

IN THE HIGH COURT OF SINDH AT KARACHI

CP NO.S-518/2026

Date

Order with signature of Judge

1. For hearing of CMA No.3748/2026
2. For hearing of main case

18.09.2026

Barrister Tanzeel Rauf Farooqui, for petitioner.
M/s. Aibak Ali Shah, M. Nadie and Abdullah Bin Akram advocates
for respondent No.1.

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O R D E R

Nisar Ahmed Bhanbhro, J. This petition is directed against the orders dated 06.03.2025 and 22.04.2026 passed by the 9th Family Judge, Karachi East in Family Execution No.4/2024 (Family Suit No.1508/2020) and the learned 4th Additional District Judge, Karachi East in Family Appeal No.56/2025 respectively, whereby the application filed by the respondent for execution of the compromise decree was allowed and the appeal against the order filed by the petitioner was declined.

2. Transient facts of the instant case are that Anushay Akbar, the respondent No.1 in the instant petition filed a Family Suit No.1508/2020 before the 9th Family Judge, Karachi East which was disposed of through compromise decree dated 08.02.2022. The order on compromise application reads as under:-

“I intend to dispose of this compromise application filed by both the parties through their counsels on the following terms and conditions.

- i. The defendant shall bear all expenses of the Minors including School Fee, Van Fee, Tuition Fee, Uniforms and all other necessary expenses regarding education and occasions.

ii. The defendant shall continue to pay deposit Rs.50,000/- per month in this Hon'ble Court towards maintenance of the minors till the age of puberty.

iii. Maintenance may be added in future mutually.

Heard both the parties and perused the material available on record. Since both the parties have been patched up with each other on the basis of terms and conditions as above mentioned and filed compromise application before this Court, therefore, the instant application is hereby allowed and matter is disposed of by way of compromise. Let the compromise decree be prepared.”

3. Respondent No.1 filed an execution application demonstrating the details of school expenses etc. therein and praying for the execution of the compromise decree. The application filed by the respondent No.1 was allowed and the petitioner was directed to pay the amount mentioned in para-7 of the compromise application.

4. Learned counsel for the petitioner contended that the compromise decree was effected with regard to maintenance amount of Rs.50,000/- per month, which the petitioner was regularly paying and the remaining amount as claimed was not the part of the compromise decree. He further submitted that in the absence of any evidence on record the Family Court was not competent to allow the execution application in terms of the prayer made by the respondent No.1. He further contended that the learned executing court travelled beyond the decree which cannot be done by the executing court while seized with the matter regarding the execution of the decree therefore prays for allowing this petition.

5. Controverting the above contentions, Mr. Aibak Ali Shah contended that the compromise was effected wherein the petitioner was required to pay all expenses of the minors including school fees, van charges, tuition fees, uniform and all other necessary expenses regarding education and all other expenses incurred besides an amount of Rs.50,000/- per month. He submitted that the details of the expenses incurred upon maintenance of the minors were given in the execution application and keeping in view the exorbitant school fees and other expenses the amount so mentioned in the execution application was quite justified as such was rightly allowed by the executing court. He prayed to dismiss the petition.

6. Heard arguments, perused the material available on record.

7. Perusal of the record reveals that the compromise was effected between the parties on two terms, that the petitioner shall continue to pay the amount of Rs.50,000/- per month and he shall also bear all expenses of the minors including school fees etc. The compromise decree itself speaks that in change of circumstances when the school fees is increased or maintenance expenses were found to be higher, then the respondent No.1 was at liberty to claim such expenses and it was within the ambit and domain of the Family Court to grant such expenses after perusing the material available on record.

8. From para-7 of the execution application available at page 115, it transpires that the respondent No.1 has claimed an amount of Rs.60,000/- per month as school fees for both minors, Rs.11,000/- per month transportation charges, Rs.20,000/- per month as tuition fees, Rs.6,000/- per year as uniform expenses, Rs.32,000/- per year

as miscellaneous expenses and Rs.10,000/- per year as occasional expenses. The execution application was filed in the month of July 2024 for claiming such amounts from July 2023, the Family Court was within its competent to grant such amount. It is never the case in the family matters that once maintenance of a minor is granted for a particular amount, Family Court can not increase or enhance the said amount by invoking the provisions of sections 5 and 7 of the Family Courts Act 1964 and for that purpose no separate suit was necessitated.

9. For the foregoing reasons, no case of indulgence of this court is made out. This petition therefore fails and is accordingly dismissed.

J U D G E

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