

Reforming the Procedure of Nikah Proceedings in Pakistan

Areesha Jawad Butt*

Abstract

This paper analyses the procedure revolving around Muslim marriages in Pakistan and focuses on the case law, describing the role of a 'Nikahnama'¹ and a 'Nikah registrar' in the said procedure. The paper elaborates upon the Nikahnama as a 'public document' in the eyes of the law, along with instances where the said document has been subject to vagueness, interpolation, or simply denial by parties in cases of abduction or coercion. It will also highlight the role of a 'Nikah registrar' as a 'public officer,' outlining his duties along with instances where the Nikah registrar has been guilty of connivance and has failed to fulfil his obligations diligently or honestly. The paper eventually highlights various loopholes and issues pertaining to the Nikahnama and the Nikah registrar, which ultimately lead to several procedural deficiencies. It concludes with a few recommendations and reforms that are required to address these procedural deficiencies in order to make the system efficacious and to avoid unnecessary litigation that proves to be detrimental to the interests of the parties involved.

Keywords: Marriage, Marriage Contract, Muslim Family Law, Nikah, Nikahnama, Nikah khawan, Nikah Registrar

Introduction

Marriage is a contractual relationship that an average human being would form at least once in their life. The impact of this bond is not restricted to one's private life alone, as a person's marital status is tied with various other matters like dower, maintenance or inheritance of their property, allowances for married persons in their jobs, status on their identity cards and many other public related matters. In essence, numerous rights and duties are born as the result of matrimony, therefore, the procedure that revolves around the same needs to be efficient and effective in guarding against possible disputes or infringement of the rights of the parties involved. Following this aim in mind, a full-fledged system of 'Nikah Registrar' and 'Nikahnama' was introduced in Muslim Family Laws Ordinance, 1961.

This paper is divided into three parts. The first part will encapsulate the importance of Nikahnama as a public document. It will highlight the sanctity attached to it by the Courts in the form of presumption of truth. This part will also point out instances where entries of a Nikahnama are interpolated, left blank or vague by the parties involved, which signifies their carelessness and sometimes their malicious intent for gaining an undue advantage. Additionally, it will also briefly refer to instances where despite having a valid Nikahnama, the existence of marriage becomes questionable due to denial by one of the spouses, or in other cases where some undue influence, coercion, or an instance of abduction is involved.

* B.A. LL. B (Hons) Lahore University of Management Sciences (LUMS), Shaikh Ahmad Hassan School of Law (SAHSOL).

¹ A marriage contract with a set format of terms witnessed by two witnesses and registered under Muslim Family Laws Ordinance, 1961.

The second part of the paper will shift the attention towards another important player in the Nikah proceedings in Pakistan i.e., the Nikah registrar. This part will shed light on the role of Nikah registrar as a public officer and the duties that he is obligated to perform under the law, in the capacity that he holds. This part will also identify the instances where major connivance on part of the Nikah registrar has led to disputes and ill will between the parties.

The final part will identify some problems that result from the system that governs Nikah proceedings in Pakistan, of which the Nikahnama and Nikah registrar are the two dominant players. Moreover, the paper also refers to actual copies of the Nikahnama to highlight that the procedure revolving around Nikah proceedings in Pakistan is not effective and fool proof. It is misused on a routine basis, and the Nikah registrar has not been an effective authority for overseeing this procedure.

The purpose of this paper is to evaluate this system, subsequently, identifying its deficiencies and shaping possible solutions for its improvement. It attempts to address these issues by proposing some required changes and reforms in the system, specifically pertaining to the authority of the Nikah registrar. The aim is to eventually make the system efficacious and reduce the load of litigation by preventing disputes that arise due to inattentive use or misuse of the Nikahnama and incompetency of the Nikah registrar.

The Nikahnama

As a document, the ‘Nikahnama’ has a very crucial place in Muslim marriage proceedings. Although Islam does not require a written document for solemnisation or the validity of Nikah,² it is an important and a fundamental proof of marriage and forms part of the procedure for evidentiary purposes.

It has been settled by the law that Family Courts have jurisdiction in cases that arise out of the Nikahnama. Section 5 of the Family Courts Act gives Family Courts “exclusive jurisdiction to entertain, hear, and adjudicate upon matters specified in Part I of the Schedule”, and in the said Schedule, Entry No.10 states, “any other matter arising out of the *Nikahnama*”.³

The same was upheld in the case *Mithan v Additional District Judge, Jatoi*, in which the Lahore High Court held that Entry No.10, as added in the Schedule by an amendment of 2015, can have retrospective effect, since a change of forum is a procedural formality required by law which essentially benefits the parties.⁴ Therefore, in matters arising out of a Nikahnama, Family Courts exercise exclusive jurisdiction.

‘Presumption of Truth’ is attached with Nikahnama i.e., a ‘Public Document’

The Courts have, time and again, upheld the importance of Nikahnama by terming it as a ‘public document’ which has a strong ‘presumption of truth’ attached to it. Whichever party disputes on

² D.F. Mulla, *Principles of Mahomedan Law* (Law Publishing Company 1977) 256.

³ The Family Courts Act 1964, s 5.

⁴ 2017 MLD 1101.

any term of the Nikahnama or the nature of the said document, it has to bear the burden of proving such contentions.

In *Nabeela Shaheen v Zia Wazeer Bhatti*,⁵ the petitioners claimed recovery of dower, dowry articles, maintenance allowance, as well as maternity, and other expenses for the minor son. The respondent (husband) denied the same saying that wife was residing away, but the Court held that no evidence proving that could be shown. Hence, the minor son in general, and the wife (during subsistence of marriage) is entitled to maintenance. In this case, the Lahore High Court highlighted the significance of Nikahnama as a public document and stated the procedure surrounding its use and application. The Court observed:

“Nikahnama is a public document which is registered under the Muslim Family Laws Ordinance, 1961 and as such presumption of truth is attached to it. According to law, four copies of the ‘nikahnama’ are prepared, out of which one is kept by Nikah Registrar, second is sent to the concerned Municipal Corporation, Municipal Committee or Union Council, third copy is supplied to the bride, and the fourth one is given to the bridegroom. The very object behind it is so that each party may verify the entries in the Nikahnama according to the terms of marriage settled between them.”⁶

In the said case, when the question of interpolation in the entries of the Nikahnama arose, the Court, while relying on a precedent,⁷ mentioned that if a concerned party believes that the Nikah registrar has interpolated in the entries of the Nikah register, then the aggrieved party can approach the Deputy Commissioner for the correction of the entry, since the Deputy Commissioner is the controlling authority for the said matter.⁸ The Court clearly stated that the onus lies on the person who contends that the entries in the Nikahnama are incorrect to prove the same through strong evidence, otherwise the Court attaches a ‘presumption of truth’ to the Nikahnama while affirming its entries.⁹

In cases where land is to be given as dower to the wife, and no description of the land is stated in the Nikahnama, the Court has held that a member/Officer of the Revenue Authorities would be appointed to determine the average price per kanal of the said land, and the wife would then be entitled to the ascertained market value as her dower amount.¹⁰

Hence, in the case discussed above, the Court outlines the entire procedure of application and use of Nikahnama, elaborating on how missing terms like the value of property for dower is to be ascertained and what avenues are available in case of any interpolation in the Nikahnama by the Nikah registrar.

In another case, *Nazish Ishaq v Additional District Judge Liaquatpur*, the respondents contended that the Nikahnama is not a public document. The Court held otherwise and stated that

⁵ PLD 2015 Lahore 88.

⁶ Ibid [8].

⁷ *Muhammad Aslam v Mst. Suraya* PLD 2000 Lahore 355.

⁸ Ibid.

⁹ Ibid.

¹⁰ Ibid.

the transfer of property by way of dower at the time of marriage was not a sale “and entries in Nikahnama showing transfer of property in lieu of dower would be sufficient evidence of events and arrangements which had already been subscribed to by the parties and since it was not a sale, it did not require registration.”¹¹

In *Sumaia Bibi v Additional District Judge*,¹² the issue was whether the petitioner was entitled to recover dower from the defendant as mentioned in the Nikahnama. The defendant/respondent contended that the entries in column no.16 of the Nikahnama were not settled during the Nikah and were added later by the petitioner and her parents in connivance of the Nikah khawan. However, during cross-examination, the respondent admitted that he did sign the Nikahnama and did not challenge any entry pertaining to column no.16. The Court opined, “[i]t is well settled law that men can, but documents cannot tell a lie.”¹³ The claim of the petitioner was established as the Court said, “[c]opy of ‘Nikah Nama’ is a public document and as such does not require any formal proof and strong presumption of truth is attached to entries made in Nikah Nama.”¹⁴

In cases where interpolation in the Nikahnama is contended, the Courts uphold the basic principle of ‘presumption of truth’ attached to a Nikahnama and minutely scrutinise the facts and rebuttals by the contending party to be convinced otherwise. In the case *Asif Shehzad v Additional District Judge, Muzaffargarh*, the Court held the view that in order to make a case for interpolation in the entries of the Nikahnama by the other party, the petitioner can produce the Nikah registrar or the witnesses on his behalf to prove the entries. The petitioner can also obtain the attested copy of the Nikahnama from the Union Council to match the entries of his copy with that of the Union Council. Furthermore, the Court found the petitioner’s contentions to be questionable based on the fact that he did not raise such concerns pertaining to interpolation in the Nikahnama during the subsistence of marriage. Hence, the Court attached presumption of truth with the Nikahnama on the ground that “human beings can lie, but documents cannot.”¹⁵

Although the Court has acknowledged that a fool-proof system exists to avoid any interpolation in the Nikahnama, the last observation of the Court seems questionable. This is because in the normal course of events, parties do not revisit their Nikahnama or ask for inspection of the entries in the Nikahnama copy that is in possession of their spouse. It is only when a seed of grievance is sowed that the question pertaining to entries in the Nikahnama is raised and at this point, some parties try to manipulate or interpolate the entries to get an undue advantage over the other party. In a happily subsisting marriage, it is not reasonable to suggest that parties should raise any objection to the Nikahnama, as it is not a concern for them, and neither do they have access to the copy that their spouses possess.

The principle of presumption of truth being attached to a Nikahnama is also true in cases where the Nikahnama is over, or nearly thirty years old. In the case *Haji Peeran Ditta v Shams-ud-Din*, the respondents claimed that they were entitled to inherit the property from their paternal-

¹¹ 2013 YLR 1118.

¹² 2018 YLR 2562.

¹³ Ibid.

¹⁴ Ibid.

¹⁵ 2018 YLR 1682, [7].

grandmother who contracted marriage with Rahim Bakhsh, while the petitioners disputed the fact by stating that no such marriage ever took place. The respondents presented the Nikahnama, which was thirty-years old, as evidence. The Court, while relying on Article 100 of the Qanun-e-Shahadat Order, 1984, held:

“The presumption of correctness is attached to the signatures and contents of a thirty-year-old document, if produced from proper custody and the person relying on need not prove its execution.”¹⁶

The cases above suggest that it is usual for parties to challenge the validity, credibility, and accuracy of the Nikahnama, but the Courts have attached a considerable level of sanctity to this document. This is because a party, which disputes any entry of a Nikahnama, has a considerable burden to prove its contentions. The Courts have holistically analysed the circumstances in each case, before upholding the ‘presumption of truth’ that is attached to a Nikahnama i.e., a ‘public document’ in the eyes of the law. However, this does not overrule the fact that an important document like a Nikahnama has been used, time and again, by parties to gain an undue advantage or be unjustly enriched, by interpolating some entries, especially pertaining to dower or talaq Tafwid, or by simply keeping the Nikahnama incomplete, blank, or vague. The case law in the following part highlights the problems related to interpolation and vagueness in the Nikahnama.

Interpolation and Vague elements in a Nikahnama

In the case *Nazish Ishaq v Additional District Judge Liaquatpur*, the respondents claimed that the plaintiff was not entitled to dower as column no.13 for amount of dower was left blank. Columns no. 14 and 15 did mention the dower, but the respondents claimed these entries to be fabricated. The Court held that the respondent’s contentions were baseless, as no Nikah is complete without dower¹⁷ and the writing suggests that the entries in columns 14 and 15 and the rest of the Nikahnama were filled in by the same person.¹⁸

In *Dr. Ghulam Mustafa Solangi v The State*, the Court held that the question of validity of Nikahnama cannot be raised if the parties’ signatory to the Nikahnama do not dispute the entries. Moreover, a marriage cannot be declared invalid on the ground that the Nikahnama does not disclose the correct addresses of parties, or if the column pertaining to marital status of one of the parties was left blank.¹⁹ In another case, *Atta Ullah Shah v ADJ, Islamabad*, the facts showed that the parties’ signatory to the Nikahnama had copies of the same, but with distinct entries pertaining to dower. The respondent claimed that her dower is still unpaid as per her copy of Nikahnama while the petitioner in his written statement mentioned that the dower was paid as reflected in the entries of his copy of Nikahnama. The High Court found that the Trial Court decreed and passed an ex-parte judgment only based on Nikahnama presented by the respondent, since the petitioner remained absent from the proceedings. The Trial Court overlooked the main contention pertaining to distinct entries in the respective copies of the Nikahnama of the petitioner and the respondent.

¹⁶ 2013 CLC 1140.

¹⁷ Muhammad Zubair Abbasi and Shahbaz Ahmad Cheema, *Family Laws in Pakistan* (Oxford University Press 2018) 69.

¹⁸ *Nazish* (n 11).

¹⁹ 2005 P.Cr.L.J. 1638.

The High Court held that it was the duty of the Trial Court to check the authenticity of the Nikahnama with the Union Council, as there were chances of forgery. Hence, a misreading of evidence was found on part of the Trial Court.²⁰

In the aforementioned cases, a common thread was that the entries of the Nikahnama were disputed, however, the existence of marriage (the main subject that a Nikahnama evidentially substantiates) itself was never a point of contention or dispute. In the following sections, various cases show that the existence of marriage became contentious despite having a valid Nikahnama present, for example in cases of abduction and undue influence.

Cases of Abduction

It is pertinent to make a short reference to some instances where parties, especially women, have denied their Nikah and have shown no reverence to their Nikahnama by fabricating events and stating false stories of them being abducted to get rid of a bond that was initially created by their free will. However, there are cases where forced marriages have taken place and the Nikahnama, in no way, signified free consent of these women. However, these will be discussed later in detail. In *Rana Khurram Shehzad v The State*, the alleged abductee, Mst. Iqra, levelled allegation of zina-bil-jabr against the co-accused, Rashid. Although she admitted being married to Rashid, she filed a suit for jactitation of marriage after joining her parents. However, the solemnisation of Nikah between the said parties was proved due to Nikahnama being available on record.²¹

In another similar case, *Ahmad Haseeb v The State*,²² the Court found no purpose in keeping the petitioner, who, just like in the former case, was a non-convict behind bars as no evidence was sufficient for his detention. However, the Court took a bold step in acknowledging a reality that one does not mention in the ordinary course of events, as usually women are a victim of male oppression and dominance. The Judge noted:

“I would like to observe about this disgusting trend in our society that firstly the girl elopes with her paramour, solemnizes marriage with him and later on when she joins her parents, she takes somersault and implicates her husband and in-laws on the asking of her parents.”²³

In another case, *Mst. Nagina v Muhammad Hussain*, the evidence failed to prove the alleged abduction of the plaintiff. The defendant was able to prove that the Nikah was solemnised with the free will of the plaintiff and there was no coercion or abduction, for which he had several witnesses, like the Secretary of the Union Council, the plaintiff’s grandfather who was her ‘wakeel’ at the time of Nikah, the witnesses, as well as the Nikah registrar. Since all these parties witnessed the Nikah and there was no proof of abduction, the denial of marriage by the plaintiff was not substantiated. On the other hand, the husband claimed that the plaintiff was carrying his

²⁰ 2015 MLD 484.

²¹ 2018 MLD 830, [12].

²² 2018 YLR 195.

²³ Ibid [2].

baby in her womb. The Court held that the circumstances reveal that the plaintiff has presented a fabricated and false story in her plaint pertaining to her abduction at her father's instigation.²⁴

Clearly, such cases reveal how, in various instances, women deny the valid existence of their Nikah by portraying a false story to present themselves as victims, which can lead to infringement of their spouses' rights and can result in emotional distress for them as well. Therefore, it is crucial to realise that Nikahnama is a highly valued and significant document that guards one's rights and enforces obligations that are unavoidable irrespective of circumstances, and where Nikahnama is dealt with frivolously, it should have severe repercussions.

Coercion or Undue Influence

In the case *Muhammad Zaffar Baig v Mst. Afsheen*, the petitioner contended that he was the respondent's student and the respondent asked him to sign the Nikahnama so that she can take revenge from her ex-husband. He said that he signed the Nikahnama and the Ikrarnama, which involved payment of maintenance, out of respect for his teacher and in a hurry, and that the respondent had trapped him. The Court, in this case, found no value in assertions made by the petitioner as it was held that when a sane and sound adult sign a Nikahnama, 'a huge responsibility is cast upon him' that involves providing for basic necessities of his wife. The Court said, "[s]uch assertions would not absolve him from fulfilling his obligations which have been imposed upon him under the Sharia."²⁵

These cases reflect that despite the importance and sanctity attached by the Courts to a Nikahnama, it still may not always provide certain and undisputed proof of marriage. In fact, cases like these consistently damage the sanctity of this public document, since any party due to their personal whims may disregard the Nikahnama, claiming that it was signed under coercion, an instance of abduction, or undue influence. However, the occurrence of those instances cannot be overlooked where the party's consent for marriage was actually obtained under pressure.

These cases show that a Nikahnama cannot guard against such problems, since it is just a document that can be manipulated for personal gains. At this point, the responsibility of overseeing such matters falls on the authority that monitors the marriage contracting procedure. The most relevant authority in this regard is a Nikah registrar.

A Nikah registrar is authorised to act under section 5 of the Muslim Family Laws Ordinance, 1961, for matters pertaining to registration of marriages. Although, prior to this, Kazis were authorised to carry out activities similar to that of a Nikah registrar for marriage ceremonies under the Kazis Act, 1880. However, it is pertinent at this point to assess and analyse the role of a Nikah Registrar, since he is the authority figure that is closest to action.

Nikah Registrar as a Public Officer

²⁴ 2008 YLR 1571.

²⁵ 2013 CLC 932.

Courts in Pakistan have, time and again, pointed out that the Nikah registrar is a ‘public officer’, as the features of his job, like the remuneration mechanism, fit the criteria of a ‘public officer’ under the law. In an earlier case, *Zubaida Bibi v Majidan*,²⁶ the Supreme Court of Pakistan held:

“‘Public Officer’ has been defined at serial No. (17) in section 2 of the Civil Procedure Code to include every officer remunerated by fees or commission for the performance of any public duty. This duty and system of remuneration to the Nikah Registrar makes the Nikah Registrar a ‘public officer’ and the Nikahnama a public document.”²⁷

In various recent cases, Courts in Pakistan have regarded the job of a Nikah registrar as a public duty, analogous to the job of a public officer.²⁸ However, a 1968 case of Dhaka High Court is worth mentioning of being mentioned where the Court took a different view of the position of a Nikah registrar as a public officer. The Court concluded that the Nikah registrar is not an appointee of the Government, nor is remunerated by the Government. The Court said that “[t]he mere fact that the Nikah Registrar registers Muslim Marriages on the strength of licence issued to him by the Union Council does not clothe him with the character of a public servant.”²⁹

Despite the case mentioned above, the most common view taken by the Courts in Pakistan is that Nikah registrars are public servants exercising a public duty, which they should exercise cautiously with due diligence and care, since the roots of various litigations lie in the negligence or malicious misconduct on the part of the Nikah registrar.

Duties of a Nikah Registrar under the law and Cases of Connivance

A Nikah registrar is a person with huge responsibility to take utmost care in performing their job. He has important duties like filling in the columns of the Nikahnama, taking signatures of the requisite persons, recording the Nikah in the register, providing copies to the parties and the Union Council, and maintaining the record himself. In the case *Shah Din v The State*, the Lahore High Court highlighted the duties of a Nikah Registrar. The case involved an issue of abduction and whether the sui juris abductee was forced to solemnise the Nikah.³⁰ The Court said that such cases could be prevented if Nikah registrars, as appointed under the Muslim Family Laws Ordinance, 1961, instead of filling in the columns of the Nikahnama in a routine manner, realise that they are performing a sacred duty. The duty that they perform should not be mechanically done, as many crucial aspects such as maintenance, dower, dowry, succession, legitimacy of children, and alike matters are consequences of a valid marriage. In the words of the Court:

“[A]s public servants which essentially they are, they should demonstrate more sense of responsibility before authenticating the Nikah by making proper enquiries as to the competency of the parties to understand the nature of their act, their ages, and whether or not they are so acting of their free will and without any compulsion.”³¹

²⁶ 1994 SCMR 1978.

²⁷ Ibid [5-6].

²⁸ See *Amjad Hussain v Shagufta* PLD 1996 Peshawar 64; *Razia Begum v Jang Baz* 2012 CLC 105.

²⁹ *Abdus Sattar v The State* 1968 PCr.LJ 290.

³⁰ PLD 1984 Lahore 137.

³¹ Ibid.

Not only this, but the Court in the said case also directed the Nikah registrars to probe into the circumstances surrounding the marriage, if they seem to be mysterious, before solemnising or registering the Nikah. Incidents where a girl's blood relations are not present, the place where Nikah is being performed is not the girl's ordinary place of living, or if the Nikah is being performed at an odd time or hour of the day, like midnight, a Nikah registrar is under a heavy obligation to ensure that no compulsion, coercion, or other illegal activity is taking place. If they fail in their job, they are responsible for the resulting complications leading to any civil or criminal litigation.³² This case helps one ascertain the importance of the duties performed by a Nikah registrar. However, various cases emerge on a daily basis where connivance on the part of the Nikah registrar is contended, and in many cases is proved.

In *Muhammad Bakhsh v The State*, the accused, Muhammad Bakhsh, along with his co-accused prepared a fictitious or forged Nikahnama on the basis of which a habeas corpus petition was filed against Samina Kanwal. The Nikahnama was proved to be forged and the Lahore High Court declared the accused guilty of a heinous offence that caused mental and emotional agony to the girl and her family (complainant).³³ In another case, *Abdus Sattar v The State* (Dhaka High Court), the Nikah registrar was one of the accused who prepared a fabricated Nikahnama with forged signatures. The Court said that the Nikah registrar did not take 'ordinary precaution[s]' of ensuring that the Nikah was actually solemnised in the presence of the girl and her blood relations. Peculiar facts, such as the registration of Nikah at midnight, terms in the Nikahnama where entire dower was shown to have been paid with only Rs. 75 remaining, the fact that the father of the bride was to take care of the groom's educational expenses, and that the groom was a non-matriculate while the bride was a third year B.S.E. student at Dacca University suggested the mysteriousness surrounding the nature of the Nikah. The Court observed that the Nikah registrar solemnised and registered such marriage despite having an experience of twenty-years, hence his act was not bona fide. Therefore, there was clear dishonesty on the part of the Nikah registrar.³⁴ The Court declared that this malicious act damaged the reputation of a highly educated girl and her family and sentenced each accused to three years of rigorous imprisonment.³⁵

There are various other instances where Nikah registrars have played a role in criminal and immoral acts by hiding certain illicit relations and their consequences. In the case *Afzal Mai alias Ajo Mai v S.H.O., Police Station Saddar, Shujabad*, the accused Nikah registrar admitted that he pre-dated the Nikahnama. The reason for doing so was that the petitioner became pregnant after her illicit relations, and to cover up their immoral act, their Nikah took place, and the registrar dated the same with a wrong and a much earlier date so that the pregnancy is not questioned.³⁶

Despite the positive element of an attempt made by the Nikah registrar to protect the honour of the wife and to provide a shield for the legitimacy of the child by pre-dating the Nikahnama, a dominant number of cases have reflected the harsh reality where an instrumental person like a Nikah registrar has neglected his responsibility or has wilfully committed immoral and illegal acts

³² Ibid.

³³ 2011 PCr.LJ 509, [6].

³⁴ 1968 PCr.LJ 290.

³⁵ Ibid.

³⁶ 1994 PCr.LJ 1023.

that resulted in disputes, damaged reputation, and emotional agony to the parties, and also led to unnecessary litigation and subsequent burden on the Courts.

Nikah Registrars' involvement in litigation and false accusations against them

In some cases, it has been observed that the Nikah registrar is regarded as a co-accused in matters where interpolation in the entries of the Nikahnama has been contended. However, sometimes parties make false or baseless contestations regarding interpolation in the entries of Nikahnama, leading to various false accusations against Nikah Registrars.

In the case *Abdul Aziz v The State*,³⁷ the petitioner was an eighty-two year old Nikah registrar who was a co-accused in a matter where the complainant had contended that his sister has been divorced and the primary accused (sister's husband, Muhammad Rashid) has, along with his father and the Nikah registrar, tampered with the Nikahnama to erase the entry which stated that Muhammad Rashid would pay Rs. 10 lacs to his wife on account of divorce. However, the Lahore High Court found no evidence that could prove that the Nikahnama had been tampered with. In fact, the Court observed that the complainant might have made up such facts to involve the accused husband, his father, and the Nikah registrar in such proceedings, just because his sister was divorced.³⁸

This case is an example of the fact that Nikah registrars play a vital role in marriage proceedings in our society. They become a significant part of the process and their role may come under scrutiny, even after the marriage has ended. However, in some instances, the registrars are under the threat of falling prey to false accusations, where parties manipulate or make up facts to gain some undue advantage or unjust enrichment.

Issues and their possible Solutions

Various studies and reports suggest that Muslim women in general are not aware of their rights that they are entitled to and guaranteed under their Nikahnama. For example, over 80 percent of women have absolutely no knowledge pertaining to the clauses contained in their Nikahnama. Many are not aware of rights such as talaq tafwid (delegated divorce) and numerous women are not even consulted regarding their marriage beforehand.³⁹

Taking into consideration this particular social context, it is pertinent to ensure that the Nikahnama and Nikah registrar, which are instrumental in Nikah proceedings, play an efficacious role and all flaws in relation to them can be remedied in the best possible manner. In this way, segments of our population, like women, who are already at a disadvantaged position, would not have to suffer more due to procedural deficiencies and irregularities that exist in the system.

Its significance was highlighted in an article by Lucy Carroll in which she stressed upon the fact that certain stipulations in a marriage contract pertaining to talaq tafwid, or entitlement of

³⁷ 2014 MLD 1230.

³⁸ Ibid [2-3].

³⁹ Filomena M. Critelli, 'Between Law and Custom: Women, Family Law and Marriage in Pakistan' (2012) 5 Journal of Comparative Family Studies 673, 688.

wife to separate residence and maintenance in instance where husband remarries, can help protect the rights of the wives who are generally not at an equal footing in marriage as compared to their male counterparts.⁴⁰ Lucy Carroll, in the same article, also mentioned that she faces certain language constraints for which she is unable to conduct a study in which these Nikah related documents could be examined, since documents such as Nikahnama are usually hand-written in indigenous languages. She encouraged that people who are proficient in these languages or whose mother tongue is the same to examine such documents to analyse the extent to which such stipulations (specifically pertaining to rights available to wives) are incorporated in the Nikahnama or what correlation they have with other social variables.⁴¹ The following paragraphs enlisting the issues show an attempt that has been made to analyse an actual Nikahnama (handwritten in Urdu) in order to identify various loopholes that prevent effective utilisation and implementation of this crucial instrument in marriage proceedings in Pakistan.

The most prominent issue is that the Nikahnama is kept so vague that the same can be manipulated later by parties as it provides room for interpolation. Either through negligence or malicious intent, Nikah registrars, to a very great extent, play a part in such instances. For example, most of the times, the columns of a Nikahnama are crossed-out by the Nikah registrar while filling in the entries. This gives rise to major disputes between parties in future since the terms are not clearly or explicitly settled between them beforehand.

Annexures A to D are actual Nikahnama in which Columns 18 and onwards are primarily left blank by either crossing them out or vaguely writing a ‘no’ in the spaces provided. Apart from the fact that these unsettled terms could be a cause of contention or disputes in the future, this also leads to infringement of a person’s (especially a woman’s) basic liberties and freedoms in the contract of marriage. Columns which are usually left blank deal with issues like talaq tafwid, restrictions on the husband’s right to divorce, furnishing of documents pertaining to dower or maintenance etc. Thus, negligent, or inattentive filling of columns of a Nikahnama by the Nikah registrar deprives a woman from enjoying some potential securities that the law provides her. It also shows how a woman is not at an equal bargaining position when it comes to contracting marriage.

Similar concerns are also prevalent among South African Muslim women who feel hesitant in negotiating terms of their marriage contract since they do not want to be labelled as Islamic feminists who follow western ideals.⁴² The importance of the clauses that are provided in a Nikahnama and the need to have them certainly, consistently, and effectively filled and implemented to protect the rights of the parties involved are not new or novel ideas. Many years ago, Maulana Ashraf Ali Thanvi, a notable Hanafi Scholar of the subcontinent, put forward the draft of a contract called ‘Kabeen-Nama’ which stipulated that the right of divorce be delegated to

⁴⁰ Lucy Carroll, ‘Talaq-i-Tafwid and Stipulations in a Muslim Marriage Contract: Important Means of Protecting the Position of the South Asian Muslim Wife’ (1982) 16 (2) *Modern Asian Studies* 305.

⁴¹ *Ibid* 309.

⁴² Wesahl Agherdien Domingo, ‘Marriage and Divorce: Opportunities and Challenges Facing South African Muslim Women with the Recognition of Muslim Personal Law’ (2005) *Agenda: Empowering Women for Gender Equity, Agenda Special Focus: Gender, Culture and Rights* 68-77.

the wife or any third party in case there is a violation of any terms contained therein by the husband. Allama Iqbal, the philosopher poet of the Subcontinent, also proposed similar ideas.⁴³

Another problem concerning this vagueness of Nikahnama is that it provides a ‘false hope’, since nothing substantial can be derived out of it. For example, Annexure A, column no. 17 talks about mentioning any ‘special conditions’ in the Nikahnama, to which the usual answer states ‘Sharai’ or ‘as per Shariah’. This in no way specifies any condition that would benefit the parties, but in fact, creates room for future disputes pertaining to what should be the special conditions as per Shariah. A pertinent case in this regard is worthy of mention, where Islamabad High Court dealt with the issue of delegated divorce or ‘Talaq Tafwid’. In this case, *Ali Abbas Khan v Palwasha Khan*, Column No. 18 of the Nikahnama pertaining to delegated divorce stated “Sharai haqooq hasil hai” i.e., the rights granted by Shariah will apply. The Court held that such words that are entered in the Nikahnama do not delegate the right to divorce to the wife since in Shariah, the wife is not originally entitled to divorce herself. Hence, ‘Talaq Tafwid’ should be delegated in an explicit manner with clear and unambiguous words.⁴⁴

Even American Courts have upheld that ambiguous terms of a Nikahnama could not be enforced. In the case *Marriage of Shaban*,⁴⁵ the Court did not uphold the interpretation of the husband pertaining to the Nikahnama since it was detrimental to the interests of the wife. The Court said that the Nikahnama only had two terms, one mentioning the dower and the other stating that it will be governed under Shariah. The Court said that the latter was unenforceable due to its vagueness, as these terms could not be ascertained with reasonable certainty.⁴⁶

Along with these issues of negligence, vagueness, and uncertainty, a major issue is of malicious intent of the people involved in marriage contracting process. Usually, the Nikah registrars are an effective tool for achieving undue advantages. Most of the times, the act of connivance on part of the Nikah registrar is revealed when distinct Nikah entries are found in two copies of the same Nikahnama. This happens when the columns are left blank, terms are not settled clearly and unambiguously; since bribing the Nikah registrar is relatively easier, terms are easily manipulated or added later leading to distinct entries in different copies of the same Nikahnama. Annexure D is an example of the same where in one copy, Column no. 19 was blank while the other copy stated that on account of divorce, the husband would have to pay 20 Lakh Rupees to the wife.

In general, all the issues outlined so far highlight the fact that Nikahnama is a vital document, but its paramountcy has been damaged and neglected. In fact, this document should be dealt with extreme caution, seriousness, and attentiveness. However, people have consistently disregarded its significance. Its inattentive use or misuse in some cases shows that this document has failed to be of any effective value that would help in resolving issues or protecting the rights of the concerned individuals.

⁴³ Iqbal A. Ansari, ‘Muslim Women's Rights: Goals and Strategy of Reform’ (1991) 26 (17) Economic and Political Weekly 1096.

⁴⁴ 2010 YLR 1632.

⁴⁵ 88 Cal. App. 4th 400.

⁴⁶ Tracie Rogalin Siddiqui, ‘Interpretation of Islamic Marriage Contracts by American Courts’ (2007) 41 (3) Family Law Quarterly 639-658.

Nikahnama is a document upon which marriage and all that follows rely heavily. However, nothing has been done to ensure that this document is effectively implemented in society and that people are able to utilise it to its complete potential. Although the government now maintains an electronic record of marriage registration (Annexure E), however, the same does not ensure that the terms of the Nikah were unambiguously settled, the marriage was not forced, and the documents not forged or fabricated.

Therefore, it is crucially important that the Nikahnama provides full disclosure of information pertaining to both husband and wife. The Nikahnama should disclose the profession and salary of the groom at the time of marriage so that maintenance (to be paid immediately after marriage) could be ascertained there and then. The columns pertaining to maintenance should not be left blank and every other column should be filled diligently. If any column is not applicable to the said parties or if a particular right like talaq tafwid is not to be granted, then reasons for the same must be stated to substantiate such entries of the Nikahnama. It is also advised that a complete and undisputed list of items, gifts, dowry, or dower articles is attached and registered along with the Nikahnama, so that no dispute arises later.

However, this procedural efficiency can only be attained when a strong and competent authority monitors the Nikahnama entries, the conduct of the respective parties, and the circumstances in which the Nikah is being conducted, and ensures that the Nikah registrar is diligently acting out his duties and not falling prey to any social pressures or bribes.

Hence, for this purpose, the Special Judicial and Executive Magistrates, appointed per Section 14 of the Code of Criminal Procedure, 1898,⁴⁷ could be an efficient authority. A major problem pertaining to the role of Nikah registrars is that the law does not provide any formal training requirement for these individuals and their appointments is left upon the discretion of the Union Council. Hence, it is very likely that they overlook the importance of certain columns of Nikahnama pertaining to matters such as talaq tafwid, maintenance or other important columns, which is why the same are usually crossed out in various Nikahnamas.

On the other hand, Judicial and Executive Magistrates are those who have legal knowledge and training and realise the importance of a contract and its terms being filled meticulously and diligently. They are aware that an agreement between the parties could have a huge impact on their lives, their rights, and their duties.

The connivance of Nikah registrars can be avoided, if the Judicial and Executive Magistrates become the ultimate authority for registering marriages. The magistrates can oversee the terms to ensure that there is no fabrication, and cases where parties, with the aid of Nikah khawan/registrar, pressurise or coerce an individual into marriage can be prevented from occurring. Several cases referred above had instances where facts raised possibilities of fabrication, forgery, undue influence, abduction, coercion, elopement etc. If the said magistrates, in their respective local limits, are empowered to oversee the nikah solemnisation and registration, many grievances or baseless contentions can be effectively curtailed.

⁴⁷ The Code of Criminal Procedure 1898.

Therefore, it is pertinent that these Judicial and Executive Magistrates are empowered by the government to act in such cases so that they monitor and supervise the marriage contracting process, involving filling the Nikahnama entries and columns, along with registering the same and ensuring that any party involved has no malicious intent to deceive the other party or to get any undue gain.

Conclusion

This paper has tried to take a step towards highlighting the need of regulating and reforming the procedure regulating marriage in Pakistan. This is because substantive rights are most likely to be protected when such procedure is efficient and fool proof. Marriage has always been an important institution in all societies. However, in Pakistan, the procedure of contracting marriage has seen the least amount of reform with changing needs of people and evolving circumstances. Therefore, various loopholes exist in the system of Nikahnama and its related authority, i.e., Nikah registrar due to lack of training of the personnel involved, existing SOPs (standard operating procedures), and various other procedural deficiencies. Considerable number of cases under Family Law involve non-payment of dower, disputes over maintenance, conflicts over dowry and gift articles, forced marriages, and much more. However, most of these issues can be avoided in their initial stages if the procedure that regulates such matters is made stricter and more efficient.

Since the Nikahnama and the Nikah registrar are the two tools that play a very important role in a Nikah being solemnised, it is crucial that the flaws pertaining to these two are identified and resolved. The system that governs the process of marriage should be in its finest and most efficient form so that less people face the agony of infringement of rights and the Courts can have lesser caseload to focus on issues that could be easily resolved or avoided, without any litigation at all.

Note: The names and addresses of the parties have been omitted from the annexures for confidentiality purposes.

ANNEXURE A

فارم نمبر ۲

مسلم خاندانی قوانین کے آرڈی نرس ۱۹۶۱ء کے تحت ۱۹۶۱ء کے وضع کیے ہوئے قواعد کے قاعدہ نمبر ۸ اور نمبر ۱ کے تحت مجوزہ

فارم

نکاح نامہ

۱- وارڈ کا نام (۱۵) ڈون / پٹن (۱۵/۱۱) تحصیل / تھانہ (۱۵/۱۱) جس میں شادی وقوع پذیر ہوئی

۲- ڈولہا اور اس کے والد کا نام معہ ان کی سکونت یا تہ تیہ

۳- ڈولہا کی عمر

۴- ڈولہا اور اس کے والد کا نام معہ ان کی سکونت یا تہ تیہ

۵- آیا ڈولہا کنواری ہے یا بیوہ یا مطلقہ

۶- ڈولہا کی عمر

۷- اگر ڈولہا کی طرف سے کوئی وکیل مقرر کیا گیا ہے تو اس کا نام معہ ولایت و سکونت

۸- ڈولہا کے وکیل کے تقرر کے بارے میں گواہوں کے نام معہ ولایت و سکونت اور ان کی ڈولہا کے ساتھ رشتہ داری

۹- اگر ڈولہا کی طرف سے کوئی وکیل مقرر کیا گیا ہے تو اس کا نام معہ ولایت و سکونت

۱۰- ڈولہا کے وکیل کے تقرر کے بارے میں گواہوں کے نام معہ ولایت و سکونت

۱۱- شادی کے گواہوں کے نام معہ ولایت و سکونت

۱۲- شادی سسر انجام پانے کی تاریخ (۹-۹-۲۰۰۶)

۱۳- مہر کی رقم (2000/-) دو ہزار روپے

۱۴- مہر کی کتنی رقم معجل ہے (۱۰) اور کتنی غیر معجل

۱۵- آیا مہر کا کچھ حصہ شادی کے موقع پر ادا کیا گیا اگر کیا گیا ہے تو کس قدر

۱۶- آیا بیوہ مہر یا اس کے کس حصہ کے عوض میں کوئی جائیداد یعنی بے اگر دی گئی ہے تو اس کے نام اور اس کی قیمت جو فریقین کے ماہرین نے پائی ہے

۱۷- خاص شرائط اگر کوئی ہوں

- ۱۸۔ آیا شوہر نے طلاق کا حق پوری گرفت میں کر لیا ہے اور کیا وہ بہت تو کوئی شرط کے تحت۔
- ۱۹۔ آیا شوہر کے حلاق کے حق پر کسی قسم کی پابندی لگائی گئی ہے۔
- ۲۰۔ آیا شادوں کے موقع پر مہر و مان و نفقہ وغیرہ سے متعلق کوئی دستاویز تیار کی گئی ہے اگر لگی گئی ہے تو اس کے متن میں کیا ہے۔
- ۲۱۔ آیا ڈولہا کے یہاں پہلے سے کوئی بیوی موجود ہے اگر ہے تو اس نے دوسری شادی کرنے کیلئے طلاق کر لی تو اس کے ذمے کیا ہے ۱۹۶۱ء کے تحت شادی کو باطل قرار دیا گیا ہے۔
- ۲۲۔ ڈولہا کے ذریعے ثالثی نسل نے ڈولہا کو دوسری شادی کرنے کی اجازت دی ہے۔
- ۲۳۔ نکاح خوال کا نام اور ولایت معہ پتہ۔

۲۴۔ شادی کو رجسٹر کرانے کی تاریخ ۱۰/۹/۲۰۱۶

۲۵۔ ڈولہا یا اس کے وکیل کے دستخط

۲۶۔ ڈولہا کے وکیل کے دستخط

۲۷۔ ڈولہا کے وکیل کے دستخط

۲۸۔ نکاح خوال کے دستخط

۲۹۔ شادی کے گواہان کے دستخط

۳۰۔ ڈولہا کے وکیل کے دستخط



شیخ مسعود شہرت بابا شاہ کمال
مظہر صاحبی اسلام الدین نکاح راجسٹر

- ۱۷- خاص شرائط اگر کوئی ہوں 10
- ۱۸- آیا شوہر نے طلاق کا حق بیوی کو تفویض کر دیا ہے
اگر کرے یا ہے تو کوئی شرائط کے تحت؟
- ۱۹- آیا شوہر کے طلاق کے حق پر کسی قسم کی پابندی لگائی
گئی ہے؟
- ۲۰- آیا شادی کے موقع پر مہر و نان نفقہ وغیرہ سے
متعلق کوئی دستاویز تیار کی گئی ہے۔ اگر کی گئی
ہے تو اس کے مختصر مندرجات۔
- ۲۱- آیا دولہا کے یہاں پہلے سے کوئی بیوی موجود ہے اگر ہے تو آیا اس
نے دوسری شادی کرنے کے لئے مسلم خاندانی قوانین کے آرڈیننس
۱۹۶۱ء کے تحت چیئر مین ٹائمی کونسل سے اجازت نامہ حاصل کر لیا ہے۔
- ۲۱- الف) آیا دولہا رنڈ وا ہے یا طلاق یافتہ؟
- ۲۱- ب) آیا دولہا کے ہاں پہلے سے بیوی یا بیویاں موجود ہیں؟
اگر دولہا رنڈ وا یا طلاق یافتہ ہے تو
اس کے بچوں کی تعداد اور نام
- ۲۲- نمبر و تاریخ مراسلہ جس کے ذریعے ٹائمی کونسل نے
دولہا کو دوسری شادی کرنے کی اجازت دی ہے۔
- ۲۳- نکاح خواں کا نام اور ولدیت معہ پتہ۔
- ۲۴- شادی کو درج رجسٹر کرانے کی تاریخ
- ۲۵- فیس رجسٹریشن جو ادا کی گئی۔

دولہا کے وکیل کے تقرر کے گواہان کے دستخط

دولہا یا اس کے وکیل کے دستخط

(1)

(2)

دولہا کے دستخط

دولہا کے وکیل کے تقرر کے گواہان کے دستخط

شادی کے گواہان کے دستخط

(1)

(1)

(2)

(2)

نکاح خواں کے دستخط

نکاح رجسٹرار کے دستخط اور مہر

منشی حکومت پنجاب

ANNEXURE C

فارم نمبر ۲
(دیکھئے قاعدہ نمبر ۱۰)

مسلم خاندانی قوانین کے آرڈیننس ۱۹۶۱ء اور ۱۹۶۲ء کے تحت وضع کیے ہوئے قواعد کے قاعدہ نمبر ۱۰

تکلیف نامہ
فارم

۱- دار و کانا نام _____

۲- ڈولہا اور اس کے والد کا نام _____

۳- ڈولہا کی عمر _____ سال

۴- ڈولہا اور اس کے والد کا نام _____

۵- آیا ڈولہا کنواری ہے یا بیوہ یا مطلقہ _____

۶- ڈولہا کی طرف سے کوئی وکیل مقرر کیا گیا ہے تو اس کا نام _____

۷- ڈولہا کے وکیل کے تقرر کے بارے میں گواہوں کے نام _____

۸- ڈولہا کے وکیل کے تقرر کے بارے میں گواہوں کے نام _____

۹- اگر ڈولہا کی طرف سے کوئی وکیل مقرر کیا گیا ہے تو اس کا نام _____

۱۰- ڈولہا کے وکیل کے تقرر کے بارے میں گواہوں کے نام _____

۱۱- شادی کے گواہوں کے نام _____

۱۲- شادی سہرا انجام پانے کی تاریخ _____

۱۳- مہر کی رقم _____

۱۴- آیا مہر کی رقم منجمل ہے اور کتنی غیر منجمل _____

۱۵- آیا مہر کی رقم شادی کے موقع پر ادا کیا گیا _____

۱۶- آیا مہر یا اس کے کسی حصے کے عوض کوئی جائیداد دی گئی ہے تو اس کا بیان لکھیں _____

۱۷- شادی کے شرائط لکھیں _____

ہون گے۔ جس پر چارج مہر اور یا مہر روپیہ ادا کرنا ہوگا

29 - 10 - 2000

50000

احمد ذکی

سکونت

151

15
5

۱- آیا شوہر نے طلاق کا حق: وہی کو اختیار نہیں کر دیا ہے۔ اگر کر دیا ہے تو کونسی شرائط کے تحت۔

۲- آیا شوہر کے طلاق کے حق پر کسی قسم کا پابندی لگائی ہے۔

۳- آیا شادی کے موقع پر مہر و نان و نفقہ وغیرہ سے متعلق کوئی دستاویز تیار کی گئی ہے اگر کی گئی ہے تو اس کے مختصر مندرجات۔

۴- آیا ڈولہا کے یہاں پہلے سے کوئی بڑی موثر ہے۔ اگر ہے تو آیا اس نے دوسری شادی کرنے کیلئے مسلم شادی کے قوانین کے آڈیٹس ۱۹۶۱ کے تحت شادی کو تسلیم کیا ہے یا نہیں۔

۵- اگر بڑی بڑی مہر لگنے کے ذریعے تالشی کوئل نے ڈولہا کو دوسری شادی کرنے کی اجازت دیا ہے۔

۶- اسکا پتلا نام اور ولایت معلوم ہے۔

۷- شادی کو درج جرح کرنے کی تاریخ ۲۰۰۰-۱۰-۲۹

۸- فیس جرح پٹیشن جو ادا کی گئی۔ مبلغ پندرہ سو روپے

ڈولہا کے کوئل کے تقرر کے گواہان کے دستخط

ڈولہا یا اس کے وکیل کے دستخط

گواہان کے دستخط

گواہان کے کوئل کے دستخط

شادی کے گواہان کے دستخط

THE NIKAH REGISTRAR

۱۵۱

۲۹

ANNEXURE D (COPY I)

فارم نمبر ۲
(دیکھنے کے لیے نمبر ۱۰۰۸)

مسلم خاندانی قوانین کے آرڈی ننس جرنل ۱۹۶۱ء (۱۰ ششم ۱۹۶۱ء) کے تحت وضع کئے ہوئے قواعد کے قاعدہ نمبر ۱۸ اور نمبر ۱۹ کے تحت مجوزہ فارم

نکاح نامہ

میرا

۱۔ دارو کا نام 106 ناؤن ایونین سسٹن آرمس تحصیل اٹھانہ لاہور اور ضلع

۲۔ ڈولہا اور اس کے والد کا نام معہ ان کی سکونت بالترتیب۔ جس میں شادی وقوع پذیر ہوئی

۳۔ ڈولہا کی عمر ڈولہا اور اس کے والد کا نام معہ ان کی سکونت بالترتیب۔

۴۔ ڈولہا کی عمر ڈولہا اور اس کے والد کا نام معہ ان کی سکونت بالترتیب۔

۵۔ آیا ڈولہا کی کنواری ہے یا بیوہ یا متعلقہ

۶۔ ڈولہا کی عمر

۷۔ اگر ڈولہا کی طرف سے کوئی وکیل مقرر کیا گیا ہے تو اس کا نام معہ ولدیت و سکونت۔

۸۔ اگر ڈولہا کے تقرر کے بارے میں گواہوں کے نام معہ ولدیت و سکونت اور ان کی ڈولہا کے ساتھ رشتہ داری۔

۹۔ اگر ڈولہا کی طرف سے کوئی وکیل مقرر کیا گیا ہے تو اس کا نام معہ ولدیت و سکونت۔

۱۰۔ ڈولہا کے وکیل کے تقرر کے بارے میں گواہوں کے نام معہ ولدیت و سکونت۔

۱۱۔ شادی کے گواہوں کے نام معہ ولدیت و سکونت۔

۱۲۔ شادی سر انجام پانے کی تاریخ

۱۳۔ مہر کی رقم

۱۴۔ مہر کی کتنی رقم معجل ہے اور کتنی موجل

۱۵۔ آیا مہر کا کچھ حصہ شادی کے موقع پر ادا کیا گیا اگر کیا گیا ہے تو کس قدر۔

۱۶۔ آیا پورے مہر یا اس کے کسی حصہ کے عوض میں کوئی جائیداد دی گئی ہے اگر دی گئی ہے تو اس جائیداد کی صراحت اور اس کی قیمت جو فریقین کے مابین طے پائی ہے

۱۷۔ شادی اگر کب ہوئی

- ۱۸۔ آدھرنے طلاق کا حق بیوی کو تفویض کر دیا ہے
 اگر کر دیا ہے تو کوئی شرائط کے تحت
- ۱۹۔ آدھرنے طلاق کے حق پر کسی قسم کی پابندی
 نہیں ہے۔
- ۲۰۔ آدھرنے کے موقع پر مہر و نان و نفقہ وغیرہ
 سے متعلق کوئی دستاویز تیار کی گئی ہے اگر
 کوئی ہے تو اس کے مختصر مندرجات۔
- ۲۱۔ آدھرنے کے یہاں پہلے سے کوئی بیوی موجود ہے
 اگر ہے تو آیا اس نے دوسری شادی کرنے کیلئے مسلم خاندانی
 قانون کے آرڈیننس ۱۹۶۱ کے تحت عائلی کونسل اجازت حاصل کر لیا ہے
- ۲۲۔ نمبر تاریخ مراسلہ جن کے ذریعے عائلی کونسل نے آدھرنے
 کو دوسری شادی کرنے کی اجازت دی ہے۔
- ۲۳۔ نکاح خواہ کا نام اور ولدیت معہ پتہ۔
- ۲۴۔ ہادی کو درج رجسٹر کرانے کی تاریخ ۱۹-۱۱-۵۵
- ۲۵۔ بس رجسٹریشن جو ادا کی گئی۔

دوہا کے وکیل کے تقرر کے گواہان کے دستخط

(۱)

(۲)

دوہا کے وکیل کے تقرر کے گواہان کے دستخط

(۱)

(۲)

نکاح خواہ کے دستخط

دوہا یا اس کے وکیل کے دستخط

دوہا کے دستخط

شادی کے گواہان کے دستخط

(۱)

(۲)

نکاح خواہ کے دستخط

نکاح خواہ کے دستخط

ANNEXURE D (COPY II)

فارم نمبر ۲
(دیکھئے قاعدہ نمبر ۱۰۸)

مسلم خاندانی قوانین کے آرڈی ننس مجریہ ۱۹۶۱ء (۸شم ۱۹۶۱ء) کے تحت وضع کئے ہوئے قواعد کے قاعدہ نمبر ۱۰۸
فارم

نکاح نامہ

۱۔ وارڈ کا نام _____ ۱۰۶ _____ ناؤن / ابوین _____
اور ضلع _____ تحصیل اٹھانہ _____
۲۔ ڈولہا اور اس کے والد کا نام معہ ان کی سکونت بالترتیب۔ _____
۳۔ ڈولہا کی عسمر _____
۴۔ ڈولہن اور اس کے والد کا نام معہ ان کی سکونت بالترتیب۔ _____
۵۔ آیا ڈولہن کی کنواری ہے یا بیوہ یا متعلقہ _____
۶۔ ڈولہن کی عسمر _____
۷۔ اگر ڈولہن کی طرف سے کوئی وکیل مقرر کیا گیا ہے تو اس کا نام معہ ولدیت و سکونت _____
۸۔ ڈولہن کے وکیل کے تقرر کے بارے میں گواہوں کے نام معہ ولدیت و سکونت اور ان کی ڈولہن کے ساتھ رشتہ داری۔ _____
۹۔ اگر ڈولہا کی طرف سے کوئی وکیل مقرر کیا گیا ہے تو اس کا نام معہ ولدیت و سکونت۔ _____
۱۰۔ ڈولہا کے وکیل کے تقرر کے بارے میں گواہوں کے نام معہ ولدیت و سکونت۔ _____
۱۱۔ شادی کے گواہوں کے نام معہ ولدیت و سکونت۔ _____
۱۲۔ شادی سرانجام پانے کی تاریخ _____
۱۳۔ مہر کی رقم _____
۱۴۔ مہر کی کتنی رقم معجل ہے اور کتنی مواعیل _____
۱۵۔ آیا مہر کا کچھ حصہ شادی کے موقعہ پر ادا کیا گیا اگر کیا گیا ہے تو کس قدر۔ _____
۱۶۔ آیا پورے مہر یا اس کے کسی حصہ کے عوض میں کوئی جائیداد دی گئی ہے اگر دی گئی ہے تو اس جائیداد کی صراحت اور اس کی قیمت جو فریقین کے مابین طے پائی ہے _____
۱۷۔ خاص شرائط اگر کوئی ہوں۔ _____

پرت

4

- ۱۸۔ آیا شوہر نے طلاق کا حق بیوی کو تفویض کر دیا ہے
اگر کر دیا ہے تو کونسی شرائط کے تحت
- ۱۹۔ آیا شوہر کے طلاق کے حق پر کسی قسم کی پابندی
لگائی گئی ہے۔
- ۲۰۔ آیا شادی کے موقعہ پر مہر و نان و نفقہ وغیرہ
سے متعلق کوئی دستاویز تیار کی گئی ہے اگر
کی گئی ہے تو اس کے مختصر مندرجات۔
- ۲۱۔ آیا دولہا کے یہاں پہلے سے کوئی بیوی موجود ہے
اگر ہے تو آیا اس نے دوسری شادی کرنے کیلئے مسلم خاندانی
قوانین کے آرڈی نس ۱۹۶۱ کے تحت ثالثی کونسل سے اجازت حاصل کر لیا ہے
- ۲۲۔ نمبر و تاریخ مراسمِ جن کے ذریعے ثالثی کونسل نے دولہا
کو دوسری شادی کرنے کی اجازت دی ہے۔
- ۲۳۔ نکاح خواں کا نام اور ولدیت معہ پتہ۔
- ۲۴۔ شادی کو درج رجسٹر کرانے کی تاریخ
- ۲۵۔ فیس رجسٹریشن جو ادا کی گئی۔

دولہا کے وکیل کے تقرر کے گواہان کے دستخط

دولہا یا اس کے وکیل کے دستخط

(۱)

(۲)

دلہن کے وکیل کے تقرر کے گواہان کے دستخط

دلہن کے دستخط

دلہن کے وکیل کے دستخط

(۱)

(۲)

نکاح خواں کے دستخط

شادی کے گواہان کے دستخط

(۱)

(۲)



منبع حکومت پنجاب لاہور

ANNEXURE E



حکومت پنجاب پاکستان
THE GOVT OF PUNJAB PAKISTAN
اندراج نکاح / شادی سرٹیفکیٹ

Tracking Id: _____
CRMS No: M-_____
OLD/M REG #: _____

Marriage Registration Certificate

FORM No: U1-_____-2
دفتر اندراج: رضا بلاک

Particulars of Groom دولہائے کوائف	
<p>Name: _____ Nationality: Pakistani CNIC No: _____ Religion: ISLAM Age: 26 Year(s) Marital Status: UNMARRIED Father's Name: _____ CNIC No: _____ Address: _____ City: LAHORE Tehsil: LAHORE CITY District: LAHORE</p>	<p>نام: _____ قومیت: پاکستانی شناختی کارڈ نمبر: _____ مذہب: اسلام عمر: 26 سال ازدواجی حیثیت: غیر شادی شدہ والد کا نام: _____ شناختی کارڈ نمبر: _____ پتہ: _____ تفصیل: لاہور ضلع: لاہور</p>
Particulars of Bride دولہن کے کوائف	
<p>Name: _____ Nationality: Pakistani CNIC No: _____ Religion: ISLAM Age: 25 Year(s) Marital Status: UNMARRIED Father's Name: _____ Passport No: 0 Address: _____ City: LAHORE Tehsil: LAHORE CITY District: LAHORE</p>	<p>نام: _____ قومیت: پاکستانی شناختی کارڈ نمبر: _____ مذہب: اسلام عمر: 25 سال ازدواجی حیثیت: غیر شادی شدہ والد کا نام: _____ پاسپورٹ نمبر: 0 پتہ: _____ تفصیل: لاہور ضلع: لاہور</p>

Marriage Date: 17-March-2010
Marriage Solemnized/Registered By: _____
Marriage Solemnized/Registered By CNIC No: _____
Entry Date: 28-July-2018
Issue Date: 01-August-2018

نکاح / شادی کی تاریخ: 17-March-2010
نکاح خواں / نکاح رجسٹرار / شادی رجسٹرار کا نام: _____
نکاح خواں / نکاح رجسٹرار / شادی رجسٹرار کا شناختی کارڈ نمبر: _____
تاریخ اندراج: 28-July-2018
تاریخ اجراء: 01-August-2018



This Certificate can be verified at <https://crms.nadra.gov.pk/verify>

U10095632