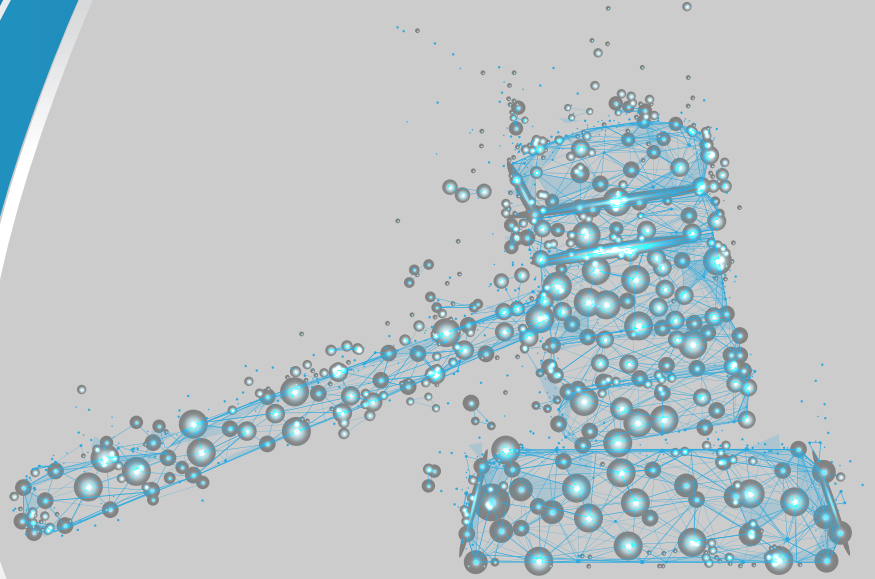




حازم المدني
Hazim Al Madani
محامون ومستشارون قانونيون
Attorneys & Legal Consultants

Case for Dowry by Virtue of Divorce Instrument Issued Outside the KSA





Case for Dowry by Virtue of Divorce Instrument Issued Outside the KSA

Case Summary:

Our client is a non-Saudi national (resident in the KSA) and her divorced husband is also non-Saudi one (resident in the KSA). Their marriage contract was concluded by the KSA Courts and the husband divorced his wife in his country that is different from hers as each is of different nationality.

Our client claimed for the procurement of divorce instrument from the KSA and for obtaining the deferred payment of dowry stipulated in her marriage contract concluded in the KSA. While there is no convention on the enforcement of foreign judgments rendered in Yemen, the husband's homeland, the only solution was to lodge a case with Riyadh Personal Affairs Court.

Our client claimed that she had been divorced by her husband in Yemen without her knowledge and that she had found a copy of the divorce instrument in his personal effects by chance.

We have addressed a lawyer in Yemen who could procure a true copy of the said instrument which had authentications of Yemeni Courts, Yemeni Ministry of Foreign Affairs and the Saudi Embassy in Yemen very shortly before the status quo.

Since getting the said instrument, we have authenticated the same with the Foreign Affairs and Justice Ministries in Riyadh. Thus, such an instrument is a one that is true and unrepeatable except for forgery.

Case Merits:

Our client lodged a case claiming that she was married to a Defendant (Yemeni national) in 1428 A.H. for a dowry the down payment thereof is 20 thousand Saudi Riyals and the deferred payment thereof is 100000 Saudi Riyals; they have been blessed with three children; and that her husband has divorced her by virtue of divorce instrument given in the Republic of Yemen. The Plaintiff implores the Defendant to pay her both the down and the deferred payments of dowry. The Defendant declared that she is his wife adding that the contractual dowry is not true; that they have agreed on true dowry in the amount of ten thousand Riyals only; that there is no deferred payment of the said dowry; that the stipulated dowry is fictitious one which was stipulated so that the wife would be proud in front of her family; that he has paid her one thousand Riyals and is thus in debt of nine thousand Riyals only; and that he has no evidence except for administering her oath. As for the divorce instrument given in Yemen, the Defendant stated that such a divorce is fictitious one just for marriage to

another Moroccan wife as the Moroccan Law requires either consent by the first wife or to provide an instrument evidencing her divorce; that he asked a Yemeni religious scholar who has told him that by the issuance of such instrument, divorce has entered into force and that he had to return to his wife. Accordingly, the Defendant submitted a document issued in Sana'a denoting that the Defendant has returned to the Plaintiff. Defendant added that he had quarreled with his wife because of her mother and had summoned the police and conciliation was concluded on the basis that she took one child and left the remaining ones to him.

We replied that the letter submitted by the Defendant had no official authentication; that the Defendant's statement on dowry is a mere unfounded and ungrounded one given that he has acknowledged divorce and that the teachings of Islam do not accept divorce to be fictitious or untrue and that divorce inevitably enters into force upon the utterance thereof.

The judge ordered the Plaintiff to swear that she has received one thousand Riyals only of the dowry, and she did.

Based on the Defendant's acknowledgment and the Plaintiff's oath, the judge ruled for the establishment of divorce on the date recorded in the divorce instrument issued by Yemeni Courts and that the Plaintiff is no longer his wife except by virtue of new contract and new dowry. Besides, the judge ordered the Defendant to pay the Plaintiff the amount of 119000 Saudi Riyals for the remaining down and deferred payments of the dowry. The Court of Appeal affirmed the said judgment which has thus become enforceable.

Ruling date: 2016

THIS IS NOT A LEGAL OPINION

The contents of these pages are for your general information and public use only, and is subject to adjustment without prior notice. We do not provide any undertakings or guarantees of the accuracy of the contents and information covered in this document and it may contain errors and mistakes. Therefore, we explicitly disclaim any responsibility on our part that may result from any mistake or error to the maximum extent permissible under the law. Your use of the information provided in this document is at your own risk without taking any responsibility on our part. You are solely responsible for ensuring that any information available in this website does meet and comply with your specific requirements.

Readers who seek professional legal advice, can write to us at:
info@almadanilaw.com

Riyadh
Office No.11
567 Al- Righi Building - Salah Al-Deen Street (60st) Malaz,
P.OBox:10083 Riyadh:11433
T:+966 (11) 479 1355 | FAX: +966 (11) 4783171

Jeddah
Office No.2601
7113 Al-Andalus Plaza – King Fahd Rd, Mishrifah District,
P.OBox:9078 Jeddah:23336
T: +966 (12) 639 9939

