

## THE AGUNAH DILEMMA IN JEWISH FAMILY LAW: THEOLOGICAL FOUNDATIONS AND CONTEMPORARY SOLUTIONS

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### ABSTRACT

The agunah dilemma, where a woman remains bound to a marriage because her husband refuses to grant a get (Jewish divorce document), represents one of the most enduring challenges in Jewish family law. Rooted in halakhic principles that require the husband's voluntary consent, the issue raises profound theological questions about autonomy, marital sanctity, and communal responsibility. This article examines the classical foundations of the agunah problem, tracing its treatment in the Talmud, medieval halakhic codes, and responsa literature. Methodologically, the study employs a textual-comparative analysis of primary halakhic sources alongside contemporary rabbinic rulings and legal instruments, supplemented by case studies from American and Israeli rabbinical courts. It then explores modern responses, including prenuptial agreements, contractual stipulations in the ketubah, and innovative models such as Israel's "Agreement of Mutual Respect." By situating these mechanisms within broader debates on coercion (kefiyah) and voluntariness, the study highlights the tension between fidelity to halakhic norms and the ethical imperative to protect women from marital captivity. Ultimately, the article argues that theological integrity and practical solutions need not be mutually exclusive; rather, the evolving jurisprudence of Jewish family law demonstrates a dynamic capacity to address the agunah dilemma while preserving the sanctity of marriage and the authority of halakhic tradition.

**Keywords:** Agunah, Jewish Family Law, Halakhic Prenuptial Agreements, Kefiyah, Ketubah, Rabbinical Courts.

### 1.0 INTRODUCTION

The agunah dilemma, arising from halakhic requirements that a husband must voluntarily grant a get, remains a central challenge in Jewish family law, raising enduring theological, ethical, and communal concerns. Classical rabbinic texts, including the Babylonian and Jerusalem Talmuds, Maimonides' Mishnah Torah, and the Shulchan Aruch, established the foundational rules governing divorce, particularly the tension between voluntariness and coercion (kefiyah).

In recent decades, the persistence of agunot has prompted rabbinic authorities, legal scholars, and advocacy organizations to develop innovative mechanisms aimed at preventing marital captivity. Among these, halakhic prenuptial agreements (PNAs) have emerged as a central tool in North America, widely promoted by the Rabbinical Council of America (RCA). In Israel, alternative models such as the "Agreement of Mutual Respect" reflect attempts to adapt

halakhic norms to contemporary realities while addressing theological objections raised by leading authorities.

This study situates the agunah dilemma within its theological foundations and critically examines modern legal instruments designed to resolve it. Employing a textual-comparative methodology, the research integrates classical halakhic sources with contemporary rabbinic rulings and case studies from American and Israeli rabbinical courts. The scope of the article extends beyond doctrinal analysis to highlight the broader relevance of the issue: the evolving jurisprudence of Jewish family law demonstrates a dynamic capacity to respond to ethical imperatives while preserving halakhic integrity.

Scholarly engagement with the agunah dilemma spans classical halakhic commentary, modern rabbinic responsa, and contemporary legal scholarship. In classical sources, the Talmud (Yevamot 14:1; Ketubot 7:6) and medieval codifications such as Maimonides' Mishneh Torah and the Shulchan Aruch (Even HaEzer 66) established the principle that a husband must issue a get voluntarily, while recognizing limited circumstances for coercion. These texts form the theological foundation for subsequent debates.

Rabbi Yosef Shalom Elyashiv, regarded as the Gadol Ha-Dor, strongly opposed prenuptial agreements, shaping Israeli rabbinic resistance to their adoption (Levmore, 2012). In contrast, Rabbi Mordechai Willig and Rabbi Gedalia Dov Schwartz endorsed halakhic PNAs in North America, emphasizing their validity and necessity (Broyde, 2020). Rabbi Shear-Yashuv Cohen and Rabbi Elyashiv Knohl contributed to the development of Israeli models, including the "Agreement of Mutual Respect" (Knohl, 2019; Knohl & Ben Sasson, 2015).

Michael J. Broyde (2020) has analyzed the effectiveness of PNAs in preventing marital captivity, noting their widespread adoption in the United States. Rachel Levmore (2012) has advanced halakhic and legal perspectives on PNAs, particularly in the Israeli context. Shlomo Weissmann (2010) documented the Beth Din of America's findings that over 70% of RCA rabbis require PNAs, underscoring their institutional acceptance. Scholars have also drawn parallels between Jewish PNAs and marital stipulations in other legal traditions, such as Roman law and Islamic mahr agreements, highlighting the broader relevance of contractual mechanisms in safeguarding women's rights.

Together, these contributions demonstrate both the continuity of the agunah dilemma across centuries and Jewish law's capacity to adapt to contemporary ethical and social challenges. The literature underscores the importance of integrating theological fidelity with practical solutions, situating PNAs and related instruments at the center of ongoing scholarly and rabbinic discourse.

## 2.0 METHODOLOGY

This study employs a textual-comparative methodology that integrates classical halakhic sources with contemporary rabbinic rulings and legal instruments. Primary texts—including the Babylonian and Jerusalem Talmuds, Maimonides' Mishneh Torah, and the Shulchan Aruch—were analyzed to establish the theological foundations of the agunah dilemma, particularly the tension between voluntariness and coercion (kefiyah). These sources were examined in their historical context and interpreted through traditional commentaries.

To assess contemporary solutions, the research incorporates case studies from rabbinical courts in the United States and Israel, focusing on the adoption and enforcement of prenuptial agreements (PNAs). Institutional documents, such as the Rabbinical Council of America's 2006 resolution and the Beth Din of America's 2010 study, were reviewed to evaluate communal acceptance and practical efficacy. In Israel, innovative agreements such as the "Agreement of Mutual Respect" were analyzed alongside rabbinic opposition, particularly the views of Rabbi Yosef Shalom Elyashiv.

The methodology thus combines doctrinal analysis of halakhic texts with comparative legal inquiry, situating Jewish family law within broader discourses on marital contracts and gender equity. This dual approach allows for a nuanced understanding of both theological integrity and practical innovation in addressing the agunah dilemma.

### **3.0 RESULTS AND DISCUSSION**

#### **3.1 The Concept of Agunah**

The term Agunah (a Hebrew word meaning "anchored" or "chained") refers to a woman who remains bound to her marriage under halakhic (Jewish legal) law despite circumstances that render the marital relationship functionally defunct (Amram, 1896). Classical rabbinic sources employ the term to describe women whose husbands are missing, incapacitated, or otherwise unable to provide a definitive termination of the marriage through the issuance of a get (divorce document) (Schereschewsky, n.d.; Broyde, 2001). In Jewish law, the dissolution of marriage requires the husband's voluntary delivery of a get to his wife; absent this act, the marital bond persists, and any subsequent union entered by the woman is deemed invalid, with offspring from such a union classified as mamzerim (illegitimate under halakhic categories) (Silberberg, 2004).

Historically, the paradigmatic Agunah was a woman whose husband disappeared during travel, warfare, or exile, leaving her status indeterminate. Rabbinic authorities were acutely aware of the profound social and personal consequences of such uncertainty. Without proof of the husband's death or a valid divorce, the woman was legally prohibited from remarrying, effectively "chaining" her to a marriage that no longer existed in practice (Women's Law.org, 2025). This condition not only restricted her personal autonomy but also confined her within communal structures, as she could neither resume life as a single woman nor establish a new family.

#### **3.1.1 Theological Foundations of Agunah**

##### **3.1.1.1 Rabbinic Sources and Legal Mechanisms**

The plight of the Agunah occupies a significant place in halakhic discourse. The Talmud discusses the issue extensively, particularly in Yevamot 87b–88a, where the rabbis debate evidentiary standards for permitting remarriage when a husband is presumed dead. These passages emphasize the need for reliable testimony, reflecting the tension between compassion for the woman and the halakhic imperative to safeguard marital sanctity (Babylonian Talmud, Yevamot 87b–88a).

The Shulchan Aruch codifies these principles, stipulating that a woman may not remarry without either a valid get or sufficient proof of her husband's death. Rabbi Yosef Karo's rulings highlight the seriousness of the matter, while later glosses by Rabbi Moshe Isserles (Rema) acknowledge communal practices that sought leniency in cases of hardship. These rulings illustrate the halakhic system's attempt to balance strict legal requirements with pastoral sensitivity (Even HaEzer 17:1-2).

In the modern era, response literature has become central to addressing the Agunah problem. Rabbi Moshe Feinstein, in *Igrot Moshe* (Even HaEzer I:42; IV:106), dealt with complex cases of get refusal and missing husbands, emphasizing both fidelity to halakhic precedent and the moral imperative to alleviate suffering. His response demonstrates the delicate balance between halakhic rigor and pragmatic solutions, often exploring whether communal pressure or civil legal mechanisms could be employed without invalidating the get. Other authorities, such as Rabbi Ovadia Yosef (Yabia Omer, Even HaEzer 6:14), similarly sought creative halakhic pathways to release women from marital captivity, underscoring the enduring relevance of the issue in diverse Jewish communities.

### 3.1.1.2 Ethical and Sociological Dimensions

The persistence of the Agunah problem highlights broader questions of gender, justice, and authority within Jewish law. The inability of women to unilaterally dissolve marriages underscores the patriarchal structure embedded in halakhic divorce proceedings. Scholars and activists have argued that this imbalance perpetuates systemic inequities, restricting women's autonomy and subjecting them to potential exploitation (Women's Law.org, 2025).

Communal responses have included the promotion of halakhic prenuptial agreements designed to deter get refusal, as well as social and institutional pressure on recalcitrant husbands. Despite these measures, the issue remains unresolved, symbolizing the ongoing struggle to reconcile fidelity to halakhic tradition with the ethical imperative to protect women from marital captivity. The category of Agunah epitomizes the complex intersection of law, ethics, and gender in Jewish tradition. Defined as a woman "anchored" to her marriage due to her husband's absence or refusal to grant a divorce, the concept illustrates both the rigor of halakhic marital law and its profound impact on women's lives. While rabbinic authorities have historically sought compassionate solutions, the modern response demonstrates the continuing effort to balance halakhic fidelity with justice. Thus, the Agunah remains not merely a legal designation, but a potent symbol of the challenges faced by religious communities in reconciling continuity with equity (Cohn-Sherbok, 1998).

### 3.2 Contemporary Solutions to the Agunah Dilemma

When a woman becomes an agunah due to her husband's refusal to issue a get, resolving her status presents increased complexity. However, numerous solutions have been advanced throughout history, each of which entails halakhic challenges of varying severity (Knol, 2011).

In the modern period, Jewish legal scholar Shoshana Knol has proposed several formulaic approaches to addressing the agunah dilemma. Among these are conditional marriage (*kiddushin al tenai*), annulment of marriage (*hafqa'at kiddushin*), conditional divorce (*get al tenai*), coercion (*kefiyah*), and the use of prenuptial agreements (PNAs). Each of these

mechanisms seeks to provide halakhically viable pathways for resolving cases in which women remain bound to marriages against their will (Knol, 2011). Similarly, other prominent scholars of Jewish law, including Avishalom Westreich, Michael J. Broyde, and Bernard S. Jackson, have advanced comparable solutions, reflecting the ongoing scholarly and jurisprudential effort to mitigate the enduring challenges posed by the agunah problem (Westreich, 2012; Broyde, 2001; Jackson, 2004).

### 3.2.1 Conditional Marriage: Kiddushin al Tenai

Shoshana Knol provides the following concise summary of the Jewish marriage ceremony in her discussion of conditional marriage (kiddushin al tenai): A Jewish marriage ceremony is traditionally composed of two distinct stages: kiddushin and nissu'in. The kiddushin (betrothal) occurs when the groom declares, "You are betrothed to me," while presenting the bride with a valuable object, most commonly a gold ring. This act establishes a legally binding yet incomplete marital bond, from which the woman can be released only by the issuance of a get (religious divorce document). Despite the legal bond created by kiddushin, the couple remains prohibited from sexual relations until the nissu'in (marriage consummation). Only from the moment of nissu'in are conjugal relations permitted. In antiquity, a period of approximately twelve months often separated kiddushin from nissu'in, during which the bride remained in her father's household until being ceremonially brought to the groom's home. In contemporary practice, however, nissu'in follows immediately after kiddushin and is marked by the couple's seclusion in a private room, a ritual known as yihud, symbolizing the transition to full marital life (Knol, 2011).

According to the Talmud, a husband may attach specific conditions to the act of kiddushin (betrothal), provided that such stipulations do not conflict with halakhic principles (Knol, 2011). For instance, a man may declare, "You are betrothed to me on the condition that you will make no claims upon me for food or clothing." In such a case, the betrothal remains valid despite the imposed condition (Babylonian Talmud, Kiddushin 60a). The Mishnah likewise records several examples of conditional marriages, illustrating the longstanding recognition of this legal construct within rabbinic tradition and its potential relevance to contemporary discussions of marital law.

#### 3.2.1.1 Examples from Rabbinic Literature

Rabbinic literature provides detailed illustrations of conditional betrothal (kiddushin al tenai). For example, if a man declares to a woman, "You are betrothed to me on the condition that I give you two hundred dinars," the betrothal is valid. He is obligated to provide the specified sum (Mishnah Kiddushin 3:1). If he stipulates, "You are betrothed to me on the condition that I give you two hundred dinars within thirty days," the betrothal takes effect only if the money is delivered within that period; failure to do so nullifies the betrothal (Babylonian Talmud, Kiddushin 6a).

Similarly, if he states, "You are betrothed to me on the condition that I possess two hundred dinars," the betrothal is valid only if he indeed owns that amount. If he declares, "You are betrothed to me on the condition that I show you two hundred dinars," and he presents the money, the betrothal is binding. However, if the man is a money-changer and merely displays funds belonging to others that are deposited on his table, the betrothal is invalid, since his

statement implies that he would show his own money rather than that of another (Mishnah Kiddushin 3:2).

These examples demonstrate that a husband may lawfully attach conditions to the act of kiddushin (betrothal). Consequently, within the framework of halakha, the imposition of stipulations by the man during the betrothal ceremony is recognized as a legitimate and traditional practice. The Mishnah explicitly records such conditional formulations (Mishnah Kiddushin 3:1–2), and the Babylonian Talmud elaborates on their validity and limitations (Babylonian Talmud Kiddushin 6a). Later codifications, such as the Shulchan Aruch (Even HaEzer 38), affirm the permissibility of conditional betrothal, provided that the stipulations do not contradict halakhic norms. This legal construct underscores the flexibility of rabbinic marital law, allowing conditions to shape the enforceability of the betrothal contract while maintaining fidelity to halakhic principles.

### 3.2.1.2 Nissu'in: An Unconditional Covenant of Marriage

The second stage of Jewish marriage, nissu'in, cannot be subjected to conditional stipulations, for the Talmud explicitly rules that marriage itself admits no conditions (Babylonian Talmud Kiddushin 61a). Considering this principle, Shoshana Knol synthesizes the views of numerous rabbinic authorities, noting their consensus that while conditionality may be applied to kiddushin, the consummation of marriage through nissu'in is regarded as an unconditional covenant (Knol, 2011). Because nissu'in entails the unconditional acceptance of one another as spouses, no stipulations may be attached to it. The Talmud explicitly rules that marriage itself admits no conditions, reasoning that no individual would wish to transform conjugal relations into illicit intercourse. Accordingly, the rabbis determined that whenever a man imposes a condition upon kiddushin and subsequently engages in sexual relations with his wife, the intimacy itself nullifies the condition, as the act is presumed to be undertaken without reservation (Babylonian Talmud Kiddushin 61a).

An exceptional case is noted by Rabbi Yisrael, who permitted a man with an apostate brother to attach to nissu'in the condition that, should he die childless, his wife would not fall subject to yibbum (levirate marriage; cf. Mishnah Yevamot 6:6). Some authorities have interpreted this ruling as a precedent for conditional marriage (kiddushin al tenai). Nevertheless, halakhic discourse emphasizes that one of the principal difficulties in attaching conditions to nissu'in lies in the fact that marital relations themselves dissolve any stipulations, thereby rendering them ineffective. Later codifications, such as the Shulchan Aruch, reaffirm this principle, underscoring the unconditional nature of nissu'in within Jewish marital law (Even HaEzer 38:35).

### 3.2.2 Annulment of Marriage: Hafqa'at Kiddushin

According to Jewish law, there are two principal avenues by which a marriage may be annulled (hafqa'at kiddushin). The first derives from defects enumerated in Yevamot, which may render the union void. A case recorded in Neresh illustrates this principle: A minor girl was betrothed and later reached maturity. Her husband seated her beneath the bridal canopy, yet before consummation, another man forcibly abducted her and married her. Rav's disciples, Rav Bruna and Rav Hananel, were present and did not require her to obtain a divorce document (get) from the second man. Their reasoning appears to have been that she remained fully bound to her first

husband. Since that marriage had not yet been consummated, the second union was never legally effected. This episode underscores the halakhic position that certain circumstances may terminate or invalidate a marriage without recourse to a get, thereby shaping the broader discourse on annulment within rabbinic tradition (Babylonian Talmud Yevamot 107a; Mishnah Yevamot 6:6).

Rav Ashi emphasizes that this ruling constitutes a rabbinic decision. He explains that since the man acted in an improper manner—comparable to the forced abduction of the woman—the rabbis were thereby empowered to respond in kind by annulling the marriage. In this view, the authority of the sages to dissolve the union derives from the principle that rabbinic jurisdiction extends to rectifying situations arising from misconduct, thereby ensuring halakhic integrity (Babylonian Talmud Yevamot 110a).

According to the Talmud, the first example of annulment (*hafqa‘at kiddushin*) concerns the marriage of a minor girl compelled into union against her will. In such cases, the rabbis annul the marriage to protect her autonomy (Babylonian Talmud Yevamot 107a). Rav Ashi concurs, emphasizing that rabbinic authority extends to dissolving marriages formed through coercion. A second example involves a man who threatens a woman with physical violence to force her into marriage; here, too, the sages annul the union to remedy the injustice (Babylonian Talmud Kiddushin 61a).

A third case addresses a husband who sends a get (divorce document) through a *shaliah* (agent) but secretly cancels it before delivery without informing his wife. Rabban Shimon ben Gamliel ruled that the rabbis annul the marriage in such circumstances, declaring that “anyone who marries does so subject to the conditions of the rabbis” (Mishnah Yevamot 6:6). A fourth example concerns a man who issues a get to his wife before embarking on a journey, anticipating the possibility of not returning. The sages determined that he cannot later retract this document, and the *bet din* (rabbinical court) holds the authority to terminate the marriage. The case of a man who delivers a get to his wife while on his deathbed but subsequently recovers is cited as a further illustration of this principle (Babylonian Talmud, Gittin 73a). Later codifications, such as the *Shulchan Aruch*, reaffirm the rabbinic authority to annul marriages in cases of coercion, deception, or procedural irregularity, thereby safeguarding the ethical and legal foundations of Jewish marital law (Even HaEzer 155).

### 3.2.3 Conditional Divorce: Get al Tenai

In Jewish law, conditional divorce is called ‘*get al tenai*’. The Talmud records an early precedent from the period of King David, when soldiers were instructed to issue conditional divorce documents to their wives prior to departing for battle. The rationale was to prevent a situation in which a soldier’s widow would be unable to remarry, given the absence of witnesses to his death. As the text explains, “all who join in battle under the leadership of the Davidic dynasty write a conditional divorce for their wives” (Babylonian Talmud, Gittin 74a).

The document granted the woman the legal status of a *divorcée*, thereby allowing her to remarry if her husband failed to return. The formula included the phrase, “bring greetings to your brothers and accept *arubatam*,” which Rav Yosef interpreted as referring to the matters shared between husband and wife, namely the marital bond itself (Babylonian Talmud, Ketubot 9b). Later halakhic codifications, such as the *Shulchan Aruch*, reaffirm the validity of conditional

divorce, provided that the stipulations are clearly articulated and enforceable under halakhic law (Even HaEzer 143). This example illustrates how rabbinic law employed conditional divorce to safeguard women from the halakhic complications of uncertain widowhood, while simultaneously affirming the authority of stipulations within marital dissolution.

Knol argues that the practice of issuing conditional divorce documents (*get al tenai*) during the reign of King David had become a customary measure among soldiers (Knol, 2011). Ben-Zion Schereschewsky explains that such a *get* was conditional: it became valid only if the husband failed to return from battle by a specified date. Should the husband not return within the time stipulated in the document, the wife was considered divorced from that day forward and was free to remarry without undergoing *yibbum* (levirate marriage) or *ḥalitza* (the ritual release from levirate obligation) (Schereschewsky, n.d.).

Rabbinic authorities later extended the use of conditional divorce to other circumstances, such as when a husband was compelled to travel abroad for business, particularly in cases of marital discord. In such situations, a woman could petition the *bet din* (rabbinical court) to require her husband to issue a conditional *get* before leaving the country, thereby safeguarding her marital status and future autonomy (Mishnah, Gittin 7:8; Babylonian Talmud, Gittin 76b).

The Talmud enumerates additional forms of conditional divorce (*get al tenai*), noting that just as a man may impose stipulations upon *kiddushin*, he may also attach conditions to a *get* (Babylonian Talmud, Eruvin 15b). The rabbis, however, ruled that such conditions must be feasible and limited in scope. A stipulation is valid only if it applies for a defined period; if it is unreasonable or indefinite, it is rendered invalid. Thus, if a husband declares to his wife, "This is your bill of divorce on the condition that you never drink wine or never enter your father's house," the divorce document is not valid (Knol, 2011). By contrast, if he imposes the condition for thirty days or another finite period, the *get* is considered valid. At the conclusion of that period, the marital bond is fully dissolved. This distinction underscores the rabbinic principle that conditional divorce must rest upon practicable and time-bound stipulations in order to achieve halakhic efficacy (Babylonian Talmud, Eruvin 15b; Babylonian Talmud, Kiddushin 5a).

### 3.2.4 Coercion: *Kefiyah*

In Jewish law, the authority of the *bet din* (rabbinical court) to compel a husband to deliver a divorce document (*get*) to his wife is termed *kefiyah*. Ordinarily, a *get* must be issued voluntarily, as coercion renders the document invalid. Nevertheless, rabbinic jurisprudence recognizes certain forms of compulsion that do not invalidate the *get*. These permissible modes of *kefiyah* reflect the balance between safeguarding the integrity of marital dissolution and ensuring that women are not trapped in untenable marital circumstances (Knol, 2011).

The Talmud describes *kefiyah* (coercion) in the following terms: "If a man is ordered by the court to divorce his wife or to emancipate his slave, yet refuses to comply, the court may compel him until he declares, 'I wish to divorce my wife' or 'I wish to free my slave'" (Babylonian Talmud Gittin 88b). Knol underscores this principle, noting that *kefiyah* is employed only after the *bet din* (rabbinical court) has ruled against the husband and determined that he must issue a *get* (divorce document) to his wife. Jewish law thus recognizes circumstances in which a husband may be compelled to grant a divorce until he formally states,

“this is my own will,” thereby ensuring the halakhic validity of the get while simultaneously safeguarding the wife’s rights. Maimonides codifies this principle in the Mishnah Torah (Hilkhot Gerushin 2:20), and later authorities such as the Shulchan Aruch reaffirm the legitimacy of certain forms of coercion that do not invalidate the divorce (Even HaEzer 134).

In certain circumstances, a woman may petition the bet din (rabbinical court) to compel her husband’s participation in divorce proceedings. Such cases include situations where the husband suffers from a physical condition deemed repulsive by rabbinic authorities; where he fails to provide his wife with her marital rights; where the wife asserts that her husband is sexually unattractive to her; or where the husband physically assaults his wife without legal justification. These grounds reflect the broader halakhic framework in which coercion (kefiyah) may be invoked to protect women from intolerable marital conditions and to ensure the equitable application of Jewish divorce law (Hammer, 2022).

### 3.2.5 Prenuptial Agreements (PNA’s)

In contemporary efforts to prevent agunah situations, one of the most frequently employed instruments is the prenuptial agreement (PNA). Most of these agreements are directed toward the husband, obligating him to terminate the religious marriage should the union inevitably collapse, and to provide financial compensation to his wife if he refuses to issue a get (divorce document). By establishing enforceable conditions prior to marriage, prenuptial agreements serve as a modern halakhic mechanism designed to mitigate the risk of women being left in marital limbo, thereby reinforcing both the ethical and legal safeguards of Jewish family law (Knol, 2011).

The Jerusalem Talmud records two examples of prenuptial stipulations incorporated into the ketubah to safeguard women’s rights within marriage. The first, attributed to Rabbi Yose, states that if the ketubah includes the clause, “should the husband come to hate his wife, or should the wife come to hate her husband, the woman shall receive both a divorce and financial compensation,” such a monetary condition is deemed valid and enforceable (Jerusalem Talmud, Ketubot 5:8). The second example, cited by Rabbi Mana, recounts how he instructed the woman’s relatives to bring her ketubah and read it aloud. Upon examination, they found the following clause: “If this woman marries this man but later does not wish the partnership to continue—that is, if she seeks divorce—she shall receive a get and half of her ketubah.” These cases illustrate the rabbinic recognition of contractual mechanisms within the ketubah that empower women to initiate divorce under specified conditions, thereby reinforcing their legal and economic protections in Jewish marital law (Jerusalem Talmud, Ketubot 7:6). Later halakhic codifications, such as the Shulchan Aruch (Even HaEzer 66), reaffirm the binding nature of monetary stipulations in the ketubah, underscoring their role in protecting women’s rights.

In 2006, the Rabbinical Council of America (RCA) adopted a resolution declaring that no member rabbi should officiate at a wedding unless a halakhic prenuptial agreement (PNA) had been executed. This policy was intended to address the persistent agunah problem in the United States. Rabbi Shlomo Weissmann reports that a 2010 study conducted by the Beth Din of America revealed that more than 70 percent of RCA-affiliated rabbis required couples to sign such agreements (Knol, 2011; Oppenheimer, 2012). Professor Michael J. Broyde has emphasized the effectiveness of this instrument, noting that the halakhic prenuptial agreement

functions exceptionally well. Indeed, many rabbis refuse to permit marriages in their synagogues unless the couple has signed a PNA, which has contributed to its widespread adoption in the United States (Broyde, 2020).

Knol (2019) highlights the distinctive trajectory of prenuptial agreements (PNAs) in Israel, noting that the situation diverges markedly from the American context. Rabbi Yosef Shalom Elyashiv, revered as the Gadol Ha-Dor (“the greatest authority of the generation”), strongly opposed the use of PNAs, which explains their limited adoption in Israel (Levmore, 2012). Nevertheless, Rabbi Shear-Yashuv Cohen developed a series of such agreements, and one of the most recent innovations is the “Agreement of Mutual Respect,” authored by Rachel Levmore together with Rabbi Elyashiv Knohl and Rabbi David ben Sasson (Knohl & Ben Sasson, 2015). This agreement is unique in that it addresses the couple as a unit rather than focusing solely on the husband. It stipulates that both spouses’ consent, if necessary, to terminate their religious marriage and further obligates each party to provide financial compensation if one refuses to cooperate. In this way, the Israeli model reflects an effort to balance halakhic fidelity with modern concerns for equity and mutual responsibility within marriage.

#### 4.0 CONCLUSION

The agunah dilemma remains one of the most enduring and complex challenges in Jewish family law, situated at the intersection of halakhic fidelity, theological integrity, and ethical responsibility. Rooted in the requirement that a husband must voluntarily grant a get, the issue has historically constrained rabbinic authorities in their ability to protect women from marital captivity. However, as this study has demonstrated, Jewish law possesses a dynamic jurisprudential capacity to respond to evolving social realities.

Contemporary innovations, most notably halakhic prenuptial agreements in North America and contractual models such as Israel’s “Agreement of Mutual Respect,” illustrate how rabbinic leadership and legal scholarship have sought to balance tradition with modern imperatives of gender equity and communal justice. These mechanisms, while not universally accepted, represent significant advancements in mitigating the suffering of agunot and in reinforcing the sanctity of marriage through mutual responsibility. By employing a textual-comparative methodology that integrates classical sources with modern case studies, this research underscores the importance of viewing the agunah dilemma not as a static problem but as a dynamic field of halakhic and ethical negotiation.

Looking ahead, future research should explore comparative perspectives across religious legal systems, sociological studies on the lived experiences of women affected by marital captivity, and the potential role of digital technologies and civil legal frameworks in strengthening the enforcement of prenuptial agreements. Such interdisciplinary inquiry will deepen understanding of how Jewish family law can continue to evolve, ensuring that halakhic integrity is preserved while safeguarding the dignity and autonomy of women.

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