

Lahore High Court: Khula Decree Is Not Appealable, but Dower-Return Liability Is

The Lahore High Court held that a Khula decree attains finality, but an appeal remains competent on the wife's civil liability to return dower or other marriage benefits.

Lahore High Court family-law judgment analysis
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Case: Writ Petition No. 6742 of 2024

Court and date: Lahore High Court, Bahawalpur Bench | 16 September 2026

Bench: Justice Tanveer Ahmad Sheikh

Result: Financial dispute remanded; Khula decree remained final

The ruling in one sentence

The Lahore High Court held that Section 14 of the Family Courts Act, 1964 bars an appeal against the dissolution of marriage through Khula, but it does not bar an appeal concerning the wife's separate civil liability to return dower or other benefits received in consideration of the marriage.

In *Farhan Ahmed Bhatti v Additional District Judge and two others*, Justice Tanveer Ahmad Sheikh accepted the husband's constitutional petition, set aside the appellate judgment and remanded the dispute to the Family Court for a focused determination of the benefits returnable by the wife. The Khula decree itself was left untouched and had already attained finality.

How the dispute arose

Bushra Fareed filed a family suit seeking dissolution of marriage on the ground of cruelty. When the suit was fixed on 3 February 2024 for cross-examination of the defence witnesses, she applied to have her statement recorded for dissolution through Khula instead of cruelty.

According to the judgment, she stated that she had received the dowry articles, gave up past and Iddat maintenance, and withdrew the claims relating to dower and maintenance. The Family Court dissolved the marriage through Khula and directed her to return the dower to the husband if she had received it. The dowry claim was dismissed as infructuous, while the dower and maintenance claims were dismissed as withdrawn.

The husband appealed. On 27 June 2024, the Additional District Judge dismissed that appeal as incompetent on the basis that Section 14 does not permit an appeal against a decree of Khula.

The husband then invoked the Lahore High Court's constitutional jurisdiction under Article 199.

What the husband argued about the dower

The dispute before the High Court was not a request to restore the marriage. The husband focused on the financial consequences of Khula.

He relied on Columns 13 to 16 of the Nikahnama. The judgment records his case that Rs5,000 was paid in cash at the time of Nikah, five tolas of gold jewellery were to be given at the marriage, and he was also bound to transfer a constructed four-marla house.

The husband maintained that these obligations had been performed. In particular, he relied on a

registered sale deed dated 26 July 2019 concerning a four-marla house purchased in the wife's name. He argued that the wife first claimed unpaid dower and later withdrew that claim when obtaining Khula, creating the misleading impression that she had merely waived an unpaid benefit even though, according to him, the house had already been received as dower.

His legal argument drew a line between the non-appealable dissolution decree and the appealable determination of the wife's civil liability. He accepted that the marriage could not be reopened through an appeal, but contended that the Family Court still had to identify the dower or other marriage benefits already received and determine what had to be returned as the price of Khula.

The wife's response

The wife opposed the petition and defended both judgments below as a correct application of Section 14. Her counsel also informed the High Court that she had contracted a second marriage after the Khula decree and was living with her second husband.

That circumstance reinforced the need to keep the dissolution decree final. The High Court did not disturb the Khula, did not revive the former marriage and did not make the validity of the wife's later marriage dependent on the remanded financial dispute.

The distinction made by the Lahore High Court

The central point of the judgment is that a Khula case may contain two legally distinct consequences.

The first is dissolution of the marriage. Under Section 14, that decree is not appealable. Once passed, it attains finality and cannot be reopened through an ordinary family appeal.

The second is determination of civil liability arising from the Khula. This includes deciding the quantum of Haq-ul-Maher or any other benefit that the wife must return to the husband. According to the High Court, this part must be judicially determined by the Family Court and remains open to appellate scrutiny.

The Additional District Judge therefore treated the statutory bar too broadly. The husband could not appeal against the termination of the marriage, but his appeal was competent on the unresolved financial controversy.

Supreme Court authority applied

The High Court relied on *Dr. Akhlaq Ahmad v Mst. Kishwar Sultana and others*, PLD 1983 Supreme Court 169. That authority explains that the language of the relevant provisions prevents an appeal against dissolution of marriage, while the Family Court must still determine the wife's civil liability and the quantum of dower or other benefits returnable upon Khula.

The judgment also referred to *Shahzado Shah v Mst. Anila*, 2009 YLR 2399, and *Farrah Bashir v Muhammad Umar Tahir and others*, 2014 CLC 1605.

These authorities supported a divided approach: preserve the finality of the dissolution decree, but permit adjudication and appeal on the separable financial consequences.

Why the four-marla house mattered

The registered sale deed marked as Exhibit D27 was central to the High Court's concern. The Court observed that it suggested the wife had already received a constructed four-marla house as dower.

That observation was not a final declaration that the husband had conclusively proved every element of his claim or that the house had to be transferred back immediately. The High Court instead held that the material created a question requiring trial. The Family Court had to frame the necessary issues, record evidence from both parties and determine what benefit had actually been received and what liability followed from Khula.

This procedural distinction is important. A remand is not a final decree in the husband's favour on the merits. It restores the unresolved financial controversy to the competent fact-finding court.

The error committed by the courts below

The Family Court dissolved the marriage and used the phrase that the dower should be returned if it had been received, but it did not decide the disputed facts concerning the alleged payment of dower and the four-marla house.

The appellate court then dismissed the entire appeal as incompetent. In the High Court's view, both courts failed to exercise the jurisdiction vested in them. The trial court left the civil liability undetermined, and the appellate court incorrectly treated the statutory bar against appeal from the dissolution decree as extending to every remaining controversy between the parties.

The High Court therefore set aside the appellate judgment dated 27 June 2024.

The final order

The constitutional petition was accepted. The High Court held that:

- the appeal was not maintainable against the decree dissolving the marriage through Khula;
- the Khula decree had attained finality;
- the appeal was competent regarding the remaining controversies, including the wife's civil liability to return dower or other benefits;
- the Family Court had to frame issues, record evidence and decide that liability after hearing both sides; and
- the remanded question had to be decided within two months after receipt of the certified judgment, with an intimation sent to the High Court through the Deputy Registrar (Judicial).

The judgment was approved for reporting.

What the judgment means for family-law practice

The decision gives lawyers a precise answer when a Khula decree and its financial consequences are combined in one judgment. A party cannot use an appeal to reverse the dissolution of marriage. However, Section 14 should not be invoked to shield an incomplete or legally defective determination of dower, Zar-e-Khula or another returnable marriage benefit.

An appeal should identify the separable financial question with care. The memorandum must make clear that the appellant is not seeking restoration of the marital relationship but is challenging the finding, omission or quantum concerning civil liability.

At the trial stage, the Family Court should not leave the return of dower to an uncertain phrase such as "if received" where receipt itself is disputed. It should frame a specific issue, examine the Nikahnama, payment evidence, property documents and testimony, and state exactly what was received and what is legally returnable.

Where immovable property is said to have been given as dower, the record should include the Nikahnama entry, title document, date and source of purchase money, identity of the property, nature of the transfer and the parties' pleaded positions. A registered deed may be powerful evidence, but its legal connection to dower and the resulting liability must still be adjudicated.

What the judgment does not hold

The judgment does not permit an appeal that seeks to undo Khula or compel a wife to resume the marriage. The dissolution remained final.

It does not finally declare that every four-marla house transferred to a wife must be returned after Khula. The result depends on proof that the property was received as dower or another benefit legally returnable in consideration of Khula.

It does not itself decide the exact quantum of liability in this case. That issue was remanded for evidence and determination by the Family Court.

It also does not hold that withdrawing a dower claim automatically proves fraud or waiver. The High Court found that the manner in which the claim was changed, read with the registered sale deed, raised an unresolved question that required adjudication.

The practical legal position

Farhan Ahmed Bhatti clarifies that finality of a Khula decree and accountability for its financial consequences can operate together. The marriage ends without an ordinary appeal, while the courts retain a duty to decide what dower or other benefits were received and what must be returned.

That distinction prevents financial rights from disappearing merely because the dissolution itself is protected from appeal. It also prevents a financial appeal from becoming a disguised attempt to revive a marriage that has legally ended.

This commentary is independent legal analysis for research and general information. The complete judgment, pleadings, Nikahnama, sale deed, evidence, current statutory text and any later judicial treatment should be checked before reliance in proceedings.