



PRENUPITAL AGREEMENT AND LIVE-IN RELATIONSHIP

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ABSTRACT:

A pre-nuptial agreement is one of the legal agreements that every Indian marriage must have, and it should be made mandatory. Protecting one's rights prior to marriage is one of the most powerful tools at a couple's disposal to prevent the terrible effects of marriage, such as divorce, domestic abuse, rape, and dowry. As we've already seen, the majority of western countries, particularly those in Europe, have relatively common and basic pre-nuptial agreements. That is uncommon, though, and not many people in India are aware of it. Wealthy and capitalist families frequently experience it.

Marital parties believe that a prearranged agreement covers any unintended obstacles that may arise and lowers their likelihood of experiencing problems in their marriage. Pre-nuptial agreements must be recognised to have little that goes against Indian culture or public policy, and it is in the public interest to grant these "need of the time" agreements legal effect. In India, prenuptial agreements are not as common, although they do have benefits. In instances where severance and division, a prenuptial declaration saves both parties from having to fight through court proceedings, deal with irksome additions or flaws, or fight for payment as provision or paying a higher sum as divorce settlement. In this situation, the prenuptial agreement is not only a more effective tool but also easier to carry out.

Marital laws support female partners in the majority of maintenance cases, which in turn protects the financial standing of the male partners. Moreover, the female partner in life will ultimately be held accountable in the end. However, because of a prenuptial agreement, the financial obligations are pre-arranged, preventing bias on the part of either party at the time of separation.

Prenuptial agreements provide financial transparency, allowing both partners to be aware of one other's financial situation. There is no possibility for any kind of deception to result from this.

The researcher has started the current investigation to find out if individuals are prepared and willing to accept this unfamiliar idea of live-in relationships. To do this, it is necessary to assess the people's awareness level. Since the researcher lives in Nagpur, the same has been selected to gather replies. The researcher used interviewing techniques to obtain primary data. A set of pertinent questions was prepared and distributed to the participants via Google Mail and in-person meetings. In this study, responses that have been recorded have been examined and evaluated. Research has incorporated the set of questions posed and documented answers.

The majority of them support legalisation, according to the empirical survey, on the whole. Furthermore, children from cohabiting couples should be considered the legal offspring of their biological parents and have the same rights to inheritance or succession. Additionally, they need to be entitled to maintenance from their biological parents. However, conservative viewpoints oppose cohabitation because they believe it will undermine the fundamental principles of marriage. The majority of people believe that in order to define the rights and responsibilities of each partner, whether they are married or not, the prenuptial agreement should be written for both types of relationships.

The world of today is not identical as the world of just a few years ago. Everything changes as time goes on, and people mature as well. It is absolutely necessary for everyone to have a fundamental comprehension of concepts like marriage, friendship, sexuality, and companionship in order to discuss the state of the community today. They should also have a thorough understanding of both the history and the present state of the world. given that the present is a product of the past.

KEYWORDS: Prenuptial agreement, Live-in relationship.

INTRODUCTION

A prenuptial agreement is an instrument with legal force that outlines the division of a man and woman's assets and money in the event of a divorce. It is signed before the couple gets married.¹

Prenuptial agreements are becoming a common practice worldwide as useful tools for defining spousal rights both throughout the continuation of a marriage and in the event that it ends. However, the Indian State has shown a reluctance to grant legal status to these kinds of instruments. One could characterise India's stance on prenuptial agreements as unusually vague. One the one hand, prenuptial agreements, or *Nikahnamas*, are accepted as a crucial component of Muslim weddings in India, and their legal significance in determining the terms of Christian marital dissolution is acknowledged. However, court interpretation has played a major role in the implementation of prenuptial agreements with respect to various religious

¹ <https://www.collinsdictionary.com>

communities. Notably, in the contemporary discourse around prenuptial agreements in Indian law, social viewpoints have assumed a prominent position, even superseding the viewpoints of the principal parties involved in the issue.²

An agreement made in writing by a couple prior to marriage or common association that gives them the power to decide and manage many of the legal rights they receive after marriage, as well as the consequences when their marriage ends in death or divorce, is known as a prenuptial agreement, ante nuptial arrangement is or prior knowledge (commonly referred to as a prenuptial). By entering into a written prenuptial agreement, couples choose to override many of the default marital rules that would in some way apply in the event of a divorce.

Some of these rules include those governing property division, retirement benefits, reserve funds, along with the choice to seek spousal support in the form of a divorce settlement with agreed-upon terms that provide clarity and affirm their marital privileges.³ Renunciation of the right to an elective share of the deceased partner's inheritance may also be included in a prenuptial agreement.⁴

THE GLOBAL HISTORY OF PRENUPTIAL AGREEMENTS:

Although prenuptial agreements are not a new idea, they have a long history dating back to ancient Egypt and have been in place for the past 2000 years. Premarital agreements were once established with the couple's parents without the couple's input, but nowadays custody agreements are signed by partners.⁵

In ancient Egypt, custody agreements might be written or oral, and they specified how much wealth every member of the family would contribute to the marriage.

The bride's fortune and dowry, which represented the amount the groom would spend on the family of the bride in exchange for the lady's wedding, were also determined by these prenuptial agreements.

The Hebrew equivalent of a marriage ritual, known as the Ketubah, has also existed for nearly two millennia. The word "ketubah" means "it is recorded" in Hebrew, and it constitutes a single of the first contracts that gave women financial rights during a wedding.

Indeed, the Ketubah is claimed to be the first example of a will that made sure a widow would inherit her husband's property in the event of his death.⁶

² Amrita Ghosh & Pratyusha Kar, Pre-nuptial Agreement in India: An Analysis of Law and Society, NUJS Law Review, 12 NUJS L. Rev. 2 April-June (2019)

³ Knight, Lee G.; Knight, Ray A. (September 2013). "The Benefits and Limitations of Prenuptial Agreements: A Planning Opportunity for CPAs". The CPA Journal. 83 (9): 62-66

⁴ Marcuccio, Elizabeth A. (2014). "The Evolution of the Surviving Spouse under the Estates Powers and Trust law". North East Journal of Legal Studies 31: 50.

⁵ <https://helloprenup.com/prenuptial-agreements/history-prenuptial-agreements/>

⁶ <https://helloprenup.com/prenuptial-agreements/history-prenuptial-agreements/>

The contemporary concept of dowries was first adopted by royalty, and in European civilizations they are frequently considered as early examples of prenuptial agreements. Prenuptial agreements were reportedly signed by Edward IV and Eleanor Butler in the middle of the fifteenth century, and Elizabeth Oglethorpe asked General James Edward Oglethorpe to execute one in the middle of the eighteenth century in order to protect her property rights. Prenuptial agreements that addressed the terms of divorce, as opposed to death, did not become a very common legal instrument in the United States until the outbreak of the Second World War. Even in the 1970s, courts hardly ever enforced them, claiming that by outlining the most catastrophic scenario in advance, such agreements encouraged divorce.

Up as long as the Married Women's Property Act (MWPA) of 1848, custody arrangements were mandated for women living in the United States. Until then, regardless of whether they had children, women could find themselves without a place to live or money in the event of their spouse's death. On the other hand, the Married Women's Property Act made it clear that women can inherit property in accordance with their partner's desires.

Marriage contracts protect certain assets during the couple's marriage, such as insolvency, and also specify what happens in the event of a dispute in places like the United States, the Netherlands, and Belgium. Marital laws are used in certain nations, like France, Italy, and Germany, to either augment or replace marriage contracts.

Postnuptial agreements are written shortly after a couple gets married, just as marriage agreements. Postnuptial agreements are referred to as detachment agreements when a marriage is about to occur.⁷ In general, postnuptial agreements are lawful provided that the parties to the agreement abide by all state regulations on inheritance, rights as parents, visitation, and provision of money in the case of a divorce.⁸

INDIA'S PRENUPTIAL AGREEMENT HISTORY:

As we observe how Indian society is changing, the swift development of the country's social structure has led to the emergence of a number of distinct social issues that have been demanded to be addressed through the well-known and effective justification of the fundamental guarantees provided by the constitution in the post-emergency period. This has also aided in efforts to improve the accessibility and cooperation of the legal system. In a number of rulings, the Indian court encounters mostly acknowledged the numerous modifications to Indian culture by expressing acceptance and tolerance.

⁷ Alexander Lindey and Louis I. Parley, Lindey and Parley on Separation Agreements and Antenuptial Contracts 1.21[1] (1998). See, e.g., Combs v. Sherry-Combs, 865 P.2d 50, 54 (Wyo. 1993). ("A postnuptial must be distinguished from a separation agreement. A separation agreement, entered into by parties in anticipation of immediate separation or immediate separation or after separation, is favored in the law.

⁸ <https://www.hg.org>

Several legal and social initiatives have resulted in laws such as the Protection of Women from Domestic Violence Act of 2005, which acknowledges domestic abuse by a spouse, the strict interpretation of the Muslim Woman (Protection of Rights on Divorce) Act of 1986, which supports the right of divorced Muslim women to receive alimony even after the Iddat period, and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act of 2013.

With the aid of numerous laws, every government since India's independence has worked hard to advance women's rights and enhance Indian society. In addition, as the country's economy has grown, Indian women have undoubtedly benefited from it as well. A growing number of women today are financially independent and self-aware of their inner strength; as a result, they are becoming more courageous and capable of ending a bad marriage. In the past, separation has typically been associated with social shame, and Indian women are blamed for this.

However, the rapid spread of westernisation throughout India has demonstrated that Indian women are now more rebellious than against traditional values. This is also demonstrated by the fact that more women are seeking roles such as homemaker and provider to be shared by a couple in a married arrangement. The negative stigma associated with separation has decreased in part due to modernity, women's increased academic and social independence, changing views on matrimony, and changing views on separation.

Prenuptial agreements are incredibly rare and lack any governing laws in India. Prenuptial agreements, at their core, are agreements that address the paying spouse's share in the unlikely scenario that the couple decides to go in separate or opposite directions.

PREMARITAL AGREEMENTS IN HINDU WEDDINGS:

About five years ago, D.V. Sadananda Gowda, the minister of law and equity at the time, was advised by Maneka Gandhi, the then-clerk for women's and children's empowerment, to follow through on the prenuptial agreements that were necessary before marriage. She made the argument that as many women from impoverished financial backgrounds must deal with intense disputes regarding support, marital duty, and assets during a divorce, the government should legitimise it by setting up the necessary laws.

Nevertheless, people are displaying rising income in them despite rising separation rates. Some lawyers believe that prenuptial agreements are not legally sacred in India. Still, some kind of consensus is supported occasionally, usually from affluent locals. However, the arrangements must make sense and not violate historical laws such as the Hindu Marriage Act, 1955. Indian courts allow a settlement reminder to be approved during a divorce. However, no court has been requested to support a prenuptial agreement.⁹

⁹ "Legally bound: Pre-nuptial agreements have no legal sanctity in India yet a few rich and affluent insist on signing them". Business Standard. 21 July 2012

Sections of the Indian Contract Act, 1872 may reasonably govern a marriage contract in the absence of specific governing regulations under Indian law.¹⁰ Consequently, it is not surprising that marriage contracts have generally been declared illegal by courts on the grounds that they contravene fundamental legal principles.

The Calcutta High Court ruled in *Pran Mohan Das v. Hari Mohan Das*¹¹ that the prenuptial arrangement was lawful and good and that the plaintiff could not collect the property due to the concept of "part-performance of a contract." Furthermore, it was determined that the disputed arrangement did not violate public policy because it didn't seem a marriage brokerage contract.

We contend that prenuptial agreements shouldn't be seen as offensive to the religious idea of marriage in and of itself given the resistance to implementing written agreements, particularly in light of the Hindu faith and its religious stance on marriage. Moreover, Muslim marriages are common because they view wedlock as a civil contract.¹² One famous example of a clause found in Muslim marriage agreements is the promise to give the lady Mahr Muajjal, also known as Muakhkhar, in the event of the partner's death or separation.¹³

The Calcutta Bench decided in *Tekait Man Mohini Jemadi v. Basanta Kumar Singh*¹⁴ that a prenuptial agreement that said the husband would never keep his wife away from her mother's house and would always follow the woman's family's instructions was unenforceable due to public policy. Similarly, the Allahabad Bench decided that a prenuptial agreement that required the man to live in the spouse's house forever was against the public interest because it limited the freedom of the partner.¹⁵

However, it should be highlighted that the Mumbai Bench decided in *Bai Appibai v. Khimji Cooverji* that a prenuptial agreement requiring the couple to live in Bombay following their marriage did not go against the interests of the general public because it did not impose a requirement on either participant to live in Mumbai perpetually.¹⁶

PRENUPTIAL AGREEMENTS IN CHRISTIANITY AND ISLAM:

As everyone knows, both Muslim and Christian traditions view a wedding as a civil contract involving the two parties. These include Muslim and Christian prenuptial agreements include specific automatic patrimonial privileges for both spouses. If married individuals choose not to accept a prenuptial agreement

¹⁰ Indian Contract Act, 1872, Section 10 states that "All agreements are contracts if they are made by the free consent of Parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void"

¹¹ Pran Mohan Das v. Hari Mohan Das, AIR 1925 Cal 856

¹² Justice (Retd.) S.A. Kader, Dissolution of Muslim Marriage and Remarriage of the Divorced Couple, (2004) ILW (JS) 41; Narendra Kumar Verma, Nikaah as a "Civil Contract" in Muslims, 15(1)

¹³ Vincent J. Cornell, Voices of Islam: Voice of Life: Family, Home and Society Vol. III, 66 (2007); Brian H. Bix, Mahr Agreements: Contracting in the Shadow of Family Law (and Religious Law)—A Comment on Oman's Article, 61(1) Wake Forest L.Rev. Common L. (2011)

¹⁴ Tekait Man Mohini Jemadi v. Basanta Kumar Singh, (1901) ILR 28 Cal 751

¹⁵ Khatun Bibi v. Rajjab, AIR 1926 All 615

¹⁶ Bai Appibai v. Khimji Cooverji, AIR 1936 Bom. 138

prior to marriage, their rights are to share ownership of any assets or estates acquired during the marriage; it is assumed that any property acquired will be divided equally between the partners should they decide to live apart.

If a couple decides to divorce or separate, one spouse may have debts that the other must pay. Any community or marital assets may be owned and managed by both spouses, including the power to sell or give up the assets.

In *Bai Fatma v. Ali Mahomed Aiyab*,¹⁷ the Bombay Bench was asked to decide whether it was lawful for a Muslim husband and wife to enter into a contract that specified how much support would be provided in the event of a future divorce. The court ruled that a plan that encourages and facilitates a couple's eventual divorce ought to be ruled illegal since it goes against public policy.

It suggests that Indian courts are inclined to uphold prenuptial agreements made by Muslim spouses. It is noteworthy that the first invalidation of these agreements rested in part on the British courts' established position on public policy. Judicial judgements of public policy were formed in part by the apparent basic idea that was prevalent in the latter half of the nineteenth century—that is, that organising ahead for separation implied desire to split in the future.

However, it appears that later cases have taken a more liberal attitude, with judges addressing the public policy dilemma while taking into account elements like the circumstances surrounding the prenuptial agreement's entry and whether or not the spouses' rights are inherently restricted. Regarding Christianity, the situation is generally straightforward because it is currently established that prenuptial agreements made by married Christian couples can be taken into consideration by Indian courts when deciding how to divide property in accordance with the Separation Act.¹⁸

It's also critical to understand the circumstances in Goa, where customary laws are irrelevant due to the state's standard civil code, which is based off the Portuguese Civil Code of 1867.¹⁹

The primary obstacle to the legal recognition of premarital agreements is the Indian tradition's reverence for marriage. According to religious texts, matrimony was considered a sacred rite that established the basis of an entire family within India pursuant to ancient Hindu law and was therefore essential to a civilization's existence.

¹⁷ Bai Fatma v. Ali Mahomed Aiyab (1912) 14 AIR BomLR 1178

¹⁸ Indian Divorce Act, 1869, Section 40 (India)

¹⁹ Jose Paulo Coutinho v. Maria Luiza Valentina Pereira, 2019 SCC OnLine SC 1190, 24

THE PURPOSE OF INDIAN PRENUPTIAL AGREEMENTS:

Although prenuptial agreements are uncommon in India, they do have benefits of their own. In cases of severance and division, a prenuptial agreement saves both parties from having to fight through court proceedings, deal with irksome additions or flaws, or fight for payment as provision or paying a higher installments as divorce settlement. In this situation, the prenuptial agreement is not only a more effective tool but also easier to execute.

Marital laws support female partners in the majority of maintenance cases, which in turn protects the financial standing of the male partners. Moreover, the female partner of life will ultimately be held accountable in the end. However, because of a prenuptial agreement, the financial obligations are pre-established, preventing bias on the part of either party at the time of separation.

A prenuptial agreement provides financial transparency, allowing both partners to be aware of each other's financial situation. There is no possibility for any kind of deception to result from this.

The following items should be included in a prenuptial agreement:

A disclosure of the parties' resources and obligations, as well as their financial and money-related positions, Pay the possessions of the two parties together, division of the properties in the unlikely event that the marriage fails.

- In the unlikely event that the marriage fails, maintenance or a separation settlement between the parties
- The child(ren)'s authority and backing
- The financial standing of the parties' respective enterprises, if any, and any commercial affiliations
- Saving cash, Charge or Master card spending limitations, commitments, and installments
- Financial conjectures, records, retirement benefits, health insurance, and life insurance.
- The management of several records or joint ledgers or
- The management of household expenses, bills, and other diverse charges

THE PRENUPTIAL AGREEMENT'S LEGAL STANDING IN INDIA:

Legal codes govern weddings in India. An agreement made before marriage is null and void because, according to the Hindu Marriage Act of 1955, a wedding is not a contractual arrangement. Prenuptial arrangements are not recognised, despite the fact that marriage is regarded as a partnership in both Muslim and Christian law. Nevertheless, the Indian Contract Act of 1872 governs it.

Although they are less common in India, prenuptial agreements have certain benefits. A prenuptial agreement shields both partners in the event of a divorce from arguing over court cases, putting up with difficult transactions, levelling accusations at one other, and getting less severance or having to pay more maintenance. The prenuptial agreement is less time-consuming and more convenient in this situation. Either way, we have to be ready for the blow. Without a doubt, the majority of care and gratuity policies disadvantage women, failing to account for male spouses' financial situations. The decision ultimately benefits the female spouse as a result.

To ensure that neither of the parties suffers financially from the divorce, financial obligations are predetermined in the unlikely circumstance of a prenuptial agreement. Because prenuptial agreements encourage sustainability, both parties have knowledge of one other's economic situation. That way, there's no chance of lying.

Prior to recently, prenuptial agreements were more widely accepted. Prenuptial agreements have become more popular, according to 62% of litigators surveyed in a 2018 American Academy of Matrimonial Lawyers report. The study was done over the course of three years. Couples who delay marriage and amass greater wealth and possessions prior to becoming engaged may be partially to blame for this rise. As many millennials getting married now have divorced parents, the high divorce rate in past generations might possibly be a factor in the rise in prenuptial agreements.²⁰

The prenuptial agreement's clauses:

- An accounting of each party's assets and obligations
- Economic and financial positions of the parties.
- Both parties' real estate holdings.
- A plan for an estate.
- Property distribution in the event of a divorce.
- If the marriage is dissolved, the parties' maintenance or alimony will be paid.
- The upkeep and custody of the child or children.

²⁰ <https://www.contractscounsel.com/t/us/prenuptial-agreement>

- The financial standing of the parties' respective enterprises, if any, and any commercial partnerships.
- Financial savings.
- Limits on credit cards, debt, expenses, and payments.
- Monetary commitments.
- Accounts and benefits for retirement.
- Claims made by life and health insurance policies.
- The administration of shared bank or other accounts.
- The control of bills, household spending, and other sporadic costs.

WHEN SHOULD A PRENUPTIAL AGREEMENT BE UPHELD:

The agreement should be reasonable, uncomplicated, documented in hard copy, and widely approved by both parties. Both parties should sign the agreement, and it should be completed prior to marriage. The agreement must be consciously created and signed. In general, the gatherings shouldn't be restrained, battered, crushed, etc. It is not appropriate to emerge and reaffirm the agreement. The agreement should include a special clause that states that the understanding will remain valid and enforceable even if any of its provisions are later found to be invalid.

All of the parties' financial assets, debts, resources, and other possessions should be listed in the agreement. There shouldn't be any inaccurate or deceptive information in the agreement. All possible arrangements that both parties have discussed and are aware of should be included in the agreement.

MERITS OF PRENUPTIAL AGREEMENT:²¹

Communication: One of the best ways to initiate discussions in a relationship is to think about a prenuptial agreement. Although discussing a prenuptial agreement might be daunting or even terrifying, one of the most beneficial aspects of the process may be being open and honest about property, finances, and each party's goals before the wedding. The couple is starting the union with an open channel of communication and a level of confidence that will keep their connection afloat for many years, even if they never draft the agreement.

Preserve money and time: Divorce is an expensive and time-consuming process. Before a tribunal formally dissolves their marriage, the parties may have to pay hundreds or even thousands of dollars in court costs and likely attorney fees, even if they agree on every issue that comes up during a standard divorce. Many marriages begin the process of dissolving on a similar note, but as time passes and disagreements arise over

²¹ <https://www.nolo.com/legal-encyclopedia/prenuptial-agreement-benefits-drawbacks-29909.html>

important issues, the process becomes more costly and intricate. An appropriately drafted prenuptial agreement facilitates a speedy and amicable divorce by helping the couple get beyond the most common legal roadblocks.

Defence Against Differing Property and Family Treasures: One of the most contentious parts of divorce is allocating debts and assets. While we typically think of the marital motto as "what's mine is yours, and what's yours is mine," most couples disagree about who gets to keep certain property when they separate. A divorce court will first identify and evaluate the married couple's assets as separate or matrimonial property before allocating them. If you bring sentimental objects or other assets to the wedding that you wish to keep separate, a prenuptial agreement may be extremely helpful. Couples can specify which spouse receives which land and how they would like their assets divided in the event of a future separation.

Protecting themselves against Loans: The presiding officer will purchase securities, divide other liabilities in the separation, and award spousal debt. A prenuptial agreement allows the partner to identify the debt as their spouse's standalone debt and specify how they would handle it in the case of a separation if the spouse has sizable credit card debt or other student loan debt when they get married. The largest common divorce legal difficulties can be handled by the marriage with the help of a well-crafted prenup, facilitating a speedy resolution and averting a drawn-out legal battle.

DRAWBACKS OF PRENUPTIAL AGREEMENT:²²

Mistrust and tensions: Frequently, couples express dissatisfaction over the suggestion that a prenuptial agreement shows an absence of faith in the partnership, which can lead to mistrust and tensions between the parties and destroy the romance. This, however, is contingent upon the partners' handling of this delicate circumstance and the conversations surrounding the necessity of a prenuptial agreement.

Possible disparity in authority: The partner with greater wealth, who stands to lose more in a divorce, is likely to recommend a prenuptial agreement. Prenuptial agreements must, according to the law, be fairly balanced between the parties in order to be enforced, even though this may lead to a potential power imbalance in the partnership.

Restricted adaptability: While a prenuptial agreement is signed, it can be very difficult to change or withdraw it. Nonetheless, the parties may amend or even withdraw the agreement if the two of them agree in the event that their circumstances or desires change.

²² <https://www.fisherswise.com/blog/understanding-the-pros-and-cons-of-a-prenuptial-agreement/>

LIVE-IN RELATIONSHIP AND PRENUPTIAL AGREEMENT:

When we talk about live-in relationships, we realise that they are essentially a way of life where unmarried couples live together in order to maintain a long-term relationship similar to that of marriage.

Alternatively, it suggests a domestic cohabitation between two single individuals living under one roof, with the rationale being that it provides a better avenue for them to meet and make highly informed decisions about important life decisions like marriage. Nevertheless Premarital agreements are those in which a prenuptial understanding, prenuptial arrangement, or early understanding (commonly referred to as a prenuptial) is a written agreement entered into by a couple before marriage or a common association that gives them the authority to select and manage a significant number of the legal rights they obtain after marriage, as well as what happens if their marriage ultimately ends in death or divorce.

By entering into a written prenuptial agreement, couples replace many of the default marital rules that would in some way apply in the event of a divorce. Examples of these rules include those that govern property division, retirement benefits, reserve funding, and the power to seek provision (spousal assistance) with agreed-upon terms that provide clarity and elucidate their marital freedoms. A preliminary agreement might also include releases from an enduring partner's greater just than wrong to ensure an optional share of the deceased partner's house.

IDENTICAL CHARACTERISTICS OF LIVE-IN RELATIONSHIP AND PRENUPTIAL AGREEMENT:

Both live-in and pre-nuptial agreements lack legal backing in India. These concepts are not legally recognised there. The situation is difficult because both ideas are spreading throughout India despite not being officially recognised there. They are also interfering with the institution of marriage, which is regarded as a pure sacrament rather than a civil contract or pact.

Pre-nuptial agreements and live-in relationships are becoming more and more popular among younger people as opposed to older people. This is partly because younger people are more self-focused than older people and think that couples should test each other's compatibility before entering into a matrimonial partnership, which is a duty that should last until one of them passes away.

CONCLUSION

We may sum up the previous discussion by stating that a written prenup is one of the legal contracts that must be created and is required for every Indian marriage. Protecting one's rights prior to marriage is one of the most powerful tools at a couple's disposal to prevent the terrible effects of marriage, such as divorce, domestic abuse, rape, and dowry. As we've already seen, the majority of western countries, particularly those in Europe, have relatively common and basic pre-nuptial agreements. That is uncommon, though, and not many people in India are aware of it. Wealthy and capitalist families frequently experience it.

Marital parties believe that a prearranged agreement covers any unintended obstacles that may arise and lowers their likelihood of experiencing problems in their marriage. Pre-nuptial agreements must be recognised to have little that goes against Indian culture or public policy, and it occupies the best interests of society to grant these factors "need of the time" contracts legal effect.

