The implementation of Islamic law in contemporary Malaysia: prospects and problems

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Abstract
While the Federal Constitution of Malaysia readily proclaims Islam to be Malaysia's official religion, opinions have fiercely diverged among legal scholars and practitioners as to how substantive should the relevant clause on this be interpreted. Such vagueness is typical of the document, whose drafting took place amidst intense negotiations among Malaysia's multi-racial communities, resulting in an informal bargain or 'social contract' which until today has become a subject of bitter dispute amidst rising polarisation along 'Muslim versus non-Muslim' lines. Locating origins of contemporaneous legal conflict to divergent understandings of constitutional clauses, this article proceeds to discuss contemporary controversies which she light on Malaysia's struggle to identify itself as a nation-state which integrates the best of both modern and Islamic civilisations. It is argued that this delicate balance has been recently threatened by the increasing penetration of a form of orthodox Islamist legalism which antagonises non-Muslim minorities and unduly homogenises its Malay-Muslim population.

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