

Journal of Educational Research & Social Sciences Review (JERSSR)

Married Women Right to Dower and Maintenance, Gap between Theory and Practice

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Abstract



Pakistan being an Islamic and republic state to advance and protect women's rights generally has assembled many laws e.g. right to equality, right to hold property, right to education, protection against discrimination on the basis of gender etc. Special legislation was also made for the protection of women rights. This paper specifically deals with the financial rights that women are entitled to receive after marriage, the dower and maintenance, the significance of these rights in Islamic law, the laws that are made to safeguard these rights and factual situations regarding the implementation of these rights with special reference to Khyber Pukhtoonkhwa Province of Pakistan. Islam's precepts are misunderstood. Dower and maintenance were not viewed by society as a husband's legal obligations, but rather as a ritual associated with marriage. The paper also deals with how society is responding when those rights are claimed by women, the agonies suffered by women while they go through the legal contest for years against their husbands or children in obtaining these rights, main reasons for such resistance and what could be done to improve the situation.

Keywords: Case Law, Dower, Women's Right to Maintenance.

Introduction

Status of women in Islamic law is controversial. The idea that Islam is anti-rights is widespread. Governments across the Muslim world have implemented laws safeguarding women and raising their status in conformity with the principles of Islamic law. Many throughout the globe dispute whether or not Islam supports women's rights. Women's rights are widely understood in Islamic law, as well as in local and international law. Advancing and protecting women's rights is an aim of all governments, including Islamic nations. There are fixed standards for all aspects of life in Islam, including marriage. In Islam, husbands are required to provide dower and maintenance to their wives regardless of their socioeconomic status. Islam offers married women two important rights to secure their financial safety: dower and maintenance (Abdullah & Jazeel, 2021). It is utmost vital right meant to protect the economic security of married women (Rana, 2020). This may provide the lady with the confidence she needs to maintain her marriage. Depending on their individual resources, husbands are required to provide their wives with dowers, food, drink, clothes, and shelter (up to the point of 'iddah for divorcees) throughout the life of their marriages.

Pakistan being an Islamic and republic state to advance and protect women's rights generally has assembled many laws e.g. right to equality, right to hold property, right to education, protection against discrimination on the basis of gender etc. This paper specifically deals with the financial rights that women are entitled to receive after marriage, the dower and maintenance, the significance of these rights in Islamic law, the laws that are made to safeguard these rights and factual situations regarding the implementation of these rights with special reference to Khyber Pakhtunkhwa Province of Pakistan. Women in Khyber Pakhtunkhwa (Pakistan) are often the objects of assault and other forms of harassment and abuse, yet non-payment of dower or maintenance is not a major concern in this area. In less developed regions of the nation, where people lack access to education and are unaware of their fundamental rights, women are more susceptible to male violence. Women in Khyber Pakhtunkhwa endure maltreatment when they are refused the dower and maintenance to which they are lawfully entitled.

To safeguard women's rights including dower, maintenance and to quickly resolve family conflicts abundant of law making has been done by Pakistani legislators unfortunately they are not well executed, the legal system has many flaws, and the transgressor by taking advantage of the same tries to avoid enforcement of financial rights that Islam and Law of state gave to married women. For instance, the husband will fully hides his income and assets from the court in order to avoid paying dower or maintenance. He also requests unnecessary adjournments, submits requests for the dower sum to be paid in instalments, and occasionally even travels outside the court's jurisdiction.

Dower

Dower, which is called Al-Mahar in Arabic. It is one of the inalienable rights of a Muslim lady that Allah the Almighty grants to her when she gets married. This gift is due to the bride just after the wedding but before the couple consummates their marriage. In a Muslim marriage, the dower might be anything of value that the couple decides upon. In a real marriage, the bride receives financial benefits (Muslim Marriage, 2014). The Holy al-Qur'an says: Chapter (4) sūrat al-nisā (The Women)

وَأْتُوا النِّسَاءَ صَدُقَاتِهِنَّ نِحْلَةً فَإِنْ طِبْنَ لَكُمْ عَنْ شَيْءٍ مِنْهُ نَفْسًا فَكُلُوهُ هَنِيئًا مَرِيئًا

“And give to the women (whom you marry) their mahr (bridal gifts) with a good heart, but if they give up willingly to you anything of it, then take it in satisfaction and ease.” (Surah al-Nisā', 4:4). The importance of dower in a marriage is highlighted by this passage; it serves as a shield for the wife. In general, dower is classified as specified and proper.

Specified Dower

The phrase "specified dower" describes dower agreements that are formed either at the time of the wedding or at a later period. The specified dower has been further divided into (a) Prompt and (b) Deferred. Dower that is prompt in nature, its Payment is expected immediately after the wedding. Ameer Ali contends that a woman has the right to instantly claim dower money before returning to the marital home. If the dower is not paid to the wife in a timely manner, she may file for divorce. The husband has no right to demand conjugal rights prior to the payment of the dower. After payment of the dower, the right to restitution becomes effective. While the deferred/ delayed dower payment is made after the dissolution of a marriage, whether by death or divorce. According to Ameer Ali, the husband should provide dower to encourage the wife to fulfill her contractual commitments. Following the death or divorce of a spouse, any unpaid dower is payable. But, the law made a contract that requires payment of the deferred dower upon certain fixed period binding.

According to the principle set by Pakistani Supreme Court if the amount of dower is mentioned in Nikkah nama, but no details regarding prompt and deferred portion mentioned then the amount between the two should be decided based on (i) local custom, (ii) status of lady (iii) aggregate of dower fixed, and (iv) financial status of the husband. In Yasmeen Bibi v. Muhammad Ghazanfar Khan et al., the Supreme Court of Pakistan declared that a delayed dower sum could not be claimed by the wife throughout the duration of the marriage if the spouses had not previously agreed upon a date or time for payment of the deferred dower money. Nevertheless, if the Nikkah Nama is silent about how the dower would be paid, Section 10 of the MFLO 1961 will apply. If in Nikkah nama or the marriage contract no information regarding method regarding dower payment is provided then entire dower will be presumed to be receivable on demand," the dower is presumed to be due and payable upon the dower recipient's demand".(PLD 2016 SC 613)

Proper Dower

Proper dower is payable to the woman if dower amount is not established or agreed upon by the parties at the time of the marriage. The mahr given to women with same social standing as the wife is considered in the calculation. The dower presented to women of her family, especially sisters, paternal aunts, and female cousins, is of great value. When settling on an appropriate range for it. The absence of a dower/meher fixation provision in the Nikah Nama or at the Nikkah recitation ceremony does not absolve the husband of his obligation for its payment. Nothing will change even if a court rules that no dower is owed. A "proper dower" is due in such cases. (David & Werner, 1998).

Maintenance

"Nafaqah" is the Arabic word for upkeep, which covers food, clothes, and other essential living needs. Muslim Scholars define the word "Nafaqah" as "all that is necessary for life's up-keeping and sustenance, including food, clothes, a place to live, and other essentials." According to Dr. Tanzilur Rahman, upkeep involves adequate diet, clothes, and housing. Maintenance allowance consists of

food, clothes, housing, and other basic essentials for sustenance. Providing maintenance is a husband's principal obligation and a woman's basic entitlement. It is founded on Islamic law principles and accepted by Pakistan's legal system. The amount of support is not prescribed nor regulated by Islamic law or by Pakistani law; rather, the husband's economic circumstances are the deciding factor.

The Significance of Dower and Maintenance in Islamic Law

The significance of Maintenance and dower is acknowledged by a variety of Islamic legal sources, including the Holy Qur'an, the Holy Prophet's (PBUH) Sunnah, the Consensus of jurists etc.

The Quran

The Qur'an commands

يٰۤاَيُّهَا النَّبِيُّ اِنَّا اَحَلَّلْنَا لَكَ اَزْوَاجَكَ الَّتِي ءَاتَيْتَ اُجُورَهُنَّ

“O Prophet, indeed We have made lawful to you your wives to whom you have given their due dower” (33:50).

It is further mentioned in the holy Quran: Chapter (4) sūrat l-nisā

وَإِنْ أَرَدْتُمْ اسْتِبْدَالَ زَوْجٍ مَّكَاتٍ زَوْجٍ وَءَاتَيْتُمْ إِحْدَهُنَّ قِنطَارًا فَلَا تَأْخُذُوا مِنْهُ شَيْئًا أَتَأْخُذُونَهُ بُهْتَانًا وَإِثْمًا مُّبِينًا ﴿٢٠﴾

But if you want to replace one wife with another and you have given one of them a great amount [in gifts], do not take [back] from it anything. Would you take it in injustice and manifest sin? (60:10). A marriage is legally binding whether dower is paid or not, or even if same has not been agreed upon. It has been mentioned in the Qur'an.

لَا جُنَاحَ عَلَيْكُمْ إِنْ طَلَقْتُمُ النِّسَاءَ مَا لَمْ تَمْسُوهُنَّ أَوْ تَفْرِضُوا لَهُنَّ فَرِيضَةً وَمَتَّعُوهُنَّ عَلَىٰ الْمَوْسِعِ قَدَرَهُ وَعَلَى الْمَقْتِرِ قَدَرُهُ مَتَّعَابًا الْمَعْرُوفِ حَقًّا عَلَى الْمُحْسِنِينَ ﴿٣٦﴾

There is no guilt upon you in divorcing wife prior of touching them or the dower fixation, but it is necessary that you offer a suitable gift to them (verse 236 of Chapter 2).

There are other passages in the Holy Qur'an that specify that the supply of Nafak/maintenance is a right of a woman and that the husband is obligated to provide for her as per his economic means. Among the verses are the following:

لِيُنْفِقَ ذُو سَعَةٍ مِّن سَعَتِهِ وَمَن قَدِرَ عَلَيْهِ رِزْقُهُ فَلْيُنْفِقْ مِمَّا ءَاتَاهُ اللَّهُ لَا يُلْقِفُ اللَّهُ نَفْسًا إِلَّا مَا ءَاتَاهَا سَيَجْعَلُ اللَّهُ بَعْدَ عُسْرٍ يُسْرًا ﴿٧﴾

a) Let the man of means spend according to his means: and the man whose resources are restricted, let him spend according to what Allah has given him. Allah puts no burden on any person beyond what he has given him. After a difficulty, Allah will soon grant relief. (at-Talaq 65:7)

الرِّجَالُ قَوَّامُونَ عَلَى النِّسَاءِ بِمَا فَضَّلَ اللَّهُ بَعْضَهُمْ عَلَى بَعْضٍ وَبِمَا أَنْفَقُوا مِنْ أَمْوَالِهِمْ فَأَلْصَقَ لِحَدِيثٍ قَدِ انْتَبَهَتْ حَافِظَاتٌ لِلْغَيْبِ بِمَا حَفِظَ اللَّهُ

b) “Men are in charge of women by [right of] what Allah has given one over the other and what they spend [for maintenance] from their wealth. So righteous women are devoutly obedient, guarding in [the husband's] absence what Allah would have them guard” [an-Nisa; 4:34]

Sunnah

The Companion, Hazrat Ali RA asked the Prophet Muhammad (S.A.W) for the hand of daughter, he was instructed to provide a dower payment for his future wife, Hazrat Fatima RA. It demonstrates the importance of dower during the time of the Prophet Muhammad (S.A.W).

Prophet Muhammad (S.A.W) had instructed that “Look (for something to give as a Mahr), even if it is a ring of iron.”

In several ahadith, the Prophet Muhammad (PBUH) also instructed husbands to furnish support for their wives, as stated: "Give them what you would give to yourself, outfit them in what you would dress yourself in, and don't beat or belittle them".

Once Hind Bint 'Utba came to Prophet Muhammad (PBUH) and complained that she and her children are not properly maintained by her husband, the prophet Muhammad (S.A.W) permitted her to take without consent of her husband' from his property for basic needs, saying that: Take what is appropriate and reasonable for you and your family, and make sure it is rational.

The Quran and Sunnah do not specify the maximum or minimal amount that the husband should give to the wife as maintenance and dower. All issues are handled by mutually agreed terms between the parties to the contract.

Research Methodology

The qualitative research strategy has been chosen as the methodology for this paper. Authentic legal papers were utilized to gather data in line with applicable laws and regulations. After gathering data and information on the legal processes followed, instances were analyzed via the reports from reputable journals, review of published research papers and dissertations, and relevant books. Several trial court judgments were analyzed to evaluate if the rules pertaining to dower and maintenance properly handle the issues women experience. This report is based on a case study of many cities in the Khyber Pakhtunkhwa region of Pakistan, where women have difficulty obtaining maintenance and dower. While regulations for the protection of women in general, such as Muslim Family Law Ordinance, 1961(MFLO 1961), West Pakistan Family Court Act, 1964(WPFCA 1964), have been enacted, special attention must be paid to women claiming dower and maintenance rights.

Data Collection

In all, nine districts of Khyber Pakhtunkhwa (KPK) were selected for data collection. Swabi, Peshawar, Mardan, Nowshera, Swat, Haripur, Bannu, Dera Ismail Khan and Abbottabad, were among the districts. Till December 2022 KPK consist of 36 districts, however, the districts chosen are regarded to be the most developed and educated in comparison to the others. The data gathering location was also determined by the researcher's housing (KPK). The following inclusion criteria were used for data gathered retrospectively: (i) three oldest ongoing cases were sought from every designated district family court. (ii) The matter could not be resolved within six months. (iii) No execution or effective remedy was issued within thirty days. These instances were included regardless of the plaintiff's or woman's marital status. To evaluate the problem, 27 examples were thematically studied in this research.

Discussion and Analysis

Following are discussions of six key questions/themes from the gathered data:

What is happening

Islam recognises payment of dower and providence of maintenance for the wife's financial security as their fundamental entitlement. The property received as dower is the sole property of the woman, according to Sharia and Pakistani law, and she is allowed to use it in whatever she pleases. In anyway, the analysis demonstrates that neither the dower is paid nor the ability to use the property anyway the wife wishes is granted to her. The pro-feminist laws e.g. MFLO. 1961 and the WPFCA of 1964 were particularly passed to swiftly and amicably resolve family conflicts involving maintenance, dower, divorce, and other related issues. The provisions of Qanun-e-Shahadat order of 1984, and the Code of Civil Procedure, 1908(CPC), are also not applicable in the proceedings conducted by the Family Courts, the only exception is sections 10 and 11 CPC, however, the study affirms that time-consuming CPC, 1908 procedure is usually adopted by majority of the courts dealing with family disputes.

Despite the fact that marriage registration is mandatory according to Muslim Family Law Ordinance of 1961, majority of people are unaware of this requirement, Similar to this, neither the Nikkah Nama entries nor the type of dower indicated are complete. Without the testimony of the witnesses, it is impossible to determine the amount of dower or maintenance determined at the time of marriage appropriately when Nikkah Nama is absent or its entries are incorrectly filled in. Therefore, the primary cause of the denial of Pakistani women's entitlement to dower and maintenance is the failure to register their Nikkah Nama.

In Haseen Ullah vs Mst. Naheed Begum, et al. (C.P. No.1289 of 2020), the Pakistani supreme court ruled that the petitioner/husband, Haseen Ullah, violated Article 2 of the Pakistani Constitution. In his written reply, he first categorically refuted the agreed-upon setting of the dower and the Nikah

nama entries about the provision of agricultural land measuring four kanal as meher for wife. Eventually, he began to oppose it with the reason that it was an alternate to the payment of gold ornaments weighing seven tolas, rather than voluntarily providing the dower and maintenance payment to the wife. It is sad that the husband/ petitioner, who is highly educated gentleman and teacher by profession a noble profession, is unaware of his need to fulfill the conditions of arrangement of dower, he entered into at the time of his marriage. He forced his wife by reacting in such a manner, to battle in courts, ranging from the lower court/Family Court to the apex courts, for receiving her right to dower and maintenance. Such conduct of the husband is dreadful.

Sometimes the women are compelled to relinquish their dower wholly or partially by extracting physical force or through undue influence. In *Shahbano Begum vs Iftikhar Muhammad*, PLR(1957 karachi 748) the court considered the question of the relinquishment of the dower debt. The wife was claiming her dower of Rs. 50,000 which had been fixed at the time of her marriage to the defendant. The husband resisted her suit by replying that she, had relinquished her dower in a letter produced in evidence which stated "We pledge to live as loving and devoted husband and wife hereafter. I forgot the meher". The letter was signed by two persons whose signatures were illegible. The court held that the burden of proving that the dower debt had been relinquished was on the defendant. He observed that the relationship between the two parties had not been good. The wife had become, aware that her husband was considering marrying a second wife and she was anxious and wanted to maintain her husband's affection. Accordingly, the court held that the writing she had executed in such circumstances did not amount to an effective release. It may not have been extracted by physical force but it was definitely obtained through undue influence, which a woman in the position of the plaintiff could hardly resist.

According to a study, it is nearly impossible for women to end an unhappy marriage because they either lose their right to dower and maintenance after failing to prove their case in court or must endure a protracted legal battle with their husbands, children, or husbands' heirs in order to obtain their right to dower. According to the MFLO of 1961, if a husband enters into a second marriage, he is required to promptly pay the first wife's dower, however, research indicates that this regulation is not generally observed. Section 7 of the MFLO, 1961 makes divorce registration necessary, but this provision is rarely followed. The study revealed that occasionally to avoid payment of unpaid dower the husband only verbally pronounce Talaq to his wife. Its exceedingly challenging to establish a pronouncement of verbal Talaq to receive unpaid dower, in absence of a registered divorce document.

To protect the women's rights, especially dower and maintenance and to swiftly resolve domestic conflicts, many laws have been enacted in country, but they are not adequately applied. The legal system has many gaps, and bad actors take advantage of them. For instance, the spouse may obstruct the payment of dower or maintenance requesting pointless postponements, by purposefully hiding his assets from the court, submitting requests for the payment of the dower sum in instalments, and occasionally even vacating the court's jurisdiction.

Lastly, the Family court Act, 1964 section 12-A prescribe six months time period to decide suits regarding family matters. Likewise, the Ibid Act through section 13 stipulates thirty days for satisfaction of the decree. The study reveals that cases and execution are only occasionally decided within the time period provided by statute.

When Do Women Have Issues Receiving Dower and maintenance?

According to the law dower that is fixed as prompt is paid at time of marriage or has to be paid when demanded by wife. While the portion that is deferred, is paid when marriage is dissolved by divorce or death. But the people misconceive that dower whether prompt or deferred is paid on dissolution of marriage only. Hence when the relations between spouses got strain and wife claims her dower, resistance is shown by society.

Sometimes a huge dower and maintenance amount is agreed upon at the time of oral Nikkah but in the written document (Nikkah Nama) the husband's side mentions a lower amount of dower and maintenance. This is done intentionally that they can be able to contract second marriage or divorce easily. In such circumstances, problem is faced by women to get the dower and maintenance originally agreed between the parties at time of oral Nikkah. Likewise, families would set a large dower and maintenance amount to flaunt their prestige without having an intention of paying it. The inability to pay the dower and maintenance prevents a side from ending a marriage when they want to.

Most people believe that a wife is only entitled to her dower if her husband grants her a divorce; nevertheless, if she files for judicial separation, she will not be entitled to any dower money or maintenance. Therefore, the husband compels the wife to file for judicial divorce in order to avoid paying dower or maintenance. Federal Sharia Court.(PLD 2014 FS 43) ruled that there is no verse in the Quran or Hadith specifically present that prohibits a competent court of law from exercising its jurisdiction over a particular issue.

As per law if husband divorces his wife due to his own likes and dislikes, and without the fault of wife, has no legal authority to demand the return of any paid dower or gifts or to demand the surrender of any unpaid portion. By Dissolution of Muslim marriage Act, 1939 (DMMA), a wife is authorized to seek repudiation of her marriage for any reason. If it is determined that the lady was innocent, being compelled to seek dissolution, the court shall not compel the return of dower. If it is proved that the husband was not at fault, but if it is proved that she is seeking dissolution due to her own reasons, then the court has authority to determine that what amount of dower be returned or be surrendered by the wife, taking into account the circumstances and factuality's of case in juxtaposition with in the fault of each spouse in causing the separation; however if record shows personal grudge of wife against her husband then return or surrender of the dower amount entirely could be ordered by the court.

Similarly, August PESHAWAR HIGH COURT, PESHAWAR(W.P.No. 1871/2009 with C.M.No. 928/2009) held that when a Proper "Nikkah Nama" was executed by the parties along with a dower deed in which an amount of Rs.1,50,000/- was fixed in cash as a dower, in addition to 25 tolas gold ornaments to be given at the time of "Rukhsati" Also, it was agreed that in the event of a temporary separation due to strained relations, the husband would be obligated to pay Rs. 2,000 per month in addition to other expenses incurred by the wife. After a while, marital ties were strained, and the wife left her husband's home. It is established beyond doubt that the dower was not paid to the wife/petitioner, as in the "Nikah Nama" and dower deed it was of a prompt kind and was payable on demand and once it was demanded it was not paid. It is also established beyond doubt that the dower was not paid to the wife/petitioner, as in the "Nikah Nama" and dower deed it was of prompt kind and was payable on demand and once it was demanded, and was not paid to the wife, then she had the right to refuse to perform conjugal duties and to live apart from her husband while receiving maintenance. When the husband was unable to provide proof that he had paid the dower and maintenance allowance for the stated period, and the wife was living with her parents for an extended period of time, she had the right to seek a divorce”

Why and Who is responsible for it?

Either the husband or the husband's legal heirs force the wife or widow to renounce all or part of her dower or maintenance. Considering that they are unwilling to recognise women's economic freedom. Sometimes, in place of issuing a talaq, a husband will put pressure on his wife to file for a khula divorce in order to avoid paying dowry and support. The struggle of women seeking dower and maintenance is being made worse by the high pendency in family courts, a lack of judges, the courts' complicated, drawn-out, and exhausting process, and the granting of pointless adjournments.

Who is the sufferer?

One of the necessary components of marriage is dower payment. The woman is likewise entitled to spousal support for the duration of the marriage. The cash provided the wife with a sense of contentment and financial freedom. The study demonstrates that dower and maintenance are not freely provided to the wife, resulting in financial hardship for the woman. In a male dominated culture, it is evident that following a dissolution of marriage by the death of a spouse or divorce, women are in a more precarious economic position than men; thus, refusal to dower payment or maintenance further exacerbates the problem. In order to gain their right to dower, women have to engage in a protracted judicial battle.

Responses the women asserting their rights receive

Following are reactions and responses that the women who make a claim for her rights receive. Most of the times duplications occur in relationship of spouses. The wife/widow is sometimes pressurize or emotionally blackmailed to wave off her dower or maintenance. Sometimes the husband would physically abuse the woman when she demands dower or maintenance. According to the study, the husband, who is not willing to keep the wife by himself, refuses to release her from their marital connection, forcibly maintains the wife in an unfavourable marriage, and refuses to pay maintenance

in order to avoid paying the deferred dower. The husband hides behind his claim to restitution of conjugal rights to avoid paying dower and maintenance.

In *Haseen Ullah v. Mst. Naheed Begum, etc.* (C.P. No. 1289 of 2020) Supreme Court of Pakistan declared that a husband may legally pursue his wife to reclaim their conjugal rights. In order to preserve the matrimonial bond through generosity, kindness, and the husband's performance of his obligations, this claim must be made in good faith and with the intention of resolving and correcting the disagreements between the spouses, not as a defence or obstacle to the claim of dower or maintenance allowance.

The study also showed that in Nikkah ceremony a wide ranging dower and maintenance is fixed, to demonstrate the family status of the couple. However, when the wife demands payment of the same or asserts her right to dower and maintenance, same is denied by husband and in some cases by family members of husband, they emphasize that only a small amount was fixed as dower and maintenance. As was already established, the majority of Nikkah in Pakistan are not registered in accordance with the law; as a result, the lack of a Nikkah Nama made it exceedingly difficult for women to demonstrate the amount of maintenance or dower. It has also been noted that the husband often coerces the wife into filing for divorce through khula in order to avoid paying the dower and maintenance. According to a study, the claim of dower and maintenance is neither acknowledged by the husband nor by his family members as a result, women had to endure years of court battles with their husbands, children, or husband's heirs in order to secure their rights.

What are the causes?

The lack of understanding and illiteracy in society is the key factor due to which widows and wives are not paid dower or maintenance. Islam's precepts are misunderstood. The dower and maintenance were solely seen as part of the marital ceremony by society, not as a legal obligation on the husband. Secondly, despite the fact that Pakistan has enough laws to protect women's rights, such as dower and maintenance, and to swiftly resolve family conflicts, these laws are not consistently enforced. The registration of the Nikkah and divorce is required by law, but it is not properly carried out. Moreover, there are several legal loopholes, which further aggravates the situation. The wrongdoers try to delay the judicial processes by taking advantage of these flaws.

Recommendation: How to Solve this Problem?

In order to address this issue, the State must ensure that women are protected and that their rights to dower and maintenance are upheld. Make it necessary to register marriages, properly complete the nikkah Nama sections, and register talaq. By using a monitoring cell, the government should actively contribute to securing marriage and divorce registration. It should be ensured that the husband will be required to pay the sum specified in the Nikkah Nama as dower money, and under no circumstances should the court lessen the amount. In order to prolong the payment of maintenance and dower, it is customary for husbands to hide their assets from the court. To avoid the same the court should employ all available resources to look into the husband's assets. The court should discourage the practice of allowing the husband to pay the dower and support in instalments. Increase the number of Family Courts. Additionally discouraged unneeded adjournments. The court should conduct summary processes so that family issues are resolved within the stipulated time frame. The state must enforce strict adherence to the law. The majority of people in our state are illiterate. As a result, they are ignorant of their rights and obligations. A social awareness programme might make them aware.

The study of the data indicated that despite the fact that a large amount of dower and maintenance was established as a sign of affluence at the time of the wedding, the husband was eventually unable to pay it. In some instances, even though a husband is financially secure, he may refuse to deliver the maintenance and dower to his wife. According to the survey, the vast majority of Muslim wives had difficulties while recovering their maintenance and dower in practice. Despite the fact that Pakistan has appropriate laws and enforcement organizations, Muslim women are not receiving financial rights correctly. The majority of Muslim spouses in the capital city of Khyber Pakhtunkhwa Province get either little or no dower and maintenance, according to a study. If this is the scenario in the nation's capital, then the situation in rural, distant locations is likely to be alarming. Cases involving dower illustrate the disparity between theory and reality. In principle, payment is a legal requirement, but in fact, the issue of payment only arises during a divorce.

Conclusion

The dower is an integral element of the marriage contract according to both the Islamic and Statutory Laws of our nation. Likewise, husband is also bound to provide maintenance to the wife during subsistence of marriage. Dower and maintenance payment is obligatory in the event of marriage, as stipulated in the Holy Quran, Sunnah, and the Laws of Pakistan. If a man refuses to give his wife the dower or maintenance, he might be legally obligated, and his wife can refuse to continue their conjugal existence.

The study of cases in the Pakistani province Khyber Pakhtunkhwa illustrates the difference between theory and reality. The payment of the dower and providence of maintenance is a religious and legal duty over the husband however the study of dower and maintenance-related cases suggests that the majority of the population believes that the maintenance and dower payment should only arise in case of strained moments or upon divorce. In this paper, the obstacles preventing the successful execution of maintenance and the dower rights are examined. The answer she receives while asserting her right. The study also revealed that Pakistan has enough laws for the protection of women's rights, but they are not well applied. If we wish to resolve their problems and safeguard rights of women in the community, the populace should be more aware of and knowledgeable about women's financial right that is dower and maintenance under Islamic Law as well as under national statute law.

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