

ORIGINAL

FORM 12
(See rules 8 and 10)
FORM OF NIKAH NAMA AS PRESCRIBED BY RULES 8 AND 10 OF THE RULES UNDER THE
MUSLIM FAMILY LAWS ORDINANCE, 1961 (F. OF 1961).

1. Name of the Ward, Town/Village, Taluk/Thana, and District, in which the marriage took place.	
2. Name of the bridegroom and his father, with their respective residences.	
3. Age of the bridegroom.	
4. Name of the bride and her father, with their respective residences.	
5. Whether the bride is a widow or a divorcee.	
6. Age of the bride.	
7. Name of the Wali, if any, appointed by the bride, his father's name and his residence.	
8. Names of the witnesses to the appointment of the bride's Wali, with their fathers' names, their residence and their relationship with the bride.	(1) _____ (2) _____
9. Name of the Wali, if any, appointed by the bridegroom, his father's name and his residence.	
10. Names of the witnesses to the appointment of the bridegroom's Wali, with their fathers' names and their residence.	(1) _____ (2) _____
11. Names of the witnesses to the marriage, their fathers' names and their residence.	(1) _____ (2) _____
12. Date on which the marriage was contracted.	
13. Amount of dowry.	
14. How much of the dowry is actual (present) and how much is 'ajjal (deferred)?	
15. Whether any portion of the dowry was paid at the time of marriage, if so, how much.	

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16. Whether any property was given to the bride or any portion of the dowry, with specification of the same and its value and one agreed to between the parties.	
17. Special conditions, if any.	
18. Whether the bride had her full legal capacity of choice before wife, if so, under what condition.	
19. Whether the husband's right of divorce is in any way restricted.	
20. Whether any document was drawn up at the time of marriage relating to dowry, post-nuptial, etc. (If so, contents thereof to be set).	
21. Whether the bridegroom has any existing wife, and, if so, whether he has obtained the permission of the Arbitration Council under the Muslim Family Law Ordinance, 1961, or consent under section 13(1) of the said Ordinance.	
22. Number and date of the communication conveying to the bridegroom by permission of the Arbitration Council, if so, consent under section 13(1) of the said Ordinance.	
23. Name and address of the person by whom the marriage was solemnized.	
24. Date of registration of marriage.	
25. Registration fee paid.	

Signature of bridegroom or his Wali. Signature of the witnesses to the appointment of the bridegroom's Wali.

Signature of the bride. Signature of the Wali of the bride. Signature of the witnesses to the appointment of the bride's Wali.

Signature of the witnesses to the marriage. Signature of the person who solemnized the marriage.

Signature and seal of the Nikah Registrar.

KNOW YOUR NIKAHNAMA

Clause 3. Age of the bridegroom:

Age

The girl has to be at least 18 years of age to get married (SCMRA 2013). This clause is usually filled with the date of birth

Clause 13. Amount of dower

Mehr

Over here, the amount of Haq Mehr paid by the bridegroom to the bride is specified, along with whether the payment is in cash or kind

Clause 14. How much of the dower is mu'ajjal (prompt) and how much of the dower is ghair mu'ajjal (deferred)?

Timing of Haq Mehr

Over here, you specify whether the mehr is to be paid promptly (mu'ajjal) or deferred until the wife demands it (ghair mu'ajjal).

If a portion of the haq mehr has been paid at the time of the nikah, with the remaining left for later, the amount or value has to be stated here

Clause 16. Whether any property was given in lieu of the whole or any portion of the dower, with specification of the same and its valuation agreed to between the parties

Property as Haq Mehr

If the girl is given her haq mehr, or a part of it, in the form of property, its value as agreed to between the two parties is to be stated

Clause 18. Whether the husband has delegated the power of divorce to the wife. If so, under what conditions:

Wife's Right to Divorce

If this clause has been struck off, the wife will not be able to seek divorce (talaq) from the husband. In that case, she is entitled to khula from the Court, giving up her haq mehr. If this right has been given to the wife in the nikahnama, she get seek divorce without having to give up her haq mehr.”

Clause 20. Whether any document was drawn up at the time of marriage relating to dower, maintenance, etc. If so, contents thereof in brief:

Maintenance

The bride may specify her maintenance allowance or the dowry she brought at the time of marriage in a document attached to the nikahnama

Clause 21. Whether the bridegroom has any existing wife, and, if so whether he has secured the permission of the Arbitration Council under the Muslim Family Laws Ordinance, 1961, to contract another marriage:

Polygamy


If the bridegroom has an existing wife, this clause has to be filled in the affirmative under Pakistan's constitution, and he has to obtain official permission from his existing wife

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