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**JUDGMENT SHEET**

**LAHORE HIGH COURT**

**RAWALPINDI BENCH RAWALPINDI**

**JUDICIAL DEPARTMENT**

**Writ Petition No.819 of 2020**

*Mansoor Ali*      vs.    *Mst. Anam Hussain, etc.*

**JUDGMENT**

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|-----------------------------------|--|
| <b>Dates of Hearing:</b>          | 07.11.2024; 04.12.2024; 23.12.2024 and 24.12.2024. |
| <b>Petitioner by:</b>             | Sardar Muhammad Ashfaq Abbasi, Advocate.           |
| <b>On Court's call:</b>           | Mr. Imran Khan, Assistant Advocate General.        |
| <b>Respondents No.1 and 2 by:</b> | Khawaja Hassan Riaz, Advocate.                     |
| <b>Amicus Curiae:</b>             | Mr. Shahab Qutab, Advocate.                        |

*"Let the man of means spend according to his means; and the man whose resources are restricted, let him spend according to what God has given him. God puts no burden on any person beyond what he has given him. After a difficulty, God will soon grant relief."<sup>1</sup>*

**Anwaar Hussain, J.** Though this single judgment, the present as well as connected constitutional petition, bearing W.P. No.905 of 2020, are being simultaneously decided as both are directed against the common judgment, passed by the Appellate Court below, in the matter emanating from the suit, *inter alia*, for recovery of dower and dowry articles of respondent No.1 as well as maintenance of respondents No.1 and 2 ("the respondents"), who are petitioners of the connected petition. The petitioner, in present case, is father of respondent No. 2 ("the minor") and ex-husband of respondent No.1.

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<sup>1</sup> Surah Al-Talaq (65), Verse 7 (Translation by Abdullah Yusuf Ali).

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2. By way of factual background, it has been noted that the petitioner and respondent No.1, were married on 10.05.2014. The petitioner was working at Qatar and the family thus moved to Qatar. Soon differences developed between the parties and the suit was instituted by respondent No.1, for recovery of her maintenance allowance @ Rs. 55,000 per month since 28.09.2015 and at the same rate for future period with 20% enhancement and Rs. 35,000 per month for the minor since 28.09.2015, and at the same rate for the future period with 20% enhancement. Respondent No.1 also sought recovery of dower, gold ornaments and dowry articles. During the pendency of the suit, the petitioner and respondent No.1 got divorced and the marriage was dissolved on 12.07.2018. Through judgment dated 04.10.2019, the Trial Court decreed the suit. Respondent No.1 was held entitled to recover maintenance allowance @ Rs. 15,000 per month from the date of institution of suit till the end of her *iddat* period, while the minor was held entitled to get maintenance allowance @ Rs. 30,000 from institution of suit till her legal entitlement with 10% annual increase. The Trial Court relied upon the employment contract of the petitioner, produced by respondent No.1/the plaintiff (Mark P/1). Respondent No. 1 was held entitled to dowry articles as per list produced by her or in alternate Rs. 500,000/. Her claim for gold ornaments was declined. Both sides preferred appeals, which were dismissed, *vide* judgment and decree dated 19.02.2020.

3. The petitioner has laid challenge to the quantum of maintenance, awarded to the minor, at the rate of Rs.30,000/- per month with 10% annual increment, on the ground that the said amount was fixed by the Trial Court, on the basis of the employment contract of the petitioner that was brought on record as 'Mark-P/1', which depicted 14,500 Qatari Rayal as monthly salary of the petitioner, however, his financial means underwent material adverse change inasmuch as the petitioner is now drawing merely an aggregate salary of 7,000 Qatari Rayal but the relevant documents

were not taken into consideration by the Appellate Court below, on the ground that the same are not attested by the Pakistan Embassy in Doha, Qatar.

4. Conversely, learned counsel for the respondents submitted that the quantum of maintenance awarded to respondent No.1 till her *iddat* period and depreciation calculated in determining alternate value of dowry articles are to be reconsidered and revised as respondent No.1 remained settled in the house of the petitioner for just one year. As regards quantum of maintenance of the minor, submitted that law only envisages the enhancement of maintenance and not reduction thereof. Further contends that even if the averment of the petitioner regarding changed circumstances and salary of the petitioner @ 7,000 Qatari Rayal per month is taken as correct, the said amount, when converted in Pakistani currency, comes to Rs.500,000/- approximately, which does not render the maintenance fixed exorbitant. Added that the claim of respondent No.1 in respect of the gold ornaments was also wrongly declined.

5. In rebuttal, learned counsel for the petitioner submitted that if the maintenance fixed by the Courts below is upheld, at present, the same would come around Rs.64,300/-, approximately, after including the annual increment, which is exorbitant keeping in view the fact that the petitioner was earlier drawing 14,500 Qatari Rayal, as monthly salary, in addition to an accommodation provided by the employer in Qatar, whereas at present, he is drawing 7,000 Qatari Rayal, lump sum whereby the petitioner has to also arrange the accommodation on his own.

6. On Court's call, learned Law Officer submitted that the appeal is continuity of the trial, and therefore, the petitioner should have been given an opportunity to establish his financial position in order to balance rights of the parties. Further submitted that though the family laws are interpreted in a manner which are beneficial to the female side being weaker segment of the society, the same is not a

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rule of thumb and the Courts are obligated to strike a balance between the rights of the parties, in a judicious manner.

7. Mr. Shahab Qutub, Advocate Supreme Court was appointed as *amicus curiae*. He submitted that the maintenance is to be fixed in proportionate to the financial resources of the father, which can subsequently be increased and/or decreased according to the change in the financial means of the father as striking a balance between the financial means of father and needs of a minor is the overarching object of law. Further submitted that financially penalizing the father in the garb of maintenance is against the policy and is to be avoided.

8. Arguments heard. Record perused.

9. This Court is invited to answer following legal questions:

- i. Whether depreciation in the value of dowry articles, during the period of pendency of a suit for their recovery, could be imposed on the female?
- ii. Whether a father can be burdened beyond his financial means, in determining the quantum of maintenance of a child; and
- iii. Whether the maintenance of a child, once fixed, can be reduced with the adverse change in the financial means of the father?

10. Before addressing the above formulated legal questions, it will be appropriate to address the claim of respondent No.1 in respect of the gold ornaments and her maintenance, during *iddat* period. The findings in this regard are concurrent in nature. No misreading or non-reading of evidence could be pointed out in respect of the said findings. Maintenance (of Rs. 15,000/-) awarded to respondent No.1 for her *iddat* period is reasonable and hence, does not merit any interference.

11. Adverting to the nub of the matter and taking up the first legal question, it is pertinent to observe that the depreciation of dowry articles for a period of pendency of the suit cannot be imposed on a female/plaintiff if the husband/defendant-the petitioner in present

case, in the written statement, does not admit giving of such dowry articles, enabling the wife-plaintiff to lift the same. If depreciation of the dowry articles for such a period is forced upon a female while calculating the alternate value of dowry articles, this would amount to putting a premium on the conduct of the husband who withheld the dowry articles, depriving the female of her belongings for the period during which the suit remained pending, on account of not admitting the claim of the female straightaway. Therefore, as a measure of equity, the Courts are obligated to place the parties at a position they should be at the time when they approach the Court and not at a position at which they are when the Court adjudicate their dispute(s). In the instant case, the petitioner/defendant in his written statement, in reply to para No. 3 of the plaint, stated as under:

“Para No. 3 is incorrect as stated, hence, denied. However, some dowry articles were given to the plaintiff by her parents same were lying at the house of the defendant and defendant is ready to return the same but the plaintiff claim exorbitant dower (*sic*) from the defendant”

The above quoted response on part of the petitioner shows that the petitioner/defendant did not straightaway admit the claim of respondent No.1/the plaintiff, rather, vaguely controverted the same by stating that few dowry articles were given to her which are lying with him *albeit* without giving any detail. Consequently, it took the Court four years to adjudicate the issue of dowry articles. Therefore, while decreeing the suit to this extent, the Trial Court erroneously imposed depreciation on respondent No.1/the plaintiff as it awarded alternate value while considering depreciation for a period of five years whereas respondent No.1/the plaintiff remained in possession of her dowry articles for a period of only one year, while in her marital abode, and the suit remained pending for four years as the petitioner/defendant did not admit the claim to dowry articles, straightaway. Even the admission made in respect of the giving of dowry article, as stated

above, was ambiguous as he did not tender any list of dowry articles which were in his possession. The admission made by the petitioner was so vague as not to afford any certainty to respondent No.1/the plaintiff to lift admitted dowry articles. Thus, the Courts below were in mistake in calculating depreciation for a period during which suit remained pending.

12. Adverting to the second question, it is imperative to observe that, as regards Muslim citizens, the law of maintenance in Pakistan is based on the principles of Muslim personal law<sup>2</sup> derived from Shariah of which the two primary sources are the Holy Quran and Sunnah. In Islamic Law, maintenance is termed as *Nafqah*<sup>3</sup>, which means what a person spends on his family<sup>4</sup>. The father's duty to maintain his children arises out of guardianship and is distinct from his duty to maintain his wife. In Islamic law, a minor's guardianship vests with the father unless the interests of the child demand otherwise. The responsibility of maintenance is on the father and varies according to his financial status. Maintenance includes food, clothing, lodging, education and other necessary expenses of a child from birth until adulthood. It is a religious as well as legal duty of a father<sup>5</sup>. The fact that the children are in the custody of their mother does not relieve the father from the obligation of maintaining them<sup>6</sup>. The source of the aforesaid obligation is found first and foremost in the Holy Quran. Allah *Subhanahu wa ta'ala* (سبحانه و تعالى) in Surah *Al-Baqra* ordained as under:

“233. The mothers shall give suck to their offspring for two whole years if the father desires to complete the term. **But he shall bear the cost of their food and clothing on equitable terms. No soul shall have**

<sup>2</sup> *Humayun Hassan vs. Arsalan Humayun and another (PLD 2013 SC 557)*.

<sup>3</sup> *Qudrat Ullah vs. Additional District Judge, Renala Khurd, District Okara and Others (PLD 2024 SC 581)*.

<sup>4</sup> *Ibid.*

<sup>5</sup> Maintenance of the Child in Pakistan – a much needed legislation, LUMS Law Journal 2020:7(1).

<sup>6</sup> D.F. Mulla's Principles of Muhammadan Law, Paragraph 370.

***a burden laid on it greater than it can bear.*** No mother shall be treated unfairly on account of her child nor father on account of his child. An heir shall be chargeable in the same way if they both decide on weaning by mutual consent and after due consultation there is no blame on them. If ye decide on a foster-mother for your offspring there is no blame on you provided ye pay (the mother) what ye offered on equitable terms. But fear God and know that God sees well what ye do.”

The above quoted Verse of the Holy Quran places an obligation on the father to provide maintenance for his children, according to his means. The Verse clearly acknowledges that not all fathers can provide equally since one must do so honourably – to an honourable or morally acceptable level, which is reinforced by the recognition that no soul is tasked beyond its capacity more particularly when read with Verse 7 of Surah Talaq<sup>7</sup>. The above quoted Verses of the Holy Quran are the source of the religious obligation of a father to maintain his children, however, it is well evident that such obligation is to commensurate with his resources.

13. As regards the legal framework of awarding maintenance, Section 5 of the Family Courts Act, 1964 (“**the Act**”), read with item No. 3 of Part I of the Schedule thereto, grants exclusive jurisdiction to the Family Courts to adjudicate cases related to maintenance. Section 17-A of the Act provides that Family Courts can pass interim orders for maintenance at any stage during the proceedings, ensuring that the financial needs of the minor(s) and the wife (depending on the circumstances of the case) are met promptly. Section 17-A was amended in the Punjab through the Family Courts (Amendment) Act, 2015, whereby in addition to the Court’s power to grant interim maintenance, the Family Court was also empowered to, *inter alia*, prescribe an annual increase in the amount of maintenance and if such increase is not prescribed, the maintenance shall automatically stand increased at the rate of ten

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<sup>7</sup> The Study Quran, A New translation and Commentary by Seyyed Hossein Nasr, Caner K Dagli, Maria Massi Dakake, Joseph E.B. Lumbard, and Mohammed Rustom (Harper Collins Publishers)

percent each year. Significantly, sub-section (4) of Section 17-A of the Act gives the Court the authority and power to summon relevant documentary evidence from any organization body or authority to determine the estate and resources of the defendant. Similarly, Section 9 (1A) of the Muslim Family Laws Ordinance, 1961 (**“the Ordinance”**) states that if a father fails to maintain his child, the mother or grandmother of the child may, in addition to seeking any other legal remedy, apply to the Chairman<sup>8</sup> who shall constitute an Arbitration Council<sup>9</sup>, which may issue a certificate specifying the amount that shall be paid by the father as maintenance of the child. As is clear from the text of the legal provisions referred hereinabove, the Courts in Pakistan have also taken a very clear view that the father’s responsibility to maintain his children is a religious, moral and legal obligation while at the same time the right of the children to be maintained by their father is a legal, religious and natural right. In a number of judgments, the Courts have consistently taken a strict view of a father’s attempt to avoid the aforesaid obligation and have intervened whenever a father has been found to be negligent in meeting his responsibilities.<sup>10</sup> Thus, it is judicially settled by now that a father cannot be allowed to avoid his responsibility simply by saying that he does not have resources<sup>11</sup> or that he is not a person of means<sup>12</sup> or that he has other dependents<sup>13</sup>.

<sup>8</sup> In terms of Section 2(b) of the Ordinance, “Chairman” means the Chairman of the Union Council or a person appointed by the Federal Government in the Cantonment areas or by the Provincial Government in other areas or by an Officer authorized in that behalf by any such Government to discharge the functions of chairman under this Ordinance:

Provided that where the Chairman of the Union Council is a non-Muslim, or he himself wishes to make an application to the Arbitration Council, or is, owing to illness or any other reason, unable to discharge the functions of Chairman, the Council shall elect one of its Muslim members as Chairman for the purposes of this Ordinance.

<sup>9</sup> In terms of Section 2(a) of the Ordinance, “Arbitration Council” means a body consisting of the Chairman and a representative of each of the parties to a matter dealt with in this Ordinance:

Provided that where any party fails to nominate a representative within the prescribed time, the body formed without such representative shall be the Arbitration Council.

<sup>10</sup> *“Syeda Farhat Jahan vs. Syed Iqbal Hussain Rizvi and another”* (2010 YLR 3275).

<sup>11</sup> *“Arslan Ajaz vs. Mst. Sanober and 2 others”* (2022 YLR 450).

<sup>12</sup> *“Tariq Javed vs. Rukhsana Bibi and others”* (2023 YLR 2233).

<sup>13</sup> *“Muhammad Akbar vs. Additional District Judge and others”* (2019 CLC Note 32).

14. However, it is important to note that deterring a father from avoiding his legal obligations on the pretext of financial limitations and determination of the quantum of maintenance are two different aspects to be considered and adjudicated. The latter requires emphasis on a balanced and evidence-based approach i.e., a balance between the needs of the minor and the financial capacity of the father. In a suit for recovery of the maintenance, the foremost duty of the Court is to determine the quantum of maintenance since the entitlement to maintenance, particularly with respect to the children, is very rarely disputed. However, determining the quantum of the maintenance, is a fact-sensitive exercise, where a balance has to be struck between the needs of the minor and the financial capacity of the father. This approach emanates from the Islamic sources cited above, where the obligation of the father is to maintain his children in a dignified and honourable manner while at the same time recognizing that no one should be burdened beyond his capacity. However, what are the needs of the minor and what is the financial capacity of the father is to be determined on the basis of evidence while keeping in view that such determination cannot be static given that the needs of the minor and the financial capacity of the father can also change over time. The Islamabad High Court has delineated the factors that are to be considered by the Courts in determining the quantum of maintenance including the types of evidence that would ordinarily be required to prove those factors<sup>14</sup>. While case of *Muhammad Touseeq Danial Bhatti supra* relates to interim maintenance, in my view, several (if not all) of the principles/factors enunciated therein can also be applied to the determination of the final maintenance amount. For instance, the financial status of the father should be based upon salary slip(s), bank statement(s), income tax record, and business income reflected on record or through any other documentary proof placed by either side in the Court; the needs of minor should be considered on the basis of social

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<sup>14</sup> “*Muhammad Touseeq Danial Bhatti vs. Ayesha Naeem and 2 others*” (2021 MLD 337).

stratification of family in which minor has been brought up; in cases, where father being civil servant or employee of any organization, department or company has not appended his salary slips or bank statements, the Court shall ask for an undertaking or affidavit regarding his salary and thereafter shall fix the interim maintenance, however after the trial of the case, if the Court comes to the conclusion that at the time of fixation of interim maintenance allowance the father/husband has stated a fact beyond his pleadings or undertaking, which is found to be false, such father be burdened with heavy costs and action of perjury may also be initiated against him. Moreover, the need to strike such a balance has also been highlighted in number of reported judgments<sup>15</sup>. In case of *Humayun Hassan supra*, the Supreme Court held as under:

“4. Heard. There can be no cavil with the proposition that the maintenance issue(s), in relation to Muslim relatives shall be governed and regulated by the principles/injunctions of Islam i.e. as per the personal law of the parties. In this context, according to section 369 of the Muhammadan Law by D.F. Mullah, maintenance means and includes food, raiment and lodging. However, it may be observed that from the very language of the above section, such definition is neither conclusive nor exhaustive, and in our view it undoubtedly has a wider connotation and should be given an extended meaning, for the purposes of meeting and catering for the present days social, physical, mental growth, upbringing and well-being of the minor, keeping in mind the status of the family, the norms of the society and his educational requirement, which has now attained utmost importance[<sup>1</sup>]; but obviously corresponding to and commensurating with the means and the capacity of the father to pay.”

*(Emphasis supplied)*

It follows from the above referred judgments that in determining maintenance, the Court has to strike a balance between the needs of the minor and the earning capacity of the father. The object of the

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<sup>15</sup> “Ayesha Hashmat Kamal and 2 others vs. Additional District Judge and 2 others” (2024 CLC 141); *Humayun Hassan supra* 2.

law, no doubt, is to provide financial security to children and to ensure that a father does not avoid his legal, moral and religious obligation to maintain his children, however, the purpose is certainly not to penalize the father or to place a burden on him, greater than he can actually bear. It has been held that “*Islam does not compel a person to do an act beyond his capacity, therefore, social status of the petitioner and level of legitimate financial sources which are eminent factors for deciding the quantum of maintenance shall not be ignored*”<sup>16</sup>. The Courts in determining the quantum of maintenance cannot act in an arbitrary and whimsical manner and the quantum of maintenance should be reasonable having regard to the evidence on record in respect of the financial resources of the father and the needs of the minor. Maintenance that is oppressive to the father (i.e., beyond his proven financial capacity) turns into financial penalization of the father, which is improper and against the spirit and policy of the law as such unbearable financial burden on father that may disable him to fulfil his other financial and social obligations.

Hence, the second question is answered in a manner that a father cannot be burdened beyond his financial means with his obligation to maintain bordering on and/or amounting to financial oppression and/or penalization. The Courts are obligated to strike a balance between the financial means of the father and financial needs of the minor.

15. The answer to third question also lies in the discussion in respect of the second question. The principle of striking a balance is applicable throughout and the Appellate Court below is required to maintain this balance. Moreover, this Court is of the view that the maintenance as also the financial resources is not a static rather changing phenomenon. The financial means of father as well as

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<sup>16</sup> “*M. Saleem Ahmed Siddiqui vs. Mst. Sabira Begum and others*” (2001 YLR 2329).

financial needs of the minor may undergo change positively, adversely and/or inversely as well. The Court, in determining the quantum of maintenance, cannot act in an arbitrary manner but should in fact carry out an evidence-based exercise to determine the needs of the minor and the financial capacity of the father in terms of his earnings and assets etc. It is equally clear that fixation of an oppressive or over burdensome quantum of maintenance, without regard to the father's sources of income, is also improper and cannot be allowed. In this regard, the Supreme Court of Pakistan<sup>17</sup> held as under:

“9. .... the Family Court is under an obligation while granting the maintenance allowance, to keep in mind the financial condition and status of the father. It has to make an inquiry in this regard. It cannot act arbitrarily or whimsically. Furthermore, at the same time, the unjust enrichment of the minors cannot be permitted at the cost of the father”.

*(Emphasis supplied)*

In application of the principles emanating out of the above discussion, it may be stated that while the maintenance can be enhanced and is enhanced statutorily and/or by decree of the Court, the same can be reduced as well with the changed financial circumstances of the father.

16. Having above analysis in sight, the facts of the present case need to be re-visited. It is important to note that the quantum of the petitioner's earning was not at dispute between the parties in 2015/2016 when the suit was instituted by the respondents and the written statement was filed by the petitioner. The respondents asserted and the petitioner could not refute that his income at the relevant time was 14,500 Qatari Riyals. However, the suit was decided in 2019 by which time, the petitioner alleges that his circumstances had changed. Before making further comments on the factual aspects of this case, it is pertinent to observe that family as a

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<sup>17</sup> “Tauqeer Ahmad Quershi vs. Additional District Judge, Lahore and 2 others” (PLD 2009 SC 760).

whole, in the absence of its disintegration on account of dissolution of marriage between spouses, sails through ebb and flow of life as a unit and all the members of the family weather the storm by holding their hands together. Therefore, under a normal situation, where parents are not separated or the child is living with a custodial parent/father, the family/mother and the children, as the case may be, would have easily adjusted to the change brought into their lives on account of the financial distress of a father resulting into cutting unnecessary expenses, prioritizing basic needs, and maintaining a positive family dynamic to navigate the challenges together, in order to foster a sense of shared responsibility and simply because the parents (the petitioner and respondent No.1) have decided to separate does not mean that adverse change in financial means, of the father-the petitioner, should not be seen with positive approach by respondent No. 1 or the minor. This social aspect of the matter must be kept in sight by the Courts while fixing or re-fixing, increasing or decreasing the amount of the maintenance. The petitioner did assert in his testimonial evidence that his work was project based and that he was not employed when there was no project, however, this was a mere assertion and no documentary proof was presented at the time of trial to substantiate this fact. The Trial Court, therefore, relied on the employment contract (Mark P/1) submitted by the respondents to determine the income of the petitioner, which was not denied and/or disputed by the petitioner at that time and thus, the said Court acted on the basis of the documentary evidence before it. However, in appeal, the petitioner did make an attempt to bring on record additional evidence including an employment contract, which according to the petitioner demonstrated that he did not have the same earning capacity as he did in the year 2015 and that his earnings had substantially diminished. The Appellate Court below

however, did not allow those documents to be brought on record for two reasons; firstly, it observed that the petitioner had already made an admission in his written statement as regards the quantum of income; and secondly, that the documents being sought to be brought on record had not been attested by the Pakistan Embassy, Doha. This Court is of the view that the Appellate Court below fell in error in its reasoning and approach. Firstly, the fact that an admission had been made by the petitioner as regards his income in 2016 did not mean that the petitioner's circumstances could not have changed subsequently. The determination of maintenance was being made some four years after the institution of the suit and the admission made therein and the Appellate Court below ought not to have disregarded this material fact. Secondly, disallowing the admissibility of all documents on the ground that they were not attested by the Pakistan Embassy without discussing the relevant law and how it applied to each of the documents sought to be brought on record, was also not justified. There is nothing that bars the admissibility of a private document (sought to be brought on record by the petitioner), which the petitioner claims to be original, because it has not been attested by the Pakistan Embassy. It is pertinent to mention that respondent No.1/the plaintiff was allowed to produce an employment contract of the petitioner in evidence that was relied upon by the Trial Court in its judgment (Mark P/1). Furthermore, it has been held that although the provisions of Qanun-e-Shahadat Order are not as such applicable to the proceedings of family cases, yet the Act empowers the Court to make its own assessment<sup>18</sup>. The Appellate Court's judgment did not provide valid grounds for disallowing the admissibility of the documents sought to be brought on record by the petitioner losing the sight of Section 17-A (4) of the Act, which confers authority and power upon the Court to summon relevant documentary evidence from any organization, body or

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<sup>18</sup> "Muhammad Kashif vs. Additional District Judge and 3 others" (2022 MLD 1995).

authority to determine the estate and resources of the defendant. This provision underscores the importance of determining through cogent and concrete evidence the financial status of the husband/father by the Court where the Court is not limited to the evidence led by the parties but can go further and obtain such information from the relevant authorities itself. It is, therefore, clear that the Court is required to make every effort, even if it entails obtaining information on its own, to determine the sources of income of the husband/father<sup>19</sup>. Needless to mention that question regarding proof of the documents, their contents and their evidentiary value could all be determined and assessed by the Court, once they had been brought on record. It has been held by this Court that an Appellate Court hearing an appeal under Section 14 of the Act has the power to call for additional evidence should it deem necessary<sup>20</sup>. I am of considered opinion that this was a fit case for allowing additional evidence to be produced as regards the financial status and earning capacity of the petitioner given the passage of time since the institution of the suit. Furthermore, this would also be in accord with the principles discussed above whereby the husband/father has to make a full disclosure regarding his source of income and if he wishes to bring such evidence on record then the Court should adopt a liberal approach in this respect. It is reiterated that allowing the documents to be brought on record does not preclude the Court from assessing the documents and forming a view as regards their evidentiary value. Such an exercise would also be in accord with the Court's paramount duty to determine the financial status of the husband/father on the basis of cogent, tangible and reliable evidence.

17. In view of the above discussion, both the petitions are **partially accepted**. Findings to the extent of maintenance of the minor as well as the alternate value of dowry articles are set aside

<sup>19</sup> “*Muhammad Shakir v. Additional District Judge, Islamabad-West and 5 others*” (2021 CLC 809); “*Khalid Mahmood vs. Naseem Akhtar and others*” (2019 MLD 820).

<sup>20</sup> “*Saeed Baig vs. Mst. Kishwar Sultana and 2 others*” (2002 MLD 57).

and the matter is remanded to the Appellate Court below for decision afresh in respect of the maintenance of the minor and determination of the alternate value of the dowry articles with the observation that matter be decided expeditiously preferably within a period of two months from the receipt of certified copy of this judgment. Remaining findings to the extent of claim of respondent No.1 in respect of her maintenance and the gold ornaments are maintained.

18. **Disposed of** in above terms.

19. Before parting with the judgment, the valuable assistance rendered by the learned *amicus curiae* as well as the learned Law Officer is acknowledged with thanks.

(ANWAAR HUSSAIN)  
JUDGE

*Approved for reporting*

*Judge*

*Maqsood*