

IN THE HIGH COURT OF SINDH KARACHI

CP No.S-923 of 2025

(Amna Jatoi v. Jahanzeb)

Petitioner : through Ms. Zahrah Sehr Vayani and Mr. Rameez Lalani, advocates

Respondent : Mr. Raj Ali Wahid Kunwar and Ms. Pia Ali, advocates

Date of hearing and order: 16.02.2026

ORDER

Nisar Ahmed Bhanbhro, J. This petition is directed against the concurrent findings of the Courts below, wherein learned VIIth Additional District Judge Karachi South vide judgment dated 28th August, 2025 passed in Family Appeal No.25 of 2025 maintained the judgment and decree dated 20.01.2025 passed in Family Suit No.99 of 2022 by learned XXth Family Judge, Karachi South whereby Suit filed the petitioner for dissolution of marriage on the ground of Khula was decreed subject to the payment of dower amount which is 30 tolas of gold mentioned in Nikahnama.

2. Learned counsel for the petitioner contends that the Courts below committed gross illegality and irregularity by holding that the dower amount is liable to be paid by the petitioner in the absence of proof that the respondent paid such an amount. In support of her contention, she placed reliance on the cases of **Muhammad Sajid v. Mst. Shamsa Asghar and other (PLD 2025 Supreme Court 461)**, **Muhammad Yousuf v. Huma Saeed and others (2024 SCMR 1078)**, **Muhammad Arshad Anjum v. Mst. Khurshid Begum and others (2021 SCMR 1145)**, Judgment passed by this Court in CP No.D-1269 of 2024, **Muhammad Zaheer v. Saima Bibi (2017 CLC 1597)**, **Mushtaq and others v. Mst. Fatima and others (PLD 2025 Supreme Court 434)**, **Haseen ullah v. Mst. Naheed Begum and others (PLD 2022 Supreme Court 686)**, **House Building Finance Corporation v. Shahinshah Humayun Cooperative House Building Soceity (1992 SCMR 19)**, **Shakeel Hussain Shah v. Bushra Hameed and others (2013 CLC 1085)**, **Muhammad Zaheer v. Saima Bibi (2017 CLC 1597)**, **Muhammad Sajjad v. Additional District & Sessions Judge and 4**

others (PLD 2015 Lahore 405), Haseen ullah v. Mst. Naheed Begum (PLD 2022 Supreme Court 686), Ghulam Shabbir v. Mst. Abbas Bibi and others (2022 CLC 963) and Judgment dated 24.03.2025 passed by the High Court of Peshawar in WP No.1923-P/2020 (Syed Taskeen Ali v. Mst. Syeda Sadaf Batool). She prayed to allow this petition.

3. Learned counsel for the respondent contends that the marriage between the parties was solemnized and the Nikahnama was reduced in writing in between the parties, wherein per relevant column, the dower amount was paid at the time of Nikah as an acknowledgment the petitioner had signed the Nikahnama. There is no word in the evidence or in the pleadings that the entries in the Nikahnama were incorrect. He placed reliance on the cases of **Muhammad Shakeel and others v. Additional District Judge, Faisalabad and others (PLD 2025 Supreme Court 572), Mst. Bakht-e-rawida v. Ghulam Habib and 2 others (PLD 1992 Karachi 46), Mst. Zohra Alam v. District Judge, Karachi South and 2 others (1992 MLD 64), Javed Iqbal v. Additional District Judge Faisalabad and another (2017 CLC Note 25), Sher Muhammad and others v. Muhammad Khalid (2004 SCMR 826), Shafique Sultan v. Mst. Asma Firdous and others (2017 SCMR 393), Riffat ullah v. Mst. Hadia Mustafa and 2 others (2023 M L D 1237), unreported order dated 04.06.2025 passed by the Supreme Court in Civil Petition No.252-P of 2025, Usman Khan v. Mst. Shehla Gul and 2 others (2020 CLC 910), Muhammad Arshad Khan v. Mst. Kulsoom Riaz and others (PLD 2018 Peshawar 34), Muhammad Faisal Khan v. Mst. Sadia and another (PLD 2013 Peshawar 12) and Amanat Masih v. Mst. Najma Bibi and 2 others (2010 YLR 2711).**

4. Heard arguments and perused the material available on record.

5. The crux of the controversy involved in the present lis is that the petitioner sought divorce on the ground of Khula, which was granted; however, it was made subject to the payment of the dower amount received by her at the time of marriage. The courts below, while relying upon the entries in the Nikahnama and so also evidence of the parties, held that the said amount was received by the petitioner, who was the plaintiff in the case. The reappraisal of the evidence leaves with no

second thought that in the entire pleadings the petitioner has not claimed that the entries in the Nikahnama were incorrect or she had signed the blank papers and thereafter the Nikahnama was filled by Nikah Khuwan. It was upon the petitioner to prove that the amount which is written in the Nikahnama as fully paid, was not in fact paid to her. The petitioner did not lead evidence to disprove this entry in the Nikahnama. The respondent, in support of this contention, examined one Muhammad Ali, who was a witness to the Nikah, who supported the contents of Nikahnama. In the circumstances, it was obligatory upon the petitioner to produce Nikah Khuwan before the Court but she failed as such no exception can be taken to the concurrent findings of the courts below.

6. Section 10(5) of the Family Courts Act, 1964, provides that in case of divorce on the ground of Khula by the wife, she is required to return the amount received by her in the shape of dower. For the sake of convenience, Section 10 (*supra*) is reproduced below:

“10. Pre-trial proceedings.— (1) When the written statement is filed, the Court shall fix an early date for a pre-trial hearing of the case.

(2) On the date so fixed, the Court shall examine the plaint, the written statement (if any) and the precis of evidence and documents filed by the parties and shall also, if it so deems fit, hear the parties and their counsel.

(3) The Family Court may, at the pre-trial stage, ascertain the precise points of controversy between the parties and attempt to effect compromise between the parties.

(4) Subject to subsection (5), if compromise is not possible between the parties, the Family Court may, if necessary, frame precise points of controversy and record evidence of the parties.

(5) In a suit for dissolution of marriage, if reconciliation fails, the Family Court shall immediately pass a decree for dissolution of marriage and, in case of dissolution of marriage through khula, may direct the wife to surrender up to fifty percent of her deferred dower or up to twenty-five percent of her admitted prompt dower to the husband.

(6) Subject to subsection (5), in the decree for dissolution of marriage, the Family Court shall direct the husband to pay whole or part of the outstanding deferred dower to the wife. [emphasis added]

7. From the perusal of the above provision of law, the intent of the legislature is clear that the wife shall return the dower amount if she dissolves the marriage on the ground of Khula. The imposition of strict condition is to prevent such eventualities that resulted breach of contract

of marriage on trivial issues and are within the scope of Article 35 of the Constitution of the Islamic Republic of Pakistan, 1973, which provides the State shall ensure protection of the family as unit.

8. The case laws relied upon by the parties do not advance their cause, as the same are not attracted to the peculiar facts and circumstances of the present case.

9. No illegality or perversity has been pointed out in the concurrent findings of the Courts below, requiring indulgence of this court under its writ jurisdiction conferred under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973, as such, the petition fails and is accordingly *dismissed*. However, the petitioner is at liberty to avail the remedy against the entries relating to dower in Nikahnama if she so desires. In the said eventuality, if she files a suit seeking cancellation of said entries in the Nikahnama, the limitation shall not apply.

JUDGE

Nadir/PS*

Approved for Reporting