



Rights on Paper, Silence in Practice: Underutilization of Women's Protective Clauses in Nikkahnama in Punjab

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Abstract

Marriage is a foundation of family institution and Nikkahnama is a legal tool that governs it but mostly remains unstated and unprotected by the parties that meant to protect it. It's usually treated as a sheer formality rather than a legal binding document that contains critical clauses that safeguards women's marital rights. This lacking awareness results into systematic underutilization of protective clauses of Nikkanama and individuals fail to realize its relevance in securing women's rights within marriage. This research employed a quantitative design to examine the extent to which optional clauses are utilized in Sialkot. Data was collected through the examination of registered Nikkahanma documents obtained from Union Councils, encompassing both rural and urban population for comparative analysis. A total of 300 Nikkahanamas were analysed to identify the patterns of clauses utilization. Findings suggests a distinct pattern of non-utilization of clauses that are for safeguard of women's marital rights. Clauses 16, 19 and 20, relating to property in lieu of dower, curtailment of the husband's right of divorce, and maintenance, showed 0% utilization. Clause 17 (special conditions) was used in only 4.7% of documents and clause 18 (delegation of the right of divorce) in 1.3%, often with vague wording such as "according to sharia. Recording of essential information was also inconsistent: CNIC details were missing for 20.3% of brides, 16.7% of grooms and 43.7% of witnesses, with urban records significantly more incomplete ($p < .001$), while the type and payment status of dower (clauses 14 and 15) were blank or contradictory in over a third of documents. Findings from record indicated that this non-utilization is driven by sociocultural and structural factors of mindset, women have limited decision-making power, and confusion between dower, maintenance and khula. The study recommends introducing awareness of the Nikkahnama's contents and significance early, ideally after puberty, through regular educational seminars for prospective brides and grooms, along



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with mandatory premarital counselling to ensure both parties understand their marital rights and obligations before entering into marriage.

Keywords: Nikkahnama, Marital rights, Women's rights, Premarital counselling, Marriage contract

INTRODUCTION

Islam provides women many rights, but it is the prevalent norms of the society that hinder their understanding from Islamic point of view (Chaudhry et. al., 2012).

According to Arif (2021) marriage is the most important decision for any person but in a country like Pakistan this decision is, in many cases taken by people other than bride and groom. Marriage contracts are an important part of any marriage. But unfortunately, the document which needs to be read before marriage, most brides don't get a chance of reading that. According to Fareed and Ovais (2015), marriage is a fascinating event because right from the moment, the dates of the wedding are fixed, both families indulge in festivities of the wedding from venue to events to outfits of the brides, the focus is on making everything so flawless and unforgettable that bride and groom miss one thing which will secure their marriage i.e. the Nikkahnama.

Nikkahnama addresses different matrimonial matters and rights like dower, Nan-nafqah and delegation of divorce but lack of legal literacy results in non-usage of these clauses which further results in husband having more control over the wife (Hasan, 2023).

When it comes to women in particular, protective laws do exist, but their implementation does not (Khan, 2009).

According to Asghar (2021), in Pakistani society, marriage is a sensitive matter that is guided by religious, societal and legal norms. Mostly, people decide the important conditions of Nikkah which is dower, a few days before Nikkah. In Islam, Mehr is a non-disputable right of a wife but in majority of the cases, it is decided by parents the of the bride even though the groom's side tries to keep it as low as possible but whatever amount is fixed, in all cases, it is easily accepted by brides. Similarly, we all know that the right of divorce is held by husband and a wife can seek separation through court only but through Nikkahnama, husband's right to divorce can be delegated to the woman in which she can divorce just like a husband does and moreover, husband's right to divorce can be restricted as well. Another important clause in Nikkahnama, is named special conditions but it is rarely used because people think it is not appropriate for a girl to demand monthly allowance or to talk about divorce. It is common practice to not give due attention to it and if someone does try to discuss it then they are discouraged from



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it. In Malaysia to reduce the problem of divorce, the ministry took a step in which the people wishing to marry are bound to take a premarital course at least a year before the marriage takes place (Noor et. al., 2019). This course has been happening since 1990s and was developed by Department of Islamic Development in Malaysia (JAKIM), and it includes information from Quran and Hadith (Salleh et. al., 2019). All couples are bound to attend a two-day long course in which the couples are taught about basic Islamic principles regarding family life and marital relationships, at the end the couple is granted with a certificate which is used in Nikkah as well (Asmaak, 2024). In Pakistan, MFLO 1961 guides formulation of marriage contract, first twelve clauses inquire about bride's and groom's basic information (Kanwal et. al., 2024). Sections 5 to 10 of ordinance give guidance regarding various aspects of marriage including registration of marriage, polygamy, procedure of divorce, maintenance and dower. PMFLA 2015 is another law in province of Punjab, it amends Muslim Family Law Ordinance 1961 by adding important provisions and by increasing punishments for its violation.

Composition of Nikkahnama

According to Khan and Khan (2019), a Nikkahnama is a document used for recording basic details of bride and groom, amount of Mehr that was fixed, details of witnesses and other specific conditions that were decided.

Columns 13 to 16: Inquire about amount of Haq Mehr, it's method of payment (Kanwal et. al., 2024). In typical Pakistani setup, the consent of bride regarding Haq Mehr is never sought (Asghar, 2021).

Column 17: It is the clause where any special condition or term can be put like housing, children, right to job and it must be discussed beforehand (Kanwal et. al., 2024).

Column 18: According to Arif (2021), the most ignored clause in marriage contract is delegation of divorce. As compared to khula, which is a longer process and leads to the loss of dower. Delegate divorce, if given, can make separation simpler for women.

Clause 19: A clause in which women can restrict husband's right to divorce, and this can help women by protecting them from various violences that they might face (Kanwal et. al., 2024).

Clause 20: According to Jalal and Zubair (2023) maintenance as worded Nafaqah in Arabic is provision of food, provision, housing and other necessary needs by the husband to the wife.



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Objective of the Study

- To examine the extent and pattern of utilization of key clauses in Nikkahnama among registered marriages in Sialkot.

Research question

- What is the utilization pattern of key clauses among registered marriages in district Sialkot?

Research Gap

Most of the studies done on Nikkahnama are either focused on awareness regarding clauses like studies done by Arjumand et. al. (2021) measured awareness levels of both genders. Other studies conducted by Warraich and Choudry (2025) and Kanwal et. al. (2024) explored the practices around filling of Nikkahnama but the current study explores the usage of important Nikkahnama columns and conducts a comparative analysis of usage frequencies in urban and rural areas. A lot of studies on Nikkahnama are conducted in Lahore, as done by Arjumand et. al. (2021), Kanwal et. al. (2024), the Centre of Human Rights published a research report in 2023 which was also conducted in Lahore. This research took place in Sialkot district under the province of Punjab.

Problem Statement

Marriage is an important event in life of a person; people focus more on festivities rather than focusing on marital rights disguised in Nikkahnama. MFLO 1961 outlines rights for women in the form of Nikkahnama. The legal framework for securing women's rights exists, but Pakistani women don't use the clauses of Nikkahnama simply because they lack information and they also lack the decision-making power as well (Shahbaz et. al., 2025). Marriages are fixed on the assumptions that they will continue for life, which is not always the case. Nikkahnama is one way a women can have equal power with respect to her husband through Talaq-e-Tafweez but this clause is rarely utilized leaving women with a marital relationship in which men are more dominant.

Literature Review

Marriage is not a thing that can be dealt with carelessly; it is considered an agreement of utter importance, so one should have knowledge of what the Nikkahnama contains.

Through Nikkah, a man and a woman are brought together (Bilal & Amir, 2017).

Without a written document, a marriage will still be considered valid as it is not a requirement in Islam, but Nikkahnama serves as important evidence that a marriage has taken place. The concept of Nikkahnama and Nikkah registrar emerged for the first time in MFLO 1961 (Butt, n.d.). If Nikkahnama is readily used and perceived correctly, then



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through it, the rights of women can be safe guarded. A woman can also protect herself from suffering financially when dower, maintenance and postdivorce finances are clearly mentioned in Nikkahnama, thus, Nikkahnama serves as a precautionary law which prevents vulnerability of women. But a lot of women are not given space to negotiate their rights and a lot of them don't even have awareness of these rights. The study was done by Hussain et. al. (2025) shows that many people take Nikkahnama to be unimportant and handle it carelessly because they assume that Nikkahnama is just a formality which has no legal consequences.

Butt (n.d.) explains the role of Nikkah registrar by highlighting that under section 5 of the 1961 ordinance, a Nikkah registrar must be hired for registration purposes. A Nikkah registrar should ensure that both parties are legally mature to do the marriage, and he should check that parties are not under any pressure. The courts also emphasize that Nikkah registrars should also check the situation in which the Nikkah is taking place. For instance, he should check whether the guardians of the bride are present or not and whether the Nikkah is taking place during unusual timing of the day. But a major issue exists regarding Nikkah registrar which is that under law there is no proper criteria or qualification for selection of Nikkah registrar, their hiring is upon the union council which explains why most of them ignore clauses like Talaq-eTafweez.

Muneer (2017) uncovers inherent and external barriers to execution of laws that help to explain why key clauses are not used. All acts ranging from Child Marriage Restraint Act to Muslim Family Law Ordinance, protect women on paper, not in reality. Inherent or internal obstacles reside within the personality of a person while external obstacles include influence from societal and religious norms. Lacking literacy of one's rights is an internal challenge which results in zero enforcement of law. The study uses Albert Bandura's theory of social learning to explain that people learn from their environment and what they learn, is then internalized by them and they further preach violent and patriarchal behavior to others. The external pressure that stops women from using their rights, comes from the culture of our society. Removing the misogynistic norms is indispensable for improving enforcement of law.

Deniz Kandiyoti, a Turkish feminist developed the concept of Patriarchal Bargain in 1988 (Chattopadhyay, 2017). Patriarchal Bargain means that a woman must obey patriarchal requirements in exchange of financial or emotional advantages (Jamie, 2015: **Anwar et al., 2013**). Jamie (2015) explains that not bargaining in a patriarchal setup might result in retribution. A woman might end up getting harassed or scolded for her denial of patriarchal bargain. Patriarchal bargain is appropriate for understanding why women don't discuss important Nikkahnama clauses even when they are aware of it



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because if they do, they will be revoked for going against patriarchal norms. They will be immediately told to keep quiet or else their proposal for marriage will be rejected.

Secondly, if a bride demands usage of Nikkahnama columns then in-laws might react harshly, even so much that they might cancel the marriage because the bride is being too bold. Our society forces women to internalize these norms and women are the ones replicating these norms the most in their everyday lives. Society categorizes a woman as too bold if she speaks up for her rights (Anwer et al., 2013)

Materials and Method

The study used a quantitative approach to understand the pattern of utilization of key clauses in Nikkahnamas. Researchers collected data from 4 union councils from district Sialkot and equal representation from both urban and rural areas was ensured.

Multistage simple random sampling was utilized to create a sample of 300 Nikkahnamas. The study relies on archival records, i.e. Nikkahnamas, registered at respective union councils. The data collection was conducted in August 2025 and record of Nikkahnamas was taken as archive from March 2024 to June 2025. All the required data from Nikkahnamas was noted down on recording sheets. The data collection process was both easy and difficult due to support from people and due to some unforeseen challenges. Researchers visited the union councils and were shown support from the staff. Though data collection from urban union councils was easier than the rural one where staff showed hesitancy in provision of Nikkahnama records but after persuasion and guarantee of anonymity, records were provided.

Ethical consideration

Data collection was done from different institutes like union councils after official permission was sought. Secondly, for ethical considerations, the names of union councils were not used as maintaining confidentiality was a key concern.

Results/Findings

Nikkahnama Analysis

According to Tantawi (2021), secondary data means the data that was gathered by someone else, besides the researcher making use of it for his/her study. One of the sources of secondary data, as explained by World Bank (2025) is administrative data which is collected through government. A total of 300 Nikkahnama were analyzed registered in the last 10 months. (March 2025 to June 2026), registered in 4 union council in Sialkot. Out of which 150 Nikkahnama were from a rural union council and 150 Nikkahnama were from urban union council.



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Clause	Clause Name	Missing in Nikkahnamas from Rural union council (f)	Missing in Nikkahnamas from Urban union council (f)	Total % (f)
2	CNIC of groom	8	42	16.7% (50)
4	CNIC of bride	14	47	20.3% (61)
11	CNIC of witnesses	2	129	43.7% (131)
13	Amount of dower	0	0	0% (0)
14	How much dower is prompt and how much is deferred?	49	59	36% (108)
15	Whether any amount was paid at the spot, if yes, how much?	48	62	36.7% (110)

CNIC of Bride and Groom

As per MFLO Punjab amendments in 2015, Nikkah registrar is obliged to fill all the clauses properly. By law, mentioning CNIC of bride, groom and witnesses is not a compulsion. MFLO was introduced in 1961, before that there was no official documentation or official registration of marriages. People did not even know about their birth dates. And in sharia marriages without CNICs are still considered valid. CNIC is just a way of verifying age of the person getting married and is used for record keeping purposes. While collecting data from union councils, researchers inquired secretary about why CNICs are not mentioned upon which he stated, “*there are two types of copies of Nikkahnamas and recently government has changed the quality and format of the document, now there is no space for mentioning CNICs, that’s why they are not mentioned.*” This proves that the text on a document shapes the perceptions of the people who use them. On the other hand, according to various court judgements, verification of age of bride and groom must be done through some official document either B-form or CNIC. This shows there is a contradiction in legal judgements and what



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is being practiced.

Column 2, Nikkahnama inquiries about name of groom and his father along with their residence and CNIC details but in some copies of Nikkahnama no space for CNICs is given, only name, age and residence of groom is asked. Column 4 does the same for bride.

Out of 300 Nikkahnamas, in 61 Nikkahnamas CNIC of brides were missing and 50 Nikkahnamas CNIC of groom were also missing, although without it Nikkah is still valid but for registration of Nikkahnama, the CNIC details are very important. The registrar has to check that the CNIC details provided are correct. The age of groom and bride asked in column 3 and 6 respectively is checked through Computerized National Identity Card, making it an important necessity for Nikkah.

Moreover, not to mention CNIC number might indicate that child marriage might have been solemnized. The lack of CNIC details means that no solid way exists for ensuring that bride and groom are legally mature for marriage (CFHR, 2023). According to NCSW and UN Women Pakistan (2020-2021) report on child marriages, Pakistan has made various international agreements, one of which includes setting a minimum age of 18 for marriage in a 1990 convention. Recently, Punjab assembly made a legislation, titled Child Marriage Restraint Act, according to which legal age of marriage of both genders is 18 years old. During the proceedings of the assembly, Information Minister Azma Bukhari delivered a speech in which she urged *“According to the law of our country no one can enter any contract unless a person is ID card holder and 18 years old.”*

In Tahira Bibi v. SHO case, court obligates Nikkah registrars who are responsible for solemnizing marriages, to ensure that no child/minor is married. Nikkah registrar should not rely on verbal details of age, provided by parties, rather a solid proof of age should be preferred like B-form or CNIC which have been deemed authentic by NADRA (PLD 2020, Lahore 811).

CNIC of witnesses

In column 11, details of witnesses of marriage are inquired just like column 2 and 4, in some copies of Nikkahnama separate spaces are given to enter CNIC details of witnesses. Out of 300 Nikkahnamas, in 169 Nikkahnamas no CNIC details of witnesses were present though their names and signatures were present.

Overall, in rural union council, copy of Nikkahnama with extra space for CNIC details were being used, that's why less details were missing in rural union council. Nosheen



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and Schellmann (2021) made a documentary about Kainat Soomro who was just 13 years old when she was gang raped by 4 men. She was labelled Kari and the village jirga announced that she should be killed for the sinful act. After which she had to escape to the city where she got legal help through WAR, an organization helping rape victims. When the court proceedings started and perpetrators were presented in court, one of the rapists claimed that he was married to Kainat. When Nikkah Khawan was interviewed he claimed that Kainat looked 18 years old even though she was only 13 years old. When the judge ordered that the witnesses of marriage be presented in court, they never appeared. Another important case which shows importance of mentioning CNIC of bride and groom and witnesses, is of Dua Zehra who went missing in 2022, she was found to be married but court later established that the girl was underage. The two cases represent implications of non-seriousness on part of Nikkah registrar and Nikkah khawan which can supposedly lead to child marriage. Child brides are not mature enough to maintain marriage has many psychological effects. No importance is given to legislation and commitments. This also shows the issue of child marriage which disrupts attainment of SDGs, specifically SDG 5 (Gender Equality) and SDG 4 (Education).

Dower columns

Column 13,14,15 and 16 in Nikkahnama are regarding dower amount, the type of dower and whether if amount was paid on spot. The law does not specify minimum amount for dower but under MFLO 1961 if mode of payment, i.e. type of dower is not mentioned then entire Mehr will be payable on demand of wife.

The analysis revealed that all Nikkahnamas from rural and urban union councils filled clause 13. In clause 16, no Nikkahnama stipulated property as dower. Additionally, out of 300 Nikkahnamas, in 108 Nikkahnamas, clause 14 was either completely blank or not filled according to the statement, thus creating ambiguity. For instance, out of those 108 Nikkahnamas, 76 of them were completely blank and in other 32 Nikkahnamas, type of dower was not mentioned though, it was mentioned in clause 13 that the dower was paid on spot, meaning that even when the dower was paid on spot, it was not mentioned in clause 14 as prompt. The same trend was found in the diagnostic study of Nikkahnamas by CFHR (2023) where ambiguity about dower method also existed.

Strikingly, in one of the union council, statements in clause 13 or 14 showed that the dower was paid on spot but in clause 15 rather than writing that the dower was paid and the amount, which was paid at time of Nikkah, instead 'no' was written creating confusion whether Haq Mehr was actually paid or not. Moreover, in clause 15, out of 300 Nikkahnamas, 34 were completely blank and in 76 Nikkahnamas, clause 15 was not



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properly filled as just mentioned above.

Another similar pattern to CFHR (2023) study that was observed in the current study, is that the most repetitive dower amount was as low as 10k while in CFHR (2023) it was found to be 5k. The range of dower amount was between 2k to 15 tola gold. According to Kanwal et. al. (2024), since most marriages are within same caste and biradris, people usually don't write large amounts in dower section of Nikkahnama. Many people consider Haq Mehr a mere formality when in reality it is Sunnah of Prophet (P.BU.H). It is narrated that Prophet advised a man who had nothing to give as Mehr that "*Marry, even with a Mehr, equal to an iron ring.*" (Sahih Bukkhari, 5150)

In Quran, Surah Qasas, Ayat 28, Allah Almighty revealed the story of how Hazrat Musa (A.S) was offered a proposal for marriage by an old man, in return for a dower which included working for the man for 8 years. Despite the religious importance of dower, many parents of bride feel pressure to not make demands about dower openly. A study by Sagar and Muqem (2025) revealed perceptions of women about dower. Many felt that dower is just a custom of marriage ceremony, but it's not really given to brides.

<i>Clause</i>	<i>Clause Name</i>	<i>Utilization of Nikkahnamas in Rural union council</i>	<i>Utilization of Nikkahnamas in Urban union council</i>	<i>Total % (f)</i>
16	Is there any property given to bride instead of dower?	0	0	0% (0)
17	Special condition, if any	6	8	4.7% (14)
18	Whether the husband has delegated the power of divorce to the wife, if so under what conditions:	0	4	1.3% (4)
19	Whether the husband's right of divorce in any way curtailed	0	0	0% (0)



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20	Whether any document was drawn up at the time of marriage relating to the maintenance, etc.	0	0	0% (0)
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Special conditions

Column 17 on Nikkahnama is an opportunity for bride and groom to add any condition on which they mutually agree on. The conditions should be within legal and Islamic boundaries. In rural union council, only in 6 Nikkahnamas was this clause used and they included amount of gold, but no clear stipulation was mentioned in the clause as to why, how and when the gold will be used or provided. While in urban union council, only 8 Nikkahnama used clause no. 17 out of which in 6 Nikkahnamas, pocket money was stipulated for bride and in 2 property was stipulated but when it will be given and under what condition was not mentioned at all.

A similar study by CFHR (2023) showed that most special conditions included securing gold and monthly allowance for bride. In their study, out of 1100 Nikkahnamas, only in 31% of Nikkahnamas, this clause was used.

In rural union council, people focused on securing gold while in urban areas, people put monthly pocket money as a condition. A trend of only 3% usage of clause 17 can be best explained by what CFHR (2023) states that many people have this misperception that putting conditions for marriage is not appropriate.

Delegation of divorce and limitation on husband right to divorce

Clause 18 asks whether husband has granted right to divorce a bride, although this right can be given even after marriage has taken place. In clause 19 women can put conditions on husband's right to divorce, and this can protect them from future marital problems.

Out of 300 Nikkahnama, only 4 Nikkahnamas used this clause out of which 1 did grant it in a vague condition that if husband extremely misbehaves with the wife, then wife can use this right and same condition was put in clause 19 which asks whether any limit was put on husband's right. The definition of misbehaving was quite vague. And in the other one, only 1 word "Masawi" was written, which means the right is equally held by both parties.

The analysis of union council records match with what Khan and Khan (2019) has said how practical use of clause 18 can sometimes make it difficult to enforce even if the



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divorce is delegated. The grant is meaningless if such conditions as the wife can divorce herself but only if elders of the family allow it, are attached. In some cases, the clause might include sentences like the right can be used according to what sharia allows, this was found in many clauses of the Nikkahnamas that the researchers analyzed where rather than writing no, “according to sharia of Mohammad (P.B.U.H)” was written. Butt (n.d.) also mentions a case of Ali Abbas Khan v Palwasha Khan in her study in which, on the column 18 of Nikkahnama “right granted by sharia will apply” was written. The court concluded that these words don’t delegate right of divorce to the wife as in sharia wife does not have this right, so, the stipulation should be done in clear wording.

In the current study, less than 2% of Nikkahnamas had utilized clause 18 and usage of clause 19 was 0%. According to CFHR (2023), many people cannot differentiate between delegate right to divorce and khula and secondly, many people feel that by delegating right to divorce women, the divorce rates will increase. Maqsood et. al. (2018) reveals social, psychological and economic factors behind denial of this right. Since Pakistan is a patriarchal society, the ultimate decision-making power lies with men, moreover, many people think that women are less logical than men, they are too emotional that’s why giving them this right is not suitable and most importantly, the economic background of facilities affects usage of this clause.

Maintenance clause

Column 20 says that husbands are responsible for providing financial support to their wives that is called maintenance/nan-nafqah. Out of 300 Nikkahnama, no Nikkahnama used this clause. The non-usage of this column is because many people are unable to differentiate between dower and maintenance (CFHR, 2023).

Chi-square Analysis of Nikkahnama clauses

<i>Nikkahnama Clauses</i>	<i>Rural areas (N=150) Utilization %</i>	<i>Urban areas (N=150) Utilization %</i>	<i>Total (N=300) Utilization %</i>	<i>Pearson chisquare (x²)</i>	<i>P value</i>
Clause 16	0%	0%	0%	-	-
Clause 17	4%	5.3%	4.7%	.300	.584
Clause 18	0%	2.7%	1.3%	4.054	.044
Clause 19	0%	0%	0%	-	-



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Clause 20	0%	0%	0%	-	-
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The above table shows that the Chi-square test of homogeneity for measuring utilization of key clauses between 16-20 indicates that the difference exists for usage of clause 18 only, across rural and urban areas, which is statistically significant (as $\chi^2=4.054$ and $p \leq 0.05$).

Furthermore, a chi-square test couldn't be carried out for clause 16, 19 and 20 because their utilization was 0% across both rural and urban areas.

Lastly, as shown in the above table, there is no difference of utilization for clause 17 among rural and urban areas (as $\chi^2=.300$ and p values >0.05).

<i>Nikkahnama columns</i>	<i>Rural missing % (N=150)</i>	<i>Urban missing % (N=150)</i>	<i>Total missing % (N=300)</i>	<i>Pearson chi-square (χ^2)</i>	<i>P value</i>
CNIC of bride	9.3%	31.3%	20.3%	22.409	0.000
CNIC of groom	5.3%	28%	16.7%	27.744	0.000
CNIC of witnesses	1.3%	86%	43.7%	218.560	0.000
Amount of Haq Mehr	0%	0%	0%	-	-
Clause 14	32.7%	39.3%	36%	1.447	0.229
Clause 15	32%	41.3%	36.7%	2.813	0.093

The table shows that the chi-square test of homogeneity for missing information of CNIC details and dower clauses indicates that statistically significant difference exists for CNIC details of bride, groom and witnesses (as $p \leq 0.05$). Chi-square test for clause 13 couldn't be commuted as details for this clause were not missing in both rural and urban areas. Moreover, results for clauses 14 and 15 indicate that there is no difference across rural and urban areas (as $p > 0.05$).

Findings indicate that utilization of protective clauses in Nikkahnama is very less both in urban and rural areas. No clear rural urban difference was present in utilization of clause 17 of special condition, whereas clause 18 of delegation of right of divorce reflects



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a statistically significant difference between rural and urban records. Although overall utilization of this clause remained very low even in urban areas. The record of CNIC information of brides, groom and witnesses' information was also significantly different in urban and rural areas, urban areas show a substantially higher missing information of these columns. The practices of documentation information are different in urban and rural settings but overall underutilization of protective clauses of Nikkahnama.

Conclusion

The findings of this study suggest that legal provisions are present in Nikkahnama but are not being utilized in the marriages. As the document has special provisions for special conditions, delegation of divorce, restriction on the husband's right to divorce and maintenance related provisions but the utilization is extremely low. There is substantial gap in recoding of basic information and ambiguity in dower related clauses. The findings suggest lack of awareness and importance of this important legal document; it is merely treated as a legal formality and not as meaningful important document that can safeguard the marital rights in a marriage. There should be greater attention for accurate completion, awareness of its provisions and guidance can improve the practical use of rights and protection available within a marriage contract.

Recommendations

The current study suggests following strategies to improve awareness and genuine understanding among the public, which will ultimately influence the usage of columns. Professionals like Nikkah registrars can guide bride and groom regarding the clauses, the law puts responsibility on registrar to fill the nikkahnama according to the answers that bride and groom give. Kanwal et. al. (2024) also points out that role of nikkah registrar is very crucial. The conditions, if any, should be decided several days before the nikkah takes place. The bride, groom and their family can mutually decide conditions after consultation from any legal expert and Islamic scholar. But first, the biggest issue, which is lack of tolerance and secondly, the taboo that talking about divorce before marriage is a bad omen, needs to be removed. This can be done through pre-marital counselling and government and private sector partnership. The awareness of Nikkahnama columns should be made mandatory as marriage is one of the key events in anyone's life. As Hussain et. al. (2025), also suggests that nikkahnama is considered a formality only, spouses should be guided through education about marital and family life. In Malaysia, pre-marital counselling is mandatory for every spouse, and upon its completion a certificate is also issued. The same practise can also be tried in Pakistan.



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Khalid (2016) also suggests that a bit of attention towards rulings of marriage and divorce before entering a marital relationship can save people from hurting themselves. To cope with the problem of missing CNIC details, one type of Nikkahnama with extra space given for this detail should be used in all union councils. Furthermore, Nikkah registrars should be trained properly in filling columns according to their statements to avoid ambiguity. Lastly, more research on women's marital rights needs to be done so that better policy making can take place (CFHR, 2023).

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