

Chapter 8

RECIPROCAL DUTIES AND RIGHTS OF PARTIES TO A MARRIAGE

- Article 1102. As soon as marriage takes place in due form, relations of matrimony will automatically exist between the marrying parties and rights and reciprocal duties of husband and wife will be established between them.
- Article 1103. Husband and wife are bound to treat each other as good companions.
- Article 1104. Husband and wife must co-operate with each other for the welfare of their family and the education of their children.
- Article 1105. In relations between husband and wife, the position of the head of the family is the exclusive right of the husband.
- Article 1106. The cost of maintenance of the wife is at the charge of the husband in permanent marriage.
- Article 1107. Cost of maintenance includes dwelling, clothing, food, furniture in proportion to the situation of the wife, on a reasonable basis, and provision of a servant if the wife is accustomed to have servants or if she needs one because of illness or defects of limbs.
- Article 1108. If the wife refuses to fulfil duties of a wife without legitimate excuse, she will not be entitled to the cost of maintenance.

- Article 1109. Cost of maintenance of a divorced wife in a case where remarrying could take place and during the period of «uddeh» is to be borne by the husband, unless the divorce has taken place because of disobedience. But if the «uddeh» arises from the cancellation of the marriage or a definite and final divorce, the wife is not entitled to cost of maintenance, unless she is with child from her husband in which case she will be entitled to cost of maintenance till her child is born.
- Article 1110. The wife is not entitled to cost of maintenance if she is passing through the «uddeh» period due to the death of her husband.
- Article 1111. The wife can refer to the Court if her husband refuses to provide for her maintenance. In such a case the court will fix the amount and will compel the husband to pay it.
- Article 1112. If the enforcement of the foregoing Article is impossible, the provisions of Article 1129 must be followed.
- Article 1113. In the case of a temporary marriage the wife is not entitled to the cost of maintenance, unless provision has been specially made for this, or the marriage has been arranged on this condition.
- Article 1114. The wife must stay in the dwelling that the husband allots for her unless such a right is reserved to the wife.
- Article 1115. If the existence of the wife and husband in the same house involves the risk of bodily or financial injury or that to the dignity of the wife, she can choose a separate dwelling; and if the alleged risk is proved the court will not order her to

return to the house of the husband and, so long as she is authorised not to return to the house, her cost of maintenance will be on the charge of her husband.

Article 1116. In the case of the foregoing article, so long as the litigation is not concluded between the married couple, the dwelling of the wife will be fixed by mutual consent of both parties and failing such consent, the court will fix the dwelling after duly obtaining the views of near relatives, and in the absence of relatives the court itself will fix a suitable dwelling.

Article 1117. The husband can prevent his wife from occupations or technical work which is incompatible with the family interests or the dignity of himself or his wife.

Article 1118. The wife can independently do what she likes with her own property.

Article 1119. The parties to the marriage can stipulate any condition to the marriage which is not incompatible with the terms of the Act, either as part of the marriage contract or in another binding contract: for example, it can be stipulated that if the husband marries another wife or absents himself during a certain period, or discontinues the payment of cost of maintenance, or attempts the life of his wife or teats her so harshly that their life together becomes unbearable, the wife has the power, which, she can also transfer to a third party by power of attorney to obtain a divorce herself after establishing in the Court the fact that one of the foregoing alternatives has occurred and after the issue of a final judgment to that effect.