on payment of *Mahar*, which is to be made by the bridegroom. On the contrary, in clauses 18-19, the bridegroom becomes an active participant to delegate the right of divorce in order to empower the wife, which is just the transfer of power from husband to wife provided both parties mutually agree. It is a clear example of empowerment and confirmation of the social stereotype dominant role of men.

Conclusion

The document *Nikah Nama* confirms the claim that social practices influence discourse, and consequently, discourse shapes and strengthens similar practices. Marriage in Pakistani society is marked with immense parental, familial and social control, and any marriage without the approval of these stakeholders is socially not appreciated. The writers of *Nikah Nama* have intentionally and/or unintentionally followed the priorities of these stakeholders to create a legal document with social, cultural and religious ideologies embedded within the texts, several of which are stereotypes at times. The text writers failed to challenge the stereotypes as well as the status quo at the cost of the rights of the bridegroom and the bride. The clauses in the form do not represent, reflect and protect the rights of the marrying partners, rather put them in a disadvantageous position. The rights of the bride are to be protected in particular first because, as compared to the bridegroom, she has far less role to play in the decision making of her marriage and negotiation of the conditions on her terms. Secondly, after marriage, she is totally at the mercy of her husband, who most probably has the single sided right of divorce that could be used as a major tool of exploitation. As mentioned earlier, it is a common practice that the bride's family does not consider it appropriate to employ any conditions to support and secure her future life. Consequently, the husband determines her needs. Her situation becomes even worse if her husband is unemployed, something never inquired of the bridegroom in the document. It is a common practice that the bridegroom and the

family of the bridegroom often make false claims about the financial condition of the bridegroom, but reality sometimes is usually the opposite of what was claimed.

The bridegroom has also faced discrimination at different levels in this document. First, at the moral level, he is discriminated against as being viewed as unreliable in comparison with the bride. He is bound to prove his truthfulness by providing legal documents about his previous marital status, if any, whereas the bride is not required to provide any such document if it applies. The bridegroom also seems to have not much freedom in terms of making decisions regarding the right of divorce, agreeing on other terms and conditions and negotiating the amount of *Mahar*.

To sum up, revision of the document is essential to maximize equal representation and equal safety of both the bridegroom and the bride for a prosperous and more secured future life. The role of the family in a marriage cannot be denied as in Pakistani society; both families interact quite closely and frequently. However, their role should not be maximized at the cost of the rights and freedom of the marrying partners. In the perspective of a large number of domestic disputes, the state should take a step ahead to become a more responsible stakeholder in the process rather than just serving as a registration point of the marriage. The well-being of its citizens is the responsibility of a state, and the state cannot shirk off this responsibility by observing the social practices rather than challenging the practices that exploit the citizens of the state in various domains.

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