

reason for divorce. There are customary practices which confirm that the husband has a duty to maintain his wife. For instance, in the eastern part of Nigeria where a customary law husband forces the wife and her children or his pregnant wife from the matrimonial home to her father's house, whenever the husband desires to have his family back, he is under a customary obligation to pay for the cost of maintaining his wife and his children while they were with the wife's parents. The right to maintenance for a wife is, however, not universally recognized or clearly defined under customary law and while some customary laws or traditions might impose a duty on a husband to maintain his wife, these



obligations can be unclear and may not be enforceable.

In Islam, marriage (Nikah) is a legal and social contract between a man and a woman, emphasizing mutual consent and commitment. It is considered both a religious and civil union, with specific requirements for validity such as consent of the parties, parental consent, payment of bride price and solemnization. Under Islamic law, a wife has a right to maintenance (Nafaqah) from her husband, which includes food, clothing, and shelter, as long as the marriage is valid. It is a fundamental right conferred on the wife and it is independent of the wife's wealth or financial standing. The husband's obligation to maintain his wife arises from the marriage contract itself and continues until the marriage is terminated. The wife's right to be

maintained by her husband is absolute and a husband is bound to maintain his wife of a valid marriage even if there is no agreement in this regard. It is the obligation of the husband to provide proper maintenance to his wife in all circumstances, whether he is in a good financial condition or not - Tambuwal Vs Tambuwal (2021) LPELR 55025(CA) . As sole responsibility of the



husband, its sufficiency guarantees the wife's obligation to obey and remain within the bound of the conjugal sphere. In the same vein, the wife's entitlement to demand for separation in the event of the husbands non-compliance is guaranteed as well. It is not permissible for a man to marry until he

is financially able to bear the maintenance expenses. The Prophet, peace be upon him, commanded those who cannot afford it to persevere and fast.

The deductions that are visibly obvious from the above summations is that a wife of a Christian marriage and/or of an Islamic marriage possesses a right to maintenance by her husband and it is a right that is enforceable, while there is no clarity of the presence of such an enforceable right to maintenance in a wife of a customary marriage. This right of wife of a Christian marriage and/or of an Islamic marriage to maintenance by her husband is independent of and outside the right to maintenance provided for under the provisions of the Matrimonial Causes Act, 1970. The point must, however, be made that where a wife of a Christian marriage and/or of an Islamic marriage proceeds thereafter to conduct a statutory



marriage under the Matrimonial Causes Act, 1970, this independent right of maintenance ceases and becomes subsumed in the right of maintenance provided for a wife of a statutory marriage in the provisions of the Act.

This subsummation of the independent right to maintenance of a wife of a Christian marriage and/or of an Islamic marriage by the right of maintenance provided for a wife of a statutory marriage in the provisions of the Act is the necessary consequence of the principle of merger. Merger in law is defined as the absorption of a thing of lesser importance by a greater, whereby the lesser ceases to exist, but the greater is not