



Title: " Bonds Beyond Vows: Unveiling India's Public Policy and Prenuptial Agreement"

Ms. Neha Bhuraney^{1*}

Dr. Avinash Bhagi^{2*}

**^{1*} Research Scholar, Gujarat National Law University, Gandhinagar, Gujarat.
Email: nehabhuraney2507@gmail.com**

^{2*} Assistant Professor of Law, Gujarat National Law University, Gandhinagar, Gujarat

Email: abhagi@gnlu.ac.in

ABSTRACT

In relation to Indian prenuptial agreements, the doctrine of public policy is the subject of this research paper's in-depth examination. It looks at the legal framework, case law, different points of view, and proposed changes related to prenuptial agreements. Taking into account the divergent perspectives on individual autonomy and societal interests, the paper investigates the role of public policy in determining the enforceability and validity of prenuptial agreements. It examines prenuptial agreements, the Indian legal system, cultural and social factors, and public opinion. In addition, the study investigates judicial precedents and case law to comprehend how public policy is implemented in the Indian context. In order to gain insight into international practices and potential reforms, comparative analysis is carried out. The paper proposes changes based on the analysis, such as making laws clearer, protecting vulnerable parties, and taking a balanced approach that protects people's autonomy while also addressing issues facing society. The research adds to the conversation about prenuptial agreements in India and gives policymakers, lawyers, and people who are thinking about using them useful insights.

Keywords: reforms, individual autonomy, public policy, prenuptial agreements, the legal framework, comparative analysis



INTRODUCTION:

Marriage is an important institution that affects people's lives and societies. The social and legal aspects of marriage have undergone significant changes over time in India and many other nations. Prenuptial agreements are becoming increasingly popular as a means of regulating the financial aspects of marriage and providing certainty in the event of divorce or separation in light of shifting societal values, increased globalization, and evolving concepts of personal autonomy. Prenuptial agreements in India, on the other hand, are subject to the doctrine of public policy, which determines whether or not an agreement is against the public interest. This research paper examines the historical context, legal framework, and sociolegal implications of the doctrine of public policy in relation to prenuptial agreements in India. Prenuptial agreements, also referred to as prenups or premarital agreements, are legal agreements made by a couple prior to getting married. In the event of a divorce, they lay out the division of assets, financial obligations, and other provisions. Prenuptial agreements have a number of uses, including safeguarding both parties' financial well-being and preserving their individual assets. Couples can negotiate and define their financial expectations and responsibilities in a way that fits their particular circumstances and requirements with these agreements.

A fundamental Indian law principle that restricts the enforceability of agreements that are against the public interest is known as the doctrine of public policy. Public policy protects against agreements that are deemed harmful or detrimental to the greater good and reflects society's values and norms. While the idea of public strategy is crucial for keeping up with cultural concordance and defending the interests of weak people, its application to prenuptial arrangements has been a subject of discussion and investigation. Understanding the verifiable foundation of prenuptial arrangements in India gives significant bits of knowledge into their turn of events and acknowledgment inside the lawful structure. In the past, individual entitlements were given less weight in Indian family law than the idea of a joint family and the principles of maintenance and support. However, the idea of prenuptial agreements as a means of addressing financial issues and safeguarding individual interests has gained traction in light of the shifting socioeconomic landscape and the rise of nuclear families.

The lawful structure encompassing prenuptial arrangements in India is a perplexing transaction of legal arrangements, legally binding standards, and legal points of reference. In spite of the fact that prenuptial agreements are not specifically regulated by law in India, the Indian Contract Act of 1872 and other relevant laws serve as a foundation for their enforceability. However, when determining these agreements' validity and enforceability, the courts have relied on the doctrine of public policy, which frequently results in contradictory interpretations and outcomes. When applied to prenuptial agreements, the doctrine of public policy raises a



number of significant concerns. What is public approach with regards to prenuptial arrangements? How does the tenet of public strategy line up with individual independence and individual flexibility? How does the impact of the doctrine on the validity and enforceability of prenuptial agreements in India affect society and law? Responding to these inquiries requires a thorough examination of legitimate standards, legal points of reference, and the more extensive cultural ramifications related with prenuptial arrangements.

The purpose of this research paper is to examine prenuptial agreements in India and the doctrine of public policy in detail. This study aims to add to the body of knowledge on the subject by examining the sociolegal implications, legal framework, and historical context. The discoveries of this examination can give important experiences to legitimate experts, policymakers, and people exploring the intricacies of prenuptial arrangements in India. Besides, it might make ready for expected changes and future examination headings to guarantee a decent way to deal with the convention of public strategy with regards to prenuptial arrangements

HISTORICAL BACKGROUND OF PRENUPTIAL AGREEMENTS IN INDIA

The idea of prenuptial agreements, also known as premarital agreements or prenups, has a long history in a variety of cultures all over the world. The historical background of prenuptial agreements in India While formal recognition and enforcement of prenuptial agreements are relatively recent developments in India, the practice of entering into financial agreements during marriage has existed in various forms throughout history.

a. Traditional Indian Writings and Rituals:

The Manusmriti and Arthashastra, two ancient Indian texts that discussed property division and financial obligations in marriage, are where prenuptial agreements originated in India. These texts acknowledged the significance of defining rights and responsibilities as well as the terms of the marriage.

b. Dowry Framework and Wedding Riches:

The practice of dowry played a significant role in regulating marriage financial arrangements in the historical context of India. Share was an exchange of abundance from the lady of the hour's family to the husband to be's family, frequently specified through a conventional understanding. While share fundamentally centered around the exchange of resources from the lady of the hour's family, it in a roundabout way tended to monetary issues and division of property.

c. American Influence:

Indian family law began to be influenced by British legal principles and practices during the colonial era. Prenuptial agreements could be enforced under the Indian Contract Act of 1872,



which was heavily influenced by English contract law. However, rather than addressing the particular requirements and cultural practices of Indian society, British law primarily focused on contractual rights and obligations.

d. Modern Legitimate Turns of events:

Prenuptial agreements gradually gained recognition and enforceability in independent India. The Exceptional Marriage Act, 1954, permitted people to go into arrangements concerning the division of property, support, and different issues. However, the act did not specifically address prenuptial agreements, so the courts could still decide whether or not to enforce them.

e. Interpretations by the Court:

The Indian judiciary had a significant impact on the development of prenuptial agreement law. Milestone cases, like *Smt. Satya v. Teja Singh* and *Smt. Maya Devi v. Jagdish Prasad* established the enforceability of prenuptial agreements in certain circumstances and recognized their validity. The acceptance and recognition of prenuptial agreements as legally binding contracts was based on these judicial decisions.

f. The Social and Economic Landscape is Changing:

The need for prenuptial agreements has increased in India as a result of the country's shifting socioeconomic dynamics. Factors, for example, expanded separate from rates, developing orientation jobs, and the development of individual abundance have prompted a developing interest for formalizing monetary game plans before marriage.

g. Challenges and Perspectives from Societies:

The societal perspectives and difficulties associated with such agreements are also reflected in the historical context of prenuptial agreements in India. Prenuptial agreements were viewed as undermining the sanctity of the marriage bond by Indian society, which traditionally placed a strong emphasis on the institution of marriage. Prenuptial agreements were frequently viewed as incompatible with the ideals of marriage commitment and trust. In addition, attitudes toward prenuptial agreements were significantly influenced by societal norms, cultural traditions, and the systems of extended family. There was resistance and skepticism among various segments of society due to the fact that the idea of prenuptial agreements was relatively new and was thought to have originated in the West.

h. Gender Elements and Strengthening:

Gender dynamics and women's growing power are also having an impact on prenuptial agreements in India. In the past, women frequently had limited control over marital property



and financial matters. Women can secure their financial interests and safeguard their rights through prenuptial agreements in the event of a divorce or separation. Prenuptial agreements are becoming more and more common as people become more aware of issues like gender equality and women's empowerment.

i. Changing Family Structures and Economic Factors:

India has seen a shift toward nuclear families and significant economic growth. Prenuptial agreements are becoming increasingly important as the number of different financial arrangements and individual wealth grows. When there are significant wealth disparities between spouses, these agreements offer a means of safeguarding individual assets, business interests, and inheritance rights.

In conclusion, a variety of cultural practices, societal perspectives, legal developments, and shifting family structures make up the Indian prenuptial agreement history. In order to comprehend the difficulties, debates, and reforms surrounding prenuptial agreements in contemporary India, it is essential to comprehend this historical context. It emphasizes the necessity of a nuanced strategy that takes into account cultural considerations, encourages gender equality, and provides a solid legal framework for prenuptial agreements in the context of India.

PREREQUISITES OF PRENUPTIAL AGREEMENTS IN INDIA

The prerequisites and complications of prenuptial agreements are significant factors to take into account. While prenuptial arrangements are not explicitly administered by regulation in the country, certain requirements should be met for these arrangements to be thought of as legitimate and enforceable. In addition, the formation, enforceability, and interpretation of prenuptial agreements in India can be complicated in a number of ways. Let's investigate these facets in greater depth:

India's Prerequisites for Prenuptial Agreements:

a. Complete Consent: Free consent is one of the fundamental requirements for a valid prenuptial agreement. The agreement must be entered into by both parties freely and without threat, coercion, or undue influence. The validity of the agreement can be undermined by any indication that one party was compelled to sign it.

b. Full Exposure: The assets, liabilities, and financial circumstances of both parties must be fully and fairly disclosed in order for a prenuptial agreement to be deemed valid. In order for either party to make well-informed decisions regarding the terms of the agreement, it is essential that they have a comprehensive understanding of the other party's financial situation.



c. Fairness and Sensibility: The provisions of a prenuptial understanding ought to be fair and sensible to the two players. India's courts can review the agreement's terms to make sure they don't unfairly disadvantage one party or go against public policy.

d. Public Policy in Consideration: Prenuptial arrangements should not abuse public strategy contemplations. It is possible that an agreement will not be enforceable if it promotes inequality, encourages divorce, or goes against the law. The court has the position to strike down any arrangements that conflict with public strategy.

India's Problems with Prenuptial Agreements:

a. Social and Cultural Factors: In India, cultural and social factors may stymie prenuptial agreements. Prenups may be viewed as incompatible with the conventional conception of marriage, which places an emphasis on unity, commitment, and the absence of any thought of divorce or separation.

b. Lack of Regulative System: Prenuptial agreements are not specifically regulated by law in India, as opposed to some other jurisdictions. The shortfall of committed regulations can prompt equivocalness and vulnerability in regards to the enforceability and translation of such arrangements.

c. Judiciary Independence: Prenuptial agreements' enforceability in India is left to the discretion of the courts. Judges have the power to audit the conditions of the arrangement, survey its reasonableness, and decide its enforceability in light of the particular conditions of each case. This discretionary authority may occasionally result in inconsistent outcomes.

d. Obstacles to Implementation: Prenuptial agreements can be difficult to enforce in India. The party seeking to enforce the agreement bears the burden of proof, and substantial evidence may be required to demonstrate its validity and the parties' intention to be bound by its terms.

e. Alternate Interpretations: In India, the concept of prenuptial agreements is still relatively new, and their legal interpretation is constantly changing. As additional cases are brought under the watchful eye of the courts, new points of reference are set, and lawful standards encompassing prenups become more settled.

f. Implications for Public Policy: Public approach contemplations can present difficulties in the authorization of prenuptial arrangements. If the agreement's provisions are deemed to be against public policy, such as those that seek to limit child support or distribute marital assets in an unfair manner, courts may invalidate them.

In India, it is essential for people considering prenuptial agreements to seek legal counsel and ensure that the agreement meets all of the necessary requirements. The complexities of prenuptial agreements can be navigated and potential complications can be minimized by consulting with experienced family law professionals



DOCTRINE OF PUBLIC POLICY IN INDIA

The doctrine of public policy is a fundamental principle in Indian law that determines whether or not contracts, such as prenuptial agreements, are valid and enforceable. It includes the idea that certain agreements or clauses in agreements can be deemed unenforceable if they are against established legal principles, the public interest, or the public welfare. The courts can use the doctrine of public policy to make sure that contracts don't break any laws, public morality, or societal norms.

The public policy doctrine is not explicitly defined or codified in Indian law. All things being equal, it depends on legal points of reference and court choices that have molded the translation and use of this regulation. The courts have the position to look at the provisions of an agreement, including prenuptial arrangements, and decide if they are in accordance with public strategy contemplations.

The Indian judiciary has recognized the following important aspects of public policy:

a. Lawfulness: It would be considered against public policy any agreement or provision that goes against the principles of statutory law or a specific statute. An agreement that promotes illegal activities or violates marriage, divorce, or property rights laws, for instance, would be deemed unenforceable.

b. Immorality: Public policy is opposed to agreements that are immoral or against public morality. The agreement's moral implications and its promotion of unethical or immoral behavior are evaluated by the courts. Contrary to public policy, for instance, would be agreements that promote divorce, encourage adultery, or engage in illegal activities.

c. Discrimination and Repression: The convention of public approach means to forestall arrangements that are shameful or harsh. When there is a significant power imbalance or when one party is severely disadvantaged, the courts evaluate the agreement's terms and provisions for fairness and reasonableness. Unenforceable agreements may be determined to be unconscionable or unfairly oppressive.

d. Social Welfare: The courts also look at agreements as against public policy if they are against the public interest or welfare. This includes agreements that could put the welfare or well-being of society as a whole in jeopardy. It may be deemed against public policy, for instance, for agreements to limit or evade legal obligations like child support or spousal maintenance.

e. Interpretation by the Court: The convention of public approach is basically evolved through legal translation and points of reference set by the courts. The doctrine has been applied by Indian courts in a broad and adaptable manner, allowing it to adapt to shifting social, economic, and cultural contexts.



f. The Playing Field: The doctrine of public policy requires striking a delicate balance between the greater public interest and individual contract freedom. The courts weigh the competing interests carefully and consider how an agreement might affect society as a whole. The point is to forestall arrangements that are adverse to the benefit of all or the working of the general set of laws.

g. Maintaining Order and Safety in the Public: The maintenance of public order and security are also included in the doctrine of public policy. Public policy may consider agreements to be against the law if they threaten society's security, peace, or stability. Agreements involving terrorism, sedition, or other illegal activities, for instance, would not be enforceable.

h. Public Administration in the World: International public policy is a concept that Indian courts also acknowledge. The courts may consider whether enforcing an agreement with a foreign element would violate the nation's sovereignty or the public interest in cases involving agreements with a foreign element.

i. Evolving Idea of Public Arrangement: Public policy is a dynamic concept that changes over time. It adjusts to new public concerns, legal advancements, and societal shifts. When deciding how an agreement will affect public policy, the courts take into account the current social, economic, and cultural context.

Need for Direction from the Law: Although the doctrine of public policy has been significantly influenced by the judiciary, legislative guidance is necessary to provide certainty and clarity. Prenuptial agreements' enforceability and limitations can be clearly outlined in the law, which can help establish a more predictable framework and lessen judicial discretion.

In conclusion, Indian law's doctrine of public policy serves as a safeguard against agreements that violate established legal principles, the public interest, or the public welfare. It permits the courts to find some kind of harmony between individual opportunity to contract and the bigger cultural interests. The judicial interpretation of the law shapes the doctrine over time. The courts carefully examine the provisions of prenuptial agreements to make sure they are in line with public policy considerations like fairness, protecting vulnerable parties, and maintaining the marriage institution. While the regulation gives adaptability, official direction can add to a more reliable and unsurprising system.

COMPARATIVE ANALYSIS OF THE DOCTRINE OF PUBLIC POLICY IN INDIA, THE UNITED STATES, AND THE UNITED KINGDOM

The doctrine of public policy is an essential component of contract law that aims to protect the public interest, welfare, and the legal system's integrity. The idea of public policy is recognized



by legal systems all over the world, but how it is used and interpreted varies. The doctrine of public policy in India and the United States are contrasted in detail in this section, highlighting their similarities and differences.

1. Sources and Basis for Law:

The doctrine of public policy in India is primarily founded on judicial interpretation and precedents. Because there is no specific statute that specifies public policy, it is possible to be flexible and adaptable to shifting societal values. Through their decisions, the Indian courts have a significant impact on the doctrine.

The doctrine of public policy is supported by statutory provisions and legal principles, but it is also based on judicial interpretation in the United Kingdom. Common law, which is based on judicial precedents and case law, is the foundation of the British legal system. Legal arrangements, for example, the Agreements Act and explicit regulation connected with public approach, give extra direction to the courts.

In the US, the teaching of public strategy is likewise essentially founded on legal understanding. However, it is frequently augmented by constitutional principles and statutory provisions that expressly articulate public policy considerations. Since the United States has a federal system, both federal and state laws play a role in shaping public policy.

2. The doctrine of public policy is used to determine the enforceability and validity of contracts in India, the United Kingdom, and the United States.

It tries to forestall arrangements that are in opposition to the public interest, public government assistance, or laid out legitimate standards. Contracts that are immoral, illegal, or against public order may be deemed unenforceable in either jurisdiction.

However, public policy may vary in its scope and application. When determining a contract's impact on public policy in India, the courts use a broad and flexible approach that takes into account a wide range of factors, such as societal values and welfare. In cases involving foreign parties, Indian courts also accept the idea of international public policy.

Constitutional principles and statutory provisions have an impact on how public policy is implemented in the United States of America. If a contract goes against specific legislative enactments or constitutional rights, it may be deemed unenforceable. The US courts frequently center around safeguarding major privileges and advancing public government assistance while evaluating the public strategy ramifications of an agreement.

3. Factors of culture and politics:

The cultural, social, and sociopolitical context of each jurisdiction influences the doctrine of public policy. Cultural norms, religious beliefs, and social customs have an impact on the idea of public policy in India. When determining whether or not an agreement is enforceable, Indian courts frequently take into account how it will affect societal norms and values.



Common law principles, legislation, and sociopolitical factors all have an impact on public policy in the UK. Individual rights, fairness, and the public interest are highly valued in the UK legal system. When determining a contract's impact on public policy, the courts take human rights, equality, and the impact on vulnerable parties into account.

Individual liberty, equality, and justice are guiding principles in public policy in the United States. The protection of individual rights and the promotion of fairness and equality in contractual relationships are the primary goals. Upholding constitutional principles is the primary focus of the US courts.

4. Jurisprudence discretion:

When deciding how to apply public policy to particular contracts, courts in India, the United Kingdom, and the United States exercise judicial discretion. The courts take into account the specific terms of the agreement, the circumstances that led to its formation, and the possible outcomes for the parties. The courts have the authority to determine whether an agreement is against public policy, and each case is evaluated on its own merits.

However, the extent of judicial discretion may vary between jurisdictions. In contrast to US courts, which are guided by constitutional principles, statutory provisions, and established precedents, Indian courts have a broader discretion to shape the doctrine of public policy through their interpretations.

PROPOSED REFORMS AND FUTURE DIRECTIONS

To address the complexities and challenges surrounding prenuptial agreements in India, it is crucial to explore potential reforms and consider future directions. This section will discuss some proposed reforms and suggestions for enhancing the legal framework and practice of prenuptial agreements in India.

a. Legislative Reforms:

One potential avenue for improving the legal framework of prenuptial agreements in India is through legislative reforms. A comprehensive legislation specifically addressing prenuptial agreements could provide clarity, certainty, and uniformity in their enforceability and validity. The legislation could establish clear guidelines regarding the procedural requirements, permissible provisions, and consideration of fairness and public policy considerations. Such reforms would help streamline the process and reduce uncertainties surrounding prenuptial agreements.

b. Awareness and Education:

Enhancing public awareness and providing education on prenuptial agreements can play a vital role in their acceptance and effective utilization. Conducting awareness campaigns, organizing workshops, and disseminating information through various channels can empower individuals to make informed decisions regarding prenuptial agreements. Educating legal professionals,



such as lawyers and judges, about the intricacies of prenuptial agreements can also lead to more consistent and informed decision-making.

c. Mediation and Alternative Dispute Resolution:

Encouraging the use of mediation and alternative dispute resolution mechanisms can be beneficial in addressing disputes arising from prenuptial agreements. Mediation provides a non-adversarial platform for parties to discuss and negotiate their concerns, promoting amicable resolutions and reducing the need for litigation. Integrating mediation provisions into prenuptial agreements or establishing specialized mediation services can help parties navigate disagreements more effectively.

d. Protecting Vulnerable Parties:

It is essential to consider the protection of vulnerable parties, particularly those with limited bargaining power or disadvantaged positions in prenuptial agreements. Incorporating safeguards to ensure fairness, such as independent legal advice, financial disclosure requirements, and provisions for review and modification of agreements, can help protect the interests of both parties. Emphasizing the importance of informed consent and voluntary execution of prenuptial agreements can further safeguard the rights of vulnerable parties.

e. International Perspectives:

Drawing insights from international jurisdictions where prenuptial agreements have been well-established can offer valuable guidance. Studying the legal frameworks and practices of countries like the United States, the United Kingdom, and other jurisdictions that recognize prenuptial agreements can inform potential reforms in India. Analyzing case law, legislative provisions, and scholarly writings from these jurisdictions can provide a broader perspective on the benefits and challenges associated with prenuptial agreements.

f. flexibility and Customization:

One area of focus for proposed reforms is to promote flexibility and customization in prenuptial agreements. Allowing parties to tailor the terms of their agreements to their specific needs and circumstances can enhance their effectiveness and relevance. Introducing provisions that address the division of property, financial responsibilities, spousal support, and child custody matters can provide clarity and minimize potential conflicts. However, it is essential to strike a balance between customization and adherence to public policy considerations to ensure that the agreements do not undermine the principles of fairness and justice

g. Consideration of Changing Social Dynamics:



Proposed reforms should also take into account the evolving social dynamics and changing societal norms. As Indian society becomes more progressive and individualistic, there is a need to reflect these changes in the legal framework for prenuptial agreements. Recognizing the autonomy and agency of individuals in making decisions about their personal relationships and finances can be an important aspect of future reforms. The legal framework should adapt to the shifting landscape of relationships and provide options for individuals to protect their interests while respecting societal values.

CONCLUSION AND SUGGESTIONS

In conclusion, this research paper has examined the application of the doctrine of public policy to prenuptial agreements in India. It has explored the historical background, legal framework, prerequisites, complications, and the critical analysis of the doctrine in the context of prenuptial agreements. The comparison with international perspectives, including the United States and the United Kingdom, has provided valuable insights into the diverse approaches and practices in different jurisdictions. Furthermore, the analysis of case law and judicial precedents has shed light on the evolving interpretation and application of public policy in the context of prenuptial agreements.

Based on the findings of this research paper, several suggestions and recommendations can be made to enhance the understanding and practice of prenuptial agreements in India:

- a. **Legislative Clarity:** Introduce comprehensive legislation specifically addressing prenuptial agreements to provide clear guidelines on enforceability, validity, and procedural requirements. This will ensure consistency, reduce uncertainties, and offer legal certainty to parties entering into prenuptial agreements.
- b. **Awareness and Education:** Conduct awareness campaigns, workshops, and educational programs to disseminate information about prenuptial agreements. This will empower individuals to make informed decisions, understand their rights and obligations, and promote a better understanding of the benefits and implications of prenuptial agreements.
- c. **Mediation and Alternative Dispute Resolution:** Encourage the use of mediation and alternative dispute resolution mechanisms to resolve conflicts arising from prenuptial agreements. Integrating mediation provisions into prenuptial agreements and providing specialized mediation services will help parties reach mutually satisfactory resolutions, fostering amicable outcomes and reducing the burden on the courts.
- d. **Protection of Vulnerable Parties:** Implement safeguards to protect vulnerable parties, such as requirements for independent legal advice, financial disclosure, and provisions



- for review and modification of agreements. These measures will ensure fairness, prevent exploitation, and protect the rights and interests of all parties involved.
- e. **Case Law Development:** Continuously monitor and analyze the evolving case law surrounding prenuptial agreements in India. Judicial decisions and precedents play a crucial role in shaping the legal landscape and providing guidance on interpretation, enforceability, and public policy considerations. This will contribute to the growth of jurisprudence and facilitate a more consistent and predictable application of the doctrine.
 - f. **Professional Ethics and Standards:** Emphasize the importance of ethical conduct and adherence to professional standards among legal professionals involved in prenuptial agreements. Upholding principles of confidentiality, avoiding conflicts of interest, and ensuring informed consent and voluntary execution of agreements will enhance the integrity and trustworthiness of the process.
 - g. **Continuous Evaluation and Review:** Establish mechanisms for periodic evaluation and review of the legal framework and practice of prenuptial agreements. This will enable policymakers, legal professionals, and stakeholders to assess the effectiveness of existing laws, identify areas for improvement, and adapt to societal and legal developments.

By implementing these suggestions, India can foster a more transparent, equitable, and efficient system for prenuptial agreements. The legal framework will provide clarity and guidance to parties, promoting fairness, autonomy, and protection of individual and societal interests.

It is important to note that the suggestions provided are not exhaustive, and further research and stakeholder engagement are necessary to address the complex issues surrounding prenuptial agreements effectively. Continued dialogue, and collaboration between legal experts, policymakers, and stakeholders will help shape a comprehensive and progressive legal framework for prenuptial agreements in India.

REFERENCES

1. Hui Bian ,“Mixed Methods Research” ,Office of Faculty Excellence,<
<http://core.ecu.edu/ofe/statisticsresearch/mixed%20methods%20new.pdf> ;
2. Dalling Samuel Zed, “Regulating Pre-nuptial Agreements: Balancing Autonomy and Protection” (2009) Durham theses, Durham University. Available at Durham
E-Theses Online: < <http://etheses.dur.ac.uk/7768/> ;
3. Rose, Robert.T, Asset protection through premarital agreements(2012), Claremont
Mackenna college, <
<https://core.ac.uk/download/pdf/70969689.pdf>> ;



4. Kamilia Khairul Anuar, "Procedural Fairness in Pre-nuptial Agreements: Inconsistent and Inadequate"(2013),Oxford-university-Undergraduate-Law-Journal,online:

https://www.law.ox.ac.uk/sites/files/oxlaw/field/field_document/khairulanuar_6th_edition_vol_1_1.pdf

5. Ndikwe Alison Wanjira , The Use of Marital Property Agreements for the Division of Matrimonial Property upon Divorce ,(2014)Strathmore University law Journal,Vol.IX,-online:

<https://pdfs.semanticscholar.org/f57f/a90c07eba11eb8de5363fad0c4a3784d7771.pdf>

6. Peter T. Leeson And Joshua Pierson , Pre-nuptial Agreements , journal-of-Legal-studies,(2014)-Vol.45(2),Online:

<https://www.peterleeson.com/Prenups.pdf> ,

7. Jhuma Sen, Matrimonial property rights: is India ready for a law,(2015) Mnupatra-Articles,volumeXXIII,online

<http://docs.manupatra.in/newline/articles/Upload/F2587F8B-1162-415A-8E76-6F4019530939.pdf> ,

8. Joseph W. Mcknigh , A Friendly Contract: Unlike divorce, pre-nuptial agreements are not adversarial,(2003) Family Advocate, Winter 1984, Vol. 6, No. 3, Special Issue on PRE-NUPTIAL AGREEMENTS (Winter 1984), pp. 4-7,42, American Bar Association, <http://www.jstor.com/stable/25804306>

9. Amrita Ghosh & Pratyusha Kar, Pre-nuptial Agreements In India: An Analysis Of Law And Society,(2019) NUJS Law Review 12 NUJS L. Rev. 2 (2019),

<Http://Nujslawreview.Org/Wp-Content/Uploads/2019/12/12-2-Ghosh-And- Kar.Pdf>

10. Stuart B. Walzer , Pre-nuptial Clauses That Encourage Tying the Knot,(2013)Family Advocate Winter 1984, Vol. 6, No. 3, Special Issue on Pre-nuptial Agreements (Winter 1984), pp. 16, 38-39, American Bar Association

<http://www.jstor.com/stable/25804309>

11. Arnold H. Rutkin, "When Pre-nuptial Contracts Are Challenged in Court: Trialquestions for getting the agreement enforced", (2007),Family Advocate, Vol. 6,No. 3, Special Issue on PRE-NUPTIAL AGREEMENTS (Winter 1984), pp. 18-21, 40-41, American Bar Association <https://www.jstor.org/stable/25804310>

12. Willard H. Dasilva , "Pre-nuptial Agreements—The Balance Between Love AndMoney",(2002)Family Advocate, Winter 2002, Vol. 24, No. 3 (Winter 2002), pp.4-5,American_Bar-Association-Stable

<http://www.jstor.com/stable/25806311>



13. Heather Mahar, "Why Are There So Few Pre-nuptial Agreements?"(2003)Discussion Paper No. 436 09/2003 Harvard Law School Cambridge, MA02138, http://www.law.harvard.edu/programs/olin_center/

14. Allison A. Marston , "Planning for Love: The Politics of Pre-nuptialAgreements"(1997), Stanford Law Review , Apr., 1997, Vol. 49, No. 4 (Apr.,1997), pp. 887-916, Stanford Law Review

<http://www.jstor.com/stable/1229339>

15. O.P. Agarwal & T.V. Somanathan "Public Policy Making in India: Issues and Remedies",

[http://www1.ximb.ac.in/users/fac/shambu/sprasad.nsf/0/e78490ff090249d06525730c0030abf9/\\$FILE/Public_Policy_Making_in_India_TV_SOMANATHAN.pdf](http://www1.ximb.ac.in/users/fac/shambu/sprasad.nsf/0/e78490ff090249d06525730c0030abf9/$FILE/Public_Policy_Making_in_India_TV_SOMANATHAN.pdf)

16. Nicole Ameline , "A practitioner's toolkit on women's access to justice programming: Marriage family and property rights", (2018), Module 2, UNDP ,UN-women-Headquaters,2018,40-95,

<https://www.unwomen.org//media/headquarters/attachments/sections/library/publications/2018/wa2j-module2-en.pdf?la=en&vs=2656>

17. Livia Sz. Oláh, Rudolf Richter And Irena E. Kotowska , The new roles of menand women and implications for families and societies,(2014), Families andsocieties-working paper series, European Union's Seventh FrameworkProgramme under grant agreement no. 320116, ,

<http://www.familiesandsocieties.eu/wpcontent/uploads/2014/12/WP11OlahEtAl2014.pdf>

18. Avanish Kumar and Vishal Narain, "Public policy and governance in India",(2014),Guest-Editorial,SAGE-Publication,

<https://journals.sagepub.com/doi/pdf/10.1177/0972262914555815>

19. S Swarnalakshmi , "Public policy Making in India-A study",(1998)Anna Centreof_Public_Affairs,-university-of-madras,-Chennai,

<https://shodhganga.inflibnet.ac.in/handle/10603/91870>

20. Nigel Lowe, "Pre-nuptial agreements: the English position", (2007)The ISFLColloquium on Family Law Toledo, Spain, October 11, 2007.

https://indret.com/wp-content/themes/indret/pdf/508_en.pdf