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JUDGMENT SHEET
IN THE LAHORE HIGH COURT, LAHORE
JUDICIAL DEPARTMENT

W.P. No.12390 of 2026

Rana Tasneem Ejaz

Versus

Sadia Abbas, etc.

J U D G M E N T

Date of hearing: 11.06.2026.
Petitioner by: Mr. Muhammad Imran Ali Rana,
Advocate.
Respondent No.1 by: M/s Muhammad Mumtaz Hassan
and Rana Nasir Mushtaq, Advocates.

MUHAMMAD SAJID MEHMOOD SETHI, J.- Through this Constitutional petition, the petitioner has called in question the validity of orders dated 19.07.2025 and 22.10.2025 passed by the learned Courts below, whereby his application under Order XXI Rule 89 of the Code of Civil Procedure, 1908 ("CPC") was concurrently dismissed.

2. Briefly stated, respondent No.1 instituted a suit for recovery of maintenance allowance against the petitioner, which was ex parte decreed by the learned Judge Family Court vide judgment and decree dated 12.08.2020. In execution of the said decree, respondent No.1 filed an execution petition whereupon the learned Executing Court attached the petitioner's property. Thereafter, an initial auction schedule was issued, followed by a final auction schedule dated 31.01.2025. Upon completion of the auction proceedings, the Court Auctioneer submitted his report. Being aggrieved, the petitioner filed objections under Order XXI Rule 89 CPC, seeking setting aside of the auction proceedings and also challenging the calculation of the decretal amount. The objections were dismissed vide order dated 19.07.2025. An appeal preferred thereagainst also met the same fate and was dismissed vide order dated 22.10.2025. Hence, this Constitutional Petition.

3. Learned counsel for the petitioner submits that he confines his challenge to the calculation of the decretal amount. He contends that the same has not been determined in accordance with the decree dated 12.08.2020. According to him, the annual enhancement of 10% has erroneously been applied to the amount awarded as past maintenance for the six years preceding the institution of the suit on 28.02.2020. He argues that the decree treats past maintenance and future maintenance as separate and distinct components, and that the clause relating to annual enhancement is attached only to future maintenance. He further submits that, by extending the enhancement clause to past maintenance, the learned Executing Court effectively enlarged the liability created under the decree, resulting in an excess calculation of approximately Rs.400,000/-.

4. Conversely, learned counsel for respondent No.1 submits that Section 17-A of the Family Courts Act, 1964 does not restrict the award of maintenance allowance to the period subsequent to the decree. According to him, where a husband fails to maintain his wife or minor child, maintenance may validly be awarded for a period preceding the institution of the suit. He further contends that, by virtue of Section 17-A of the Family Courts Act, 1964, as substituted through the Punjab Family Courts (Amendment) Act, 2015, maintenance allowance is subject to annual enhancement at the rate prescribed therein.

5. Arguments heard. Record perused.

6. The controversy involved in the present petition is narrow yet legally significant. The entitlement of respondent No.1 to maintenance allowance and the validity of the decree dated 12.08.2020 are no longer open to challenge, the same having attained finality. The sole question requiring determination is whether, while calculating the decretal amount during execution proceedings, the learned Executing Court correctly interpreted the decree or, in effect, enlarged the liability of the petitioner by applying the annual enhancement clause to the amount awarded as past maintenance.

7. Before advertizing to the rival contentions, it would be advantageous to reproduce the relevant portion of the decree dated 12.08.2020, which reads as under:-

6.... So, in the light of available evidence, it is held that plaintiff is entitled to recover Rs.12,000/- per month as past maintenance allowance of 6-years and from the institution of suit, till subsistence of her marriage on the same rate i.e. Rs.12000/- per month with an annual increase of 10% from defendant.”

A plain reading of the above decree reveals that maintenance allowance was awarded under two distinct heads. Firstly, maintenance allowance was granted for the six years preceding the institution of the suit, thereby creating an accrued liability in respect of a past period. Secondly, maintenance allowance was awarded from the date of institution of the suit till the subsistence of marriage, coupled with an annual enhancement of 10%. The language employed in the decree attaches the enhancement clause to the future recurring maintenance and not to the amount awarded as past maintenance.

8. It is a settled principle of law that an Executing Court is bound to execute the decree as it stands and cannot travel beyond its terms. The decree represents the final adjudication of rights and liabilities between the parties, and the Executing Court has no authority to modify, vary, supplement, or enlarge the obligations embodied therein. Reliance in this regard may be placed upon Mushtaque Ahmed v. Shahzad Khan (PLD 2024 Supreme Court 960), wherein the Hon’ble Supreme Court reiterated that an Executing Court cannot rescind, amend, or modify a decree under the guise of interpretation. Likewise, in Sardar Ahmed Yar Khan Jomezai v. Province of Balochistan (2002 SCMR 122), it was held that even if a decree is perceived to contain an error, the Executing Court must execute it as drawn and cannot rectify or supplement it.

9. Examined in the light of the above principles, the decree dated 12.08.2020 unmistakably distinguishes between past maintenance and future maintenance. The amount awarded for the period preceding the institution of the suit constitutes a fixed and

crystallized liability, whereas maintenance awarded for the period subsequent thereto represents a continuing obligation. The annual enhancement clause is textually and contextually linked with the latter category. The decree neither expressly nor by necessary implication provides that the enhancement shall also apply to the amount awarded as past maintenance. Had such been the intention, the decree would have specifically stated so. Any interpretation extending the enhancement clause to the already determined arrears of maintenance would amount to enlarging the scope of the decree, which is impermissible in execution proceedings.

10. The distinction between accrued liabilities and continuing obligations assumes particular importance in maintenance matters. Past maintenance relates to a completed period during which the claimant was allegedly deprived of support and, once quantified through a judicial determination, assumes the character of a fixed liability. Future maintenance, on the other hand, remains dependent upon continuing needs and changing economic conditions. It is for this reason that enhancement clauses are ordinarily attached to future maintenance so as to preserve its real value over time. In the absence of clear and unequivocal language, such an escalation mechanism cannot be retrospectively applied to a liability that has already been adjudicated and quantified. This view finds support from the judgments reported as *Liaqat Khan v. Bakht Bibi* (2018 CLC 708), *Mohammad Naveed Asim and others v. Sumaira Majeed and others* (PLD 2020 AJ&K 1), *Muhammad Kashif v. Additional District Judge and 3 others* (2022 MLD 1995 Lahore) and *Saba Gul and 2 others v. Additional District Judge, Faisalabad and 2 others* (2026 CLC 12), wherein it has been consistently observed that maintenance is required to be fixed in a manner that accounts for inflation, rising living costs, and the future financial needs of minors and dependents. The Courts have, in this context, recognized the propriety of incorporating reasonable annual increments so as to avoid repeated litigation for enhancement and to preserve the real value of maintenance over time. The underlying premise of these

decisions is that such escalation is a forward-looking mechanism intended to ensure continuing adequacy of maintenance in light of changing economic conditions, rather than a device for reopening or retrospectively adjusting amounts already determined for past periods unless expressly provided by the Court.

11. The argument advanced on behalf of respondent No.1 on the strength of Section 17-A of the Family Courts Act, 1964 also does not advance his case. Undoubtedly, the said provision empowers a Family Court to award and periodically enhance maintenance allowance so as to cater for changing financial circumstances and the rising cost of living. However, such statutory mandate operates in the field of adjudication and not execution. Once the rights and liabilities of the parties stand finally determined through a decree, the Executing Court remains bound by the terms thereof and cannot invoke Section 17-A as a basis to enlarge an already adjudicated liability. Similarly, the scope of Section 17-A(3) of the Act is confined to situations where the decree is either silent as to the award of annual increase or does not prescribe the mode of calculation of the stipulated annual enhancement on the principal or aggregate amount of maintenance. In such circumstances, the said provision operates to supply the statutory mechanism for computation of annual increase in accordance with law. Reliance is placed upon Kashif Mahmood v. Additional District Judge and others (2022 MLD 1762 Lahore), Muhammad Aslam v. Judge Family Court, Ferozewala and others (PLD 2024 Lahore 300) and Saba Gul and 2 others v. Additional District Judge, Faisalabad and 2 others (2026 CLC 12).

12. Guidance in this regard may be drawn from the judgment dated 15.11.2023 rendered by this Court in Samia Zaman v. Asad Zaman and another (W.P. No.8786 of 2021). In that case, a dispute arose during execution proceedings regarding the point in time from which the annual increase awarded by the Family Court was to take effect. The Executing Court interpreted the decree in one manner,

whereas the Appellate Court took a contrary view. While upholding the decision of the Appellate Court, this Court observed as follows:-

“14. With regard to applicability of an order/judgment/decree, it has been held in judgments reported as Zari Taraqjati Bank Limited through President and others v. Sarfraz Khan Jadoon and others [2023 PLC (CS) 724], Muhammad Farooq through legal heirs and others v. Muhammad Hussain and others [2013 SCMR 225], Muhammad Younis and others v. Essa Jan and others [2009 SCMR 1169] and Mst. Attiyya Bibi Khan and others v. Federation of Pakistan through Secretary of Education (Ministry of Education), Civil Secretariat, Islamabad and others [2001 SCMR 1161] that the applicability of the order/judgment/decree will be prospective unless through a clear and categoric direction, it is made applicable retrospectively.”

The principle emerging from the aforesaid judgment is that retrospective operation cannot be inferred in the absence of clear language to that effect.

13. In the present case, neither the decree nor any part thereof contains a direction extending the annual enhancement clause to the amount awarded as past maintenance. The learned Courts below appear to have proceeded on the assumption that the use of the word “with” in the decree automatically subjected the entire maintenance amount to annual enhancement. Such interpretation overlooks the distinction maintained by the decree itself between past maintenance and future maintenance and effectively attributes retrospective operation to an enhancement clause which is otherwise prospective in nature.

14. It may also be observed that if the decree-holder was of the view that annual enhancement was intended to apply to the amount awarded as past maintenance as well, the appropriate remedy was to seek clarification, correction, or challenge to the decree in accordance with law. Such exercise could not be undertaken during execution proceedings. An Executing Court is concerned with enforcement of the decree as framed and not with supplying omissions or introducing obligations which the decree itself does not contain.

15. The legislative object underlying Section 17-A of the Family Courts Act, 1964 is undoubtedly to preserve the economic

efficacy of maintenance awards against inflationary trends and increasing living expenses. Nevertheless, the beneficent purpose of the statute cannot be invoked to retrospectively augment liabilities that have already crystallized through a final decree. To hold otherwise would blur the distinction between adjudication and execution and undermine the doctrine of finality attached to judicial determinations. The interpretation adopted by the learned Courts below, therefore, cannot be sustained in law.

16. In view of the foregoing, the learned Courts below committed a jurisdictional error by extending the annual enhancement clause to past maintenance. The impugned orders suffer from misinterpretation of the decree and cannot be sustained.

17. In view of the above, this petition is allowed. The orders dated 19.07.2025 and 22.10.2025 are declared to be illegal and without lawful authority to the extent of computation of decretal amount. It is declared that the annual enhancement of 10% under the decree dated 12.08.2020 shall not apply to past maintenance. The Executing Court shall recalculate the decretal amount strictly in accordance with this interpretation and proceed further in accordance with law. No order as to costs.

(Muhammad Sajid Mehmood Sethi)
Judge

APPROVED FOR REPORTING

Judge

Waseem / Sultan