**District-Narail.**

**IN THE SUPREME COURT OF BANGLADESH**
**HIGH COURT DIVISION**
**(CIVIL REVISIONAL JURISDICTION)**

**Present:**

**Mr. Justice Md. Toufiq Inam**

**Civil Revision No. 973 of 2021.**

Md. Parvej Hossain.
---- Defendant-Appellant-Petitioner.

-Versus-

Mst. Shohana Shohgi.
---- Plaintiff - Respondent-Opposite Party.

Mr. Md. Ekramul Islam, Advocate
----For the Defendant-Appellant-Petitioner.

Mr. Emdadul Hanif, Advocate
----For the Plaintiff - Respondent-Opposite Parties.

**Heard On: 04.11.2025.**
And
**Judgment Delivered On: 16.11.2025.**

**Md. Toufiq Inam, J.**

This Rule was issued calling upon the opposite parties to show cause as to why the judgment and decree dated 08.12.2020 (decree signed on 13.12.2020) passed by the learned Additional District Judge, Narail in Family Appeal No. 12 of 2020, allowing the appeal in part and thereby modifying the judgment and decree dated 04.03.2020 (decree signed on 05.03.2020) passed by the learned Assistant Judge, Family Court, Narail Sadar, Narail, in Family Court Case No. 22 of 2018 decreeing the suit, should not be set aside.

The plaintiff–opposite party instituted Family Suit No. 22 of 2018 before the Family Court, Narail Sadar, seeking declaration of dower and maintenance. Her case, in brief, is that her marriage with the defendant was solemnized and registered on 11.07.2009 with a dower of Tk. 1,55,000/-. After marriage, the parties lived together as husband and wife and were blessed with a daughter named Tisha. Subsequently, the defendant demanded additional dowry and, upon refusal, drove the plaintiff out from the matrimonial home on 10.03.2017. Since then, she has been residing with her parents without receiving any maintenance from the defendant.

The defendant admitted the marriage but claimed that the marriage was dissolved by Khula Talaq on 13.07.2017 by mutual consent in the presence of witnesses, and that the plaintiff voluntarily left the matrimonial home.

The learned Family Court decreed the suit holding that the alleged Khula Talaq was not proved in accordance with law, particularly for non-compliance with Section 7(1) of the Muslim Family Laws Ordinance, 1961, as no notice was served upon the Chairman. The Talaqnama was found to be unreliable and fabricated. Dower and maintenance were accordingly decreed in favour of the plaintiff and her minor daughter.

On appeal, the learned Additional District Judge partly allowed the appeal by reducing the amount of maintenance but affirmed all other findings, including the invalidity of the alleged divorce.Being aggrieved, the defendant has obtained the present Rule.

Mr. Ekramul Islam, learned Advocate for the petitioner, submits that the marriage was dissolved through a mutual Khula on 13.07.2017, executed and signed by both parties before witnesses, and therefore no notice to the Chairman was required, as the dissolution was not pronounced by the “man” alone. He further submits that D.W.3, the Nikah Registrar, proved the document (Exhibit-Ka) and that both courts below failed to properly consider the evidence, resulting in miscarriage of justice. He also contends that the allegation of forgery raised by the plaintiff was not specifically adjudicated.

Per contra, Mr. Emdadul Hanif, learned Advocate for the opposite party, submits that the alleged Khula Talaq is a manufactured document created to defeat the lawful claim of the plaintiff. He argues that notice under Section 7(1) of the Muslim Family Laws Ordinance, 1961 is mandatory and that in absence thereof, the alleged divorce has no legal effect. He further submits that the findings of the courts below are based on proper appreciation of evidence and call for no interference in revisional jurisdiction.

Now two important points are required to be determined by this court:

i. Whether the alleged Khula Talaq dated 13.07.2017 was legally proved and effective in law; and

ii. Whether notice to the Chairman under Section 7 of the Muslim Family Laws Ordinance, 1961 is mandatory in cases of mutual Khula.

Validity of the Alleged Khula Talaq

The defendant relies upon Exhibit-Ka, a purported Talaqnama dated 13.07.2017. However, the evidence of D.W.3, the Nikah Registrar, reveals serious infirmities. He admitted that the relevant register contains overwriting and interpolation, bears no endorsement or signature of the Chairman, and that no notice of the alleged divorce was ever sent to the Chairman, as required by law.

Moreover, no convincing evidence was adduced to show that the alleged Khula was ever acted upon. There is no proof of return of dower, no contemporaneous conduct reflecting dissolution, nor any evidence of separation pursuant to divorce. In matters affecting civil status, such post-event conduct is a relevant consideration. Both courts below, upon careful scrutiny, found Exhibit-Ka to be unreliable and unproved, and this Court finds no perversity in such conclusion.

Applicability of Section 7 to Mutual Khula and Counter to the “Man Only” Argument

The principal contention of the petitioner is that Section 7(1) of the Muslim Family Laws Ordinance, 1961 applies only where divorce is pronounced by the “man” alone, whereas in the present case it was a mutual Khula initiated by the wife, and therefore, notice to the Chairman was unnecessary.This contention is misconceived and legally untenable. Under Muslim law, Khula does not become effective by the unilateral act of the wife. It is merely an offer or request made by the wife for dissolution, which attains legal efficacy only upon acceptance or consent of the husband. Without the husband’s assent, Khula remains incomplete and inoperative. Therefore, even in a mutual Khula, the dissolution ultimately emanates from the husband’s concurrence, which in substance amounts to a pronouncement or acknowledgment of divorce by the husband/man.

The expression used in Section 7(1) — *“any man who pronounces a talaq in any form whatsoever”* — must be interpreted purposively. The words *“in any form whatsoever”* are wide and comprehensive, deliberately employed by the legislature to cover all forms of divorce deriving legal force from the husband’s act, including unilateral Talaq, delegated Talaq (Tafweez), and mutual Khula. A narrow literal

interpretation restricting Section 7 only to unilateral oral Talaq would render these words meaningless and defeat legislative intent.

Accepting the petitioner's interpretation would enable circumvention of the mandatory statutory safeguard by merely labeling a divorce as "Khula," thereby frustrating the object of the Ordinance, which is to prevent secret or fabricated divorces, ensure notice, and provide an opportunity for reconciliation. Such an interpretation cannot be endorsed by this Court.

Once the husband executes, acknowledges, or relies upon a written instrument of dissolution, the act squarely falls within the mischief of Section 7, irrespective of who initiated the process. The determinative factor is not initiation, but the necessity of the husband's participation to give legal effect to the dissolution.It is also settled that where statutory law has modified personal law, statutory provisions must prevail. The Muslim Family Laws Ordinance, 1961 has regulated the field of divorce, and classical doctrinal distinctions cannot override its mandatory requirements.

Section 7(1) of the Muslim Family Laws Ordinance, 1961 provides that any man who pronounces a talaq in any form whatsoever shall give notice in writing to the Chairman, and under sub-section (3), such talaq shall not take effect until expiry of ninety days from

delivery of notice.The provision is mandatory in nature, serving substantive public policy by ensuring reconciliation, procedural regularity, and legal certainty in marital status. No form of talaq becomes legally effective without strict compliance with Section 7(1).Only where Khula is granted by a decree of a competent Family Court does dissolution take effect by judicial order, and in such cases, Section 7 is not attracted. The present case, however, involves a purely private and alleged dissolution, unsupported by statutory notice or judicial intervention.

Both courts below have concurrently found that the alleged Khula Talaq was not proved and was legally ineffective. These findings are based on proper appreciation of evidence and correct application of law. In revisional jurisdiction under Section 115 of the Code of Civil Procedure, this Court does not re-appreciate evidence unless there is illegality, material irregularity, or perversity, none of which is present here.

This court is of the considered view that a Khula, even if mutual and initiated by the wife, becomes legally effective only through the husband's consent and therefore attracts Section 7(1) of the Muslim Family Laws Ordinance, 1961; service of notice upon the Chairman is mandatory for every extra-judicial divorce "in any form whatsoever,"

and non-compliance renders the purported dissolution void and inoperative in law.

In view of the foregoing discussions, this Court holds that the alleged Khula Talaq dated 13.07.2017 was not legally established and has no legal effect.Notice to the Chairman under Section 7(1) of the Muslim Family Laws Ordinance, 1961 is mandatory even in cases of mutual Khula.The concurrent findings of the courts below suffer from no illegality or perversity warranting interference.

Accordingly, the Rule is discharged.

The judgment and decree dated 08.12.2020 passed by the learned Additional District Judge, Narail in Family Appeal No. 12 of 2020 is hereby affirmed.

There shall be no order as to costs.

Let the lower court records be sent down at once along with a copy of this judgment.

**(Justice Md. Toufiq Inam)**

Ashraf/ABO.