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MUSLIM LAW OF INHERITANCE IN SINGAPORE: PRINCIPLES AND PRACTICE

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Muslim inheritance law also known as *faraid* is a branch of Muslim law which is applied to Muslim estates in Singapore. This article sets out the principles of *faraid*, in terms of the requirements and the eligible beneficiaries. It also elaborates on the administration of *faraid* in Singapore, with reference to statute and various case law. This includes the issuance of the inheritance certificate and the different forms of estate planning for Muslims, including wills.

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I. *Faraid* in Muslim law

A. Principles of faraid

1 The Muslim law of inheritance, known as *faraid*, is a well-developed branch of *fiqh* (Muslim law) based on the provisions of the primary sources of the Sharia. *Fiqh* can be translated as "knowledge of the practical rules of Sharia acquired from the detailed evidence in the sources".[2] Sharia, in turn, is understood to mean "the path upon which a believer has to tread".[3] It is a holistic value system encompassing ethics, rules and principles on all facets of a believer's life.

1 At the time of writing, the author was President of Syariah Court of Singapore.
2 Amidi, *Ihkam* vol 1 (Dar Samii, 2003) at p 6.
3 Irshad Abdal-Haqq, "Islamic Law: An Overview of its Origins and Elements" (2002) 7(1) *Journal of Islamic Law and Culture* 27 at 33.

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2 The rules of *faraid* are derived largely from verses 4:11, 4:12 and 4:176 of the Qur'an. Therein, the persons entitled to share in the estate are described in detail together with the respective shares. Being canon, the obligation to observe *faraid* applies to all Muslims, to preserve the right of heirs and to maintain principles of justice and equity.

3 The right of inheritance according to *faraid* does not begin until all other dues on the estate have been fulfilled. These are:

(a) payment of burial and funeral expenses;

(b) payment of the deceased's debts, inclusive of outstanding religious obligations such as *zakat*, *fidyah* and *kaffarah*;[4] and

(c) execution of a will made by the deceased, if any.

B. **Faraid** ***beneficiaries (rightful heirs) and causes of exclusion***

(1) Faraid *beneficiaries*

4 The causes which give rise to the right of inheritance are *nasab* (consanguinity) or marriage.[5] The shares the beneficiaries are entitled to depend on whether they fall under the category of Quranic heirs or agnatic heirs. Quranic heirs receive fixed shares, while agnatic heirs receive the residue of the estate after distribution of the shares to be received by the Quranic heirs.[6] These are further detailed in the following table:

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4 Section 2 of the Administration of Muslim Law Act 1966 (2020 Rev Ed) interprets *zakat* to mean the charitable contribution to be made by a Muslim in accordance with the Muslim law. *Fidyah* means charitable compensation for missing the fast during Ramadan, whereas *kaffarah* is a charitable compensation for religious transgressions or for violating Islamic oaths.

5 A third cause which gives rise to a right of inheritance that is no longer applicable is *wala'*. *Wala'* gives right of inheritance to the emancipator of a slave.

6 For a full description of the shares that Quranic heirs can receive, refer to Ahmad Nizam Abbas, Istyana Putri Ibrahim & Maryam Hasanah Rozlan, *Muslim Family Law in Singapore* (Academy Publishing, 2022) at pp 466–468.

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Quranic heirs receiving fixed shares	**Agnatic heirs receiving residual balance**
Husband Wife Father Mother Daughter Son's daughter Grandfather (paternal) Grandmother (maternal and paternal) Sister Consanguine sister Uterine brother and sister	Father Son Son's son Grandfather (paternal) Brother Consanguine brother Brother's son Consanguine brother's son Uncle (father's brother) Consanguine uncle (father's consanguine brother) Male cousin (son of father's brother) Consanguine male cousin (son of father's consanguine brother)

5 There are conditions that are specific to particular beneficiaries. Some examples (which are not exhaustive) are as follows:

(a) Legitimacy of birth: A valid marriage according to Muslim law is a criterion for the right of inheritance under the cause of consanguinity. Hence, adopted and foster children do not have a right of inheritance.[7] There is also no legal consanguinity between a man and his child born out of wedlock, but such a child can inherit from his or her mother.[8]

(b) Validity of marriage: A valid Muslim marriage is a requirement for a spouse to have a right of inheritance under the cause of marriage. As an extension to this, a divorced wife who is still within the iddah (waiting)

7 Fatwas issued by the MUIS Legal (Fatwa) Committee on 31 October 1968, 28 March 1977 and 22 June 1994. Both fatwas confirm that wills made bequeathing shares no more than one-third to adopted children are valid: *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at pp 52–56.

8 A child is deemed to be the legitimate child of a marriage if it was born at least six months after the parent's marriage, based on the position under Muslim law that the minimum gestation period is six months.

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period of a revocable divorce is still entitled to a share in the estate of her divorcing husband.

(2) Differences in entitlement based on different schools of fiqh (mazhab)

6 Apart from the above, there are two other categories of *faraid* beneficiaries, and their entitlement depends on the school of law the deceased adhered to, a detail which must be included in all applications for a grant of probate or a grant of letters of administration.[9] For the estate of Muslims adhering to the *Shafi'i* school of law, part or all of their estate can pass to Baitulmal – an institution that functions as a public treasury for Muslims – in certain circumstances, as follows:[10]

(a) there are no rightful heirs;

(b) all heirs have received their shares, but there is still a remainder;

(c) property of the deceased remains unclaimed; or

(d) the deceased has no surviving heirs.

7 For the estate of deceased Muslims who adhere to the *Hanafi* school of law, if the shares of the heirs do not exhaust the estate, the residue is returned to the beneficiaries based on their respective shares. This is known as the *radd* principle. This principle excludes the deceased's wife or husband. If there are no heirs, then the residue is distributed to *zawil arham* (agnatic relations not listed as *faraid* beneficiaries).[11]

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9 Administration of Muslim Law Act 1966 (2020 Rev Ed) s 113.

10 *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at p 61. Baitulmal funds in Singapore are managed by the Islamic Religious Council of Singapore, *ie*, Majlis Ugama Islam Singapura (MUIS).

11 The basis of the divergent opinions amongst jurists of the different schools of law is the different standards in accepting narrations reported from the Prophet, and the differing approaches in reconciling different reports on the same issue. The discourse on this particular issue is elaborated in *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at p 63.

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(3) Causes of debarment from receiving faraid *shares*

8 Among the Quranic and agnatic beneficiaries, only the spouse (husband or wife), father, mother, son(s) and daughter(s) are guaranteed to receive a share in the estate in all circumstances. This is on the condition that they are not disentitled from receiving shares under the following circumstances:

(a) Predeceasing the deceased: A beneficiary must survive the deceased. In situations where multiple people die or are deemed to have died and it is unclear which of them survived the other, the "presumption of survivorship"[12] should not apply to a Muslim deceased. This was decided by the MUIS Legal (Fatwa) Committee in 2001, where it ruled that both victims do not inherit from each other.

(b) Difference of religion based on a number of rulings issued by the MUIS Legal (Fatwa) Committee.[13]

(c) Killing the deceased: Jurists vary in their opinion on whether this exclusion is applied absolutely, or only applies to actionable homicide.[14]

9 In addition to the above reasons for debarment, *faraid* beneficiaries can be excluded from inheritance if there are other beneficiaries who are higher in the priority list to the deceased, or in the case of agnatic heirs, if the whole of the estate has been exhausted by distribution to the Quranic heirs and there is no residual balance for them to receive.

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12 Civil Law Act 1909 (2020 Rev Ed) s 30.

13 Fatwa decisions issued on 18 February 1975, 17 October 1988 and 16 September 2003: see *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at pp 67–70.

14 Ahmad Nizam Abbas, Istyana Putri Ibrahim & Maryam Hasanah Rozlan, *Muslim Family Law in Singapore* (Academy Publishing, 2022) at pp 463–464.

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II. Administration of *faraid* in Singapore

A. Historical context

10 The administration of Muslim law is a unique feature of the legal system in Singapore, where it establishes that customary and religious law will continue to have a place in Singapore. It was codified as early as in 1880 when the Mohamedan Marriage Ordinance[15] was passed by the British colonial government. When the Mohammedan Advisory Board was established in 1915, it provided a channel for Muslims in Singapore to have representatives making state legislation on Muslim matters. Members of the Board were selected from prominent members of the community by the colonial government. The Board had successfully petitioned for a law that the property of a Muslim who died intestate was automatically subject to *faraid*. It was, however, not made compulsory and Muslims could draw up wills which set out terms different than *faraid*. Any disputes arising from these wills were heard in civil courts.

11 In 1956, the Muslims Bill[16] was first introduced and on 5 November 1956, the Bill was committed to a Select Committee.[17] After consideration by the Select Committee, which included reviewing 14 written representations from different members of the Muslim community, the Muslims Bill was passed on 26 April 1957. Among others, it provided that the compulsory application of *faraid* would be extended to Muslims who died testate.[18] With

15 Ordinance V of 1880.
16 Bill No 68/1956.
17 The second instruction from the Legislative Assembly was to consider amendments to the Bill to provide that no Muslim shall dispose of his property by will except in accordance with Muslim law: Legislative Assembly, Colony of Singapore, *Report from the Select Committee on the Muslims Bill* (LA 5 of 1957).
18 Concerns were raised by a group comprising Muslim merchants. There were debates on the passing of this Bill, both in representations to the Select Committee as well as in the public domain with an exchange of views via letters published in The Straits Times: see "A Law Like This Can Ruin Muslim Rich", *The Straits Times* (25 January 1957) at p 5; "Freedom of Choice and the Muslim Law", *The Straits Times* (30 January 1957) at p 8; "Inheritance Bill has Support of Muslims", *The Straits Times* (7 February 1957) at p 6; and "Muslim Wills Bill is Now Law", *The Straits Times* (27 April 1957) at p 5.

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the formation of the Syariah Court in 1958, the *faraid* shares applicable to the estate of a Muslim – both intestate and testate – are specified in an inheritance certificate issued by the Syariah Court. This continued with the passing of the Administration of Muslim Law Act[19] ("AMLA") in 1966 and remains to this day.

B. *Syariah Court's role in administration of faraid in Singapore*

12 The Syariah Court does not exercise exclusive jurisdiction over the administration of a deceased's estate. In so far as the Syariah Court is concerned, its role in the administration of a Muslim estate is in the issuance of the inheritance certificate. Section 115 of the AMLA states as follows:

> (1) If, in the course of any proceedings relating to the administration or distribution of the estate of a deceased person whose estate is to be distributed according to the Muslim law, any court or authority shall be under the duty of determining the persons entitled to share in such estate or the shares to which such persons are respectively entitled, the Syariah Court may, on a request by the court or authority or on the application of any person claiming to be a beneficiary and on payment of the prescribed fee, certify upon any set of facts found by such court or authority or on any hypothetical set of facts its opinion as to the persons who are, assuming such facts, whether as found or hypothetical, entitled to share in such estate and as to the shares to which they are respectively entitled.
>
> (2) The Syariah Court may, before certifying its opinion, require to hear the parties on any question of law, but shall not hear evidence or make findings on any question of fact.
>
> (3) In any case of special difficulty, the Syariah Court may refer the question to the Legal Committee of the Majlis for its opinion and shall, if such opinion be given, certify in accordance therewith.

13 This section provides that the Syariah Court may, at the request of the court or authority or on the application of any person claiming to be a beneficiary, certify the persons to share in such estate and the respective shares they are entitled to. This, however, is based on facts found by the court or authority

19 Act 27 of 1966.

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requesting for the certificate, or on a hypothetical set of facts. In practice, the majority of inheritance certificates were issued by the Syariah Court on the application of a person claiming to be a beneficiary and based on information declared by them.[20] In *Mahidon Nichiar bte Mohd Ali v Dawood Sultan Kamaldin*,[21] the Court of Appeal confirmed that "[i]t is not disputed that in issuing a Certificate of Inheritance, the Syariah Court relies on the information that it is provided with".[22]

14 The Syariah Court does not have the power to hear evidence or make findings of fact, although it may hear questions of law. Any dispute on the estate of a Muslim is within the jurisdiction of the civil court to adjudicate. This is reflected in *Re Will of Shaikh Ahmad Bin Abdullah Wahdain Basharil*,[23] where Lee Seiu Kin JC held that the inheritance certificate issued by the Syariah Court in relation to the estate of Shaikh Ahmad was based on the order of the Religious Court of Pamekasan, Madura, Indonesia. Lee JC emphasised that "[i]n any event, it is for this court to make the relevant findings of fact".[24] He then proceeded to hold that the order was not made based on the correct set of facts, and by extension, the inheritance certificate issued by the Syariah Court.

15 The inheritance certificate issued by the Syariah Court is referred to when a grant of probate or grant of letters of administration is issued. It is also relied upon by authorities which are under a duty to divide and distribute a Muslim estate. An example is the Public Trustee's Office when distributing un-nominated Central Provident Fund ("CPF") moneys of Muslim deceased. The Syariah Court accepts applications for inheritance certificates made by lawyers on behalf of their clients, provided that they produce an authorisation letter duly signed by their client who claims to be a potential beneficiary to the estate.

20 In addition to issuing inheritance certificates, the Syariah Court also provides on its website a trial calculator where *faraid* calculations may be computed based on inputs by any user. This service, however, is not the certified opinion of the Syariah Court and is not meant for any official use.
21 [2015] 5 SLR 62.
22 *Mahidon Nichiar bte Mohd Ali v Dawood Sultan Kamaldin* [2015] 5 SLR 62 at [7].
23 [2003] 1 SLR(R) 433.
24 *Re Will of Shaikh Ahmad Bin Abdullah Wahdain Basharil* [2003] 1 SLR(R) 433 at [19].

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III. Understanding higher objectives of *faraid* in Muslim law to fulfil needs of Muslim families

16 The underlying principles of *faraid* serve to protect the higher objectives of Sharia known as *maqasid shari'ah*. *Maqasid shari'ah* refers to the divine intents and moral concepts upon which the Muslim law is based. In relation to *faraid*, these objectives are elucidated in verses separate from those specifying the shares of respective beneficiaries, such as verses 4:8 and 4:9. Therefrom, the objectives are to protect the needs of one's family members and dependants, and to encourage graciousness and compassion in the distribution of the estate.

17 The latter is clearly articulated when Muslims are encouraged to share part of the estate with the needy who are present at the time of distribution of the estate. This is to be made not out of right but out of goodwill and to instil compassion among the beneficiaries.

18 The importance of preserving the rights of beneficiaries is repeated in the primary sources. The distribution of shares among *faraid* beneficiaries is in tandem with the responsibilities of maintenance set out in Muslim law. For example, sons receive a higher ratio than daughters because brothers are expected under Muslim law to help provide for their female siblings. Nonetheless, where the needs of one's dependants vary from the normative, the family can be reminded of the higher objectives as highlighted above, and consider the varied needs when making the actual distribution. This calls for awareness and planning on the part of the property owner, and discernment and understanding among the surviving family members toward one another and others, in order to fulfil the higher objectives in managing one's assets responsibly during lifetime and after death.

A. Distribution different than **faraid** *calculation among existing* **faraid** *beneficiaries*

19 One example is by applying a distribution different than *faraid* calculations, such as equal division to all beneficiaries. The Muslim law position on this matter is settled by fatwas

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issued in 1995 and 1996.[25] The 1995 fatwa states that a *faraid* beneficiary must know the share he or she is entitled to before renouncing the share or agreeing to a different distribution, such as equal distribution to all beneficiaries. The fatwa states that all beneficiaries must agree to equal distribution. This is confirmed by the 1996 fatwa. The 1996 fatwa also allows an heir to relinquish his or her share and determine to whom they wish to allocate their share.

20 The case of *Shiraz Abidally Husain v Husain Safdar Abidally*[26] is an example of *faraid* beneficiaries disputing whether such an agreement is consistent with Muslim law. This concerned an appeal against a High Court decision on the distribution of the deceased's estate. The deceased's six children had agreed to divide his moneys in several bank accounts equally, pursuant to a letter of wishes penned by the deceased. Later, they discovered the deceased's will which bequeathed one-third of his estate to his grandchildren, and the remaining two-thirds to be held on trust for five years, and thereafter to be divided according to Muslim law. They proceeded to distribute the moneys equally based on their earlier agreement. Less than three months later, one of the children, the respondent in the appeal, declared his intention to exercise his right in accordance with Muslim law, where he would be accorded double the shares of his sisters. The High Court held that an agreement to distribute the moneys equally was not an agreement to distribute two-thirds of the moneys, and therefore the moneys should be distributed in accordance with Muslim law.

21 On appeal, the Court of Appeal concluded that:[27]

> … there was an agreement among the six children on 18 May 2003 to distribute to themselves equally regardless of the quantum of the moneys remaining in the bank accounts after

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25 *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at pp 44–49. The electronic version of this book is available at <https://issuu.com/arsoffice/docs/fatwas_of_singapore_volume_2>(accessed 16 June 2025). The first fatwa in relation to the matter was decided on 5 July 1995, and the second on 16 October 1996.

26 [2007] 2 SLR(R) 719.

27 *Shiraz Abidally Husain v Husain Safdar Abidally* [2007] 2 SLR(R) 719 at [25].

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> meeting the payments of the pecuniary legacies under the Will. Such an agreement is not inconsistent with Muslim law and was binding on them.

This decision is congruent with the position set out in the 1995 and 1996 fatwas.

B. Disposition of property inter vivos

22 The question of whether a Muslim can manage their finances and allocate their assets in a way which would bring about an outcome that is inconsistent with the division of *faraid* has been asked since the Muslims Bill was tabled in 1955. In principle, a Muslim is free to dispose of his assets in any way during his lifetime, provided that it was not intended to cause detriment or bring about harm to others.

23 In *Zailani Bin Abdullah Tan v K Jayakumar Naidu*[28] ("*Zailani*"), the legal question concerned the role of a solicitor when drafting a will, and whether he or she had the duty to enquire on restrictions that the testator may be subject to. The solicitor (the defendant in this case) argued that if he were to advise the testator (who was a Muslim) of other ways to achieve his intended objective, he would have been abetting the testator to breach Syariah law. However, District Judge Tan Puay Boon relied on the Court of Appeal's ruling in *Shafeeg Bin Salim Talib v Fatimah Bte Abud Bin Talib*,[29] that a Muslim has complete freedom to dispose of his property *inter vivos*, even at the expense of his legal heirs under Muslim law.[30]

24 Hence, Muslims are allowed to make gifts *inter vivos* or what is known as *hibah.* Making a CPF nomination is accepted by the MUIS Legal (Fatwa) Committee as a contemporary form of *hibah*.[31]

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28 [2017] SGDC 127.
29 [2010] 2 SLR 1123.
30 *Zailani Bin Abdullah Tan v K Jayakumar Naidu* [2017] SGDC 127 at [49].
31 Fatwa issued by the Legal (Fatwa) Committee on 3 August 2010. This was a revision to the fatwa previously issued in 1971 wherein the Committee held that a Central Provident Fund ("CPF") nominee is a trustee who cannot receive the shares in his or her own rights, but has to divide the CPF moneys

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C. Making a will to bequest share of one's estate

(1) Encouragement for Muslims to make wills

25 Making a will is highly encouraged for Muslims. Such is the encouragement that Muslims who have assets are urged to not let three days pass by without making a will. The Prophet is recorded as saying: "It is not befitting for a Muslim who has something which is to be given as a bequest to abide for two nights without having a written will with him." Neglecting this is akin to neglecting to prepare for one's family's needs, which will ultimately lead to discord within the family.

(2) Requirements for a will by a Muslim

26 Wills drawn up by Muslims (which involve property) must satisfy the requirements provided for in the Wills Act 1838,[32] as well as requirements set out in Muslim law. The MUIS Legal (Fatwa) Committee has issued a number of fatwas in relation to wills in response to questions posed to the Committee. Broadly, there are three main areas where certain requirements have been set out; these will be discussed in turn below.

(a) Subject matter of bequest

27 The subject matter of a will must be permissible according to Muslim law, be it a property or non-property. For example, a will to exclude one's *faraid* beneficiaries from receiving a share in the estate is not permissible and may render it invalid.[33] Similarly, the property willed away must not be obtained through prohibited gains according to Muslim law.

received according to *faraid*: see *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at pp 166–171.

32 2020 Rev Ed.

33 Fatwas issued by the Legal (Fatwa) Committee on 22 January 2002 and 29 October 2002: see *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at pp 46 and 97.

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(b) Quantum of bequest

28 The assets bequeathed by a will shall not exceed one-third of the whole of the deceased's estate.[34] This condition has been upheld in a number of cases related to Muslim estates in the civil courts. In *Zailani,* DJ Tan maintained that bequeathing the whole unit (which formed the whole estate of the deceased) to the plaintiff was not possible by the will according to Muslim law. He wrote:[35]

> Since the distribution of the property of a Muslim upon his death is in accordance with Syariah law, the intention of the Testator to bequeath his entire residential unit to the Plaintiff would not have been possible if it was to be done by the will which the Defendant prepared.

29 This condition can be superseded if consent is sought from all *faraid* beneficiaries. Questions remain on when the consent should be sought and in what manner. A relevant case to these questions is *Re Estate of Siti bte Naydeen*.[36] The testatrix appointed her daughter-in-law, Zaleha – who was the defendant – as the sole executrix and bequeathed all her real and personal properties to Zaleha. At the time of the testatrix's death in 1971, she was survived by her other son, Mansor, who later passed away in 1979. In 1972, probate of the will was granted to Zaleha and she conveyed the testatrix's only property to herself pursuant to the provisions of the will, and in 1984 sold it for $770,000.[37] At the trial, the parties agreed that under Muslim law, the will is valid only to the extent that Zaleha is entitled to a one-third share of the estate and the remaining two-third share went to the estate of Mansor, unless he had consented to the whole estate being given to Zaleha. On the balance of probabilities, F A Chua J, taking into consideration the circumstances Mansor lived in, held that

34 Fatwa issued by the Legal (Fatwa) Committee on 16 September 2005: see *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at p 23.

35 *Zailani Bin Abdullah Tan v K Jayakumar Naidu* [2017] SGDC 127 at [46].

36 [1983–1984] SLR(R) 682.

37 On the Plaintiffs' application in Probate No 538 of 1972, an order for interim injunction was made on 16 March 1984 for Zaleha to pay into court the proceeds of the sale of the property.

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he did not consent to the whole estate being given to Zaleha.[38] He also held that if Mansor had consented, Zaleha would have obtained his written consent.

(c) Recipient of bequest

30 The beneficiary of the will must not be a *faraid* rightful heir.

(d) Testator has full capacity to make a will

31 This principle is applicable under Muslim law, similar to its application in the civil law context. If a will was made at the testator's deathbed, it will raise questions on the validity of the will and whether it was made with full testamentary capacity. In *VFD v VFF*,[39] the disputants alleged that the testatrix, who had been diagnosed with Stage 4 breast cancer on 14 December 2016 and who had passed away slightly more than a month later, could not have had testamentary capacity to execute the will dated 27 December 2016. Further and/or alternatively, it was alleged that she did not know or approve of the will and/or was unduly influenced by the plaintiffs who had misled, induced or tricked her into signing it.

32 On the question of whether the presumption of testamentary capacity arose, District Judge Yarni Loi held that the will was rational on its face, duly executed under ordinary circumstances where the testatrix was not known to be suffering from any mental disability, and that the evidence showed that the testatrix had the requisite testamentary capacity to make the will. The judge held that the evidence pointed to the testatrix's knowledge and approval of the will. Finally, on the question of whether the testatrix was free from undue influence or the effects of fraud at the time of making the will, the burden of proof lay with the disputants and DJ Loi was not persuaded by the evidence presented that the will in question was executed under undue influence.[40]

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38 *Re Estate of Siti bte Naydeen* [1983–1984] SLR(R) 682 at [25]–[27].
39 [2020] SGFC 10.
40 *VFD v VFF* [2020] SGFC 10 at [67]–[101].

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*(3) Obligatory will (*wasiyah wajibah*)*

33 An obligatory will is a type of will that has been made obligatory to benefit the closest relatives of the deceased. It also can be interpreted as a mandatory gift to the heirs who are not *faraid* beneficiaries, especially grandchildren who were barred from receiving a share of the estate if their parents predeceased their grandparents. It is deemed obligatory because of the bond that would have arisen from such relationships, notwithstanding that the deceased never did draft nor pen a will. Beneficiaries under obligatory wills can receive up to one-third of the deceased's estate. Muslim jurists have different opinions on the applicability of this doctrine. This doctrine is applied in a number of Muslim countries including Egypt, Malaysia[41] and Indonesia.[42]

34 In Malaysia, an obligatory will is applied in its traditional sense, which is to grandchildren whose parents predeceased the grandparents. In Indonesia, provisions of an obligatory will were extended in 2012 to include children born out of wedlock, adopted children and the adoptive parents, and stepchildren who had been nurtured by the deceased since their childhood, in addition to the previous application for non-Muslim children and wives.

35 As for the applicability of an obligatory will in Singapore, the MUIS Legal (Fatwa) Committee received a question on the applicability of an obligatory will for an illegitimate child, and the Committee was of the view that it was unsuitable in that context.[43]

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41 Different states in Malaysia have their own legislation on Muslim family law. Obligatory wills are provided for in s 27 of the Muslim Wills (Selangor) Enactment 1999, s 27 of the Muslim Wills (Negeri Sembilan) Enactment 2004, s 27 of the Muslim Wills (State of Malacca) Enactment 2005 and s 27 of the Muslim Wills (Kelantan) Enactment 2009.

42 Instruksi Presiden RI Nomor 1 Tahun 1991; Pasal 209 Kompilasi Hukum Islam.

43 Fatwa issued by the Legal (Fatwa) Committee on 16 September 2005: see *Fatwas of Singapore* vol 2 (Islamic Religious Council of Singapore, 2024) at p 103. The electronic version of this book is available at <https://issuu.com/arsoffice/docs/fatwas_of_singapore_volume_2> (accessed 16 June 2025).

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IV. Legal education on *faraid* in Singapore

36 There will remain disputes regarding the administration of Muslim estates in Singapore, whether on questions of validity of wills or other documents, eligibility of a person claiming to be a beneficiary and other issues. Practitioners who plan to or are already providing legal advice and services to Muslims in areas of inheritance and estate planning must continue to equip themselves with the relevant information and keep updated on recent developments.

37 This article also observed how the fatwas issued by the MUIS Legal (Fatwa) Committee have been revised over time (such as in regard to CPF nominations). There are also a number of emerging issues in biomedical science, for example, which may warrant a review of current positions. It will benefit practitioners to keep abreast of these discourses.

38 Legal resources on the topic of *faraid* have also grown in recent years with the publication of *Muslim Family Law in Singapore*[44] and *Fatwas of Singapore* vol 2, a compilation which focuses on fatwas issued on inheritance and estate planning. Practitioners can also attend courses such as the Muslim Law Practice Course organised by the National University of Singapore, Faculty of Law, where the topic of *faraid* has been one of the modules covered. With these resources, it is hoped that practitioners can provide more comprehensive advice to Muslim clients.

44 Ahmad Nizam Abbas, Istyana Putri Ibrahim & Maryam Hasanah Rozlan, *Muslim Family Law in Singapore* (Academy Publishing, 2022).

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