

Present:
Mr. Justice Md. Salim

CIVIL REVISION NO.2192 OF 2023

Md. Faruk Hossain Mondal
..... *Defendant-Petitioner.*

-VERSUS-

Most. Sathi Akter
..... *Plaintiff-Opposite Party.*

Mr. Shaikh Shariful Islam, Advocate
----- For the petitioner.

Ms. Rina Begum, Advocate
----- For the opposite party.

Heard on 29.10.2025 and 05.11.2025

Judgment on 05.11.2025.

By this Rule, the opposite party was called upon to show cause as to why the impugned Judgment and decree dated 16.06.2022 passed by the learned District Judge, Joypurhat in Family Appeal No.42 of 2021 dismissing the appeal and affirming the Judgment and decree dated 31.01.2021 passed by the learned Assistant Judge, Family Court, Kalai, Joypurhat in Family Suit No.45 of 2017 decreed the suit should not be set aside and/or pass such other or further order or orders as to this court may seem fit and proper.

Facts necessary for the disposal of the Rule, in brief, are that the opposite party herein, as plaintiff, instituted Family Suit No.45 of 2017 before the Assistant Judge, Family Court, Kalai, Joypurhat, against the defendant-petitioner for the realization of dower and maintenance contending inter-alia, that the defendant-(husband) got married to the plaintiff by a register Kabinnama on 24.09.2016 as per Muslim Shariah fixing a dower of Tk. 1,99,999/- only, out of which, at the time of marriage, the plaintiff was given TK 50,001/- in cash. They started living together but a few days later, the defendant demanded dower of Taka 5,00,000/- but the plaintiff refused to give dower money for inability of her father; then the defendant assaulted the plaintiff and ousted from his house and send her to her father's house; that on 21.07.2017 the plaintiff in presence of witnesses demanded her dowry and maintenance but the defendant- refused to give the same. In such a situation, the plaintiff instituted the instant suit.

The defendant contested the case by filing a written statement denying all material allegations of the plaintiff, contending, inter alia, that the marriage was solemnized between the plaintiff and the defendant, with a fixed dower of Taka 99,999/-, out of which he paid Taka. 50,001/- in

cash, but the plaintiff, with the help of the marriage register and her relatives, created the forged Kabinnama by inserting the dower at Taka 1,99,999/- instead of Taka 99,999/-. He divorced the plaintiff on 16.05.2018.

Subsequently, the learned Assistant Judge of the Family Court, Kalai, Joypurhat, decreed the suit by the Judgment and decree dated 31.01. 2021.

Being aggrieved, with the above Judgment and decree, the defendant, as appellant, preferred Family Appeal No.42 of 2021 before the District Judge, Joypurhat. Eventually, the learned District Judge, Joypurhat, by the Judgment and decree dated 16.06.2022, dismissed the appeal and affirmed those passed by the Family Court below.

Being aggrieved, the defendant-petitioner filed the present Civil Revision under Section 115(1) of the Code of Civil Procedure before this court and obtained the instant Rule with an order of stay.

Mr. Shaikh Shariful Islam, the learned Advocate appearing on behalf of the defendant-petitioner, submits that the defendant (Husband) divorced the plaintiff (Wife) on 16.05.2018 in accordance with law. However, the court of appeal below awarded maintenance up to 31.01.2021, i.e., the date of the Judgment of the trial court, which

violates the provisions of law; the impugned Judgment and decree may, therefore, be set aside.

Ms. Rina Begum, the learned Advocate appearing on behalf of the plaintiff-opposite party, submits that both the court below considered the evidence on record very justified in pronouncing the impugned Judgment and decree. Therefore, this court, in a revisional jurisdiction, may not interfere with the Judgment of the court below unless there is a misreading of evidence.

We have anxiously considered the submissions made by the learned counsel for both parties, including the impugned Judgment and decree, as well as other materials on record. It appears that the opposite party herein, as plaintiff instituted the instant Family Suit for dower and maintenance, and the plaintiff side, in order to prove her case, examined as many as 4 (four) witnesses and adduced material evidence which has been marked as exhibits accordingly. On the contrary, the defendant denies the allegations against him and claims that the marriage was solemnized between the plaintiff and the defendant, with a fixed dower of Taka 99,999/ out of which he paid Taka. 50,001/- in cash, but the plaintiff, with the help of the marriage register and her relatives, created the forged Kabinnama by inserting the dower at

Taka 1,99,999/- instead of Taka 99,999/-. He divorced the plaintiff on 16.05.2018.

We have scrutinized each deposition and cross-examination of the witnesses. It appears that the trial court, having regard to the above evidence on record, decreed the suit and directed the defendant (Husband) to pay the dower of Tk. 1,49,998/- and further directed to pay maintenance of Tk. 2,500/- per month from 07.08.2017 to 31.01.20, along with the payment of the "Iddat" period amount of Tk. 7500/- in a total of Tk. 2,61,998/- to the plaintiff, which has been affirmed by the court of appeal below.

According to the Muslim Shariah Law, the husband is duty-bound to pay maintenance during the subsistence of the marriage. Maintenance shall include the 'Iddat' period of 03 (three) months.

In the instant case, it is manifest from the record that, admittedly, the marriage of the plaintiff and the defendant was solemnized on 24.09.2016, and a dowry of Taka 1,99,999/- was fixed, out of which Tk. 50,001/- was paid instantly by the defendant-petitioner. It is also admitted that the defendant divorced the plaintiff on 16.05.2018.

Considering the petitioner's divorce date and paying capacity, the family court and the appellate court awarded the dower of Tk. 1,49,998/- and maintenance of Tk. 2,500/- per month.

The family court below also considered the evidence on record and concluded that no dower and maintenance were paid, save and except Tk. 50,001/- as dower by the defendant-husband, which has been rightly affirmed by the court of appeal below.

The appellate court below, having considered the evidence on record justifiably concurrent with the finding of the trial court below, concluded that the defendant-husband could not prove that the marriage was solemnized with the fixed dower at Taka 99,999/-

Analyzing the evidence, it appears that the plaintiff has been living permanently in her parents' house since 06.01.2017; however, she demanded maintenance on 21.07.2017, and since then, the defendant has not paid any maintenance to her. It further appears that the divorce was admittedly held on 16.05.2018. Rather, although both the courts below concurrently found that the divorce was held on 16.05.2018 as per the proviso so enumerated in section 7 of the Muslim Family Ordinance, but erroneously decided that the plaintiff would get the

maintenance from 21.07.2017 to 31.07.2021, i.e., up to the date of the Judgment and decree of the trial court below.

In view of the above facts and circumstances, we are of the firm view that the defendant is to pay the maintenance to the plaintiff from 21.07.2017 to 16.05.2018, including a 3 (three) months' "Iddat" period. Therefore, the defendant shall have to pay the remaining dower money of Taka 1,49,998/-, from 21.07.2017 to 16.05.2018, i.e., 9 months 26 days, for maintenance of Taka 24,667/-, and another 3 months of iddat period of Taka 7,500/-, in a total of Taka 1,82,165/- to the plaintiff.

Considering the above facts and circumstances, we find merit in the Rule. However, the Rule should be disposed of by modification of the Judgment and decree of the appellate court below.

Resultantly, the Rule is disposed.

Let the Judgment and decree of the appellate court below be modified with the effect that the defendant is to pay the remaining dower of Tk. 1,49,998/-, maintenance of Tk. 2,500/- per month; as a result, he needs to pay maintenance to the plaintiff (wife) from 21.07.2017 to 16.05.2018, i.e., 9 months 26 days, for maintenance of

Taka 24,667/-, and another 3 months for the Iddat period of Taka 7,500/-, in a total of Taka 1,82,165/-.

Let the order of stay granted earlier by this court be hereby vacated.

Communicate this Judgment and send down the Lower Court Records at once.

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(MD. SALIM, J).

Rakib(ABO)