

# Mutual Divorce Agreement

## Talaq-e-Mubarat Specimen for Pakistan

**Important:** This is a general specimen, not a completed deed or a substitute for advice on the facts. Delete inapplicable options, complete every blank, and have the final agreement and the applicable Union Council procedure reviewed before signing or submission.

**Date of agreement:** \_\_\_\_\_ **Place:** \_\_\_\_\_

### Parties

- 1. Husband.** [FULL NAME], son of [FATHER'S NAME], CNIC/identity number [NUMBER], residing at [FULL ADDRESS], referred to in this agreement as the Husband.
- 2. Wife.** [FULL NAME], daughter of [FATHER'S NAME], CNIC/identity number [NUMBER], residing at [FULL ADDRESS], referred to in this agreement as the Wife.

The Husband and Wife are together referred to as the Parties.

### Background

- A. Marriage.** The Parties were married on [DATE] at [PLACE]. Their Nikahnama was registered by [NIKAH REGISTRAR / UNION COUNCIL DETAILS] under registration number [NUMBER], if available.
- B. Mutual decision.** Both Parties state that they voluntarily and mutually wish to dissolve the marriage by Mubarat and record the agreed terms in writing, without coercion, fraud or undue influence.
- C. Procedure.** The Parties understand that this private agreement does not by itself replace the notice, reconciliation, certification or registration steps that may apply under sections 7 and 8 of the Muslim Family Laws Ordinance, 1961 and the applicable rules and local procedure.

### Agreed Terms

- 1. Mutual declaration.** Each Party freely confirms the mutual decision to end the marriage by Mubarat. Neither Party shall describe the agreement as signed under pressure or without an opportunity to understand its contents.
- 2. Applicable notice and Union Council process.** The Parties shall cooperate in preparing, signing, delivering and receiving the written notice and documents required for the applicable Union Council and Arbitration Council process. The competent Union Council, the person responsible for notice, and the date on which the dissolution becomes effective shall be determined under the applicable law and procedure, not merely by the date of this agreement.
- 3. Dower.** Select and complete only the option that accurately records the agreement, and delete the others.

**Option A:** The Wife acknowledges receipt of the full dower stated in the Nikahnama, being [DESCRIPTION / AMOUNT], and no balance remains due.

**Option B:** A dower balance of PKR [AMOUNT] remains due. The Husband shall pay it by [DATE / METHOD], and receipt shall be documented in writing.

**Option C:** The Parties agree that [SPECIFY EXACT AMOUNT / PROPERTY / TREATMENT OF DOWER]. The Wife confirms that she understands the legal effect of this term and has had an opportunity to obtain independent advice.

**4. Spousal maintenance and settlement payment.** Select and complete the applicable wording and delete the remainder.

**Option A:** No settlement payment is due between the Parties except the obligations expressly stated in this agreement.

**Option B:** The [HUSBAND / WIFE] shall pay PKR [AMOUNT] to the [WIFE / HUSBAND] by [DATE / INSTALMENTS / METHOD]. Payment shall be acknowledged in writing.

**Option C:** The Parties agree as follows regarding any legally payable maintenance or other settlement: [PRECISE TERMS].

**5. Personal belongings, jewellery and documents.** Each item to be returned, retained or delivered is listed in Schedule A. Delivery shall occur by [DATE] at [PLACE / METHOD], and the receiving Party shall sign an acknowledgement. An item not listed should not be assumed to have been settled if it remains disputed.

**6. Property and liabilities.** The Parties record the following agreed treatment of jointly held property, accounts, debts or liabilities: [DETAILS OR 'NONE']. This agreement does not transfer registered property unless the legally required transfer instrument, registration and other formalities are completed.

**7. Children.** [THERE ARE NO MINOR CHILDREN OF THE MARRIAGE / THE CHILDREN ARE LISTED IN SCHEDULE B]. Any present understanding on residence, contact, education, health care and financial support is recorded in Schedule B. The Parties understand that a child's welfare and applicable law may require review by a competent court or authority, and that this agreement does not purport to extinguish a child's legal rights.

**8. No undisclosed coercion or representation.** Each Party states that the information supplied by that Party is accurate to the best of their knowledge; that no promise outside this written agreement has induced signature; and that each has been free to seek independent legal advice before signing.

**9. Further documents.** Each Party shall sign and provide reasonable documents required to implement the express terms of this agreement and the applicable dissolution procedure. This clause does not require a Party to sign a document that changes the agreed settlement without that Party's further written consent.

**10. Entire recorded understanding.** This document and its completed schedules record the Parties' present agreement on the matters expressly addressed. No broad waiver shall be read as deciding a child's rights, overriding mandatory law, transferring registered property without required formalities, or settling an issue that is not identified with reasonable clarity.

**11. Governing law and competent forum.** This agreement shall be interpreted under the law applicable in Pakistan. Any issue requiring adjudication shall be taken to the court or authority having jurisdiction under applicable law; the Parties do not create jurisdiction merely by naming a place in this agreement.

**12. Copies and signatures.** The Parties may sign counterparts of the same final text. Each Party shall receive a signed copy together with completed schedules and retain proof of every payment, delivery and notice made under or in connection with the agreement.

### Signatures

The Parties confirm that they have read or had this agreement explained to them, understand its contents and sign voluntarily.

|                   |                |
|-------------------|----------------|
| Husband signature | Wife signature |
| Name: _____       | Name: _____    |
| CNIC: _____       | CNIC: _____    |
| Date: _____       | Date: _____    |

### Witnesses

|                     |                     |
|---------------------|---------------------|
| Witness 1 signature | Witness 2 signature |
| Name: _____         | Name: _____         |
| CNIC: _____         | CNIC: _____         |
| Address: _____      | Address: _____      |

### Schedule A Financial and Property Terms

Complete each applicable row. Write 'none' where the item has been considered and no obligation remains. Attach additional signed pages if needed.

| No. | Item or obligation | Responsible party | Due date and proof |
|-----|--------------------|-------------------|--------------------|
| 1   |                    |                   |                    |
| 2   |                    |                   |                    |
| 3   |                    |                   |                    |
| 4   |                    |                   |                    |
| 5   |                    |                   |                    |
| 6   |                    |                   |                    |

### Schedule B Children Arrangements if Applicable

Record only arrangements that have been considered in the child's welfare. Obtain individual advice before relying on permanent waivers or clauses affecting a child's rights.

| Topic                            | Present arrangement |
|----------------------------------|---------------------|
| Child names and dates of birth   |                     |
| Primary residence                |                     |
| Contact and communication        |                     |
| Education and health decisions   |                     |
| Monthly maintenance and expenses |                     |
| Travel and document arrangements |                     |

### **Completion Checklist**

- ☐ Names and CNIC details match identity documents.
- ☐ Marriage and Nikahnama details have been verified.
- ☐ Unused options and bracketed drafting instructions have been deleted.
- ☐ Dower, payments, belongings and property terms state exact amounts, items and dates.
- ☐ Children-related terms have been separately reviewed where applicable.
- ☐ The applicable Union Council, notice and certification process has been confirmed.
- ☐ Each Party has received the same final signed agreement and schedules.

**Legal basis note:** Section 8 of the Muslim Family Laws Ordinance, 1961 provides that section 7 applies, with necessary changes and so far as applicable, where a party wishes to dissolve a marriage otherwise than by talaq. Section 7 addresses written notice, the Arbitration Council process and the statutory period. Provincial amendments and local procedure should be checked for the matter concerned.