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attitude of the defendant and his family was very hard from the very first day of the marriage towards the plaintiff. That the defendant used to beat up the plaintiff without any reason. That in the month of November, 2018, the defendant beaten up the plaintiff and ousted her from her house and since then the plaintiff is residing with her parents and all her expenses are borne out by her. That the plaintiff is entitled to the recovery of 05 Tola Gold or its market value and 01 Lac cash as dower from the defendant. That no maintenance has been paid to the plaintiff and the plaintiff is also entitled to the recovery of maintenance @ Rs. 10,000/month since the month of November, 2018 till subsistence of the Nikah between the parties. That at the time of Rukhsati, the parents of the plaintiff gave the dowry articles mentioned in the list annexed with the complaint, which is forcibly retained by the defendant, therefore, the plaintiff is entitled to the recovery of the said dowry articles or its market value worth Rs. 386,200/-. That the plaintiff incurred the amount of Rs. 50,000/- on her medical treatment for which, the plaintiff is entitled to the recover from the defendant. That the defendant was asked time and again to admit the claim of the plaintiff but he refused, hence, the present suit.

  
**REHMAT ULLAH WAZIR**  
Senior Civil Judge  
Orakzai at Baber Mela

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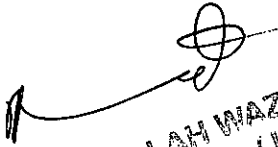
Defendant was summoned, who appeared before the court and contested the suit, negated the contention of the plaintiff by submitting his written statement.

Pre-trial reconciliation was conducted but failed.

Thereafter, the divergent pleadings of the parties were reduced into the following issues.

**ISSUES:**

1. Whether the plaintiff has got a cause of action?
2. Whether the plaintiff is estopped to sue?
3. Whether the plaintiff is entitled to the recovery of 05 Tola Gold or its market value and 01 Lac cash as dower from the defendant?
4. Whether the plaintiff is entitled to the recovery of Rs. 10,000/- as maintenance since November, 2018 till the subsistence of a valid Nikah between the parties on the ground of her ouster from the house by the defendant?
5. Whether the plaintiff is entitled to the recovery of dowry articles as per the list annexed with the plaint or its market value of Rs. 3,86,200/- from the defendant?
6. Whether the plaintiff is entitled to the recovery of Rs. 50,000/- incurred upon her treatment from the defendant?

  
REHMAT ALLAH WAZIR  
Senior Civil Judge/Jr.  
Orakzai at Baber Mela

7. Whether the plaintiff is a self-deserter and the defendant is entitled to the restitution of conjugal rights?
8. Whether the plaintiff is entitled to the decree as prayed for?
9. Relief.

The parties produced their respective evidence (placed on file) on the above issues, as they wished and after the closing of evidence, post-trial reconciliation has been conducted but failed.

Arguments of both the counsel for the parties heard.

My issue wise findings are as under;

**Issue No. 02**

The defendant alleged in his written statement that the plaintiff is estopped to sue but later on failed to prove the same, hence, the issue is decided in negative.

**Issues No. 03, 04, 05, 06 & 07:**

All these issues are interlinked, hence, taken together for discussion.

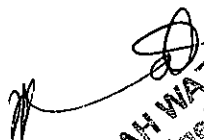
The plaintiff alleged in her plaint that the marriage of the parties was contracted according to Shariat-e-Muhammadi on 25.07.2017 at Orakzai and the dower of the plaintiff was fixed as 05 Tolas and cash amount of Rs. 100,000/- at the time of Nikah which is still unpaid. That after marriage, the plaintiff took care of the

  
**REHMAT MLLAH**  
Senior Civil Judge  
Orakzai at Bader Mela

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defendant and fulfilled her matrimonial obligations but the attitude of the defendant and his family was very hard from the very first day of the marriage towards the plaintiff. That the defendant used to beat up the plaintiff without any reason. That in the month of November, 2018, the defendant beaten up the plaintiff and ousted her from her house and since then the plaintiff is residing with her parents and all her expenses are borne out by her. That the plaintiff is entitled to the recovery of 05 Tola Gold or its market value and 01 Lac cash as dower from the defendant. That no maintenance has been paid to the plaintiff and the plaintiff is also entitled to the recovery of maintenance @ Rs. 10,000/month since the month of November, 2018 till subsistence of the Nikah between the parties. That at the time of Rukhsati, the parents of the plaintiff gave the dowry articles mentioned in the list annexed with the plaint, which is forcibly retained by the defendant, therefore, the plaintiff is entitled to the recovery of the said dowry articles or its market value worth Rs. 386,200/-. That the plaintiff incurred the amount of Rs. 50,000/- on her medical treatment for which, the plaintiff is entitled to the recover from the defendant. That the defendant was asked time and again to admit the claim of the plaintiff but he refused, hence, the present suit.

The plaintiff produced witnesses in whom, she herself appeared as **PW-01** and narrated the same story as in the plaint and exhibited

  
**REHMAT ULLAH WAZIR**  
Senior Civil Judge (I),  
Orakzai at Bazar, Mardan

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the annexed list of dowry articles as Ex.PW-1/1. But admitted in her cross examination that she has not affixed her thumb impression on the plaint and list of dowry articles which is Ex.PW-1/1. That she has mentioned 02 boxes and gold in dowry articles and does not remember the remaining. Further, admitted that she does not remember that how many articles she has mentioned in the list of dowry articles. Further, admitted that she does not remember the price of the respective articles. That she has not annexed the receipts of the articles. Further, that she does not know from whom the articles were bought. That it is correct that the defendant gave the amount of Rs. 100,000/- for the purchase of dowry articles. That no written Nikah Nama or Stamp Paper was scribed regarding the Nikah. That she does not know the name of the Nikah Khwan. That it is also correct that the name of the Nikah Khwan has not been mentioned in the list of witnesses. Further admitted that the defendant Laal Johar paid 02 Tolas of gold and cash amount of Rs. 100,000/- as dower to her father Khan Tehsil before Nikah. That she does not know the exact date and year when she left the house of the defendant. That it is correct that at the time of her ouster, the defendant was not present in his home and was on his duty. Further, that she is not ready to live with the defendant as a wife even if he submits surety bond/stamp paper in the court regarding the fulfillment of his matrimonial obligations. Further,

  
**REHMAT ULLAH WAZIR**  
Senior Civil Judge, JM,  
Orakzai at Baber Mela

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admitted that she has no proof regarding her medical treatment and also does not know the name of doctor who treated her. Further, the one Umat Khan s/o Abdul Shah appeared as **PW-02** and stated that he was present at the time of engagement between plaintiff and defendant and the dower was fixed as 05 Tolas gold but later on 03 Tolas gold was waived off by the plaintiff while the remaining 02 Tolas gold was paid to the father of the plaintiff by the father of the defendant. But admitted in his cross examination that he is not the witness to the Nikah and he cannot tell the name of Nikah Khwan as the same was conducted in the house of the defendant. That it is correct that 02 Tolas gold and cash amount of Rs. 100,000/- was paid to the plaintiff as dower by the defendant. Further, Mr. Aman Ullah s/o Ilyas Khan, appeared as **PW-03** and stated that he was present in the marriage of the parties. That the dower of the plaintiff was fixed as 05 Tolas gold and Rs. 100,000/- cash in which, 03 Tolas gold was waived off by the plaintiff but admitted in his cross examination that he was not present at the time of Nikah rather he was present at the time of marriage ceremony of the parties and he was only informed regarding the said dower and further that it is correct that the plaintiff was paid 02 Tola gold and Rs. 100,000/- cash as dower. That he does not know regarding the strained relations of the parties.

REHMAT ULLAH MSZ  
Senior Civil Judge  
Orakzai at Baber Mandi

In order to counter the claim of the plaintiff, the defendant produced only one witness, as the defendant himself appeared as DW-01, who narrated the same story as in the written statement. But during cross examination, he stated that it is correct that the dower of the plaintiff was fixed as 02 Tolas gold but the same has been paid and further that the plaintiff was forcibly taken away by her parents from his house. That he is ready to rehabilitate the plaintiff as his wife.

Thus, in the light of the aforesaid findings, the plaintiff failed to establish her claim of dower through evidence rather it has been admitted that the entire dower has been paid to her. Further, she failed to establish that she was ousted by the defendant from his house rather she admitted that the defendant was not present in the house at the time of her ouster and that she is not ready to rehabilitate with the plaintiff even if he fulfills his matrimonial obligations and even submits bond in the court in this respect. This attitude of the plaintiff clearly establishes the presumption against her that she is a self-deserted wife. Also, she failed to establish her claim regarding recovery of her medical expenses because she has not produced any single piece of evidence in this respect. Further, she only established her claim regarding dowry articles through cogent and reliable

REHMAT ULLAH MAHMOOD  
Senior Civil Judge  
Orakzai at Baber Mela



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evidence and she is entitled to its recovery or the recovery of its market value.

Thus, in the light of the aforesaid findings, all these issues are decided accordingly.

**Issues No. 01 & 08:**

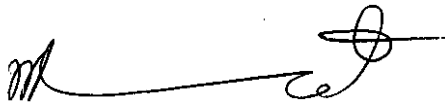
Both these issues are interlinked, hence, taken together for discussion.

**Relief:**

As sequel to my above issue-wise findings, the plaintiff has got a cause of action and therefore entitled to the decree of dowry articles or its market value. Both these issues are decided accordingly.


File be consigned to record room after its necessary completion and compilation.

**Announced**  
20/12/2022

  
(Rehmat Ullah Wazir)  
SCJ/JFC,  
Orakzai (at Baber Mela).  
REHMAT ULLAH WAZIR  
Senior Civ. Judge/JM,  
Orakzai at Baber Mela

**CERTIFICATE**

Certified that this judgment of mine consists of nine (09) pages, each has been checked and corrected where necessary and signed by me.

  
(Rehmat Ullah Wazir)  
SCJ/JFC,  
Orakzai (at Baber Mela).  
REHMAT ULLAH WAZIR  
Senior Civ. Judge/JM,  
Orakzai at Baber Mela