



Cultural, Socio-political, Financial and Legal Factors Impact on Regional Marriage Contracts: A Move Analysis Method

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Abstract

Moves within legal genres can vary depending on the legal system, cultural norms, and the needs and expectations of the users. This study aims to identify and compare the move structure in the marriage contracts of different world regions. The purpose is to discover the similarities and differences between marriage contracts in different contexts. Marriage contracts from five different regions, namely Saudi Arabia, Pakistan, Bahrain, India, and Ontario, have been used in this study. All the marriage contracts are mainly in the context of Muslim marriages. The results revealed that although the basic structure of all five contracts is almost similar in one way or another, there are some differences in the law enactment of these marriages depending upon the cultural and legal context within which they occur. Thus, it can be concluded that marriage contracts within the legal genre are subject to variation according to the peculiar socio-political, cultural, economic, and legal developments of a specific state or region.

Keywords: Marriage, Contracts, Conflicts, Legal System

1 Introduction

Genre analysis has become a popular area of research in recent years, particularly in language studies. As a theoretical framework for analyzing texts, genre analysis identifies texts' various communicative purposes and the organizational structures and language features used to achieve these purposes (Aman et al. [2022](#); Li et al. [2022](#)). One area where genre analysis has been applied

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extensively is in legal discourse, where the analysis of genres such as legal contracts, judgments, and statutes has yielded valuable insights into how legal language is used to construct meaning and achieve specific communicative goals (Aman et al. [2019](#); Farzadfar et al. [2022](#); Micah et al. [2023](#)).

Swales (1990) defines a genre as "a class of communicative events, the members of share that refers to some set of communicative purposes (Aman et al. [2021](#); Liao et al. [2023](#))." This definition emphasizes the social and communicative nature of genres, highlighting that they are shaped by the needs and expectations of specific communities of users (Lanzinger, [2011](#)). In legal discourse, genres such as contracts and judgments are shaped by the specific needs and expectations of legal professionals and laypersons who use them for various purposes (Rosenzweig & Stark, [1989](#)).

1.1 Background Knowledge

Vijay Bhatia is a renowned scholar in legal genre analysis, and his work has contributed significantly to the theoretical and practical understanding of legal language. Bhatia's theoretical framework is based on the idea that legal genres are not fixed categories but rather flexible and dynamic discursive practices shaped by the users' needs and expectations (Abbas et al. [2024](#); Wang et al. [2023](#)). He argues that the analysis of legal genres requires an understanding of both the social and cultural contexts in which the texts are produced and the linguistic features that are used to achieve specific communicative goals (Local Burden of Disease [2021](#); Shuja and Abbas [2021](#); Bhatia, [1993](#)). Hence Bhatia, who has been particularly interested in genres within the legal discourse, defines genre in accordance with Swales ([1990](#)) as: "a recognizable communicative event. It is characterized by a set of communicative purpose(s) identified and mutually understood by the members of the professional or academic community in which it regularly occurs (Hafeez et al. [2023](#); Shah et al. [2023](#)). Most often it is highly structured and conventionalized with constraints on allowable contributions in terms of their intent, positioning, form and functional value. These constraints, however, are often exploited by the expert members of the discourse community to achieve private intentions within the framework of socially recognized purpose(s)." (Bhatia [1993](#), 13). Bhatia thus views each genre as a part of a communicative process and analyses texts at three levels: the communicative purpose of the genre, its move-structure and the rhetorical strategies used.

One key aspect of genre analysis, which is the focus of this study, is the identification of moves, which are the basic units of communicative purpose and organization within a text. Moves are discriminative elements of generic structure (Bhatia, [1993](#)), i.e. if they vary significantly, it may give a different genre or sub-genre. As Swales ([1990](#)) notes, moves are "the steps taken by the writer or speaker to fulfill the communicative purposes of the text." Moves can be identified through the analysis of language features, such as the use of certain grammatical structures or discourse markers, as well as through the analysis of organizational structures, such as the use of headings, subheadings, and paragraph breaks (Cade, [2010](#)).

1.2 Rationale of the present study

The study of marriage contracts is of particular interest as marriage contracts play a crucial role in the legal and social systems of the countries. Marriage contracts are used to define the legal rights and responsibilities of the parties involved, and they are often used as evidence in legal proceedings (Congost & Ros, [2013](#)). Moreover, Muslim marriage contracts are shaped by Islamic law, which has its own set of legal principles and traditions that influence the form and content of these texts (Jain, [1984](#)).

Although there have been several studies conducted on the genre analysis of legal discourse, there is a lack of research on the move analysis of marriage contracts in different regions of the world (Miles, [2000](#)). Thus, this study aims to do a genre analysis of marriage contracts or agreements within the legal genre. Notably, the study seeks to analyse the move-structure of these legal

contracts. In the context of marriage contracts, moves are significant as they can shed light on the communicative purposes of the text and the expectations of the users (Lanzinger, [2015](#)). Previous research has shown that moves within legal genres can vary depending on the legal system, cultural norms, and the needs and expectations of the users (Bhatia, [1993](#)). Therefore, analyzing the moves within marriage contracts from different regions can help to identify similarities and differences in the communicative purposes and organizational structures used in these texts.

1.3 Research Questions

By applying the principles of genre analysis to the study of marriage contracts in different regions, namely, Bahrain, Ontario, Saudi Arabia, India, and Pakistan, this research aims to shed light on the ways in which these texts are constructed and understood within different legal and cultural contexts and to identify any similarities or differences that exist between these contexts. Thus, the current study is mainly based on the following research questions:

- What is the move structure of the five marriage contracts from different regions? Are there any similarities or differences in their move structure?
- What are the legal and cultural variations within these contracts?

By exploring the similarities and differences within the move structure of these marriage contracts, this study might prove to be an important contribution to the field of genre analysis, as well as to the broader field of legal discourse.

2 Literature Review

Legal discourse encompasses a large number of genres (wills, agreements, powers of attorney, statutes, law textbooks, law reports, legal opinions, etc.) that are organized into different subsets of interdependent genres and have interacting purposes and forms (Borja Albi, [2000](#)).

The term legal language, according to Bhatia ([1993](#)) encompasses a distinguishable genre based on the communicative purposes of the genre, the context or the settings the genre is used, and the communicative events these genres are associated with (De Moor & Van Zanden, [2010](#)). The development of different legal frameworks in the global context, as well as the implementation of legislative procedures and juridical processes across countries, is subject to variation according to the peculiar socio-political, cultural, economic, and legal developments within those specific traditions. This is a factor that has to be acknowledged in the face of the dismantling of international boundaries, since transactions are increasingly taking place in the context of international markets and global agreements (Bhatia et al., [2005](#)).

In his seminal work, "Analyzing Genre: Language Use in Professional Settings", Bhatia analyses legal genres such as contracts and judgments. He argues that these texts are characterised by several communicative purposes and organizational structures, which are used to convey legal information and achieve specific legal outcomes. Bhatia's analysis of legal genres is based on the notion of moves, which he defines as "the functional units of discourse that reflect the communicative goals of the text" (Bhatia, [1993](#)). Bhatia's work has been particularly influential in analyzing legal genres in multicultural and multilingual contexts (Verbeke, [2001](#)). He argues that the analysis of legal genres in these contexts requires an understanding of both the legal and cultural traditions of the users, as well as the linguistic resources available to them (Hughes, [2015](#)). He has also highlighted the importance of considering the power relations within legal discourse and how these power relations are reflected in the language and discourse of legal genres (Bhatia, [2002](#)).

Furthermore, Bhatia distinguishes between the following two types of move structures in his book: the linear move structure and the interactive structure. For example, a judgment consists of a linear four-move-structure: 1) identifying the case, 2) establishing facts of the case,

3) arguing the case, and 4) pronouncing judgment (Bhatia [1993](#), 135-36).

Legislative provisions consist of a two-part interactive structure having the main provisional clause on the one hand and the qualifications inserted within the structure of the sentence on the other. "This structure is interactive in the sense that the move qualification typically interacts with several aspects of the move provisional clause" (Bhatia [1993](#), 117).

Different rhetorical strategies are adopted and applied to verbalise each move, i.e. strategies used by the writer to accomplish a particular communicative intention at the level of the move, to formulate the partial action, so to speak. This can for instance involve the use of the text with a particular organisation, the use of a particular vocabulary, or the use of particular grammatical constructions (third person, present tense, nominalisation, passive voice etc.). Unlike the moves, these rhetorical strategies are not discriminative, i.e. they can vary without changing the purpose (and thus the genre).

In line with Bhatia's work, Castro C.D ([1991](#)) adopted Bhatia's ([1993](#)) four-move structure to interpret legal cases in her Master's dissertation entitled 'A Linguistic Analysis of Legal Cases as a Genre' (Hanson & Miller, [2001](#)). The rhetorical move strategies have relevance to her field of research, therefore it can be claimed that given any legal cases at hand, Bhatia's four-move structure is evident in all case studies (Dnes, [1999](#)).

It is inherent in a legal case to have these characteristics:

Move 1 – Identifying the case

Move 2 – Establishing the facts of the case

Move 3 – Arguing the case

Move 3(a) – Stating the history of the case

Move 3(b) – Presenting arguments

Move 4 – Pronouncing judgments

Moreover, Mr. Krishnasamy (1999) conducted a dissertation study on legal genre under the title 'A Genre Analysis of a legal text on Constitutional and Administrative Law' with the Faculty of Languages and Linguistics in the University of Malaya. In his study, he adopted the Create-a-Research-Space (CARS) model proposed by Swales ([1990](#)) on RA introductions and he thereby interpreted the structure of the textbook. In conclusion, he arrived at a decision of a three-move structure on the textbook as having a three-part division, namely an Introduction, Middle, and Conclusion (Foster & Rosenzweig, [2001](#)).

However, in the context of marriage contracts in different countries, Bhatia's work is particularly relevant as he has analyzed legal genres in a number of different cultural and linguistic contexts (Abaalzat et al. [2021](#); Al-Sulaiti [2002](#); Al-Sulaiti and Fontenot [2004](#)). He has shown the legal genres in different regions that are shaped by a range of factors (Jaffar et al. [2023](#); Khalid et al. [2023](#)). It includes legal traditions, cultural norms (Al-Sulaiti et al. [2023](#)), and the needs and expectations of the users (Hareven, [1991](#)). Bhatia has also highlighted the importance of analyzing the linguistic features and organizational structures of legal genres, as they are essential for understanding the communicative purposes and legal outcomes of these texts (Bhatia, [1993](#)). Nevertheless, there has been no research in literature which studied the move-structure of the marriage contracts in general, thereby, the present study seeks to take an initiative in this area of genre analysis (Jackson, [2005](#)).

3 Research Methodology

The current study aims to analyze the move-structure and content of five marriage contracts from different regions of the world, including India, Pakistan, Saudi Arabia, Bahrain, and Ontario (Al-Sulaiti et al. [2023](#)). The strictly followed criteria of the literature (Moradi et al. [2020](#); Shoib et al.

[2022](#)) for conducting this research (Aqeel et al. [2022](#)). Firstly, the samples of marriage contracts were selected based on their official status and authenticity, and all contracts were in the context of Muslim marriages (Mincer, [1978](#)). Two of the contracts were in Arabic (i.e., Saudi & Bahrainian) and were translated into English for the research purpose (Meng et al. [2023](#); Schmidt et al. [2022](#); Toqeer et al. [2021](#)). While the other two were in Urdu (Pakistani & Indian), and we also translated scales into English while the fifth one was already in English language since it belonged to a Canadian state.

Secondly, the research methodology involves applying a move model that uses a typical and organizational pattern in legal documents, including contracts and agreements, and which consists of seven elements (Al-Sulaiti et al. [2023](#); Al Halbusi et al. [2023](#); Majeed et al. [2023](#)). These seven elements are considered as 'moves' in the current study and so, the subsequent move model is as follows.

- Preamble
- Recitals
- Representations/Warranties
- Operative provisions
- Covenants
- Conditions
- Boilerplate

Table 1 presents the details of the above model by giving the function that each move plays in legal discourse.

Table 1 Move Model for Marriage Contracts

MOVES	FUNCTIONS
Preamble	The Preamble move introduces the document and sets out the context in which it is being created. It usually includes details such as the name and contact information of the parties involved, the date and place of execution, and the purpose of the agreement.
Recitals	The Recitals move provides background information and establishes the legal basis for the agreement. It typically includes a brief statement of facts that led to the agreement and any relevant legal provisions that apply to the situation. Recitals help to contextualize the agreement and provide clarity on the intentions of the parties involved.
Representations/Warranties	The Representations move involves making certain statements about the parties involved or the terms of the agreement. These statements are usually factual in nature and may relate to the parties' legal capacity to enter into the agreement, the accuracy of information provided, or any other relevant information that may impact the validity or enforceability of the agreement. It also mentions the witnesses involved.
Operative Provisions	The Operative provisions move states the specific terms of the agreement, including any obligations and responsibilities of the parties involved. This is the core of the agreement and outlines what each party is required to do or refrain from doing

Covenants	<p>under the terms of the agreement. It is important that these provisions are clear, unambiguous, and enforceable.</p> <p>The Covenants move involves promising to take certain actions or refrain from certain behaviors. These promises can be affirmative (e.g., agreeing to provide certain services or deliverables) or negative (e.g., agreeing not to engage in certain behaviors that may harm the other party or the agreement). Covenants are typically binding on the parties involved and failure to comply with them can result in legal consequences.</p>
Conditions	<p>The Conditions move sets out any conditions that must be met before the agreement can be executed or enforced. These conditions can relate to the performance of certain obligations, the satisfaction of certain requirements, or the occurrence of certain events. Conditions help to ensure that the agreement is valid and enforceable, and that both parties are aware of their obligations and responsibilities.</p>
Boilerplate	<p>The Boilerplate move includes any standard legal statements that are typically included at the end of legal documents, such as governing law, jurisdiction, severability, and assignment. These provisions help to ensure that the agreement is enforceable under applicable laws and regulations, and provide guidance in case of disputes and issues. It also ensures that the agreement is following any regulatory or legal requirements and that the parties are aware of their rights and responsibilities.</p>

The 'findings' part of this study analyzes and describes each move from the above move model in detail, based on the content and structure of the sample marriage contracts.

4 Findings

The moving model used for the current study is applied on the five marriage contract samples and the results are presented in the form of tables as follows.

Table 2 Saudi Marriage Contract

MOVE	POSITION	FUNCTION
Preamble	1	This contract sets out to give the context, the date, and the registration number of the contract. It then proceeds to give personal information and background details of the bride and groom.
Recitals	Missing	There is no recital involved in Saudi contract.
Representations/Warranties	2	Saudi marriage contract gives the detail of the witness, his statement of affirmation along with the date of action as the second move fulfilling the role of

		'representations/ warranties'.
Operative provisions	3	In this contract, operative provisions only include the dowry amount as the third move.
Covenants	Missing	Saudi marriage contract does not involve any section for covenant or stating the rights of the parties on each other. Thus, this move is missing here. The section for stating conditions occurs as the fourth move in Saudi contract. However, this contract does not explicitly state and conditions.
Conditions	4	The section for stating conditions occurs as the fourth move in Saudi contract. However, this contract does not explicitly state and conditions.
Boilerplate	5	It includes the statement that the marriage is being conducted in accordance with Islamic principles, the requirement that the document be authenticated, and the sign and seal of the head of the court.

As can be seen in table 2, The Saudi marriage contract did not involve the recitals and covenants at all, however, the move of 'conditions' was although mentioned in the contract but the sample contract did not mention any particular conditions either.

Now, the move structure of Pakistani marriage contract is presented in table 3.

Table 3 Pakistani Marriage Contract

MOVE	POSITION	FUNCTION
Preamble	1	Pakistani marriage contract sets out to give the context in which the marriage is taking place i.e., law, it then gives the location in which it is being registered and the place of action. It then proceeds to give personal information and details about age etc. within this same move.
Recitals	Missing	There are no recitals involved in Pakistani contract.
Representations/Warranties	2	The details about the representations and warranties occur as the third move in this contract. It involves details of attorneys by both bride and groom and it also involves two witnesses.

Operative Provisions	3	This move in Pakistani contract involves the mentioning of the marriage date and then the details related to the dowry and property distribution.
Covenants	5	It occurs after the forth move of 'conditions' in Pakistani contract. It involves the rights related to divorce, second marriage etc. Moreover, this move is then followed by two steps that belong to operative provisions e.g., the date of marriage registration and the amount of fee paid.
Conditions	4	This move comes prior to the covenants move in Pakistani contract. The sample contract does not mention any conditions in it.
Boilerplate	6	This is the last move in the contract and it involves the signatures of the both parties, signature of the officials as well as the signature and seal of the Registrar of the marriage.

All the moves from the move model were found in Pakistani marriage contract except for the move of recitals. Moreover, the move of conditions occurred prior to the move of covenants in this context (See positions of the move in table 3).

Table 4 presents the move analysis of Bahrainian marriage contract.

Table 4 Bahrainian Marriage Contract

MOVE	POSITION	FUNCTION
Preamble	1	The preamble of the Bahrainian marriage contract includes the information about issuing authority, date and place of the marriage contract. However, the details of personal information of the bride and groom come after the second move of recitals.
Recitals	2	The recitals of the Bahrain marriage license state that the marriage contract was conducted in accordance with the Book of God and the Sunnah of the Messenger of God, and based on legal conditions. After this move, the contract again proceeds to mention the other half of the

		preamble (first move) which involves the details of the parties involved
Representations/Warranties	5	Bahrainian marriage contract uses two witnesses as the representation or warranty to the marriage. It also gives the statement of affirmation by the witnesses involved.
Operative provisions	3	In Bahrainian context, this move occurs right after the personal information of the parties and it involves the details of dowry amount agreed and submitted.
Covenants	Missing	This move is not involved in Bahrainian marriage contract.
Conditions	4	This move comes after the dowry details but this contract does not explicitly mention any conditions.
Boilerplate	6	This contract uses a statement as the boilerplate. This statement is a standard legal disclaimer that signifies the importance and validity of the document and indicates that any disputes or challenges to its authenticity will require thorough investigation.

One major difference in Bahrainian context is the move of representations/warranties which occurred in the fifth place while it usually took place as a second move in other contexts.

The move structure of Indian marriage contract is presented in table 5.

Table 5 Indian Marriage Contract

MOVE	POSITION	FUNCTION
Preamble	1	Indian Muslim marriage contract begins by mentioning the place, date, time and the registration number of the marriage. It then requires the photos of bride and groom which are then followed by the ID numbers and names of both parties.
Recitals	4	It involves the statement by the groom as well as the attestation by the Qazi.
Representations/Warranties	2	It involves the names and addresses of the attorney and the two witnesses involved.
	3	This third move includes the detail about the

Operative Provisions		dower amount.
Covenants	Missing	This marriage contract does not use the move of covenants.
Conditions	Missing	This marriage contract does not involve the move of conditions at all.
Boilerplate	5	It occurs as the last move which involves the signature by the secretary or institute involved.

Two moves were absent in the Indian marriage contract; covenants and conditions. One thing which was found unique in this context is the requirement of photos of both bride and groom within the preamble move of the contract.

Table 6 presents the move analysis of Ontario's marriage contract.

Table 6 Ontario's Marriage Contract

MOVE	POSITION	FUNCTION
Preamble	1	This move in Ontario marriage license sets out to give the context of the license, the place of issue, the time, and the name of the issuer. It then proceeds to give the details of the bride and groom i.e., their names, nationality, their marital status, parents' names, their province and religion.
Recitals	Missing	It gives the statement by the applicant, his signature under the statement as well as the signature of the issuer.
Representations/Warranties	2	It involves the statement of the marriage, signatures of the issuer and applicant again. It also involves the signature of the witness. Moreover, it then involves the statement of the person of performed the marriage and then his signature, his status, address, and number. This move is then followed by another step which usually falls in the preamble move, it gives the registration number of the marriage license.

		It then proceeds to give the statement by the Registrar General along with his signature and date.
Operative Provisions	3	There are exactly no operative provisions used within the Ontario marriage license.
Covenants	5	Ontario marriage license does not involve any section for mentioning the covenants.
Conditions	4	This license does not carry any section specified for conditions.
Boilerplate	6	Ontario marriage license uses a closing statement at the bottom of the license which is a kind of authoritative and directive statement that works as the legislation.

Although this official marriage license of Ontario is not particularly based in the context of Muslim marriages, the sample however involves the marriage of a Muslim. Interestingly, it also involved a witness like other Muslim marriages. Moreover, only the move of recitals was absent in Ontario's contract.

Now the information involved under each move within each sample of marriage contract is discussed in detail below.

4.1 Preamble

Usually this move followed a similar pattern in all the five contexts within which the marriage contracts took place. It began with setting out the context of each contract as the first step by giving the names of state, the dates, places and registration numbers of the marriages. However, three contracts; Saudi, Bahrainian, and Ontario, used a logo of the state while no such thing was identified in Pakistani or Indian Muslim marriage contract. As the second step, it gave the personal details related to the parties (bride, groom, parents) involved, i.e., names, ID numbers, marital status, age, addresses. While four of the contracts (Saudi, Pakistani, Ontario, and Indian) used this step right after the setting of context, only the Bahrainian marriage contract showed a slight variation by splitting the preamble with an intervention of the second move of 'recitals. Since, it first sets out the context by giving the place, date, authority, and registration number which is then followed by the recitals move that involves the statement that the marriage is conducted in accordance with the Book of God and the Sunnah of the Messenger of God, and based on legal conditions. This move is then followed by the second step of the preamble which is the remaining part of first move, it involves the personal information of the parties. Another variation was found in Indian Muslim contract which required the photos of the bride and groom as an additional element in its preamble.

4.2 Recitals

This move establishes the legal basis for the agreement. It typically includes a brief statement of facts that led to the agreement and any relevant legal provisions that apply to the situation. Two of the five contracts; Saudi, and Pakistani, did not use any recitals in their context while the rest

three did. However, Bahrainian and Ontario's contract used this move in the second place while Indian Muslim contract used this move in the fourth place. Moreover, the type of recitals used in Indian and Ontario's context are similar since they both involved the statements of the applicants/groom along with their signatures, and the attestation by the issuer or Qazi in the case of Indian contract. Contrary to this, Bahrainian contract only used a statement revealing the legal condition (legal provision) under which the marriage took place.

4.3 Representations/ Warranties

The positioning of this move found to be similar ('second move') in three of the five contracts while Bahrainian contract used this as fifth move whereas Ontario's contract used as the third move. Another interesting variation was in the involvement of representatives or the warranties which were present in different forms in each context. Although all the five contracts involved the presence of witnesses in the marriages, however, only Saudi, and Ontario's marriage involved a single witness unlike the other three contracts i.e., Pakistani, Indian, and Bahrainian marriages, which involved two witnesses. Moreover, in addition to the witnesses involved, Pakistani and Indian contracts included the involvement of attorneys as well. In case of Ontario's marriage, besides the witness, there was identified the involvement of the issuer, the person 'who performed the marriage' as well as the Registrar General. It also included the statement of marriage by the issuer, the statement by the Registrar General, his signature along with the signatures of the applicant, performer, and the issuer.

4.4 Operative provisions

Operative provisions commonly occurred as the third move in all contracts except for the case of Ontario's contract which completely missed out any such move. While this move usually involved the details of the 'dowry' in all contexts, it however included some additional element in Pakistani contract by giving a column for property distribution. In Pakistani case, this move began with the mentioning of the marriage date which has otherwise been included in the move of preamble in all other contracts.

4.5 Covenants

This move usually involves the 'rights' of the parties on each other however, except for the Pakistani marriage contract, this move was completely missing in all the other contracts. So, it was not identified by any of the four contracts. Pakistani contract mentioned the rights of divorce to the bride and groom, as well as the permission of second marriage to groom by the bride under the law ordinance of 1961. This move was then followed by the date of registration of marriage and the registration fee both of which possibly fall under the move of preamble.

4.6 Conditions

This move was completely missing in Indian and Ontario's contract while in rest of the three cases, it occurred as the fourth move. However, none of the three contracts explicitly stated any condition regarding the marriages and so, the column of this move was found to be empty in each case.

4.7 Boilerplate

It occurred as the last move in all the cases, either in fifth or sixth position, involving the seal of the authority, signatures or/and a statement made by the authority. In case of Saudi contract, it involved a statement working as the legislation along with the seal of the Head of Court and signatures by the officials. However, in case of Bahrain, it involved a declaration statement about the legal binding and authority of the official. In Pakistani context, it involved the signatures of the officials as well as the seal of the Registrar of the Marriage. While it only involved the signatures of the secretary or the institute's stamp in case of Indian contract, it included an authoritative statement in Ontario's context which worked as legislation.

4.8 Discussion

Since Bhatia has shown that legal genres in different regions are shaped by a range of factors, including legal traditions, cultural norms, and the needs and expectations of the users (Bhatia, 1993), the findings of this study are also in line with Bhatia's work. Although there was overall a similar pattern followed by all the contracts, however, they showed variations in terms of the positioning of the moves as well as the further steps involved under each move. As in case of witnesses and attorneys, all the five regions showed some variations as per the requirements of the laws. However, the presence of witness was constant in all the cases apart from the differences in the number of witnesses required in each context.

Similarly, in case of covenants and conditions, not every contract specified these things unlike Pakistani marriage contract. Another similarity was the missing of the 'covenant move' which is only present in Pakistani contract. In case of Ontario's contract, three moves found to be completely missing as it did not mention the involvement of dowry, rights or conditions. One possible reason for this major difference is the fact that the sample taken from Ontario although shows a Muslim marriage, it nevertheless ignores the factors which are commonly found in the marriages that take place under Islamic principles. Since Ontario's marriage license is a general license issued by its law system which is used for every applicant despite his religion. Thus, it does not consider the other elements which are otherwise essential in Muslim culture i.e., the concept of dowry. All these variations and the absence of the mentioned sections relate to the fact that legal genres in different regions are shaped by the needs and expectations of the users, the legal traditions, cultural norms and other possible factors.

Another important thing to consider here is the fact that different regions name their marriage contracts with different titles i.e., marriage license, marriage certificates, or nikah nama etc, depending upon the cultural and social context as well as their legislation. In case of Pakistan, the marriage contracts are generally regarded as 'nikah nama' which is a kind of agreement signed by both the bride or groom under the laws of the state and similar is the case with Indian marriage contract or certificate which has been taken from the Muslim community of Uttar Pradesh, a state of India. However, in Saudi Arabia, the marriage contract is commonly referred to as "Akad" or "Aqd Al-Nikah" or "Aqd Al-Zawaj", which translates to "marriage contract". It is a formal and legally binding agreement between the bride and groom, which is signed by both parties and their two witnesses. The Akad outlines the terms and conditions of the marriage, including the rights and responsibilities of each party, and is typically conducted by an Islamic religious authority or a judge. The Akad is considered an essential document in Saudi Arabian culture and is recognized under Islamic law. Similarly in Bahrain, the marriage contract is called "Aqd Al-Zawaj" or "Katb Al-Kitab". It is a legal agreement between the bride and groom, which outlines the terms and conditions of their marriage, including the rights and obligations of each party. The agreement is typically written in Arabic and is signed by the bride, groom, and witnesses in the presence of an Islamic religious authority, such as an Imam or a representative of the Ministry of Justice, Islamic Affairs and Endowments. This contract is considered a very important document in Bahrainian culture and is legally binding under Bahrainian law.

Bhatia has also highlighted the importance of considering the power relations that exist within legal discourse, and the ways in which these power relations are reflected in the language and discourse of legal genres (Bhatia, 2002). This is evident by the Pakistani marriage contract which involves the concept of second marriage by the groom while there is no such concept in any other contract. It possibly hints on the fact that in Pakistani context, males are given some kind of power under which they have a chance to do second marriage while it does not give any such chance or possibility to the groom in other contexts.

5 Conclusion

The findings of the study proved Bhatia's stance that legal genres are shaped differently depending upon various factors. The common factors which led to the variations within the concerned marriage contracts were possibly the differences of the cultural norms, the legal traditions and the needs of the users. Hence, the development of different legal frameworks in the global context, as well as the implementation of legislative procedures and juridical processes across countries, is subject to variation according to the peculiar socio-political, cultural, economic and legal developments within those specific traditions (Bhatia et al., 2005). Thus, it can be concluded that the context within which a marriage takes place also plays an integral role in the legal binding of that marriage as per the laws and regulations of the given state.

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7 Appendix

1. Saudi Contract



 المملكة العربية السعودية
 وزارة العدل
 المحكمة الأمامية الشخصية بملكة المملكة العربية السعودية

وثيقة عقد زواج لغير السعوديين (الناطقين باللغة العربية)

صفة الحاضر	الاسم	الجنسية	رقم الهوية	نوعها
الزوج	محمد سليمان محمد رشيد	باكستاني	٩١٢٢٦٩٠٦٧٠	هوية مقيم
الزوجة	امراء فياض فياض اعجاز	باكستانية	٩٩٩٢٠٠٩٧٧١	هوية مقيم
الولي	مناضل اعجاز حسين	باكستاني	٩١٤٧١٢٨٣٩٧	هوية مقيم
شاهد	هشام حسين محمد اشرف	باكستاني	٩١٩٥٩٩١٥٠٣	هوية مقيم
شاهد	محمد زيان محمد شفيع	باكستاني	٩٠٦٤٢٧٩٤٩	هوية مقيم

صفة قرابة الولي بالزوجة: **والدها** نوعها: **هوية مقيم**

الزوجة () بكر مطلقة () أرملة أخرى ()

بموجب الصك رقم () / / ١٤ هـ الصادر من

استراحة الماسية بالزايدي

الحمد لله وعهدا بما بعد، قلدي أنا / **محمدان بن حامد السليمان** / بقرم **٤٣٧٧** وتاريخ **١٢ / ٦ / ٢٥** هـ اجراء عقد الزواج لسكان **ملكة المملكة العربية السعودية** بتاريخ **١٤ / ٦ / ٢٥** هـ بعد ان تحققت من توفر اركانها وشروطه المشتركة والالتزام موافقه وذلك بموجب ما دون لدي بصفة منفصلة في ضيقته بالتعدد الخاص بزواج لغير السعوديين رقم (**٩**) وصحيفة (**٣**) وصلى الله على نبينا محمد وآله وصحبه وسلم.

المصادقة على الوثيقة

أصداق على صحة الرخصة الممنوحة للمأذون وسرياتها وعلى سلامة اجرائه وصحة توقيعه وختمه


الأممارة الشخصية محكمة
 (ليس / قضص محكمة)


 وزارة العدل
 مكة المكرمة


عبدالعزیز عبدالرحمن الكلبی

الصداق عشرة آلاف ريال تُسلم بعد ستة أشهر من تاريخ العقد

مستلم الصداق

الشروط بين الزوجين بدون شروط


 توقيع وختم المأذون



* تنبيه - التهميشات تكون خلف الوثيقة.

نواح رقم (١٢٠-٦٠-١٣)

طبع عام ١٤٢٦ هـ

2. Pakistani Contract
a)

(See Rule 8-10)


This Form has been prepared in the light of Rules No. 8 and 10 of Muslim Family Ordinance 1961

NIKAH NAMA / MARRIAGE CERTIFICATE

1. Name of the Ward _____ Town/Union _____ Tehsil _____
Police Station: _____ and District: _____ where the marriage took place:

2.	Name of the bridegroom & his father, with their respective residence	
3.	Date of birth/Age of the Bridegroom	
4.	Name of the Bride & her father, with their respective residence	
5.	Whether the Bride is Virgin/widow or divorced	
6.	Date of Birth/ Age of the Bride	
7.	Name of the Attorney, if any, appointed by the Bride, his father's name and his residence	
8.	Name of the witnesses if the appointment of Bride's Attorney, with their father names, their residences and the relationship with the Bride	
9.	Name of the Attorney, if any, appointed by the Bridegroom, his father's names and his Residence	
10.	Name of the witnesses to the appointment of the Bridegroom's Attorney with their father names and their residences:	
11.	Names of the witnesses to the Marriage, their father names and their residences.	
12.	Date on which the Marriage was solemnized.	
13.	Amount of Dowery/Guarantee for marriage paid	
14.	How much of the Dowery paid and how much deferred.	
15.	Whether any portion of the Dowery Guarantee was paid at the time of Marriage, if so, how much:	

2. Bahrainian Contract

KINGDOM OF BAHRAIN MINISTRY OF JUSTICE & ISLAMIC AFFAIRS & WAQF COURT DIRECTORATE - SHARIA COURT		مملكة البحرين وزارة العدل والشئون الإسلامية والأوقاف إدارة المحاكم - المحاكم الشرعية	
الرقم التسلسلي	وثيقة عقد الزواج	الدائرة السنية	
انه في يوم الأربعاء 1439-11-12 هـ الموافق 2018-07-25 م ، وبموجب استمارة طلب إصدار وثيقة عقد الزواج رقم [REDACTED] وعلى كتاب الله وسنة رسول الله صلى الله عليه و اله وصحبه وسلم ، أجرى قاضي محكمة الإجراءات الشرعية السنية فضيله الشيخ [REDACTED] عقد الزواج بشروطه الشرعية بين الزوجين التالية ببياناتهما أدناه :			
بيانات خاصة عن الزوج :		الاسم	[REDACTED]
الديانة		الديانة	[REDACTED]
مكان العمل		مكان العمل	[REDACTED]
الحالة الاجتماعية		الحالة الاجتماعية	[REDACTED]
العنوان	رقم الشقة	العنوان	[REDACTED]
بيانات خاصة عن الزوجة :		الاسم	[REDACTED]
الديانة		الديانة	[REDACTED]
مكان العمل		مكان العمل	[REDACTED]
الحالة الاجتماعية		الحالة الاجتماعية	[REDACTED]
اسم الولي		اسم الولي	[REDACTED]
العنوان		رقم الشقة	[REDACTED]
شهادة الفحص الطبي للزوجين			
الصدائق		مجموع الصدائق المفقق على	[REDACTED]
المقدم منه :		جميعه (مقبوض	[REDACTED]
الملاحظات			
شروط الزوج المأخوذة في ضمن العقد		شروط الزوجة المأخوذة في ضمن العقد	
لا توجد.		لا توجد.	
شاهد العقد		الشاهد الأول:	[REDACTED]
		الشاهد الثاني:	[REDACTED]
 رئيس المحكمة : محكمة الإجراءات الشرعية السنية			
تاريخ الطباعة: 2018/07/26		نسخة للزوج	
رقم الإعداد: 2018003270		رقم الوثيقة سند رسمي مهم ولا يعطى بدل عنه إلا بعد التحقيق	

3. Indian Contract

MARRIAGE CERTIFICATE		شہادۃ النکاح	
فوتو دلہین	فوتو دلہا	Date / تاریخ	R.No / نمبر
		Place of Nikah / مقام نکاح	Day / دن
			Time / وقت
Adhaar No. Bridgroom's & Bride's / آدھار نمبر دوہوں کی			
دستخط		نام دوہوں کے ساتھ پتہ و پتہ Bridgroom's Name, S/o, Nationality & Address	
دستخط		نام دوہوں کے ساتھ پتہ و پتہ Bride's Name, D/o, Nationality & Address	
دستخط		اسم وکیل کے ساتھ پتہ Attorney's Name & Address	
دستخط		اسم گواہ اول کے ساتھ ولدیت و پتہ 1. Witness Name, S/o & Full Address	
دستخط		اسم گواہ دوم کے ساتھ ولدیت و پتہ 2. Witness Name, S/o & Full Address	
		تقدیر اور ہجرتوں و ہندسوں میں Dower Amount in Words & Figures	
دستخط	اقرار کرتا ہوں کہ مندرجہ بالا لکھی گئی چیزیں اور شرائط میں رعایت کی موجودگی میں مسماہ میرے اپنے نکاح میں قبول کرتا ہوں I do hereby solemnly affirm that in the presence of the above mentioned attorney, the witness and the assembly I do accept Ms. _____ D/o _____ Mr. _____ for the dower of Rs. _____ in my 'Nikah' as per 'Sunnah'.		اقرار و دلہا Declaration By Bridgroom
دستخط	اس نکاح کی تصدیق کرتا ہوں کہ مندرجہ بالا لکھی گئی چیزیں اور شرائط میں رعایت کی موجودگی میں شریعت مطہرہ کے مطابق پاسا اپنے عمل ہے I hereby certify that I have solemnized the nikah in the presences of the attorney, two witnesses & the assembly according to Shariah. Full Address: _____		سند قاضی Attestation By Quazi
		قاضی مسماہ / مسماہ Qazi / Masuma / Masuma	

Ontario's Contract

Ontario Office of the Registrar General PO Box 4500, 188 Red River Road, Thunder Bay ON P7B 6L8

Marriage Licence

Licence number: **G0130000**

This form is a permanent legal document and can only be used to register a marriage that takes place in Ontario. Please PRINT clearly in blue or black ink.

Part 1 - To be completed by the office issuing this licence

1. Date this licence was issued (m/y) **11 June 2018**

2. Municipality where licence was issued **City of Mississauga**

3. Name of licence issuer or deputy issuer

4. Signature of licence issuer or deputy issuer

5. Proposed place of marriage (m/y) **Mississauga**

6. Proposed date of marriage (m/y) must be within 3 months of date of issue

Part 2 - Marriage Affidavit (if joint)

Information about the applicant:

7. Current legal first name **[Redacted]**

8. First and middle names **[Redacted]**

9. Marital status never married widowed divorced

10. If divorced in Canada, please provide the court file number

11. Religious denomination

12. Age

13. Province where applicant was born (if outside Canada, state the country)

14. Parent's name (last first)

15. Province where the applicant's parent was born (if outside Canada, state the country)

16. Parent's birth date (m/y)

17. Province where the applicant's parent was born (if outside Canada, state the country)

Information about the joint applicant:

24. Current legal last name

25. First and middle names

26. Marital status never married widowed divorced

27. If divorced in Canada, please provide the court file number

28. Religious denomination

29. Age

30. Province where joint applicant was born (if outside Canada, state the country)

31. Parent's name (last first)

32. Province where the joint applicant's parent was born (if outside Canada, state the country)

33. Parent's name (last first) **Pakistan**

34. Province where the joint applicant's parent was born (if outside Canada, state the country) **Pakistan**

18. Name in full of applicant and joint applicant

I make oath and say (affirm) as follows: That I believe there is no affinity, consanguinity, prior marriage or other lawful cause or legal impediment to bar or hinder the solemnization of the marriage, and that the contents set forth herein are to the best of my our knowledge, information and belief, true in every particular.

Sworn/affirmed before me at **City of Mississauga**, in the **Region** of **Peel** on the **11** day of **June**, 2018.

Signature of deputy registrar issuer

19. Present address of applicant (street number and name) Apartment

20. City or town **Mississauga**

21. Province **ON**

22. Postal code

23. Telephone number

35. Present address of joint applicant (street number and name) Apartment

36. City or town **Mississauga**

37. Province **ON**

38. Postal code

39. Telephone number

Part 3 - Statement of marriage - to be completed following the marriage ceremony (Form 7)

40. Place of marriage (name the city or town and the county, regional municipality or district) **CITY OF MISSISSAUGA**

41. Date of marriage (m/y) **11 June 2018**

42. Signature of applicant **[Signature]**

43. Signature of joint applicant **[Signature]**

44. Signature of witness **[Signature]**

45. Signature of witness **[Signature]**

By signing below, I certify that the marriage of the parties named in the marriage licence was performed on the date and at the place indicated above.

46. Signature of person who performed marriage **[Signature]**

47. Date (m/y) **11 June 2018**

To be completed by the person who performed the marriage

48. Name of person who performed marriage (last, first, middle)

49. Your status: Registered Religious Official Judge Municipal Clerk/Delegate Justice of the peace

50. Address of person who performed marriage **1500 7th St E, Mississauga, ON L4Y 1G5**

51. Telephone number **905-276-8268**

52. Your registration number **15007**

53. Your denomination (Registered Religious Official only)

For use of the Registrar General only:

I am satisfied to the correctness of this statement and register this marriage

Signature **[Signature]** Date (m/y) **11 June 2018**

Personal information contained in this form is collected under the authority of the Marriage Act, R.S.O. 1990, c.M.3 and will be used to determine whether to issue the marriage licence, to register the marriage, provide certified copies, extracts, certificates, search notices, chronologies and for statistical, research, medical, law enforcement, education and adoption disclosure purposes. Questions about this collection should be directed to the Deputy Registrar General at PO Box 4500, 188 Red River Road, Thunder Bay ON P7B 6L8 Telephone: 1 800 461-2156 or 418 325-8305

JUL 19 2018