IN THE COURT OF KHALID HUSSAIN JATOI

JUDGE FAMILY COURT (WEST), ISLAMABAD

Family Suit No.……288/2023

Date of institution..……18-07-2023

Date of decision…….……26-09-2025

1. ***Afshan Munawar Sherwani D/o Munawar Ali khan Sherwani***
2. ***Mahnoor Shafique D/o M. Shafique.***
3. ***Amna Shafique D/o M. Shafique.***
4. ***Zainab Shafique D/o M. Shafique.***

All R/o House No. 126, Street 26A, Sector E-11/4, Near Abdullah Heights, Golra Islamabad.

……..Plaintiffs

VS

Muhammad Shafique s/o Muhammad Taqi *R/o House No. 461-E, Street No.21, Khayaban-e-Sir Syed, Sector 2, Rawalpindi.*

….Defendant

SUIT FOR RECOVERY OF MAINTENANCE AND DOWERY ARTICLES ALONG WITH GOLD ORNAMENTS.

Present. ***Ch. M. Mohsin Maqsood, Ms. Sidra Ishaq, Mr. M. Khayam Khan & Awais Haider Awan Advocates*** *learned counsel for the plaintiffs.*

Mr. Muhammad Shoaib Sheikh Advocate, *learned counsel for the defendant.*

JUDGMENT DATED 26-09-2025

1. *This judgment shall decide the above titled suit filed by the Plaintiff seeking for the relief* ***"It is humbly prayed that decree may be passed in favor of the plaintiff and against the defendant: (1) A Decree for recovery of consolidated amount of Rs.10,80,000/-(Rupees ten lac eighty thousand only) as past maintenance allowance/stipend for the last 6 years till the decree of***

khula. (Per year maintenance 15,000 x 12= 180,000) (Past 6 years maintenance 180,000 × 6= 10,80000/- (ii) Recovery of monthly maintenance allowance of Rs.40,00o/to plaintiff till the completion of Iddat Period as per settlement agreement dated 27.02.2022. (iii) Monthly Maintenance for Daughters as per their monthly expenditures is as under:

Sr. No.	*Name of Daughter & Age*	*Educational expenses/ month*	*Travel expenses/month*	*Food and Shelter/month*	*Other expenses /clothing*	*Total Amount in Rupees/month*
1.	***Mahnoor Shafique Age 17 ½ years***	*20,00/-*	*10,000/-*	*10,000/-*	*5000/-*	*45,000/-*
2	***Aman Shafique age 15 ½ years***	*15,000/-*	*8000/-*	*7000/-*	*5000/-*	*35,000/-*
3.	***Zainab Shafique age 8/ ½ year***	*6000/-*	*4000/-*	*7000/-*	*3000/-*	*20,000-/*

Total Amount of Maintenance Claimed by plaintiff from defendant is Rs. 1,40,000/- per month. (Rs.100,000 as maintenance of daughters.) (Rs.40,000 as maintenance of plaintiff). (iv) Decree for recovery of 8 tola gold ornaments & dowry articles as per list attached or in alternative sum of market value of dowry articles and gold ornaments. Any other relief this honorable court deem fit and proper may also be granted to plaintiff."

2. *Grounds agitated in the plaint for seeking such relief are that "The plaintiff got married with defendant on 03-12-2004 in accordance with the Islamic rites & rituals, the dower amount was fixed as Rs. 50,000/- which is still pending at the part of defendant, whereas out of the said wedlock three daughters were born namely: (1) Mahnoor Shafique D.O.B 05.10.2005. (2) Amna Shafique D.O.B 24.07.2007. (3) Zainab Shafique D.O.B 21.11.2014. That the plaintiff continued to live with defendant after the solemnization of marriage as a submissive, faithful, loving and caring wife always fulfilled her matrimonial*

obligations to her husband regarding the fact that the defendant was a stubborn husband, the plaintiff performed all her matrimonial obligations with full sincerity and faithfulness. The relations between the parties were cordial initially but thereafter the defendant changed his attitude and behavior and started to show his true color and started to give mental and physical torture to the plaintiff in presence of his family members and minor daughters without any rhyme and reason. Moreover, defendant started abusing, torturing and beating the plaintiff on petty household matters, but the plaintiff tried her level best to change the behavior and attitude of the defendant through her love and care but all in vain. That attitude of defendant towards the plaintiff was very harsh and objectionable. Although the defendant is financially well off but always remained reluctant to maintain the plaintiff from the very first day of her marriage. It is pertinent to mention here that on 11.11.2022, defendant again started abusing the plaintiff and turned her out from his house in three clothes, plaintiff being victim having no other option returned and took shelter at her parent's house. That it is not absurd to mention here that after dispossessing the plaintiff from his house and after few days filed bogus, fabricated Da application before P.S Kohsar, alleging plaintiff's father that he a took plaintiff along with children with him without his permission. That in order to settle the dispute between two spouses, dispute resolution committee of police station kohsar played their role and on 27.02.2023 after mutual consent of both parties, dispute got settled on certain term & conditions and was reduced into writing as affidavit dated 27.02.2023. That it is important to mention here that, the defendant being stubborn person, did not honor the settlement agreement whereas breached the same on the following day and never took or provided the plaintiff any food, shelter, clothing etc resultantly plaintiff along with children having left with no other option stayed with her father till date being burden on the shoulder of his old aged father.

That due to above-mentioned facts and circumstances, a great hatred has been developed in the mind of plaintiff regarding the defendant and it has become impossible for the plaintiff to reside with the defendant as his wife within prescribed limit of almighty Allah. Hence, the plaintiff was left with no other option but to seek Khula and finally on 09.03.2023 plaintiff filed suit for dissolution of marriage on the basis of khula before the honorable court of "Ch. TARIQ ALI, Senior Civil Judge Rawalpindi" and finally on 23.05.2023 got decree on the basis of khula. That subsequently, due to non-providing of maintenance, the plaintiff started teaching in a school with the name and style of FIL "Learner's Education System School Margalla Campus Islamabad" for earning bread and butter for herself and her daughters. That at the time of marriage ceremony the plaintiff was given dowry articles which consist of 3 tola golden ornaments in different shapes, valuable clothes, furniture etc. bought by parents of plaintiff no.1 and which were given to plaintiff by her old parents from their hard-earned life savings at the time of wedding, it is pertinent to mention here that defendant gifted plaintiff 5 tola gold ornaments in different shapes at time of marriage but later snatched all of 8 tola gold ornaments from plaintiff and did not returned the same till today, that plaintiff asked defendant repeatedly to hand over all of the dowry articles as per list attached amounting Rs: 1,11,000/- (As per rate of year 2004 and excluding gold ornaments price) but the defendant refused to accede the genuine request of plaintiff. That in this era of high price spiral, high rate of inflation pressurized economy, the poor plaintiff is dependent and became burden on her parents. She is passing a difficult life and sufferings with agony which knew no bounds. That during last 18 years, since the date of her separation the husband/defendant, the hard-hearted defendant was not paying a single penny to poor plaintiff as maintenance whereas he is an affluent, well to do and capable to support plaintiff financially. His personal economy is very set as his monthly

gross salary is Rs.1,40,000/- approximately, excluding monthly rental income. Whereupon plaintiff approached and demanded monthly maintenance many times from defendant, that on request & demand of plaintiff initially defendant shrink to fulfil his legal & moral obligation to provide maintenance to plaintiff and his daughters but recently on request of her elder daughter (plaintiff #2) defendant has given Rs.25,000/- in month of June &8 Rs.25,000/- in month of July to plaintiff only for children, again depriving plaintiff as used to deprived her from last 18 years ,that amount given by the defendant for children is not enough amount in era of high price spiral even to meet the basic necessities of life other the educational expenditures and other expenses in routine life. That plaintiff time and again asked defendant to pay the reasonable maintenance allowance for the plaintiff and his daughters but he failed to accede to the legal and genuine demand of the plaintiff, it is pertinent to mention here that the defendant is working as "Asstt. Private Secretary" in Policy and Planning Wing, Ministry of Housing & Works Islamabad and having gross salary Rs. 140,000/- rupees per month approximately and is also earning reasonable amount from his part time business of property (sale/purchase), Moreover, the defendant being owner of House No.38, Street No.115. Sector G-13/1, Islamabad is receiving the rental amount of more than 100,000/- rupees per month approximately, it is pertinent to mention here that defendant is also owner of plot no. 627, Registration no. AGG-2442, Block-C, Size 25 × 50, situated in Airport Green Garden Pvt. Ltd, furthermore defendant is having possession of Government allocated quarter No.44-D street No.38 Sector F-6/1 Islamabad, but is not residing in the same premises whereas plaintiffs can be accommodated in said quarter as they are in need of shelter. Also defendant is owner of 50% of house situated in Khayaban e Sirsyed, Rawalpindi is receiving monthly rent of Rs: 25,000/- approximately. Other and than that defendant is also insurance policy holder. That

beside having good income defendant intentionally, malafidely is not paying reasonable maintenance to plaintiff as well as to children which defendant can provide easily. Henceforth, plaintiff puts forward her undermentioned claim of maintenance allowance as (i) A consolidated amount of Rs.10,80,000/-(Rupees ten lac eighty thousand only) as past maintenance allowance/stipend for last 6 years till today. (Per year maintenance 15,000 x 12= 180,000) (Past 6 years maintenance 180,000 x 6= 10,80,000/-) (ii) A monthly maintenance allowance of Rs.40,000/- (Rupees ten thousand) to plaintiff till the completion of period of Iddat. (iii) Monthly Maintenance for Daughters as per their monthly expenditures are as under:

Sr. No.	*Name of Daughter & Age*	*Educational expenses/ month*	*Travel expenses/month*	*Food and Shelter/month*	*Other expenses /clothing*	*Total Amount in Rupees/month*
1.	***Mahnoor Shafique Age 17 ½ years***	*20,00/-*	*10,000/-*	*10,000/-*	*5000/-*	*45,000/-*
2	***Aman Shafique age 15 ½ years***	*15,000/-*	*8000/-*	*7000/-*	*5000/-*	*35,000/-*
3.	***Zainab Shafique age 8/ ½ year***	*6000/-*	*4000/-*	*7000/-*	*3000/-*	*20,000-/*

Total Amount of Maintenance Claimed by plaintiff from defendant is Rs. 1,40,000/-per month with 10% annual increment. (Rs.100,000/- as maintenance of daughters.) (Rs.40,000/- as maintenance of plaintiff). That defendant is legally bound to provide maintenance cover to the plaintiff till last day of Iddat and to his daughters regularly and punctually." ***Hence this suit.***

3. *After the institution of suit, the defendant was summoned, in response of summon* ***Mr. Muhammad Shoaib Sheikh advocate*** *learned counsel appeared on behalf of the defendant and thereby filed fresh power of attorney/****"WAKALATNAMA"*** *as well as* ***"WRITTEN STATEMENT"****, During the preliminary objection, he*

averred therein that "the suit has been filed with malafide intention and ulterior motives. The plaintiff No.1 is a disobedient greedy lady who blackmailed the answering defendant on different intervals. It became the habit of plaintiff No.1 in past to leave the house of answering defendant and claimed money from the answering defendant. The answering defendant compromised with the plaintiff No.1 future of their children. On 25-08-2016, the plaintiff No.1 sent a legal notice to the defendant which was replied by the defendant on 08-09-2016, where-after reconciliation was affected between the parties and plaintiff No.1 rejoined the defendant. Again, on 11-11-2022 the plaintiff No. 1 left the house of the answering defendant in his absence along with her father leaving behind the minor daughters at the house of defendant, whereas the minor daughters/plaintiffs No.2 to 4 were getting education in Islamabad Model College for Girls G-10/2, Islamabad. The answering defendant is a government servant, performed his duties and also looked after the affairs of the minors whereas the mother of the defendant was old lady aged about 80 years who was also looked after by the answering defendant. In this situation, the answering defendants managed all affairs of the house and also go for the government job. At last the answering defendant accepted all the illegal conditions of plaintiff No.1 and paid heavy amount to her and also gave a separate quarter to the plaintiff No.1 which was allotted to the answering defendant in Sector F-6 and the plaintiff No.1 executed an agreement dated 24-02-2023 with the defendant and the answering defendant was not allowed to reside with the plaintiffs. The above said quarter was duly equipped with all necessities of life. That on 09-03-2023, the plaintiff No.1 filed a suit for0 dissolution of marriage on the basis of Khulla before the Family Court Rawalpindi while residing in the above said quarter which was allotted to the answering defendant and was handed over to the plaintiff No.1 by mentioning wrong address of Rawalpindi. The said suit was decreed on 23-05-2023. It is pertinent to

mention here that during this period, the plaintiff No.1 also received amounts from the defendant for household expenses. It is also worth to mention here that the answering defendant tried his best to ABAD the plaintiff No.1 and she agreed to withdraw the said suit and also received the amounts from the defendant on this pretext but did not withdraw the suit. That when the suit for dissolution of marriage was decreed on 23-05-2023, the plaintiff No.1 took all the household articles of the answering defendant from the above said quarter in his absence and went away along with minor daughters. On 18-07-2023, the plaintiff No.1 has filed the instant false, frivolous, baseless suit at Islamabad. That the defendants No.2 to 4 were removed from the best education institution of Islamabad and got them admitted in a local private school at Rawalpindi. The plaintiffs are also residing at Rawalpindi but she filed the instant suit at Islamabad by mentioning a fake address. That plaintiff No.1 is estopped by her words and conduct to file the present suit. The defendant being government Servant will retire son. No other source of income." The defendant also agitated and denied claims by submitting Parawise objections. Lastly, the Defendant party prayed that ***"It is, therefore, respectfully prayed that the suit of the plaintiffs may kindly be dismissed with costs."***

4. *That pre-trail reconciliation proceeding declared failed and interim maintenance allowance @ Rs. 10,000/- was fixed for each of minors/plaintiff No.2 & 4 vide order dated: 30-01-2024. Thereafter, following Issues were framed as under:*

ISSUES:

1.	***Whether the plaintiff is entitled for recovery of consolidated amount Rs. 10,80,000/- (as past maintenance), from the defendant as prayed for?OPP***
2.	***Whether the plaintiff is entitled for recovery of maintenance allowance @ Rs. 40,000/- per month till completion of her Iddat Period, from the***

	defendant as prayed for ?OPP
3.	***Whether the plaintiffs No.2 to 4 are entitled for recovery of maintenance allowance @ Rs. 45,000/, Rs. 35,000/- & Rs. 20,000/- respectively, per month, from the defendant as prayed for?OPP***
4.	***Whether the plaintiff is entitled for recovery of gold ornaments & dowry articles, from the defendant as prayed for?OPP***
5.	***Whether the suit of the plaintiff is not maintainable in the eyes of law?OPD***
6.	***Whether the plaintiff have not come to the court with clean hands?OPD***
7.	***What the relief should be?***

5. *After settlement of Issues, the contesting parties adduced their oral as well as documentary evidence before the Court in order to discharge their onus to prove the above stated Issues.*

6. *In support of Plaintiff's version, plaintiff namely* ***Afshan Munawar Sherwani D/o Munawar Ali khan Sherwani*** *herself appeared before court* ***as PW-1*** *and submitted her affidavit in evidence* ***as at Exh-PW-1.*** *She also got her statement recorded, at the back of affidavit, in support of her claim. Moreover, Mahnoor Shafique also appeared before the court as* ***PW-2*** *and got her statement recorded at the backside of affidavit at* ***Exh-PW-6*** *and supported the version of the plaintiff. Plaintiff party closed oral as well as documentary evidence after presenting following documents as documentary and the plaintiff witnesses also cross examined by the defendant party and matter was adjourned for defendant evidence.*

Exh-PW-2	*Nikkahnama.*
Exh-PW-3	*Birth Certificate.*
Exh-PW-4	*Compromise deed dated: 24-09-2023.*

Exh-PW-5	*List of dowry articles.*

7. *On the other side,* ***Muhammad Shafique s/o Muhammad Taqi*** *appeared before the court as* ***DW-1*** *and got his statement recorded at the back side of affidavit as* ***Exh-D1*** *and denied the claims of the plaintiffs. In documentary evidence, defendant party produced following documents and thereafter, defendant witness was cross examined by the plaintiff and matter was fixed for final arguments.*

Exh-D1	*Attested copy of suit for dissolution of marriage.*
Exh-D2	*List of dowry articles & Rent agreement.*
Exh-D3	*Mark Sheets & Character certificate of Mahnoor & Attested copy of written statement.*
Exh-D4	*Mark Sheet of Amna Shafique.*

8. *Having completed legal and procedural formalities, attended arguments of learned counsels for the parties and thereby perused the record & papers of file, my findings in the case are as under:*

FINDINGS OF THE COURT:

DETERMINATION OF ISSUES No.1 & 2

1.	***Whether the plaintiff is entitled for recovery of consolidated amount Rs. 10,80,000/- (as past maintenance), from the defendant as prayed for?OPP***
2.	***Whether the plaintiff is entitled for recovery of maintenance allowance @ Rs. 40,000/- per month till completion of her Iddat Period, from the defendant as prayed for ?OPP***

9. *The plaintiff lady prayed for recovery of past monthly maintenance allowance @ Rs. 15,000/- accumulating to Rs.*

10,80,000/-, due for last six years, from the defendant in the memo of plaint. In support of her such stance, the plaintiff lady stated during her affidavit in evidence at ***Exh-PW-1*** *as under:*

یہ بات قابل غور ہے کہ مورخہ 11-11-2022 کو مدعا علیہ نے من محلفہ کو بغیر کسی وجہ کہ مار شروع کر دیا اور دو پوشیدہ کپڑوں میں اپنے گھر سے نکال دیا۔ من محلفہ اس ظلم کی وجہ سے اور جس کے پاس اور کوئی راستہ نہ تھا اپنے ماں باپ کے گھر چلی گئی
یہ کہ مندرجہ بالا واقعات کی روشنی میں من محلفہ کے دل میں مدعا علیہ کے لیے شدید نفرت پیدا ہو گئی اور بلا آخر من محلفہ نے مورخہ 09-03-2023 کو مدعا علیہ کے خلاف خلع کا دعویٰ دائر کیا جو کہ مورخہ 03-05-2023 کو بعدالت جناب چودہری طارق علی فیملی جج راولپنڈی نے ڈگری کر دیا۔

10. *The defendant denied the above claims of the plaintiff lady by filing the written statement on 19-12-2023 and thereafter, stated in his affidavit in evidence as under:*

آخری بار بغیر کسی وجہ کے 11-11-2022 من محلف کی غیر موجودگی میں مدعیہ گھر سے چلی گئی۔
یہ کہ مدعیہ من محلف کے آلا شدہ فلیٹ میں ایف سکس میں رہتے ہوئے مورخہ 09-03-2023 کو راولپنڈی کی عدالت میں خلع کا دعویٰ دائر کر دیا۔ من محلف کو مدعیہ کہہ رہی تھی کہ وہ راضی نامہ کریگی۔ مگر عدالت سے 23-05-2023 میں خلع کی ڈگری لی۔ جب کے وہ اسلام آباد رہائش پذیر تھی۔

11. *It is admitted by the plaintiff in the memo of plaint and her evidence at* ***Exh-PW-1****, that she filed suit for dissolution of marriage on the basis of Khulla. Certainly, she did not file the suit seeking for dissolution of marriage on the ground of non-maintenance against the defendant.*

12. *There is admitted fact regarding desertion of the plaintiff lady on 11-11-2022 for which she stated in the plaint and her evidence that it was forceful. While, the defendant denied the forceful desertion of the plaintiff lady and thereby, took the stance that she along with her father left his house leaving behind his daughters at his house. The defendant also forwarded the application at P.S Kohsar, Islamabad complaining therein that his father-in-law his taken his wife along with him. The filing of such application by the defendant against the father of the plaintiff lady is also admitted by the plaintiff lady during her pleading and as well as evidence.*

13. *That no medical proof was submitted by the plaintiff lady which may prove that she was beaten by the defendant.*

14. *Keeping in view the pleadings, evidence of the parties and as well as the above discussion, I am of view that the plaintiff lady failed to prove her stance regarding recovery of past monthly maintenance allowance @ Rs. 15,000/- accumulating 10,80,000/- due for last Six years, from the defendant. However, the desertion of the plaintiff lady from 11-11-2022 is admitted by both of parties.*

- ***Thus, the plaintiff is entitled for recovery of past monthly maintenance allowance @ Rs. 15,000/- (Fifteen Thousand Rupees) w.e.f.11-11-2022 till 23-05-2023.***
- ***That the plaintiff lady is also entitled for recovery of monthly maintenance allowance @ Rs. 40,000/- (Forty Thousand Rupees) for Iddat Period.***

15. *The Issue No.1 is hereby determined as "**PARTLY AFFIRMATIVE**" in view of above discussion, while the Issue No.2 is hereby determined as "**AFFIRMATIVE**".*

DETERMINATION OF ISSUE NO.3

3.	***Whether the plaintiffs No.2 to 4 are entitled for recovery of maintenance allowance @ Rs. 45,000/, Rs. 35,000/- & Rs. 20,000/- respectively, per month, from the defendant as prayed for?OPP***

16. *The plaintiff lady prayed for monthly maintenance allowance @ Rs. 45,000/- for the plaintiff No.2 namely Mahnoor Shafique, Rs. 35,000/- for the plaintiff No.3 namely Amna Shafique & Rs. 20,000/- for the plaintiff No.4 namely Zainab Shafique. The plaintiff lady stated in her affidavit in evidence at Exh-PW-1 as under:*

جس کی تنخواہ مبلغ ایک لاکھ چالیس ہزار روپے ماہوار ہے اس کے علاوہ مدعا علیہ کی مختلف پراپرٹیز میں سے کرایہ کی مد میں آمدن بھی آتی ہے۔ مزید یہ کے مدعا علیہ مکاں نمبر 38 گلی نمبر 115 سیکٹر جی 13/1، اسلام آباد کا مالک ہے اور مبلغ ایک لاکھ روپے سے زائد کرایا وصول کر رہا ہے۔

17. *The defendant denied the above claim of the plaintiff lady in the written statement dated: 19-12-2023 and during his evidence at Exh-D1. He stated during his evidence as under:*

اور بیٹیوں کو جی ٹیں سکول میں IMCG سکول میں داخل کروایا اور انکی کفالت میں کوئی کسر نہ چھوڑی ہے۔

18. *The defendant deposed during her cross examination as under:*

یہ درست ہے کہ دعویٰ ہذا کے ساتھ جو پے سلپ لگی ہوئی ہے اس کے مطابق گراس سیلری 139916 درست ہے۔

یہ بات درست نہ ہے کہ میں پراپرٹی ڈیلنگ کا کام کرتا ہوں

19. *The plaintiff lady produced the agreement of compromise at* ***Exh-P4****, in which one of the following condition was also reduced into writing.*

اگر فریق دوئم گھر چھوڑ یگی تو اپنے تینوں بچوں کو بھی ہمراہ لے جانے کی پابند ہو گی۔

20. *From the above reproduced condition of the agreement of compromise at* ***Exh-P4*** *reflected that the plaintiffs No.2 to 4 were residing with the defendant/father before execution of said agreement at* ***Exh-P4****. Thus, the time period for recovery of monthly maintenance allowance in favour of the plaintiffs No.2 to 4 will be calculated from the date 27-02-2023.*

21. *Having perused the record and papers of the file and as well as keeping in view the financial status of the defendant and the necessities of the plaintiff No.2 to 4, the plaintiffs No.2 to 4 namely Mahnoor Shafique, Amna Shafique and Zainab Shafique are hereby entitled for recovery of monthly maintenance allowance @ Rs. 12,000/- Each (Twelve Thousand Rupees each) with annual increase of 10% w.e.f. 27-02-2023 till their legal entitlement, from the defendant. Certainly, the amount paid by the defendant/father in compliance of order dated: 30-01-2024 will be adjusted/deducted therefrom. The Issue No.3 is hereby determined as* ***"PARTLY AFFIRMATIVE"****.*

DETERMINATION OF ISSUE NO.4

4.	***Whether the plaintiff is entitled for recovery of***

	gold ornaments & dowry articles, from the defendant as prayed for?OPP

22. *That the plaintiff lady took the stance that the defendant snatched gold ornament weighing 8 tolas from her and did not return the same. Certainly, the plaintiff neither disclosed the date of the gold ornaments, allegedly snatched by the defendant from her, nor she disclosed the place where these gold ornaments were snatched nor she produced any receipt or otherwise in support of her stance.*

23. *The plaintiff lady got another witness namely Mahnoor Shafique examined at* ***Exh-P6****, who stated in her affidavit in evidence as under:*

میری والدہ کا سونا بھی میرے والد نے اپنے پاس رکھا ہوا ہے جو کہ میری والدہ کئی دفعہ مطالبہ کر چکی ہے مگر میرے والد واپس نہ کر رہے ہیں۔

24. *It appeared from the above reproduced gist of evidence of the plaintiff witness that she did not utter single word regarding snatching of gold ornaments from her mother by her father.*

25. *That the evidence of the plaintiff lady at* ***Exh-PW-1*** *and the evidence of the plaintiff witness namely Mahnoor Shafique at* ***Exh-PW-6*** *is not corroborated with each other with regard to the stance regarding recovery of gold ornaments. Thus, plaintiff lady has failed to prove the above Issue No.4 regarding recovery of gold ornaments, thereby she is not entitled for recovery of gold ornaments.*

26. *As far as the above Issue No.4 is concerned for recovery of dowry articles, the plaintiff produced the reliable and confidence inspiring evidence, hence, she is entitled for the recovery of 50% alternate amount of dowry articles as mentioned in the list of the dowry articles at* ***Exh-P5****. The calculation of percentage is based on*

the fact that about 20 years are to be elapse since the marriage between the plaintiff No.1 and the defendant was solemnized and the dowry articles mentioned in the list at Exh-P5 usually depreciate its life cycle.

27. *The Issue No.4 is hereby determined as "**PARTLY AFFIRMATIVE**" only to the extent of recovery of dowry articles, from the defendant.*

DETERMINATION OF ISSUES NO.5 & 6

5.	***Whether the suit of the plaintiff is not maintainable in the eyes of law?OPD***
6.	***Whether the plaintiff have not come to the court with clean hands?OPD***

28 *The Issues No.5 & 6 are hereby determined as **"NEGATIVE"** in view of above discussion while determining the Issues No.1 to 4 accordingly. Above facts and discussion are not reproduced in order to avoid the repetition for which I am fortified by the case law **2023 YLR 854** titled **IFTIKHAR ALI and others Versus RIAZ-UL-HAQ alias RIAZ AHMED and others.***

RELIEF:-

29. *In the light of above-mentioned findings, instant suit of the plaintiffs is hereby decided as under:*

- ***Decree for recovery of recovery of past monthly maintenance allowance @ Rs. 15,000/- (Fifteen Thousand Rupees) w.e.f.11-11-2022 till 23-05-2023, in favour of the plaintiff lady namely Afshan Munawar against the defendant namely Muhammad Shafique.***
- ***Decree for recovery of monthly maintenance allowance @ Rs. 40,000/- (Forty Thousand Rupees) for Iddat Period, in favour of the plaintiff lady***

namely Afshan Munawar against the defendant namely Muhammad Shafique.

- ***Decree for recovery of monthly maintenance allowance @ Rs. 12,000/- Each (Twelve Thousand Rupees each), with annual increase of 10% w.e.f. 27-02-2023 till their legal entitlement, in favour of the plaintiffs No.2 to 4 namely Mahnoor Shafique, Amna Shafique and Zainab Shafique against the defendant/father. Certainly, the amount paid by the defendant/father in compliance of order dated: 30-01-2024 will be adjusted/deducted therefrom.***
- ***Decree for recovery of 50% amount of alternate value, mentioned in the list of dowry articles at Exh-P5, in favour of the plaintiff lady namely Afshan Munawar against the defendant namely Muhammad Shafique.***

30. *Parties are left to bear their own cost. Decree sheet be prepared. File be consigned to record room after its due completion.*

(Khalid Hussain Jatoi)
Judge Family Court
West-Islamabad

Announced
26-09-2025

Certified that instant judgment consists of 17 pages, each of which has been dictated, read, corrected and signed by me.

(Khalid Hussain Jatoi)
Judge Family Court
West-Islamabad

DECREEE SHEET

IN THE COURT OF KHALID HUSSAIN JATOI

JUDGE FAMILY COURT (WEST), ISLAMABAD

Family Suit No.……288/2023

Date of institution.……18-07-2023

Date of decision…….……26-09-2025

1. ***Afshan Munawar Sherwani D/o Munawar Ali khan Sherwani***
2. ***Mahnoor Shafique D/o M. Shafique.***
3. ***Amna Shafique D/o M. Shafique.***
4. ***Zainab Shafique D/o M. Shafique.***

   All R/o House No. 126, Street 26A, Sector E-11/4, Near Abdullah Heights, Golra Islamabad.

……..Plaintiffs

VS

Muhammad Shafique s/o Muhammad Taqi *R/o House No. 461-E, Street No.21, Khayaban-e-Sir Syed, Sector 2, Rawalpindi.*

….Defendant

SUIT FOR RECOVERY OF MAINTENANCE AND DOWERY ARTICLES ALONG WITH GOLD ORNAMENTS.

This suit coming on this day 26th September, 2025 for final disposal before me in presence of learned counsels for the parties. It is ordered that instant suit of the plaintiffs is hereby decided as under:

- ***Decree for recovery of recovery of past monthly maintenance allowance @ Rs. 15,000/- (Fifteen Thousand Rupees) w.e.f.11-11-2022 till 23-05-2023, in favour of the plaintiff lady namely Afshan Munawar against the defendant namely Muhammad Shafique.***
- ***Decree for recovery of monthly maintenance allowance @ Rs. 40,000/- (Forty Thousand Rupees)***

for Iddat Period, in favour of the plaintiff lady namely Afshan Munawar against the defendant namely Muhammad Shafique.

- ***Decree for recovery of monthly maintenance allowance @ Rs. 12,000/- Each (Twelve Thousand Rupees each), with annual increase of 10% w.e.f. 27-02-2023 till their legal entitlement, in favour of the plaintiffs No.2 to 4 namely Mahnoor Shafique, Amna Shafique and Zainab Shafique against the defendant/father. Certainly, the amount paid by the defendant/father in compliance of order dated: 30-01-2024 will be adjusted/deducted therefrom.***
- ***Decree for recovery of 50% amount of alternate value, mentioned in the list of dowry articles at Exh-P5, in favour of the plaintiff lady namely Afshan Munawar against the defendant namely Muhammad Shafique.***

No order as to cost.

PLAINTIFF	*COST OF FILE*	*DEFENDANTS*
	Stamp for the plaint.	
	Stamp for power.	
	Stamp for exhibits.	
	Pleaders Fee.	
	Subsistence for witnesses.	
	TOTAL	

. ***GIVEN*** *under my hand and seal of the court this 26th day of September, 2025*

(Khalid Hussain Jatoi)
Judge Family Court-West
Islamabad

26-09-2025

Present. ***Ch. M. Mohsin Maqsood, Ms. Sidra Ishaq, Mr. M. Khayam Khan & Awais Haider Awan Advocates*** *learned counsel for the plaintiffs.*

Mr. Muhammad Shoaib Sheikh Advocate, *learned counsel for the defendant.*

Arguments heard and record perused.

Vide my separate order even dated in English, above captioned suit of the plaintiffs is hereby decided as under:

- ***Decree for recovery of recovery of past monthly maintenance allowance @ Rs. 15,000/- (Fifteen Thousand Rupees) w.e.f.11-11-2022 till 23-05-2023, in favour of the plaintiff lady namely Afshan Munawar against the defendant namely Muhammad Shafique.***
- ***Decree for recovery of monthly maintenance allowance @ Rs. 40,000/- (Forty Thousand Rupees) for Iddat Period, in favour of the plaintiff lady namely Afshan Munawar against the defendant namely Muhammad Shafique.***

- ***Decree for recovery of monthly maintenance allowance @ Rs. 12,000/- Each (Twelve Thousand Rupees each), with annual increase of 10% w.e.f. 27-02-2023 till their legal entitlement, in favour of the plaintiffs No.2 to 4 namely Mahnoor Shafique, Amna Shafique and Zainab Shafique against the defendant/father. Certainly, the amount paid by the defendant/father in compliance of order dated: 30-01-2024 will be adjusted/deducted therefrom.***
- ***Decree for recovery of 50% amount of alternate value, mentioned in the list of dowry articles at Exh-P5, in favour of the plaintiff lady namely Afshan Munawar against the defendant namely Muhammad Shafique.***

2. Parties are left to bear their own cost. Let, Decree Sheet be prepared accordingly. File be consigned to record room after its due completion and compilation.

Announced
26-09-2025

(Khalid Hussain Jatoi)
Judge Family Court
West-Islamabad