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Pakistan Superior Courts — Verified Judgment Digest

Saturday, 27 June 2026

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Supreme Court of Pakistan

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CIVIL SERVANTS — SUPERSESSION VS DEFERMENT; RULE 13-A INTER-SE SENIORITY; SINDH MUKHTIARKARS

Faheemuddin Memon & connected v. Province of Sindh through Chief Secretary & others

CIVIL PETITIONS CONVERTED INTO APPEALS AND PARTLY ALLOWED; MATTER REMANDED TO SECRETARY REVENUE DEPARTMENT, GOVT OF SINDH FOR LIMITED RE-EXAMINATION OF SENIORITY RANKING

C.P.L.A. Nos.914-K to 919-K of 2023 · Bench: Justice Muhammad Ali Mazhar (author); Justice Aqeel Ahmed Abbasi; Justice Muhammad Shafi Siddiqui · Decided: 23.06.2026 · Uploaded: 24-06-2026

FACTS

Petitions challenged the consolidated judgment of the Sindh Service Tribunal, Karachi dated 22.05.2023 in Service Appeals Nos.32 to 37/2022 concerning seniority of Mukhtiarkars (BS-16). The controversy involved three categories: (1) Promotees — 37 Mukhtiarkars cleared and notified on regular promotion on 03.01.2011 by the DPC (convened 27.11.2010) which considered 91 Assistant Mukhtiarkars against 37 available vacant posts in the 50% promotion quota (out of 222 sanctioned posts, 111 falling under the promotion quota of which 74 were already filled); (2) Deferred Mukhtiarkars — 54 Assistant Mukhtiarkars deferred by the DPC due to pending departmental, criminal and anti-corruption proceedings, who were subsequently promoted in 2012, 2013 and 2014 but allowed seniority with retrospective effect from 03.01.2011; and (3) Direct Recruits — 95 Mukhtiarkars appointed on regular basis through SPSC under the 50% direct quota on 31.10.2011. Direct Recruits challenged the seniority list dated 25.03.2015 before the Tribunal which set it aside on 29.04.2016. In Civil Appeals 489-491/2017, this Court vide judgment 19.01.2021 remanded the matter directing fresh seniority list following 50% quotas strictly, no cross-quota promotion, ad-hoc promotees entitled only from date of regular appointment, and inter-se seniority from the date of regular appointment under the relevant rules. The Department issued the Final Seniority List dated 08.06.2021 — in which Promotees were pushed below Direct Recruits. The Tribunal dismissed the petitioners' (Promotees') service appeals through the impugned judgment 22.05.2023.

LEGAL ISSUE

(i) The conceptual distinction between 'supersession' and 'deferment' under Sindh civil servant law; (ii) whether Deferred Mukhtiarkars are entitled to inter-se seniority with their batchmates promoted on 03.01.2011 under Rule 13-A of the Sindh Civil Servants (Probation, Confirmation & Seniority) Rules 1975; (iii) whether the inter-se seniority of promoted Mukhtiarkars (including deferred batch) vis-à-vis directly recruited Mukhtiarkars appointed on 31.10.2011 was correctly fixed in the Final Seniority List dated 08.06.2021.

HOLDING

The Court drew a categorical distinction between 'supersession' and 'deferment'. SUPERSESSION is a formal declaration by the CSB/PSB/DPC that a civil servant is presently not suitable for promotion — arising from failure to meet quantified performance thresholds, unsatisfactory PERs, lacking mandatory training/courses, repeated failures in training, or record of major penalties. A superseded officer loses inter-se seniority and is generally not reconsidered until improved PERs. DEFERMENT, by contrast, denotes an administrative delay rather than a judgment of unfitness — typically arising from missing trainings, incomplete PERs, or pending disciplinary proceedings; it is a temporary postponement that maintains and upholds batch ranking, so that on promotion after the deferment phase seniority remains protected with the original batchmates. Reference was made to Rule 2(f), Rule 7 (conditions for deferment) and Rule 2 'supersession', Rule 8 of the Sindh Civil Servants Promotion (BPS-18 to BPS-21) Rules, 2022 for definitional clarity. Rule 13-A of the 1975 Rules directly applies and unequivocally provides that a civil servant not promoted on his turn on the ground of (i) disputed/undetermined seniority; (ii) deputation/training/leave; (iii) pending disciplinary proceedings; or (iv) any reason other than unfitness — shall on subsequent promotion be deemed to have been promoted in the same batch as his juniors. The argument that 54 deferred Assistant Mukhtiarkars were superseded by the 37 promoted Assistant Mukhtiarkars was rejected: no specific supersession order was passed; their credentials were not considered just because of pending disciplinary

actions and anti-corruption cases. The argument that no post was reserved for the deferred candidates was also rejected — when the deferred candidates were out of race from inception, promotion was rightly considered between the available contenders; merely non-availability of promotion quota does not debar deferred candidates from inter-se seniority with batchmates after attaining promotion. The Tribunal's judgment on this aspect was maintained. HOWEVER, the question whether inter-se seniority of promoted Mukhtiarkars (including deferred batch with retrospective seniority from 03.01.2011) vis-à-vis directly recruited Mukhtiarkars appointed on 31.10.2011 was rightly fixed in the Final Seniority List dated 08.06.2021 required further consideration. The Tribunal had observed (para 20) that direct recruits' seniority is reckoned from 31.10.2011 per Rule 10 but did not address with clarity whether the inter-se positioning was correct. Matter remanded for limited re-examination.

LEGAL SIGNIFICANCE

A definitive Supreme Court restatement of the doctrinal distinction between supersession and deferment in Sindh civil servant law, settling that deferment does not entail loss of inter-se seniority. It operationalises Rule 13-A of the 1975 Rules — when a civil servant is not promoted on his turn for reasons other than unfitness (including pending disciplinary/criminal/anti-corruption proceedings), seniority remains protected on subsequent promotion deemed effective from the date juniors were promoted. The judgment also imports the conceptual framework of the Sindh Civil Servants Promotion (BPS-18 to BPS-21) Rules, 2022 (Rules 2(f), 7 for deferment; Rule 2 'supersession', Rule 8) into the construction of the 1975 Rules. Significantly, the Court reopens the limited question of inter-se seniority between Promotees and Direct Recruits after compliance exercise — a window for further departmental scrutiny within two months.

LEGAL PROPOSITIONS (VERBATIM)

- *More often than not, the civil servant laws and service structure, the aphorism 'supersession' converse in the decision of the Central Selection Board (CSB), Provincial Selection Board (PSB), or Departmental Promotion Committee (DPC) which bypasses or sidesteps a senior civil servant for promotion and the promotion is accorded to a junior officer.*
- *When a civil servant is superseded and juniors/counterparts are promoted, the superseded officer loses his inter-se seniority.*
- *The expression 'deferment' denotes an administrative delay rather than a judgment of unfitness or incompetency against the prospective candidate.*
- *Deferment is temporary postponement but not a negative judgment on merit or fitness but is considered as an unbiased and impartial administrative break in proceedings that profusely maintains and upholds batch ranking, therefore, on promotion after the phase of deferment, the seniority remains protected with the original batchmates.*
- *A civil servant, who is not promoted on his turn on the ground that (i) his seniority is under dispute or is not determined; or (ii) he is on deputation, training or leave; or (iii) disciplinary proceedings are pending against him; or (iv) he is not considered for promotion for any reason other than his unfitness for promotions; shall on subsequent promotion, subject to any order made by the competent authority in this behalf for the purpose of inter-se seniority in the higher post be deemed to have been promoted in the same batch as his juniors.*
- *Merely non-availability of promotion quota does not debar the deferred candidates from claiming inter se seniority with their batchmates after attaining promotion though subsequently but after washing away or mopping the stigma if any against the right of promotion.*

LEGAL PRINCIPLES EXPOUNDED

Supersession is a formal merit-based bypass with loss of seniority; deferment is an administrative pause that preserves batch ranking.

Source: *The expression 'supersession' cannot be confused with the terms 'deferment', as both have different weightage and credence.*

Authority: *Rules 2, 7, 8, Sindh Civil Servants Promotion (BPS-18 to BPS-21) Rules 2022; Rule 13-A, Sindh Civil Servants (Probation, Confirmation & Seniority) Rules 1975*

Rule 13-A of 1975 Rules protects inter-se seniority of a civil servant not promoted on his turn for reasons other than unfitness (disputed seniority, deputation/training/leave, pending disciplinary

proceedings).

Source: Rule 13-A of 1975 Rules has the direct nexus to the case at hand wherein it is clearly provided without any shadow of doubt that a civil servant, who is not promoted on his turn ... shall on subsequent promotion ... be deemed to have been promoted in the same batch as his juniors.

Authority: Rule 13-A, Sindh Civil Servants (Probation, Confirmation & Seniority) Rules 1975

Seniority under Section 8, Sindh Civil Servants Act 1973 does not confer a vested right; it is determined by the appointing authority for proper service administration.

Source: Section 8 relates to the seniority, whereby for proper administration of a service, cadre or post the appointing authority is obligated to cause a seniority list of the members ... but it does not confer any vested right to a particular seniority.

Authority: Section 8, Sindh Civil Servants Act 1973

On the question of inter-se seniority between promoted and directly recruited Mukhtiarkars, limited re-examination is warranted; the Tribunal did not address with clarity whether positioning was right.

Source: it was not adverted to with clarity whether inter-se seniority of promoted Mukhtiarkars vis-à-vis directly recruited Mukhtiarkars on 31.10.2011 was rightly fixed or not but simply dismissed the service appeals.

Authority: Rule 10, 1975 Rules; Court's order 19.01.2021 in CA 489-491/2017

OPERATIVE ORDER

In the wake of the above discussion, the Civil Petitions are converted into appeals and partly allowed. As a consequence thereof, the matter is remanded to the Secretary Revenue Department, Government of Sindh, only for limited re-examination and re-visitation of seniority ranking of promoted Mukhtiarkars from the date of promotion and directly recruited Mukhtiarkars from the date of appointment and if any lapse or apparent error or violation of 1975 Rules is found, pass an appropriate order within two months for correction if any required in the Final Seniority List of Mukhtiarkars (BPS-16) dated 08.06.2021 after hearing the stakeholders.

■ View Full Judgment**PRE-EMPTION — MANDATORY PLEADING OF DATE, PLACE AND TIME OF TALB-E-MUWATHIBAT****Sherzali & others v. Saad Ullah Khan**

APPEAL ALLOWED; JUDGMENTS OF HIGH COURT AND APPELLATE COURT SET ASIDE; TRIAL COURT'S DISMISSAL RESTORED

C.A. No.888/2020 (out of C.P. No.893/2017) · Bench: Justice Muhammad Ali Mazhar; Justice Musarrat Hilali; Justice Shahid Bilal Hassan (author) · Decided: 09.06.2026 · Uploaded: 24-06-2026

FACTS

Saad Ullah Khan (respondent/plaintiff) instituted a suit for possession by pre-emption in respect of land measuring 6 kanals 8 marlas in Khasra No.1312, village Bilitang, District Kohat, transferred via Mutation No.4895 attested on 27.12.2003 in favour of Sherzali and others (appellants/defendants). The plaintiff alleged he gained knowledge of the sale from Shams-ul-Haq at about 4:00 p.m., immediately performed Talb-e-Muwathibat and thereafter completed Talb-e-Ishhad. The trial Court dismissed the suit on 02.09.2009 holding that the plaintiff failed to specifically plead the date and place of Talb-e-Muwathibat as required by Section 13 of the Khyber Pakhtunkhwa Pre-emption Act, 1987. The District Judge, Kohat reversed on 10.02.2011 accepting that Talb-e-Muwathibat and Talb-e-Ishhad were sufficiently pleaded and proved on record. The Peshawar High Court dismissed Civil Revision No.374-P/2011 on 06.03.2017 affirming the appellate court. The Supreme Court granted leave on 14.10.2020 to consider whether the date and place of Talb-e-Muwathibat had been specifically pleaded and whether the mention of date and time in the cause-of-action paragraph could be treated as such pleading, relying on Pir Muhammad v Faqir Muhammad (PLD 2007 SC 302).

LEGAL ISSUE

Whether the plaintiff's failure specifically to plead the date and place of Talb-e-Muwathibat is fatal to a suit for pre-emption under Section 13 of the Khyber Pakhtunkhwa Pre-emption Act, 1987 — and whether such omission can be cured by subsequent evidence; whether the chain of source of information of sale must be

specifically pleaded; whether failure to prove Talb-e-Muwathibat dispenses with examination of Talb-e-Ishhad.

HOLDING

Appeal allowed. The five-member Bench judgment in Mian Pir Muhammad v Faqir Muhammad (PLD 2007 SC 302) is binding and authoritatively held that it is mandatory for a pre-emptor to specifically plead the date, place and time of Talb-e-Muwathibat as well as the date of issuance of notice regarding Talb-e-Ishhad; omission of these particulars is fatal. This view approved the earlier line of authorities in Haji Muhammad Salem v Khuda Bakhsh (PLD 2003 SC 315) and Fazal Suhhan v Sahib Jamala (PLD 2005 SC 977), and was reaffirmed in Khyber Khan v Haji Malik Amanullah Khan (2007 SCMR 1036), Dr Pir Muhammad Khan v Khuda Bukhsh (2015 SCMR 1243), Farid Ullah Khan v Irfan Ullah Khan (2022 SCMR 1231), Kashmali Khan v Mst Malala (2023 SCMR 1176), and most recently Ghulam Abbas v Abdul Sattar (2026 SCP 172, 21.05.2026). Talb-e-Muwathibat is a 'jumping demand' requiring immediacy — the law insists upon strict proof of the exact date, time and place when knowledge of the sale was first acquired and when the demand was made. The chain of source of information must be complete; here the respondent could not plead from whom the informer received the information. The plaint admittedly did not contain the essential particulars regarding date and place of Talb-e-Muwathibat. Once the foundational requirement is absent from the pleadings, no amount of evidence can cure the defect, because a party cannot travel beyond its pleading. Where Talb-e-Muwathibat is not proved, examination of Talb-e-Ishhad becomes unnecessary as the foundation of pre-emption collapses. The Appellate Court and High Court erred in treating the defect as curable through evidence; trial Court's dismissal restored.

LEGAL SIGNIFICANCE

A clean, definitive reaffirmation by the Supreme Court of the mandatory pleading rule for pre-emption suits — date, place and time of Talb-e-Muwathibat must be specifically pleaded in the plaint, not relegated to a cause-of-action paragraph or proven for the first time in evidence. The judgment synthesizes a consistent line of authority from PLD 2003 SC 315 to 2026 SCP 172. The principle that the entire 'superstructure' of pre-emption collapses where the foundational demand is not properly pleaded will streamline disposal of pre-emption suits at the threshold. The reiteration of the 'fragile/weak right' characterization further entrenches strict construction. Important reference value for KPK Pre-emption Act 1987 and Punjab/Sindh equivalents.

LEGAL PROPOSITIONS (VERBATIM)

- *The date, time and place of Talb-i-Muwathibat are not mere formalities but constitute the very foundation upon which a suit for pre-emption rests.*
- *If the foundational demand itself is not specifically pleaded and proved, the entire edifice of the claim collapses.*
- *The right of pre-emption is a unique and a fragile right.*
- *The foundation of the right of pre-emption rests on the making of Talb-i-Muwathibat; if it is not made in accordance with the law, the entire superstructure collapses.*
- *A party cannot travel beyond its pleading and is bound by its pleadings.*
- *Only the complete chain of the source of information of the sale can establish the essential elements of Talb-i-Muwathibat.*
- *Where the plaint does not disclose the mandatory particulars of Talb, the claim becomes legally deficient at the threshold and no amount of subsequent evidence can cure such defect.*

LEGAL PRINCIPLES EXPOUNDED

Specific pleading of the date, place and time of Talb-e-Muwathibat is mandatory; omission is fatal to a pre-emption suit and cannot be cured by evidence.

Source: *it is mandatory for a pre-emptor to specifically plead the date, place and time of Talb-e-Muwathibat as well as the date of issuance of notice regarding Talb-e-Ishhad ... omission of these particulars in the plaint is fatal to a suit for pre-emption.*

Authority: Section 13, KPK Pre-emption Act 1987; *Mian Pir Muhammad v Faqir Muhammad* (PLD 2007 SC 302, 5-member Bench)

The chain of source of information of the sale must be completely pleaded and proved; hearsay information without source pedigree is insufficient.

Source: Only the complete chain of the source of information of the sale can establish the essential elements of *Talb-i-Muwathibat*, which are: (i) the time, date and place when the pre-emptor obtained the first information of the sale, and; (ii) the immediate declaration of his intention by the pre-emptor.

Authority: *Muhammad Riaz v Muhammad Akram* (2024 SCMR 692); *Farid Ullah Khan v Irfan Ullah Khan* (2022 SCMR 1231)

Where Talb-e-Muwathibat fails, Talb-e-Ishhad need not be examined; the superstructure of pre-emption depends entirely on the foundational demand.

Source: when the first and primary Talb i.e. *Talb-i-Muwathibat*, is found to have not been proved, we need not examine the evidence on the making of the second Talb (*Talb-i-Ishhad*).

Authority: Section 13(3) and 13(4), KPK Pre-emption Act 1987

OPERATIVE ORDER

In view of what has been discussed above, we are of the considered opinion that the learned Appellate Court and the High Court misapplied the settled principles governing pre-emption and overlooked the mandatory requirement of specifically pleading the date and place of Talb-e-Muwathibat. Consequently, this appeal is allowed, the impugned judgment of the High Court and that of the appellate Court are set aside and the judgment and decree of the learned trial Court are restored.

■ [View Full Judgment](#)

Lahore High Court

7 judgments

FOREIGN ARBITRAL AWARDS — AGREEMENT IN WRITING VIA EMAILS; PRO-ENFORCEMENT BIAS; APOSTILLE CONVENTION 2024

M/s ECOM Agroindustrial Corp Ltd v. Ghazi Fabrics International Ltd

AWARD RECOGNIZED AND ENFORCED AS JUDGMENT OF THE COURT; APPLICATION CONVERTED TO EXECUTION PROCEEDINGS

C.O. No.27354 of 2025 (Lahore High Court) · Bench: Khalid Ishaq, J. · Decided: 25.05.2026 · Uploaded: 24-06-2026

FACTS

ECOM filed petition under Section 6 of the Recognition and Enforcement (Arbitral Agreement and Foreign Arbitral Award) Act, 2011 read with Article 4 of the New York Convention seeking enforcement of an ICAL (International Cotton Association) arbitral Award dated 11.10.2024. Six Sale Contracts (June 2021-November 2023) for supply of Brazilian Raw Cotton totalling 2,750 MT were executed under ICAL Bylaws/Rules with English law and ICAL arbitration. Ghazi failed to open Letters of Credit. ECOM issued breach letter 01.12.2023, invoiced back the cargo under ICAL Bylaw 201 and Rule 238, claimed USD 1,146,061.31 market difference and USD 191,781.30 carrying cost. On 21.12.2023 ECOM placed request for arbitration before ICAL. Ghazi failed to nominate an arbitrator; Tribunal appointed one on its behalf under Bylaw 304(7). Ghazi sent two emails dated 05.02.2024 to ICAL secretariat and ECOM expressing intention to honour commitments, requesting time to open L/Cs (200 MT every 30-45 days from 20.02.2024-10.03.2024) and seeking to 'avoid unnecessary arbitration'. Ghazi failed to respond to Particulars of Claim; Tribunal proceeded ex parte 11.04.2024 and issued Award. Ghazi did not appeal under Bylaw 312 and raised objections only at enforcement: (i) no written arbitration agreement (Art. II Convention) as Sale Contracts unsigned by Ghazi; (ii) no original Award filed (Art. IV); (iii) defective special power of attorney; (iv) defective Articles of ECOM.

LEGAL ISSUE

(i) Whether absence of Ghazi's signature on Sale Contracts defeats the 'agreement in writing' requirement under Art. II(2) of the New York Convention; (ii) whether emails acknowledging contract performance constitute valid arbitration agreement; (iii) whether objections not raised before the Arbitral Tribunal can be entertained at enforcement stage; (iv) allocation of burden of proof under Art. V of the Convention; (v) effect

of Pakistan's Apostille Convention accession on authentication of foreign arbitral awards.

HOLDING

The threshold objection regarding absence of a written arbitration agreement was misplaced. Art. II(2) of the New York Convention expressly defines 'agreement in writing' to include an arbitral clause in a contract OR an arbitration agreement signed by the parties OR contained in an exchange of letters or telegrams. Ghazi's two emails dated 05.02.2024 — requesting split Performa Invoices, confirming intention to open L/Cs, and seeking to 'avoid unnecessary arbitration' — irrefutably acknowledged the Sale Contracts and the arbitration agreement contained therein. The general conditions of the Sale Contracts further provided that 'failure to return this contract or failure to make prompt correction in case of error will be understood as Buyer's acceptance' — employing a 'duty to speak' that satisfied the principle in *Jiangsu*. Under Art. V of the Convention, the applicant need only prove prima facie existence of the arbitration agreement; the burden then shifts to the party opposing enforcement to prove invalidity — Ghazi failed to discharge this burden. Objections going to the existence of the arbitration agreement should have been raised before the Arbitral Tribunal or by way of appeal under Bylaw 312 of ICAL; refusal to appear in arbitration disentitled Ghazi to raise these grounds at enforcement. The Court reiterated the 'pro-enforcement bias' mandated by the Supreme Court (*Taisei Corporation*, *Orient Power*) and international jurisprudence. Authentication objections were answered by the duly notarized Award (notarial certificate by Elaine Clayton, Notary public of Liverpool, England), and by Pakistan's accession to the Hague Apostille Convention (enforced 09.03.2023) and the Apostille Act 2024 — which shorten authentication of foreign public documents to a single Apostille formality. Power of attorney objection was a matter between principal and agent. Award recognised and enforced; converted to execution proceedings under O.XXI r.10 CPC.

LEGAL SIGNIFICANCE

A landmark commercial decision applying the Apostille Convention/Apostille Act 2024 to foreign arbitral award authentication in Pakistan — a first reported LHC recognition that Apostille shortens authentication of foreign public documents to a single formality, eliminating the previous chain of consular legalisation. The judgment reaffirms and operationalises the pro-enforcement bias and burden-shifting framework under Art. V of the New York Convention. It decisively rejects the formalistic 'signature-on-contract' objection by anchoring acknowledgment of an arbitration clause in subsequent correspondence (emails), consistent with *Louis Dreyfus* (PLD 2018 Lahore 597) and *TRADHOL* (PLD 2023 Lahore 621). It establishes that objections going to existence of the arbitration agreement must be raised before the Tribunal or by appeal — not for the first time at enforcement. Highly significant for cotton, commodities and other ICAL/GAFTA/RSA-type arbitrations enforced in Pakistan.

LEGAL PROPOSITIONS (VERBATIM)

— *The term 'agreement in writing' shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.*

— *The applicant merely has to prove prima facie existence of the arbitration agreement while the party opposing the recognition and enforcement has the onus to prove its invalidity.*

— *The Apostille Convention shortens the public documents authenticating process to a single formality i.e. issuance of an authentication called as 'Apostille' by the designated authority of the Country, where the document was issued.*

— *The Courts in Pakistan are obligated to respect and uphold the parties' agreement to arbitrate and to ensure that the outcome of such arbitration are recognized and enforced with minimal interference.*

— *Failure to return this contract or failure to make prompt correction in case of error will be understood as Buyer's acceptance of the terms and conditions of this contract.*

LEGAL PRINCIPLES EXPOUNDED

Under Art. II(2) of the New York Convention, 'agreement in writing' includes an arbitral clause contained in an exchange of letters/emails; a signed contract is not a precondition.

Source: *Clause (2) of Article II of the Convention unequivocally provides that ... contained in an exchange of letters or telegrams. In the instant case, the arbitration agreement has outrightly been acknowledged and endorsed by Ghazi in*

exchange of correspondence in the form of irrefutable emails generated by it.

Authority: Art. II(2), New York Convention 1958; Section 5, Recognition and Enforcement (Arbitral Agreement and Foreign Arbitral Award) Act, 2011

Under Art. V, the applicant proves prima facie existence; the burden then shifts to the party resisting enforcement to prove an Art. V ground. Pakistani courts maintain a pro-enforcement bias.

Source: Article V ... places the burden of proof upon the party against which the recognition and enforcement of the Award has been invoked. ... the courts should only refuse to enforce an award under S.103 in a clear case.

Authority: Art. V, New York Convention; Louis Dreyfus Commodities Suisse SA v Acro Textile Mills Ltd (PLD 2018 Lahore 597); Taisei Corporation v AM Construction (2024 SCMR 640); Orient Power v SNGPL (2021 SCMR 1728)

Objections going to existence or validity of the arbitration agreement must be raised before the Arbitral Tribunal or by appeal; they cannot be entertained for the first time at enforcement stage.

Source: the stated objection precedes the arbitration proceedings and issuance of the Award, thus, if any such sustainable objection was available, the same had to be raised before the Arbitral Tribunal ... or to challenge the Award.

Authority: Bylaw 312, ICAL Bylaws & Rules; Franzen Lanbourv CV v TASC0 (2026 CLD 1)

Pakistan's accession to the Apostille Convention (09.03.2023) and promulgation of Apostille Act 2024 reduce authentication of foreign public documents — including notarised arbitral awards — to a single Apostille formality.

Source: Pakistan acceded to the Hague Convention Abolishing the Requirement of Legalization of Foreign Public Documents of 1961 ('Apostille Convention'), which was enforced on 09.03.2023, followed by the promulgation of the Apostille Act, 2024.

Authority: Hague Apostille Convention 1961 (Article V); Apostille Act 2024 (Pakistan)

OPERATIVE ORDER

i. The Award is hereby recognized as a binding and enforceable Award and is held enforceable through this judgment. ii. The Applicant/ECOM is granted judgment in the Award amount, which shall be executed as a Decree of this Court. iii. Decree Sheet shall accordingly be drawn. iv. The applicant/ECOM shall also have the costs of this application. v. In terms of Order XXI Rule 10 of Code of Civil Procedure, 1908, this application is converted into execution proceedings. 22. To come up for further proceedings in execution on 28.09.2026.

■ View Full Judgment

CRIMINAL — DNA EVIDENCE CORROBORATIVE NOT SUBSTANTIVE; JACTITATION DECREE & CONSENT IN RAPE; NON-CONVERTIBILITY OF SEXUAL OFFENCES

Ghulam Fareed v. The State

CRIMINAL APPEAL ALLOWED; CONVICTION AND SENTENCE SET ASIDE; APPELLANT ACQUITTED

Criminal Appeal No.200-J of 2021 (Multan Bench) · Bench: Sadiq Mahmud Khurram, J.; Muhammad Amjad Rafiq, J. (author) · Decided: 11.06.2026 (signed 19.06.2026) · Uploaded: 24-06-2026

FACTS

Appellant was convicted by Additional Sessions Judge, Kot Addu on 05.03.2021 under Sections 376(i) and 496-A PPC in FIR No.179 dated 17.04.2010 (PS Sarwar Shaheed, Muzaffargarh) for alleged abduction and rape of complainant's daughter, and sentenced to RI 25 years + Rs.400,000 fine (s.376) and RI 7 years + Rs.400,000 fine (s.496-A) concurrently with s.382-B Cr.P.C. benefit. Co-accused Muhammad Akbar and Sughran Bibi were acquitted; no appeal against their acquittal. The occurrence was alleged on the night of 6-7 March 2010 but the FIR was lodged only on 17.04.2010 (over a month later). The prosecutrix was 'recovered' the same day at Sinawan Morr (a populated public place on Multan Road); she remained at the police station overnight with family access before her Section 164 Cr.P.C. statement was recorded on 03.05.2010 (in which she alleged only abduction/illegal confinement and made no rape allegation); at trial she for the first time alleged rape by the appellant and co-accused Akbar. Medical examination on 18.04.2010 found no marks of violence and no opinion of rape. The DNA report stated the appellant 'cannot be excluded as being the source of partial but minor DNA contributor in the sperm fraction.' The appellant had instituted

suit for restitution of conjugal rights; the prosecutrix obtained a decree of jactitation of marriage.

LEGAL ISSUE

(i) Whether DNA evidence alone can sustain a conviction in a rape case where the substantive evidence collapses; (ii) whether a decree of jactitation of marriage precludes the criminal court from independently appreciating the existence of free consent for sexual intercourse at the relevant occasion; (iii) whether a prosecution under Section 376 PPC (rape) can be converted to one for fornication where the prosecution fails to establish absence of consent.

HOLDING

Appeal allowed; conviction and sentence set aside; appellant acquitted and ordered to be released forthwith if not required elsewhere. ON DNA: DNA evidence is corroborative not substantive — conviction founded solely on DNA is unsafe. Section 53-A Cr.P.C. permits DNA collection but admits it only as 'ancillary aid'. Article 13 of the Constitution (against self-incrimination) operates as a safeguard against unqualified reliance upon DNA; sole reliance on DNA to convict would be unconstitutional. The Court relied on Riaz Ahmed v State (2010 SCMR 846), Muhammad Hassan v State (2024 SCMR 1427), Salamat Mansha Masih v State (PLD 2022 SC 751), Atta ul Mutafa v State (2023 SCMR 1698), Nagappa v State of Karnataka (2019 SCC Online Kar 3880), and Kaneez Fatima v Senior Civil Judge (PLD 2024 Lahore 715) (physiognomy preferred over DNA for paternity). ON JACTITATION: A decree of jactitation under the Family Courts Act 1964 declares a claimed marriage null and void, but criminal jurisdiction under Section 375 PPC concerns voluntariness of sexual intercourse at a specific point in time. Civil decrees do not conclusively bind criminal proceedings; standards of proof differ (beyond reasonable doubt vs preponderance). Treating jactitation decrees as conclusive in criminal trials would enable misuse of civil remedies to shield offenders from consent scrutiny. The Court relied on Mst Naseer Begum v Sain (1972 SCMR 584) (importing Kumar Gopika Raman Roy v Atal Singh (AIR 1929 PC 99): the Evidence Act does not make a fact found in one case evidence of that fact in another); and the FSC's view in Nadeem v The State (2012 P Cr L J 1629). ON NON-CONVERTIBILITY: when prosecution is initiated on a specific allegation (zina, rape, fornication, enticement, abduction), the case must be tried strictly within the statutory framework. Section 5-A of the Offence of Zina (Enforcement of Hudood) Ordinance 1979 forbids conversion between zina/fornication or substitution with similar offences. By implied interpretation this prohibition extends to substitution of rape with fornication. Modes of taking cognizance differ; allowing conversion would collapse procedural safeguards. The cumulative doubts — delayed FIR, doubtful theatrical recovery, material improvement in prosecutrix's testimony at trial (rape allegation absent from her Section 164 statement), neutral medical evidence, inconsequential DNA, family access before Section 164 statement, defence plea of marriage, and acquittal of co-accused Akbar on identical allegation — entitled the appellant to acquittal.

LEGAL SIGNIFICANCE

A multi-headed landmark judgment that recasts the evidentiary architecture of sexual-offence trials in Pakistan: (a) authoritatively classifies DNA evidence as corroborative-only and grounds the constitutional limit on its sole reliance in Article 13; (b) articulates a 'non-convertibility principle' for sexual offences by reasoning from Section 5-A of the Hudood Ordinance against the general flexibility of Sections 237-238 Cr.P.C. — preventing prosecutorial pivot from rape to fornication mid-trial; (c) decisively holds that a decree of jactitation of marriage does not preclude the criminal court from independently assessing consent, citing the Supreme Court's foundational ruling Mst Naseer Begum v Sain (1972 SCMR 584). The judgment will be heavily relied on by defence counsel and trial courts in DNA-led rape prosecutions, in jactitation-and-rape cases involving disputed marriage, and in cases where prosecutors attempt to pivot to fornication after rape fails.

LEGAL PROPOSITIONS (VERBATIM)

— *Foremost among them are: the evidentiary worth of DNA reports, the prohibition against transmuting charges from one sexual offence to another, and the effect of a decree of jactitation of marriage upon criminal adjudication where the consent of a rape survivor is in issue.*

— *DNA evidence is not substantive but corroborative, and conviction cannot be founded merely upon corroborative material.*

— Article 13 categorically provides that no person shall be compelled to be a witness against himself. ... such evidence is admissible only as an ancillary aid. It cannot, in isolation, furnish the foundation for conviction. To hold otherwise would be to render a conviction unconstitutional.

— A decree of jactitation of marriage does not preclude the criminal court from appreciating the existence of free consent between the parties for sexual intercourse at a particular occasion of time.

— The criminal court must independently assess the evidence on record, as consent remains a distinct and indispensable element in determining liability under Section 375 PPC.

— The statutory scheme establishes a non-convertibility principle for sexual offences: once cognizance is taken under a specific provision, the prosecution cannot be shifted to another offence, even if the evidence might suggest otherwise.

— It is better that 100 guilty persons should let off but one innocent person should not suffer.

LEGAL PRINCIPLES EXPOUNDED

DNA evidence is corroborative not substantive; sole reliance on DNA to convict is unsafe and offends the constitutional right against self-incrimination under Article 13.

Source: DNA evidence, by its very nature, is corroborative and must be read in conjunction with other substantive evidence before it can support a finding of guilt.

Authority: Article 13, Constitution of Pakistan 1973; Section 53-A Cr.P.C.; Riaz Ahmed v State (2010 SCMR 846); Salamat Mansha Masih v State (PLD 2022 SC 751); Muhammad Hassan v State (2024 SCMR 1427)

A decree of jactitation of marriage under the Family Courts Act 1964 does not bind the criminal court; consent under Section 375 PPC must be independently appreciated, as civil and criminal standards of proof differ.

Source: Civil decrees do not conclusively bind criminal proceedings, as standards of proof differ. Criminal law requires proof beyond reasonable doubt, whereas civil decrees rest on preponderance of evidence.

Authority: Section 375 PPC; Mst Naseer Begum v Sain (1972 SCMR 584); Kumar Gopika Raman Roy v Atal Singh (AIR 1929 PC 99); Nadeem v The State (2012 P Cr L J 1629, FSC)

Sexual offences carry a non-convertibility principle: once cognizance is taken under a specific provision (rape under s.375 PPC), the prosecution cannot pivot to fornication or another offence; Section 5-A of the Hudood Ordinance 1979 codifies this and by implied interpretation extends to substitution of rape with fornication.

Source: The law prohibits conversion of one form of prosecution into another for the purpose of conviction. This principle is expressly embodied in Section 5A of the Offence of Zina (Enforcement of Hudood) Ordinance, 1979.

Authority: Section 5-A, Offence of Zina (Enforcement of Hudood) Ordinance 1979; Sections 237-238 Cr.P.C.

Material improvements introduced in trial testimony absent from the Section 164 Cr.P.C. statement render the testimony unsafe for reliance without independent corroboration.

Source: when a witness introduces substantial facts at trial which do not find mention in the initial version, such improvements gravely impair credibility. ... truth requires consistency, and embellishment is the hallmark of fabrication.

Authority: Section 164 Cr.P.C.; principles of criminal jurisprudence

OPERATIVE ORDER

For the foregoing reasons, instant criminal appeal is allowed, conviction and sentence of the appellant (Ghulam Fareed) awarded by the learned trial Court through impugned judgment is hereby set-aside. He is acquitted of the charge and directed to be released forthwith, if not required to be detained in any other case. The case property, if any, be disposed of in accordance with law and record of the learned trial Court be sent back immediately.

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PUBLIC PROCUREMENT — RULE 33 PPRA RULES 2014; CLARIFICATION VS ALTERATION; PESSI/EOBI IN FINANCIAL BID

M/s Cleanol Services v. Province of the Punjab through Secretary SHCMED, etc.

PETITION ALLOWED; MD PPRA ORDER DATED 05.05.2026 SET ASIDE; PETITIONER REINSTATED AS LOWEST EVALUATED BIDDER BOUND BY ORIGINALLY QUOTED PRICE

*Writ Petition No.30552 of 2026 (Lahore High Court) · Bench: Raheel Kamran, J. · Decided: 17.06.2026 · Uploaded: 24-06-2026***FACTS**

Jinnah Hospital, Lahore (the Procuring Agency) advertised an e-PADS tender (notice dated 04.11.2025) for Janitorial Services contract for FY 2025-2026 under the Punjab Procurement Rules, 2014, adopting single-stage two-envelope bidding; estimated cost Rs.255,905,880/- per annum. Petitioner (Cleanol) was recommended on 01.01.2026 as the lowest bidder (monthly Rs.19,531,612/-; annual Rs.234,379,344/-) ahead of HS & Co (Rs.20,003,800/-). Respondent No.6 alleged that the petitioner had not included mandatory PESSI and EOBI contributions and applicable taxes in respect of 27 reliever staff. The Grievance Redressal Committee on 12.01.2026 rejected the grievances, finding no gross discrepancy and accepting the petitioner's affidavit on e-stamp paper undertaking to bear PESSI, EOBI and income tax from its invoice. The Procuring Agency sought PPRA guidance on 13.01.2026 noting that both lowest and second-lowest bidders had submitted similar affidavits and that there was no decrease or increase in the main financial bid proposals. The procuring agency issued advance acceptance on 20.01.2026, the petitioner submitted performance guarantee on 24.01.2026, and a formal contract agreement was executed on 23.02.2026, after which the petitioner mobilized resources and commenced work. The MD PPRA, via order 26.03.2026, set aside the GRC decision and remanded for re-verification. The Procuring Agency, on re-examination, found ranking unchanged; the petitioner remained lowest. Respondent No.6 again approached PPRA. The MD PPRA, by impugned order 05.05.2026, declared the petitioner's bid financially non-responsive on the ground that mandatory PESSI/EOBI for reliever staff were not included; the Procuring Agency was directed to proceed with the next lowest evaluated bidder.

LEGAL ISSUE

Whether the petitioner's affidavit undertaking to bear PESSI, EOBI and applicable taxes in respect of reliever staff from within its originally quoted price constitutes a permissible clarification under Rule 33(2) of the Punjab Procurement Rules 2014 or an impermissible alteration under Rule 33(1); whether the non-separate reflection of statutory contributions in respect of reliever staff was a curable omission or a material defect warranting disqualification; whether the MD PPRA's reliance on the procuring agency's post-remand erroneous addition of Rs.138,710/- justified declaring the bid financially non-responsive.

HOLDING

Petition allowed. Rule 33 PPRA Rules 2014 prohibits alteration/modification (sub-rule 1) but permits written clarifications that do not change the substance of the bid (sub-rules 2 and 3). The petitioner did not claim any additional amount, did not seek correction of quoted price, and undertook to bear statutory deductions from within the amount already quoted (Rs.19,531,612/- per month). The financial liability of the procuring agency remained unchanged. The affidavit constituted a clarification within Rule 33(2), neither conferring unfair advantage nor imposing additional burden on the public exchequer; respondent No.6 had itself submitted a similar affidavit. The procuring agency could not add Rs.138,710/- to the quoted price during post-remand re-verification (which would amount to reconstruction prohibited by Rule 33), but the proper consequence was not to declare the bid non-responsive — the petitioner remained bound by its originally quoted price and statutory deductions to be borne therefrom. Even the erroneous calculation of Rs.19,670,322/- was still lower than respondent No.6's Rs.20,003,800/-, demonstrating no prejudice. Section 2.3.9 Instructions to Bidders cannot be read in isolation from Rule 33 and Rule 4 (principles of procurement: fair, transparent, value-for-money, efficient and economical). Not every lapse or imperfect entry in a financial bid form entails disqualification; the nature, effect and materiality must be examined contextually. A bid may be rejected where the omission affects the quoted price, scope of work, creates uncertainty as to statutory obligations, confers unfair advantage, or prevents fair comparison — but where the relevant category of staff is disclosed

and the bidder confirms in writing that all statutory liabilities will be discharged from within the quoted amount, the omission is curable. Constitutional jurisdiction does not sit in appeal to re-evaluate bids; interference is warranted where the impugned action suffers from jurisdictional defect, patent illegality, arbitrariness, misreading/non-reading of material record or results in manifest injustice. Tested on this touchstone, the MD PPRA's order could not be sustained.

LEGAL SIGNIFICANCE

An important restatement of the Rule 33(2) Clarification jurisdiction in Punjab public procurement. It draws a clear line: post-bid affidavits confirming that statutory deductions (PESSI, EOBI, taxes) will be borne from the originally quoted price are 'clarifications', not 'alterations'. It rebuts the 'every-omission-is-fatal' approach taken by the MD PPRA. The judgment anchors evaluation in Rule 4 principles (fair, transparent, value-for-money) and reads it harmoniously with Rule 33. It signals to procurement regulators that the appropriate response to a procuring-agency arithmetic error during re-verification is to confine the bidder to its quoted price — not to declare non-responsiveness. It cites Dr Akhtar Hassan Khan (2012 SCMR 455), Nishat Mills (PLD 1989 SC 222), AM Construction (2017 CLC 178) and Kaumedex (W.P.14049/2015) for the proposition that public authorities may waive technical irregularities of little or no significance. Useful precedent for janitorial, security, outsourcing and similar service-procurement disputes.

LEGAL PROPOSITIONS (VERBATIM)

- *Every post-bid communication is not prohibited. What is prohibited is alteration or modification of the bid and what is permissible is clarification which explains, confirms or removes ambiguity without changing the substance or financial burden of the bid.*
- *Public procurement is not an empty ritual of form. Its purpose is to secure goods, works or services for the public authority in a fair, transparent, efficient and economical manner while ensuring best value for money.*
- *Every lapse, omission or imperfect entry in a financial bid form does not necessarily entail the consequence of disqualification or financial non-responsiveness.*
- *A public authority should not be bound to give effect to every term mentioned in the tender document. It has the power to waive a technical irregularity of little or no significance.*
- *Rule 33(2) of the PPRA Rules permits flexibility to cure such procedural deficiencies, provided the core integrity and competitive standing of the bid remain unaffected.*

LEGAL PRINCIPLES EXPOUNDED

Rule 33(2) of the Punjab Procurement Rules 2014 permits written clarifications that do not change the substance of the bid; bidder affidavits undertaking to bear statutory deductions from within the quoted price are clarifications, not alterations.

Source: the petitioner's affidavit was in the nature of a clarification within the meaning of Rule 33 of the Rules, 2014. The petitioner did not claim any additional amount ... did not seek correction of the quoted monthly price and undertook to bear the statutory deductions from the amount already quoted.

Authority: Rule 33(1)-(3), Punjab Procurement Rules 2014

Rule 4 PPRA Rules 2014 (fair, transparent, value-for-money, efficient and economical) must be read in harmony with Rule 33; not every imperfect entry warrants disqualification.

Source: the procurement regime does not require rejection of the lowest responsive bid on account of a curable omission which does not affect the quoted price, the scope of services, the eligibility of the bidder, the quality of performance or the competitive position of other bidders.

Authority: Rule 4, Punjab Procurement Rules 2014

A procuring agency cannot add to, modify or reconstruct a financial bid after opening; but procurement-agency arithmetic errors at re-verification stage do not justify declaring the original bid non-responsive — the bidder remains bound by the originally quoted price.

Source: the error committed by the procuring agency in post-remand tabulation could not, by itself, justify declaration of the petitioner's bid as financially non-responsive.

Authority: Rule 33(1), Punjab Procurement Rules 2014

Constitutional jurisdiction under Article 199 does not sit as a forum of appeal to re-evaluate bids; interference is warranted only where impugned action suffers from jurisdictional defect, patent

illegality, arbitrariness, misreading/non-reading of material record, or results in manifest injustice.

Source: this Court while exercising constitutional jurisdiction under Article 199 of the Constitution in procurement matters, does not sit as a forum of appeal to re-evaluate bids or substitute its own opinion for that of the competent authority.

Authority: Article 199, Constitution of Pakistan 1973

OPERATIVE ORDER

For the foregoing reasons, this petition is allowed. The impugned order dated 05.05.2026 passed by the MD PPRA is set aside to the extent whereby the petitioner's bid has been declared financially non-responsive and the procuring agency has been directed to proceed with the next lowest evaluated bidder. The petitioner shall continue to perform the contract, subject to fulfillment of all legal, codal and contractual requirements and shall remain bound by its originally quoted monthly price of Rs.19,531,612/-. It is clarified that all applicable statutory deductions/contributions including PESSI, EOBI, income tax and other lawful deductions in respect of reliever staff shall be borne by the petitioner from within the said quoted amount in accordance with law and its undertaking/affidavit forming part of the procurement record. No order as to costs.

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RENT TRIBUNAL — PUNJAB RENTED PREMISES ACT 2009; ORAL TENANCY MUST BE INDEPENDENTLY PLEADED AND PROVED

Yasmin Saigol v. Taimur Saigol & 04 others

PETITION ALLOWED; IMPUGNED JUDGMENTS AND MEMO OF COSTS OF SPECIAL JUDGE (RENT) AND ADDITIONAL DISTRICT JUDGE SET ASIDE; EJECTMENT PETITION DISMISSED

Writ Petition No.36336 of 2025 (Lahore High Court) · Bench: Abid Hussain Chattha, J. · Decided: 16.06.2026 · Uploaded: 24-06-2026

FACTS

Constitutional petition against concurrent Judgments and Memo of Costs dated 18.12.2024 (Special Judge Rent) and 19.05.2025 (Additional District Judge), Lahore, by which the Ejectment Petition filed by Taimur Saigol (Respondent No.1) against the Petitioner (Yasmin Saigol — Respondent's real aunt) and Proforma Respondents was concurrently allowed; the application for leave to contest was dismissed; the Petitioner was directed to vacate the demised premises within two months and pay arrears of rent since June, 2001 @ Rs.34,916/- per month till handing over possession. The demised premises is House No.10, College Road, GOR-I, Lahore (8 kanals, 1 marla & 176 sq ft), purchased by Respondent's father by four registered sale deeds dated 01.10.1974 and gifted to Respondent's mother by registered gift deed dated 22.02.1989; on the deaths of Respondent's mother and sister Natasha Saigol on 08.09.2023, Respondent solely inherited the premises. Respondent averred that his late father had inducted the Petitioner into the front portion under an oral tenancy at Rs.34,916/- per month, and that after Respondent's father died, the Petitioner stopped paying rent and instead filed a suit for declaration claiming benami ownership — in which the Trial Court (13.06.2014) decided issue No.11 (tenancy) in favour of Respondent's side, that finding being affirmed up to the Supreme Court. Petitioner contended in the rent proceedings that no relationship of landlord/tenant existed; that the Respondent's side had pleaded in the declaratory suit only a licensee status from 1982 and that the tenancy finding was incidental to the benami issue (issues 8 and 11 being decided conjunctively).

LEGAL ISSUE

(i) Whether an Ejectment Petition under the Punjab Rented Premises Act 2009 can be sustained where the landlord has not independently pleaded particulars of an oral tenancy (date, place, mode and terms) but relies solely on an ancillary finding in an earlier declaratory suit; (ii) whether the Rent Tribunal retains jurisdiction once it is conclusively determined that no landlord-tenant relationship exists; (iii) whether claims for arrears of rent extending beyond three years are barred by Article 110, First Schedule, Limitation Act 1908.

HOLDING

Petition allowed. The Punjab Rented Premises Act 2009 is a special law providing a speedy mechanism to resolve landlord-tenant disputes; existence of the landlord-tenant relationship is sine qua non for the Rent

Tribunal's jurisdiction. Although the Act envisions a written lease, claims based on oral tenancy fall within its scope in the absence of any express bar — but oral tenancy must be independently alleged and proved with material facts. Here the Ejectment Petition was deficient in material aspects: no date, time, place or year of creation of oral tenancy was pleaded; no witnesses' names disclosed; no mode of payment of rent specified; no particulars of the portion rented; merely a vague assertion that no rent was paid since June, 2001. The earlier declaratory suit's finding on issue No.11 (decided conjunctively with issue No.8 on licensee status) was inconclusive and merely incidental to the primary benami issue; the rent receipts were produced in counsel's statement and not confronted to the Petitioner; the first Appellate Court, this Court and the Supreme Court in dismissing the declaratory appeals did not render any observation on issues 8 and 11. Rent jurisdiction cannot be used to obtain possession or dispossess in the absence of a tenancy relationship — independent remedies are available. Once it is conclusively determined that no landlord-tenant relationship existed, further proceedings before the Rent Tribunal become coram non iudice and without jurisdiction. Remand was not warranted as the Respondent could not produce evidence beyond pleadings. Arrears of rent for 24 years were in any event time-barred under Article 110 First Schedule Limitation Act 1908; only three years from institution could have been claimed (*Abdul Majeed v Wazir Begum*, 1996 SCMR 1681). Possession by means other than tenancy (license, trespass) is recoverable by remedies other than an ejectment petition.

LEGAL SIGNIFICANCE

A definitive statement that an ancillary or incidental tenancy finding in a benami declaratory suit cannot serve as substitute for independent pleading and proof of oral tenancy under the Punjab Rented Premises Act 2009. The judgment articulates the jurisdictional limit of the Rent Tribunal: once the landlord-tenant relationship is conclusively negated, further proceedings are coram non iudice. It reaffirms (*Jameel Qadir*, 2023 SCMR 1919; *MCB v Punjab Labour Appellate Tribunal*, 2025 SCMR 303) that jurisdiction beyond statutory mandate vitiates all subsequent orders. It also reinforces the Article 110 three-year limitation for rent arrears (*Abdul Majeed v Wazir Begum*). Practically significant for landlord-tenant disputes in elite-residential GOR-style premises in Lahore where family-occupant arrangements are pleaded as 'oral tenancies' on incidental findings from collateral litigation. Confirms that the *Khadim Hussain v ADJ Layyah* (2023 YLR 729) principle applies — failure of the occupant's title claim does not ipso facto transform possession into tenancy.

LEGAL PROPOSITIONS (VERBATIM)

- *Existence of a relationship of landlord and tenant is sine qua non for exercise of jurisdiction by the Rent Tribunal or to maintain an Ejectment Petition.*
- *Claims of oral or written tenancy must establish the existence of a valid relationship of tenancy between a landlord and tenant.*
- *Mere fact that certain family members may have been residing at the demised premises would not ipso facto entitle the Respondent to file an Ejectment Petition without independently alleging and establishing the relationship of tenancy.*
- *Special jurisdiction vests in the Rent Tribunal under the provisions of the Act on the premises of existence of relationship of landlord and tenant between the parties and upon a definite finding to the contrary, further proceeding before the Rent Tribunal become coram non iudice and without jurisdiction.*
- *The failure of the petitioner to successfully challenge the title of the respondents does not ipso facto transform the relationship of the petitioner and respondents into that of tenancy.*
- *Rent beyond three years cannot be claimed.*

LEGAL PRINCIPLES EXPOUNDED

An oral tenancy claim must be independently and specifically pleaded — date, time, place, names of witnesses, mode and terms of payment, particulars of portion rented; mere incidental findings in a collateral declaratory suit are inadequate.

Source: *the claim of creation of alleged oral tenancy of the Respondent is deficient in material aspects. No date, time, place or year was pleaded with respect to creation or initiation of oral tenancy. No names of the witnesses ... were disclosed.*

Authority: Punjab Rented Premises Act 2009; pleadings principles

The Rent Tribunal's jurisdiction depends on existence of a landlord-tenant relationship; on its negation, further proceedings are coram non iudice and without jurisdiction.

Source: upon a definite finding to the contrary, further proceeding before the Rent Tribunal become coram non iudice and without jurisdiction.

Authority: Sections 4, 22, 23, 25, Punjab Rented Premises Act 2009; Jameel Qadir (2023 SCMR 1919); MCB v Punjab Labour Appellate Tribunal (2025 SCMR 303)

Claims for arrears of rent are limited to three years preceding institution of proceedings under Article 110, First Schedule, Limitation Act 1908.

Source: claim of arrears of rent for the last twenty four years was also barred by time in terms of Article 110 of the 1st Schedule to the Limitation Act, 1908.

Authority: Article 110, First Schedule, Limitation Act 1908; Abdul Majeed v Wazir Begum (1996 SCMR 1681)

Failure of an occupant to establish a title claim does not transform their possession into tenancy; possession may be as licensee or trespasser, recoverable by remedies other than ejectment.

Source: the possession of person may come in ways other than as a tenant (for instance as licensee, trespasser, etc.) and such possession may be recovered by owner having title by means and ways other than by filing an eviction petition.

Authority: Khadim Hussain v Additional District Judge, Layyah (2023 YLR 729)

OPERATIVE ORDER

In view of the above, this Petition is allowed; the impugned Judgments & Memo of Costs passed by the Courts below are set aside; and in consequence thereof, the Ejectment Petition of the Respondent is dismissed. Order, accordingly.

■ View Full Judgment

SERVICE — BENEFICIAL RULES/RULE 17-A PUNJAB CIVIL SERVANTS RULES 1974; PROSPECTIVE EFFECT OF MUHAMMAD JALAL

Muhammad Mehboob v. The Government of Punjab, etc.

PETITION ALLOWED; IMPUGNED CANCELLATION ORDER SET ASIDE; PETITIONER REINSTATED IN SERVICE

W.P. No.4633 of 2025/BWP (Lahore High Court, Bahawalpur Bench) · Bench: Faisal Zaman Khan, J. · Decided: 18.06.2026 · Uploaded: 24-06-2026

FACTS

The petitioner challenged order dated 11.04.2025 by which his appointment under Rule 17-A of the Punjab Civil Servants (Appointment and Conditions of Service) Rules 1974 was cancelled/withdrawn. The petitioner's father (Abdul Sattar — Revenue Patwari BS-9) was declared permanently incapacitated and retired on medical grounds on 23.12.2023. The petitioner applied for the post of Patwari/Revenue Field Staff BS-9 under Rule 17-A and was appointed on 17.03.2025. Subsequently, by impugned order, the appointment was cancelled in view of guidelines from the Regulation Wing, S&GAD, Government of Punjab (letter dated 10.02.2025) noting that since Rule 17-A had been omitted/repealed via Notification dated 26.07.2024, no appointment could be made after the omission. Petitioner contended that a valuable right had accrued in his favour on his father's retirement before the repeal and could not be defeated.

LEGAL ISSUE

Whether the petitioner's right to be considered for appointment under Rule 17-A of the Punjab Civil Servants (Appointment and Conditions of Service) Rules 1974 — which accrued on his father's retirement on 23.12.2023 — survived the repeal of Rule 17-A on 26.07.2024 and the Supreme Court's declaration in *General Post Office v Muhammad Jalal* (PLD 2024 SC 1276) of Beneficial Rules/Assistance Packages as ultra vires; and whether his appointment made on 17.03.2025 (after repeal of Rule 17-A) was sustainable.

HOLDING

Petition allowed; petitioner reinstated. Beneficial Rules/Assistance Packages — Rule 17-A of the Punjab Rules 1974, Rule 11-A of the Sindh Rules 1974, Rule 10(4) of the KP Rules 1989 and Rule 12 of the

Balochistan Rules 2009 — were declared ultra vires the Constitution in *General Post Office v Muhammad Jalal* (PLD 2024 SC 1276) because they bypassed advertisement and open competition; an exception was created that appointments already made under such Rules/Packages would not be affected. Divergent High Court views arose on whether the judgment had prospective or retrospective effect — particularly whether it took away the right of a person whose predecessor expired/retired prior to the judgment or repeal. A Division Bench of LHC in *Province of Punjab v Syed Muhammad Ali Raza Shah* (2025 PLC (CS) 931) held that pre-omission appointments would be protected but no further appointments could be made even where a right had accrued prior to omission. Thereafter the Supreme Court, in *Ayaz Ali v Federation* (2026 SCMR 42) (reiterated in CAs 106-K to 111-K and 650-K/2024 — *Province of Sindh v Azhar Ali*), held that on death/retirement of an employee a right accrued to widow/widower/children for consideration under the Beneficial Rules/Assistance Packages and no retrospective effect could be given to the Muhammad Jalal judgment. The Federal Constitutional Court of Pakistan in F.C.P.L.A. Nos.508/591/346/347/348/589/267/593/130/353 of 2025 (*Province of Sindh v Muhammad Rizwan Khan*) held that the effect of Muhammad Jalal is prospective: rights accrued to widows/widowers/children of deceased/retired employees BEFORE the judgment or repeal/omission of Rule 17-A remain intact; but rights accruing after the judgment or repeal are extinguished. Applying these to the present case: petitioner's right accrued on 23.12.2023 (when his father was declared medically unfit), prior to omission/repeal of Rule 17-A on 26.07.2024; subject to availability of post and eligibility, he was rightly appointed (even though appointment date was after repeal). The impugned cancellation order was also violative of audi alteram partem (no opportunity of hearing) and Article 10-A of the Constitution.

LEGAL SIGNIFICANCE

A clean reconciliation of the conflicting High Court views following Muhammad Jalal (PLD 2024 SC 1276), authoritatively confirming that Muhammad Jalal has only prospective effect and that rights accrued on the date of the civil servant's death or medical-grounds retirement BEFORE the judgment or repeal are protected. The judgment integrates the Supreme Court's subsequent confirmation in *Ayaz Ali* (2026 SCMR 42) and *Azhar Ali*, and the Federal Constitutional Court's pronouncement in *Muhammad Rizwan Khan* (2025) — establishing a clear chronological cut-off for accrued rights. It also re-emphasises that 'Beneficial Rules/Assistance Packages do not create a heritable right' that can be agitated belatedly — the right must be claimed when eligibility exists at the relevant date. Important for hundreds of pending Rule 17-A and analogous Beneficial Rules cases across Punjab, Sindh, KP and Balochistan. Reinforces audi alteram partem and Article 10-A in cancellation of civil servant appointments.

LEGAL PROPOSITIONS (VERBATIM)

- *The effect of the judgment of Muhammad Jalal supra is prospective in nature and does not take away the right of a widow/widower/children of the employees, who expired during service or retired on medical grounds before the date of the judgment or repeal/omission of Rule 17-A of the Rules.*
- *Upon death/retirement of an employee a right accrued to his widow/widower/children for consideration qua appointment under Beneficial Rules/Assistance Packages despite the fact that in the case of Muhammad Jalal supra the Beneficial Rules/Assistance Packages have been declared to be ultra vires to the Constitution.*
- *The judgment will take effect and extinguish the rights, if any, of the widow/widower/children qua consideration for appointment to whom it had accrued after the date of the judgment or repeal/omission of Rule 17-A of the Rules.*
- *The Beneficial Rules/Assistance Packages as it is do not create a heritable right in favour of a candidate, so as to be agitated as and when he became eligible.*
- *The right to be considered under the Beneficial Rules/Assistance Packages would be created the day when the civil servant expired or retired on medical grounds and on the very date the candidate should be eligible in all respects for seeking such appointment.*

LEGAL PRINCIPLES EXPOUNDED

Muhammad Jalal (PLD 2024 SC 1276) operates prospectively only; pre-judgment/pre-repeal accrued rights of widow/widower/children to consideration under Beneficial Rules/Assistance

Packages are protected.

Source: the effect of the judgment passed in case of Muhammad Jalal supra is prospective in nature, thus, the right accrued to the widow/widower/children of the deceased/retired employees on the death or retirement of their predecessor ... remain to be intact.

Authority: Ayaz Ali v Federation (2026 SCMR 42); Province of Sindh v Azhar Ali (C.A.106-K to 111-K & 650-K/2024); Province of Sindh v Muhammad Rizwan Khan (FCC F.C.P.L.A.508/591/346 etc/2025)

Eligibility under Beneficial Rules/Assistance Packages is to be assessed on the date the right accrued (death/medical retirement of civil servant); the right is not heritable for belated agitation.

Source: the same do not automatically create a vested right in favour of the candidate to be considered for appointment, as the candidate has to fulfill the eligibility criteria.

Authority: Rule 17-A, Punjab Civil Servants (Appointment and Conditions of Service) Rules 1974; Ameer Hamza v D&SJ etc (W.P.13705/2017, LHC)

Cancellation of a civil servant's appointment without affording an opportunity of hearing violates audi alteram partem and Article 10-A of the Constitution.

Source: as no opportunity of hearing was provided to the petitioner prior to issuance of the impugned order, thus, it is also violative of the principle of Audi Alteram Partem and Article 10-A of the Constitution.

Authority: Article 10-A, Constitution of Pakistan 1973; principles of natural justice

OPERATIVE ORDER

For what has been discussed above, this petition is allowed, as a sequel to which the impugned judgment is set aside, resultantly, the petitioner is reinstated in service.

■ View Full Judgment

CITIZENSHIP & CNIC — NADRA ORDINANCE 2000; CIVIL SUIT BARRED; RULE 20(3) NADRA RULES 2002; PRACTICE DIRECTIONS

National Database and Registration Authority (NADRA) v. Khalid Khan & another

CIVIL REVISION ALLOWED; IMPUGNED JUDGMENTS AND DECREES OF COURTS BELOW SET ASIDE; RESPONDENTS DIRECTED TO APPROACH NADRA VERIFICATION BOARD WITHIN 30 DAYS; TEN PRACTICE DIRECTIONS ISSUED TO DISTRICT JUDICIARY

Civil Revision No.106767 of 2017 (Lahore High Court) · Bench: Mohsin Akhtar Kayani, J. · Decided: 18.05.2026 · Uploaded: 23-06-2026

FACTS

NADRA assailed the concurrent judgments and decrees dated 19.01.2017 (Senior Civil Judge, Sialkot) and 23.08.2017 (Additional District Judge, Sialkot) by which the suit for declaration filed by respondents Khalid Khan (born 04.04.1986, CNIC issued 12.05.2009 expiring 30.04.2016) and Atta Ullah (born 02.01.1989, CNIC issued 21.03.2009 expiring 28.02.2019) was decreed with direction to NADRA to issue CNICs. NADRA had blocked the CNICs of the respondents and their family members and referred them to the Joint Verification Committee (Special Branch, IB, ISI) which on 18.03.2016 confirmed the alien category. Per enquiry reports (Exh.D-5 to Exh.D-10), the respondents' father claimed birth in Mehmand Agency in 1964; he could not consistently identify his father's name (Muhammad Umar Khan v Muhammad Toor Zall-e-Khan) and was unaware of his siblings or when/where his own father died — creating suspicion. NADRA had issued notices under Sections 17 and 18 of the NADRA Ordinance, 2000. Respondents directly filed a civil suit which both Courts below decreed, declaring them Pakistani citizens.

LEGAL ISSUE

(i) Whether a person whose citizenship status is questioned by NADRA can directly invoke the jurisdiction of the civil court, or whether the matter must be adjudicated within the statutory framework of the Pakistan Citizenship Act, 1951, and the NADRA Ordinance, 2000; (ii) the distinction between identity verification under NADRA Ordinance and citizenship determination under the Citizenship Act 1951; (iii) standards for the alien-category determination under Rule 20(3) of the NADRA (National Identity Card) Rules, 2002 (amended SRO 132(I)/2025 dated 24.01.2025).

HOLDING

Civil revision allowed. The principal onus had shifted to the respondents under Article 117 Qanun-e-Shahadat Order 1984 to demonstrate that the respondents, their father and grandfather are Pakistani citizens by birth. The Joint Verification Committee reports (Exh.D-5 to Exh.D-10) by Special Branch, ISI, IB and District Sialkot police — pointing to confirmed alien category — required technical evidence from the respondents' side to dispel; no such pre-1979 documentary proof was offered. After Khan Agha (2024 LHC 3142), NADRA Rules were amended through SRO 132(I)/2025 dated 24.01.2025; Rule 20(3) now lists specific evidentiary parameters (CNIC previously issued; pre-1979 land revenue record; pre-1979 Local Certificate/Domicile; verified shajra-e-nasab; pre-1990 govt employment certificate; pre-1979 verified educational testimonials; pre-1979 passport; any pre-1979 government document; Certificate of Citizenship/Registration under Pakistan Citizenship Act 1951). Absent such proof, the person is placed in the alien category. NADRA Ordinance 2000 (Sections 5(4)(f), 8(1), 9(1), 17, 18) is a self-contained code with appeal to the Federal Government; the Pakistan Citizenship Act 1951 is a separate self-contained code for citizenship determination. Section 9 CPC excludes civil court jurisdiction by necessary implication where a special law creates a right and provides a complete machinery — direct resort to civil court or constitutional petition before exhausting NADRA Verification Board and Federal Government appeal is ordinarily barred (citing Evacuee Trust Property Board, 2007 SCMR 262; Nausher, PLD 2022 SC 699; Abbasia Cooperative Bank, PLD 1997 SC 3; Khan Agha — Civil Revision 21451/2023). Ouster is never lightly inferred; the bar yields where the impugned action is inherently without jurisdiction, coram non iudice, void ab initio, ultra vires, mala fide or illegal. Court issued TEN practice directions to District Judiciary including: (1) no civil suit to be entertained without attached NADRA Verification Board final decision; (2) plaint must include pre-1979 documentary proof under Rule 20(3); (3) ongoing suits/appeals to be given 30 days to submit such documents failing which rejected under O.VII R.11 CPC; (4) Federal Government recommended to amend NADRA Ordinance with exclusion clause for civil courts; (5) NADRA Verification Board to dispose of pending applications within 60 days; (6) two months' training of judicial officers in collaboration with Punjab Judicial Academy.

LEGAL SIGNIFICANCE

A major Lahore High Court judgment with system-wide impact on NADRA, citizenship and the lower judiciary. (1) It expressly applies the post-SRO 132(I)/2025 amended Rule 20(3) NADRA Rules with the pre-1979/pre-1990 evidentiary yardstick — solidifying the alien-category test introduced after Khan Agha. (2) It draws a clear distinction between identity-verification under NADRA Ordinance and citizenship-determination under the Pakistan Citizenship Act 1951. (3) It crystallises the jurisdictional bar on civil courts and Article 199 writ jurisdiction in NADRA disputes — special law prevails, alternate remedies (NADRA Verification Board, Federal Government appeal) must be exhausted first. (4) Ten practice directions to District Judiciary will transform the procedural treatment of NADRA/CNIC suits in Punjab — including time-bound 60-day NADRA disposal, mandatory pre-1979 documentary proof, and training collaboration with the Punjab Judicial Academy. (5) The directive that the Federal Government amend the NADRA Ordinance to include an exclusion clause may catalyse statutory reform. Critical reading for immigration, citizenship and Afghan-refugee CNIC fraud cases.

LEGAL PROPOSITIONS (VERBATIM)

- *The civil court is, therefore, the court of ultimate jurisdiction, yet where the legislature has carved out a particular field and entrusted its adjudication to a specialized forum, the cognizance of the civil court over that field stands ousted, whether by express words or by necessary implication.*
- *Ouster of the civil courts' jurisdiction is never lightly inferred. A provision excluding general jurisdiction is to be construed strictly. There is a presumption against ouster and exclusion must be expressed in clear and unequivocal terms or arise by necessary implication.*
- *Although the Pakistan Citizenship Act, 1951, the Passport Act, 1974 and the NADRA Ordinance, 2000 do not in terms oust the jurisdiction of civil courts, they do so by necessary implication.*
- *While NADRA may verify the correctness of information contained in its database and examine the genuineness of identity documents, the ultimate determination regarding the status of a person as a citizen of*

Pakistan remains subject to the provisions of the Pakistan Citizenship Act, 1951.

— *The bar operates only so long as the special authority acts within and in accordance with the statute that confers its power. Where an authority transgresses its jurisdiction ... the statutory bar does not attach and a civil suit remains competent.*

— *Direct resort to a court of competent jurisdiction or to the constitutional court in the presence of alternate remedies provided by a self-contained special law would ordinarily render the grievance not maintainable.*

LEGAL PRINCIPLES EXPOUNDED

Civil court jurisdiction is excluded by necessary implication where a special statute creates a right and provides a complete machinery for adjudication — NADRA Ordinance 2000 and Pakistan Citizenship Act 1951 oust civil court jurisdiction over CNIC/citizenship disputes.

Source: Although the Pakistan Citizenship Act, 1951, the Passport Act, 1974 and the NADRA Ordinance, 2000 do not in terms oust the jurisdiction of civil courts, they do so by necessary implication.

Authority: Section 9 CPC; Sections 17, 18, NADRA Ordinance 2000; Evacuee Trust Property Board v Sakina Bibi (2007 SCMR 262); Nausher (PLD 2022 SC 699); Khan Agha (Civil Revision 21451/2023 = 2024 LHC 3142)

Rule 20(3) of the NADRA (National Identity Card) Rules 2002 (as amended by SRO 132(I)/2025 dated 24.01.2025) specifies the pre-1979/pre-1990 evidentiary yardstick for verification — failure to produce such evidence places the person in alien category.

Source: the above-mentioned parameters are the tests to be verified by the officials of the Verification Board ... and if such documents were not available, then the person has to be placed in alien category accordingly.

Authority: Rule 20(3), NADRA (National Identity Card) Rules 2002 (amended SRO 132(I)/2025); Section 14, NADRA Ordinance 2000

Once Joint Verification Committee reports establish prima facie alien status, the onus shifts under Article 117 Qanun-e-Shahadat Order 1984 to the claimant to prove citizenship by Pakistani-connection documentary evidence.

Source: the principal onus has shifted upon the respondents in terms of Article 117 of the Qanun-e-Shahadat Order, 1984, to demonstrate that the respondents/plaintiffs, their father as well as their grandfather are Pakistani citizens by birth.

Authority: Article 117, Qanun-e-Shahadat Order 1984

Identity verification under NADRA Ordinance is distinct from citizenship determination under Pakistan Citizenship Act 1951; both are self-contained codes whose alternate remedies must be exhausted before invoking constitutional jurisdiction.

Source: The NADRA Ordinance, 2000, principally deals with the registration, maintenance, verification, correction, suspension, and cancellation of identity documents and database entries. Conversely, the Pakistan Citizenship Act, 1951, is a special enactment governing acquisition, retention, renunciation, deprivation, and determination of citizenship.

Authority: NADRA Ordinance 2000; Pakistan Citizenship Act 1951; Article 199, Constitution of Pakistan 1973

OPERATIVE ORDER

The instant civil revision in terms of Section 115 CPC is allowed as the jurisdiction vested with the NADRA authorities as well as the Federal Government at present could not be exercised by the civil court. As a result whereof, the impugned judgements and decrees of courts below are hereby set aside and the respondents are directed to approach the NADRA Verification Board within a period of 30 days and demonstrate their eligibility on the basis of yardstick provided in sub rule (3) of Rule 20 of NADRA (National Identity Card) Rules, 2002 amended through SRO dated 24th January 2025 accordingly, and if such request has been filed then NADRA Verification Board shall extend due right of hearing to the respondents and pass the appropriate orders under the law, within 60 days. Practice directions also issued to District Judges and Civil Judges for guidance.

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FAMILY — DOWER NATURE (PROMPT VS DEFERRED); SECTION 10(5) FAMILY COURTS ACT 1964; KHULA SURRENDER PERCENTAGES

Mst. Azka Afreen v. Hafiz Umar Yaseen & another

WRIT PETITION ALLOWED; JUDGMENTS AND DECREES OF FAMILY COURT AND ADDITIONAL DISTRICT JUDGE SET ASIDE ON THE ISSUE OF DOWER; MARRIAGE DISSOLVED ON KHULA SUBJECT TO SURRENDER OF 25% OF PROMPT DOWER BY PETITIONER TO RESPONDENT

Writ Petition No.1221 of 2022 (Lahore High Court, Rawalpindi Bench) · Bench: Mirza Viqas Rauf, J. · Decided: 09.06.2026 · Uploaded: 23-06-2026

FACTS

Petitioner married respondent on 03.08.2014 by Muslim Rites; trust between the spouses broke down before consummation. Petitioner instituted suit for dissolution of marriage, recovery of dower and maintenance before the Senior Civil Judge (Family Division), Rawalpindi. The Family Court (14.07.2021) partly decreed: treating 5 tola gold as prompt and the balance (10 tola gold and 1 kanal land with constructed house near Zakariya University, Multan) as deferred dower; on khula, held petitioner entitled to 2.5 tola gold and half a kanal land with house (or its alternate price determinable in execution). On appeal (consolidated judgment 16.12.2021), the Additional District Judge, Rawalpindi modified by declining dower altogether on the ground that the marriage was not consummated. Petitioner approached the LHC under Article 199 contending: dower (gold + land + house) was prompt as Column 16 of the Nikahnama recorded '■■■■■■■■■■' (payable on demand); the appellate court's view contravened Section 10(5) of the Family Courts Act 1964. Respondent contended: only 5 tola gold was prompt and paid at Nikah; rest was deferred and payable at rukhsati; no consummation hence no dower entitlement.

LEGAL ISSUE

(i) Whether the dower (15 tola gold + 1 kanal land + constructed house) was prompt or deferred when Column 16 of the Nikahnama recorded '■■■■■■■■■■' (payable on demand) for the balance — and whether absence of specification under Section 10 of the Muslim Family Laws Ordinance 1961 raises a presumption that the entire dower is payable on demand; (ii) whether non-consummation of marriage extinguishes the wife's entitlement to dower; (iii) the wife's surrender obligation under Section 10(5) of the Family Courts Act 1964 when marriage is dissolved through khula on failure of reconciliation — quantum and applicability where dower is prompt vs deferred.

HOLDING

Petition allowed. ON NATURE OF DOWER: Column 16 of the Nikahnama recording '■■■■■■■■■■' (payable on demand) and Section 10 of the Muslim Family Laws Ordinance 1961 (where mode of payment is unspecified, the entire amount of dower is presumed payable on demand) together establish that the dower in question — 10 tola gold and 1 kanal land with constructed house — was PROMPT, not deferred (Muhammad Yousaf v Huma Saeed, 2024 SCMR 1078; Muhammad Sajjad v Additional District & Sessions Judge, PLD 2015 Lahore 405). Deferred dower without specification of period or stipulation is payable on demand. Respondent's contention that the balance was deferred was not pleaded in the written statement and was thus ill-founded and beyond pleadings. Both Family Court and Appellate Court erred in treating the balance as deferred and in declining dower on non-consummation. ON KHULA SURRENDER: Section 10(5) Family Courts Act 1964 empowers the Family Court, on dissolution by khula following failure of pre-trial reconciliation, to direct the wife to surrender up to 50% of deferred dower OR up to 25% of admitted prompt dower to the husband — irrespective of non-consummation. ON FSC RULING: The Federal Shariat Court in Imran Anwar Khan v Government of Punjab (PLD 2022 FSC 25, decision dated 17.02.2022) ruled subsections (5) and (6) of Section 10 of the Act 1964 deemed annulled and ineffective from 01.05.2022. However, Article 203D proviso provides that no FSC decision takes effect before expiration of the appeal period to the Supreme Court (60 days for parties; 6 months for Federation/Province under Article 203F), or, where an appeal has been preferred, before disposal. An appeal under Article 203F has been preferred by the Province of Punjab; therefore at the time of impugned order Section 10(5) was intact, continues to hold the field, and is binding. Result: petitioner (wife) is legally bound to surrender 25% of the prompt dower (gold + land + house) to the respondent under Section 10(5).

LEGAL SIGNIFICANCE

An important LHC clarification on dower characterisation and the operation of Section 10(5) Family Courts Act 1964 in light of the FSC's Imran Anwar Khan ruling. (1) It reinforces the Section 10 MFLO 1961 presumption — absence of specification in the Nikahnama means the entire dower is presumed payable on demand and is therefore prompt. (2) It confirms that non-consummation does not extinguish the wife's right to dower where dower is prompt. (3) On khula, the surrender percentages under Section 10(5) (up to 25% of admitted prompt dower / up to 50% of deferred dower) apply notwithstanding non-consummation — and the rule applies notwithstanding the FSC's 2022 ruling, because pending Article 203F appeal by Province of Punjab keeps Section 10(5)-(6) operative. Useful for family lawyers in light of Mst Rafia Yaqoob v Suleman Ayub (2026 SCMR 561). Practical effect: an unconsummated marriage dissolved by khula still entitles wife to 75% of admitted prompt dower (here: 10 tola gold + 1 kanal land + constructed house, subject to surrender of 25% to husband).

LEGAL PROPOSITIONS (VERBATIM)

- *Where no details about the mode of payment of the dower are specified in the Nikahnama or the marriage contract, the entire amount of the dower shall be presumed to be payable on demand.*
- *Even in absence of any specification of dower, the entire amount of dower shall be presumed as payable on demand.*
- *Deferred dower without specification of period or stipulation, shall be payable at any time upon demand.*
- *In a suit for dissolution of marriage, if reconciliation fails, the Family Court shall immediately pass a decree for dissolution of marriage and, in case of dissolution of marriage through khula, may direct the wife to surrender up to fifty percent of her deferred dower or up to twenty-five percent of her admitted prompt dower to the husband.*
- *While dissolving the marriage on the basis of khula, the Family Court was obliged to direct the petitioner to surrender up to twenty five percent of her prompt dower to the respondent irrespective of the non-consummation of marriage.*

LEGAL PRINCIPLES EXPOUNDED

Where Column 16 of the Nikahnama records '■■■■■■■■■■' (payable on demand) and no specification of deferment is shown, the dower is prompt — Section 10 of the Muslim Family Laws Ordinance 1961 raises the presumption.

Source: *as per Section 10 of the Muslim Family Laws Ordinance, 1961 ... where no details about the mode of payment of the dower are specified in the Nikahnama or the marriage contract, the entire amount of the dower shall be presumed to be payable on demand.*

Authority: *Section 10, Muslim Family Laws Ordinance 1961; Muhammad Yousaf v Huma Saeed (2024 SCMR 1078); Muhammad Sajjad v ADJ (PLD 2015 Lahore 405)*

Non-consummation does not extinguish the wife's right to prompt dower; appellate court declining dower on non-consummation is in error.

Source: *the appellate court while taking into consideration the fact of non-consummation of marriage, declined dower to the petitioner ... the conclusion drawn by the Family Court as well as the Appellate Court are completely erroneous.*

Authority: *Section 10, MFLO 1961; principles on prompt dower*

Section 10(5) Family Courts Act 1964 governs khula on failure of pre-trial reconciliation; wife may be directed to surrender up to 25% of admitted prompt dower or up to 50% of deferred dower, irrespective of non-consummation.

Source: *In view of clear mandate of Sub-Section (5) of Section 10 of the Act, 1964, while dissolving the marriage on the basis of khula, the Family Court was obliged to direct the petitioner to surrender up to twenty five percent of her prompt dower to the respondent irrespective of the non-consummation of marriage.*

Authority: *Section 10(5), Family Courts Act 1964; Mst Rafia Yaqoob v Suleman Ayub (2026 SCMR 561)*

FSC's Imran Anwar Khan judgment (PLD 2022 FSC 25) deeming Section 10(5)-(6) annulled from 01.05.2022 does not take effect while a Province's Article 203F appeal is pending before the Supreme Court; Section 10(5) continues to apply.

Source: *in terms of proviso to sub-article (2) of Article 203D, no decision of the Federal Shariat Court shall be deemed to take effect before the expiration of the period within which an appeal therefrom may be preferred ... or, where an appeal has been so preferred, before the disposal of such appeal.*

Authority: Articles 203D and 203F, Constitution of Pakistan 1973; *Imran Anwar Khan v Government of Punjab* (PLD 2022 FSC 25)

OPERATIVE ORDER

The nutshell of above discussion is that the Family Court as well as the appellate Court have clearly erred in law while adjudicating the matter in issue. Resultantly, this writ petition is allowed and judgments and decrees of both the courts below are set-aside to the extent of issue of dower. The marriage between the spouses shall stand dissolved on the basis of khula subject to surrender of twenty-five percent of prompt dower by the petitioner to the respondent. No order as to costs.

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