

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

Single Bench:

Mr Justice Abdur Rahman

Civil Revision No. 5219 of 2024

In the matter of:

Eakub Ali

... Defendant-Appellant

Petitioner

-Versus-

Shanzida Nasrin

... Plaintiff/Respondent

Opposite party

Mr Md. Nazer Uddin, with

Mr Tareq Bhuiyan, Advocate

.....For the petitioner

Ms Ishrat Hasan, with

Ms Tanzila Rahman Jui, with

Ms Ifat Hasan Shammi, Advocate

...for the opposite party.

Date of Hearing: 07.07.2026, 29.07.2026 and

06.08.2026 A.D.

Date of Judgment: 03.09.2026 A.D., Thursday;

১৯ ভাদ্র, ১৪৩৩ বঙ্গাব্দ ।

JUDGMENT:

Abdur Rahman, J:

This Rule was issued at the instance of the petitioner under Section 115(1) of the Code of Civil Procedure, 1908, and at the time of issuance of the Rule, the following order was passed:

"Let a Rule be issued calling upon the opposite party to show cause as to why the impugned judgment and decree dated 19.08.2024 (decree drawn on 25.08.2024) passed by the learned Additional District Judge, 5th Court, Chattogram in Family Appeal No. 04 of 2023 disallowing the appeal and affirming the ex-parte judgment and decree dated 25.05.2022 (decree being drawn on 29.05.2022) passed by the learned 2nd Additional Senior Assistant Judge and Family Court, Sadar, Chattogram in Family Suit No. 48 of 2020 arising out of Family Suit No. 238 of 2019 shall not be set aside and/or such other or further order or orders passed as to this Court may seem fit and proper."

At the same juncture, this Court was also pleased to stay the operation of the judgment and decree dated 19.08.2024 (decree drawn on 25.08.2024) passed by the learned Additional District Judge, 5th Court, Chattogram in Family Appeal No. 04 of 2023 disallowing the appeal and affirming the ex-parte judgment and decree dated 25.05.2022 (decree being drawn on 29.05.2022) passed by the learned 2nd Additional Senior Assistant Judge and Family Court, Sadar, Chattogram in Family Suit No. 48 of 2020 and the Family Execution Case No. 89 of 2022 for a period of 6(six) months from date subject to the payment of Tk. 4,00,000/= (four lac) to the trial Court through challan within 4(four) months in equal instalments, failing which the Rule shall stand discharged.

Consequent to the aforesaid order, the petitioner submitted compliance to that effect on 15.05.2025, and the order of stay was extended accordingly.

The nucleus of the facts of the case is that the opposite party, as plaintiff, instituted Family Suit 238 of 2019 for dower and maintenance during the plaintiff's iddat period, and for maintenance for her minor daughter. The plaintiff's claim is

that on 29.12.2014, the marriage was solemnised between the plaintiff-respondent-opposite party and the defendant-appellant-petitioner in consideration of dower to the tune of Tk. 22,00,000/- (Taka Twenty-Two Lac) in the presence of family. At the time of the marriage, the plaintiff's parents incurred around Tk. 18,00,000/- for the gift of furniture and electronic appliances, and ceremonial costs for 1,000 guests. During their conjugal life, a daughter, namely Sanjeri Jannat Sarika, was born, and at the time of filing of the suit her age was 4 years. Although the plaintiff-opposite party resides with her husband in her in-law house peacefully for the time being, however, after some days the defendant-petitioner used to demand dowry of Tk. 20,00,000/-. In consequence, the defendant-petitioner on 31.01.2017 stepped out the plaintiff-opposite party from her home, and thereafter, on 01.02.2017, the plaintiff-opposite party returned to her husband's house. However, on 07.02.2019, the defendant petitioner gave divorce to her, which was executed on 09.05.2017. The plaintiff further claims that the petitioner has not been taking proper care of his daughter or providing her with maintenance since 02.02.2017. Therefore, the

plaintiff/opposite party filed the instant suit for her claim of dower and maintenance of the iddat period and maintenance for her daughter accordingly before the learned Senior Assistant Judge, 3rd Court and Family Court, Chattogram. Thereafter, the instant suit was transferred to the learned Additional Senior Assistant Judge, 2nd Court, Chattogram and renumbered as Family Suit 48 of 2020.

Thereafter, the defendant did not appear before the Family Court. The learned Court, after hearing the plaintiff, was pleased to pass an ex parte decree vide its judgment and decree dated 25.05.2022. The Court also directed the defendant to pay Tk. 18,00,000/- (Taka Eighteen Lac) for dower, and Tk. 30,000/- (Taka Thirty Thousand) for the iddat period maintenance and Tk. 2,10,000/- (Taka Two Lac Ten Thousand) for past maintenance of the minor daughter, in total Tk. 20,40,000/- (Taka Twenty Lac Forty Thousand). The learned Court directed the deposit of the decretal amount of Tk. 20,40,000/- (Taka Twenty Lac Forty Thousand) within 60 days from the date of ex-parte decree. The learned Court also passed an Order to deposit Tk. 7,000/- (Taka Seven Thousand)

for the maintenance of the minor daughter for every month till the marriage of the minor daughter.

Thereafter, the plaintiff, as decree-holder, filed an Execution Suit against the defendant-decree debtor for the realisation of the decretal amount from him, vide Execution Suit No. 89 of 2022, arising out of Family Suit No. 48 of 2020.

Hereunder, the defendant, being notified about the filing of the instant suit against him and the impugned *ex-parte* judgment and decree dated 25.05.2022 passed by the learned Additional Senior Assistant Judge, 2nd Court and Family Court, Chattogram and the Execution Suit against him arising out of the instant suit for execution of the impugned *ex-parte* decree, immediately obtained the information of the instant suit through his appointed learned Lawyer. Thereafter, on 17.11.2022, the defendant petitioner filed an application under section 9(6) of the Family Court Ordinance, 1985 before the learned Court to set aside the impugned *ex-parte* decree dated 25.05.2022 and thereby to revive the suit to its original number to contest the suit. The defendant also filed a Miscellaneous Case 22 of 2022 for setting aside the said *ex*

parte decree and deposited at Tk. 1,50,000/= only, and thereby obtained bail from the Execution Suit 89 of 2022.

Thereafter, without getting any remedy from the Miscellaneous Case 22 of 2022, and being aggrieved by the decisions of the Family Court, preferred an Appeal being Family Appeal 4 of 2023 before the learned District Judge, Chattogram, which was subsequently transferred to the learned Additional District Judge, 5th Court, Chattogram for hearing the appeal and its disposal. The learned Appellate Court, after hearing the said appeal, was pleased to disallow the appeal vide its judgment and decree dated 19.08.2024, and thereby upheld the *ex parte* judgment and decree passed by the learned trial Court.

Feeling aggrieved by and dissatisfied with the decisions of the Subordinate Courts, the defendant-appellant, as petitioner, invoked the revisional jurisdiction of this Court.

The opposite party made appearance in the instant Rule by submitting a Wokalatnama without filing a counter-affidavit.

Mr. Md. Nazer Uddin, assisted by Mr Tareq Bhuiyan, the learned Counsel appearing on behalf of the petitioner, at the outset, assailed the impugned judgment and decree passed by both the learned Subordinate Courts, contending that the Courts below have grossly misread, misconstrued and failed to appreciate the oral as well as documentary evidence available on record in its true perspective. According to the learned Counsel, the Courts below arrived at their findings without properly evaluating the relevant materials and the surrounding facts and circumstances of the case, thereby committing a manifest error of law resulting in a serious miscarriage of justice.

Learned Counsel further submitted that the Appellate Court failed to correctly appreciate the legal effect and consequence that the petitioner, after getting the information of the impugned ex-parte decree against him, immediately appeared before the learned Court in Execution Case No. 89 of 2022 arising out of the instant Family Suit and obtained bail by depositing money upon satisfaction of the learned Court. Thereafter, he accordingly made an application to set aside

the impugned *ex-parte* decree; however, the learned Court most arbitrarily, without disposing of the said application to set aside the *ex-parte* decree, fixed a date of hearing after two months, and before the date the learned Court most arbitrarily fixed the date of the execution case twice to bind him to deposit the part of the decreed amount, and thus caused miscarriage of justice.

Learned Counsel further submitted that the learned Appellate Court failed to appreciate that the defendant petitioner did not receive any summons of the instant family suit against him, and the learned trial Court passed the impugned *ex-parte* decree against the defendant petitioner and as such the impugned Judgment and Decree dated 19.08.2024 passed by the learned Additional District Judge, 5th Court, Chattogram in disallowing the appeal and affirming the *ex-parte* Judgment and Decree dated 25.05.2022 passed by the learned Additional Senior Assistant Judge and Family Court, Sadar, Chattogram is liable to be set aside.

Learned Counsel further argued that the defendant petitioner already paid a substantial part of the claim of

dower of the essence of the plaintiff opposite party in the presence of witnesses and the petitioner has every right to contest the case to prove his defense by submitting the written statement and producing witnesses and documents in his support and as such the case might be sent on remand to the trial Court by setting aside the impugned Judgments and Decrees passed by the learned Subordinate Courts.

Learned Counsel for the petitioner, while candidly acknowledging the factual matrix of the case and without disputing the material facts giving rise to the proceeding, finally submitted that the petitioner has already paid a substantial part of the decretal amount, amounting to Tk. 5,65,000/- (Taka Five Lakh Sixty-five Thousand), out of the total decretal liability of Tk. 20,40,000/- (Taka Twenty Lakh Forty Thousand) only. He further submitted that, in the prevailing circumstances, the petitioner is not financially capable of discharging the remaining decretal liability, including the outstanding maintenance and dower money, in one lump sum or without being afforded a reasonable opportunity to pay the same by monthly instalments.

Learned Counsel further contended that the petitioner has suffered a serious financial setback and has lost his business, thereby rendering him incapable of arranging the requisite amount at once. According to him, the petitioner's present financial condition is such that insistence upon immediate payment of the entire outstanding amount would impose an undue and practically insurmountable financial burden upon him. He, therefore, submitted that the petitioner's conduct in having already paid Tk. 5,65,000/- towards the decretal amount ought to be taken into consideration as an indication of his *bona fide* intention to comply with the decree, subject to his financial capacity.

In the aforesaid facts and circumstances, learned Counsel finally prayed that this Court may be pleased to take a compassionate and equitable view of the petitioner's financial predicament and, upon due consideration of the payment already made and his present inability to liquidate the remaining decretal amount at a time, make the Rule absolute and grant such appropriate relief as may facilitate payment of the outstanding dues by reasonable monthly instalments.

In divergent, **Ms Ishrat Hasan**, the learned Counsel appearing on behalf of the opposite party, strenuously opposed the Rule and sought its discharge. Supporting the judgments and decrees concurrently passed by the learned Courts below, she submitted that the findings and conclusions arrived at by the said Courts are neither perverse nor contrary to the evidence on record; rather, the same have been founded upon a proper, lawful and judicious appreciation of the pleadings, oral and documentary evidence and the applicable principles of law. According to her, no material illegality, irregularity, misreading or non-consideration of evidence has been demonstrated by the petitioner so as to warrant interference by this Court in the exercise of its limited revisional jurisdiction.

The learned Counsel further submitted that the petitioner, under the guise of the present revisional application, is essentially seeking to reopen and re-agitate a controversy which has already been considered and adjudicated upon by the competent judicial forums at successive stages of the litigation. She contended that such an

attempt, in substance, amounts to inviting this Court to undertake a fresh appraisal of the evidence and to substitute its own view for the concurrent findings of fact recorded by the Courts below, which is impermissible in revisional jurisdiction in the absence of any demonstrable error of law, perversity or jurisdictional infirmity. She therefore submitted that the prayer for remand of the suit is wholly misconceived and has been made only with a view to prolong the litigation and defer the enjoyment of the reliefs lawfully adjudged in favour of the opposite party.

The learned Counsel next contended that the controversy touching upon the alleged pronouncement, execution and legal efficacy of the **Talaq** had already fallen for consideration before the learned Family Court and was thereafter examined by the Appellate Court and the subsequent competent judicial forums. It was her submission that, upon consideration of the materials available on record, the Courts below concurrently arrived at a clear and categorical finding that the petitioner had failed to maintain the conjugal relationship on account of his own whimsical and

capricious conduct, notwithstanding the fact that he possessed sufficient financial means and capacity to discharge his corresponding obligations towards his wife and minor child. Such concurrent findings, according to the learned Counsel, are findings of fact based on evidence and cannot lightly be disturbed in revision merely because the petitioner seeks to place a different interpretation upon the same materials.

The learned Counsel further argued that the petitioner's financial capacity and his legal and moral obligations arising out of the marital relationship cannot be brushed aside by taking refuge in technical pleas concerning the pronouncement or payment of dower. She submitted that, irrespective of the plea raised by the petitioner as to the mode, time or alleged discharge of the dower, the obligation relating to payment of dower is a substantive obligation arising from the marital relationship and is required to be discharged in accordance with the governing principles of Muslim law. According to her, a husband cannot evade such obligation by advancing untenable or dilatory pleas when the

entitlement of the wife has otherwise been established before the competent Court. The learned Counsel thus contended that the plaintiff-opposite party has been compelled to seek recourse to the process of law for realization of her legitimate dower and maintenance, although such litigation, particularly in matters arising out of matrimonial relationship, is inevitably attended with considerable hardship, humiliation and emotional distress for the wife and the minor child.

It was further submitted that the essential facts concerning the existence of the marriage, the claim relating to dower, the existence of the minor daughter and the obligation to maintain the minor child are substantially admitted or otherwise undisputed between the parties. The learned Counsel contended that, notwithstanding such admitted circumstances and the findings consistently recorded by the Courts below, the petitioner has sought to avoid or delay compliance with the decrees by taking recourse to one excuse or another. Such conduct, according to her, cannot be permitted to defeat or frustrate the lawful rights of the

opposite party, nor can it furnish any legitimate ground for invoking the revisional jurisdiction of this Court.

The learned Counsel lastly submitted that the petitioner is not a person lacking the financial means to satisfy the decretal liability. On the contrary, the materials on record, according to her, sufficiently demonstrate that the petitioner possesses adequate financial capacity to discharge the decretal amount as well as the continuing obligation of maintenance towards the minor daughter. She therefore argued that the plea of financial incapacity is devoid of substance and appears to have been raised merely as a device to postpone the execution and realization of the lawful dues adjudged in favour of the opposite party. She emphasized that the rights of a wife and a minor child, once judicially recognized and crystallized into a decree, cannot be defeated by repeated attempts to reopen matters which have already been conclusively determined by the competent Courts.

In the premises, the learned Counsel submitted that the petitioner has failed to make out any case of jurisdictional error, illegality, perversity, material irregularity, or failure of

justice warranting interference by this Court in exercise of its revisional jurisdiction. She accordingly prayed that the Rule, being devoid of merit and substance, be **discharged**, and that the judgments and decrees passed by the learned Courts below be allowed to stand undisturbed.

I have carefully perused the revisional application together with the judgments and orders impugned therein, the documents annexed to the application, and the other materials available on record. I have also given my anxious consideration to the respective submissions advanced by the learned Counsel appearing for the contending parties.

On perusal of the judgment and order of the learned trial Court, it is found that the learned Court observed that upon perusal of the record, it appears that the divorce has become effective. The plaintiff is, therefore, entitled to receive a sum of Tk. 18,00,000/- on account of dower (Mahr), after adjustment of the amount, if any, already received. Since the divorce has become effective, the plaintiff is further entitled to maintenance during the Iddat period at the rate of

Tk. 10,000/- per month, amounting to Tk. 30,000/- (Tk. 10,000 × 3 months). The trial Court further found that as the defendant has failed to provide maintenance to his child, the said plaintiff is also entitled to receive a sum of Tk. 2,10,000/- towards arrears of maintenance for the period from 19.11.2019, i.e., the date of institution of the suit, till May 2022, calculated at the rate of Tk. 7,000/- per month (Tk. 7,000 × 30 months). Furthermore, the minor daughter shall be entitled to future maintenance at the rate of Tk. 7,000/- per month until her marriage, subject to an annual 10% increase.

Similarly, the learned Appellant Court, Chattogram, observed that upon perusal of the record, it appears that, in the original suit, the plaintiff examined herself as P.W.1. In her deposition, she stated that she was the plaintiff in the suit; that she was married to the defendant on 19.12.2014; and that a daughter was born out of their wedlock. She further stated that the defendant, having subjected her to physical assault on demand for dowry, drove her out of the matrimonial home on 02.02.2017. She stated that the defendant had divorced her and that she instituted the instant suit for recovery of dower and maintenance. She also produced a certified copy of the

Kabinnama, marked as Exhibit-1, and the child's birth certificate.

Learned Appellate Court further found that upon consideration of the documentary evidence produced by the plaintiff and her oral testimony, the birth of the daughter out of wedlock between the plaintiff and the defendant, as well as the dissolution of their marriage by divorce, has been proved.

From the above observations of the learned Subordinate Courts, it is manifest that both the Courts concurrently found that the plaintiff has proved the case, that dower is admitted, and that the maintenance fixed by the trial Court was upheld by the Appellate Court.

However, the learned Counsel for the petitioner candidly submitted that the petitioner has no financial capacity to pay the dower money and huge maintenance as per the judgments and decrees of the learned Subordinate Courts, thereby needs a compassionate view of this Court.

For the above reasons of necessity, I would like to examine the position of the dower or mohrana in Islamic Sharia Law, which are as follows:

In the Qur'an, **mahr** (مَهْر)—the bridal gift/dower payable by the husband to the wife—is referred to by several expressions, principally **صَدُوقَات** (**ṣaduqāt**), **أُجُور** (**ujūr**), and **فَرِيضَة** (**farīḍah**). The Qur'an does not merely treat it as a customary payment; it establishes it as a **woman's right and imposes** important restrictions on its return.

The **principal Qur'anic āyāt directly concerning mahr** are followed by several **closely related provisions**. These are as follows:

1. Surah An-Nisā' — 4:4

The fundamental Qur'anic command to pay the wife her mahr. In English:

"And give the women their dower as a free gift; but if they, of their own good pleasure, remit any part of it to you, take it and enjoy it with right good cheer."

This is perhaps the most direct and fundamental Qur'anic command concerning mahr. The expression **صَدُقَاتِهِنَّ** (**ṣaduqātihinna**) means their bridal gifts/dowries. The verse commands that the mahr be given **directly to the women**. It further establishes that the husband may take back or use any portion of the mahr only where the wife voluntarily and willingly relinquishes it.

2. Surah An-Nisā' — 4:20

The husband cannot take back the mahr merely because he replaces one wife with another. English version:

"But if you decide to take one wife in place of another, even if you had given the latter a whole treasure for dower, take not the least bit of it back: would you take it by slander and a manifest wrong?"

This verse is particularly important because it expressly contemplates a situation in which the husband has given the wife a **large amount of mahr**—even an enormous amount, expressed as **قِنْطَار** (**qintār**).

Thus, the husband's dissatisfaction with the marriage or his intention to marry another woman does not by itself entitle him to recover the mahr already given.

3. Surah An-Nisā' — 4:21

Mahr and the solemn covenant of marriage. In English:

"And how could you take it when you have gone in unto each other, and they have taken from you a solemn covenant?"

This verse immediately follows 4:20 and reinforces the prohibition against recovering the mahr. The Qur'an links the financial right of the wife with the **ميثاقاً غليظاً (mīthāqan ghalīẓan)**—a **solemn/strong covenant**—of marriage.

Accordingly, verses 4:20–21 should preferably be read together when considering the husband's obligation concerning mahr.

4. Surah An-Nisā' — 4:24

Mahr as an obligatory payment in lawful marriage.

English version:

"Also (prohibited are) women already married, except those whom your right hands possess: thus has Allah ordained (prohibitions) against you: except for these, all others are lawful, provided you seek (them in marriage) with gifts from your property, desiring chastity, not lust. Seeing that you derive benefit from them, give them their dowers (at least) as prescribed; but if, after a dower is prescribed, you agree mutually (to vary it), there is no blame on you, and Allah is All-knowing, All-wise."

This is another exceptionally important verse concerning mahr. Thus, the Qur'an characterizes the payment as **فَرِيضَةٌ** (**farīḍah**)—an obligation. The verse also recognizes the parties' ability to mutually agree upon matters after the prescribed obligation.

5. Surah An-Nisā' — 4:25

Mahr in the case of marriage to believing bondwomen.

English version:

"And whoever among you has not the means to marry free, believing women, then [he may marry] from those whom your right hands possess of believing slave girls. Allah knows best about your faith; you are of one another. So, marry them with the permission of their people and give them their due compensation according to what is acceptable, being chaste and not committing unlawful sexual intercourse or taking secret lovers. ... And Allah is Forgiving and Merciful."

It again demonstrates that a lawful marriage carries a financial entitlement for the woman.

6. Surah Al-Baqarah — 2:236

Divorce before consummation where no mahr was fixed.

English version:

"There is no blame upon you if you divorce women before you have touched them or specified for them an obligation. But provide for them—a provision according to the means of the wealthy and according to the means

of the poor—a provision in accordance with what is acceptable, a duty upon those who do good."

This verse is important because it distinguishes between a marriage **in which a specific mahr has been fixed** and one **in which** no specific amount has been fixed. Where no mahr has been stipulated, and divorce occurs before consummation, the Qur'an nevertheless directs the husband to provide a reasonable gift or provision.

7. Surah Al-Baqarah — 2:237

Divorce after fixing mahr but before consummation.

English version:

"And if you divorce them before you have touched them, but after you have specified for them an obligation, then half of what you specified is due, unless they waive it or the one in whose hand is the marriage contract waives it. And to waive is nearer to righteousness. And do not forget graciousness between you. Indeed, Allah sees what you do."

This verse is particularly significant for the law of dower upon divorce before consummation. Where a specified mahr exists, the Qur'anic rule is **one-half of the specified amount**, subject to the waiver contemplated by the verse.

8. Surah Al-Mā'idah — 5:5

Marriage with lawful women and their bridal gifts.

English version of relevant portions:

*"This day all good things have been made lawful for you.
... And [lawful in marriage are] chaste women from among the believers and chaste women from among those who were given the Scripture before you, when you have given them their bridal gifts, seeking marriage, not unlawful sexual relations or secret affairs."*

9. Surah Al-Aḥzāb — 33:50

The Prophet (pbuh) and the bridal gifts of his wives.

This is a special provision concerning the Prophet (pbuh) and should not be treated as a general rule applicable to ordinary marriages.

English version of relevant portions:

"O Prophet, indeed We have made lawful to you your wives to whom you have given their bridal gifts ... and a believing woman if she gives herself to the Prophet, if the Prophet wishes to marry her—this is exclusively for you, not for the other believers. We have already known what We have imposed upon them concerning their wives and those their right hands possess, so that there should be no difficulty for you. And Allah is Forgiving and Merciful."

The verse is significant because it explicitly speaks of wives "to whom you have given their bridal gifts."

10. Surah Al-Mumtaḥanah — 60:10

Mahr when a believing woman migrates and enters a new marriage.

This verse is also directly relevant to the financial consequences of marriage.

English version of relevant portions:

"O you who believe, when believing women come to you as emigrants, examine them. Allah knows best as to their faith. Then, if you know them to be believers, do not return them to the disbelievers; they are not lawful for them, nor are they lawful for them. And give the disbelievers what they have spent. And there is no blame upon you for marrying them when you have given them their bridal gifts. ... That is the judgment of Allah; He judges between you. And Allah is Knowing and Wise."

From the aforementioned verses of the Holy Qur'an, it is crystal clear that the husband's liability to pay dower, the strongest combination would be:

Surah An-Nisā' 4:4 + 4:20 + 4:21 + 4:24, read with Surah Al-Baqarah 2:236–237.

Together, these verses establish a coherent Qur'anic framework: **mahr is a financial and independent right of the wife; it is an obligation arising from marriage; it cannot ordinarily be recovered by the husband; voluntary remission by the wife is recognized; and the Qur'an specifically regulates the amount payable where divorce takes place**

before consummation, and there is no place for deferred dower in a lawful marriage.

However, the মুসলিম বিবাহ ও তালাক (নিবন্ধন) বিধিমালা, ২০০৯ এর বিধি ২৮(১)(ক) formulates a 'Form' for Nikahnama in which columns 13-15 are specifically endorsed with the amount of Mahr, prompt/deferred dowers, and the paid amount of mohrana, respectively, and thereby column 14 is beyond the ambit of the Qur'anic verses unless the bride agrees to the deferred dowers. Consequently, any kind of imposed deferred dower would be considered as prompt dower after being claimed by the wife. Prompt dower must be payable immediately or on demand, according to the terms of the marriage contract and applicable Muslim law.

From gavel to gavel, I am of the firm view that **the wife must not wait until divorce or death to get the dower merely because the Nikahnama contains a dower obligation. The standard position is that prompt dower is a debt owed by the husband to the wife, and that it is an unsecured debt and an actionable claim; it must be paid forthwith, and if a wife has to come to Court for realization of prompt dower, the**

trial Court has the discretion to award compensation to the wife on the basis of the facts of its own case, where the husband deferred the dower, having financial capacity.

In response to the petitioner's learned counsel, and on the facts and principles of Islamic law set out above, this Court has no jurisdiction to remit any part of the dower. The law nevertheless recognizes that a wife may, in favour of her husband, voluntarily relinquish or remit all or part of her dower. Any reliance on such relinquishment must be supported by evidence that it was conscious, unequivocal, and given freely. A purported remission obtained through coercion, undue influence, deception, or any other factor impairing free consent cannot be treated as a valid waiver.

Considering the above facts and circumstances and the submissions of the learned Counsel of both parties, it appears that the dower of the instant case has not been fixed as per the financial capacity or social status of the bride and bridegroom; thus, no one has any scope to go against the terms and conditions of the written civil contract. On the part of maintenance, it is found that the learned Subordinate Courts

concurred on the point of maintenance of the Iddat period and the minor child. In the present situation, a school-going minor child requires the said maintenance, in consideration of economic inflation, accommodation and observance of festivals. The petitioner has failed to discharge the obligations imposed upon him by the decree. Though the petitioner has already paid a part of the decretal amount, to the tune of Tk. 5,65,000/- (Taka Five Lakh Sixty-five Thousand), out of the total decretal liability of Tk. 20,40,000/- (Taka Twenty Lakh Forty Thousand) only. Equally, the petitioner has failed to satisfy his continuing legal obligation to maintain his minor daughter.

For the reasons discussed above, I am unable to find any illegality, infirmity or jurisdictional error in the impugned judgment and decree warranting interference by this Court. Thereby, I am agreed to disagree with the submissions of the learned Counsel for the petitioner. The Rule is, therefore, devoid of any substance and is accordingly discharged without any order as to costs.

Before parting with the record, I direct the petitioner to satisfy the decree by paying the outstanding dower and all arrears of maintenance due to the opposite party and the minor daughter, in accordance with law. If the petitioner demonstrates genuine financial hardship before the Executing Court, that Court may, in the exercise of its discretion and on such just and equitable terms as it considers appropriate, allow payment of the decretal amount by instalments. Any such arrangement shall preserve the decree-holder's rights and interest.

The order of stay granted earlier is recalled.

The office is directed to send down the Subordinate Court's Record (SCR) with a copy of this judgment and order, forthwith.

The Court appreciates the learned counsel's diligent submissions and assistance in resolving the issues.

Order accordingly.

(Abdur Rahman, J)