The Validity of the Utah Zoom Wedding in Lebanon, or the Question of Locus Celebrationis in the Digital Age

Many thanks to Karim Hammami for the tip-off

I. Introduction

Once in the 20th century, the so-called “Nevada Divorces” captured the attention of private international law scholars around the world, particularly regarding their recognition abroad. Today, a similar phenomenon is emerging with the so-called “Utah Zoom Wedding.” So, what exactly is this phenomenon?

This term refers to a legal and innovative practice, which gained prominence during the COVID-19 pandemic, whereby couples — *even if physically located outside the United States* — can legally marry under Utah law through a fully online ceremony, typically conducted via Zoom.

This type of marriage has become increasingly popular in countries like Israel and Lebanon (see *infra*), where only religious marriages governed by recognized

personal status laws are permitted. In such systems, interfaith marriages are often not allowed or are significantly restricted, depending on the religious communities involved. Traditionally, couples seeking a civil marriage had to travel abroad in order to conclude one that could later be recognized upon their return. The Utah Zoom Wedding offers a more accessible and convenient alternative, allowing couples to contract a civil marriage remotely without leaving their home country.

The inevitable question then becomes the validity of such a marriage abroad, particularly in the couple's home country. It is in this respect that the decision of the Beirut Civil Court dated 22 May 2025, commented below, provides a valuable case study from a comparative law perspective. It sheds light on the legal reasoning adopted by Lebanese courts when dealing with marriages concluded online under foreign law, and illustrates the broader challenges of transnational recognition of non-traditional marriage forms in plural legal systems.

II. The Case: *X v. The State of Lebanon*

1. Facts

The case concerns the registration in Lebanon of a marriage concluded online via Zoom in the State of Utah, United States. The concerned parties, X (the plaintiff) and A (his wife) appear to be Lebanese nationals domiciled in Lebanon (while parts of the factual background in the decision refer to X alone as being domiciled in Lebanon, the court's reasoning suggests that both X and A were domiciled there. Accordingly, the analysis that follows adopts the court's understanding). In March 2022, while both parties were physically present in Lebanon, they entered into a marriage remotely via videoconference, officiated by a legally authorized officiant under the laws of the State of Utah. The ceremony was conducted in the presence of two witnesses (X's brother and sister).

Following the marriage, X submitted an authenticated copy of a Utah-issued marriage certificate, along with other required documents, to the Lebanese Consulate General in Los Angeles. The Consulate registered the certificate and transmitted it through official channels to Lebanon for registration in the civil registry. However, the Lebanese authorities ultimately refused to register the marriage. The refusal was based on several grounds, including, *inter alia*, the fact

that the spouses were physically present in Lebanon at the time of the ceremony, thus requiring the application of Lebanese law.

After unsuccessful attempts to have the decision reconsidered, X filed a claim before the Beirut Civil Court against the State of Lebanon, challenging the authorities' refusal to register his marriage.

2. Parties' Arguments

Before the Court, the main issue concerned the validity of the marriage. According to X, Article 25 of Legislative Decree No. 60 of 13 March 1936 provides that a civil marriage contracted abroad is valid in form if it is conducted in accordance with the legal procedures of the country in which it was concluded. X argued that the validity of a marriage concluded abroad in conformity with the formal requirements of the law of the place of celebration should be upheld, even if the spouses were residing in and physically present in Lebanon at the time of the marriage.

On the Lebanese State's side, it was argued, *inter alia*, that although, under the Lebanese law, the recognition of validity of marriages concluded abroad is permitted, such recognition remains subject to the essential formal and substantive requirements of marriage under Lebanese law. It was also contended that the principles of private international law cannot be invoked to bypass the formal requirements imposed by Lebanese law on marriage contracts, particularly when the purpose is to have the marriage registered in the Lebanese civil registry. Accordingly, since the parties were physically present in Lebanon at the time the marriage was concluded, Lebanon should be considered the place of celebration, and the marriage must therefore be governed exclusively by Lebanese law.

3. The Ruling (relevant parts only)

After giving a constitutional dimension to the issue and recalling the applicable legal texts, notably Legislative Decree No. 60 of 13 March 1936, the court ruled as follows:

"The Legislative Decree No. 60 mentioned above [……] recognizes the validity of marriages contracted abroad in any form, as Article 25 thereof provides that "a marriage contracted abroad is deemed valid in terms of form if it complies with the formal legal requirements in force in the country where it was concluded." This made it possible for Lebanese citizens to contract civil marriages abroad and to have all their legal effects recognized, provided that the marriage was celebrated in accordance with the legal formalities of the country where it was contracted and therefore subjected to civil law [……].

Based on the foregoing, it is necessary to examine the conditions set out in Article 25 and what it intended by "a marriage contracted abroad," particularly in light of the Lebanese State's claim that the Lebanese national must travel abroad and be physically present outside Lebanon and that the marriage must be celebrated in a foreign country [……].

In order to answer this question, several preliminary considerations must be addressed, which form the basis for determining the appropriate legal response in this context. These include:

- *The principle of party autonomy in contracts and the freedom to choose the applicable law is a cornerstone of international contracts. This principle stems from the right of individuals to govern their legal relationships under a law they freely and expressly choose. This equally applies to the possibility for the couple to choose the most appropriate law governing their marital relationship, when they choose to marry civilly under the laws of a country that recognizes civil marriage.*
- *Lebanese case law has consistently recognized the validity of civil marriages contracted abroad, subjecting such marriages, both as to form and substance, to the civil law of the country of celebration, regardless of the spouses' other connections to that country [……]. This implies an implicit recognition that Lebanese law leaves room for the spouses' autonomy in choosing the form of their marriage and the law governing their marriage.*
- *Legal provisions are general and abstract, and cannot be interpreted in a way that creates discrimination or inequality among citizens [……]. Therefore, adopting a literal interpretation of the term "abroad" to require the physical presence of the spouses outside Lebanese territory at the time of the marriage, as advocated by the State of Lebanon,*

would result in unequal treatment among Lebanese citizens. This is because, under such an interpretation, civil marriage would only be practically available to those with the financial means to travel abroad. Such a result would fail to provide a genuine solution to the issue of denying certain citizens the right to civil marriage.

- *Subjecting a civil marriage contract to a law chosen by the parties does not contravene Lebanese public policy in personal status matters. This is because, once the marriage is celebrated in accordance with the formalities admitted in the chosen country, it does not affect the laws and rights of Lebanon's religious communities or alter them. On the contrary, it constitutes recognition of a constitutionally protected right [right to marriage] that deserves safeguarding, and that the recognition of this right serves public policy. Furthermore, the multiplicity of personal status regimes in Lebanon due to the existence of various religious communities practically broadens the scope for accepting foreign laws chosen by the parties. However, Lebanese courts retain the power to review the chosen law to ensure that it does not contain provisions that violate Lebanese public policy, and this without considering the principle of party autonomy, in and of itself, to be contrary to public policy.[…]*

Based on the foregoing [……], the key issue is whether the marriage contract between X and A, which was entered into in accordance with the law of the State of Utah via online videoconference while both were actually and physically present in Lebanon, can be executed in Lebanon.

[……]

Utah law [……] expressly allows the celebration of marriage between two persons not physically present in the state. [……]

[U.S. law] clearly provides that the marriage is deemed to have taken place in Utah, even if both parties are physically located abroad, as long as the officiant is in Utah and the permission to conclude the marriage was issued there. Accordingly, under [Utah State's] law, de jure, the locus celebrationis of marriage is Utah. This means that the marriage's formal validity shall be governed by Utah law, not Lebanese law, in accordance with the principle locus regit actum. [……]

Therefore, based on all of the above, X and A concluded a civil marriage abroad pursuant to Article 25 of the Legislative Decree No. 60. The fact that they were physically located in Lebanon at the time of celebration does not alter the fact that the locus celebrationis of the marriage was de jure the State of Utah, based on the spouses' clear, explicit and informed choice of the law of marriage in the State of Utah. Accordingly, the marriage contract at issue in this dispute satisfies the formal requirements of the jurisdiction in which it was concluded (Utah), and must therefore be deemed valid under Article 25 of the Legislative Decree No. 60. [.....]

Consequently, the administration's refusal to register the marriage contract at issue is legally unfounded, as the contract satisfies both the formal and substantive requirements of the law of the state in which it was concluded.

III. Comments

1. Implication of the Marriage Legal Framework on the Law applicable to marriage in Lebanon

In Lebanon, the only form of marriage currently available for couples is a religious marriage conducted before one of the officially recognized religious communities. However, couples who wish to avoid a religious marriage are allowed to travel abroad—typically to countries like Cyprus or Turkey—to have a civil marriage, and later have it recognized in Lebanon. This is a consequence of the judicial and administrative interpretation of the law applicable to marriage in Lebanon, according to which, a marriage concluded abroad is recognized in Lebanon if it had been concluded in any of the forms recognized by the foreign legal system (Art. 25 of the Legislative Decree No. 60 of 13 March 1936. See Marie-Claude Najm Kobeh, "Lebanon" in J Basedow et al. (eds.), *Encyclopedia of Private International Law – Vol. III* (Edward Elgar, 2017) 2271). The marriage thus concluded will be governed by the foreign civil law of the country of celebration, *irrespective of any connection between the spouses and the foreign country in question, such as domicile or residence*. In this sense, Lebanese citizens enjoy a real freedom to opt for a civil marriage recognized under foreign

law. The only exception, however, is when both parties are Muslims, in which the relevant rules of Islamic law apply (Najm, *op. cit.*, 2271-72).

2. "Remote Marriage" in Lebanon

According to one commentator (Nizar Saghia, "Hukm qada'i yuqirr bi-sihhat al-zawaj al-madani "'an bu'd" [A Judicial Ruling Recognizes the Validity of a "Remote" Civil Marriage]), the "remote marriage" issue began in 2021 when a couple took advantage of a provision in Utah law allowing online marriages—an option made attractive by COVID-19 travel restrictions, financial hardship, and passport renewal delays. Their success in registering the marriage in Lebanon inspired others, with around 70 such marriages recorded in 2022. In response, the Directorate General of Personal Status began refusing to register these marriages, citing public policy concerns. Faced with this, many couples opted for a second marriage, either abroad (e.g., Cyprus or Turkey) or through a religious ceremony before a recognized sect in Lebanon. Some couples, however, – like in the present case – decided to challenge the refusal of the Lebanese authorities in court, seeking recognition of their marriage.

3. Significance of the Decision

The significance of this decision lies in the court's readiness to broaden the already wide freedom couples have to choose the law governing their marriage. Already under the established legal practice in Lebanon, it was admitted that Lebanese private international law adopts a broad subjectivist view of party autonomy in civil marriage, allowing spouses to choose a foreign law without any requirement of connection to it (Pierre Gannagé, "La pénétration de l'autonomie de la volonté dans le droit international privé de la famille" *Rev. crit.* 1992, 439). The decision commented on here pushes that principle further: the court goes beyond the literal reading of Article 25 and applies it to remote marriages conducted under foreign law before foreign officials, even when the spouses remain physically in Lebanon.

This extension is striking. First, it should be noted that, under Lebanese private international law, it is generally admitted that "[t]he *locus regis actum* rule

governing the formal conditions of marriage is ……extended to cover the consequences of marriage", including filiation, parental authority, maintenance, custody and even divorce and separation (Najm, *op. cit.*, 2272). Now, it suffices for a simple click online, and the payment of minimal fees to have the marital relationship of the spouses governed by the law of foreign State, despite the absence of any connection, whatsoever, with the foreign legal system in question (except for internet connection).

Second, and more interesting, such an excessively broad view of party autonomy does not seem to be always accepted, particularly, in the field of contracts (Gannagé, *op. cit.*). For instance, it is not clear whether a genuine choice of law in purely domestic civil or commercial contracts would be permitted at all (see, however, Marie-Claude Najm Kobeh, "Lebanon", in D. Girsberger et al. (eds.), *Choice of Law in International Commercial Contracts* (OUP 2021) 579, referring to the possibility of incorporation by way of reference).

The classical justification of such a "liberalism" is often explained by the Lebanese state's failure to introduce even an optional civil marriage law. As a result, Lebanese citizens are effectively granted a genuine right to choose a foreign civil status of their choice (Gannagé, *op. cit.*, 438), and, now this choice can be exercised without ever leaving the comfort of their own homes.

Finally, it worth indicating that the court's decision has been widely welcomed by proponents of civil marriage in Lebanon, as well as by human rights and individual freedom advocates (see e.g., the position of EuroMed Rights, describing the decision as opening up "an unprecedented space for individuals not affiliated with any religion"). However, it remains to be seen how this decision will affect the general principles of private international law, both in Lebanon and beyond, particularly when the validity of such Zoom Weddings, concluded without any connection to the place of celebration, is challenged abroad.