

IN THE SUPREME COURT OF PAKISTAN
(APPELLATE JURISDICTION)

PRESENT:

JUSTICE YAHYA AFRIDI, HCJ
JUSTICE MUHAMMAD SHAFI SIDDIQUI
JUSTICE MIANGUL HASSAN AURANGZEB

CPLA NO.1330-L OF 2025

(Against order dated 29.05.2025 of the Lahore High Court, Multan Bench, Multan passed in writ petition No.5573 of 2025)

Sajid Hussain

...Petitioner

Versus

Additional District Judge, Vehari and Others

...Respondents

For the Petitioner: Syed Tayyab Nasir Mahmood Jafri, ASC.

For the Respondents: Not represented.

Date of Hearing: 27.10.2025

ORDER

MIANGUL HASSAN AURANGZEB, J.- Through the instant petition, the petitioner Sajid Hussain, assails the order dated 29.05.2025 passed by the Lahore High Court, whereby writ petition No.5573 of 2025 filed by him against the judgments and decrees dated 13.02.2025 and 02.05.2025 passed by the family court and the appellate court, respectively, was dismissed *in limine*.

2. Waqar Hussain / respondent No.4 ("Waqar") and Mst. Iqra Bibi / respondent No.3 ("Iqra") got married on 24.05.2021. The marriage was short-lived. Iqra's position was that just after ten to twelve days of marriage, Waqar tortured her but she continued living with him for the sake of her parents' honour. It was when she demanded her dower mentioned in column No.16 of the *nikahnama*, Waqar expelled her from her matrimonial abode after which she started living with her parents.

3. As per clause 16 of the *nikahnama* (Exh.P5), in lieu of dower Iqra was to be given 39 *kanals* of land in *khewat* No.44/43, *khatooni* No.113/121, *mouza* Muhammad Shah, Tehsil Mailsi, District Vehari valuing Rs.78,00,000/- ("**dowered land**"). As per the Record of Rights at the time of *nikah*, this property was owned by Waqar. Through mutation No.5390 dated 02.06.2021 Waqar transferred this land to his father, Ghaffar Hussain Shah, who transferred it to his other son Israr Hussain Shah / respondent No.5 ("Israr") through registered Deed No.2699/1 dated 14.06.2021 and mutation No.5396 dated 14.06.2021. The petitioner asserts that out of the 39 *kanals* of land, he purchased 16 *kanals* through mutation No.5400 dated 21.06.2021, and the remaining 23 *kanals*, 10 *marlas* through registered Sale Deed No.5455/1 dated 17.12.2022 and mutation No.5582, dated 17.12.2022 from Israr. The petitioner claims to be a *bona fide* purchaser of the dowered land having no prior knowledge of entries in column No.16 of the *nikahnama* dated 24.05.2021.

4. On 01.09.2021, Iqra filed a suit for recovery of dower and maintenance allowance. This suit was decreed *ex parte* on 01.12.2021. The petitioner and Israr filed separate applications for the setting aside of the *ex parte* judgment and decree. These applications were allowed vide order dated 22.05.2024 and Iqra was directed to file a plaint wherein the petitioner and Israr are impleaded as defendants. Iqra's appeal against the said order was dismissed by the appellate court vide judgment dated 14.12.2024. Thereafter, an amended plaint was filed before the trial court. In the post-remand proceedings, Israr was proceeded against *ex parte*. The suit was contested by the petitioner by filing a written statement. From the divergent pleadings of the contesting parties, the trial court

framed issues vide order dated 18.01.2025. After a long-drawn-out trial, on 13.02.2025 the suit was decreed once again. The appeal preferred by the petitioner against the judgment and decree of the trial court was dismissed by the appellate court vide judgment and decree dated 02.05.2025. Writ petition No.5573/2025 filed by the petitioner against the said judgments and decrees was dismissed by the high court vide order dated 29.05.2025, which has been assailed in the instant petition.

5. Learned counsel for the petitioner, after narrating the facts leading to the filing of the instant petition, submitted that prior to purchasing dowered land from Israr, the petitioner had no knowledge as to the entries in column No.16 of the *nikahnama* dated 24.05.2021; that the petitioner was a *bona fide* purchaser of the dowered land; that the petitioner had purchased 16 *kanals* out of the dowered land through mutation No.5400, dated 21.06.2021 (i.e., prior to the institution of the suit), whereas the remaining portion of 23 *kanals*, 10 *marlas* was purchased through registered Sale Deed No.5455/1, dated 17.12.2022 (i.e., after the institution of the suit); that it was Waqar's obligation to pay maintenance and dower claimed by his wife, Iqra; that the petitioner was neither a signatory nor a witness to the *nikahnama*; that a claim for dower could not be made against the petitioner; and that even otherwise, the *nikahnama* dated 24.05.2021 is forged and fictitious. Learned counsel for the petitioner prayed for the petition to be allowed.

6. We have heard the contentions of the learned counsel for the petitioner and have perused the record with his able assistance. The facts leading to the filing of the instant petition have been set out in

sufficient detail in paragraphs 2 to 4 above and need not be recapitulated.

7. As mentioned above, Iqra's suit was decreed *ex parte* on 01.12.2021. For the setting aside of the *ex parte* judgment and decree, the petitioner filed an application on 05.04.2022. On the said date, he had also filed an application to be impleaded as a defendant in the suit. What can be deduced from this is that by 05.04.2022 the entry of the dowered land in column No.16 of the *nikahnama* dated 24.05.2021 was well within the petitioner's knowledge. The petitioner being equipped with this knowledge went ahead and purchased the second chunk of dowered land measuring 23 *kanals*, 10 *marlas* through registered Sale Deed No.5455/1, dated 17.12.2022 (Exh.D6) and mutation No.5582, dated 17.12.2022 (Exh.P9). This fact makes the petitioner's claim as to being a *bona fide* purchaser of the dowered land and having no knowledge as to its encumbrance on the basis of the *nikahnama* dated 24.05.2021, totally without substance.

8. The petitioner does not dispute the factum of the *nikah* between Waqar and Iqra but asserts that the *nikahnama* dated 24.05.2021 (Exh.P4) is forged and fictitious. Learned counsel for the petitioner did not present any explanation for not challenging the validity of the said *nikahnama* once he came to know as to its existence. Iqra was successful in proving the execution as well the contents of the *nikahnama* by producing the Secretary of Union Council No.24, Budh Ghulam Muhammad, Tehsil and District Vehari as PW-4 and the *Nikah* Registrar as PW-5. Both these witnesses gave testimony consistent with Iqra's stance that the

nikahnama was duly executed and registered and that the entries in column No.16 thereof mentioned the dowered land.

9. It was to defeat Iqra's efforts to recover her dowered land and to embroil her in lengthy litigation that Waqar and Israr along with their father, Ghaffar Hussain Shah, resorted to the nefarious design of executing transactions for the transfer of the dowered land between themselves and then with the petitioner over a span of just 20 days. Iqra has been languishing in different courts ever since she instituted the suit on 01.09.2021. For the past four years, Iqra has been clamoring for her ownership rights over the dowered land by resorting to the agony of litigation.

10. An interesting aspect of this case is that Waqar had instituted a suit before the court of the Civil Judge, Mailsi, Vehari against his father, Ghaffar Hussain Shah, his brother, Israr as well as the petitioner praying for a declaration to the effect that the transfer of the dowered land through mutations and sale deeds referred to in paragraph-3 above are false, scandalous, without consideration and fictitious. Apparently, issues in this suit were framed but Waqar chose not to produce evidence and consequently vide order dated 25.11.2023, the suit was dismissed for want of evidence.

11. On 07.06.2021, there was yet another suit filed by one, Qaswar Hussain Shah (who is Waqar's close relative) for the specific performance of an oral agreement dated 05.06.2019 to sell 40 *kanals* of land (including the dowered land) against Waqar. Other than Waqar, Israr, the petitioner, and Ghaffar Hussain Shah were also defendants in this suit. As per the contents of this suit, the cause of action for filing the suit accrued to Qaswar Hussain Shah on 02.06.2021 when Waqar transferred the dowered land to his

father through mutation No.5390, dated 02.06.2021. Waqar appeared in this case and on 28.06.2021 recorded his statement to the effect that he had entered into an agreement to sell the said land to Qaswar Hussain Shah and had also handed him over possession on receipt of sale consideration amounting to Rs.55,00,000/-; and that subsequently, Waqar's father, Ghaffar Hussain Shah and brother, Israr abducted him and fraudulently transferred the said land from his name. He also stated that Qaswar Hussain Shah's claim is truthful and that he would have no objection if the suit was decreed. Ghaffar Hussain Shah on 29.03.2022 also recorded his statement to the effect that Waqar had not transferred the dowered land in his favour through mutation No.5390 dated 02.06.2021; and that he would also have no objection if Qaswar Hussain Shah's suit is decreed. There is nothing on the record to indicate whether this suit was decreed or not. It is also not understandable as to why the petitioner has annexed documents with respect to the said suit in the instant petition when the memo of the petition has no reference to the said suit.

12. Be that as it may, we are of the view that once a certain property is entered in the *nikahnama* as a wife's dower and such dower is to be paid on demand (*andal talab*), the husband is to keep the property reserved for transfer to the wife as and when she makes the demand. In the case at hand, after Iqra left her matrimonial abode, her husband, Waqar transferred the dowered land to his father, Ghaffar Hussain Shah, who in turn transferred it to his other son, Israr, who has transferred it to the petitioner. These transfers have been made through mutations which are a part of the record. These transfers were made within a short span of twenty days. The

petitioner's claim as to being a *bona fide* purchaser of the dowered land is not believable as he had purchased 23 *kanals* and 10 *marlas* of the dowered land on 17.12.2022 and by this time, he had already filed an application to be impleaded as a party in respondent No.3's suit. Consequently, he was well aware of the entry of the dowered land in the *nikahnama* dated 24.05.2021 when he purchased the 23 *kanals* and 10 *marlas*. If at all the transaction between the petitioner and Israr was an arm's-length transaction, the petitioner would have the remedy to recover from the latter the amount paid to him along with profit. The transactions with respect to the dowered land behind Iqra's back would be of no consequence, in that they cannot operate to deprive her from asserting ownership with respect to the dowered land.

13. Since we have been given no plausible reason to interfere with the three concurrent judgments under challenge, leave to appeal is declined and consequently, the petition is dismissed.

Chief Justice

Judge

Islamabad, the
27th October, 2025
Approved for reporting
[*Ehtesham*]

Judge