

Stereo. H C J D A 38.
JUDGMENT SHEET

LAHORE HIGH COURT
BAHAWALPUR BENCH BAHAWALPUR
JUDICIAL DEPARTMENT

Writ Petition No. 9437/2024

Ejaz-ur-Rehman **Versus** Additional District Judge etc.

J U D G M E N T

Date of Hearing:	19.11.2025
petitioner by:	Mr. Tariq Mehmood Khan, Advocate.
Respondent No.3 by:	Mr. Muhammad Latif Pirzada, Advocate.

Anwaar Hussain, J. Through this constitutional petition under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973, the petitioner has called into question order dated 02.02.2024 passed by the Executing Court and judgment dated 23.10.2024 passed by Appellate Court below, pursuant whereto application of the petitioner seeking cancellation of warrants of arrest on account of compromise was concurrently dismissed by both the Courts below.

2. By way of factual background, it has been noted that on 04.03.2021, respondent No.3 (“**the respondent**”) instituted a suit for recovery of maintenance allowance, dowry articles and dower with the averments that at the time of her marriage, she was given dowry articles valuing Rs.1,240,000/- as per list of dowry articles annexed with the plaint and her dower in terms of Columns No.13 and 17 of *nikahnama* was fixed as Rs.3,000/- cash, one constructed room with four walls and hand pump etc., and despite

repeated demands, the petitioner has neither returned the dowry articles nor paid the dower or maintenance allowance to the respondent. The respondent contested the suit by filing written statement. The defence taken by the respondent is that father of the respondent fraudulently got transferred their (respondent's) land in his name whereupon father of the petitioner instituted a suit for declaration which was decreed and when fraud committed by father of the respondent was proved, she left the house of the petitioner at her own. Regarding dower, the petitioner took the plea that only a sum of Rs.3,000/- was fixed as dower of the respondent, which has been paid, however, he has given a property consisting of one room with four walls, hand pump etc., to the respondent for residence. He denied that the respondent was given any dowry articles. After framing of issues and recording of evidence, the Trial Court decreed the suit of the respondent, *vide* judgment and decree dated 15.03.2023, in the terms that she was held entitled to recover maintenance allowance at the rate of Rs.5,000/- per month from one month prior to institution of the suit till payment of her dower and in case of divorce till expiry of her *iddat* period, i.e., three months and recover cash amount of Rs.3,000/-, as her dower and one room with four walls and hand pump etc., for residence purpose. She was also held entitled to recover dowry articles (except gold and silver ornaments, fridge, one buffalo and five she goats) or a sum of Rs.80,000/- as alternate price thereof. No appeal was filed against the said judgment and decree.

3. On 13.06.2023, the respondent filed petition for execution of the judgment and decree dated 15.03.2023 wherein non-bailable warrants of arrest of the petitioner were issued. On 16.09.2023, the petitioner filed application for cancellation of warrants of arrest of the petitioner on the ground that a compromise has been effected

between the parties, which was contested by the respondent by filing written reply denying any compromise. The application of the petitioner for cancellation of warrants of arrest was dismissed by the Executing Court *vide* order dated 02.02.2024. Feeling aggrieved, the petitioner filed appeal, which also met with the same fate, *vide* judgment dated 23.10.2024 passed by the Additional District Judge, Liaqatpur. Hence, the present writ petition has been filed.

4. It is the contention of the petitioner that the nature of application was such that it should have been decided in terms of Section 47 of the Code of Civil Procedure, 1908 ("CPC") as the parties had entered into compromise and pursuant to the settlement agreed upon, there was nothing outstanding against the petitioner being a judgment debtor. Conversely, learned counsel for the respondent has supported the impugned findings of the Courts below.

5. Arguments heard. Record perused.

6. It stands admitted that the respondent had obtained a decree for dowry articles and dower on 15.03.2023. It is equally undisputed that on the following day, the parties executed a document styled as a *Talaqnama* that reads as under:

"طلاق نامہ"

من کے اعجاز الرحمن ولد مولوی خلیل الرحمن ذات دھاندھو سکنہ موضع فاضل پور تحصیل لیاقت
پور ضلع رحیم یارخان باحوش و حواس خمسہ اس بات پر اقراری ہوں کہ من مقرر کی شادی ہمراہ
روبینہ بی بی دختر محمد کی ذات دھاندھو سے ہوئی تھی۔ ماہین فریقین اختلاف پیدا ہو گیا جسکی بنا پر
مسماۃ رو بینہ نے فیملی کورٹ لیاقت پور میں دعویی نان و نفقة و سامان جھیز وغیرہ کر رکھا ہے۔ اب
ماہین فریقین معززین علاقے نے اس طرح سے راضی نامہ کرا دیا ہے کہ من مقرر ہمی رضامندی
مسماۃ رو بینہ بی بی اپنی زوجیت سے الگ کر کے طلاق ٹلاش دوں اور اس طرح من مقرر مسماۃ رو بینہ کو

اپنی زوجیت سے الگ کر رہا ہے اور اسے طلاق طلاق طلاق مٹا شدے کر آج زوجیت سے الگ کر دیا ہے۔ اور وہ جب چاہے بعد عدت عقد ثانی کر سکتی ہے جبکہ مسماۃ رو بینہ بی عدالت لیاقت پور میں پیش ہو کر اپنا دعویٰ بصیرہ واپسی لینے کی پابند ہے اور وہ عدالت میں پیش ہو کر بیان دے گی کہ اس کا کوئی مطالہ باقی نہ رہا ہے ہر قسم کی حرفرسی ہو چکی ہے اور وہ آئندہ کسی قسم کا مطالہ نہ کرے گی۔ طلاق نامہ رو برو گواہان و مسماۃ رو بینہ تحریر و تکمیل کر دیا ہے تاکہ سند رہے اور بوقت ضرورت کام آؤے"

(Emphasis supplied)

Perusal of the *Talaqnama*/compromise indicates that ostensibly, the respondent undertook to withdraw all her claims. On the strength of this document/*Talaqnama*, the petitioner contends that nothing is outstanding whereas the respondent asserts that she was misled into signing the said document by the petitioner, who is closely related to her. Suffice to note that the *Talaqnama*, which the petitioner contends as a compromise, reflects no detail, whatsoever, regarding how the respondent's decretal entitlements, particularly the dowry articles were satisfied within 24 hours of the passing of the decree. No amount, alternate payment of dowry articles or mode of satisfaction of the decree is recorded. Significantly, the petitioner's own objections filed on 16.09.2023, in execution proceedings, contemplate that although divorce had been pronounced, the respondent's entitlements would be satisfied by him "in future". Relevant part of objection petition reads as under:

"3۔ یہ کہ دوران ساعت دعویٰ فریقین کے درمیان اس طور پر راضی نامہ ہوا کہ مدعا علیہ مدعا عیہ کو طلاق مٹا شد کیا اپنی زوجیت سے الگ کر دے گا۔ جسکے بعد مدعا عیہ بعد عدت عقد ثانی کر سکے گی۔ اور ساتھ ہی مدعا عیہ نے جو حق رسی طلب کی ممن مدعیون اسکی حق رسی کرے گا۔"

(Emphasis supplied)

The above quoted para of the objection petition filed by the petitioner defeats the plea of the petitioner that the decree stood lawfully satisfied.

7. The argument of learned counsel for the petitioner that whether the decree was satisfied immediately or not should be decided by the Executing Court by framing issues, in terms of Section 47 of the CPC, is misconceived inasmuch as Family Courts Act, 1964 (“**the Act**”) establishes a protective procedural framework, recognising the inherent social imbalance in matrimonial disputes empowering the Court to devise its own procedure. By necessary implication, this protective framework extends to the Courts executing the decrees. Execution proceedings, therefore, cannot be permitted to transform into forums where vague, uncertain or potentially exploitative documents are allowed to defeat decrees duly passed in family matters without a clear, proven and lawful satisfaction of the decree. This Court cannot lose sight of the social realities in which women—particularly illiterate, domestic and dependent women—are often vulnerable to pressure, manipulation and unequal bargaining circumstances. These considerations, although social in nature, have legal consequences: they reinforce the need for strict scrutiny of compromises allegedly extinguishing women’s post-marriage entitlements, especially when such compromises are executed within less than 24 hours of passing of a decree in favour of the woman and contain no definite terms regarding satisfaction of decretal rights.

8. In the present matter, the only clause of the *Talaqnama* that carries certainty is the mutual consent to effect divorce. All other clauses are vague, indeterminate and unsupported by any material, besides being contradicted by the petitioner’s own stand in the objection petition. Allowing such a document to frustrate a decree would erode the statutory purpose of the Act and undermine the protection it affords to vulnerable litigants/women who may not be

fully aware of their legal rights or the consequences of the documents they are induced to sign.

9. For the foregoing reasons, this Court holds that both the Courts below acted strictly in accordance with law in refusing to accept the *Talaqnama* as a compromise having effect of valid satisfaction of the decree dated 15.03.2023. Their concurrent findings warrant no interference. The petition is, therefore, **dismissed**.

(ANWAAR HUSSAIN)
Judge

Approved for reporting.

Judge

Akram