*UMRAN - International Journal of Islamic and Civilizational Studies*
*http://jurnalumran.utm.my*
*eISSN 2289-8204*

# *Nuzriah* as a Muslim Estate Planning Mechanism in Singapore

Sadali Rasban [a]*, Nasrul Hisyam Nor Muhamad[b]

[a]*Principal Consultant (Muslim Estate) HTHT Syariah Consultancy, Blk 812 Jurong West St 81 #03-168 Singapore 640812*

[b]*Akademi Tamadun Islam, Fakulti Sains Sosial dan Kemanusiaan, Universiti Teknologi Malaysia, 81310 UTM Johor Bahru, Johor, Malaysia*

**Corresponding author: sadali.rasban@gmail.com*

**Article history**

Received: 2026-04-02 Received in revised form: 2026-06-12 Accepted: 2026-06-13 Published online: 2026-06-30

**Abstract**

Nuzriah, described in Singapore Muslim estate-planning discourse as a form of Nadhar or Nazar, is discussed as a mechanism for transferring property to selected beneficiaries shortly before death. Its development in Singapore is closely linked to MUIS Fatwa and Irsyad materials, joint-tenancy concerns, family hardship and the need for contemporary ijtihād in Muslim estate planning. This article examines whether Nuzriah can be reconciled with Muslim-law principles and the Administration of Muslim Law Act 1966 (AMLA). It seeks to identify the doctrinal and legal nature of Nuzriah within the framework of Hibah, Waṣiyyah, Nadhar and Faraid; analyse the decision in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210; and evaluate how Nuzriah may be refined and regulated as a contemporary Muslim estate-planning instrument. Adopting a doctrinal legal research method, the study analyses AMLA, reported judgments, MUIS-related Fatwa and Irsyad materials, and classical and contemporary maslahah writings through statutory interpretation, case analysis and doctrinal comparison with the Shāfiʿī position and wider Muslim-law principles. The findings indicate that Nuzriah reflects a genuine maslahah-based response to practical estate-planning difficulties, especially involving jointly owned property and family dependants. However, where its legal effect is tied to a period immediately before death, it must be carefully reconciled with the safeguards of Hibah, Waṣiyyah, Nadhar, Faraid and AMLA. The article argues that Mohamed Ismail should not be understood as a general rejection of MUIS's religious authority. Rather, it should be read as a judicial reminder that the legal substance and enforceability of a Nuzriah instrument remain subject to scrutiny, particularly where proprietary rights and heirs' entitlements are disputed. It concludes that Nuzriah, if retained as an estate-planning mechanism, should be supported by clearer doctrinal foundations, careful drafting, public education, and appropriate statutory or administrative safeguards.

*Keywords***:** Nuzriah; Nadhar (Nazar); Hibah; Waṣiyyah; Faraid; Fatwa; Administration of Muslim Law Act 1966

**Abstrak**

Nuzriah yang dibincangkan dalam wacana perancangan harta pusaka Muslim di Singapura sebagai satu bentuk Nadhar atau Nazar, merupakan mekanisme pemindahan harta kepada benefisiari tertentu dalam tempoh hampir sebelum kematian. Di Singapura, perkembangannya berkait rapat dengan Fatwa dan Irsyad MUIS, isu pemilikan bersama, kesukaran keluarga serta keperluan kepada ijtihad kontemporari dalam perancangan harta pusaka Muslim. Artikel ini meneliti sama ada Nuzriah dapat diselaraskan dengan prinsip undang-undang Islam dan kerangka Administration of Muslim Law Act 1966 (AMLA). Kajian ini bertujuan mengenal pasti sifat doktrinal dan kedudukan undang-undang Nuzriah dalam kerangka Hibah, Waṣiyyah, Nadhar dan Faraid; menganalisis keputusan dalam kes Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210; serta menilai bagaimana Nuzriah dapat diperhalusi dan dikawal selia sebagai instrumen perancangan harta pusaka Muslim kontemporari. Kajian ini menggunakan pendekatan undang-undang doktrinal dengan menganalisis AMLA, kes-kes yang dilaporkan, Fatwa dan Irsyad MUIS, serta penulisan maslahah klasik dan kontemporari. Analisis dilakukan melalui pentafsiran statut, analisis kes dan perbandingan

doktrinal dengan pandangan mazhab Shāfiʿī serta prinsip undang-undang Islam yang lebih luas. Dapatan kajian menunjukkan bahawa Nuzriah merupakan respons berasaskan maṣlaḥah terhadap cabaran praktikal dalam perancangan harta pusaka, khususnya melibatkan harta milik bersama dan tanggungan keluarga. Namun, apabila kesan undang-undangnya dikaitkan dengan tempoh hampir sebelum kematian, pelaksanaannya perlu diselaraskan secara teliti dengan kawalan syarak bagi Hibah, Waṣiyyah, Nadhar, Faraid dan AMLA. Artikel ini menghujahkan bahawa kes Mohamed Ismail tidak wajar difahami sebagai penolakan umum terhadap autoriti keagamaan MUIS. Sebaliknya, kes tersebut wajar dibaca sebagai peringatan kehakiman bahawa substansi dan kesan undang-undang sesuatu instrumen Nuzriah masih boleh diteliti, khususnya apabila hak milik harta dan kepentingan waris menjadi pertikaian. Artikel ini merumuskan bahawa Nuzriah, sekiranya dikekalkan sebagai mekanisme perancangan harta pusaka, perlu disokong oleh asas doktrinal yang lebih jelas, penyediaan dokumen yang teliti, pendidikan awam serta perlindungan statutori atau pentadbiran yang sesuai.

*Kata kunci:* Nuzriah; Nadhar (Nazar); Hibah; Wasiat; Faraid; Fatwa; Administration of Muslim Law Act 1966

## 1.0 INTRODUCTION

Muslims in Singapore are increasingly concerned with estate planning because many now leave behind assets such as Housing and Development Board (HDB) flats, Central Provident Fund (CPF) savings, bank accounts, insurance nominations and jointly owned property upon death (Singapore Department of Statistics, 2021, 2024a, 2024c). This development is consistent with the broader socio-economic progress of the Malay/Muslim community, including the growth of household income and the emergence of a larger middle class (Yaacob Ibrahim, 2008; Singapore Department of Statistics, 2024b), although it should not be overstated because income and home-ownership gaps remain within the community (Baharudin, 2021; Singapore Department of Statistics, 2024a, 2024b, 2024c).

In Singapore, Muslim estate distribution is governed by the Administration of Muslim Law Act 1966 (AMLA), together with the principles of Muslim law applicable to *Hibah*, Waṣiyyah (Islamic testamentary bequest), *Nadhar* and *Faraid*. AMLA is the principal legislation through which Singapore regulates certain aspects of Muslim religious affairs, including Muslim marriage, divorce, *waqf*, *nazar*, wills and inheritance. For example, section 112(1) provides that the estate of a Muslim person domiciled in Singapore who dies intestate must be distributed according to Muslim law as modified, where applicable, by Malay custom. Section 114 further directs the court to ascertain Muslim law, while section 60(1) limits the validity of a *wakaf* or *nazar* involving more than one-third of the property of the maker. These provisions show that Muslim law has already been codified and operationalised within the Singapore legal system, although the final legal effect of any disputed instrument may be determined by the civil court when proprietary rights are contested.

A major area of concern relates to jointly owned matrimonial homes. Earlier MUIS *Fatwa* on joint tenancy reflected the need to harmonise civil-law property arrangements with Muslim-law principles. The 1997 *Fatwa* treated joint tenancy as a form of shared ownership based on *sharikah*, whereby each joint tenant was regarded as owning 50% of the property. Upon the death of one joint tenant, the surviving joint tenant was entitled only to his or her own 50% share, while the deceased's 50% share had to be distributed to the deceased's heirs according to *Faraid* (MUIS, 2019; MUIS, n.d.). The 2008 *Fatwa* maintained the 50%-50% position but introduced an alternative: joint tenants could execute an additional religious document, such as *Nuzriah* or *Hibah* Ruqbā, if they wished the deceased joint tenant's share to pass to the surviving joint tenant. If no

such document was executed, the deceased's share would remain subject to *Faraid* (MUIS, 2019; MUIS, n.d.).

Within this context, *Nuzriah* was introduced and discussed as a Muslim-law mechanism intended to address practical hardship in estate planning, especially where the application of *Faraid* to jointly owned property may affect a surviving spouse or joint tenant. MUIS-related materials and scholars who support *Nuzriah* generally describe it as a form of *Nadhar* or *Nazar*. The usual formula, or *sighah*, is that the maker vows to transfer a stated asset or portion of property to a named beneficiary, with the transfer to take effect three days before death if death is due to illness, or one hour before death if death is sudden. In one public formulation, the maker states that he or she makes a *Nazar* to relinquish ownership of the house and to transfer it to the named person, with the transfer becoming enforceable within the stated period before death. The importance of setting out this *sighah* is that the dispute does not concern the word "*Nuzriah*" alone. The more important issue is the legal effect of a conditional transfer tied to the maker's death, and how such a transfer should be reconciled with Waṣiyyah, *Faraid* and AMLA.

Within the Malay-Muslim community in Singapore, *Nuzriah* has been presented in certain public and professional discussions as a permissible Muslim-law instrument for asset transfer. This perception is not accidental. It is shaped by MUIS-related *Fatwa* and *Irsyad* materials, professional commentaries defending *Nuzriah* as an exercise of contemporary ijtihād, and public-facing explanations which describe *Nazar/Nuzriah* as a mechanism by which a maker may transfer property to a named beneficiary shortly before death (Ahmad, 2016; Hardjoe, 2013; MUIS, 2019; SingaporeLegalAdvice, 2024). The same claim was also reflected in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210, where it was argued that *Nuzriah* was a lifetime transaction and not a bequest, so that the one-third rule and the rule restricting bequests to legal heirs beyond their *Faraid* entitlement would not apply.

The desire behind *Nuzriah* is understandable. Some Muslims wish to provide for spouses, adopted children, daughters, aged parents or other dependants who may not receive the intended benefit under the strict application of *Faraid*. They may also be influenced by the perceived unfairness that sometimes occurs when legal heirs insist on their fixed shares without observing the moral responsibilities attached to inheritance. As a result, some Muslims may be advised to execute a *Nuzriah* deed stating that a particular asset or portion of property is to be transferred to a named beneficiary within the stated period before death (Ahmad, 2016; SingaporeLegalAdvice, 2024). The central claim made for *Nuzriah* is that it operates as an inter vivos vow rather than a testamentary bequest, thereby enabling the maker to benefit selected beneficiaries, including legal heirs, through a mechanism framed as *Nadhar* rather than Waṣiyyah. This claim is reflected in the defence position recorded in Mohamed Ismail and is also discussed in Salbiah Ahmad's study on the Singapore *Fatwa* and *Irsyad* on *Nazar-Nuzriah* and Hardjoe's professional commentary on the legal stalemate arising from MUIS's ijtihād on contemporary *Nuzriah* (Ahmad, 2016; Hardjoe, 2013).

However, recognising the practical and maṣlaḥah-based rationale behind *Nuzriah* does not remove the need to examine its legal structure. A sincere motive or family need may explain why the instrument is used, but the validity and enforceability of the instrument still depend on its compatibility with recognised principles of Muslim law and AMLA. The High Court of Singapore considered this issue in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210. In that case, the court recorded that the term "*Nuzriah*" did not appear in the recognised Muslim-law treatises and that it was explained to the court as being derived from *Nazar*, namely a vow or solemn pledge. The will divided the estate into three parts: one-third as

*Nuzriah*, one-third for two mosques, and one-third according to *Faraid*. The plaintiffs challenged the *Nuzriah* provision and sought a declaration that the paragraph containing *Nuzriah* was void. The court ultimately declined to give effect to the *Nuzriah* provision as drafted. The decision is therefore central to any serious discussion of *Nuzriah* in Singapore because it shows that the civil court may examine the substance and legal effect of a *Nuzriah* arrangement when its validity is disputed.

Despite that decision, *Nuzriah* has continued to be discussed through articles, talks, public explanations and estate-planning services. Some public-facing advice explains *Nuzriah* as permissible, while also recognising important limits such as the one-third limit and the invalidity of a *Nuzriah* arrangement that causes injustice to legal beneficiaries. This has produced divergent public understandings. Some Muslims may understand *Nuzriah* as a broad mechanism allowing transfer to selected beneficiaries, including legal heirs, while others understand it as subject to restrictions similar to Waṣiyyah or AMLA s 60(1). This divergence is precisely why a doctrinal and legal reassessment is necessary.

This article therefore proceeds on a careful distinction. It does not deny the authority of MUIS to issue religious guidance. It also does not deny the need for ijtihād in contemporary Muslim estate planning. Rather, it recognises *Nuzriah* as an important Singapore Muslim estate-planning development that seeks to serve maṣlaḥah in a complex property environment. The article's argument is narrower and more precise: when *Nuzriah* is structured as a transfer that becomes effective by reference to death, its legal effect must be carefully reconciled with the safeguards of *Hibah*, Waṣiyyah, *Nadhar*, *Faraid* and AMLA. The concern is not merely doctrinal. It is also evidentiary, procedural and practical. If the instrument is misunderstood or poorly drafted, heirs and beneficiaries may enter disputes after death when the maker can no longer clarify intention, capacity, ownership or the intended legal effect of the instrument.

## 2.0 LITERATURE REVIEW

The literature on *Nuzriah* in Singapore remains relatively specialised, locally grounded and still developing. Unlike *Hibah*, Waṣiyyah, *Nadhar* and *Faraid*, which are discussed extensively in classical and contemporary Muslim legal writings, *Nuzriah* has not yet been treated as a fully settled estate-planning doctrine in the major Muslim-law texts normally referred to in Muslim estate distribution. The available writings on *Nuzriah* are mainly found in MUIS-related *Fatwa* and *Irsyad* materials, local articles by religious teachers and legal practitioners, professional commentaries, the PhD thesis of Bakaram (2010), writings such as Mustar and Nor Muhamad (2012), Ahmad (2016), Hardjoe (2013), and the reported High Court decision in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210. This literature is important because it shows that *Nuzriah* is not merely a technical estate-planning device. It is a contemporary Singapore Muslim-law instrument situated at the intersection of *Nadhar*, *Hibah*, Waṣiyyah, *Faraid*, maṣlaḥah and the statutory framework of the Administration of Muslim Law Act 1966 (AMLA).

In Singapore Muslim estate planning, *Nuzriah*, also referred to as *Nazar-Nuzriah*, is generally explained as a form of *Nadhar* or *Nazar* by which a person vows to transfer part or all of his property to another person before death. The usual formula is that the transfer is stated to take effect three days before the death of the maker if death occurs through illness, or one hour before death if death occurs suddenly or by accident (MUIS, 1998, 2023; Bakaram, 2010). This formula creates the central difficulty in the literature. On one hand, *Nuzriah* is presented as *Nadhar* because it is framed as a vow. On the other hand, it has the practical objective of transferring property to

a selected beneficiary. It is different from ordinary *Hibah* because the transfer is not usually completed immediately during the lifetime of the maker. It is also close to Waṣiyyah because the practical effect of the instrument is directly connected to death.

The concept of *Nadhar* in Islamic law is therefore central to the discussion. *Nadhar* means a vow made by a person to perform an act for Allah. The act is originally not compulsory, but it becomes binding once the vow is made, provided that the act is lawful and capable of being performed (al-Nawawī, 2005; Ibn Qudāmah, 1997; al-Zuḥaylī, 2002). Classical discussions of *Nadhar* are usually found in the chapters of devotional acts, such as fasting, charity and other acts of obedience, rather than as a fully developed mechanism of estate transfer. This distinction is important. *Nadhar* is not by itself a complete method of transferring property. If the vow involves giving property to another person, the legal effect of the giving must still follow the relevant legal mechanism. If the property is transferred during the lifetime of the owner, it must comply with the rules of *Hibah*. If the property is transferred only upon death or because of death, it must comply with the rules of Waṣiyyah. Therefore, *Nuzriah* should not be described simply as a method of giving. It is more accurate to say that *Nuzriah* is a vow to give property, but the legal effect of the giving depends on whether the transaction is truly *Hibah*, Waṣiyyah or another recognised form of Muslim-law disposition.

The Qur'anic and juristic limits on vows also matter. Vows and oaths cannot be used to achieve an unlawful or unjust purpose. The Qur'an prohibits wrongful dealing and injustice, and the expiation for certain broken oaths is mentioned in al-Mā'idah 5:89. Classical jurists also recognised that a vow involving sin, disobedience or an unlawful object is not enforceable as an act of obedience to Allah (Ibn Qudāmah, 1997; al-Nawawī, 2005; al-Zuḥaylī, 2002). This means that if *Nuzriah* is used to deny lawful heirs their rights without valid justification, its status cannot be assessed only by looking at the form of the vow. Its substance, purpose and effect must also be examined.

The relationship between *Nuzriah* and *Hibah* has also been discussed in the literature. *Hibah* is a voluntary transfer of ownership without consideration during the lifetime of the donor. In the Shāfiʿī school, *Hibah* generally requires ījāb by the donor, qabūl by the donee and qabḍ or effective possession, especially where the gift involves specific property (al-Nawawī, 2005; al-Sharbīnī, 1997; al-Zuḥaylī, 2002). These requirements show that *Hibah* is not merely an expression of intention. It must involve a legally effective transfer of ownership. This creates difficulty for *Nuzriah*. In many *Nuzriah* documents, the maker continues to control and enjoy the property until death. The beneficiary may not take actual possession before the maker's death. Although the document may state that the transfer occurs three days before death or one hour before sudden death, in substance the transfer is usually not completed as an ordinary lifetime gift.

Some supporters of *Nuzriah* describe it as a form of deferred *Hibah* or an inter vivos vow rather than a testamentary bequest (Hardjoe, 2013; Mustar & Nor Muhamad, 2012). This argument attempts to justify *Nuzriah* as a lifetime disposition and not a Waṣiyyah. However, it remains problematic because an inter vivos gift must be completed during the lifetime of the donor and must not depend mainly on death. If the legal and practical effect of the instrument arises only because death has occurred, it becomes difficult to treat it as ordinary *Hibah*. Thus, *Nuzriah* may contain the intention of *Hibah*, but it does not automatically fulfil the legal requirements of *Hibah*.

The objection becomes stronger when *Nuzriah* is compared with Waṣiyyah. Waṣiyyah is a testamentary disposition that takes effect after death. Islamic law permits a Muslim to make Waṣiyyah, but it is subject to two major restrictions. First, it cannot exceed one-third of the net

estate unless the heirs consent after the death of the testator. Secondly, a bequest to an heir is not enforceable unless the other heirs give consent (Ibn Rushd, 1994; al-Zuḥaylī, 2002; Coulson, 1971). These restrictions protect the rights of *Faraid* heirs and prevent a person from using private instruments to defeat the Qur'anic distribution of inheritance. If *Nuzriah* is used to transfer property to selected beneficiaries, including legal heirs, in an amount exceeding one-third, the issue is no longer simply whether the maker has made a vow. The issue is whether the instrument is being used to avoid the restrictions of Waṣiyyah and *Faraid.*

The Singapore High Court decision in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210 is therefore central to the literature. The case directly considered a *Nuzriah* clause incorporated into a will. The testator divided his estate into three parts: one-third as *Nuzriah* for selected legal heirs, one-third for charitable purposes, and one-third according to *Faraid.* The defence relied on the view that *Nuzriah* was a form of *Nadhar* and a lifetime transaction, so that it should not be treated as a bequest and should not be subject to the one-third restriction or the rule against bequests to legal heirs beyond their *Faraid* entitlement. The plaintiff took the opposite position, arguing that because the transfer was tied to death and included in a will, the *Nuzriah* provision should be treated in substance as part of a testamentary arrangement and must therefore comply with the principles of Waṣiyyah and *Faraid.* The High Court declined to give effect to the *Nuzriah* provision as drafted. The significance of the decision is that the court looked at the legal effect of the instrument rather than merely accepting its religious label.

The juristic basis most frequently relied upon by supporters of *Nuzriah* comes from later Shāfiʿī and Hadramī literature. The two Arabic texts most often associated with *Nuzriah* are Bughyat al-Mustarshidīn, compiled by Sayyid ʿAbd al-Raḥmān bin Muḥammad bin Ḥusayn bin ʿUmar al-Mashhūr Bāʿalawī, and Sharḥ al-Yāqūt al-Nafīs by Muḥammad bin Aḥmad al-Shāṭirī. These sources were discussed in Mohamed Ismail and were relied upon to support the view that a conditional *Nadhar* made shortly before death could be valid. The significance of these texts lies in the fact that they provide the main juristic foundation used to support *Nuzriah.* At the same time, their scope must be understood carefully. They do not present *Nuzriah* as a modern statutory estate-planning instrument in the same way that it is discussed in Singapore today. Rather, they provide juristic material on conditional *Nadhar* that can be developed through contemporary ijtihād, subject to proper limits, clear drafting and consistency with the surrounding doctrines of Muslim law.

The discussion on Ibn Ḥajar al-Haytamī is especially important. Supporters of *Nuzriah* often rely on his discussion in Tuḥfat al-Muḥtāj on Kitāb al-Nadhr. In that discussion, Ibn Ḥajar considers forms of timing attached to *Nadhar* and discusses a case where a person makes a *Nadhar* of property in favour of another person before his death-illness. He indicates that where ownership is deemed to have passed before death-illness, the beneficiary may own the property without the participation of the other heirs (Ibn Ḥajar al-Haytamī, 1983, vol. 10, pp. 76–77). This statement provides an important Shāfiʿī basis for the argument that a conditional *Nadhar* may, in certain circumstances, take effect before maraḍ al-mawt. However, the statement must be read carefully. Ibn Ḥajar was discussing *Nadhar*, not creating a general estate-planning device capable of overriding Waṣiyyah and *Faraid.* His reasoning assumes that the *Nadhar* is legally effective before death-illness and that the subject matter falls properly within the law of *Nadhar.* It should not be extended automatically to every modern *Nuzriah* document, especially where the maker continues to control the property until death and the beneficiary does not obtain effective ownership before death.

The Hadramī Shāfiʿī *fatwa* literature provides a more specific example resembling the Singapore form of *Nuzriah*. In Bughyat al-Mustarshidīn, Bāʿalawī records a case where a person made a *Nadhar* for some of his daughters and children, attached to the condition that it would take effect three days before his death-illness if he died from illness, and one hour before death if he died suddenly. The text states that such *Nadhar* is valid in that case and that the property considered is the property owned at the time of making the *Nadhar*, not property acquired later, unless the maker intended to include later-acquired property (Bāʿalawī, 2016, p. 571). This text is significant because it is one of the clearest classical references resembling the Singapore *Nuzriah* formula. However, it also shows that the issue is not simple. In another related discussion, Bāʿalawī records disagreement on how to calculate the entitlement of the beneficiary where the *Nadhar* is made by reference to the share of a possible heir. The discussion compares *Nadhar* and Waṣiyyah, and explains that Waṣiyyah is tied to death, while *Nadhar* involves an immediate commitment, although its performance may be suspended by a condition (Bāʿalawī, 2016, pp. 571–572). This supports the pro-*Nuzriah* distinction between *Nadhar* and Waṣiyyah, but it also shows that *Nuzriah* should not be treated loosely. It must be examined according to the exact wording, timing, subject matter, beneficiary and legal effect of the instrument.

Al-Ramlī's Nihāyat al-Muḥtāj is also relevant because it is one of the two major relied-upon commentaries on al-Nawawī's Minhāj al-Ṭālibīn in the later Shāfiʿī school. In the chapter on *Nadhar*, al-Ramlī explains *Nadhar al-tabarrur* as a commitment to perform an act of *qurbah*, or an act connected to obedience and devotion to Allah. He also discusses the limits of *Nadhar*, including the problem of *Nadhar* that involves an impermissible or defective object (al-Ramlī, 1984, vol. 8, pp. 219–224). This is important because the validity of *Nuzriah* cannot depend only on the form of the vow. The object, purpose and effect of the vow must also be lawful and consistent with Islamic legal principles.

The Shāfiʿī literature therefore does not support a simple statement that *Nuzriah* is valid or invalid in every case. The more accurate position is that there is a later Shāfiʿī basis for conditional *Nadhar* before maraḍ al-mawt, especially in Ibn Ḥajar and the Hadramī *fatwa* tradition. At the same time, this basis is not equivalent to a general permission to use *Nuzriah* to defeat Waṣiyyah restrictions and *Faraid* rights. The Singapore use of *Nuzriah* must therefore be tested against the conditions of *Nadhar*, the requirements of effective property transfer, the rights of heirs and the statutory framework of AMLA.

The statutory and institutional context in Singapore further complicates the matter. AMLA provides the legal framework through which Muslim law is applied in matters of Muslim estate distribution. Section 114 refers to Muslim law and the sources by which the court may ascertain it, while section 60 deals with *wakaf* and *nazar* involving property. The works traditionally associated with this statutory framework include Syed Ameer Ali's Commentaries on Mahommedan Law, al-Nawawī's Minhāj al-Ṭālibīn, Baillie's Digest of Moohummudan Law, Wilson's Anglo-Muhammadan Law, Fyzee's Outlines of Muhammadan Law, and Tyabji's Muhammadan Law. These works discuss recognised concepts such as *Nadhar*, gift, will and inheritance, but they do not develop *Nuzriah* as an independent estate-planning doctrine. This absence does not automatically prove that *Nuzriah* is invalid, since modern instruments may develop through ijtihād, qiyās and administrative adaptation. Nevertheless, it raises an important doctrinal question: if *Nuzriah* is to be accepted as valid Muslim law in Singapore, its legal structure must still be anchored in recognised principles and must not contradict the safeguards attached to *Hibah*, Waṣiyyah, *Nadhar*, *Faraid* and AMLA.

MUIS-related materials and *Fatwa* form another major strand of the literature. MUIS has treated *Nuzriah* as a form of *Nadhar* or *Nazar*, namely a vow by which a person undertakes to transfer property to a beneficiary under specified conditions. This institutional position should be understood within the practical realities of Singapore Muslim estate planning, especially where families face issues involving matrimonial homes, joint tenancy, surviving spouses, dependants and property acquired within a civil-law ownership framework. MUIS-related materials indicate that *Nuzriah* may be used where the strict application of *Faraid* and Waṣiyyah is thought to cause hardship. This position is defended on the basis of maṣlaḥah and the need to avoid *mafsadah* in the Singapore context. Bakaram (2010) similarly acknowledges that *Nuzriah* is contentious, yet supports its use in appropriate situations based on maṣlaḥah and the avoidance of greater harm. Ahmad (2016) examines the doctrinal authority of the Singapore *Fatwa* and *Irsyad* on *Nazar-Nuzriah*, while Hardjoe (2013) describes the issue as a legal stalemate arising from MUIS's contemporary ijtihād. These writings are important because they show that the argument for *Nuzriah* is not based only on literal classical precedent. It is also based on institutional ijtihād, maṣlaḥah and the practical needs of Singaporean Muslim families.

Nevertheless, the institutional and *maslahah*-based argument does not fully resolve the central legal difficulty. A *Nadhar* or *Nuzriah* cannot be used to cause injustice to lawful heirs or to validate an act that is otherwise unlawful under Muslim law. *Faraid* is the default Islamic system for distributing a deceased Muslim's estate, with shares based on the Qur'anic provisions, especially al-Nisā' 4:11, 4:12 and 4:176. The purpose of *Faraid* is not only to distribute property, but also to protect family rights, avoid arbitrary preference and reduce disputes after death (Coulson, 1971; Ibn Rushd, 1994; al-Zuḥaylī, 2002). *Nuzriah* becomes controversial when it is used to give all or most of the estate to selected beneficiaries. If the beneficiaries are non-heirs, the issue may be whether the instrument exceeds the one-third limit. If the beneficiaries are legal heirs, the issue becomes more serious because it may amount to giving extra property to selected heirs without the consent of the others. This may cause injustice to heirs who are entitled under *Faraid*.

The literature therefore reveals a clear gap. Supporters of *Nuzriah* emphasise MUIS *Fatwa*, *maslahah*, later Shāfiʿī references and the practical needs of Muslim families in Singapore. More cautious readings emphasise the need to clarify the relationship between *Nuzriah* and the recognised doctrines of *Nadhar*, *Hibah*, Waṣiyyah and *Faraid*, especially where the instrument affects heirs' protected interests or is challenged in court. What remains insufficiently addressed is the internal doctrinal coherence of *Nuzriah* itself. The literature often discusses whether *Nuzriah* is useful and whether it responds to genuine hardship, but it does not sufficiently analyse how its structure can be reconciled simultaneously with *Nadhar*, *Hibah*, Waṣiyyah, *Faraid* and AMLA. This article therefore contributes to the discussion by examining *Nuzriah* not merely as a contested instrument, but as a contemporary *fatwa*-based mechanism whose validity and enforceability depend on its legal substance, purpose, beneficiaries, quantum, effect on heirs, AMLA and the reasoning of the Singapore civil court.

## 3.0 METHODOLOGY

This study adopts a doctrinal legal research method. This method is appropriate because the central question is not an empirical question of how many Muslims have executed *Nuzriah* deeds, but a normative and legal question: how *Nuzriah*, as a contemporary legal-religious instrument, should be understood under Muslim law as applied in Singapore. Doctrinal legal research examines statutes, reported cases, legal principles, authoritative texts, *Fatwa* materials and juristic reasoning

in order to clarify the applicable legal rules, their underlying rationale and their practical consequences.

The data collection involved four categories of materials. First, primary legal materials were examined, especially the Administration of Muslim Law Act 1966 (AMLA), reported Singapore cases on Muslim estate matters and the High Court decision in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210. Secondly, MUIS-related *Fatwa*, *Irsyad* materials and public guidance on *Nuzriah*, *Nazar* and joint tenancy were considered in order to understand the institutional reasoning and *maslahah*-based concerns behind the use of *Nuzriah* in Singapore. Thirdly, classical and contemporary *fiqh* writings on *Hibah*, Waṣiyyah, *Nadhar* and *Faraid* were used to identify the doctrinal elements of each instrument. Fourthly, practitioner writings and public materials were examined to understand how *Nuzriah* is explained to, and understood by, the Muslim community.

The data were analysed in three stages. The first stage was statutory analysis of AMLA, especially sections 60, 111, 112 and 114. The second stage was case analysis of Mohamed Ismail and related discussions on the legal effect of *Fatwa* in contested estate matters, including whether such *Fatwa* are treated as binding, persuasive or subject to judicial scrutiny when proprietary rights are disputed. The third stage was doctrinal comparison, in which the structure of *Nuzriah* was compared with the requirements of *Hibah*, Waṣiyyah, *Nadhar* and *Faraid*. This comparative method avoids conclusory statements such as "*Nuzriah* is valid" or "*Nuzriah* is invalid". Instead, it identifies the specific points at which *Nuzriah* may be reconciled with, or may create tension with, each doctrine.

This study also uses limited practitioner observation as contextual material. Such observation is relevant because Muslim estate-planning disputes, including those involving *Nuzriah*, may be settled privately, resolved through negotiation or remain unreported. These observations are not treated as binding legal authority and are not used to establish legal rules. They are used only to illustrate the practical importance of clearer drafting, public explanation and legal safeguards. Where a proposition is legal or doctrinal in nature, the article relies on AMLA, reported cases, *Fatwa* and *Irsyad* materials, *fiqh* sources and published commentary.

## 4.0 RESULTS

This section does not examine *Nuzriah* on the assumption that the MUIS *Fatwa* were issued without justification. Rather, it recognises that the *Fatwa* were intended to address practical hardship in Singapore Muslim estate planning. The issue examined here is narrower: whether the legal structure of *Nuzriah*, as commonly formulated and used, can be reconciled with the requirements of *Hibah*, Waṣiyyah, *Nadhar*, *Faraid* and the Administration of Muslim Law Act 1966 (AMLA) when its effect is disputed.

The analysis shows that *Nuzriah* remains a contentious and unsettled Muslim estate-planning instrument in Singapore. The controversy does not arise merely from the use of the term "*Nuzriah*", but from the legal effect of the instrument itself. In the Singapore formulation, *Nuzriah* is generally presented as a form of *Nadhar* or *Nazar* by which the maker vows to transfer property to a named beneficiary three days before death if death is caused by illness, or one hour before death if death is sudden. This structure is controversial because it uses the language of *Nadhar*, seeks to achieve the practical effect of *Hibah*, but is triggered by a condition closely connected with death.

The findings are organised according to five legal dimensions. Section 4.1 examines whether *Nuzriah* satisfies the requirements of *Hibah*. Section 4.2 considers whether its death-linked structure makes it resemble Waṣiyyah. Section 4.3 analyses whether it remains within the lawful scope of *Nadhar*. Section 4.4 considers its effect on *Faraid* heirs. Section 4.5 examines its consistency with AMLA, especially the statutory limitation on *Nazar* involving property.

The purpose of this analysis is not to reject the MUIS approach to *Nuzriah*, but to identify the doctrinal and legal conditions under which *Nuzriah* may function more coherently as a contemporary Singapore Muslim estate-planning instrument.

### 4.1 Nuzriah and Hibah

The first analytical issue is the uncertain legal nature of *Nuzriah*. It is commonly described by MUIS-related materials and supporters of *Nuzriah* as a form of *Nadhar* or *Nazar*, namely a vow by which the maker undertakes to transfer property to a named beneficiary under certain conditions. In the Singapore formulation, the transfer is usually stated to take effect three days before the maker's death if death is caused by illness, or one hour before death if death is sudden. This formulation is also reflected in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210, where the defence position was that the *Nuzriah* was a lifetime transaction and should not be treated as a bequest because it was said to take effect before death. Public explanations of *Nazar/Nuzriah* also describe it as a vow to give property to another person, with the transfer taking effect within the stated period before death (Ahmad, 2016; SingaporeLegalAdvice, 2024; Mohamed Ismail [2004] SGHC 210).

This description shows that *Nuzriah* contains an element of *Hibah* because its practical purpose is to transfer property gratuitously to another person. However, the presence of a gifting intention does not by itself make the instrument a valid *Hibah*. In Islamic law, *Hibah* is a voluntary transfer of ownership without consideration during the lifetime of the donor. In the Shāfiʿī school, a valid *Hibah* ordinarily requires a donor, a donee, a subject matter capable of being transferred, offer by the donor (ījāb), acceptance by the donee (qabūl) and effective possession or delivery (qabḍ) according to the nature of the property (al-Nawawī, 2005; al-Sharbīnī, 1997; Ibn Ḥajar al-Haytamī, 1983; al-Zuḥaylī, 2002). These requirements show that *Hibah* is not merely a declaration of intention by the donor. It is a legal transfer of ownership that must be completed during the donor's lifetime.

When *Nuzriah* is tested against these requirements, the difficulty becomes clearer. First, many *Nuzriah* documents are drafted as unilateral declarations by the maker. They emphasise the maker's vow or intention, but do not clearly record a bilateral *Hibah* contract involving ījāb and qabūl between donor and donee. This is significant because, under the Shāfiʿī doctrine commonly relied upon in Singapore Muslim law, the form of a gift is not complete merely by the donor's statement if the donee's acceptance and effective transfer are absent. Secondly, the beneficiary may not obtain qabḍ or effective possession before the maker's death. The maker may continue to control, occupy, use or deal with the property until death. In such a case, the instrument may express an intention to give, but the legal incidents of ownership are not clearly transferred during life.

The MUIS sample *Nazar* statement further illustrates this ambiguity. The maker first states that he or she makes a *Nazar* to relinquish all ownership of the house and give it to the named person. The statement then provides that the transfer of ownership is enforceable three days before death if death is due to sickness, or one hour before death if death is due to accident or sudden death. This wording creates two related problems. The first is a *Hibah* problem: if

ownership has not in fact been delivered to the beneficiary during the maker's life, the instrument may not satisfy the requirements of a completed gift. The second is a timing problem: the operative moment of transfer is deliberately tied to death, making the instrument closer in effect to a testamentary arrangement than to an ordinary lifetime *Hibah*.

It is therefore too simple to say that *Nuzriah* is invalid merely because it contains a gift. The more accurate analysis is that *Nuzriah* is a hybrid instrument. It uses the language of *Nadhar*, seeks to achieve the practical effect of *Hibah*, but is triggered by a condition connected to death. Because of this hybrid nature, its validity cannot be assumed from the rules of *Nadhar* alone. If it is defended as *Hibah*, it must satisfy the requirements of *Hibah*, including ījāb, qabūl and qabḍ. If these elements are absent or uncertain, especially where the maker retains control of the property until death, *Nuzriah* cannot be treated as a completed *Hibah* under the Shāfiʿī framework. This does not mean that every form of *Nuzriah* must necessarily fail in the same way. It means that each *Nuzriah* document must be examined according to its wording, the timing of transfer, the existence of acceptance and possession, and the actual legal effect on the property and the heirs.

## 4.2 *Nuztiah* and Waṣiyyah

The second issue requiring clarification is the close resemblance between *Nuzriah* and Waṣiyyah. The *Nuzriah* formula usually provides that the transfer will take effect three days before death if death is caused by illness, or one hour before death if death is sudden (Ahmad, 2016; SingaporeLegalAdvice, 2024). At first glance, this wording appears to avoid the law of Waṣiyyah because the transfer is said to occur before death. However, the condition creates three forms of legal uncertainty.

First, it creates evidentiary uncertainty. After the maker dies, the heirs and beneficiaries may dispute whether the relevant condition had in fact occurred: whether the maker was already in the illness that led to death, when the three-day period began, whether the death was sudden, and whether the one-hour condition could be proven. These facts are usually reconstructed only after death, when the maker can no longer confirm his intention or the timing of the transfer (Ahmad, 2016; Hardjoe, 2013).

Secondly, it creates transactional uncertainty. A valid lifetime transfer normally requires a clear point at which ownership passes from the donor to the beneficiary. In *Nuzriah*, that point is uncertain because it is determined retrospectively by reference to death. The maker may continue to possess, use and control the property until death, while the beneficiary may claim that ownership had already shifted shortly before death. This creates difficulty in identifying who owned the property during the critical period immediately before death (Hardjoe, 2013; SingaporeLegalAdvice, 2024).

Thirdly, it creates risk of unintended misuse. If the instrument is accepted as a lifetime transfer merely because it states that it takes effect shortly before death, it may be used to avoid the restrictions imposed on Waṣiyyah and *Faraid*. A person could, in substance, dispose of most or all of his estate to selected beneficiaries, including legal heirs, while presenting the arrangement as *Nadhar* or *Hibah* rather than as Waṣiyyah. This is precisely why the legal substance of *Nuzriah* must be examined, not merely its wording (Bakaram, 2010; Hardjoe, 2013; Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210).

The decision in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210 is central to this issue. In that case, the *Nuzriah* clause was incorporated into a will. The testator divided the estate into three parts: one-third was to be distributed to selected

legal heirs under *Nuzriah*, one-third was allocated for charitable purposes, and one-third was to be distributed according to *Faraid* (Mohamed Ismail [2004] SGHC 210). The defence argued that *Nuzriah* was a form of *Nadhar* and a lifetime transaction; therefore, it should not be treated as a bequest and should not be subject to the one-third restriction or the rule against bequests to legal heirs beyond their *Faraid* entitlement. The plaintiff argued that the provision was connected to death and should therefore comply with the principles of Waṣiyyah and *Faraid* (Mohamed Ismail [2004] SGHC 210).

The ratio of MPH Rubin J's decision should be understood carefully. The court did not merely reject the word "*Nuzriah*" as a label. Nor is it accurate to say, without qualification, that the court expressly reclassified every possible *Nuzriah* arrangement as Waṣiyyah in all circumstances. Rather, the court examined the factual and legal substance of the arrangement before it. The *Nuzriah* clause was contained in a will, was designed to take effect in connection with the testator's death, and was used to benefit selected legal heirs outside the ordinary *Faraid* distribution. In that factual matrix, the court declined to give effect to the *Nuzriah* provision as drafted. The decision therefore supports a substance-over-form analysis: where a *Nuzriah* arrangement operates in practical effect as a disposition upon death, it cannot avoid the safeguards attached to Waṣiyyah and *Faraid* merely by being labelled as *Nadhar* (Mohamed Ismail [2004] SGHC 210; Hardjoe, 2013).

This factual matrix parallels the common *Nuzriah* structure. Both involve a declared transfer to named beneficiaries, a condition tied to the maker's death, and an attempt to remove the property from the ordinary estate distribution framework. The fact that the transfer is worded as taking effect three days or one hour before death does not by itself make it a completed lifetime gift. If, in substance, the beneficiary receives the property only because death has occurred or is imminent, the instrument is closer to a testamentary disposition than to an ordinary inter vivos *Hibah* (Mohamed Ismail [2004] SGHC 210; Ahmad, 2016; SingaporeLegalAdvice, 2024).

This conclusion is also relevant to the statutory framework. Section 60(1) of the Administration of Muslim Law Act 1966 (AMLA) provides that, whether or not made by way of will or death-bed gift, no *wakaf* or *nazar* made after 1 July 1968 and involving more than one-third of the property of the maker is valid in respect of the excess beyond such one-third (Administration of Muslim Law Act 1966, s 60(1)). The provision is important because it expressly refers to *nazar* and places a statutory limit on property dispositions of this nature. Where the deceased leaves legal heirs, the one-third rule protects the heirs' entitlement to the remaining estate. A disposition beyond one-third is not automatically effective merely because the maker intended it. It may only operate beyond the permitted portion if the legally entitled heirs consent after the death of the maker (Administration of Muslim Law Act 1966, s 60(1); al-Zuḥaylī, 2002; Ibn Rushd, 1994).

Therefore, the issue is not simply whether *Nuzriah* is automatically invalid under AMLA s 60(1). The more precise issue is whether *Nuzriah* is being structured to avoid the unintended displacement of statutory and Waṣiyyah safeguards by describing a death-linked transfer as *Nadhar* or *Hibah*. If *Nuzriah* is genuinely completed as a lawful lifetime transfer, different legal considerations may arise. However, where the transfer is conditional upon death, benefits selected heirs, exceeds one-third of the estate, or is not supported by the consent of the other heirs, it resembles a testamentary disposition and should be tested against the safeguards of Waṣiyyah, *Faraid* and AMLA s 60(1) (Mohamed Ismail [2004] SGHC 210; Administration of Muslim Law Act 1966, s 60(1); al-Zuḥaylī, 2002).

## 4.3 Nuzriah and Nadhar

The third difficulty concerns the relationship between *Nuzriah* and the doctrine of *Nadhar*. In Islamic law, *Nadhar* or *Nazar* is a vow by which a person binds himself to perform an act for Allah. The act may originally be voluntary, but once the vow is validly made, it becomes binding on the maker, provided that the subject matter of the vow is lawful, capable of performance and not contrary to the Sharīʿah. Classical jurists generally discuss *Nadhar* in the context of devotional or charitable acts, such as fasting, charity and other acts of obedience. They also recognise that a vow to commit sin, injustice or an unlawful act is not enforceable as an act of obedience to Allah (al-Nawawī, 2005; Ibn Qudāmah, 1997; al-Zuḥaylī, 2002). In the Singapore statutory context, AMLA also recognises *Nazar* as a legally relevant category, particularly in section 60, which regulates *wakaf* and *nazar* involving property (Administration of Muslim Law Act 1966, s 60).

MUIS-related materials and supporters of *Nuzriah* generally explain *Nuzriah* as a form of *Nadhar* or *Nazar*. The basic reasoning is that a person may make a vow to transfer property to another person, and that the transfer may be structured to take effect before death, commonly three days before death if death is due to illness or one hour before death if death is sudden. On this understanding, *Nuzriah* is presented not as an ordinary Waṣiyyah, but as a religious vow or lifetime arrangement that may be used to avoid hardship, protect dependants, or deal with problems arising from jointly owned property. This reasoning is also connected to MUIS's earlier treatment of joint tenancy. The 1997 *Fatwa* treated joint tenancy as a form of shared ownership based on *sharikah*, with each joint tenant regarded as owning 50% of the property. The 2008 *Fatwa* maintained the 50%-50% position but allowed joint tenants to execute an additional religious document such as *Nuzriah* or *Hibah* Ruqbā if they intended the deceased joint tenant's share to pass to the surviving joint tenant (MUIS, 2019; MUIS, n.d.).

This reasoning should be presented fairly before it is criticised. The concern addressed by MUIS was a practical one. In a matrimonial home held under joint tenancy, the strict application of *Faraid* to the deceased's share could require the surviving spouse or joint tenant to account to other heirs, even though the house may have been acquired and occupied as the family home. *Nuzriah* was therefore presented as one possible religious instrument to harmonise the joint-tenancy arrangement with Muslim law and to reduce hardship. Bakaram (2010) similarly explains the use of *Nuzriah* in terms of *maslahah* and the avoidance of *mafsadah* where strict application of *Faraid* and Waṣiyyah may cause difficulty. Ahmad (2016) also treats *Nazar-Nuzriah* as part of the Singapore *Fatwa* and *Irsyad* discourse, while Hardjoe (2013) frames the issue as a continuing legal stalemate between MUIS's ijtihād and the approach of the civil courts.

However, the validity of *Nuzriah* cannot be determined merely by describing it as *Nadhar*. The doctrinal question is whether the subject matter and effect of the vow remain lawful. If the vow is used to perform an act that is itself permissible, such as compensating a person who contributed to the purchase of property, protecting a genuine dependant, or preventing hardship without depriving lawful heirs unjustly, the argument from *maslahah* may be relevant. But if the vow is used to transfer all or most of the estate to selected beneficiaries, especially selected legal heirs, without the consent of other heirs, the issue becomes more serious. In that situation, the instrument may no longer operate merely as a vow to do good. It may operate in substance as a mechanism to bypass Waṣiyyah, *Faraid* and the statutory limitation imposed on *Nazar* under AMLA s 60(1).

The claim of injustice must therefore be framed carefully. It should not be stated as a bare empirical assertion that *Nuzriah* has caused injustice in many cases unless supported by reported cases or empirical data. The concrete legal evidence available is the reported decision in Mohamed

Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210. In that case, the *Nuzriah* clause was used to allocate one-third of the estate to selected legal heirs. The dispute arose because other heirs challenged the provision and argued that it was inconsistent with Muslim law. The High Court declined to give effect to the *Nuzriah* provision as drafted. This case does not prove that every *Nuzriah* necessarily causes injustice. It does, however, show the legal risk that a death-linked *Nadhar* may create conflict among heirs when it is used to alter the ordinary distribution of the estate.

It is therefore necessary to distinguish between doctrinal invalidity and policy concern. Doctrinal invalidity arises where the *Nuzriah* fails to satisfy the requirements of a valid *Nadhar*, *Hibah* or lawful property disposition, or where it attempts to avoid the mandatory safeguards of Waṣiyyah, *Faraid* and AMLA. Policy concern arises even where the instrument is argued to be technically valid, because its use may still create uncertainty, family conflict, misunderstanding among lay Muslims, or unequal treatment of heirs. The first question is whether the instrument is legally valid. The second question is whether it should be promoted widely as an estate-planning mechanism without careful explanation of its limits.

Accordingly, the better view is not to say in absolute terms that every *Nuzriah* conflicts with *Nadhar*. A more precise position is that *Nuzriah* becomes problematic when the vow is used to produce an effect that the law of *Nadhar* itself cannot justify: namely, a death-linked transfer that deprives lawful heirs, exceeds the one-third limit, benefits selected heirs without consent, or avoids the safeguards of Waṣiyyah and *Faraid*. In such cases, the problem is not the word "*Nadhar*" itself, but the use of *Nadhar* to achieve an estate-distribution outcome that may be inconsistent with the purpose of a lawful vow, the rights of heirs, and the statutory framework of AMLA.

### 4.4 Nuzriah and Faraid

In Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210, the testator's will divided the estate into three portions: one-third was allocated under *Nuzriah* to selected legal heirs, one-third was allocated for charitable purposes, and one-third was to be distributed according to *Faraid*. The plaintiffs, who were also among the testator's children and *Faraid* beneficiaries, challenged parts of the will. The dispute therefore illustrates how a *Nuzriah* clause may alter the ordinary *Faraid* distribution by benefiting selected heirs and reducing what other heirs would otherwise receive under the default inheritance scheme (Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210).

This does not mean that every *Nuzriah* necessarily violates *Faraid*. The issue is more specific. *Faraid* operates as the default system for distributing a deceased Muslim's estate. If an instrument is validly completed during life, the transferred property may no longer form part of the deceased's estate. However, where *Nuzriah* is structured as a death-linked transfer, especially where the maker retains control of the property until death and the beneficiary receives the benefit only because death has occurred or is imminent, the instrument may resemble a testamentary disposition. In that situation, the concern is that *Nuzriah* may be used to remove property from the estate and thereby reduce the shares of *Faraid* heirs without their consent (Ahmad, 2016; Hardjoe, 2013; SingaporeLegalAdvice, 2024).

The concern is also visible in the development of MUIS's *Fatwa* on joint tenancy. The 1997 *Fatwa* treated joint tenancy as a form of *sharikah*, with each joint tenant regarded as owning 50% of the property. Upon the death of one joint tenant, the surviving joint tenant retained only his or her own 50% share, while the deceased's 50% share was to be distributed to the deceased's beneficiaries according to *Faraid*. The 2008 *Fatwa* maintained the 50%-50% position but allowed

joint tenants to execute an additional religious document, such as *Nuẓriah* or *Hibah* Ruqbā, if they wished the deceased joint tenant's share to pass to the surviving joint tenant (MUIS, 2019; MUIS, n.d.). This shows that the use of *Nuẓriah* in Singapore did not arise merely as a hypothetical issue; it was connected to real estate-planning concerns involving the distribution of property and the potential displacement of *Faraid* shares.

The analytical point is therefore not that *Nadhar* is always inconsistent with *Faraid*. A lawful lifetime gift or a valid *Nadhar* that is completed before death may fall outside the estate and therefore outside *Faraid* distribution. The problem arises where *Nuẓriah* is used to achieve, in substance, what Waṣiyyah and *Faraid* restrict: giving selected beneficiaries, including legal heirs, more than what they could receive under the ordinary inheritance rules without the consent of the other heirs. In such circumstances, the instrument is not merely a devotional vow; it has a direct distributive effect on the estate and may conflict with the protective function of *Faraid* (Ibn Rushd, 1994, vol. 2; al-Zuḥaylī, 2002, vol. 8).

Accordingly, the more precise conclusion is that *Nuẓriah* is not automatically invalid merely because it affects estate planning. Rather, it becomes inconsistent with *Faraid* where it is used as a death-linked mechanism to prefer certain heirs, exclude others, exceed the one-third limitation, or avoid the requirement of heirs' consent. The reported decision in Mohamed Ismail provides the clearest judicial example of this risk, while MUIS's joint-tenancy *Fatwa* and the surrounding literature show the administrative and practical context in which this risk arises (Mohamed Ismail [2004] SGHC 210; MUIS, 2019; Ahmad, 2016; Hardjoe, 2013).

### 4.5 *Nuztiah* under AMLA

The legal position of *Nuẓriah* must also be tested against the Administration of Muslim Law Act 1966 (AMLA). The difficulty arises because *Nuẓriah* is often presented as a form of *Naẓar* or *Nadhar* by which a person may transfer property to selected beneficiaries before death, including legal heirs, and in some formulations without the ordinary one-third restriction applicable to Waṣiyyah. This claim is reflected in the defence position recorded in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210, where it was argued that *Nuẓriah* was a lifetime transaction and not a bequest; therefore, the one-third rule and the rule restricting bequests to legal heirs beyond their *Faraid* entitlement did not apply (Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210).

This claim must be read together with AMLA s 60(1). The provision states that, whether or not made by way of will or death-bed gift, no *wakaf* or *naẓar* made after 1 July 1968 and involving more than one-third of the property of the maker is valid in respect of the excess beyond such one-third (Administration of Muslim Law Act 1966, s 60(1)). The wording is significant for two reasons. First, it expressly refers to *Naẓar*, not only to Waṣiyyah. Secondly, it prevents a *Naẓar* involving property from being used freely beyond one-third where the disposition falls within the statutory restriction. Therefore, if *Nuẓriah* is structured as a death-linked *Naẓar* involving more than one-third of the maker's property, it cannot simply be assumed to be valid in respect of the excess merely because it is described as *Nadhar* or *Naẓar*.

The point should be stated precisely. AMLA s 60(1) does not necessarily mean that every *Nuẓriah* is automatically invalid. If a property transfer is genuinely completed during the maker's lifetime and satisfies the relevant legal requirements, different considerations may arise. However, where the *Nuẓriah* is conditional upon death, resembles a testamentary disposition, exceeds one-third of the maker's property, or benefits selected legal heirs without the consent of other heirs, it

raises a serious question under AMLA s 60(1), Waṣiyyah and *Faraid*. In such a case, the issue is whether *Nuzriah* is being used to circumvent the statutory and doctrinal safeguards governing Muslim estate distribution.

The judicial position should also be expressed accurately. It is too broad to say that the civil courts have "rejected all MUIS *Fatwa*" on estate distribution. The more accurate statement is that the civil court may consider a Fatwā, but it does not necessarily treat the Fatwā as conclusive or legally binding in determining proprietary rights in a contested estate. In Mohamed Ismail, the High Court considered the *Nuzriah* argument and the materials relied upon by the defence, but ultimately declined to give effect to the *Nuzriah* clause as drafted. The court's reasoning was not a general rejection of MUIS as an institution. Rather, the court examined the legal substance of the arrangement before it: the *Nuzriah* clause was contained in a will, was tied to the testator's death, benefited selected legal heirs, and was argued to operate outside the ordinary restrictions of Waṣiyyah and *Faraid*. The court's approach therefore demonstrates that, in a contested estate, the civil court will determine the legal effect of the instrument according to AMLA and the applicable principles of Muslim law, rather than accepting the label "*Nuzriah*" as determinative (Mohamed Ismail [2004] SGHC 210).

The uncertainties created by *Nuzriah* may be grouped into three categories. The first is doctrinal uncertainty. *Nuzriah* is described as *Nadhar*, but it seeks to achieve the practical effect of *Hibah* and is triggered by a condition connected to death. This makes it unclear whether it should be governed by the rules of *Nadhar*, *Hibah*, Waṣiyyah or *Faraid*. The second is evidentiary uncertainty. The transfer is said to take effect three days before death if death is due to illness, or one hour before death if death is sudden. After death, heirs and beneficiaries may dispute whether the relevant condition was satisfied and when the transfer allegedly occurred. The third is procedural uncertainty. Although *Nuzriah* may be promoted as a religious estate-planning instrument, its enforceability in a disputed estate may ultimately be determined by the civil court applying AMLA and Muslim-law principles (Ahmad, 2016; Hardjoe, 2013; SingaporeLegalAdvice, 2024; Mohamed Ismail [2004] SGHC 210).

These uncertainties show why *Nuzriah* requires careful reconciliation with the relevant doctrines of *Hibah*, Waṣiyyah, *Nadhar*, *Faraid* and AMLA. In relation to *Hibah*, the issue is whether the instrument involves a completed lifetime transfer with clear acceptance and possession by the beneficiary. In relation to Waṣiyyah, the issue is whether the death-linked timing makes the instrument resemble a testamentary disposition. In relation to *Nadhar*, the issue is whether the vow remains directed to a lawful and just purpose. In relation to *Faraid*, the issue is whether the instrument affects the protected shares of lawful heirs without proper justification or consent. In relation to AMLA s 60(1), the issue is whether a *Nazar* involving more than one-third of the maker's property can operate beyond the statutory limitation without further legal safeguards.

This does not deny that the argument for *Nuzriah* is sometimes driven by genuine concerns. Bakaram (2010) acknowledges that *Nuzriah* is surrounded by legal controversies and complications, yet suggests that it may be accepted by some jurists and used by a Muftī in appropriate cases where strict observance of *Faraid* and Waṣiyyah may cause greater harm. MUIS-related materials on joint tenancy also show that *Nuzriah* and *Hibah* Ruqbā were presented as additional documents that joint tenants could execute if they wished their share to pass to the surviving joint tenant (MUIS, 2019; MUIS, n.d.). However, the existence of a practical need does not remove the need for doctrinal and statutory compliance. *Maslahah* may explain why an instrument is proposed, but it does not by itself prove that the instrument is legally enforceable in court or that it may operate without the necessary safeguards of Waṣiyyah, *Faraid* and AMLA.

The potential future implications should therefore be identified at this stage rather than deferred. Legally, recognition of *Nuzriah* as an unrestricted asset-transfer mechanism may create conflict with AMLA s 60(1), Waṣiyyah restrictions and *Faraid* entitlements. Procedurally, it may increase disputes between beneficiaries named in *Nuzriah* deeds and legal heirs who challenge the validity of the instrument. Institutionally, it may widen the gap between religious advice and civil-court enforceability if Muslims execute *Nuzriah* documents believing that they will certainly be upheld. At the community level, it may encourage reliance on an unsettled mechanism instead of clearer and less contentious instruments such as properly completed lifetime *Hibah*, Waṣiyyah within the recognised limits, *Hibah* Ruqbā or other arrangements that are structured with full awareness of AMLA and Muslim-law requirements. For these reasons, *Nuzriah* should not be presented as a simple or unrestricted estate-planning mechanism. Its value as a contemporary ijtihād-based instrument can be preserved only if its use is accompanied by clear explanation, careful drafting and safeguards that align it with *Hibah*, Waṣiyyah, *Nadhar*, *Faraid* and AMLA. Its validity must therefore be assessed according to its wording, timing, beneficiaries, quantum, transfer of ownership, effect on heirs and enforceability under Singapore law.

## 5.0 DISCUSSION AND RECOMMENDATION

### 5.1 *Nuztiah* as Contemporary Ijtihād: *Maslahah*, Family Hardship and Legal Enforceability

The preceding analysis shows that the debate on *Nuzriah* in Singapore should not be reduced to a simple opposition between MUIS's *Fatwa* and the civil court's approach. *Nuzriah* emerged within a specific Singaporean context, where Muslims face practical challenges in managing family property, matrimonial homes, joint tenancy, dependants, adopted children and other estate-planning concerns. The MUIS position on *Nuzriah* may therefore be understood as an attempt to provide a Muslim-law response to contemporary social and property realities. Although *Nuzriah* is not expressly mentioned by name in the Qur'an and Sunnah, this does not by itself undermine its juristic relevance. Many contemporary legal instruments are developed through ijtihād, qiyās, taṭbīq *fiqh*ī and institutional *fatwa*-making, provided that they remain consistent with the broader objectives and principles of the Sharīʿah.

In this sense, the pro-*Nuzriah* position is not without juristic foundation. It relies on several connected arguments: the later Shāfiʿī and Hadramī materials on conditional *Nadhar*, MUIS's contemporary ijtihād, the role of *maslahah* in Singapore Muslim estate planning, and the need to address hardship that may arise from the strict application of *Faraid* and Waṣiyyah in certain family situations (Bakaram, 2010; Hardjoe, 2013; Mustar & Nor Muhamad, 2012; Ahmad, 2016). Hardjoe's discussion of "Contemporary *Nuzriah* – Legal Stalemate on the MUIS *Ijtihad*" frames the issue as a tension between MUIS's ijtihād and the approach taken by the Singapore courts. Mustar and Nor Muhamad analyse *Nuzriah* as part of the need for ijtihād in inheritance management in Singapore. Bakaram's thesis also acknowledges that *Nuzriah* is contentious, yet presents it as a possible instrument where the strict observance of *Faraid* and Waṣiyyah may create greater harm. These writings show that support for *Nuzriah* is not based merely on institutional preference. It is also grounded in the search for a practical Muslim-law mechanism that can serve *maslahah* in a modern urban society.

The invocation of *maslahah* in support of *Nuzriah* deserves fair consideration. In many Singaporean Muslim families, property ownership does not always fit neatly into classical estate categories. A matrimonial home may be jointly owned and occupied by a surviving spouse. A child

may have contributed financially to a property registered in the name of the parents. An adopted child or dependant may have been cared for as part of the family but may not inherit under *Faraid*. In such situations, a rigid application of estate distribution without proper planning may create hardship, family conflict and outcomes that appear inconsistent with the wider spirit of justice and welfare in the Sharīʿah. From this perspective, MUIS's *Fatwa* on *Nuzriah* may be appreciated as an attempt to preserve family welfare, prevent hardship and adapt Muslim estate planning to the Singapore legal and social environment.

At the same time, recognising the *maslahah* behind *Nuzriah* does not remove the need for doctrinal and legal scrutiny. *Maslahah* is an important juristic consideration, but its application in estate planning must be reconciled with established inheritance safeguards, including the one-third rule, the rights of heirs, the requirements of valid property transfer and the statutory framework of AMLA. The rules of Waṣiyyah and *Faraid* are not merely technical rules. They protect family rights, prevent arbitrary preference and reduce disputes after death. Therefore, the issue is not whether MUIS was attempting to address a genuine social need. The more precise issue is whether a particular *Nuzriah* document, as drafted and used, satisfies the requirements of *Nadhar*, *Hibah*, Waṣiyyah, *Faraid* and AMLA when its legal effect is later disputed.

This distinction allows a more balanced assessment of *Nuzriah*. It is not necessary to reject *Nuzriah* simply because the term does not appear expressly in the Qur'an, Hadith or earlier Muslim-law texts. The absence of a specific term does not prevent jurists from developing new instruments through ijtihād where there is a genuine need and where the instrument is consistent with Sharīʿah principles. The real question is whether the underlying structure of *Nuzriah* can be justified doctrinally. That structure involves a vow, a gratuitous transfer of property, a condition tied to death, possible benefit to legal heirs, and possible reduction of other heirs' shares. These elements must be assessed according to their legal substance, not merely by the name given to the instrument.

Later Shāfiʿī and Hadramī references provide some juristic basis for conditional *Nadhar* before maraḍ al-mawt. The materials associated with Ibn Ḥajar al-Haytamī, Bughyat al-Mustarshidīn and al-Yāqūt al-Nafīs are therefore relevant and should not be dismissed lightly. They show that the idea of a conditional *Nadhar* connected to the period before death has some foundation within a strand of later Shāfiʿī discussion. However, the use of these references in contemporary Singapore requires careful application. They do not automatically mean that every modern *Nuzriah* deed is valid, enforceable and capable of transferring any amount of property to any beneficiary regardless of the rights of other heirs. Rather, they support the possibility of *Nuzriah* as an ijtihād-based instrument, subject to proper limits, clear drafting and consistency with the surrounding doctrines of Muslim law.

The decision in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210 should also be understood in this balanced manner. The case does not necessarily mean that every possible form of *Nuzriah* is religiously invalid. It shows, however, that when a *Nuzriah* clause is disputed in court, the civil court will examine the legal substance and effect of the arrangement. In that case, the *Nuzriah* clause was incorporated into a will, tied to the testator's death and used to benefit selected legal heirs. The court therefore declined to give effect to the clause as drafted. The lesson from the case is not that MUIS's attempt at ijtihād was without value, but that religious advice and legal enforceability must be carefully aligned where proprietary rights and estate distribution are concerned.

For that reason, the attempt to recognise or codify *Nuzriah* under AMLA should not be rejected outright, but it should be approached with careful safeguards. Codification may have advantages. It could reduce uncertainty, align religious guidance with legal enforceability and provide clearer protection for Muslims who rely on MUIS's *Fatwa* in good faith. It could also help prevent inconsistent advice by private will-writing companies or estate-planning practitioners. However, codification would need to define the scope of *Nuzriah* carefully. It should clarify whether *Nuzriah* is treated as *Nadhar*, *Hibah*, a sui generis Muslim-law instrument, or a conditional property arrangement. It should also clarify its relationship with the one-third rule, heirs' consent, possession, revocation, proof of death-related conditions and the rights of *Faraid* heirs.

The recommendations should therefore be constructive rather than dismissive. First, MUIS may consider issuing clearer public guidance explaining the purpose, scope and limits of *Nuzriah*. Such guidance could state that *Nuzriah* is intended to address genuine hardship and family welfare, not to be used as an unrestricted device to defeat lawful heirs. Secondly, practitioners and will-writing companies should explain both the religious rationale and the legal risks of *Nuzriah*, including the possibility that its enforceability may be examined by the civil court. Thirdly, policymakers may consider whether statutory recognition of *Nuzriah* is desirable, but only if its doctrinal basis, procedural requirements and relationship with AMLA, Waṣiyyah and *Faraid* are clearly articulated. Fourthly, further research should be encouraged to refine *Nuzriah* as a distinct Singapore Muslim estate-planning instrument grounded in *maslahah*, contemporary ijtihād and the broader objectives of the Sharīʿah.

Accordingly, the discussion does not deny the importance of the MUIS *Fatwa* on *Nuzriah*. On the contrary, the *Fatwa* may be seen as an important attempt by Singapore Muslim scholars to respond to real property and family challenges faced by the community. The main concern is not the legitimacy of ijtihād itself, but the need to ensure that the instrument produced through ijtihād is doctrinally coherent, clearly drafted, fairly applied and legally enforceable. *Nuzriah* may therefore be understood as a potentially valuable contemporary instrument, but its continued use requires clearer limits, stronger public explanation and closer harmonisation between *fatwa*-based guidance, Muslim legal doctrine and the Singapore statutory framework.

### 5.2 The MUIS *Nazar/Nadhar* Statement: Harmonisation, Drafting and Legal Safeguards

The discussion above shows that *Nuzriah* should be understood within the wider context of contemporary ijtihād and *maslahah* in Singapore Muslim estate planning. This is particularly important when examining the *Nazar* or *Nadhar* statement sample associated with MUIS guidance. The statement should not be read merely as a technical document. It reflects an institutional attempt to respond to a practical problem faced by many Muslim families in Singapore, especially in relation to matrimonial homes, joint tenancy and the protection of surviving family members.

The structure of the *Nazar* statement appears to have been designed to harmonise the civil-law effect of joint tenancy with Muslim-law concerns arising from the 1997 and 2008 MUIS *Fatwa* on joint tenancy. The 1997 *Fatwa* treated joint tenancy as a form of shared ownership based on *sharikah*, whereby each joint tenant was regarded as owning 50% of the property. The 2008 *Fatwa* maintained this position but allowed joint tenants to execute an additional religious document, such as *Nuzriah* or *Hibah* Ruqbā, if they intended the deceased joint tenant's share to pass to the surviving joint tenant (MUIS, 2019; MUIS, n.d.). Seen in this light, the *Nazar* statement was not introduced without reason. It was part of an attempt to preserve the welfare of the surviving joint

tenant and to reduce hardship that might arise if the deceased's share of the matrimonial home had to be distributed immediately according to *Faraid*.

It is also significant that the sample statement uses the term "*Nazar*" rather than "*Nuzriah*". This wording may be understood as an attempt to anchor the instrument within a recognised Islamic legal category. *Nazar* or *Nadhar* is a known concept in Islamic law, whereas the term *Nuzriah* is more specific to the Singapore and Hadramī-Shāfiʿī discourse. By using the language of *Nazar*, the statement reflects the view that *Nuzriah* is not intended to operate as a conventional will, but as a vow-based arrangement. This approach is consistent with the reasoning of those who defend *Nuzriah* as a form of conditional *Nadhar* and as a product of contemporary ijtihād responding to modern property arrangements (Bakaram, 2010; Ahmad, 2016; Hardjoe, 2013).

Nevertheless, the drafting of the *Nazar* statement requires careful legal analysis. The statement contains two related elements: first, the maker declares an intention to relinquish ownership of the property and give it to the named beneficiary; secondly, the maker declares that the transfer is enforceable three days before death if death is due to sickness, or one hour before death if death is sudden. These elements show that the document is not a simple *Hibah* and not an ordinary Waṣiyyah. It uses the language of *Nazar*, seeks to produce the effect of a property transfer, and connects enforceability to a period immediately preceding death. This hybrid structure is precisely why *Nuzriah* should be treated as a special Singapore Muslim estate-planning instrument requiring clear safeguards.

The main drafting concern is not that MUIS attempted to create a new mechanism. In fact, legal adaptation through ijtihād is necessary where Muslim families face property issues not directly addressed by classical formulations. The concern is rather whether the wording of the statement makes the legal effect of the instrument sufficiently clear. For example, where the statement says that the maker "relinquishes" ownership and "gives" the property to the named person, it should be clarified whether ownership is intended to pass immediately, whether it is suspended until the stated condition occurs, or whether it remains with the maker until the triggering period before death. This clarification is important because different legal consequences follow from each possibility.

If the instrument is treated as *Hibah*, the requirements of *Hibah*, including offer, acceptance and effective possession, must be considered. If it is treated as Waṣiyyah in substance, the one-third rule and the rights of heirs become relevant. If it is treated as a special form of *Nadhar*, then the subject matter, purpose and effect of the vow must remain lawful and should not be used to cause injustice to lawful heirs. Therefore, the issue is not whether the sample statement is valuable. Its purpose is clearly connected to a genuine family and property concern. The issue is how its operative wording can be improved so that its legal consequences are more certain and its use remains consistent with *Nadhar*, *Hibah*, Waṣiyyah, *Faraid* and AMLA.

The second concern relates to the timing formula: three days before death in the case of illness, or one hour before death in the case of sudden death. This formula reflects the attempt to make the transfer operate before death rather than after death. From a *maslahah* perspective, the formula is understandable because it seeks to prevent the property from falling fully into the estate at the moment of death. However, from a legal perspective, the formula may create evidentiary and procedural difficulties. After death, heirs may dispute whether the maker was already in the illness that caused death, when the relevant three-day period began, whether the death was sudden, and whether the one-hour condition could be proven. These concerns do not necessarily invalidate

the idea of *Nuzriah*, but they show why clearer drafting, witnessing, registration and professional explanation are needed.

Accordingly, the better approach is not to dismiss the MUIS *Nazar* statement as inherently defective. It should be seen as an important institutional attempt to address a real problem, but one that can be refined. MUIS may consider clarifying the legal nature of the instrument, the moment at which ownership is intended to transfer, the need for acceptance by the beneficiary, the effect of continued occupation or control by the maker, the treatment of later-acquired property, and the consequences if the instrument is challenged by *Faraid* heirs. Such clarification would strengthen *Nuzriah* as a contemporary ijtihād-based mechanism and would reduce the gap between religious advice and civil-law enforceability.

### 5.3 Recognising *Nuzriah* under AMLA: Codification with Safeguards

The question of whether *Nuzriah* should be recognised or codified under AMLA should also be approached constructively. The issue should not be framed as though recognition of *Nuzriah* would necessarily weaken Sharīʿah or Muslim law. On the contrary, one may argue that the development of *Nuzriah* reflects the dynamic character of Muslim law in responding to changing social, economic and property realities. Singapore Muslim families today face complex estate-planning issues involving joint tenancy, matrimonial homes, Central Provident Fund savings, nominations, adopted children, dependants and blended families. A contemporary Muslim-law instrument designed to address these realities may serve the maqāṣid of preserving property, family welfare and social harmony.

From this perspective, the MUIS *Fatwa* on *Nuzriah* may be viewed as a constructive form of institutional ijtihād. Although *Nuzriah* is not expressly mentioned by name in the Qur'an and Sunnah, it is not unusual for contemporary Muslim legal mechanisms to be developed through juristic reasoning, qiyās, *maslahah* and administrative *fatwa*-making. The relevant question is not whether the term "*Nuzriah*" appears literally in the primary sources, but whether the instrument can be structured in a way that remains faithful to the spirit and objectives of the Sharīʿah. If *Nuzriah* is used to protect a surviving spouse, compensate a family member who contributed to property, or provide for a dependant without causing injustice to other heirs, its underlying objective may be consistent with *maslahah* and the broader ethical aims of Muslim law.

At the same time, recognition under AMLA would require careful safeguards. Codification should not simply declare *Nuzriah* valid in all circumstances. Such an approach may create misunderstanding among lay Muslims and may encourage the belief that *Nuzriah* can be used to transfer all assets to any beneficiary without regard to *Hibah*, Waṣiyyah, *Faraid* or the rights of other heirs. Instead, any statutory recognition should define the legal nature of *Nuzriah* clearly. It should specify whether *Nuzriah* is to be treated as a form of *Nadhar*, a conditional lifetime transfer, a sui generis Muslim-law instrument, or a hybrid arrangement requiring its own statutory conditions.

A carefully framed statutory provision may also help resolve the present tension between *fatwa*-based guidance and civil-court enforceability. In Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210, the High Court examined the substance of the *Nuzriah* clause and declined to give effect to it as drafted. The lesson from the case is not that *Nuzriah* can never develop as a Muslim-law instrument in Singapore. Rather, the case shows that if *Nuzriah* is to be legally effective in disputed estates, its doctrinal basis, operative wording and

statutory consequences must be clear. Codification with safeguards may therefore reduce uncertainty, if it does not undermine the protective functions of Waṣiyyah and *Faraid*.

The safeguards should include several matters. First, the instrument should state clearly whether the transfer is immediate, conditional or effective only upon the occurrence of a specified event. Secondly, there should be clear evidence of the maker's intention and mental capacity. Thirdly, where the instrument affects legal heirs or exceeds one-third of the estate, the role of heirs' consent should be clarified. Fourthly, the effect of the maker's continued possession, occupation or control of the property should be stated. Fifthly, the treatment of jointly owned property, later-acquired property and simultaneous death should be addressed. Sixthly, the document should be properly witnessed, explained and, where appropriate, registered or recorded to reduce disputes after death.

Such safeguards would not undermine MUIS's Fatwā. Rather, they would strengthen it by translating its *maslahah*-based reasoning into clearer legal form. This is especially important because many Muslims rely on MUIS guidance in good faith. If they are advised that *Nuzriah* is permissible, they should also be given a clear explanation of its scope, conditions, possible limits and enforceability. A properly regulated *Nuzriah* framework may therefore protect both the intention of the maker and the rights of heirs, while also reducing litigation and confusion.

The concern that *Nuzriah* may be misused should not lead to the conclusion that the Fatwā itself is without value. Many legal instruments can be misused if they are poorly drafted or inadequately explained. The proper response is not necessarily rejection, but regulation, clarification and education. If a person uses *Nuzriah* to protect a surviving spouse or genuine dependant, the instrument may serve a legitimate *maslahah*. If it is used to deprive vulnerable heirs, exclude children without justification, or disguise a testamentary preference as a lifetime vow, then the problem lies in its misuse and lack of safeguards. This distinction is important for a fair assessment of MUIS's position.

Therefore, the recommendation is not to abandon *Nuzriah*, but to refine it. MUIS, policymakers, scholars, lawyers and estate-planning practitioners should work toward a clearer *Nuzriah* framework that is faithful to maqāṣid al-Sharīʿah, consistent with the relevant *fiqh* doctrines and compatible with AMLA. Such a framework would allow *Nuzriah* to function as a distinct Singapore Muslim estate-planning instrument, while ensuring that it does not operate as an unrestricted substitute for *Hibah*, Waṣiyyah or *Faraid*. In this way, the Fatwā may be appreciated as a valuable ijtihādic response to modern property realities, while its practical implementation is improved through clearer legal safeguards.

### 5.4 Policy Implications of Recognising *Nuzriah*: Safeguards, Education and Institutional Confidence

The preceding discussion has argued that *Nuzriah* should not be dismissed merely because it is a contemporary instrument developed in the Singapore context. On the contrary, the MUIS *Fatwa* on *Nuzriah* may be understood as an important attempt to address real property and family hardship faced by Muslims in Singapore. At the same time, if *Nuzriah* is to be recognised more formally under AMLA, such recognition should be accompanied by clear safeguards. The issue is therefore not whether *Nuzriah* should be rejected because it is new, but how a new ijtihād-based instrument can be incorporated into the legal framework without creating doctrinal uncertainty, procedural confusion or loss of confidence among Muslims and legal practitioners.

A first policy implication concerns the perception of Islamic jurisprudence. Recognition of *Nuzriah* should not be presented as evidence that classical Islamic jurisprudence is incomplete. Islamic law has always contained mechanisms for adaptation through ijtihād, qiyās, *maslahah*, ʿurf and institutional *fatwa*-making. The emergence of *Nuzriah* may therefore be viewed positively as part of the continuing capacity of Muslim law to respond to new social and property realities. However, this adaptive character must be carefully explained. If *Nuzriah* is codified without proper doctrinal explanation, the public may misunderstand it as an exceptional device that stands outside the ordinary rules of *Hibah*, Waṣiyyah, *Nadhar* and *Faraid*. A better approach is to present *Nuzriah* as a contemporary instrument that draws upon recognised juristic principles while remaining subject to defined limits.

A second implication concerns institutional confidence. MUIS occupies an important position in guiding the Singapore Muslim community. Many Muslims rely on its *Fatwa* and religious guidance in good faith, especially in complex areas such as estate planning, joint tenancy and family property. For that reason, any move to recognise *Nuzriah* more formally should strengthen, rather than weaken, confidence in MUIS. This can be achieved by ensuring that the legal basis, scope, conditions and limits of *Nuzriah* are explained clearly to the public, lawyers, will-writers, estate planners and the courts. Where an instrument has generated judicial uncertainty, as seen in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210, the appropriate response is not to treat the Fatwā as lacking value, but to clarify how *fatwa*-based guidance should operate within the statutory and civil-law framework.

A third implication concerns AMLA itself. AMLA already contains provisions relevant to Muslim estate matters, including the limitation on *wakaf* and *nazar* involving more than one-third of the maker's property under s 60(1), as well as provisions on the ascertainment and application of Muslim law. If *Nuzriah* is to be recognised under AMLA, the statute should avoid internal inconsistency. The recognition should therefore clarify how *Nuzriah* relates to AMLA s 60(1), the one-third limitation, the rights of *Faraid* heirs, the role of heirs' consent and the evidentiary requirements for proving the instrument. Without such clarification, recognition may create uncertainty as to whether *Nuzriah* is a form of *Nadhar*, a lifetime transfer, a sui generis Muslim-law instrument or a special statutory mechanism.

A fourth implication concerns the protection of heirs. The purpose of recognising *Nuzriah* should not be to abolish or weaken the protective function of *Faraid*. Rather, *Nuzriah* should be framed as a mechanism to address specific hardship in a manner consistent with the maqāṣid al-Sharīʿah. For example, it may be relevant where the aim is to protect a surviving spouse occupying a matrimonial home, to recognise genuine financial contribution by a family member, or to provide for a dependant who would otherwise be left without adequate protection. However, safeguards are needed to prevent misuse. A *Nuzriah* arrangement should not be used to deprive vulnerable heirs, exclude children without justification, or disguise an excessive testamentary preference as a lifetime vow. This distinction is essential if *Nuzriah* is to remain consistent with the ethical spirit of Muslim inheritance law.

A fifth implication concerns legal education and professional capacity. The development of *Nuzriah* should be accompanied by stronger education for the Muslim public and more specialised training for religious officers, lawyers, will-writers and estate-planning practitioners. Muslims should be informed that estate planning is not merely a matter of signing a document. It requires understanding the relationship between religious intention, legal form, property ownership, beneficiaries, statutory restrictions and court enforceability. MUIS can play an important role in supporting such education by producing clearer public guidance, model explanations, frequently

asked questions and training programmes in collaboration with Sharīʿah scholars and legal professionals. This would strengthen community understanding and reduce the risk of misunderstanding or misuse.

A sixth implication concerns consultation and interdisciplinary expertise. Because *Nuzriah* operates at the intersection of Sharīʿah, Singapore property law, AMLA, joint tenancy, probate practice and family realities, its development should involve both religious and legal expertise. Engagement with scholars, lawyers, judges, estate planners, academics and community practitioners would not undermine the authority of MUIS. Rather, it would enhance the quality and acceptance of the instrument. A structured consultative process would also help identify practical issues that may not be obvious at the level of doctrinal formulation, such as simultaneous death, revocation, continued occupation of the property, later-acquired assets, beneficiaries who die before the maker, and disputes among blended families.

A seventh implication concerns the relationship between codification and maqāṣid al-Sharīʿah. Codification can provide certainty, but it may also reduce flexibility if the law is drafted too rigidly. The objective should not be to turn *Nuzriah* into a mechanical rule applied without regard to family justice and welfare. Rather, any statutory recognition should preserve the maqāṣid-based purpose of the instrument: protection of property, prevention of hardship, preservation of family welfare and reduction of post-death conflict. The experience of *Faraid* distribution also shows that legal rules must be understood together with their ethical purposes. The Qur'anic allocation of shares exists within a wider moral framework of responsibility, maintenance and justice. Similarly, *Nuzriah* should not be assessed only by its textual form, but also by whether its application produces fairness, avoids harm and protects legitimate rights.

Therefore, the policy recommendation is not to abandon *Nuzriah*, nor to recognise it without limits. The better recommendation is regulated recognition. If *Nuzriah* is to be incorporated into AMLA or treated as an enforceable Muslim-law instrument, the law or official guidance should define its nature, permissible purposes, formal requirements, evidentiary standards, relationship with AMLA s 60(1), effect on *Faraid* heirs, and consequences of misuse. Such an approach would preserve the value of MUIS's contemporary ijtihād while ensuring that *Nuzriah* remains aligned with Muslim-law principles, the maqāṣid al-Sharīʿah and the Singapore legal system.

In this way, *Nuzriah* may be developed not as a rival to *Hibah*, Waṣiyyah, *Nadhar* or *Faraid*, but as a carefully regulated Singapore Muslim estate-planning instrument. Its strength lies in its ability to respond to real family hardship. Its future depends on clearer explanation, stronger safeguards, wider education and closer harmonisation between *fatwa*-based guidance, Sharīʿah scholarship and statutory law.

## 6.0 CONCLUSION

This article concludes that *Nuzriah* should be understood as a serious and constructive attempt by MUIS to respond to contemporary Muslim estate-planning challenges in Singapore. Although *Nuzriah* is not expressly named in the Qur'an and Sunnah, its development may be situated within the broader tradition of ijtihād, *maslahah* and maqāṣid-based adaptation, particularly where Muslim families face hardship involving joint tenancy, matrimonial homes, surviving spouses, dependants and modern property arrangements. The value of the MUIS *Fatwa* therefore lies in their attempt to preserve family welfare and provide a Muslim-law response to realities not directly addressed by classical estate instruments. At the same time, the analysis has shown that *Nuzriah* requires clearer doctrinal and legal articulation because its structure combines elements of *Nadhar*, *Hibah*

and death-linked transfer. The decision in Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210 does not necessarily close the door to the future development of *Nuzriah*, but it shows that the enforceability of any *Nuzriah* document will depend on its substance, wording, timing, beneficiaries, effect on ownership and consistency with AMLA and Muslim-law principles. The way forward is therefore refinement rather than rejection. MUIS may strengthen the *Fatwa* by providing clearer guidance on the scope, conditions and limits of *Nuzriah*; the Government may consider any formal recognition only with careful statutory safeguards; and the Muslim community should be educated to understand both the religious purpose and legal consequences of *Nuzriah* before relying on it. Properly regulated, *Nuzriah* has the potential to develop as a distinctive Singapore Muslim estate-planning instrument that reflects contemporary ijtihād, serves *maslahah*, protects family welfare and remains faithful to the maqāṣid al-Sharīʿah, while also respecting the safeguards of *Hibah*, Waṣiyyah, *Nadhar*, *Faraid* and AMLA.

## Acknowledgements

I want to express my gratitude to our clients and Shariah lecturers from universities in Malaysia for their valuable input and suggestions that helped enhance the content and complete this article.

## Conflicts of Interest

The author(s) declare(s) that there is no conflict of interest regarding the publication of this paper

## List of Reference

Administration of Muslim Law Act 1966 (Singapore, 2020 Rev. Ed.). Singapore Statutes Online. https://sso.agc.gov.sg/Act/AMLA1966

Ahmad, S. (2016). The Singapore *fatwa* and *irsyad* on *Nazar-Nuzriah*. *Islam and Civilisational Renewal*, 7(3), 362–380.

Baharudin, H. (2021, August 30). Malay/Muslims have done well, but home ownership still a concern. The Straits Times.

Bakaram, M. F. (2010). Theories of iftā’ in Islamic law with special reference to the Shāfiʿī school of law and their application in contemporary Singapore [PhD thesis, University of Birmingham].

Bāʿalawī, ʿAbd al-Raḥmān ibn Muḥammad ibn Ḥusayn ibn ʿUmar. (2016). *Bughyat al-mustarshidīn fī talkhīṣ fatāwā baʿḍ al-aʾimmah min al-ʿulamāʾ al-mutaʾakhkhirīn*. Beirut: Dār al-Kutub al-ʿIlmiyyah.

Coulson, N. J. (1971). *Succession in the Muslim family*. Cambridge: Cambridge University Press.

Dimyāṭī, Abū Bakr ibn Muḥammad Shaṭā al-. (1997). *Iʿānat al-ṭālibīn ʿalā ḥall alfāẓ Fatḥ al-muʿīn*. Beirut: Dār al-Fikr.

Hardjoe, H. S. (2013). Contemporary *Nuzriah*: Legal stalemate on the MUIS *ijtihad*. *Singapore Law Gazette*. https://v1.lawgazette.com.sg/2013-07/799.htm

Ibn Ḥajar al-Haytamī, Aḥmad ibn Muḥammad ibn ʿAlī. (1983). *Tuḥfat al-muḥtāj bi-sharḥ al-Minhāj (with Ḥāshiyat al-Sharwānī and Ḥāshiyat Ibn Qāsim al-ʿAbbādī*. Cairo: al-Maktabah al-Tijāriyyah al-Kubrā.

Ibn Qudāmah, ʿAbd Allāh ibn Aḥmad. (1997). *Al-Mughnī*. Riyadh: Dār ʿĀlam al-Kutub.

Ibn Rushd, Muḥammad ibn Aḥmad. (1994). *Bidāyat al-mujtahid wa nihāyat al-muqtaṣid*. Beirut: Dār al-Kutub al-ʿIlmiyyah.

Islamic Religious Council of Singapore (MUIS). (1998). *Fatwas of Singapore*. Singapore: Majlis Ugama Islam Singapura.

Islamic Religious Council of Singapore (MUIS). (2023). *Fatwas of Singapore: Inheritance and estate planning*. Singapore: Majlis Ugama Islam Singapura.

Laluddin, H., et al. (2012). *The contract of Hibah and its application in Islamic estate planning*. Middle-East Journal of Scientific Research, 12(8), 1080–1085.

Majlis Ugama Islam Singapura (MUIS). (2019). *Joint tenancy 2019* (English). Office of the Mufti. https://www.muis.gov.sg/resources/khutbah-and-religious-advice/*fatwa*/joint-tenancy-2019--english/

Majlis Ugama Islam Singapura (MUIS). (n.d.). *Purchasing & owning property: Fatwa on joint tenancy. Office of the Mufti*. https://d3rl6atjup3sjg.cloudfront.net/uploads/attachments/file/10/*Fatwa*-Purchasing-Property.pdf

Malībārī, Zayn al-Dīn ibn ʿAbd al-ʿAzīz al-. (2004). *Fatḥ al-muʿīn bi-sharḥ Qurrat al-ʿayn bi-muhimmāt al-dīn*. Beirut: Dār Ibn Ḥazm.

MCCY, (2017) Administration of Muslim Law Act (Amendment) Bill 2017. Singapore.

Retrieved from https://www.reach.gov.sg/participate/public-consultation/ministry-of-culture-community-and-youth/ community-relations-and-engagement-division/administration-of-muslim-law-amendment-bill. Para 12 (accessed as of 22nd February 2020)

Ministry of Culture, Community and Youth. (2024). *Amending the Administration of Muslim Law Act to keep pace with the evolving needs of our Muslim community*. https://www.mccy.gov.sg/about-us/news-and-resources/amending-the-administration-of-muslim-law-act-to-keep-pace-with-the-evolving-needs-of-our-muslim-community-1/ Retrieved as of 21 June 2026

Mohamed Ismail bin Ibrahim and Another v Mohammad Taha bin Ibrahim [2004] SGHC 210. https://www.elitigation.sg/gd/s/2004_SGHC_210

Mustar, S., & Nor Muhamad, N. H. (2012). Keperluan *ijtihad* dalam pengurusan pewarisan harta: Kajian terhadap amalan *Nuzriah* di Singapura. *Jurnal Teknologi (Sciences & Engineering)*, 60(1), 39–48. https://doi.org/10.11113/jt.v60.1446

Nawawī, Yaḥyā ibn Sharaf al-. (2005). *Minhāj al-ṭālibīn wa ʿumdat al-muftīn*. Jeddah: Dār al-Minhāj.

Ramlī, Shams al-Dīn Muḥammad ibn Abī al-ʿAbbās Aḥmad ibn Ḥamzah al-. (1984). *Nihāyat al-muḥtāj ilā sharḥ al-Minhāj*. Beirut: Dār al-Fikr.

Sharbīnī, Muḥammad al-Khaṭīb al-. (1997). *Mughnī al-muḥtāj ilā maʿrifat maʿānī alfāẓ al-Minhāj*. Beirut: Dār al-Maʿrifah.

Shāṭirī, Muḥammad ibn Aḥmad al-. (n.d.). *Sharḥ al-Yāqūt al-Nafīs*. Beirut: Dār al-Ḥāwī.

Singapore Department of Statistics. (2021). *Census of Population 2020: Statistical Release 2—Households, geographic distribution, transport and difficulty in basic activities*. Singapore: Department of Statistics. https://www.singstat.gov.sg/publication-resources/singapore-census-of-population-2020-statistical-release-2-households-geographic-distribution-transport-and-difficulty-in-basic-activities Retrieved as of 21 June 2026

Singapore Department of Statistics. (2024a). *Resident households by monthly household income from work and type of dwelling (Census of Population 2020)* [Dataset]. data.gov.sg. Retrieved as of 21 June 2026

Singapore Department of Statistics. (2024b). *Resident households by monthly household income from work, ethnic group and sex of household reference person (Census of Population 2020)* [Dataset] https://data.gov.sg/datasets/d_92655b98e60b15e89e24b4c56aacc32a/view.

Singapore Department of Statistics. (2024c). *Resident households by type of dwelling, ethnic group of household reference person and tenancy (Census of Population 2020)* [Dataset]. data.gov.sg. Retrieved as of 21 June 2026

SingaporeLegalAdvice. (2024, September 26). *Can Muslims make Nuzriah (or Nazar) in Singapore and how?* https://singaporelegaladvice.com/law-articles/muslims-*Nuzriah-nazar*-singapore/

Syariah Court Singapore. (n.d.). *Faraidh: The Islamic law of inheritance*. https://syariahcourt.gov.sg/

Yaacob Ibrahim. (2008). *Speech by Dr Yaacob Ibrahim, Minister-in-charge of Muslim Affairs, Committee of Supply Debate*. Singapore: National Archives of Singapore.

Zuḥaylī, Wahbah al-. (2002). *Al-Fiqh al-Islāmī wa adillatuh*. Damascus: Dār al-Fikr.