

Maintenance Increase Is Not Compounded Unless Decree Says So: Pakistan Supreme Court

The Supreme Court held that a 20% annual maintenance increase runs on the original amount when the decree is silent on compounding, while section 17A(3) does not cap a court-ordered increase at 10%.

Sadiq Subhani v Sadia Arooj and others | Supreme Court of Pakistan | 22 September 2026

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The central rule

When a family court decree orders a percentage increase in maintenance every year but does not say whether the increase is compound, the increase is calculated on the original amount. The Supreme Court of Pakistan applied that rule in *Sadiq Subhani v Sadia Arooj and others*, C.P.L.A. No. 4959/2025. It set aside the Lahore High Court's direction to calculate a 20% annual increase on a compound basis and restored the appellate court's non-compound calculation.

The seven-page order is dated 22 September 2026 and records a hearing on 7 September 2026. Justice Miangul Hassan Aurangzeb wrote for a three-member bench with Chief Justice Yahya Afridi and Justice Malik Shahzad Ahmed Khan. The order states that it was approved for reporting; the supplied copy does not provide a reporter citation or completed open-court announcement date.

The key qualification is the wording of the decree. A family court may expressly order compounding. Silence on compounding is what led to a simple annual increase here.

Background: a final maintenance decree

The parties' marriage ended in 2008. The mother and two children sued for maintenance in 2009. On 16 March 2010, the Family Court awarded each child Rs 2,500 per month from 18 July 2009, with a 20% annual increase. For the daughter, the decree linked entitlement to marriage; for the son, it referred to his ability to earn a livelihood. The decree was not shown to have been appealed and became final.

Later execution proceedings raised disputes about both entitlement and calculation. The father's maintenance payments for the son were stopped under a 2021 executing court order after the son attained majority. The father also sought to stop payments for the daughter, arguing that she was old enough to marry and had begun earning, and questioned the 20% rate. The Supreme Court's decision in this petition focused on how to calculate the annual increase in the daughter's maintenance and how to handle the amount already paid.

On 24 June 2024, the executing court calculated that the father had paid Rs 2,862,280 using a compound increase, compared with Rs 1,798,000 on a non-compound basis. It treated the difference, Rs 1,064,280, as an overpayment. The appellate court required continued monthly maintenance at 20% on the original amount and deferred any decision about recovery of the excess until the daughter's entitlement ends. The Lahore High Court instead directed compound calculation. Both sides' challenges led to the Supreme Court proceedings.

Why section 17A(3) did not reduce the 20% rate

The father argued that section 17A(3) of the Family Courts Act, 1964 provided a 10% annual increase and therefore displaced the 20% in the decree. The Supreme Court rejected this reading. The provision, introduced in its substituted form in Punjab in 2015, supplies an automatic 10% increase if the Family Court has not prescribed an annual rate. It does not cap a rate expressly fixed by the court at 10%, and it does not prohibit a court from expressly ordering compound increases.

Here the final 2010 decree expressly said 20% annual increase. An executing court cannot go behind that decree to replace 20% with 10%. The unresolved point was the calculation method, because the decree did not say that the increment should be applied to each year's enhanced figure.

A silent decree means simple, not compound, increase

The Supreme Court followed its decision of 14 April 2026 in C.P.L.A. No. 3204/2022. That decision held that where a decree does not provide for compounding, the increase is confined to the originally decreed amount rather than applied to the running enhanced total. The Court therefore restored the non-compound method in this case.

For a simple illustration, if monthly maintenance starts at Rs 2,500 with a 20% annual rise on the original figure, each year's increment is Rs 500 per month: Rs 3,000 after one year and Rs 3,500 after two years. Compounding would instead make the second increase 20% of Rs 3,000, yielding Rs 3,600. This illustration shows the distinction; it is not a recalculation of the parties' complete payment history or their entitlement periods.

The Court urged family courts to state explicitly in future decrees whether annual increases are to be compound or non-compound. Clear wording can prevent years of execution litigation and substantial differences in accumulated payments.

Overpayment and the actual outcome

The Supreme Court accepted the appellate court's approach to the Rs 1,064,280 calculated as excess payment. The father must continue paying maintenance for as long as the daughter is entitled under law. When that entitlement ends, he may decide whether to seek recovery of the overpaid amount from her. The order did not direct an immediate refund or permit payments to stop while the difference is adjusted.

It converted the petition into an appeal, allowed it, set aside the High Court decision only insofar as it required compound calculation, and restored the appellate judgment of 14 October 2024. The Court also recorded counsel's statement that the father would withdraw a separate suit seeking maintenance from his daughter and warned that failure to withdraw it could cause the Court to review this judgment. That issue was distinct from the calculation rule.

Practical guidance

In a maintenance execution dispute, start with the exact words of the final decree. Identify the original monthly amount, the prescribed annual rate, the starting date, and any express direction on compounding. Section 17A(3)'s automatic 10% mechanism matters where the decree has not prescribed the annual rate; it does not rewrite an express 20% award. If a decree is silent on compounding, this judgment supports calculating each annual increment on the original figure.

The ruling does not decide that every maintenance award in Pakistan must increase by 20%, nor that compound increases are invalid. Those questions depend on the decree and applicable law. Read the complete order and verify later proceedings before relying on this case in litigation.

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