

SUPREME COURT OF PAKISTAN
(Appellate Jurisdiction)

Present:

Mr. Justice Yahya Afridi, CJ
Mr. Justice Malik Shahzad Ahmed Khan
Mr. Justice Miangul Hassan Aurangzeb

C.P.L.A.No.4959/2025

(Against the consolidated judgment dated 11.09.2025 of the Lahore High Court, Multan Bench passed in W.P.No.2649/2025 and W.P.No.16107/2024)

Sadiq Subhani

... Petitioner

Versus

Sadia Arooj and others

...Respondents

For the Petitioner: Mr. Kashif Nadeem Malik, ASC

For the Respondents: Nargis Parveen, mother of respondent

Date of Hearing: 07.09.2026

ORDER

Miangul Hassan Aurangzeb, J.- Through the instant petition, the petitioner, Sadiq Subhani assails the consolidated judgment dated 11.09.2025 passed by the Lahore High Court whereby writ petition No.2649/2025 titled “Mst. Sadia Arooj Vs. Additional District Judge, Khanewal etc.” filed against the judgment dated 14.10.2024 passed by the Appellate Court was allowed, and writ petition No.16107/2024 titled “Sadiq Subhani Vs. District Judge, Khanewal” filed against the very same judgment, was dismissed.

2. The record shows that the Sadiq Subhani/petitioner and Mst. Nargis Parveen got married in the year 2000. The marriage brought forth two children namely, Sadia Arooj/respondent No.1 and Muhammad Aashiq Subhani. On 21.04.2008, the petitioner pronounced divorce on Mst. Nargis Parveen. She was able to obtain custody of the children pursuant to the order dated 18.07.2009 passed by the Lahore High Court, Multan Bench. Ever since then the children have been in her custody. The petitioner’s failure to provide maintenance for the children caused Mst. Nargis Parveen and the children to invoke the jurisdiction of the Family Court, Khanewal on 21.10.2009 by filing a suit for recovery of maintenance allowance at the rate of Rs.15,000/-

per month for each child. The plaintiffs in the said suit also prayed for the recovery of Rs.90,000/- as past maintenance.

3. The petitioner contested the suit by filing a written statement. After the framing of issues and recording of evidence, the Family Court vide judgment and decree dated 16.03.2010 partially decreed the suit by entitling respondent No.1 and her minor brother to maintenance allowance at the rate of Rs.2,500/- per month each from 18.07.2009 with 20% annual increase in the future till respondent No.1 gets married and Muhammad Aashiq Subhani is able to earn livelihood.

4. There is nothing on the record to show that the judgment and decree dated 16.03.2010 had been challenged in appeal. On 02.04.2010, respondent No.1 and Muhammad Aashiq Subhani filed a petition for the execution of the said judgment and decree. The petitioner stopped paying maintenance to Muhammad Aashiq Subhani pursuant to the order dated 24.03.2021 passed by the Executing Court holding that since he had attained the age of majority, the decree was not executable to his extent. In fact the Executing Court had issued a direction that the maintenance for Muhammad Aashiq Subhani be stopped forthwith.

5. The said order dated 24.03.2021 was a consolidated order whereby the petitioner's application for handing over the custody of respondent No.1 to him was dismissed. To such extent the said order was assailed by the petitioner in Family Appeal No.134/2021 which was dismissed vide judgment dated 10.07.2021.

6. The petitioner filed another application before the Executing Court praying for the payment of the maintenance allowance to respondent No.1 to be stopped as well. The ground taken by the petitioner in his application was that she was old enough to get married and that she had already started earning. Another plea that was taken by the petitioner before the Executing Court was that he could not have been burdened with the liability to enhance the maintenance allowance at the rate of 20% per annum as Section 17A(3) of the Family Courts Act, 1964 provides for an increase in the maintenance allowance at the rate of 10% each year. The Executing Court vide order dated 28.02.2024 dismissed the said application. The petitioner assailed the said order in Family Appeal No.04/14 of 2024 which was also dismissed vide judgment dated 13.06.2024.

7. In order to avoid yearly enhancement in the maintenance allowance on compound basis, the petitioner had also filed an application praying for the enhancement to be made on non-compound basis. This application was decided by the Executing Court vide order dated 24.06.2024. Perusal of the said order shows that the Executing Court had calculated that until the date of the said order, an amount of Rs.28,62,280/- had been paid by the petitioner whereas if the enhancement in the maintenance allowance was to be made on non-compound basis, the petitioner would have been liable to pay Rs.17,98,000/- by June 2024. In this way, the Executing Court calculated that an amount of Rs.10,64,280/- had been overpaid by the petitioner. Instead of issuing directions for the return of the said amount, the Executing Court decided that this amount would be deducted from the future payments of the monthly maintenance allowance. Consequently, it was ordered that the petitioner would not pay any amount till the said amount of Rs.10,64,280/- stands adjusted. It was also ordered that in the event before the adjustment of the said amount is completed respondent No.1 becomes disentitled to the receipt of the maintenance allowance, the petitioner would be entitled to recover the said amount from respondent No.1's mother, Mst. Nargis Parveen.

8. The petitioner as well as respondent No.1 preferred separate appeals against the said order dated 24.06.2024 which were disposed of by the Appellate Court vide consolidated judgment dated 14.10.2024. The Appellate Court ordered that the petitioner will continue to pay maintenance allowance after enhancement at the rate of 20% "*on the basis of initial amount*" i.e. on non-compound basis. As regards the excess amount paid by the petitioner, the same would be settled at the stage when respondent No.1's entitlement to maintenance comes to an end. It was also observed that at that stage it will be up to the petitioner whether or not to recover the excess amount paid by him to his daughter.

9. Against the said consolidated judgment dated 14.10.2024, the petitioner filed writ petition No.16107/2024 whereas respondent No.1 filed writ petition No.2649/2025. Vide judgment dated 11.09.2025, writ petition No.2649/2025 was allowed whereas writ petition No.16107/2024 was dismissed. The High Court after making reference to the law laid down in the judgment dated 09.10.2024 passed by the

Lahore High Court in writ petition No.7340/2024 directed that the Executing Court *“shall calculate the maintenance allowance with enhancement of 20% on compound basis.”*

10. The said judgment dated 11.09.2025 has been assailed by the petitioner in the instant petition.

11. Learned counsel for the petitioner drew the attention of the Court to the judgment dated 14.04.2026 passed by this Court in CPLA No.3204/2022 and submitted that the Family Court, through its judgment and decree dated 16.03.2010, had not obligated the petitioner to enhance the maintenance allowance payable to his daughter by 20% per annum on compound basis. Since there was no such direction issued by the Family Court to the petitioner, the annual enhancement by 20% could not have been made on compound basis.

12. Section 17A in its substituted form was inserted in the Family Courts Act, 1964 through the Punjab Family Courts (Amendment) Act, 2015 on 18.03.2015. Section 17A(3) provides that if the Family Court does not prescribe the annual increase in the maintenance, the maintenance fixed by the Court shall automatically stand increased at the rate of 10% each year. By no means does this provision obligate the Family Court to fix or restrict the annual increase in the maintenance to 10%. Furthermore, it also does not prevent the Family Court to direct for the enhancement in the annual maintenance to be made on compound basis. Section 17A(3) comes into play only where the decree is silent on the rate of the annual increase in the maintenance allowance.

13. In the case at hand, the Family Court's judgment and decree dated 16.03.2010 had entitled each of the petitioner's children to maintenance allowance at the rate of Rs.2,500/- per month *“with 20% annual increase in future.”* This decree has attained finality. By no means can an Executing Court go behind this decree and read into it the words which are not mentioned therein. Therefore, the petitioner cannot escape his obligation to pay maintenance with an annual increment of 20%. However, on the question whether such annual enhancement in the rate of maintenance is to be calculated on compound basis or non-compound basis, the said decree is silent.

14. By the time the Executing Court passed the order dated 24.06.2024, the petitioner had paid a total amount of Rs.28,62,280/- as

maintenance allowance. This payment was made by calculating the annual enhancement of 20% in the maintenance allowance on compound basis. If the calculation had to be made on non-compound basis, the petitioner would have been liable to pay Rs.17,98,000/- by June, 2024. It is on this basis that the Executing Court held in its order dated 24.06.2024 that the petitioner had paid an extra amount of Rs.10,64,280/-. The vital question that needs to be answered is whether in a case where the decree is silent as to whether the annual enhancement in the maintenance allowance is to be made on compound or non-compound basis, would the judgment debtor be under an obligation to pay the maintenance allowance annually enhanced on compound or non-compound basis. This question has of late been answered by this Court in the judgment dated 14.04.2026 passed in CPLA No.3204/2022. In the said judgment, this Court, after making reference to the law laid down in the case of Najm Koreshi Vs. Chase Manhattan Bank (2015 SCMR 1461), deduced the principle that *“where the decree is silent regarding compounding, the increase or interest must be confined to the originally decreed amount and not extended to the accumulated sum, to be increased every year.”* Paragraph 9 of this Court’s judgment dated 14.04.2026 is reproduced hereinbelow:-

“9. Applying the above principle to the present case, the decree does not provide that the 20% increase shall be calculated on a compound basis. The expression used in the decree does not indicate that each subsequent increase would be calculated on the enhanced amount of the previous year. In the absence of such' express stipulation, the learned Executing Court clearly fell into error by calculating the increase on a compound basis, thereby going beyond the decree. The learned Appellate Court rightly corrected this error by holding that the said 20% increase is to be calculated each year on the originally decreed amount i.e. Rs.65,000/-.”

15. It ought to be borne in mind that in the case referred to herein above, the decree of the Family Court was silent as to whether the annual enhancement of the maintenance allowance was to be on compound or non-compound basis. It is only in cases where the decree does not specify whether the annual enhancement of the maintenance allowance is to be on compound or non-compound basis that the annual enhancement will be on non-compound basis. Where the Family Court, in its discretion, orders for annual enhancement of the maintenance allowance to be more than 10% or for such enhancement to be on compound basis it does not in any manner violate Section

17A(3) of the Family Courts Act, 1964. In order to avoid unnecessary litigation, we also echo the observation of this Court in the said judgment dated 14.04.2026 that the Family Court, while fixing the quantum of maintenance, must also clearly specify the mode and manner of the increase in the maintenance in that it must expressly state whether the annual increase in the maintenance is to be on compound or non-compound basis.

16. Since the impugned judgment of the High Court is not in accord with the law laid down by this Court in its judgment dated 14.04.2026 passed in CPLA No.3204/2022, the same is liable to be set-aside to the extent of obligating the petitioner to pay annual enhancement in the maintenance allowance on compound basis, and therefore, the annual enhancement in the maintenance allowance on non-compound basis as determined by the Executing Court and the Appellate Court is liable to be restored. As regards the treatment of Rs.10,64,280/- which was calculated by the Executing Court and the Appellate Court to have been overpaid by the petitioner, we are in consonance with the view taken by the Appellate Court that the petitioner shall continue to pay maintenance allowance until respondent No.1 remains entitled to receive the same under the law; and that as and when she becomes disentitled to receive maintenance from the petitioner the latter will decide whether or not to recover the said overpaid amount from her.

17. In view of the above, the instant petition is converted into appeal and **allowed**; the impugned judgment dated 11.09.2025 is **set-aside** only to the extent of the direction made to the Executing Court to calculate the maintenance allowance with yearly enhancement at the rate of 20% on compound basis; the judgment dated 14.10.2024 passed by the Appellate Court is restored.

18. Before parting with this judgment, it may be observed that on the last date of hearing, we were informed that the petitioner had filed a suit for recovery of maintenance against his daughter, Sadia Arooj/respondent No.1 by taking the plea that since she is earning she ought to provide maintenance for her father. Learned counsel for the petitioner had submitted that the said suit would be withdrawn prior to the next date of hearing. Today, when asked as to whether the petitioner had withdrawn the suit, he brought on record an attested copy of the petitioner's statement that he did not want to pursue the suit and would

have no objection on the dismissal of the suit as having been withdrawn with the permission to file afresh. In the event the suit is not withdrawn by the petitioner, this fact would cause us to review our judgment.

Chief Justice

Judge

Judge

Announced in open Court on _____/2026

Judge

Islamabad, the
22nd September, 2026
Approved for reporting
Qamar Khan/*