

The impact of technological development on the conclusion of a marriage contract

Dr. Rabia Yebdri ¹

¹ Laboratory of Markets, Employment, Legislation, and Simulation in the Maghreb Countries, University of Ain Temouchent (Algeria). Email: rabia.yebdri@univ-temouchent.edu.dz ; ORCID: 0000-0002-8327-3148

Abstract---The family is the foundation of building societies in all nations, and the marriage contract is regarded as the covenant upon which the family is established. This contract serves as the essential bond between a man and a woman, and, therefore, the Algerian legislator, like other legislators, has provided it with a special legal framework within the provisions of Algerian Family Law. Given that the marriage contract is a type of contract entered into through a specific legal procedure, it is also subject to scientific advancements in technology, which have led to the emergence of what is known as "electronic marriage." This development has prompted Islamic jurisprudence and legal experts to examine the validity of this contract, considering the lack of a clear legal basis in this regard, which is the focus of this study.

Keywords---Impact, Conclusion, Technological Advancement, Marriage Contract, Council of Contract.

INTRODUCTION

The family is the fundamental building block of society, defined as a group of individuals connected by bonds of marriage, blood, or kinship, typically residing together under one roof, interacting and communicating through their social roles¹.

From this definition, it is clear that the marriage bond forms the basis of the family, making the marriage contract the core link between a man and a woman. As a form of contract, marriage can be

¹ Nabil Halilo, The Family and the Factors of Its Success, Presentation at the Second National Conference on Communication and Quality of Life in the Family, Apr. 9–10, 2013, Faculty of Humanities and Social Sciences, Kasedi Merbah University, Ouargla, p 3.

How to Cite:

Yebdri, R. (2026). The impact of technological development on the conclusion of a marriage contract. *The International Tax Journal*, 53(1), 130–138. Retrieved from <https://internationaltaxjournal.online/index.php/itj/article/view/506>

The International tax journal ISSN: 0097-7314 E-ISSN: 3066-2370 © 2026

ITJ is open access and licensed under a Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License.

Submitted: 05 March 2025 | Revised: 11 May 2025 | Accepted: 27 September 2025

significantly influenced by scientific developments in society, particularly technological advancements. These advancements represent a paradigm shift in human relationships, facilitating communication from a direct physical environment to a sophisticated digital environment, thus enabling indirect or virtual connections among individuals².

Due to the vital importance of marriage contracts and the manner in which they are formalized—especially in terms of legal proof of the contract’s validity, notably in matters like establishing a child’s lineage to their father—the following question arises:

Is it permissible to conclude a marriage contract using modern technology, as an effect of technological advancement, and what is the Algerian legislator’s stance on this matter?

To address this issue, the study will explore the following:

- **Chapter 1:** The concept of marriage contracts between Islamic Sharia and Algerian law.

- **Chapter 2:** Concluding marriage contracts in a virtual session.

This topic is examined using a descriptive approach to gather relevant information and define various concepts, along with an analytical approach to study and analyze these concepts and the related legal texts.

CHAPTER 1: THE CONCEPT OF MARRIAGE CONTRACTS IN ISLAMIC SHARIA AND ALGERIAN LAW

As previously mentioned, marriage is the foundation of the bond between family members, establishing a relationship based on marriage. To understand this type of contract, we must clarify the meaning of a marriage contract and outline its conditions, which will be addressed in Sections 1 and 2.

SECTION 1: DEFINING THE MARRIAGE CONTRACT

In Arabic, the term “marriage” refers to union and association, with the root meaning of “pairing” or “joining.” To understand the meaning of a marriage contract from a technical perspective³, it is necessary to explore the Islamic jurisprudential definition of marriage, as discussed in Subsection 1, and to examine the legal definition, particularly as adopted by the Algerian legislator, in Subsection 2.

SUBSECTION 1: THE JURISPRUDENTIAL DEFINITION OF MARRIAGE

The Islamic jurisprudential definition of marriage often begins with the Qur’anic verse: “And when souls are paired” (Surah At-Takwir, 7)⁴, interpreted to mean that bodies are paired with their respective souls⁵. Scholars from the four main Islamic schools of thought provide various definitions of marriage in Islamic law:

- Maliki Jurisprudence defines marriage as "a contract for lawful enjoyment of a woman who is neither prohibited (e.g., due to kinship) nor from among the Zoroastrians or bondmaids from the People of the Book⁶." Here, “lawful enjoyment” implies permissible companionship, while “a woman who is not prohibited” excludes women whom a man cannot marry due to kinship or religious reasons⁷.
- Hanafi Jurisprudence shares the view that marriage is a contract aimed at lawful enjoyment.

² Amal Belabbas, Conclusion of Marriage Contracts via Audiovisual Communication Means, *Mediterranean J. L. & Econ.*, No. 2, 2019, p 81.

³ Jumadan Ardinsha, The Arab Marriage Ruling in Islam: A Jurisprudential Analytical Study, Research Submitted to Fulfill the Requirements for the Bachelor's Degree, College of Islamic & Arabic Studies, Sharif Hidayatullah State Islamic Univ., Jakarta, 2015, p 8.

⁴ Verse 7 of Surah At-Takwir.

⁵ Jalal al-Din Muhammad ibn Ahmad al-Mahalli & Jalal al-Din Abdulrahman ibn Abi Bakr al-Suyuti, *Tafseer al-Jalalayn* (Jalalayn's Tafsir of the Quran) 586 (Dar al-Khair, 3rd ed. 2003).

⁶ Ahmad ibn Muhammad Ahmad al-Dirdir, *Aqrab al-Masalik li Madhhab al-Imam Malik*, Chapter on the Encouragement of Marriage, p 58 (Ayoub Library, 1420 AH).

⁷ Obaid Fatima Zahra, Marriage Contract Under Islamic Law and Algerian Family Law, Master's Thesis, Faculty of Law & Political Science, Abdelhamid Ibn Badis Univ., Mostaganem, Academic Year 2017–2018, p 11.

- Shafi'i Jurisprudence defines marriage as "a contract of permissibility or ownership," and Hanbali Jurisprudence aligns closely, with Al-Buhuti defining marriage as "a marriage contract that requires the specific terms 'nikah' (marriage) or 'tazwij' (matrimony) or their equivalents."⁸

Although there is no fundamental disagreement among these schools regarding the essence of marriage, they differ in the terms required to formalize the contract. The Shafi'i and Hanbali schools require the use of specific terms like "nikah" or "tazwij," considering them essential to the definition. Consequently, marriage can be described as a contract intended for lawful enjoyment with a woman who is not religiously prohibited for marriage.

SUBSECTION 2: THE LEGAL DEFINITION OF THE MARRIAGE CONTRACT

Article 4 of the Algerian Family Code defines marriage as a "consensual contract between a man and a woman in a legitimate manner, aimed at forming a family based on affection, mercy, cooperation, the protection of the spouses, and the preservation of lineage."⁹ This article indicates that the Algerian legislator regards the marriage contract as a consensual agreement grounded in the will of both parties, as reflected in the term "consensual contract." Furthermore, the article highlights the primary objectives of this contract, including forming a family founded on mutual affection, mercy, cooperation, and the safeguarding of the spouses and lineage. Both spouses bear the responsibility of family care, with each partner holding fundamental rights and obligations under this bond, as outlined in the article¹⁰. Marriage is thus primarily established through mutual consent to create a family and fulfill the purpose of marriage, as endorsed by international treaties ratified by Algeria, including the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW). Consequently, Algeria has aligned its domestic legislation with these agreements, with the term "consensual contract" being one of the significant amendments introduced by Ordinance 05-02, which modified Law 84-11¹¹.

SECTION 2: CONDITIONS OF THE MARRIAGE CONTRACT

The marriage contract is a consensual contract between a man and a woman legally permitted to marry, aiming to establish lawful companionship and preserve lineage, founded primarily on affection, cooperation, and mercy, in addition to protecting the spouses. As with any contract, marriage has specific conditions, divided into substantive and formal conditions, which are detailed in the following subsections.

SUBSECTION 1: SUBSTANTIVE CONDITIONS OF THE MARRIAGE CONTRACT

Article 9 of the Algerian Family Code states, "Marriage is concluded through the mutual consent of the spouses." This provision indicates that marriage can only be concluded through an offer and acceptance, similar to other contracts. Therefore, the conditions for concluding it are as follows:

1. Capacity of the Parties: Both parties must have the legal capacity; neither should lack it.
2. Single Session Requirement: Offer and acceptance must occur in a single session; if the parties separate after the offer but before acceptance, the offer is void.
3. Non-revocation of the Offer: The offeror must not withdraw the offer before the other party accepts it; otherwise, the offer is considered revoked, and any later acceptance would not constitute valid consent.
4. No Objection by the Second Party: If the second party expresses any objection after the offer, such as an unrelated statement, it is considered a refusal. Any acceptance following this would not align with the original offer.

⁸ Obaid Fatima Zahra, *Idem*, p 13.

⁹ Article 4 of Ordinance 05-02, dated February 27, 2005, amending and supplementing Law No. 84-11, concerning the Family Code, Official Gazette No. 15 of 2005.

¹⁰ Lahcen Ben Cheikh Ath Moulouia, *The Guide to Family Law 25* (Dar Homa, 3d ed. 2015–2016).

¹¹ Obaid Fatima Zahra, *Idem*, p 19.

5. Acceptance Must Match the Offer: Acceptance must correspond with the offer, even implicitly. For example, if a woman says, "I marry you with a dowry of 100,000 Algerian dinars," and the man responds with, "I accept with 200,000 Algerian dinars," the contract is valid, and the additional 100,000 is binding if she consents¹².

From these conditions, it is evident that mutual consent is the sole essential element of the marriage contract under the Algerian Family Code.

Additionally, Article 9 bis specifies that a marriage contract must meet the following conditions:

- Eligibility for Marriage
- Dowry
- Guardian
- Two Witnesses
- Absence of Legal Impediments to Marriage¹³

This article limits the conditions for a valid marriage contract to eligibility for marriage, the dowry, the guardian, and two witnesses, along with the absence of any legal impediments to marriage. It should be noted that these conditions were previously considered essential pillars under Law 84-11; their absence would invalidate the contract. However, the national legislator has revised this stance, considering them as mere conditions rather than essential elements. The required age for marriage eligibility is 19 years, as per Article 7 of the Algerian Family Code. However, as an exception, a judge may permit marriage before the legal age if it is deemed necessary or in the best interest, provided that the judge verifies the parties' capacity to marry. This authorization is issued through an order based on a petition¹⁴.

Since the legislator has stipulated that the absence of mutual consent results in absolute nullity, if a marriage contract is concluded without the presence of witnesses, dowry, or a guardian (when required), it is annulled before consummation, and no dowry is due. However, if consummation occurs, the woman is entitled to a dowry equal to that customary in her social context¹⁵.

Subsection 2: Formal Conditions of the Marriage Contract

Article 18 of the Algerian Family Code states, "The marriage contract shall be concluded before a notary or a legally authorized official, in accordance with Articles 9 and 9 bis of this law." This requirement mandates that the marriage contract must be executed before a notary or legally authorized official, such as a civil status officer, or a consular official when Algerians marry abroad. The contract must also respect the essential condition of mutual consent between the spouses through offer and acceptance, in addition to meeting eligibility, dowry, witness, and guardian (when required) conditions¹⁶. Additionally, the legislator requires that those intending to marry submit a medical certificate proving that they are free from any disease that could pose a risk to marriage. Article 7 bis, paragraph one of the Family Code, specifies: "Marriage applicants must provide a medical certificate, issued within three (3) months, confirming that they are free from any disease or condition that could pose a risk incompatible with marriage."¹⁷

The national legislator has set specific rules for certain groups, such as members of the National Security, National Army, and National Gendarmerie, requiring these individuals to obtain written permission from their supervising authority to marry. This permission request must be submitted in writing to the appropriate administrative authority three months before marriage, accompanied by a

¹² Lahcen Ben Cheikh Ath Moulouia, *The Family Code: Text and Explanation* 26 (Dar Al-Huda, 2014).

¹³ Amended and Supplemented Algerian Family Code.

¹⁴ Ben Azouz Ben Saber, *The Formal Conditions for Concluding a Marriage Contract in Algerian and Comparative Legislation*, in *Dafater Mukhbar Lihuq al-Atfal*, Proceedings of the International Symposium on Positive Law and Its Effectiveness in the Field of Marriage, Forms of Marriage, and Forms of Descent, Feb. 21–22, 2010, University of Oran, p 17.

¹⁵ Article 33 of the Family Code.

¹⁶ Lahcen Ben Cheikh Ath Moulouia, *The Guide to Family Law*, *Idem*, p 60.

¹⁷ Article 7 bis of the Family Code.

copy of the applicant's birth certificate and nationality. However, the absence of this permission does not invalidate the marriage contract for National Security personnel¹⁸.

Documents required by the civil status officer for registering the marriage contract include:

- Birth certificates of the spouses, national ID, or the parents' family record book.
- Residence certificate of the husband.
- Judicial authorization for underage marriage, issued by a judge.
- Marriage license for foreigners and for National Security and military personnel.
- Death certificate of the previous spouse or final divorce judgment for women whose previous marriage ended due to divorce or death¹⁹.

CHAPTER 2: CONCLUDING A MARRIAGE CONTRACT IN A VIRTUAL SESSION

The term "session of the contract" refers to the coordination of the offer and acceptance, where the offer made by one party is accepted by the other in a way that produces a legally binding agreement. This concept specifies the time and place in which the contract was concluded, which is crucial for applying relevant legal provisions, especially in cases of disputes arising from the contract²⁰.

In the context of marriage, the council of contract is traditionally the gathering where the offer and acceptance are exchanged in person. However, technological advancements, particularly modern communication methods, have influenced the nature of the marriage council of contract. It has shifted from an in-person setting to a virtual session, where parties may be located in different places but connected simultaneously. To study this phenomenon, we will first examine the various forms of concluding a marriage contract through modern communication methods in Section 1. Then, we will explore the perspectives of Islamic law and Algerian legislation on this issue.

SECTION 1: FORMS OF CONTRACTING MARRIAGE THROUGH MODERN COMMUNICATION MEANS

Marriage through modern communication means is a result of the developments brought about by the information revolution, which has led to the conclusion of marriage contracts via phone, a topic to be discussed in the first subsection. Additionally, this revolution has led to the emergence of what is known as electronic marriage, which will be addressed in the second subsection.

SUBSECTION 1: CONTRACTING MARRIAGE VIA PHONE

The Algerian legislator defined the technology of remote communication by stating: "Any communication method that does not require the personal and simultaneous presence of the parties involved and the consumer may be used to conclude a contract between these two parties."²¹ Based on the general law of contracts and considering marriage as one of the types of contracts, this form of contracting adopts the model of remote contract formation. Article 61 of the Civil Code states: "The expression of will produces its effect at the moment it reaches the knowledge of the addressee." According to Article 62 of the same code, the forms of expressing will are essentially through speech, writing, or commonly recognized signs²².

A wireless phone is considered one of the modern communication tools that forces the parties to meet within the context of a legal meeting, where both parties are within the same time unit, allowing them to hear the expression of will, whether it's an offer or acceptance, without a long time gap. Since marriage

¹⁸ Ben Azouz Ben Saber, Idem, p 19; Lahcen Ben Cheikh Ath Moulouia, The Guide to Family Law, Idem, p 64.

¹⁹ Ben Azouz Ben Saber, Idem, p 20.

²⁰ Mohammad Sadiq Abdullah, Published Research on the Internet titled "Council of the Contract", available at <https://almerja.net>, visited Nov. 26, 2023, at 6:50 PM.

²¹ Article 3 of Executive Decree 13-378, dated November 9, 2013, specifying the conditions and procedures related to informing the consumer, Official Gazette No. 10 of 2013.

²² See Article 62 of the Family Code.

is a consensual contract requiring only an offer and acceptance, this form of communication can be considered valid²³. The legal perspective on this matter will be clarified later.

SUBSECTION 2: CONTRACTING MARRIAGE VIA THE INTERNET

The internet is defined as the global network connecting thousands of networks and millions of computers of various types and sizes worldwide. Its importance lies in being a communication tool used by individuals and organizations to connect and exchange information²⁴.

Marriage contracts can be concluded through the internet by writing via email, where the sender's address, along with the date and time of sending, is stored. Additionally, the recipient's address, the subject of the message, and its content are included. The message is transmitted immediately upon clicking the send button to the company to which the sender belongs. The company then sends it to the intended recipient or to the system it is linked to, which directs it to the recipient. The recipient then opens, reads, prints, saves, or deletes the message after reading it or before. The marriage contract is concluded when a message is sent by the suitor containing an offer of marriage, and upon receipt by the intended recipient (the fiancée), the marriage is concluded if she verbally accepts in front of witnesses and the guardian. According to general rules, the offeror may withdraw their offer before the other party accepts. The offer and acceptance are made through the internet, involving a virtual meeting between two parties, similar to contracts made via platforms like WhatsApp or Skype²⁵.

SECTION 2: THE POSITION OF ISLAMIC LAW AND THE LAW ON CONTRACTING MARRIAGE VIA MODERN COMMUNICATION MEANS

As previously mentioned, due to the significant technological advancements in society, a new type of contract has emerged, known as electronic contracts, especially with the widespread use of the internet, which has become an indispensable tool. Additionally, the wireless phone has become a necessary part of daily life. Considering that marriage is one of the contracts that lead to family formation and help preserve lineage, questions arise regarding the stance of Islamic law and positive law, especially Algerian law, on the issue of contracting marriages via modern communication means. This will be addressed in the first subsection, where the position of Islamic law will be discussed, followed by the second subsection, which will examine the legal position.

SUBSECTION 1: THE POSITION OF ISLAMIC LAW ON CONTRACTING MARRIAGE VIA MODERN COMMUNICATION MEANS

There are differing legal opinions regarding marriage through internet communication, particularly in written correspondence. One view, notably supported by Sheikh Youssef al-Qaradawi, argues that contracting marriage in this way is not permissible. This opinion asserts that marriage carries great significance as it pertains to religious obligations, and thus, many scholars prohibited marriage via written correspondence, as a precaution against potential issues and legal concerns regarding marriage over the internet²⁶.

However, another view allows the marriage contract through written communication, based on the Hanafi school, which permits marriage through writing. This view considers online marriage as similar to marriage by writing, provided that the presence of a guardian (wali) and witnesses (shahada) are present, as required for the marriage to be valid.

Regarding marriage via the internet with audio or both audio and video, this form of marriage is considered similar to a contract between two present individuals in terms of timing, and it resembles a face-to-face verbal contract. In this case, video or audio communication is direct, and it is not different

²³ Zbeiri Ben Gouider, The Impact of Modern Communication Means on the Conclusion and Termination of Marriage Contracts in Light of Algerian Law, *Al-Haqiqah J. Soc. & Human Sci.*, vol. 18, no. 1, 2019, p 547.

²⁴ Ibrahim Nasr, Introduction to the Internet, Univ. of Sabha, Training Office, 2015, p 4.

²⁵ Zina Hussein, The Legitimacy of Concluding a Marriage Contract via the Internet, *J. Faculty of L. Univ. of Al-Nahrain*, no. 2, 2012, p 226.

²⁶ Zina Hussein, *Idem*, p 228.

from the parties meeting in a physical location. The presence of witnesses who can hear the exchange of vows through the internet is also possible²⁷.

In line with this, Sheikh Ibn El Baz, may God have mercy on him, issued a fatwa stating: "It is permissible to contract marriage via phone or internet if there is no risk of deception, and the identity of the groom and guardian is verified, with the witnesses hearing the offer and acceptance." This fatwa aligns with the stance of the Permanent Committee, which prohibited marriage through these means as a precautionary measure against potential deceit. This view is also supported by the Islamic Fiqh Academy in its resolution No. 52, which addressed the issue of conducting contracts via modern communication tools. The Academy concluded that while these tools may be acceptable for most contracts, marriage contracts still require the presence of witnesses²⁸.

SUBSECTION 2: THE POSITION OF THE ALGERIAN LEGISLATOR ON CONTRACTING MARRIAGE VIA MODERN COMMUNICATION MEANS

The Algerian Family Code requires the marriage contract to be concluded in the presence of a civil status officer who will notarize the contract, or before a notary or consulate in the case of Algerians residing abroad, to preserve the rights arising from the marriage contract²⁹.

Considering that marriage via modern communication means could be legally valid, the legislator has adopted the principle of electronic writing in the law, as stipulated in Article 323 bis 1 of the Civil Code, which states: "Proof by electronic writing is considered equivalent to proof by paper writing, provided that the identity of the person issuing it can be verified and that it is prepared and stored in conditions that ensure its integrity."

In addition, the issuance of Law No. 15-04 on electronic notarization and certification makes this matter more feasible. Specifically, the Algerian legislator has acknowledged the possibility of concluding marriage between absent parties by writing, in line with the Hanafi school of thought. Therefore, it can be concluded that the use of modern communication tools for marriage contracts is recognized.

However, despite the legal framework enabling electronic contracts, the legislator should not expand the scope too broadly to keep pace with technological developments unless clear legal texts are established, particularly since the Hanafi school, which permits marriage by writing, has a limited scope in Algeria. The legislator's efforts to adopt e-government systems and the fact that visual communication tools make the presence of the guardian and witnesses practically feasible could justify the use of modern communication means for contracting marriages³⁰.

CONCLUSION

In concluding this research paper, the following key findings have been reached:

- **Marriage in Islamic Law:** Marriage is defined as a contract that permits lawful enjoyment with a woman who is not religiously forbidden. Algerian law emphasizes mutual consent as the sole essential component of the contract, treating it as a consensual agreement requiring eligibility, a guardian (when necessary), witnesses, and a dowry.
- **Legal Requirements for Marriage:** Legally, marriage contracts are concluded before a competent official, typically a civil registrar or a notary, with consular services available for Algerians abroad. Marriage applicants must present necessary documentation, including a medical certificate attesting to their freedom from any health conditions that could impede marital objectives, with the certificate dated within three months.
- **Technological Impact on Marriage:** The widespread use of technology in all aspects of life has introduced electronic marriage options, either through written or voice-based communication. For

²⁷ Zina Hussein, *Idem*, p 230.

²⁸ Website <https://islamqa.info>, visited Nov. 27, 2023, at 2:45 PM.

²⁹ Amal Belabbas, *Idem*, p 91.

³⁰ Zbeiri Ben Gouider, *Idem*, p 555.

contracts concluded through electronic messages, Islamic jurisprudence mandates verbal acceptance, while voice-based electronic contracts resemble those between present parties. Algerian law, while endorsing electronic writing under specific regulations, has not explicitly addressed marriage contracts via modern communication means, thus leaving the matter permissible by default.

RECOMMENDATIONS

It is recommended that the Algerian legislator establish formal regulations on marriage contracts concluded through modern communication means, particularly electronic media, given the growing necessity of the internet in daily life. This measure would protect the rights of parties involved in a marriage contract, which is foundational to society. An official electronic platform for conducting marriage contracts would not only integrate Algeria into the realm of e-government but also ensure the proper witnessing and oversight required by law in cases where physical gatherings are challenging for the contracting parties.

Bibliography:

- Ahmad ibn Muhammad Ahmad al-Dirdir, *Aqrab al-Masalik li Madhhab al-Imam Malik*, Chapter on the Encouragement of Marriage, (Ayoub Library, 1420 AH).
- Algerian Family Code Amended and Supplemented.
- Amal Belabbas, Conclusion of Marriage Contracts via Audiovisual Communication Means, *Mediterranean J. L. & Econ.*, No. 2, 2019.
- Ben Azouz Ben Saber, The Formal Conditions for Concluding a Marriage Contract in Algerian and Comparative Legislation, in *Dafater Mukhbar Lihuq al-Atfal*, Proceedings of the International Symposium on Positive Law and Its Effectiveness in the Field of Marriage, Forms of Marriage, and Forms of Descent, University of Oran, Feb. 21–22, 2010.
- Executive Decree 13-378, dated November 9, 2013, specifying the conditions and procedures related to informing the consumer, *Official Gazette* No. 10 of 2013.
- Ibrahim Nasr, *Introduction to the Internet*, Univ. of Sabha, Training Office, 2015.
- Jalal al-Din Muhammad ibn Ahmad al-Mahalli & Jalal al-Din Abdulrahman ibn Abi Bakr al-Suyuti, *Tafseer al-Jalalayn (Jalalayn's Tafsir of the Quran)*, Dar al-Khair, 3rd ed. 2003.
- Jumadan Ardinsha, *The Arab Marriage Ruling in Islam: A Jurisprudential Analytical Study*, Research Submitted to Fulfill the Requirements for the Bachelor's Degree, College of Islamic & Arabic Studies, Sharif Hidayatullah State Islamic Univ., Jakarta, 2015.
- Lahcen Ben Cheikh Ath Moulouia, *The Family Code: Text and Explanation*, Dar Al-Huda, 2014.
- Lahcen Ben Cheikh Ath Moulouia, *The Guide to Family Law*, Dar Homa, 3d ed. 2015–2016.
- Mohammad Sadiq Abdullah, Published Research on the Internet titled "Council of the Contract", available at <https://almerja.net>, visited Nov. 26, 2023, at 6:50 PM.
- Nabil Halilo, The Family and the Factors of Its Success, Presentation at the Second National Conference on Communication and Quality of Life in the Family, Faculty of Humanities and Social Sciences, Kasedi Merbah University, Ouargla, Apr. 9–10, 2013 .
- Obaid Fatima Zahra, *Marriage Contract Under Islamic Law and Algerian Family Law*, Master's Thesis, Faculty of Law & Political Science, Abdelhamid Ibn Badis Univ. Mostaganem, Academic Year 2017–2018.
- Ordinance 05-02, dated February 27, 2005, amending and supplementing Law No. 84-11, concerning the Family Code, *Official Gazette* No. 15 of 2005.
- Verse 7 of Surah At-Takwir.
- Website <https://islamqa.info>, visited Nov. 27, 2023, at 2:45 PM.
- Zbeiri Ben Gouider, The Impact of Modern Communication Means on the Conclusion and Termination of Marriage Contracts in Light of Algerian Law, *Al-Haqiqah J. Soc. & Human Sci.*, vol. 18, no. 1, 2019.

Zina Hussein, The Legitimacy of Concluding a Marriage Contract via the Internet, J. Faculty of L. Univ. of Al-Nahrain, no. 2, 2012.