

UNIVERSITY OF PÉCS



*SUMMARY OF THESES*

**Comparative Analysis of Core Issues of Contract Law Regarding Anglo-Saxon, Continental, and Shariah Legal Systems with respect to the relevant Statuses of Women**

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## Abstract

*The legal provisions of a contract vary from one country to another, therefore, forming a contract between parties from various legal systems runs the risk of a fault or imperfection in the formation of a contract, which might affect one party's rights in the event of a contractual dispute. Although both the civil and common legal systems employ similar legal theoretical techniques with regards to the interpretation of a contract, yet they differ in their meaning and applicability. Therefore, this study aims to develop a comparative analysis relating to the role of contractual legal techniques between the Contract law of Pakistan – a common law country, and the European (EU) countries – civil law countries, especially Germany and France. Not only this, but the study also aims at comparing women's general as well as the contractual status between the two different legal systems for the purpose of addressing current problems and proposing*

*suitable recommendations. The thesis consists of four major chapters. The first chapter provides insight into the reasons for comparing contract law between two different legal systems. The second chapter highlights the need for a uniform European contract law and analyses several contractual theoretical legal techniques between Pakistan and the EU in a comparative method. Chapter 3 focuses on the prevailing Shariah law and women's rights in Pakistan at length. Chapter 4 comprehensively compares the legal and contractual status of women in Pakistan and the EU to propose reforms in the existing unequal treatment of the female gender in Pakistan. Finally, Chapter 5 summarizes the entire thesis work compactly, providing solutions to existing problems in Pakistan either by incorporation of the EU laws into the domestic legislation or amendment to the current legislation concerning contracts and women.*

## Keywords

*Comparative Contract Law; Pakistan v. EU; Civil v. common law; Theoretical legal Techniques; Women's Status.*

## **Comparative Contract Law – European vs. Pakistani Contract Law**

Contracts have existed since the dawn of time, and their importance in social life cannot be questioned. When striking an agreement or a bargain among its members, every culture relies on the concept of a contract. As a result, it has become an unavoidable evil in everyone's life, whether in the shape of a barter system or modern-day commitments. The necessity to govern such agreements grew as society advanced, and this need was supplied by the introduction of Contract law into national legislation in every country. Even though contract law is a branch of domestic civil law, the comparative law method allowed the subject to find a parallel in the international arena. In Chapter 1 of my thesis, I set out to compare contract law in Pakistan — a common law regime, and Europe — a civil law regime, to enhance the international character of contract law, because they both belong to different legal systems and, as a result, constitute different contract laws in several ways. According to my study, this legal distinction may be used to solve current difficulties in both systems, particularly in Pakistani contract law. As a result of the exchange and application of foreign legal concepts into either of their domestic legal systems, international acceptance of those imported legal principles will begin.

International business contracts are frequently formed using Common Law contract models, which cannot be overlooked. They are not only written in the English language, but they also typically use Common Law legal vocabulary and organization. The concepts of clarity and predictability underpin the Common Law of Contracts. The parties are believed to be capable of assessing the transaction's risks and establishing suitable relationship regulation and risk distribution. As a result, the contract is regarded to be adequate to govern the parties' transactions. Good faith and fair dealing are not required to integrate the parties' agreed-upon regulation; in fact, they are judged undesirable since they add a level of discretion and ambiguity that is unacceptable in business and commerce.

Contract law in civilian systems, on the other hand, is focused on ensuring that justice is served in the individual situation. The contract is construed in light of implied principles of reasonableness, good faith, or fair dealing (to varying degrees in the various national systems), allowing for the avoidance of unfair solutions based on a literal interpretation of the contract. In fact, in the case of commercial contracts, the judge is expected to exercise his discretion in a limited manner since the parties are presumed to be capable and willing to analyse and accept the risks associated with the transaction. Nonetheless, a party from a Civilian system may expect the controlling legislation to intervene, either to incorporate or rectify the contractual rule. As a result, a contract controlled by the law of a Civil Legislation system is vulnerable to intervention by the governing law. However, when the contract is based on a Common Law paradigm, the contractual structure appears to preclude such involvement. This clash of two opposing attitudes toward the ruling legislation may lead to ambiguities in the interpretation.

To get around these problems, it is occasionally advised that we look out for sources of law that do not refer to a certain legal system. These can be authoritative sources of international law, such as international conventions like the Vienna Convention on Contracts for the International Sale of Goods (CISG), or non-authoritative sources, such as generally accepted principles of international trade, international contract practice, trade usages, as well as private

codifications of contract terms, standard negotiating clauses, and standard negotiating clauses. While some of these sources are incredibly informative and represent the parties' actual needs and progress, they can be difficult to locate and have a fragmented nature. To address these issues, significant attempts have been undertaken in recent decades to restate worldwide contract practice or widely accepted principles and usages, such as the UNIDROIT Principles of International Commercial Contracts and the European Principles of Contract Law (PECL). The restatements undoubtedly increase the availability of *lex mercatoria* norms by placing them in a context that improves the fragmented nature of some of the sources to a larger extent. However, it is debatable whether the restatements successfully assist in resolving the contradiction between the contract's Common Law framework and the Civil controlling law.

The CISG, in connection to my research, demonstrates the convergence of contract law norms from the two most major legal families, namely common and civil law. Because the CISG Working Group's goal was to discover the optimum answer for each sales challenge at an international level by comparing them, the CISG has favoured rules of one legal family above others in some cases. Of fact, the drafters' purpose was not to support one legal system over another. It simply followed that some characteristics of international sales of commodities may be better addressed by a single rule that had its origins, for example, in the civil law tradition. As a result, I believe that the CISG might be utilized as a comparative teaching tool to educate and study foreign/international contract law. If one follows the constructive educational technique, in which each student is viewed as an active individual actively creating or constructing knowledge and skills, then the information offered by the professor is regarded as a type of stimulus that initiates the student's learning process in action. The stimulus (teaching material) is not as significant as the cognitive process that the stimulus produces in engaged learners. From the standpoint of law instruction, comparative law may be viewed as a pedagogical strategy that provides the content needed to kickstart the learning process. The main educational goal here is to 'attempt to make pupils study the laws of systems that differ from their own by employing provisions of an instrument founded in principles from both their own legal family and a different legal family as material. The origins and organization of CISG comparative law provide ideal material for comparative law instruction. However, in this scenario, it is advised to decompose the material first to subsequently develop knowledge about foreign systems. In other words, law professors and students can use a reverse engineering approach to extract information and design from the CISG to duplicate the key rules and principles of contract law in both the common law and civil law legal families in distinct segments.

### **Comparative Analysis of Theoretical Legal Techniques (TLT) Between EU and Pakistan**

Moving on, the thesis chapter 2 addresses two distinct but equally important issues: a) unifying contract law throughout the EU into a single, uniform Civil Code, and b) applying EU contract law to current practical difficulties of theoretical legal approaches in Pakistan. Several academics and practitioners are progressive on the problem of harmonization of the EU Civil Code, looking at any potential measures to promote harmonization among the EU's various legal systems. Exploring these current mechanisms to combine EU civil law into a unified code is a time-consuming and difficult task. The challenge of conducting a comparative study of

contract law in the multiple Member States necessitates a detailed and complete examination of not just two, but several. Because, for one simple reason, the law of every country evolves into a system, which, if poorly altered, leads to the destruction of such a system. The UNIDROIT instrument — Principles of International Commercial Contracts — is an explicit example of such a work. It took over twenty years, from 1971 to 1994, to make these UNIDROIT Principles a reality, although they are still regarded as scholarly suggestions. This is due to the Member States' unwillingness to alter their national laws in conformity with the UNIDROIT Principles or to accept that the laws of another Member State are superior to their own. The proponents of harmonization have had some success, for example, in efforts to unify EU legislation through a few directives, especially those pertaining to consumer protection and corporation law, among others. Although these directives allow for some latitude in how they are implemented, actual progress toward harmonization of Member States' laws has been achieved. In 1995, Latvia (together with other Central and Eastern European nations) and the EU signed an Association Agreement. Latvia and other nations had a basic obligation under that agreement to bring their domestic legislation into compliance with EU Directives.

My research does not evaluate thoroughly the possible benefits of the current process in Europe to create and implement new bodies of law influencing the contractual activity of firms and individuals. Also, I will not analyse the draft CFR in-depth to remark on the benefits of the various normative remedies presented. I will restrict myself to a cursory review of the positive effects that, in theory, could result from a process like the current one, rather than committing to a normative assessment of the current enterprise's already available outcomes—even if still in draft form—and whether it has fully exploited all available opportunities to maximize those potentially positive effects. I will posit three examples to that effect: 1) to enhance the way current Contract Law affects the efficiency of contractual contacts, 2) to minimize transaction costs caused by variety in contract law, and 3) to realize economies of scale in legal change. Given the extensive extent of application of Contract Law, and the wide disparities among nations in the factors impacting the outcomes of such policies, I do not include any form of redistributive ideal in this section.

Contractual contacts are a fundamental source of economic and social progress since they are the primary conduit for individual cooperation and exploitation of the evident advantages of division of labour, as well as trade between agents with differing valuations. In complex and developed societies like Europe, the law, specifically the law of contracts, is one of the most important mechanisms for fostering the proper functioning of contracting by creating incentives for cooperative behaviour within contractual relationships and removing incentives for non-cooperative attitudes. Is it feasible that legal reform will be able to expose current flaws and propose changes in legal norms, institutional structures, and legal decision-making processes that will benefit contractual parties? Naturally, the answer is yes, it is doable. Is it also feasible that such legal reform is put in motion and carried out significantly at the European level, that is, at a level that, in terms of abstraction and geographical extent, is beyond the current systems of Contract Law, which remain primarily national in design and scope to this day? The answer is, once again, yes. It is conceivable to increase the effectiveness of current Contract Law national systems by reform measures, even substantial ones, that may be implemented at the European level. The main question is, of course, how to do it correctly. It is not a simple effort to establish and implement an ideal system of contract law that improves issues while avoiding interference with the beneficial effects of competitive

markets and the proper incentives provided by current norms and institutions. For example, how thorough should the European-led results be? How much variance in solutions and outcomes should we tolerate, given the undeniable reality that individual Member States are still more homogenous in terms of preferences and important elements determining legal solutions than the European ensemble? What degree of specificity do we believe is best for legislative solutions, and what role do we think courts and other adjudicators should have in developing more precise legislation? The kind of problems that are difficult to answer in this regard is indicative of the enormity of the challenge of optimum law-making at the European level and in contractual affairs. However, the theoretical point remains. It may be possible to improve the efficiency of Contract Law as a working legal instrument in Europe; however, if we do not believe we can do so at the European level, we should not waste resources on a process that will not improve the welfare situation of individuals and firms subject to Contract Law in their economic and other interactions.

The rhetoric of eliminating barriers that obstruct the efficient operation of the internal market in goods and services appears big in the arguments given by European laws to support the adoption of uniform or harmonized regulations in a variety of sectors, including consumer law and contract law. The notion that harmonized contract law regulations help to develop the European internal market may be broken down into two parts or views. One refers to the reduction in the costs of doing business in various national markets for firms: If a firm plans to launch a product in the several Member States, the costs of complying with legal constraints are higher, and may even be much higher, in the presence of multiple legal requirements than in the presence of a single set of legal conditions for the business campaign. For example, in various Directives in the sphere of consumer law, this issue of lowering a firm's expenses of doing business in conjunction with harmonization has been highlighted. However, it may be argued persuasively that legal and regulatory variety, let alone shared conceptions and principles, would not vanish as a result of a harmonizing legal body in Contract Law. The consumer is the second piece in the image, and he or she is typically underappreciated in its importance. Indeed, some argue that consumer perceptions of legal and other uncertainties, as well as the shortcomings of transacting across national borders, are the key components of cross-border trade barriers, and thus the most important factor influencing the implementation of the internal market through regulatory and legal harmonization.

The critical barriers to cross-border commerce and contracting would thus largely be demand-driven, that is, those that consumers perceive, albeit incorrectly, as negatively impacting their decision to contract cross-border. In all probability, harmonized Contract Law regulations would contribute to a decrease in complexity and discrepancy, resulting in some advantages for the internal market and hence for its players — the European consumers as the ultimate beneficiaries. These benefits would manifest themselves both statically and dynamically. In other words, to reap the genuine, not fictitious, benefits of harmonized rules in Contract Law, the reduced diversity and increased certainty must be internalized by the agents subject to the rules, i.e. the potential contracting parties. Otherwise, transaction costs may endure long after the underlying foundation for them has completely vanished.

All of the preliminary actions for the legal change to be developed, produced, and approved — and I am excluding implementation and enforcement difficulties here — are expensive. And a major portion of those expenditures is proportional to the number of people and businesses

that would profit from the new legal framework. Part of those expenditures would be the same whether the Law is implemented in a jurisdiction with a population of one million or one with a population of one hundred million. That is, there are significant monetary and non-monetary fixed costs of law-making that are population-invariant. Furthermore, fixed costs allow for economies of scale, which means that when production is focused to serve a greater population, per-capita production costs fall. Thus, a legal reform that may not be cost-effective if it must be adopted separately by each Member State may be cost-effective if it is adopted at the European level, because the costs of implementing the measure are now lower due to the increased scale that produces significant savings for the same –assumedly, at least-level of benefit in terms of increased social welfare. When considering a broad and complicated body of legislation, such as Contract Law, this benefit of European law-making may be considerably greater. Because of the breadth and complexity of the subject matter, the costs of law-making (for example, political capital) are likely to increase more than proportionally. Contract Law is a crucial field of law in all European legal systems, not only because of its lengthy history and tradition but also because of its vast extent and foundational character for many, if not most, areas of Private Law and Law in general. Large-scale institutional choice in Contract Law is not a minor exercise; it is a highly serious issue that should be approached with all current knowledge and all necessary prudence. This is not, and should not be seen as an unequivocal defence of the status quo, but rather a reminder of the enormity, importance, and potential significance of the work of unifying Contract Law throughout Europe.

Concerning the second issue at hand, I made a comparative analysis of a few theoretical legal techniques between the contract law of Pakistan and Europe, especially German and French Contract law. It may be stated that while studying or comparatively analysing the law, circumstances may develop in which a single legal phrase has many meanings, or several distinct legal terms have the same legal impact. Such circumstances may cause legal practitioners and their clients to become perplexed. The reason for this misunderstanding is that when a civil lawyer encounters common law concerns or vice versa, it confuses. Although both legal systems have comparable answers to some issues, they cannot be said to be identical in terms of legal structure, categorization, fundamental principles, language, and so on. All of these disparities are too many to be handled in a single research paper or even a book of comparative law. Furthermore, any attempt to assign superiority to these distinctions between the legal systems based on their relevance would be a difficult endeavour. To be more precise, a comparison of two contract law systems — Pakistan and the European Union — exposes many discrepancies because the two legal systems have distinct histories and traditions. However, the relevance of these disparities is most likely determined by their ability to pave the way for solutions to current issues. These distinctions are not always clear to the Pakistani or EU lawyer. They may be surprised to learn that certain fundamental phrases, such as the definition of a contract, do not have the same meaning in their legal systems. The existence of these distinctions, on the other hand, opens the door to discovering shared solutions or common ground for harmonizing laws across legal jurisdictions. Such initiatives are beneficial for a variety of reasons. To begin with, such initiatives give a forum for attorneys and academics to discuss the differences in legal terminology through discussions or consultations to clear up any ambiguities. Second, these activities bring attorneys and academics together to discuss innovative approaches to dealing with a similar problem and finding a common solution. Finally, these initiatives lead toward the eventual objective of bringing these two legal systems closer together in some areas. As a result, Chapter 2 provides a unified account of the

differences between the common and civil legal systems' contract law, including the definition of contract, consideration, the doctrine of privity of contract, duty to perform and good faith, the frustration of contract/force majeure, breach of contract, and remedies. In this Chapter, I would like to briefly provide an insight into the existing differences in the aforementioned theoretical legal techniques and the results of comparative methodology leading to the solutions for existing issues as follows:

- Defining Contract law
- Form of Contract/Consideration
- Rights of Third Parties
- Performance
- Good-Faith
- Force majeure/Frustration
- Breach and Remedies

When researching or interpreting the law from a comparative perspective, circumstances may occur in which the same legal phrase has many interpretations, or several distinct legal expressions have the same legal consequence. In other cases, the differences can be used or imported into one another's legal systems to discover a better solution to the current problems. Because the two legal systems have distinct histories and traditions, an analysis of two different systems of contract law – EU and Pakistan – exposes many disparities. However, the relevance of these disparities is most likely determined by their ability to pave the way for solutions to current issues. These distinctions are not often clear to Pakistani or European attorneys. They may be surprised to learn that their legal systems do not give the same interpretation for key essential phrases, such as the definition of a contract, as previously stated. The existence of these discrepancies, however, opens the door to identifying shared solutions or common ground for harmonizing the laws of different legal jurisdictions. Such initiatives are beneficial for a variety of reasons. To begin with, such initiatives give a forum for attorneys and academics to grasp the differences in legal terminology through discussions or consultations to eliminate any confusion or misconceptions. Second, these activities bring attorneys and academics together to discuss novel approaches to dealing with a similar problem and finding a common solution to that problem. Finally, these initiatives lead to the objective of bringing these two legal systems closer together in certain ways.

### **The Shariah Law in Pakistani Legal System and the General Legal Status of Women in Pakistan**

Moving forward, Chapter 3 of the thesis explores several important topics that form the basis of comparative analysis at a greater length. The chapter begins with explaining Shariah law, which has been there for a long time, as well as certain other cultural traditions. Traditionally, autonomous muftis (also known as jurists) interpreted Shariah law based on Islamic teachings and numerous legal sources. However, in the majority of Muslim nations, these Shariah laws have been superseded by European Statutes or Codes, but the traditional Shariah norms have been preserved in the field of family law. In essence, a comprehensive summary of Shariah law's existence, history, and contemporary implementation have been covered. The thesis then considers Pakistan's hybrid legal system, which combines Shariah and common law. English laws remained in effect after Pakistan gained independence in 1947 until a new constitution was drafted. Muhammad Ali Jinnah, Pakistan's founder and father, envisioned a legal



system for the country that was completely consistent with Islamic principles, but this vision was never realized during his lifetime. However, his idea was carried on for a long time and had a lasting influence on Pakistani legislators. General Zia-ul-governments Haq's bears evidence to Jinnah's vision since Shariah law was included in Pakistan's Constitution, opening the path for the country's Islamization process. From the time of independence till now, the whole process of creating a constitution and enforcing it in the country has been meticulously analysed.

The chapter then goes on to discuss the general and contractual position of Pakistani women, who are often subjected to gender subordination according to their social class and area. The fundamental explanation for this is that socio-economic growth has been unequal, and religion and feudal institutions have had an influence on their lives. Since its origin, Islam has been (and continues to be) fully male-dominated, with extensive legislation favouring males over women in subjects like marriage, divorce, property rights, inheritance, and so on. This legislation lies at the heart of Shariah law's family rules, which are regarded to be one of the most sensitive problems in modern Islamic nations like Pakistan. However, specific Islamic teachings make it apparent that Islam grants males primacy over women in issues of the heart. This is discussed in detail in Chapter 4 under the title of women's contractual rights in terms of marriage, divorce, property, inheritance, and so on. Several religious groups and ulamas who gained political influence during and after the Zia-ul-Haq era encourage and support women's subordination in Pakistan in various areas, as can be shown.

We can see that Pakistan was founded based on Islam, and it is upsetting to see how religious and Quranic principles are frequently overlooked and perverted, especially when it comes to women's roles. Interestingly, the societal problems that Prophet Muhammad struggled against during his life remain firmly established in Pakistani culture, and the so-called custodians of the religion regard them as ordinary punishment and ostracization of women. It is necessary to discourage the present mentality of supporting cruelty and injustice in the name of Islam. Religion has not been able to eliminate decades of un-Islamic and even barbaric societal problems in Pakistan, which has been a source of grave concern. In Pakistan, illiterate behaviours, often known as Jahiliyyah, are still prevalent. Worse, in the guise of Islam, religious clerics and preachers are sanctifying and promoting 'customary rules.' Furthermore, widespread ignorance and fear contribute to violence against women, since women are incorrectly trained from infancy not to "question the scriptures." They are taught to be ignorant not merely of legal rights, but also Islam's fundamental values.

Recent developments, on the other hand, suggest that the situation in Pakistan has improved in some areas, including the issue of establishing their rape using DNA evidence, which is accepted as convincing proof in Pakistani courts. Furthermore, there are various examples of women who have occupied high-ranking posts in Pakistan's government, the most notable of which being twice-elected Prime Minister Benazir Bhutto. Improved law appears to be an essential instrument in bringing the position of women in the context of social, economic, and political elements, in light of the foregoing debate regarding women's status in Pakistan. For this reason, the Supreme Court of Pakistan has consistently supported and protected women's rights within the constitutional framework by using a progressive interpretation of Shariah law. However, despite the courts' progressive stance toward women's position and rights in Pakistan, there is still more work to be done in this area. To discover answers to the current

laws of inequality and subjugation of women in Pakistan, it is critical to identify a common core between the rulings/rules of both legal systems. As a result, it is critical to hold frequent training and awareness programs to educate women about their rights and empower them to make only legitimate demands. Furthermore, existing laws must be updated and amended. In a dogmatic culture like Pakistan, competent law enforcement is important to provide women with a safe and secure environment in which to flourish. In addition, a national and district-level women's legal aid centre is required.

Furthermore, while considering women's rights in Pakistan, it is clear that Pakistan is torn between traditional Shariah law and a contemporary common law system. This contemporary legal system was imposed on Pakistan, as it was on every other post-colonial country, but the culture has not transformed completely from inside. As a result, the ongoing squabble between the two is affecting the female population, culminating in women subjugation. To summarize, Pakistan must handle the issue of women's position with intelligence by narrowing the existing gap between theory and reality about women's empowerment. The government of Pakistan must bridge this gap by adopting effective actions to empower women, who have become a symbol of injustice and inequity not only in Pakistan but also globally. It should give women equal opportunity to compete with males on an equal playing field so that they can achieve the same status as women in other industrialized nations. Finally, the chapter outlines the legal safeguards offered to women in Pakistan throughout history in the form of constitutions and legal instruments, including rights guaranteed to women under constitutional law, criminal law, civil law, and family law. These are some of the safeguards put in place by recent administrations to protect and empower Pakistani women after years of persecution.

### **Comparison of Contract Law Between European (EU) and Pakistani Laws Concerning the Contractual Rights of Women**

Moving on, Chapter 4 of the thesis aims to examine the reasons and results of comparing contractual rights of women between the EU and Pakistan, with a particular emphasis on the theoretical legal techniques established previously in Chapter 2 of the thesis. Through this comparative technique, it is clear that there is still much opportunity for change in Pakistan's mindset, cultural traditions, and national legislation to empower and uplift women's legal standing in terms of contractual rights as well as general rights. Because women in the EU have a far higher legal standing in their society, the model of EU civil legislation providing safeguards for women must be followed in Pakistan. This can be accomplished either by amending current Pakistani laws or by incorporating EU-wide safeguards for women into local legislation. While explaining the contractual rights of women, several case laws have been stated side by side to represent the court's practice in the EU as well as Pakistan. The differences in judicial interpretation and implementation of legislation can be considered as an insight into the workings of both systems and used in the other direction when necessary.

So far, it has been demonstrated that women's legal and socio-economic position have significant implications in areas such as marriage, family decision-making, property rights, divorce, and inheritance. As a result, these factors influence women's efforts to achieve independence and empowerment. It may be claimed that initiatives have been made in Pakistan over time to promote equality between men and women, such as the incorporation of the notion of

mutual consent in marriage based on recent judicial interpretations. Several additional laws, notably those dealing with polygamy and divorce, have been amended. Gender differences in family and divorce decision-making continue to exist. Furthermore, the rules governing marriage, divorce, custody, support, property, and inheritance are still in violation of international accords as well as the law of the land, the Pakistani Constitution of 1973.

### **Suggestions *de lege ferenda*: Reforms and Recommendations**

Chapter 5 of the thesis reflects upon the issues discussed at length in Chapters 1 to 4 in a compact manner. Not only this, Chapter 5 also justifies the need for future reforms with respect to women rights in Pakistan. For that purpose, it calls for governmental initiatives to be taken in due time. The Chapter also provides some valuable recommendations that can be adhered to in instances of necessity.

Based on the aforementioned position of women in Pakistan and the EU in Chapter 4, it may be argued that there is an urgent need to establish a few yet significant improvements in Pakistani legislation by adopting EU laws or policies relating to women. However, the lack of measures to increase women's position and autonomy in Pakistan has resulted in damage and unwelcome limits on their economic advancement. As a result, a few key areas have been identified to kick-start the reform process in Pakistan.

- Reducing the current gender gap in work possibilities: In Pakistan, women and men are always at odds when it comes to pursuing and obtaining career opportunities. The current disparity in work chances between men and women is around 21.9 per cent for women and 80.3 per cent for males. This vast disparity serves as the foundation for women's economic insecurity in Pakistan, and as a result, women continue to rely on their male relatives, such as fathers, husbands, or sons. To increase women's independence, new legislation aimed at offering equal chances to both men and women at work must be enacted.
- Eliminating existing pay or salary disparities caused by gender bias: Pakistani women also experience wage or salary disparities with males. The various nature of the jobs that women conduct is the major cause of such issues. They regularly abandon their professions or alter their work schedules to meet the requirements of their families, particularly in terms of child-care and household tasks. Furthermore, women are disproportionately engaged by industries that provide low-paying, part-time work. As a result, they are once again subjected to the wrath of males, who earn more than women for the same type of work. As a result, closing pay inequities is critical, and policies requiring equal pay for men and women must be implemented.
- Creating a balance in outside-of-the-home life: For both genders to have equal employment possibilities, they must strike a balance between their work and home lives. This can only be accomplished by sharing duties at home and work. As the number of women in Pakistan gains greater access to job opportunities, they continue to bear an enormous burden of household responsibilities, as men rarely assist in household chores. As a result of this, women are unable to maintain a sense of balance in their life and are forced to leave their employment, which has a detrimental influence on their economic progress.

- **Autonomy in family decision-making:** Pakistani women are severely limited in their ability to make decisions on family affairs since the patriarchal society of Pakistan places this authority solely in the hands of males. Women are under-represented in practically every element of their life, be it socio-economic, political, or legal, no matter how hard they fight to achieve equality with males. As a result, measures aimed at giving women autonomy in making their own decisions at all levels, including family affairs, are actively encouraged.
- **Promoting gender equality in contractual rights:** Furthermore, Pakistani women will be treated equally to males as a result of reforms affecting their contractual rights, including marriage, divorce, custody, maintenance, employment, property, and inheritance rights, as detailed above.
- **Getting rid of existing preconceptions based on gender:** Existing gender stereotypes or roles in connection to unequal distribution of rights and responsibilities can cause chaos for Pakistani women and their professions. They frequently wind up working part-time, which has an influence on their income for the rest of their lives, including their pension. Similarly, due to societal preconceptions about masculinity, gender-based stereotypes create barriers for males to help women in home and parenting chores. There is a need for change/reform to encourage both men and women to share or assist each other in their obligations.

Pakistan's current and future governments must take all necessary steps for women's emancipation and independence. The Committee on the Convention to Eliminate All Forms of Discrimination Against Women (CEDAW) has recommended that Pakistan create a legal framework for marriage, divorce, custody, and inheritance that is fully compliant with international traditions and standards. This framework is proposed to give all women in Pakistan successful and equitable legal security. The statutory framework must be translated into an actual enforcement strategy by putting in all efforts and raising public awareness on the advancement of women's status in Pakistan after it has been enacted. The CEDAW Committee further demands that Pakistan take all necessary steps to eradicate discrimination against women in family issues, including ensuring gender equality in property ownership, acquisition, management, administration, enjoyment, and disposal. In light of CEDAW's guidelines, the following recommendations might be made to the Pakistani government to improve the situation of women in general. The Pakistani government should:

- Ensure that women's contractual rights are consistent with the philosophies specified in international accords and the Pakistani Constitution of 1973 and provide for gender equality in terms of non-discriminatory personal law codes.
- Promote the equitable distribution of rights and responsibilities between men and women in areas such as family tasks and the workplace, and/or the inclusion of favourable terms in marriage contracts for women.
- Implement legislation that allows for post-divorce maintenance as a means of financial security for Muslim women.
- Implement regulatory reform to document the properties and earning sources of husband and wife to promote the assessment of the direct and indirect share of wife in assets made by the family after marriage independent of the title deed of any acquired land.

- Authorize statutory amendment to provide for the right to matrimonial property and to establish an equal share in the calculation of women's contributions in cash or kind during the time of marriage.
- Review inheritance rules to protect gender equality ideals and encourage endowments between spouses or their legal heirs.
- Educate the public on the challenges women experience under Pakistan's current legal frameworks, particularly in the case of divorce, and efforts to better defend their rights, such as allowing mothers to carry the title of "head of the family" or developing enforcement mechanisms.
- Establish a competent panel to assess the financial effect of civil law rules and to garner support for legislative changes that would enable women to engage more fully in the economy.

In the end, a few proposals are suggested that may be used by a variety of stakeholders, including intergovernmental organizations such as the United Nations, government agencies, local and international non-profit organizations, and human rights and women's rights advocates. These include engaging in political activism, empowering and supporting local non-profits, encouraging an active civil society, and educating women. However, the patriarchal attitudes of Pakistanis are the most significant constraints to the proposals.

- Engage in Political Activism and Judicial Reform
- Encourage an Active Civil Society
- Empower and Support Local Non-Profits
- Educate Women

## **Publications**

### **Within the Thematic Branch of the Thesis**

1. HASSAN, Amna: *The Paulian Action in Pakistani and English Law and Courts' Praxis — A Brief Comparative Study*, in: 8th Interdisciplinary Doctoral Conference Book, Doctoral Association of the University of Pécs, 2019, 6-327.
2. HASSAN, Amna: *Comparative Contract Law — European vs. Pakistani Contract Law*, in: I-II. Konferenciakötet: A pécsi jogász doktoranduszoknak szervezett konferencia előadásai", University of Pécs, Faculty of Law, Doctoral School, Edition I-II, 2021, 4-202.
3. HASSAN, Amna: *Impact of the European Private Law Codification outside Europe I: Common Law in the Old Colonial Empire (Pakistan)*, in: Díké, On-line Journal of the Dezső Márkus Research Group for Comparative Legal History, University of Pécs, Faculty of Law, 2019, Volume 3, Issue 2, 2-185.

4. HASSAN, Amna: *The Shariah Law in Pakistani Legal System and General Legal Status of Women in Pakistan*, in: *Díké*, On-line Journal of the Dezső Márkus Research Group for Comparative Legal History, University of Pécs, Faculty of Law, 2021, Volume 5, Issue 1, 2-252.
5. HASSAN, Amna: *A Comparartive Analysis of 'The Law of Consumer Protection' between the English and Pakistani Law*, in: *Studia Juridica*, University of Pécs, Faculty of Law, 2020, Issue no. 1, 5-146.
6. HASSAN, Amna: *Women in Pakistan — A Comparative Analysis of Women's Rights on the Basis of Anglo-Saxon and Muslim Legal Traditions*, in: *Herald of Legal History*, University of Belgrade, Faculty of Law, 2020, Volume I, Issue 1, 1-507.

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