IN THE COURT OF SUMAN KUMARI, CIVIL/FAMILY JUDGE, EAST- ISLAMABAD

Family Suit No. UN19333/24
Date of institution. 28.03.2024
Date of decision. 17.09.2025

Ghosia Abbasi D/o Qurban Hussain (Late) R/o Khasra No.845, Mangu Town Near Marble Factory, Bharakhu Islamabad.

...Plaintiff

Versus

Adnan Shabbir Abbasi S/o Shabbir Ahmed Abbasi Permanent Resident of Mohallah Hila, Kasayri P.O Sehar Bagla, Tehsil Murree, District Rawalpindi, Currently Residing at DK-834, Dhok Paracha, Satellite Town, Rawalpindi, Office Address: B/211, Office No.7 First Floor, Rasham Plaza, Chandni Chowk, Satellite Town, Rawalpindi Cell No. 0333-5559922, 0335-5859591, 0321-5559922.

...Defendant

SUIT FOR RECOVERY OF GOLD ORNAMENTS WEIGHING 22 TOLAS AS DOWER AND FLAT SITUATED IN SILVER OAKS, F-10 ISLAMABAD OR 10 MARLA HOUSE IN F-10 ALONG WITH RECOVERY OF PAST/PRESENT MAINTENANCE FOR PLAINTIFF.

Present: **Ch. M. Mohsin Maqsood Advocate** counsel for plaintiff.
Raja Faisal Younas Abbasi Advocate counsel for defendant.

JUDGEMENT

1. Brief facts, leading to the institution of instant suit are that the plaintiff is a well-educated lady and financially independent who is currently providing her services as Assistant Vice President in Habib Metropolitan Bank Ltd Islamabad and is fetching salary of approx Rs.300,000-/ per month. Moreover is also getting monthly rental income of approx. Rs.100,000/- from her property situated in sector G-13. That the defendant a property dealer who is engaged in doing business of real estate/ with the name and style of Land's Home Enterprises having its office at B/211, Office No.7 First Floor, Rasham Plaza, Chandni Chowk, Satellite Town Rawalpindi used to come, the business place of plaintiff being her client as well as to give presentation on different plots in order to purchase the same and finally plaintiff purchased one plot through defendant being agent situated in Moza Phulgaran Islamabad in total sale consideration of Rs: 15,00,000 and got it registered in her name through concerned authorities. The defendant was

also known to plaintiff as his father and family used to work in the fields of plaintiff's father situated at Murree being *Mazaray*. That after passing of couple of days defendant made his confession before plaintiff while visiting her office that defendant being a single unmarried male person has fallen in love with plaintiff and wants to marry her and if the plaintiff will not accept his offer defendant will kill himself. That plaintiff being a dignified lady refused the proposal of defendant and restrained defendant to contact her in future but defendant being a stubborn person started to manipulate the plaintiff from one pretext to another and did not stop. That due to continuous insisting of the defendant by showing his love towards plaintiff, plaintiff accepted the offer of defendant and finally got nikkahfied with defendant on 09.08.2018 in accordance with the Islamic rites & rituals, the dower was fixed as 22 Tola Gold Ornaments and a flat in Silver Oaks F-10 Markaz or 10 Marla House in F-10 which remained unpaid till today. That this Nikkah ceremony was not conducted in the presence of families (brother of plaintiff namely Usman Abbasi was present) whereas it was promised by the defendant that he will reveal all to his parents as well as to the parents of plaintiff in short span of time and started to meet plaintiff being his wife and consumed marriage. That the plaintiff after getting nikkahfied and according to will and wish of defendant, being obedient wife full filled his each and every demand whereas defendant used to take her at House no.89 Main Sumbal Road, F-10/1 to full fill conjugal rights. That the plaintiff continued to meet demands of defendant after the solemnization of Nikkah as a submissive, faithful, loving and caring wife, always fulfilled her matrimonial obligations to her husband with full sincerity and faithfulness. That the relations between the parties were cordial initially but thereafter when plaintiff started to ask defendant to give her proper status as well as to disclose this relationship before family members, the defendant changed his attitude and behavior and started to show his true colors and started to give mental and physical torture to the plaintiff without any rhyme and reason. Moreover, defendant started abusing, torturing and beating the plaintiff on petty 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 beside all these inhuman acts, plaintiff being obedient wife remained silent all the time for sake of her marriage, moreover, defendant used to borrow as loan millions of rupees from plaintiff being returnable for which evidences are available but did not return the same (for which the plaintiff reserved her right to file separate

recovery of suit) even did not pay any maintenance till today to defendant being his legal wife. That with the passing of each other day the attitude of defendant towards the plaintiff got harsh and objectionable and finally on 07.11.2021, defendant on the instigation of his father when defendant's father got to know about this marriage the defendant pronounced single divorce to plaintiff and on the same day defendant approached towards plaintiff and denied his saying that it was all pronounced due to his father else defendant is in love with plaintiff and wants to live with her and finally fulfill his sexual desires with plaintiff being his legal wife on the very same day. That in the Holy Month of Ramadan April 2022 the plaintiff and her mother took defendant to perform Umrah for which all the expenses were borne by plaintiff out of love in order to strengthen the matrimonial bond. That when plaintiff retuned back from *Umrah* and after passing of couple of days it was revealed to plaintiff that defendant a criminal minded person has deceived plaintiff who is already a married man with having 3 kids, whereupon defendant wilfully, and with malafide intentions, without taking permission from arbitration council contracted second marriage with plaintiff and wrote status as single in Nikkah Nama, hence, betrayed plaintiff as well as breached the laws of the land for which plaintiff reserved her right to initiate criminal proceedings in competent court of jurisdiction. That in all these approx. five years five months plaintiff conceived twice but every time defendant gave plaintiff medicines for abortion through mental and physical torture that if plaintiff will not abort this, defendant will kill himself and for this purpose defendant used to take help from his friend's wife Dr. Sana which helped defendant with medicines. That due to aforementioned circumstances, plaintiff whereas defendant being criminal minded person was not giving plaintiff Proper legal status in community and otherwise disclosed her first marriage with three kids, the plaintiff demanded her dower in shape of 22 Tola Gold Ornaments as well as Flat in silver Oaks Apartments In F-10 Markaz which was pending and also demanded her maintenance at the rate of Rs:500,000/- per month for last five years till her legal entitlement whereupon defendant again started to physically abuse plaintiff and started to pressurize plaintiff to give her written statement in favor of defendant, surrendering her dower. That during last 5 years, since the date of Nikkah, the hard-hearted defendant was not paying a single penny to 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 on average is more than Rs.15,00,000/- approximately. whereupon plaintiff approached and demanded dower aforementioned as well as monthly maintenance at the rate of Rs:500,000/- per month many times from defendant, but all in vain. Plaintiff has prayed for following relief in her plaint:-

> ***"In aforementioned circumstances, it is humbly prayed that decree may be passed in favor of the plaintiff and against the defendant:-***
>
> ***(i) A Decree for recovery of 22 Tola Gold Ornaments as dower or equal amount according to the gold rate when dower was demanded i.e. year 2024.***
>
> ***(ii) A Decree for recovery of Flat in Silver Oaks Apartments F-10 Markaz or 10 Marla House in F-10 or equal amount according to the rate when dower was demanded i.e. year 2024.***
>
> ***(iii) Consolidated amount of Rs.3,30,00,000/-(Rupees Three Crore Twelve Hundred Thousand Only) as past maintenance allowance/stipend for the last 5 years 5 months till her legal entitlement.***
> ***(Per year maintenance 500,000 x 12= 60,00,000/-)***
> ***(Past 5 years 5 months maintenance 60,00,000 x 5.5= Rs:3,30,00,000/-***
>
> ***Any other relief this honorable court deem fit and proper may also be granted to plaintiff.***

02. After institution of suit, notices/summons were issued to the defendant, whereupon, the defendant contested the suit by filing his written statement through Counsel, wherein he raised legal and factual objections. He further contended in his written statement that the plaintiff concealed the material facts while filing the instant suit and tried to mislead the Court to achieve their illegal design and to blackmail and harass the defendant. Facts of the case are that the defendant entered into a marriage contract with the plaintiff according to the Muslim Family Law (Sharai Nikah) 09.08.2018 at Islamabad. After the marriage, being the responsible husband, the defendant always provides the amenities of life to the plaintiff in his own source of income and always showed love and affection towards the plaintiff. Early few years of marriage were harmonious thereafter the plaintiff started quarrelling with the defendant, she

became disobedient and her attitude towards the defendant was very harsh, hostile, jealous and insulting. The plaintiff is quarrelsome lady, she created all sorts of problems for defendant without any rhyme or reason. Thereafter, the plaintiff herself left the house of the defendant without the consent, permission and information of the defendant and thereafter, she started demanding of divorce from the defendant, resultantly, the defendant on the wish of the plaintiff pronounced the divorce to the plaintiff. Now the plaintiff filed the instant suit just in order to harass, humiliate and blackmail the defendant. The plaintiff was disobedient wife, therefore she is not entitle to grant any relief. That the Nikkah of the defendant was solemnized with the plaintiff as Sharai Nikkah but thereafter, the plaintiff with the connivance of others dishonestly filled the column No.13 and column No.16 and column No.21 of the Nikahnama after the Nikkah. At the time of Nikkah, such like conditions as mentioned in column No.13 and column No. 16 and column No.21 of the Nikahnama were not settled between the parties and the Nikahkhawan is also witness of the contention of the defendant. That since the date of marriage and till the date of divorce, the defendant regularly pay the maintenance to the plaintiff and expenditures without any default but the plaintiff failed to prove herself as obedient and faithful wedded wife and also not performed her matrimonial obligations towards the defendant. Before the marriage and at the time of Nikah, the defendant informed the plaintiff about his first marriage. That the suit of the plaintiff is false, frivolous and vexatious. The plaintiff used to level false and baseless allegations at the defendant. During abadi period, the defendant regularly pay the maintenance to the plaintiff and expenditures without any default. The Nikkah of the defendant was solemnized with the plaintiff as Sharai Nikkah but thereafter, the plaintiff with the connivance of others dishonestly filled the column No. 13 and column No. 16 and column No.21 of the Nikahnama after the Nikkah. At the time of Nikkah, such like conditions as mentioned in column No.13 and column No.16 and column No.21 of the Nikahnama were not settled between the parties and the Nikahkhawan is also witness of the contention of the defendant. He requested for dismissal of the suit of the plaintiffs with costs.

03. Proceedings for pre-trial reconciliation ended unsuccessful as the defendant has divorced the plaintiff. Vide order dated 29-07-2024, the following issues were framed in the case:-

ISSUES:

1. ***Whether the divorce has been affected between the parties or not?***

2. ***Whether the plaintiff is entitled for recovery of 22 tola gold ornaments as dower or equal amount according to the gold rate when dower was demanded i.e year 2024?***

3. ***Whether plaintiff is entitled for recovery of Flat in Silver Oaks Apartment F-10 Markaz or 10 Marla House in F-10 or equal amount according to the rate when the dower was demanded i.e year 2024?***

4. ***Whether the plaintiff is entitled for recovery of maintenance of Rs.5,00,000/- per month for the last 5 years 5 month total amount Rs.3,30,00,000/-?***

5. ***What the decree should be?***

4. Later on, parties were directed to produce their respective evidence, whereupon, plaintiff produced her evidence.

5. **Oral evidence of Plaintiff:** Plaintiff appeared as **PW-1** and tendered her duly sworn Affidavit-in-evidence as **Ex-P1** and deposed on oath the facts alleged in the plaint. Usman Abbasi s/o Qurban Hussain appeared as PW-2, who submitted his Affidavit-in-evidence as **Ex.P10**. Muhammad Siddique s/o Safdar Ali, appeared as PW-3, who also produced his Affidavit-in-evidence as **Ex.P11**.

6. **Documentary evidence of Plaintiff**: In documentary evidence plaintiff has produced;-

I. Habib Matroplitan Bank as Ex.P2
II. Lease Agreement as Ex.P3 (OSR)
III. Iqrar-Nama Ex.P4 (OSR)
IV. Nikah Nama as Ex.P5 (OSR)
V. Marriage Registration as Ex.P6 (OSR)
VI. Air Tickets as Ex.P7 (OSR)
VII. Umrah Visa as Ex.P8 (OSR) Through Mobilephone
VIII. Passport as Ex.P9 (OSR) Through Mobilephone

and closed verbal as well as documentary evidence.

7. **Oral evidence of Defendant:** Defendant/Adnan Shabbir Abbasi appeared as **DW-1** and tendered duly sworn Affidavit-in-evidence as **Ex-D1**. Shabbir Ahmed Abbasi s/o Rukan Dad Abbasi appeared as DW-2, who submitted his Affidavit-in-evidence as **Ex.D2**. Tikka Khan s/o Muhammad Israil, appeared as DW-3, who produced his Affidavit-in-evidence as **Ex.D3**. Abdul Baqi Khateeb

Ahmed, Nikah Khawan, appeared as DW-4, who submitted his Affidavit in-evidence as Ex.D4.

8. **Documentary evidence of Defendant**: In documentary evidence defendant has produced;-

I. Two Photographs of Umrah as ExD1/P.1 & 2/2.

9. Post-trial reconciliation proceedings conducted, ended unsuccessful.

10. Final arguments heard from both the learned counsels at length. Record perused. Learned counsel for the plaintiff has placed the case laws: 2024 SCMR 1078, PLD 2011 SC 221, PLD 2022 SC 686, 2017 CLC Note 16, W.P No. 14236/22 (Khalid Khadim Vs. ADJ etc) Lahore High Court (multan bench) judgment dated 18-03-2024.

11. My findings on above issues with reasons are as under: -

ISSUE NO. 01 As decided.

ISSUE NO. 02 In Affirmative.

ISSUE NO. 03 In Affirmative.

ISSUE NO. 04 In Affirmative.

ISSUE NO. 05 Suit decreed.

R E A S O N S

ISSUES NO. 01

- ***Whether the divorce has been affected between the parties or not?***

12. In this regard plaintiff contended that with the passing of each other day the attitude of defendant towards the plaintiff got harsh and objectionable and finally on 07.11.2021, defendant on the instigation of his father when defendant's father got to know about this marriage the defendant pronounced single divorce to plaintiff and on the same day defendant approached towards plaintiff and denied his saying that it was all pronounced due to his father else defendant is in love with plaintiff and wants to live with her and finally fulfill his sexual desires with plaintiff being his legal wife on the very same day. In the Holy Month of Ramadan April 2022 the plaintiff and her mother took defendant to perform Umrah for which all the expenses were borne by plaintiff out of love in order to strengthen the matrimonial bond. when plaintiff retuned back from *Umrah* and after passing of

couple of days it was revealed to plaintiff that defendant a criminal minded person has deceived plaintiff who is already a married man with having 3 kids, whereupon defendant wilfully, and with malafide intentions, without taking permission from arbitration council contracted second marriage with plaintiff and wrote status as single in Nikkah Nama, hence, betrayed plaintiff as well as breached the laws of the land.

On other side defendant contended that plaintiff is quarrelsome lady, she created all sorts of problems for defendant without any rhyme or reason. Thereafter, the plaintiff herself left the house of the defendant without the consent, permission and information of the defendant and thereafter, she started demanding of divorce from the defendant, resultantly, the defendant on the wish of the plaintiff pronounced the divorce to the plaintiff. Now the plaintiff filed the instant suit just in order to harass, humiliate and blackmail the defendant. The plaintiff was disobedient wife, therefore she is not entitle to grant any relief.

It is a matter of record that both parties appeared and adduced their respective evidence. Careful perusal of the record reveals that the plaintiff's stance is that no valid divorce was ever pronounced or effected by the defendant, and that the claim of talaq is a concocted plea raised only to defeat her lawful claims of dower and maintenance. She maintained that the marriage continues to subsist, and that the defendant has never followed the procedure prescribed under law for the pronouncement and effectiveness of talaq. The defendant, on the other hand, contended that he had validly pronounced a single divorce upon the plaintiff in 2021 and that thereafter the marital relationship stood terminated. He claimed that it was at the insistence of the plaintiff that he pronounced talaq and that the same was effective in law.

Moreso, the defendant, though alleging pronouncement of divorce, utterly failed to bring on record any reliable, cogent, and trustworthy material to establish his plea. The law on the subject is clear: under Section 7 of the Muslim Family Laws Ordinance, 1961, talaq must not only be pronounced but also communicated to the Union Council in writing, whereupon a reconciliation process is initiated. The effectiveness of talaq is thus subject to statutory formalities, including notice to the Chairman of the Union Council and the lapse of a ninety-day period.

In the present case, the defendant failed to produce any written declaration of talaq, no record of intimation to the Union Council, no documentary trail such

as notices, letters, or messages, and no independent witness to the pronouncement. His version, therefore, stands unsupported by any material evidence and does not inspire confidence.

On the contrary, the plaintiff produced documentary evidence in the form of photographs and travel documents (Ex.P7, Ex.P8, Ex.P9) establishing that the parties performed Umrah together in April 2022, well after the date on which the defendant claimed to have divorced her. The authenticity of these photographs and tickets was admitted by the defendant himself during cross-examination. This admitted evidence is wholly inconsistent with the conduct of a man who had allegedly severed the marital tie. It rather indicates that the relationship continued and that the defendant treated the plaintiff as his wife after the alleged date of talaq. Furthermore, had talaq been genuinely pronounced in 2021, there is no plausible explanation as to why the defendant refrained from reporting the same to the Union Council for nearly five years. This omission not only amounts to non-compliance with statutory provisions but also reveals the mala fide intent of the defendant, who appears to have raised the plea of talaq merely as an afterthought to evade his legal responsibilities.

On the cumulative evaluation of evidence, it is abundantly clear that the defendant has failed to discharge his burden of proving the valid and effective pronouncement of talaq. His claim stands contradicted by admitted documentary evidence and is unsupported by the mandatory legal requirements. The Court, therefore, holds that no valid or effective divorce was affected between the parties, and the marital bond continues to subsist for the purposes of this suit.

ISSUES No. 02 & 03

- ***Whether the plaintiff is entitled for recovery of 22 tola gold ornaments as dower or equal amount according to the gold rate when dower was demanded i.e year 2024?***
- ***Whether plaintiff is entitled for recovery of Flat in Silver Oaks Apartment F-10 Markaz or 10 Marla House in F-10 or equal amount according to the rate when the dower was demanded i.e year 2024?***

Both these issues are interconnected, hence, it would be better to discuss the same together.

13. These issues pertain to the recovery of dower (mehr) stipulated in the Nikahnama of the parties, which consists of *22 tolas of gold ornaments* and *a flat in Silver Oaks, F-10 Markaz, Islamabad, or in the alternative, a 10 Marla house in F-10*. The plaintiff's case is that after a short period of acquaintance, the defendant made a personal confession to her at her office, declaring that, being an unmarried man, he had fallen in love with her and was determined to marry her. He further threatened that if she did not accept his proposal, he would take his own life. The plaintiff, being a respectable lady, initially refused his proposal and cautioned him not to approach her in the future. However, the defendant, displaying persistence and stubbornness, continued to pursue her, professing his affection and repeatedly pressurizing her to accept his offer. Owing to his continuous insistence and repeated assurances, the plaintiff eventually yielded and agreed to marry him. The marriage (Nikah) was solemnized on **09.08.2018** in accordance with Islamic rites and rituals. At the time of Nikah, the dower was formally settled as **22 tolas of gold ornaments** and **either a flat in Silver Oaks, F-10 Markaz, Islamabad, or alternatively, a 10 marla house in F-10**, which remains unpaid to date.

Conversely, the defendant contended that while the Nikah was validly performed under Shari'a law, the plaintiff later, with the alleged connivance of others, dishonestly filled in Column Nos. 13, 16, and 21 of the Nikahnama after its execution. He denied that any such conditions were settled at the time of Nikah and claimed that the Nikahkhawan would support his version. The defendant further asserted that at the time of Nikah, the dower was merely **Rs. 5,000/-**, and that no gold ornaments or property were ever agreed upon.

Both parties produced evidence in support of their claims. The plaintiff adduced her own testimony and produced corroborating witnesses who consistently supported her stance. Their depositions remained firm, credible, and free from material contradictions. On the other hand, the defendant and his witnesses faltered on key aspects. Most notably, during cross-examination, the defendant took the position that the dower was Rs. 5,000/-. However, this plea had never been raised in his written statement, nor in his affidavit-in-evidence, and appeared only belatedly during cross-examination, thereby undermining its credibility. Furthermore, at no stage did the defendant challenge the validity of the Nikahnama before any legal forum, such as the Union Council, a civil court, or any

other competent authority. No application for cancellation, rectification, or declaration of forgery was ever filed. This omission is telling and clearly indicates that the defendant was fully aware of the entries and had, at the time of marriage, consented to the fixation of 22 tolas of gold and property as dower. His subsequent denial amounts to an afterthought to evade his contractual obligation.

The Court appointed a **commission to examine the original Nikahnama**, and the commission's report was duly placed on record. The findings of the commission unequivocally established that the Nikahnama was genuine, duly signed by the parties, attested by witnesses, and contained the entries relating to dower as originally recorded. No signs of alteration, fabrication, or interpolation were found. Alongside, the commission also produced the **official Nikah Register**, wherein the marriage was recorded at Serial No. 43, containing the details of the parties and the dower stipulated. This contemporaneous record lends strong support to the plaintiff's claim and completely discredits the defendant's allegations.

Moreso, nikahkhuwan also appeared for his evidence, at Ex.D4, same I reproduced as under:-

> *"I declared the Nikah of Adnan Abbasi and Ghosia Bibi on 09-08-2018 and sharai haq mehar was fixed Rs.5000/- which was paid. I did not fill-up the Nikah Nama and writing in Nikah Nama not made by me. No any gold of 22 Tola and Flat or house at F-10 were written in haq mehar. I did not fill-up the Nikah-Nama, I declared/performed the nikah as per Sharia. Two witness mentioned in Nikah Nama were not present at the time of Nikah. Two students of Madrisa were present as witness of Nikah."*

The testimony of the Nikah khawan namely Abdul Baqi Khateeb Ahmed (DW-4) is also worth close scrutiny. While he admitted having solemnized the Nikah, he claimed during cross-examination that the dower was fixed at Rs.5,000/- only. However, his testimony was riddled with inconsistencies. Remarkably, despite having performed numerous Nikahs over the years, he claimed to remember only the alleged Rs.5,000/- dower of the parties in this case, while forgetting the details of all other marriages he officiated. Such selective memory is neither natural nor reliable. Furthermore, the signatures of the Nikah Khawan on the Nikahnama matched his signatures on his affidavit and cross-examination, confirming his role in executing the document. The contemporaneous entries in the official Nikah Register, coupled with the commission's verification, decisively

establish that the Nikahnama was duly filled in and that the dower was recorded as 22 tolas of gold and property.

From a legal perspective, it is a **settled principle of law** that a Nikahnama is a solemn and binding contract executed at the time of marriage. Once signed by the parties and attested by witnesses, it carries a presumption of truth and authenticity. The party challenging its contents bears a heavy burden of proving fraud, fabrication, or interpolation through cogent, reliable, and unimpeachable evidence. Mere oral denials or self-serving statements cannot override the presumption of genuineness attached to a registered Nikahnama. The defendant, in this case, has miserably failed to discharge this burden. No forensic evidence, expert testimony, or independent corroboration was produced to substantiate his allegation of manipulation. His contradictory and inconsistent testimony further erodes his credibility.

The law further recognizes that once dower is fixed in the Nikahnama, it creates a binding obligation on the husband, enforceable at law. The sanctity of marriage contracts would be gravely compromised if a husband, after enjoying the marital relationship, were permitted to resile from his commitments by advancing belated and contradictory pleas. To permit such retraction would not only prejudice the rights of the wife but would also weaken the enforceability of Nikahnama across society, thereby undermining the institution of marriage itself.

In light of the evidence on record, the commission's categorical findings, the corroborative entries in the Nikah Register, and the presumption of truth attached to the Nikahnama, this Court finds that the plaintiff has successfully established her entitlement to the dower stipulated therein. The Nikahnama is authentic, genuine, and binding upon the parties. The defendant's attempt to wriggle out of his obligation by raising frivolous and contradictory claims stands rejected.

Reliance is placed on the judgment passed by the Hon'ble Supreme Court of Pakistan *in the matter of* ***Mst Zubaidan Bibi …. Vs …. Majidan*** *as reported* ***1994 SCMR 1978***.

"*Nikahnama is a public document.****"***
1994 SCMR 1978

The Hon'ble supreme court has also laid down a dictum in the matter of ***MUHAMMAD YOUSAF--- Versus---- HUMA SAEED and others*** *reported as* ***2024 SCMR 1078, para no.6****;-*

1. *As noted above, a Nikah Nama is in the nature of a civil contract and it contains the terms agreed upon by the parties, the husband and the wife. It is, therefore, obvious that the foundational principle of Nikah is the free consent of the contracting parties, which inherently involves the informed understanding of each party regarding his or her rights and freedom to negotiate and settle the terms and conditions. The bride is, therefore, entitled to negotiate the terms of dower or at least take informed decisions in the context of its determination before the contract is executed. The entries in the Nikah Nama, described in form II of the Rules of 1961, are not conclusive nor can the intention of the contracting parties be ascertained merely on the basis of its headings. This Court has held that Nikah Nama is the deed of marriage contract entered into between the parties and its clauses/columns/ contents are to be construed and interpreted in the light of the intention of the parties.*

After considering the facts and evidence of the parties, I am of the humble opinion on basis of evidence that the plaintiff is **entitled** to recover from the defendant **22 tolas of gold ornaments** as well as the **immovable property stipulated in Column No. 17 of the Nikahnama**, i.e., either a flat in Silver Oaks, F-10 Markaz, Islamabad, or 10 marla house in Sector F-10, Islamabad. The defendant is directed to hand over the 22 tola gold ornaments to the plaintiff or to pay its alternative price/value as per current market value, within one month. The Defendant is directed to purchase and transfer the said property in the name of plaintiff within one month. If the defendant fails to purchase & transfer the said property in her name, he shall remain liable to pay its equivalent market value of the same. The defendant, having freely entered into the marital contract and having signed the Nikahnama with full knowledge and consent, cannot now renege on his solemn undertaking. Hence, both issues are decided accordingly.

ISSUE NO. 4

- ***Whether the plaintiff is entitled for recovery of maintenance of Rs.5,00,000/- per month for the last 5 years 5 month total amount Rs.3,30,00,000/-?***

14. This issue is related to the maintenance of plaintiff. In this regard plaintiff narrated that a few days after her initial interaction with the defendant, he approached her at her office and openly confessed his feelings. He declared that, being a single and unmarried man, he had fallen deeply in love with her and was determined to marry her. He went so far as to threaten that if she did not accept his proposal, he would commit suicide. The plaintiff, being a respectable and dignified lady, rejected his proposal outright and firmly directed him not to contact her again in the future. However, the defendant, being stubborn and persistent in nature, continued to manipulate and pressurize the plaintiff by expressing his alleged devotion and affection towards her. Despite her resistance, the defendant did not desist. His repeated emotional blackmail and continuous pursuit eventually compelled the plaintiff to accept his proposal.

Consequently, on 09.08.2018, the marriage (Nikah) between the plaintiff and defendant was solemnized in accordance with Islamic rites and rituals. At the time of Nikah, the dower (mehr) was fixed as 22 tolas of gold ornaments, and in addition, the defendant undertook to give either a flat in Silver Oaks, F-10 Markaz, Islamabad or, in the alternative, a 10 marla house in Sector F-10. Despite the solemn commitment, neither the gold nor the property has been paid or transferred to the plaintiff to date.

The plaintiff further asserted that the Nikah ceremony was held without the participation of both families. Only her brother, namely Usman Abbasi, attended. The defendant, however, assured her that he would soon inform his own family as well as the plaintiff's parents about the marriage and formally recognize her as his lawful wife. Relying on his promise, the plaintiff began to live as his wife, and the marriage was consummated. The defendant would often take the plaintiff to House No. 89, Main Sumbal Road, F-10/1, where he fulfilled his conjugal rights. From the beginning of the marriage, the plaintiff submitted herself fully to the wishes of the defendant, carrying out every demand and fulfilling her matrimonial obligations with loyalty, sincerity, and devotion.

Initially, the relationship between the parties remained cordial. The plaintiff continued to show love, care, and respect towards the defendant, conducting herself as a faithful wife. However, when she began to press the defendant to give her proper social recognition and disclose the marriage before their families, the defendant's attitude and behavior drastically changed. He began to subject her to

mental and physical torture, abusing and beating her on trivial matters without any justification. Despite such harsh treatment, the plaintiff, in order to preserve the sanctity of her marriage, bore all the inhuman behavior silently and continued to serve her husband faithfully. The plaintiff emphasized that throughout the subsistence of their marriage, the defendant never paid her any maintenance, despite being legally bound to do so.

The plaintiff further deposed that on **07.11.2021**, when the defendant's father came to know about their secret marriage, he forced his son to repudiate the plaintiff. Under his father's pressure, the defendant pronounced a single divorce. However, on the same day, he approached the plaintiff and retracted from his earlier pronouncement, stating that his declaration of divorce was made only under compulsion of his father's insistence and that he still loved the plaintiff. He assured her that he wished to continue the marital relationship and indeed exercised his conjugal rights with her that very night.

In the month of Ramadan in April 2022, the plaintiff and her mother, out of love and affection, even took the defendant along to perform **Umrah**. The entire expenditure for the pilgrimage, including tickets, visas, and other expenses, was borne by the plaintiff herself in the hope of strengthening their matrimonial bond. Copies of the relevant travel documents, including visas, tickets, and passports, have been placed on record as proof.

After returning from Umrah, the plaintiff discovered the shocking truth: the defendant was not a single man as he had falsely claimed in the Nikahnama but was already married with three children. Thus, he had deliberately concealed his marital status at the time of their Nikah and fraudulently declared himself as unmarried. The plaintiff alleged that by doing so, the defendant willfully deceived her, entered into a second marriage without the permission of the Arbitration Council, and thereby violated the provisions of law. The plaintiff, therefore, reserved her right to initiate appropriate criminal proceedings before the competent forum.

The plaintiff further contended that during the subsistence of the marriage, she conceived twice. However, on both occasions, the defendant coerced her into terminating the pregnancies. He subjected her to severe mental and physical torture, threatening to commit suicide if she refused to abort. For this purpose, he even took assistance from his friend's wife, **Dr. Sana**, who supplied him with

abortive medicines which he compelled the plaintiff to consume. These acts, according to the plaintiff, demonstrate the defendant's cruel, manipulative, and criminal mindset.

Instead of honoring his commitments, the defendant once again resorted to physical abuse and pressurized the plaintiff to relinquish her rights by giving a written statement in his favor. Throughout their five-and-a-half years of marriage, the plaintiff asserted that the defendant had not paid a single penny towards her maintenance despite being financially well established.

On the contrary, the defendant's stance was that since the date of marriage and till the alleged divorce, he had been regularly providing maintenance and other expenses to the plaintiff without default. He claimed that the plaintiff had failed to prove herself as an obedient wife and had not fulfilled her matrimonial obligations. He further alleged that he had disclosed his first marriage to the plaintiff prior to their Nikah, which she had accepted. He maintained that he always met his legal and moral obligations as a responsible husband, showing love and affection, and bore all her expenses.

However, it is significant that the defendant himself admitted that the marriage was consummated, though rukhsati never took place. Importantly, he failed to produce a single piece of documentary evidence such as bank records, online transfers, Easy Paisa, Jazz Cash, or money orders to establish that he had ever paid maintenance to the plaintiff. His version is entirely silent on the exact amount or method of alleged payments. On the other hand, the plaintiff never left her parents' house, nor did she claim separation. This shows her patience, obedience, and loyalty as a wife, waiting for the rukhsati which the defendant never arranged.

The plaintiff has thus established that she was deceived into marriage on false pretenses, that she remained an obedient and faithful wife despite suffering repeated cruelty, and that the defendant failed in his legal duty to provide maintenance and to fulfill his solemn commitments of dower amount. I relied upon case law of the Hon'ble Superior court, the same is reproduced as under:-

> ***P L D 2022 Supreme Court 686 (HASEEN ULLAH---Versu- Mst. NAHEED BEGUM and others*** *10. We note that the petitioner, instead of paying the maintenance and giving the dower to the respondent willingly and graciously, has been evading his legal as*

> *well as moral obligation on one and the other pretext, as he first totally denied to have agreed to, and mentioning in Nikahnama,* ***the term of giving four Kanal agriculture land as dower to the respondent, in his written statement, and later started*** *opposing it with the argument that it was an alternate to be given only if seven tola gold ornaments mentioned in column No. 13 had not been paid. It is regrettable that the petitioner, an educated person who belongs to the noble profession of teaching, does not realize his obligation to pay the dower agreed upon by him at the time of marriage with the respondent, not only under the law of the land but also under the commandments of the God Almighty given in the Holy Quran to persons who proclaim to be Muslim. He has by his such conduct forced his wife to fight for her right to receive her maintenance and dower in four courts, from the Family Court to the Supreme Court. His such conduct is highly deplorable.*

The plaintiff is, therefore, **entitled** for recovery of past & future maintenance against the defendant as Rukhsati not took place, at the rate of **Rs.25,000/- per month** from August 2018 till substance of marriage with 10% increment per annum (increment effective from August 2019), commensurate with the financial means of the defendant. Defendant is directed to pay the same to the plaintiff. Hence, this issue is decided accordingly.

ISSUE NO. 5/RELIEF

15. In view of reasons discussed above in issues No. 1 to 4, suit of the plaintiff is decreed in the manners that the defendant has failed to discharge his burden of proving the valid and effective pronouncement of talaq. His claim stands contradicted by admitted documentary evidence and is unsupported by the mandatory legal requirements. The Court, therefore, holds that no valid or effective divorce was affected between the parties, and the marital bond continues to subsist for the purposes of this suit. **The plaintiff is entitled** to recover from the defendant **22 tolas of gold ornaments** as well as the **immovable property stipulated in Column No. 17 of the Nikahnama**, i.e., either a flat in Silver Oaks, F-10 Markaz,

Islamabad, or 10 marla house in Sector F-10, Islamabad. The defendant is directed to hand over the 22 tola gold ornaments to the plaintiff or to pay its alternative price/value as per current market value, within one month. The Defendant is directed to purchase and transfer the said property in the name of plaintiff within one month. If the defendant fails to purchase & transfer the said property in her name, he shall remain liable to pay its equivalent market value of the same. **The plaintiff** is, therefore, **entitled** for recovery of past & future maintenance against the defendant as Rukhsati not took place, at the rate of **Rs.25,000/- per month** from August 2018 till substance of marriage with 10% increment per annum (increment effective from August 2019), commensurate with the financial means of the defendant. Defendant is directed to pay the same to the plaintiff. No order as to costs. Let such decree be prepared in accordance with law. File be consigned to the Record Room after its compilation and completion.

ANNOUNCED IN OPEN COURT ON 17th September, 2025.

(Suman Kumari)
Civil/Family Judge, East-Islamabad

Certified that this Judgment consists 18 pages, each page has been dictated, read over corrected and signed by me.

(Suman Kumari)
Civil/Family Judge, East-Islamabad