

## A Legal and Social Analysis of Women's Protection in Ancient Israel

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### ABSTRACT

*The tradition of mohar (מֹהָר), or bride price in ancient Israel, played a significant role in shaping both the social structure and legal framework of marriage. While mohar is often seen as a payment made by the groom to the bride's family, a closer examination reveals that it was more than just a financial transaction. It also served as a form of social security for women in a patriarchal society. This study explores the concept of mohar within the context of Torah law using a biblical and historical approach. This research employs a biblical analysis of Old Testament passages that mention mohar, including Genesis 34:12, Exodus 22:16-17, and 1 Samuel 18:25. Additionally, it compares the practice of mohar in ancient Israel with marriage laws in the broader Ancient Near Eastern context. The findings suggest that mohar was not merely a compensation to the bride's family but also functioned as a safeguard for the bride within Israel's social system. The Torah provides specific regulations concerning mohar, reflecting values of justice and responsibility in marriage. What makes this study unique is its in-depth exploration of the connection between mohar and Torah law, as well as its implications for understanding social justice in today's world.*



## 1. INTRODUCTION

In ancient Israelite society, marriage was more than just a social bond it also carried complex legal and economic dimensions. One of the most important aspects of marriage traditions was *mohar* (מֹהָר), commonly known as the bride price a payment given by the groom to be to the bride's family. This practice is frequently mentioned in the Old Testament, including in Genesis 34:12, Exodus 22:16-17, and 1 Samuel 18:25. In general, *mohar* is often seen as economic compensation that demonstrates a man's ability to marry a woman. However, this view is somewhat limited because *mohar* was not just a financial obligation; it also provided social protection for women in a patriarchal society. Historically, *mohar* served as a form of security for women, especially in a society where their rights to ownership and inheritance were restricted. If a husband died or divorced his wife, the woman's family would still have the economic support provided through the *mohar*.<sup>1</sup>

This aligns with Old Testament laws that emphasize the protection of married women. For example, Deuteronomy 22:28-29 states that if a man sleeps with an unbetrothed woman, he must pay the full *mohar* and marry her, with no right to divorce her. Beyond its financial function, *mohar* also symbolized a woman's honor and social status. Its amount often reflected her family's standing and the level of commitment from the man seeking to marry her. Beyond its economic role, *mohar* also holds theological significance in the relationship between God and Israel. In several prophetic texts, this relationship is often portrayed through the metaphor of marriage, where God is the husband and Israel is His wife. For example, in Hosea 2:19-20, God declares that He will "betroth" Israel with justice, faithfulness, and compassion, highlighting that their bond is built on commitment rather than a mere financial transaction. This perspective shows that in the Old Testament, *mohar* was not just an economic practice but part of a broader system that ensured social welfare and reflected the covenantal values shaping God's relationship with His people. For this reason, studying *mohar* in ancient Israel cannot be separated from the legal, social, and theological complexities surrounding it. While the concept of bride price has evolved in form and meaning over time, its historical roots in Israelite tradition still provide deep insights into how that society understood marriage, social security, and their connection with God.

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<sup>1</sup> Abdul Family and Abdul Rozak, "Konsep Pertunangan Dalam Perspektif Agama (Studi Komperatif Agama Islam Dan Kristen)," *ADHKI* 2, no. 2 (2020): 140.

Various studies have explored *mohar* in the context of marriage laws in the ancient world. Within a patriarchal legal system, *mohar* served as a protective mechanism for women's rights, particularly in cases of divorce or the husband's death. If a woman lost her husband, the *mohar* that had been paid could provide economic compensation for her or her family, reducing the risk of social and financial vulnerability. In this sense, *mohar* was not simply a transactional element of marriage but an integral part of the legal framework that safeguarded women's well-being within society.<sup>2</sup> *Mohar* in Israel was very important it was a way to help women and their families it was not just about the money it was, about the well-being of the women. Similarly, Meyers interprets *mohar* as a reflection of women's social status in ancient Israelite society. His analysis suggests that the amount and nature of *mohar* provided by a groom to the bride's family signified his level of economic responsibility toward his wife. This practice was closely linked to the social structure of ancient Israel, where men held dominant roles as heads of households, while women were often economically dependent on their husbands or extended families.<sup>3</sup>

However, this perspective also underscores the power dynamics embedded within the marriage system, wherein women, in many cases, became part of a transaction between men. In some instances, *mohar* functioned as a tool of social negotiation, reinforcing a man's status within his community especially in marriages involving prominent or influential families. The imbalance in this study raises a fundamental question: was *mohar* merely an economic transaction in ancient Israelite marriage, or did it carry a deeper significance within the framework of law, social justice, and ethical responsibility in the Old Testament? A more nuanced understanding of *mohar* not only enhances the interpretation of biblical marriage laws but also provides insight into the social structures and moral principles that shaped ancient Israelite society.<sup>4</sup>

Given its presence in key biblical texts and its parallels in other ancient Near Eastern traditions, *mohar* cannot be reduced to a simple financial arrangement; rather, it must be examined in light of its broader legal, social, and theological implications. Therefore, this study seeks to examine the concept of *mohar* in the Torah through a biblical and historical approach,

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<sup>2</sup> Rudolf John Ritiauw, "Perempuan sebagai Pewaris: Transformasi Hukum Kewarisan dalam Bilangan 27:7 sebagai Manifestasi Keadilan Ilahidi Tengah Dominasi Patriarkat," *JUITAK: Jurnal Teologi dan Pendidikan Kristen* 3, no. 4 (2025): 72–73.

<sup>3</sup> Meyers, "Gender and Society: Reconstructing Relationships, Rethinking Systems," in *Rediscovering Eve: Ancient Israelite Women in Context* (New York: Oxford University Press, 2012), 180–202.

<sup>4</sup> Surip Stanislaus, "Perkawinan Dalam Kitab Suci Perjanjian Lama," *LOGOS* 14, no. 2 (April 2019): 30–31.

with particular attention to its function within the legal system and its role in upholding justice for women.

This research will examine key biblical passages that discuss *mohar*, including Genesis 34:12, Exodus 22:16–17, and 1 Samuel 18:25. These texts will be interpreted in relation to their historical and socio-legal context, particularly in comparison with marriage practices in the ancient Near East, such as those documented in Mesopotamian and Ugaritic legal texts. By drawing these comparisons, this study will explore whether *mohar* functioned purely as an economic payment to the bride's family, or whether it carried additional responsibilities that ensured social protection for women. The legal codes of the Torah often emphasize justice and the protection of vulnerable groups, including women, widows, and orphans.<sup>5</sup> This raises the possibility that *mohar* was not merely a transaction but also a legal instrument designed to provide security for women in a patriarchal society, particularly in cases of divorce or widowhood. In many ancient legal traditions, marriage was closely tied to economic considerations, and financial exchanges were often involved in securing a marital union. However, within the Israelite context, *mohar* appears to go beyond a mere commercial exchange; it reflects broader moral and legal principles related to social stability and ethical obligations. By ensuring that a bride's family received financial compensation, *mohar* may have served as a means of protecting women from economic hardship.<sup>6</sup>

Furthermore, in some cases, *mohar* might have functioned as a deterrent against the unjust treatment of wives, as indicated in laws such as Deuteronomy 22:28–29, where a man who seduced a woman was required to pay the full *mohar* and was forbidden from divorcing her. This suggests that *mohar* had legal consequences that extended beyond economic considerations, reinforcing the idea that marriage in Israelite society was not merely a contractual arrangement but also a structured social institution with legal safeguards. Ultimately, this study aims to provide fresh insights into *mohar* as a legal institution in the Torah one that structured the institution of marriage while also embodying principles of justice, responsibility, and social protection. By situating *mohar* within its broader legal and theological context, this research will contribute not only to biblical theological scholarship but also to ongoing discussions on the historical development of marriage laws, gender dynamics,

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<sup>5</sup> Solomon Olusola Ademiluka, "Patriarchy and Women Abuse: Perspectives from Ancient Israel and Africa," *Old Testament Essays* 31, no. 2 (April 2018): 346.

<sup>6</sup> Jeane Paath, Yuniria Zega, and Ferdinan Pasaribu, "Konstruksi Pernikahan Kristen Alkitabiah," *Scripta: Jurnal Teologi dan Pelayanan Kontekstual* 8, no. 2 (November 28, 2020): 185–186.

and the role of justice in ancient legal traditions. Furthermore, by engaging in cross-cultural comparisons, this study will enhance contemporary debates on the ethical implications of financial obligations in marriage and their relevance to modern legal and social frameworks.

## 2. RESEARCH METHOD

This study employs a qualitative research method using a historical-biblical and comparative textual analysis approach to examine the concept of *mohar* within the legal and social structures of ancient Israel. This method enables a systematic interpretation of biblical texts while situating them within their broader historical, cultural, and legal contexts in the ancient Near East. The research is conducted through a structured analytical process. It begins with the identification and selection of key Old Testament passages that explicitly refer to *mohar*, including Genesis 34:12, Exodus 22:16–17, and 1 Samuel 18:25. These texts are then examined through exegetical analysis to explore their meaning, function, and legal implications within the framework of Torah law. This stage aims to understand how *mohar* operates within Israelite legal traditions and its role in regulating marital relationships.

Following the biblical analysis, the study undertakes a comparative textual analysis by examining similar marital and legal practices in other ancient Near Eastern traditions, particularly those found in Mesopotamian and Ugaritic texts. This comparison is intended to assess whether *mohar* functioned merely as a customary payment to the bride's family or as a broader legal mechanism that contributed to the protection of women's rights and the maintenance of social justice. Furthermore, the findings are interpreted through a socio-legal perspective to explore the implications of *mohar* for women's economic and legal security, especially in cases such as marriage, divorce, and widowhood. This stage also considers the ethical and theological dimensions of *mohar*, particularly in relation to covenantal themes in the biblical tradition, where marriage is often used as a metaphor for the relationship between God and Israel.

By integrating biblical exegesis, historical comparison, and socio-legal interpretation within a qualitative research framework, this study provides a comprehensive analysis of *mohar* not only as an economic practice but also as a legal and theological institution that reflects broader principles of justice, responsibility, and gender relations in ancient Israelite society.

### 3. FINDINGS AND DISCUSSION

#### 3.1 *Mohar* as a Form of Social Protection for Women

*Mohar* (מָהָר) is a Hebrew term that refers to the payment made by a prospective husband or his family to the bride's family as part of a marriage agreement. In many ancient cultures, including Israel, *mohar* was often viewed as an economic transaction. However, its function extended beyond a mere financial exchange; it also served as a form of social security for women. In the patriarchal society of ancient Israel, women were generally dependent on their families or husbands for economic support. As a result, *mohar* was not only a symbol of marital honor but also an economic safeguard that could provide financial stability for the wife in specific circumstances.<sup>7</sup> If a husband died or divorced his wife, *mohar* often functioned as a financial safety net for the woman, helping to protect her from economic vulnerability. The Torah explicitly references *mohar* in several legal provisions concerning marriage. One such example is found in Exodus 22:16-17. Similarly, Deuteronomy 22:28-29 outlines another legal stipulation regarding *mohar*, particularly in cases involving premarital relations: "If a man encounters a young woman (*na'arâ*, נַעֲרָה) who is a virgin (*betûlâ*, בְּתוּלָה) and not betrothed (*lo 'orsâ*, לֹא-אִרְסָהּ), and he seizes her (*utefasâ*, וַתִּפְסְדֶנָּה) and sleeps with her (*wešakab 'immâ*, וַיִּשְׁכַּב עִמָּהּ), and they are discovered (*wenimšâ 'û*, וַיִּמְצְאוּ), then the man who slept with her must give the girl's father fifty shekels of silver (*hamiššîm kasef*, חֲמִשִּׁים כֶּסֶף), and she must become his wife because he has violated her (*'innâh*, עֲנָה); he may never divorce her (*lo yûkal šallehâ*, לֹא-יִכְלֶה לְשַׁלְּחָהּ) for as long as he lives.<sup>8</sup>

A crucial legal text often associated with the function of *mohar* is Deuteronomy 22:28–29. The passage describes a situation in which a man “seizes” (Hebrew: *tāphas*, תִּפְסֶה) an unbetrothed virgin and lies with her. Following this act, he is required to pay the *mohar* and marry her, with no possibility of divorce. While at first glance this regulation may appear to provide social protection for the woman, the interpretation of the verb *tāphas* (תִּפְסֶה) has been the subject of significant scholarly debate. Some scholars argue that *tāphas* (תִּפְסֶה) does not necessarily imply violent rape but may instead indicate a form of coercion or forceful persuasion, especially when compared with the stronger verb *hāzaq*

<sup>7</sup> Halim Wiryadinata and Fanny Natalia Joseph, “*Sus Oef as the Theology of Indonesian Ethnic Marriage Dowry*,” *Evangelikal: Jurnal Teologi Injili dan Pembinaan Warga Jemaat* 7, no. 1 (January 26, 2023): 75.

<sup>8</sup> Yuval Darabi, “The Provisions Regarding the Rape and Seduction of an Unbetrothed Girl: Deuteronomy 22:28–29 and Exodus 22:15–16,” *Vetus Testamentum* 73, no. 4 (November 2022): 18–19.

(*ḥāṣ*) used in Deuteronomy 22:25, which more clearly denotes violent assault.<sup>9</sup> From this perspective, the law in Deuteronomy 22:28–29 is understood as addressing a case distinct from rape and possibly involving seduction or relations that are not fully consensual yet less overtly violent. However, other scholars contend that *tāphas* (*ṭṣṭ*) still carries clear connotations of force and should not be interpreted in a neutral or consensual sense. They emphasize that the semantic range of the verb includes the meaning to seize or to take hold, which in this legal context likely indicates an act of coercion that undermines the woman's agency.

This tension in interpretation raises important ethical and theological questions. If the act involves coercion, the requirement for the man to marry the woman may be understood not as an endorsement of the act but as a legal mechanism intended to secure the woman's economic and social future within a patriarchal context in which her prospects would otherwise be severely limited. In this sense, the obligation to pay *mohar* and the prohibition of divorce function as forms of accountability imposed upon the man rather than as a validation of his conduct. Therefore, Deuteronomy 22:28–29 should not be read as a neutral or merely transactional regulation. It is more appropriate to interpret it within its socio legal framework as an attempt, shaped by its historical context, to provide a measure of protection for women. This supports the broader argument that *mohar* in ancient Israel was not simply an economic exchange but part of a legal system that sought, within its cultural limitations, to uphold responsibility and to mitigate harm against vulnerable individuals.

A similar concept exists in Islamic tradition, where *mahr* refers to the obligatory gift given by the husband to the wife as part of the marriage contract. However, there is a fundamental distinction between *mahr* in Islam and *mohar* in ancient Israel. In Islam, *mahr* is given directly to the wife as her personal property, whereas in ancient Israel, *mohar* was generally paid to the bride's family. Nevertheless, in some cases, a portion of *mohar* could be allocated for the wife's future well-being, ensuring her financial security.<sup>10</sup> Beyond its economic role, *mohar* held significant social functions, including affirming the status and honor of women, as it symbolized their value within society and reinforced the idea that

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<sup>9</sup> Hulisani Ramantswana, "Wathint' Umfazi, Wathint' Imbokodo, Uzakufa [You Strike a Woman, You Strike a Rock, You Will Die]: Dinah and Tamar as rape protestors," *HTS Teologiese Studies* 75, no. 1 (Oktober 2019): 8.

<sup>10</sup> Mohammad Walid Ishaq Zai and Sayed Ajmal Sadat, "Identification of Dowry (Mahr) in Islam," *Sprin Journal of Arabic-English Studies* 2, no. 02 (August 11, 2023): 43.

marriage was not merely a transaction but a structured institution with legal and social implications. It also played a role in strengthening family and social bonds, as the payment of *mohar* was not only a contractual obligation but also a means of fostering relationships between families, ensuring that marriage served as a unifying force within the community. Additionally, *mohar* contributed to maintaining social stability by reinforcing marriage as a legally binding institution that provided women with economic security and supported broader social cohesion.<sup>11</sup> Thus, in ancient Israel, *mohar* was not merely a financial obligation; it was a legal and social mechanism that played a crucial role in protecting women, reinforcing family ties, and maintaining societal stability. Its function extended beyond a simple economic exchange, embodying broader ethical and legal principles that shaped marriage customs in the ancient world. Ancient Israelite law indicates that in cases of divorce or the husband's death, *mohar* could serve as a form of compensation for the wife. For example, in Exodus 22:16-17, it is stated that a man who seduces a virgin must pay *mohar* as a form of responsibility. In some cases, the woman's family could still demand the payment of *mohar* even if the marriage did not take place. This demonstrates that *mohar* functioned as legal protection for women within a social structure that often placed them in a more vulnerable position.<sup>12</sup>

Beyond being a mere transaction, *mohar* also carried theological and ethical significance in the husband-wife relationship. In Genesis 34:12, when Shechem wished to marry Dinah, he offered a greater *mohar*, indicating that this payment was not merely a formal requirement but held significant social value. This reinforces the idea that a husband was not only taking a wife into his family but was also responsible for ensuring her well-being. *Mohar* reflects that marriage was not solely an emotional or physical relationship but an institution with profound economic and social implications.<sup>13</sup> In ancient Israelite society, *mohar* underscored that women could not be treated as individuals who could simply be abandoned without financial consequences for the husband or his family.

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<sup>11</sup> Pamela Smock and Wendy D Manning, "The Effect of Marriage and Divorce on Women's Economic Well-Being," *American Sociological Review* 64, no. 6 (August 2023): 801.

<sup>12</sup> Solomon O. Ademiluka, "Bride Price and Christian Marriage in Nigeria," *HTS: Teologiese Studies / Theological Studies* 77, no. 4 (November 10, 2021): 2–3.

<sup>13</sup> Dina Mariana Inwasef, "Pengaruh Mas Kawin Terhadap Pernikahan Kudus Keluarga Kristen," *EIRENE: Jurnal Ilmiah Teologi* 6, no. 2 (December 1, 2021): 331.

### 3.2 Analysis of *Mohar* in the Law of Torah

In ancient Israelite culture, *Mohar* (מֹהָר) referred to a gift or payment given by a prospective husband to the bride's family as part of the marriage agreement. This concept was not equivalent to a "purchase price" but rather served as compensation and a demonstration of the man's commitment to the marriage. In Genesis 34, the term *mohar* appears in the tragic narrative of Dinah's rape by Shechem, the son of Hamor. In verse 12, Shechem expresses his willingness to pay any amount of *mohar* demanded in order to marry Dinah.

From a linguistic perspective, *mohar* in the Hebrew text refers to the customary "bride price," a sum typically paid by the groom to the bride's family as part of the marriage arrangement. However, in this particular case, *mohar* serves not only as a marital obligation but also as a bargaining instrument, reflecting the power dynamics inherent in Israel's patriarchal society.<sup>14</sup>

In ancient Israelite culture, *mohar* was generally understood as an expression of respect for the bride's family and as evidence of the groom's commitment to marriage. However, within the context of Dinah's story, *mohar* takes on a different role functioning more as a form of social reparation following an incident that brought disgrace upon Jacob's household. This shift in meaning highlights the irony of *mohar* in this passage: rather than signifying the joy and solemnity of marriage, it becomes a tool of negotiation, allowing the perpetrator to attempt to conceal his wrongdoing.<sup>15</sup> This illustrates how, in ancient societies, *mohar* was not merely an economic transaction but could also be manipulated as a means of restoring lost honor.

More significantly, this episode exposes the tension between societal norms and divine morality. Jacob and his sons ultimately reject Shechem's offer, making it clear that *mohar* cannot serve as a substitute for justice or as a means of preserving human dignity. This response underscores a fundamental aspect of Israelite ethics while *mohar* carried legal and economic importance, it was not sufficient to atone for moral violations.

Exodus 22:16-17 outlines the legal implications for a man who engages in sexual relations with an unmarried woman. The Hebrew term *patah*, translated as "persuade" in verse 16, conveys the idea of "gentle persuasion" or "convincing." This linguistic nuance suggests that the relationship described is not one of coercion or assault but rather a consensual encounter in which the man persuades a woman still under her father's authority. In the context

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<sup>14</sup> Veronika Klimova, "The Rape of Dinah: Motives for Incorporation in the History of the Patriarchs," *Verbum Vitae* 42, no. 4 (December 9, 2024): 933.

<sup>15</sup> Klimova, "The Rape of Dinah: Motives for Incorporation in the History of the Patriarchs," 934.

of ancient Israelite society, a woman's virginity was closely tied to her perceived value in marriage. Consequently, the payment of *mohar* functioned both as compensation to the woman's family and as a means of ensuring the man's social responsibility. A particularly noteworthy aspect of this legal provision is the role of the woman's father in determining the outcome.<sup>16</sup> If the father refuses to give his daughter in marriage, the man remains obligated to pay *mohar*. This indicates that *mohar* was not merely a "bride price" but also a legally enforceable penalty. From a societal perspective, this law served as a safeguard against the exploitation of women by preventing men from engaging in sexual relations without facing legal and financial consequences. Within the patriarchal framework of ancient Israel, where marriage arrangements were largely controlled by the father, this law introduced a layer of protection for women, even as it operated within the boundaries of the existing social order.

Theologically, this verse reflects the principle of divine justice in regulating human relationships by balancing rights with responsibilities. It underscores the idea that sexual relations are not solely private affairs but have broader social and legal ramifications. Moreover, it highlights the ethical principle of accountability in interpersonal relationships, a theme that finds its developed in New Testament teachings on marital faithfulness and responsibility. The context of 1 Samuel 18:25 reveals King Saul's indirect strategy to eliminate David, whom he perceived as a threat to his reign. Rather than demanding *mohar* in the form of wealth or property, Saul imposed an unusual condition one hundred Philistine foreskins as the price for David to marry Michal. This requirement was not merely a customary bridal payment but a calculated political strategy designed to place David in mortal danger, thereby removing him without direct confrontation. In ancient Israelite culture, *mohar* was typically composed of gold, silver, or other valuable assets. However, in this instance, it took the form of a military challenge, illustrating how *mohar* could be adapted for political purposes. Saul, seeking to exploit the tradition for his own advantage, manipulated the established custom to orchestrate David's demise while maintaining a veneer of legitimacy. This episode underscores the flexibility of cultural practices and their potential for political exploitation.

Theologically, this narrative highlights divine providence in David's life. Rather than perishing in battle as Saul had intended, David not only met but exceeded the demand, slaying two hundred Philistines and presenting their foreskins to Saul. This extraordinary achievement not only demonstrated David's military prowess but also affirmed God's continuing protection

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<sup>16</sup> Christo Pietersen, "Women Treated as Property: The Influence of the Ancient Near East on the Covenant Code," *Journal for Semitics* 30, no. 1 (April 27, 2021): 1–13.

over him, despite the adversities he faced.<sup>17</sup> Ultimately, this passage conveys a broader theological message: while human rulers may attempt to manipulate social and cultural customs for their own ends, divine sovereignty prevails, ensuring the realization of God's purposes in history. Deuteronomy 22:28-29, This passage addresses the legal implications of a man engaging in sexual relations with an unbetrothed virgin. Unlike Exodus 22:16-17, which employs a verb suggesting persuasion, the Hebrew term used here, *taphas* (טָפַס), translates to "seize" or "take hold of forcefully." This distinction indicates an element of coercion, though it does not necessarily denote an act as violent as the explicit rape described in other biblical passages. Within the legal framework of ancient Israel, the man is required to pay *mohar* and marry the woman, with an additional condition that he is permanently prohibited from divorcing her. This requirement underscores a binding legal responsibility. In Israelite society, a woman who lost her virginity outside of marriage often faced significant social and economic disadvantages.<sup>18</sup> In society a woman who lost her virginity outside of marriage often faced significant social and economic problems. Therefore, this law aimed to prevent the man from abandoning her ensuring that she received protection and financial security.

Therefore, this law sought to prevent the man from abandoning her, ensuring that she received legal protection and financial security. From a contemporary ethical standpoint, this law raises complex moral questions should a woman be forced to marry the man who coerced her? Understanding the ancient cultural context is crucial to addressing this concern. In a highly patriarchal society where a woman's social status was largely dependent on marriage, this law functioned as a protective measure rather than a punitive one. Although problematic by modern standards, its primary intent was to safeguard the woman's future in a world where her options would otherwise be severely limited. Theologically, this passage reflects the biblical emphasis on responsibility and accountability in human relationships. However, in light of the New Testament, Jesus presents a more profound ethic rooted in justice and compassion. In contemporary society, both the church and legal systems are called not merely to apply ancient laws rigidly but to seek justice that genuinely upholds human dignity and protects the vulnerable from further harm.

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<sup>17</sup> Yohanes Setiawan, "Refigurasi Daud Sebagai Pahlawan: Analisis Narasi Terhadap Teks 1 Samuel 16-18 Dengan Konsep Refigurasi Paul Ricoeur," *SOLA GRATIA: Jurnal Teologi Biblika dan Praktika* 5, no. 1 (July 30, 2024): 274.

<sup>18</sup> Solomon O. Ademiluka, "[A]Nd When I Came to Her I Found She Was Not a Virgin': A Contextual Re-Reading of Deuteronomy 22:13-21 among Nigerian Christians," *Verbum et Ecclesia* 44, no. 10 (2023): 2.

## A Comparison of *Mohar* with Legal Traditions in the Ancient Near East

In Mesopotamia, particularly under the laws of Hammurabi (18th century BCE), marriage practices involved financial transactions directed toward the bride's family, governed by specific legal provisions. The concept of *terhatum* refers to a payment made by the prospective husband to the bride's father, comparable to *mohar* in Israelite law. However, in certain cases, *terhatum* functioned more as a "bride price," implying an economic transaction rather than a symbolic gift. Hammurabi's laws also provided financial safeguards for women; if a man annulled the marriage after paying *terhatum*, the sum would become the woman's property as a form of financial security.<sup>19</sup> Additionally, the concept of *nudunnu* denoted a portion of wealth bestowed upon the bride by her family, analogous to a dowry. A significant distinction between Israelite and Mesopotamian legal traditions lies in the nature of *terhatum* in Hammurabi's code, it primarily constituted an economic exchange. While it offered certain protections for women, its function remained largely financial rather than grounded in legal obligations.

Table 1: Comparison of *Mohar* with Legal Traditions in the Ancient Near East

Aspect	Israelite Law ( <i>Mohar</i> )	Mesopotamian Law ( <i>Terhatum &amp; Nudunnu</i> )	Ugaritic Law ( <i>Mhr &amp; Nbl</i> )
Nature of payment	Marriage guarantee and social protection	More like a "bride price"	Similar to <i>mohar</i> , but more economic in nature
Legal function	Social justice, male responsibility	Financial protection, but more transactional	Not as strict as Israelite law regarding responsibility
Relation to dowry	Not related to dowry from the bride's family	<i>Nudunnu</i> as dowry from the bride's family	<i>Nbl</i> as property given by the bride's family
In cases of premarital relations	The man must pay <i>mohar</i> and marry the woman (Deuteronomy 22:28-29)	Marriage is not always mandatory	No clear legal obligation as in the Torah

In Israelite law, *mohar* was not merely a purchase price for a bride but rather a legal and social obligation that ensured the well-being of the woman. It functioned as a formal commitment from the groom to his future wife and her family, emphasizing responsibility rather than a simple economic exchange. In contrast, Mesopotamian law treated *terhatum* as a bride price that was more transactional in nature, resembling a purchase rather than a legal safeguard for the woman. Marriage in Mesopotamia was often viewed as an economic contract, with the transfer of *terhatum* signifying the conclusion of a financial agreement rather than the

<sup>19</sup> Malia Bessal and Dalila Belkacemi Zebda, "The Family Law In Mesopotamia: Hammurabi Law As A Model," *Journal of Namibian Studies* 36 (September 5, 2023): 1088–1089.

establishment of a socially protected union.<sup>20</sup> Similarly, in Ugaritic law, *mhr* served a comparable function to *mohar* in Israel, though it remained primarily an economic obligation rather than a legal mechanism to ensure the woman's security.

The role of *mohar* in Israelite law was deeply intertwined with the concept of social justice. By requiring the groom to provide *mohar*, the law ensured that marriage was not merely a financial transaction but a covenant that safeguarded the dignity and rights of the woman. In contrast, while Mesopotamian law incorporated *terhatum* and *nudunnu* to provide financial security, these payments did not necessarily impose long-term obligations on the husband. The contractual nature of Mesopotamian marriage meant that women could still be vulnerable to economic instability, as marriage was often structured as an agreement between families rather than a commitment between individuals.<sup>21</sup>

In Ugaritic law, *mhr* and *nbl* also lacked the explicit legal requirements found in Israelite law. While these payments were integral to marriage, they did not carry the same weight in enforcing the groom's responsibility toward his wife. Unlike other Near Eastern legal traditions, Israelite law did not integrate *mohar* with the concept of dowry. In Israel, *mohar* was solely the obligation of the groom and was not dependent on any financial contribution from the bride's family. In contrast, Mesopotamian law recognized *nudunnu* as the dowry provided by the bride's family, which then became the wife's personal property upon marriage. This system ensured that the woman had financial security, but it also reflected an expectation that her family would contribute to the marriage contract. A similar practice was evident in Ugaritic law, where *nbl* functioned as the bride's family's contribution to the marriage. Thus, while both Mesopotamian and Ugaritic traditions incorporated dowry as an essential component of marriage, Israelite law placed the financial responsibility entirely on the groom through *mohar*, reinforcing the notion that marriage was a legal and social commitment rather than a financial transaction between families.<sup>22</sup>

One of the most distinctive aspects of *mohar* in Israelite law was its role in cases of premarital relations. According to Deuteronomy 22:28–29, if a man had sexual relations with

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<sup>20</sup> Gwendolyn Leick, *THE BABYLONIAN WORLD* (Abingdon: Routledge, 2007), 299–316.

<sup>21</sup> Ali, "Marriage and Divorce in Ancient Egypt and Ancient Iraq (Mesopotamia) A Comparative Study," 6.

<sup>22</sup> Murshida Khatun and Amirul Islam, "Ancient Civilizations and Marriage: A Comparative Study of Customs, Traditions, and Rituals in Sumerian, Babylonian, Persian, Egyptian, Greek, Roman, Chinese, European, African, and American Cultures," *International Journal of Social Sciences & Humanities* 8, no. 2 (July 13, 2023): 30–35.

an unmarried woman, he was required to pay *mohar* and marry her. This provision ensured that the woman was not left in a vulnerable social or economic position and reinforced the principle that marriage was a binding commitment rather than a casual agreement. In contrast, Mesopotamian law did not always mandate marriage in cases of premarital relations, leaving room for situations in which women could be disadvantaged. Similarly, Ugaritic law did not contain explicit legal provisions obligating a man to marry a woman with whom he had engaged in premarital relations.<sup>23</sup> This contrast highlights that Israelite law uniquely emphasized legal accountability and social justice in matters of marriage and sexual relationships, ensuring that women were not merely subjected to economic or familial negotiations but were granted legal protection.

The comparison of *mohar* with similar practices in Mesopotamian and Ugaritic law reveals fundamental differences in the legal and social frameworks surrounding marriage.<sup>24</sup> While Mesopotamian and Ugaritic traditions often approached marriage as a financial arrangement between families, Israelite law elevated *mohar* beyond a mere transaction, transforming it into a legal instrument of justice and responsibility. The requirement of *mohar* not only reinforced the groom's commitment to his wife but also ensured that women were afforded legal protections that were not always present in other ancient Near Eastern cultures. As a result, the concept of *mohar* in Israelite law stands out as a distinctive legal and ethical principle that emphasized social responsibility over economic exchange.

### **The Social and Ethical Implications of *Mohar* in the Modern Context**

The practice of *mohar* in ancient societies, particularly in ancient Israel, encompassed complex social, economic, and legal dimensions. Rather than merely serving as a "bride price," *mohar* functioned as a social safeguard designed to ensure the well-being of women within a patriarchal marriage system. From a modern perspective, examining *mohar* offers valuable insights into the economic dynamics of marriage and broader issues of gender justice. This section explores the social and ethical implications of *mohar* by comparing its ancient application with its relevance in contemporary marriage practices.

Although the practice of *mohar* is no longer observed in its original form in many modern societies, its core principles remain relevant in discussions about justice in marriage.

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<sup>23</sup> Ali, "Marriage and Divorce in Ancient Egypt and Ancient Iraq (Mesopotamia) A Comparative Study," 9–11.

<sup>24</sup> Ali, "Marriage and Divorce in Ancient Egypt and Ancient Iraq (Mesopotamia) A Comparative Study," 14.

As a form of economic security for women, the concept of *mohar* still exists in various forms within contemporary marriage systems. Studying *mohar*, therefore, is not just a matter of historical interest but also offers valuable insights into how modern marriage practices can become more equitable and just. In many cultures today, marriage continues to involve significant economic aspects, such as the dowry tradition in some societies. The idea behind *mohar* serves as a reminder that financial contributions in marriage should not place an unfair burden on one party but should instead function as a protective mechanism that ensures financial security for women.<sup>25</sup> When applied correctly, this principle can help create a fairer marriage system where financial responsibilities are more balanced between both partners.<sup>26</sup>

Moreover, in the modern context, the financial aspect of marriage extends beyond initial payments like *mohar* or dowry and includes long-term financial responsibilities. This covers shared financial obligations within the household, rights to jointly owned property, and financial support after divorce. Many contemporary legal systems have established regulations on asset division and post-divorce alimony as a way to protect women economically. These legal protections reflect the original purpose of *mohar* to secure a woman's well-being even after the marriage has ended. Historically, *mohar* was intended to protect women from exploitation. In modern marriages, this same principle can be applied to emphasize the importance of legal and financial safeguards for women, particularly in cases of divorce or economic inequality within the household. Gender justice in marriage is not only about economic rights but also about ensuring equal opportunities in decision-making and the fair distribution of domestic roles. When these elements are balanced, marriage becomes a more just and harmonious institution for both partners.

Gender inequality in marriage remains a significant issue in many societies, especially in terms of access to financial resources and legal rights. The concept of *mohar* offers a perspective on how marriage systems should ensure that women are not solely dependent on their spouses for economic security. Instead, they should have access to education, employment, and legal protections that safeguard them from exploitation or financial injustice. These principles can be incorporated into social policies that support women's economic empowerment in marriage, such as fair maternity leave policies, access to credit and investment

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<sup>25</sup> Luis Manuel Vicente Guterres et al., "The Tradition of Dowry and Gender Equality Issues: A Literature Review," *JWS: Journal of World Science* 3, no. 9 (September 2024): 4.

<sup>26</sup> Xiaozhang Zhou, "Gender Inequality in the Divorce System: Taking Property Division as the Starting Point," *Transactions on Social Science, Education and Humanities Research* 12 (August 2024): 77- 78.

opportunities, and recognition of domestic labour as a valuable economic contribution. Some legal systems have already implemented protections similar to *mohar* to safeguard women's rights. For example, in modern civil law, post-divorce alimony serves a purpose similar to *mohar* by ensuring women's financial well-being after the end of a marriage. Understanding *mohar* can, therefore, contribute to the development of fairer legal frameworks that address marital rights and obligations.<sup>27</sup> This principle can also be extended to other areas of law designed to protect women from economic disadvantages.

Additionally, modern legal systems have introduced various protections for women in marriage, such as prenuptial agreements that secure financial stability in the event of divorce and laws against domestic violence that ensure access to legal and social protection. The core principle of *mohar* that women should have financial security in marriage can serve as a foundation for shaping more inclusive legal policies that promote gender justice. Furthermore, in countries where dowry practices are still in place, legal reforms are needed to prevent them from becoming instruments of exploitation. Instead, these practices should align with principles of fairness and protection. Laws must ensure that financial contributions in marriage do not put women in vulnerable positions or force them into marriage due to economic necessity. Rather, legal systems should guarantee their rights and well-being, ensuring that marriage remains an institution built on love, justice, and mutual prosperity.

#### 4. CONCLUSION

This study demonstrates that the concept of *mohar* in Torah law cannot be reduced to a mere economic transaction within marriage. Rather, it functions as a complex social and legal mechanism that operates within the patriarchal structure of ancient Israel to provide a degree of protection for women. Through an examination of relevant biblical texts in dialogue with legal traditions of the Ancient Near East, this research shows that *mohar* embodies multiple dimensions, including financial security, the preservation of a woman's honor, and a juridical means of ensuring male accountability within marriage.

From a theological perspective, these findings suggest that Torah law should not be understood merely as a collection of prescriptive norms, but as a reflection of deeper values of justice and social responsibility embedded in Israel's legal tradition. In this regard, the institution of *mohar* may be interpreted as part of a broader divine concern for the protection

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<sup>27</sup> Thresia Nina Ora and Irene Ludji, "Kritik Etika Kristen Feminis Atas Sikap GMIT Ebenhaezer Naimuti Terhadap Praktik Adat Suus Oef," *KHARISMA: Jurnal Ilmiah Teologi* 5, no. 1 (2024): 85- 87.

of vulnerable groups, particularly women, who in many cases lacked equal access to economic resources and legal authority. Consequently, the study affirms that biblical legal materials, while rooted in a specific historical context, also articulate enduring ethical principles concerning justice, responsibility, and relational integrity.

In a contemporary context, the concept of *mohar* invites critical reflection on the construction of more just and equitable marital systems. Although the practice itself is no longer applied in its original form, its underlying principles, especially those related to economic responsibility and the protection of the more vulnerable partner, remain ethically significant. Therefore, this study not only contributes to the historical and theological understanding of *mohar*, but also opens further space for constructive engagement with issues of marriage, gender justice, and social ethics in the modern world.

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