

Supreme Court: Nikahnama Dower Columns Must Be Read Together; Property Mahr Cannot Be Defeated

A four-member Supreme Court bench held that Nikahnama entries are primary but rebuttable evidence, Columns 13 to 16 must be read together, and an untransferable dower property may be replaced by its value.

Supreme Court of Pakistan judgment analysis
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Lead case: Mst. Farwa Noreen v Hassan Ali Agha and others

Proceedings: C.P.L.A. Nos. 372-P and 373-P of 2019 with nine connected cases

Court: Supreme Court of Pakistan | Announced 22 September 2026

Bench: Justice Shahid Waheed, Justice Irfan Saadat Khan, Justice Aqeel Ahmed Abbasi and Justice Shahid Bilal Hassan

Result: Common legal questions answered; individual merits reserved for separate benches

The ruling in one sentence

The Supreme Court of Pakistan has held that a Nikahnama is the primary statutory record of a Muslim marriage but not the source of the marriage itself, that its dower-related Columns 13 to 16 must be read harmoniously, and that a husband cannot extinguish the wife's mahr merely because immovable property recorded as dower cannot ultimately be transferred to her.

The judgment was announced on 22 September 2026 by a four-member bench comprising Justice Shahid Waheed, Justice Irfan Saadat Khan, Justice Aqeel Ahmed Abbasi and Justice Shahid Bilal Hassan. Justice Shahid Waheed authored the principal judgment. Justice Shahid Bilal Hassan concurred and added a separate note containing detailed directions for Nikah Registrars and competent local authorities.

What the Supreme Court actually decided

The Court did not finally decide the competing factual claims in the individual petitions and appeals. The batch contained eleven proceedings arising from different High Court judgments, including Mst. Farwa Noreen v Hassan Ali Agha and others, C.P.L.A. Nos. 372-P and 373-P of 2019.

The Court deliberately confined the common judgment to recurring questions of law. It directed that each case be placed before the appropriate bench and decided separately on its own evidence under the newly clarified principles. Any account of the ruling as a final victory for a particular husband or wife would therefore be inaccurate.

The judgment settles six connected questions:

- the legal character of Muslim marriage;
- the nature and purpose of dower;
- the legal effect of giving immovable property in lieu of dower;
- whether the Nikahnama is itself the marriage contract or an official record of it;
- the evidentiary and interpretive treatment of ambiguous Nikahnama entries; and
- the relationship between Columns 13, 14, 15 and 16.

Nikah is a unique legal institution, not an ordinary commercial bargain

The Court held that a Muslim marriage is formed through offer and acceptance between legally competent parties, but it cannot be reduced to an ordinary civil or commercial contract. Nikah is a sui generis legal institution: formed through contract, regulated by Shariah, recognized by statute and protected by the Constitution.

Important matrimonial consequences arise by operation of law rather than merely through the parties' written promises. These include the wife's entitlement to dower, the husband's duty of maintenance where legally due, legitimacy of children, mutual inheritance rights subject to law and prohibitions arising from affinity.

Contract principles may help courts determine formation, interpretation and proof, but they cannot be applied mechanically where that would defeat rights that Islamic law attaches to marriage.

Dower is the wife's proprietary right, not her price

The Court described mahr as a mandatory legal incident of marriage imposed by Islamic law. It rejected the doctrinal error of treating dower as the price of the wife or as consideration in the technical common-law sense.

Dower belongs exclusively to the wife. The parties may lawfully determine its amount, form and time of payment, and may increase it during the marriage. They cannot ordinarily abolish the institution itself. A remission by the wife must be voluntary because she can relinquish only a right that already belongs to her.

The judgment links effective protection of dower with Articles 2A, 14, 25, 35 and 227 of the Constitution. It explains that a court must protect the wife's lawful entitlement without enlarging it beyond the agreement proved by evidence. The object is faithful enforcement, not automatic preference detached from the record.

Property given as dower discharges a matrimonial obligation

Where a husband agrees to give immovable property wholly or partly in lieu of dower, the transaction takes its legal character from the underlying mahr obligation. It is primarily a mode of discharging an existing matrimonial liability rather than an ordinary commercial exchange.

This does not make the general law governing transfer of immovable property irrelevant. Muslim personal law determines whether the wife is entitled to the property as dower, while the applicable property law determines how legal title is conveyed and protected. The two fields must be read together.

The Nikahnama records the marriage; it does not create it

The Court drew a critical distinction between the marriage and the document recording it. A valid Muslim marriage comes into existence on lawful offer and acceptance in the presence of the witnesses required by law. Matrimonial rights and the dower obligation arise at that point.

The Nikahnama is then prepared by a licensed Nikah Registrar under the Muslim Family Laws Ordinance, 1961 and the rules framed under it. Its function is to preserve an authentic contemporary record. In the Court's formulation, it records rather than creates, certifies rather than solemnizes, and preserves rather than originates the parties' rights.

The Nikah Registrar performs a public and statutory duty but does not negotiate the matrimonial terms or determine the amount of dower. His authority is evidentiary, not creative.

Nikahnama entries are primary but rebuttable evidence

Because the Nikahnama is completed by a public functionary and preserved in an official register, its entries enjoy a presumption of regularity under Article 129 of the Qanun-e-Shahadat Order, 1984. They constitute prima facie and ordinarily the best documentary evidence of the marriage terms.

That presumption is not conclusive. The Court recognized that a Nikah Registrar may misunderstand instructions, omit particulars, use inaccurate language or make a clerical error. Where the document is clear, complete and internally consistent, the court ordinarily begins and ends with its language. Where it is genuinely ambiguous, internally inconsistent, incomplete, inaccurately describes the subject matter or is displaced by cogent evidence, the court may receive admissible evidence of the parties' actual consensus.

The burden rests on the party seeking to depart from the official record. A bare denial is insufficient. That party must plead the true agreement, identify the error or ambiguity, explain its source and produce clear, convincing and consistent evidence. The greater the proposed departure from the Nikahnama, the heavier the burden

becomes.

The six-step method for resolving an ambiguous Nikahnama

The Supreme Court set out a practical sequence for Family Courts and other courts:

- first determine whether the disputed entry is clear or genuinely ambiguous;
- identify whether the ambiguity arose from the document, the Registrar, the parties or later events;
- where ambiguity truly exists, consider admissible evidence of the circumstances at the time of marriage;
- consider later conduct only when it reliably reflects the original intention;
- prefer an interpretation that harmonizes all material entries rather than making one meaningless; and
- adopt the interpretation that most faithfully gives effect to the proved agreement while remaining consistent with Islamic law and statute.

The Court cautioned against both extremes. A clerical defect should not destroy a right genuinely agreed by the spouses, but a disappointed litigant cannot escape a clear Nikahnama through an unsupported later assertion.

Columns 13 to 16 form one dower scheme

The judgment clarifies that Columns 13, 14, 15 and 16 address different aspects of the same subject and are complementary rather than mutually exclusive.

Column 13 records the amount or quantity of dower and is not confined to cash. Dower may consist of money, gold, jewellery, movable or immovable property, shares, dividends or another lawful asset of value. Column 14 divides the dower into prompt and deferred portions. Column 15 records what was actually paid at the time of marriage. Column 16 records property given in lieu of the whole or part of the dower, together with its identification and agreed valuation.

No one column automatically overrides another. The Court held that the dower recorded across these columns collectively represents the parties' complete arrangement. Their meaning must be gathered from the Nikahnama as a whole, the pleadings and admissible evidence rather than from an isolated heading or unilateral later claim.

The ruling clarifies and further explains the approach taken in *Haseen Ullah v Mst. Naheed Begum and others*, PLD 2022 SC 686, *Mst. Fakhra Jabeen and others v Wasif Ali and others*, PLD 2026 SC 20, and *Muhammad Yousaf v Huma Saeed*, 2024 SCMR 1078.

What happens if the dower property cannot be transferred

The most practically important rule concerns property that the husband did not own, owned only partly, failed adequately to identify, or later lost through litigation.

The Court held that inability to transfer or retain that property does not extinguish the underlying mahr obligation. Where an agreed value is recorded in the Nikahnama, the husband remains liable for that value. Where no value was agreed or recorded, the court may determine the property's market value prevailing at the time of the decree or adjudication of the wife's dower claim.

This prevents a husband from benefiting from his own inability or failure to perform the property undertaking. It also preserves the distinction between the wife's substantive right to dower and the legal mechanics of transferring title in a particular asset.

Justice Shahid Bilal Hassan's concurring directions

Justice Shahid Bilal Hassan agreed with the principal judgment and added a separate note. His note emphasizes the statutory character of the prescribed Nikahnama and the need to derive the parties' intention objectively from the whole document, its structure, the pleadings and the evidence.

The concurring note directs Nikah Registrars to use the prescribed form, complete every relevant column carefully, state the full dower in Column 13, give adequate identifying particulars and valuation for property in Column 16, and explain the material entries before obtaining signatures or thumb impressions.

It also calls for periodic training and inspection by the competent authorities and action where a Registrar fails to perform statutory duties or violates licence conditions. These directions are important preventive measures: many later disputes can be avoided if the dower, property description, prompt or deferred division, payment status and special conditions are recorded accurately at the time of Nikah.

Immediate effect on pending family cases

Family Courts should no longer treat a heading or isolated entry as conclusive without reading the full dower arrangement. A party relying on the Nikahnama starts with strong documentary support, while a party alleging a recording mistake must meet a defined evidentiary burden.

Claims involving property require separate attention to ownership, description, agreed valuation and the legal mode of transfer. Even if the identified asset cannot pass, the court must still decide whether its value remains payable as mahr.

Lawyers should plead the alleged true agreement with precision. They should identify the exact column, explain the claimed mistake, produce contemporaneous evidence and connect later conduct to the parties' original consensus. General assertions about custom, intention or a Registrar's error will not be enough.

What the judgment does not decide

The judgment does not determine the factual merits of any of the eleven proceedings in the batch. Each case will return to an appropriate bench for a decision on its own pleadings and evidence.

It does not make every oral allegation capable of overriding the Nikahnama. The document remains the primary evidence and departures require cogent proof.

It does not hold that a wife automatically receives both every monetary entry and every property entry regardless of the proved agreement. The columns must be read together to identify the complete dower actually agreed.

It also does not itself transfer title in property contrary to governing property law. It preserves the mahr obligation while requiring the substantive entitlement and legal mode of transfer to operate harmoniously.

Final legal position

The decision gives Pakistani family courts a structured method for resolving dower disputes without sacrificing either the reliability of the statutory record or the parties' true agreement. The Nikahnama carries substantial evidentiary weight, but it is not infallible. Its dower columns are parts of one legal scheme, not competing boxes.

Most importantly, a property-based mahr promise cannot be defeated simply by showing that the identified asset is unavailable or incapable of transfer. Once the court determines what was lawfully agreed, the wife's proprietary right must be given practical effect.

This commentary is independent legal analysis for research and general information. The complete judgment, Nikahnama, pleadings, evidence, applicable property law and later judicial treatment should be checked before reliance in proceedings.