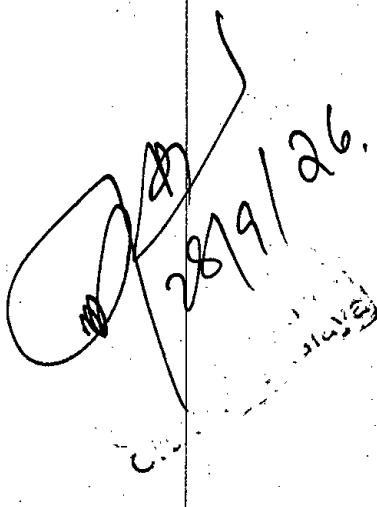


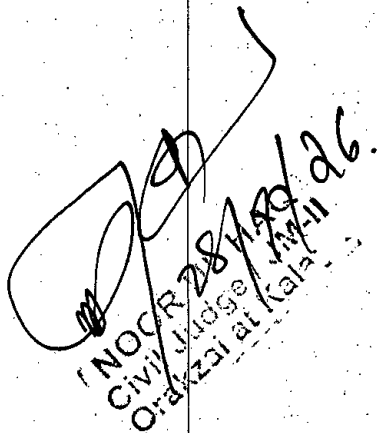
FORM "A"
FORM OF ORDER SHEET

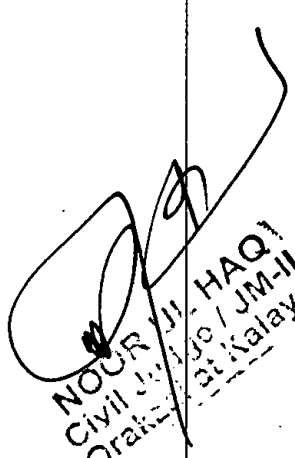
IN THE COURT OF NOOR UL HAQ, CIVIL JUDGE/JUDICIAL MAGISTRATE/CJ-II, KALAYA ORAKZAI

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1	2	3
Order No. ~~06~~ 12	28.09.2026	Plaintiff No. 01 in person alongwith counsel present, while defendants through counsel present. Vide this order, the Court intends to dispose of the instant case on the basis of maintainability. Learned counsels for the parties were given opportunity of hearing and they were heard at length. Pleadings of plaintiff and arguments of his learned counsel revealed that plaintiffs stated that plaintiff No.01 had solemnized the engagement of his son, plaintiff no.2, with the daughter of defendant no.02, in accordance with Shariah, at Orakzai. However, <i>Rukhsati</i>, could not take place, because on the day of Nikah, the defendants used unethical and abusing language, and refused <i>Rukhsati</i>. That many jirgas were conducted between the parties, but defendants did not accept. That, thereafter, defendants filed a suit for KHULA against plaintiffs in the Family Court, Peshawar, which was decided by the said learned court. That defendants also registered many false and frivolous cases against the plaintiffs, as a result of which plaintiffs suffered a loss of Rs. 900,000/-. That the engagement took place in the year of 2018, whereas

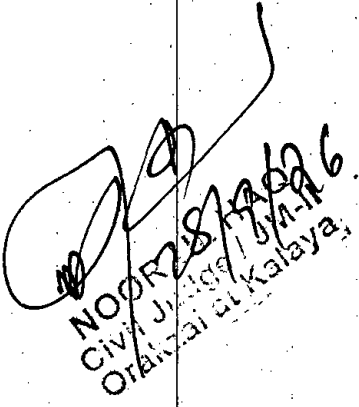
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28/9/26
NOOR UL HAQ
CIVIL JUDGE/JM-II
Orakzai at Kalaya

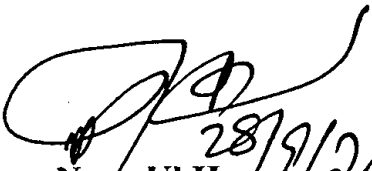
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		their Nikah was solemnized in the year of 2020. During this period, five Eids were celebrated, and on each Eid plaintiffs incurred an expenditure of Rs.465,000/-, which is to be paid by defendants. That during engagement, plaintiffs incurred expenditure of Rs.680,000/- on account of transportation charges. That plaintiffs put a ring of gold to defendant no.02, worth of Rs. 180,000/-. That plaintiffs had paid cash amount of 10 tola gold and defendants had returned 04 tola gold and Rs. 180,000 to the plaintiffs. While defendants are liable to pay the remaining 06 tola gold or its current market value of Rs. 2,400,000/-. Plaintiffs further claimed that, at the time of <i>Rukhsati</i>, due to refusal of defendants, the wife of plaintiff suffered heart attack, which led to spending of Rs.1,800,000/- on her medical treatment. That at the time of Nikah, plaintiffs incurred a handsome amount of rupees. Plaintiffs lastly prayed for decree of the suit. After hearing both the learned counsels for the parties and perusal of record, this Court has observed that admittedly, the Nikah of plaintiff No.02 with defendant No.02 was solemnized at Peshawar through written registered Nikah Nama, of Ward New City Home, Peshawar. It is also pertinent to mention here that the

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		matrimonial dispute between them was brought before the Family Court, Peshawar, and that a decree for Khula was passed by the learned competent Family Court at Peshawar, in case no.345/FC dated 01.10.2022, titled "Mst. Sadia Bibi Vs Hidayat Ullah" and decided on 14.10.2025. The relevant relief para of the said judgment is reproduced below: <i>As to what has been stated above, the suit of the plaintiff stands partial decreed. Plaintiff is held entitled to the recovery of dowery articles as per list attached with the plaint. Defendant No.1 is also held entitled to the recovery of 04 tolas gold ornaments and Rs. 80,000/- as Zare-Khula.</i> In the above family suit at Peshawar, an issue was framed i.e. "Whether defendant is entitled for recovery of 25 lacs rupees alleged to have incurred on waleema, Nikah/Mangni ceremony?" The learned Court held in its judgment dated 14.10.2025 in the following words: <i>Defendants contend that they are entitled to the recovery of 25 lacs spent on Waleema, Nikah/Mangni ceremony. Notwithstanding, there is no contractual or legal agreement quo the supra claim of defendants. Usually, it is a gratuitous act on the part of the defendant/husband</i>

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	 NOUR J. HAQ Civil Judge / JM-II Orakzai District Kalaya	<i>in the society. Last but not the least and most importantly nowhere in the schedule I of the Family Courts Act 1964 it is mentioned that party is entitled to the recovery of expenses incurred at the time of marriage. Ergo, in the light of above-mentioned reasons, the issue No.6 is decided in negative.</i> Plaintiffs of this case preferred appeal before the learned District Courts at Peshawar, challenging the above judgment and order of the learned Family Court, Peshawar. The learned appellate court dismissed appeals, of both parties vide consolidated judgment/order dated 10.06.2026, in case no.351/FCA filed on 03.11.2025, titled "Hidayat Ullah Vs Mst. Sadia Bibi". Para-27 of the above judgment says: <i>Consequently, both Family Appeal No. 351/FCA of 2025 and Family Appeal No. 352/FCA of 2025 being devoid of merit are hereby dismissed. The impugned judgment and decree dated 14.10.2025 passed by the learned Judge Family Court-VI, Peshawar is maintained in toto. Parties shall bear their own costs. Decree sheets be prepared accordingly.</i> Para-24 of the above judgment and order specifically discussed the expenditure, which plaintiff alleged to have

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	 NOOR UL HAQ Civil Judge / JM-II Orakzai District	incurred on Nikah/Marriage, etc, in the following words: <i>Likewise, the claim raised by the appellants/defendants regarding recovery of Rs. 25,00,000/- allegedly spent on Nikah and Mangni ceremonies was also rightly declined. No agreement, undertaking or legally enforceable arrangements was brought on record under which the respondent/plaintiff could be held liable to reimburse such expenses. Such ceremonies are ordinarily conducted voluntarily and the expenses incurred thereon do not create a legally recoverable debt unless supported by a specific contractual obligation. Furthermore, no provision of law governing family disputes was shown which could entitle the appellants/defendants to recover the alleged expenditure in the facts and circumstances of the present case.</i> The above judgments and orders of learned courts at Peshawar reveals that the plea of plaintiffs with regard to expenses allegedly incurred on marriage, has already been decided alongside Khula by the competent courts. So far as the plea of plaintiffs with regard to mental agony and medical treatment of his wife is concerned, Nikah was admittedly solemnized at Peshawar, as per copy of Nikah Nama produced by plaintiff. Moreover,

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	 NOOR J. KHAN Civil Judge / M-11 Oranai at Kalaya	Rukhsati was fixed to take place at Peshawar and refusal of which allegedly led to heart attack to the wife of plaintiff, also took place at Peshawar. The plaintiffs also admit that defendants of this suit reside in New City Home, at Peshawar. Section 19 CPC is relevant here. Reproduced below: <i>Section 19 CPC: Suits for compensation for wrongs to person or movables: Where a suit is for compensation for wrongs done to the person or to movable property, if the wrong was done within the local limits of the jurisdiction of one Court and the defendant resides, or carries on business, or personally works for gain, within the local limits of the jurisdiction of another Court, the suit may be instituted at the option of the plaintiff in either of the said Courts.</i> In the present case, the claim of plaintiffs to the extent of mental agony and medical treatments, arise out of the matrimonial relationship between plaintiff No. 02 and defendant No. 02. Admittedly, the Nikah was solemnized at Peshawar. Rukhsati was fixed at Peshawar and as per claim of plaintiffs, due to refusal of Rukhsati, they suffered. Moreover, defendants of this suit also reside at Peshawar. According to the above quoted section of

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		CPC, plaintiffs could have file a suit for damages, etc. (if any) at Peshawar. In light of what has been discussed above, instant suit is hereby dismissed, being not maintainable. Cost shall follow the events. Plaintiffs are however, at liberty to file suit of damages, if they desire so, at the proper forum. File be consigned to the record room after its necessary completion and compilation. <u>Announced</u> 28.09.2026  <u>Noor Ul Haq,</u> Civil Judge/JM-II, Tehsil Courts Kalaya, Orakzai