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PRENUPTIAL AGREEMENTS: THE FUTURE OF LEGAL RIGHTS IN INDIAN MARRIAGE CONFLICTS

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ABSTRACT

This research interrogates the divergent legal frameworks governing prenuptial agreements in India and the United States, providing a rigorous comparative analysis of their validity, enforceability, and socio-legal implications. While the United States has largely embraced the contractualization of marriage through the Uniform Premarital Agreement Act (UPAA) and robust state-level jurisprudence, the Indian legal landscape remains anchored in the traditional conception of marriage as a sacrosanct union, rendering the enforceability of such agreements a contentious legal gray area. This study evaluates the fundamental status of marriage contractual versus sacramental and the subsequent impact of prenuptial stipulations on the dissolution of these unions. By analyzing landmark precedents and the evolution of judicial interpretation in both jurisdictions, the paper deconstructs the friction between modern contractual autonomy and existing personal laws, specifically addressing whether such agreements contravene public policy under Section 23 of the Indian Contract Act, 1872. Furthermore, the research investigates the socio-cultural barriers and the dichotomy between traditional ideologies of "marital orality" and the modern shift toward legal formalization. A significant portion of this study is dedicated to exploring the feasibility of a codified legislative framework in India, outlining necessary statutory safeguards such as mandatory financial disclosure and independent legal counsel to prevent unconscionable outcomes. Ultimately, this paper seeks to determine whether the formal recognition of prenuptial agreements represents a progressive evolution in personal law jurisprudence, offering a mechanism to mitigate protracted litigation and provide equitable certainty in the event of matrimonial breakdown.

¹ author

METHODOLOGY

This study adopts a multifaceted qualitative research design, primarily utilizing analytical and descriptive methodologies to evaluate the legal landscape of prenuptial agreements. The research is grounded in a doctrinal approach, synthesizing information from both primary and secondary sources. Primary legal authorities consulted include relevant statutes, legislative enactments, and judicial precedents from India and the United States. Given the nascent stage of Indian jurisprudence regarding matrimonial contracts, this paper relies extensively on comparative case law analysis from global jurisdictions to bridge existing legal lacunae.

Secondary sources, including scholarly journals, authoritative treatises, legal commentaries, and contemporary reports, provide the necessary framework for a critical literature review. While the descriptive method is employed to illustrate the current status of marital contracts and social perceptions, the analytical method is applied to interrogate the compatibility of these agreements with existing personal laws and public policy doctrines. This research is entirely theoretical and non-empirical; as such, no field-based data or clinical studies were conducted. Instead, the study draws its conclusions from a comprehensive synthesis of domestic and international legal principles to advocate for a robust statutory framework in India.

I. INTRODUCTION

According to a legal maxim in Roman law, “Hominum causa jus constitutum est” means “every law is constituted for the sake of men or to serve the good of persons”, This can be witnessed in the case of prenuptial agreements, which are globally used as an effective instrument to eliminate spousal rights in the course of subsistence of the marriage and the event of termination of marital relations²

Prenuptial agreements which are commonly referred to as prenups are a common practice in countries such as the US and UK and are generally considered as a normal security measure in marriage in those countries. These documents while accepted legally are generally frowned upon in Indian society as it is looked negatively and against principles of morals and trust that need to co-exist in a marriage, Indian citizens view marriage much differently than other nations. In India, especially in Hindu religion, marriage is a sacramental ritual which includes

² Akanksha Ghatol, Ms. Priyanka Unde “THE EMERGING IMPORTANCE OF PRENUPTIAL AGREEMENT IN INDIAN SOCIETY” (ResearchGate 2022)

divine interference and is considered as a duty of religion and a holy union. The idea of prenup which establishes security during the dissolution of marriage, its very existence is a sign of intoxicating the purity of the union in a marriage as it creates the existence of a possibility or ending and dividing this sacramental ritual even before the union is harmonized.

The problem of analyzing prenups and their legal status in India arises mainly due to the lack of laws and precedents present in the Indian legal framework to govern and reaffirm prenuptial agreements and their validity in India.

II. STATUS OF MARRIAGE IN INDIAN SOCIETY

In India marriage holds high status in society, under Hindu laws, which are interpreted through the Vedas, A marriage is the holy union of flesh with flesh and bone with bone.” The Hindu Marriage Act (1955)³ considers it to be a sacrament alignment and holy union between a man and a woman, and it is not simply a contractual relationship in between the spouses. The Hindu marriage is considered to be a union for seven lifetimes and is considered to persist even after the death of the spouses. Traditional customs such as saptapadi (seven circles around fire) are essential even for legal validity of Hindu marriages under section seven of the Hindu marriage act.⁴ The prenuptial agreement is believed to be a taboo and alien concept in Indian society because in India marriage and divorce laws are generally governed by religious laws, which are not interrupted by courts or any other law and are given special recognition.

Christian Marriage in India is governed under the Indian Christian Marriage Act of 1872.⁵ This act has laid down guidelines for the solemnization and registration of marriages, specifically for Christians. The Parsi Marriage and Divorce Act of 1936⁶ considers marriage a contract via a ceremony called “Ashirvad,” which means blessing by a priest. For a marriage to be valid, it should be solemnized by the priest and two other witnesses attending the wedding. The Act provides a legal framework for a Parsi marriage in which a couple has to obey specific legal formalities that are identical to a contract because it delineates the terms and conditions of marriage, such as the rights and obligations of the parties, their free consent, a minimum age for marriage, and that the marriage must be registered, under this Act. However, one common

³ Hindu Marriage Act, 1955, NO. 25, Act of Parliament, 1955(India)

⁴ Section 7, Hindu Marriage Act, 1955, NO. 25, Act of Parliament, 1955(India)

⁵ The Indian Christian Marriage Act, 1872, Act of Parliament, 1872(India)

⁶ the Parsi Marriage act, 1936, Act of Parliament, 1936 (India).

thing remains the same across these laws, that is that the marriages must be registered for legal recognition.

III. WHAT ARE PRENUPTIAL AGREEMENTS?

Prenups are a legally binding contract which can be termed as a marital contract, which is not part of personal or religious laws but is not enforceable without the existence of personal law. A prenup can only exist if a marriage exists, and marriage cannot exist without personal laws in India.

The concept of “nikah-nama” under Muslim law which included mahr (financial aid to wife during marriage) and other aspects of assets of the spouses and their distribution during divorce is one such example of a marital contract which is similar to prenups. A prenup mentions the rights, liabilities, and responsibilities of prospective couples and other members present at the wedding proceeding.⁷ Prenups are generally made as a security tool to protect assets such as houses, businesses, etc. during the unfortunate event of a divorce occurring. Prenups can also lay conditions for lifestyles in a marriage, many prenups can contain the most absurd contingencies such as weight management, number of children that have to be born, etc.

Prenups, as noted in *IN RE MARRIAGE OF SPIEGEL*⁸ encouraging Marital Stability it was stated in the case that prenuptial agreements can promote marital tranquillity by protecting financial expectations and allowing couples to plan their finances in advance. This can reduce conflicts and uncertainties that may arise during or after the marriage. Prenups have also been recognised by courts, in the case of Daniel J. Fichter, Plaintiff, v. Karla A. Fichter⁹, where the court emphasized the importance of spouses being able to fashion their own agreements regarding financial matters. Prenups are generally inclusive of property and can serve to delineate property rights and responsibilities in the event of divorce or separation, thereby minimizing disputes and legal costs associated with divorce proceedings.

Generally , prenups are created as to offer legal protection of one’s own life due to semi-biased laws with essential historical significance favoring women in the current legal framework ,

⁷ vijender Kumar “QUEST FOR PRENUPTIAL AGREEMENT IN INSTITUTION OF MARRIAGE: A SOCIO-LEGAL APPROACH” Journal of the Indian Law Institute, OCTOBER-DECEMBER 2018, Vol. 60, No. 4 (OCTOBER-DECEMBER 2018), pp. 406-426

⁸ *IN RE MARRIAGE OF SPIEGEL* 553 N.W.2d 309

⁹ Daniel J. Fichter, Plaintiff, v. Karla A. Fichter 2017 N.Y. Slip Op. 51530

such as maintenance, child support, domestic violence definitions, etc. while the laws have slowly started taking gender neutral approaches, prenups are still a considerable option for further legal protection as the nature of these documents is vast and limitless to the same discretion as that of legal contracts. Marriage is a significant milestone in one's life, and the legal implications of a divorce can be far-reaching. Prenuptial agreements are a tool that can help couples establish their respective rights and responsibilities in the event of a divorce.¹⁰

IV. IS IT A CONTRACT?

The Indian contract act of 1872¹¹ governs the fundamental framework of contractual laws and disputes within the country, providing the bedrock for all agreements enforceable by Indian law. When discussing the emergence of prenuptial agreements in India, the primary inquiry inevitably centers on their validity as a formal contract. Specifically, the question is whether such an instrument—signed before marriage to dictate the division of assets or maintenance—is legally binding and whether a court of law can be compelled to enforce the obligations contained therein.

The courts in the landmark judgement of *Berman v. Berma*¹² articulated that "[Pre]nuptial agreements are to be construed and treated as are contracts in general. They are in no way different from any other ordinary contract." This perspective views the agreement through the lens of "party autonomy," suggesting that as long as there is mutual consent, a lawful object, and consideration, the state should not interfere.

However, applying this logic within the Indian context introduces significant friction. Under Section 23 of the Indian Contract Act,¹³ any agreement is considered void if it is "opposed to public policy." Historically, Indian courts have often viewed marriage not as a mere civil contract as it is under Muslim law but as a sacrament (particularly under Hindu law). Consequently, any agreement that anticipates separation or "pre-plans" a divorce can be interpreted as undermining the sanctity of marriage and, by extension, violating public policy. While the *Berman* precedent advocates for a purely contractual treatment, the Indian judiciary currently lacks a specific statutory directive to enforce prenups, leaving them in a legal "grey

¹⁰ Sheetala Hegde "A STUDY ON PRENUPTIAL AGREEMENTS AS CONTRACTS IN INDIA AND USA" LEGAL LOCK JOURNAL 2583-0384 VOLUME 3 || ISSUE 2 2023

¹¹ Indian contract act of 1872 available at: A187209.pdf

¹² *Berman v. Berman*, 749 P.2d 1271, 1273 (Utah Ct.App. 1988)

¹³ Indian Contract Act, No. 9 of 1872, § 23, India Code.

area" where they serve more as a statement of intent rather than a strictly enforceable mandate. According to Indian contract act, 1872 an agreement as per section 10¹⁴ of the Indian contract act requires 3 basic elements to become a contract.

1. Offer
2. Acceptance
3. consideration

Till the time any prenuptial agreement fulfils these requirements any court in India can and must enforce the document as a legally binding contract.

V. STATUS OF PRENUPTIAL AGREEMENT IN INDIA

In India, no law has been familiar with prenuptial agreements over the years, except the Portuguese code which is implemented in the state of Goa. Astonishingly, clients are increasing in huge numbers today, especially from wealthy socio-economic classes, who prefer prenup agreements to secure their wealth from uncertain events.

These agreements are legally valid in Goa under the Portuguese Civil Code¹⁵. Moreover, it will be regarded as legally valid or binding if parties solemnize their marriage under the Special Marriage Act with appropriate registration and submission of relevant documents at the Registrar's Office in India. With regards to section 40 of the Divorce Act of 1869, which governs Christian divorces in India, a special provision for a prenup agreement was made, which allows the court to scrutinize if there is a pre-marital and post-marital agreement before passing the final verdict.

In Hrithik Roshan and Sussanne Khan's¹⁶ divorce case, the Husband ended up paying his ex-wife a massive amount of Rupees 380/- crores as alimony. If they had made a predetermined agreement like a prenup before their marriage was solemnised such requirement of paying a huge alimony could have been avoided and then there would have been proper division of property, finances, custody of children, rights, and liabilities in the event of divorce.

¹⁴ Section 10, Indian contract act, 1872

¹⁵ Portuguese Civil Code, 1867, ocrportuguesecivilcode.pdf

¹⁶ Sunita Pacheco, Hrithik Roshan's estranged wife Sussanne demands Rs 400 crores in alimony, IE, (retrieved October 31, 2023, 10: 09 PM), TheIndianexpress.

VI. IS IT VIOLATIVE OF LEGAL PRINCIPLES

Indian society and its concerns over the sanctity of marriage have nothing to do with the legal validity of these agreements.

Article 14 of the Indian constitution ¹⁷grants equality before law, under a prenuptial agreement both parties have an equal opportunity to claim assets as they desire, these agreements also help prevent arbitrary use of power by one of the spouses in a divorce to harass the other spouse. However, a uniformed law across is required to stabilise interstate and inter-religious marriages and to manage legal validity of these agreements.

Uniform laws such as the special marriage act of 1954, can be introduced by the union government by utilising article 44 of the Indian constitution which states that “the state shall make a unified set of laws to secure the citizens within the territory of India.

Furthermore entry 5 in the list 3 (concurrent list) of the 7th schedule of the Indian constitution grants the state and the union the powers to make laws concerning marriage and divorce.

VII. WHAT CAN BE ADDED: LIMITATIONS OF CREATING A PRENUPTIAL AGREEMENT

Prenuptial agreements are relatively limitless; they are as limitless as any other contract as their nature and recognition is the same as that of a contract. Prenuptial agreements have been found to have the most objectively logical and important clauses like finance distribution, asset division during divorce, limiting public life disclosure after divorce etc, and at the same time some prenups have witnessed absurd clauses relating to weight management, child management, desired occupation of work allowed by the other spouse, etc. It may be fortunate or unfortunate, a prenup is not bound to personal and spousal relationship, it expands to all legally valid agreements which may even impose lifestyle restrictions after divorce such as non-disclosure of marriage life with previous spouse in public and media. Prenuptial agreements (prenups) have certain limitations that can affect their enforceability and validity. Here are some of the key limitations based on the legal opinions provided in the document:

1. Voluntary Execution: A prenuptial agreement may be deemed unenforceable if one party did not enter into the agreement voluntarily. This includes situations where there

¹⁷ INDIA CONST. art. 14. Cl.2.

is evidence of duress, fraud, or undue influence at the time of signing the agreement. This principle can also be derived from section 13 to section 19 of the Indian contract act, 1872.

2. Unconscionability: If a prenuptial agreement was unconscionable when executed, it may not be enforceable. This means that the terms of the agreement were so one-sided or unfair that they shock the conscience of the court.
3. Lack of Full Disclosure¹⁸: A prenuptial agreement may be challenged if one party did not receive a fair and reasonable disclosure of the other party's financial situation prior to signing the agreement. This includes the amount, character, and value of property and financial obligations. Section 18 of the Indian contract act also professes this that if a contract is entered through misrepresentation of information, it may be false or incomplete the contract becomes voidable.
4. Specific Scrutiny of Maintenance and Child Support Provisions: Courts often apply a higher level of scrutiny to maintenance and child support provisions within prenuptial agreements. These provisions must be fair and reasonable at the time of the agreement and not unconscionable at the time of enforcement.
5. Public Policy Considerations: Some provisions within prenuptial agreements may contravene public policy, such as waiving the right to spousal support or creating significant economic disadvantage upon dissolution of the marriage. The case of *Daniel J. Fichter v. Karla A. Fichter*¹⁹ Discusses the enforceability of prenuptial agreements and the necessity for them to be in writing and acknowledged.

In the famous case of *BEDRICK v. BEDRICK*²⁰ (Supreme Court of Connecticut, 2011) the court Outlines the statutory requirements for prenuptial agreements in Connecticut, including voluntary execution and full disclosure. Prenups may also be invalidated due to moral requirements such as substantial changes in the living conditions of the spouses or major changes in financial assets, the case of *McHUGH v. McHUGH*²¹ (Supreme Court of Connecticut, 1980) Discussed the enforceability of prenuptial agreements and the relevance of public policy. These opinions collectively illustrate the various limitations and conditions under which prenuptial agreements may be challenged or invalidated.

¹⁸ RENEE WINCHESTER v. ROBERT McCUE (Conn. Super. Ct., 2004)

¹⁹ Supra⁹

²⁰ *BEDRICK v. BEDRICK* 300 Conn. 691 (Conn. 2011)

²¹ *McHUGH v. McHUGH* 181 Conn. 482

VIII. ARE PRENUPS IMPORTANT?

While in Indian context prenups are still considered as insignificant and unnecessary, globally many countries have openly professed for the necessity of having a prenup before registering their marriages. However, many Indian, especially wealthy citizens have been influenced by famous celebrities and have recognised the importance of prenups.

Some reasons why prenups are recognised globally for their essential requirements are:

1. Recognition of Autonomy: Prenups empower individuals to decide their financial futures and family arrangements, by collectively dividing their financial assets before there is any dispute as precaution is much better than remedy. This principle is evident in the New York case, *Daniel J. Fichter, Plaintiff, v. Karla A. Fichter*²², where the court emphasized the importance of spouses being able to fashion their own agreements regarding financial matters.
2. Fairness and Disclosure: Similar to the principles established in case of “*IN RE O'BRIEN*”²³ and *SIMEONE v. SIMEONE*²⁴ from Pennsylvania, prenups should be treated as contracts subject to the same standards of fairness and disclosure as other contracts. This means that both parties should enter into the agreement voluntarily, with a full understanding of their rights and obligations, which can help ensure that the agreement is equitable. This helps ensure that there is trust and honesty maintained in between the spouses.
3. Judicial Recognition and Enforcement: The opinions highlight that courts increasingly recognize the validity of prenuptial agreements, as seen in *BROOKS v. BROOKS*²⁵, where courts have upheld prenups as valid contracts that can be enforced if they are fairly procured and do not contravene public policy. This trend suggests that Indian courts could similarly uphold prenups as binding contracts, this would drastically reduce the time taken for dispute resolution in marital matter, especially in cases of alimony and maintenance.

²²Supra9

²³ IN RE O'BRIEN 2006 Pa. Super. 9

²⁴ SIMEONE v. SIMEON 581 A.2d 162

²⁵ BROOKS v. BROOKS 733 P.2d 1044

IX. IS IT ENFORCEABLE IN THE COURT OF LAW?

Prenuptial agreements are generally enforceable in many parts of the world and have achieved widespread statutory recognition as tools for financial planning and marital autonomy. In the United States, the Uniform Premarital Agreement Act (UPAA) ²⁶ serves as the primary governing framework. Drafted by the National Conference of Commissioners on Uniform State Laws in 1983²⁷, the UPAA was designed to provide a uniform and predictable standard for these agreements across state lines. This was a direct response to a mobile society where couples often marry in one jurisdiction and reside in another, necessitating a consistent legal "floor" for the validity and enforcement of premarital contracts.

In stark contrast to the rest of India, where prenups lack legislative backing, such agreements find unique statutory recognition in the State of Goa. This legal anomaly is a byproduct of Goa's colonial history and its deep-rooted Portuguese cultural heritage. Beyond being a premier tourist destination, Goa is legally distinct because it follows the Portuguese Civil Code of 1867,²⁸ which was retained and renamed the Goa Civil Code after the territory was annexed by India in 1961.

While the rest of the country is governed by religion-specific personal laws, the Goa Civil Code acts as a Uniform Civil Code (UCC), applying to all residents regardless of faith. Under this code, the concept of "Ante-Nuptial Contracts" is not only recognized but is a standard practice. The Code allows for the "Communion of Assets," where all property brought into or acquired during the marriage is held jointly. However, through a prenuptial agreement, couples can opt for different systems, such as:

- Separation of Assets: Where property remains individual.
- Partial Communion: Where only assets acquired *after* marriage are shared.

X. IS IT A POSITIVE APPROACH?

It is important to consider that if it's a right approach to implement prenup if they are implemented in one state, what can be done doesn't necessarily mean that it must be done. While goa does recognize prenuptial agreements the question arises weather this law is applicable throughout India and would it be accepted by society.

²⁶ Unif. Premarital Agreement Act (Unif. Law Comm'n 1983).

²⁷ Unif. Premarital Agreement Act (Nat'l Conf. of Comm'rs on Unif. State Laws 1983).

²⁸ Supra 15

India is a union of diverse states which follow a quasi-federal structure, this diverse division is not based only on language and religion but also over the historical culture of these states. Goa was influenced by the Portugal rule and therefore has deep imprints of them in their culture, however the same is not true for other states.

It is very difficult to implement the same uniform law in other states, the uniform civil code which is defined under article 44 of the Indian constitution, the importance has been recognized by the government and the same has been tried multiple times by the government multiple times to be implemented, however due to social pushback and ignorance, the uniform civil code is yet to be implemented, as of 2025 only Uttarakhand is a state which follows uniform civil code, and goa follows a secular statutory law titled as the goa civil code which is similar to a Uniform civil code.

Considering the status of marriage in Indian society it is extremely difficult to impose laws from Goa on other states, it would also disturb the federal structure that India has.

XI. IMPLICATIONS OF PRENUPTIAL AGREEMENTS IN MARRIAGE

The major concern in regard to prenups in Indian social context is that if prenups are validated it will make the youth devoid from traditional values and the youth would not be able to maintain the holy union and its sanctity that it exists in the nation.

Prenups are not a guarantee that it would result in a divorce, it is only a preventive measure in case the union does not work out, it is similar to the famous saying “prevention is better than cure”. As to avoid complications and petty conflicts during divorce, these prenups could also serve as guiding tools for a healthy and smooth divorce procedure.

India has recognized live in relationships as akin to marriage in the case of *indra Sarma v. V.K.V. Sarma*²⁹ which resulted in live-in relationships being covered under the domestic violence act, the concerns were the same however the extra protection in this relationship resulted in better harmony and individual rights for people in live-in relationships, prenups would also serve as the same to harmonize and give further legal rights, which are founded on

²⁹ *indra Sarma v. V.K.V. Sarma* 2014 AIR SC 309

the principles of justice, equity and good conscience.

The courts in the case of *Kearney v. Kearney*³⁰ noted the protective nature of prenups against future disputes. These arguments collectively support the notion that prenuptial agreements can and should be recognized as valid contracts in India, aligning with contemporary legal principles and societal needs.

XII. SCOPE OF GROWTH IN INDIA

Prenups have a lot of scope of growth in India as no law explicitly says that they are not allowed, on the contrary they can already be covered in the existing legal framework, they lack recognition and education upon as marriage is a sensitive area where most people do not try to dwell to change customs and traditions. However, with the rise of cases and publicity of these agreements among celebrities in their marital relationship may change the mindset of the people and it may become a regular and normal thing, and might even become mandated as registration of marriages has become mandated.

XIII. RECOMMENDATIONS

To ensure that prenuptial agreement can be brought into Indian society and without it being misused there are certain aspects that the law makers need to look into:

- **RECOGNITION:** India lacks recognition of prenuptial agreements, especially as protective tool. Once it is recognized as a substantive positive change it might improve its social acceptance. many changes such as accepting live-in relationships, GST, accepting homosexuality, etc, which were originally opposed have resulted in advancement of Indian society.
- **AWARENESS:** Since, India does not have a proper recognized legal framework, prenups are generally ignored as an option during disputes, due to their lack of knowledge and less publicity, most Indians do not have access to internet in smaller cities and social awareness of the subject is relatively low.
- **IMPROVED EDUCATION:** Lack of education has always been a concern in India, lack of knowledge directly effects the growth of a issue, homosexuality and rights of transgenders was a foreign topic to Indians until detailed and focused studies were done on these subject matters.

³⁰ *Kearney v. Kearney* 129 So.3d 381

- **STATUTORY FRAMEWORK:** Mere recognition and social acceptance cannot serve as complete protection; it requires a legal and statutory framework which would create a codified system for enforcing the provisions of a prenuptial agreement.
- **ACCEPTANCE:** Social acceptance is the key to every law to become successful; mere legal provisions make it difficult for a law to function if society does not accept it.

XIV. CONCLUSION

Prenuptial agreements, while firmly validated and statutorily recognized in many global jurisdictions, remain a complex and often contentious concept within the Indian legal framework. This resistance is largely rooted in India's profound socio-cultural diversity and the historical status of marriage as a sacrosanct union rather than a mere civil contract. In the eyes of traditional Indian personal laws, the very act of "planning for a divorce" is often perceived as antithetical to the matrimonial bond, potentially inviting judicial scrutiny under the "public policy" doctrine of Section 23 of the Indian Contract Act, 1872. However, the lack of a specific federal statute does not explicitly prohibit parties from entering into such arrangements. In contemporary India, prenuptial agreements are increasingly being utilized as "Memorandums of Understanding" or ordinary contracts. While their enforceability in family courts remains a "grey area," they serve as persuasive evidence of the parties' intentions and financial status at the inception of the marriage. The state of Goa remains the sole exception to this rule; through the Goa Civil Code, it provides a robust legal blueprint for ante-nuptial contracts, proving that such frameworks can indeed coexist with Indian social values when backed by clear statutory guidelines. Ultimately, the validity of a prenup in India hinges on its content. So long as the provisions do not contravene the law such as waiving a woman's right to maintenance or child custody they remain largely valid as expressions of party autonomy. Rather than viewing prenups as a "liability" or a sign of marital distrust, they should be reconsidered as a vital layer of legal protection. In an era of increasing economic independence and complex asset portfolios, these agreements offer a structured mechanism to mitigate the bitterness of litigation, ensuring that in the unfortunate event of a divorce, the transition is governed by clarity and fairness rather than protracted legal warfare.