
TILL CONTRACT DO US PART: THE CASE FOR PRENUPTIAL AGREEMENTS IN INDIA

Sagar Singh B.A. LL.B. (Hons.), Law College Dehradun, Uttarakhand University

ABSTRACT

India is a nation where the notion of matrimonial alliances is considered a sacrosanct union ordained by destiny; the idea of a prenuptial agreement appears to be unholy and uncereemonious in Indian society. It is often misunderstood as planning for failure before a relationship has even begun. However, with the rise in divorce rates, property disputes, and financial complications after separation, the absence of legal recognition for such agreements in India is becoming harder to ignore because marriage is not merely a cultural construct but also a socio-economic partnership with tangible legal consequences.

This paper probes the conspicuous absence of a structured legal framework governing prenuptial agreements in India. It highlights how personal laws and contract law remain largely silent or ambiguous on the subject by employing a comparative lens that how other countries like the US, UK, and Australia deal with prenups, this research aims to show that these agreements can offer fairness and clarity to anyone who is entering matrimonial alliance with mutual respect and shared responsibilities.

Through doctrinal analysis and socio-legal critique, the research advocates for the formal recognition of prenuptial agreements, not as harbingers of marital doom, but as instruments of foresight and justice. This research endeavours to transform the prenuptial agreement from a tabooed "exit plan" into a dignified "contingency clause."

INTRODUCTION

In India, marriage has long been regarded as more than just a legal agreement; it is a sacred union that is closely tied to religious beliefs, family values, and cultural traditions. Marriage in India, which is often called a "lifelong union," is more than just a legal or practical commitment. It brings together two families and two people. Many people might find the idea of a prenuptial agreement offensive and blasphemous in this situation.

However, things are changing. The way Indians get married is slowly changing in the 21st century. The nature of marriage in India is changing because divorce rates are going up, people are becoming more financially independent, and property arrangements are becoming more complicated. These days, it is not just a spiritual connection; it also has significant legal and financial effects. The fact that Indian law does not recognize legally binding prenuptial agreements is both a legal gap and a social and cultural problem. Despite this change, Indian laws still do not formally recognize prenuptial agreements, leaving many couples without a clear legal backup if things go wrong.

This research aims to critically examine the evolving landscape of prenuptial agreements in India, exploring why they are needed, the challenges associated with their adoption, and how they could become an integral part of India's future marital dynamics. By examining the social, cultural, and legal aspects of this complex issue, this paper aims to offer a comprehensive perspective on whether prenuptial agreements can emerge as a viable and even essential tool in ensuring fairness and protecting personal interests within the institution of marriage in India.

Prenuptial Agreements: Nature, Evolution and Global Doctrinal Framework

A prenuptial agreement is a legal contract entered into by two individuals before marriage, designed to govern their respective rights and obligations during and, if necessary, after the dissolution of the marital union. At its core, it functions as a private codification of financial and property-related arrangements, intended to mitigate conflict and provide clarity in the event of separation, divorce, or death.

Contrary to popular belief, prenuptial agreements are not reserved for the ultra-wealthy or the cynical. Instead, they are expressions of financial transparency, informed consent, and mutual understanding, especially in increasingly complex and economically interdependent

relationships.

Types of prenuptial agreements may include:

Traditional Prenuptial Agreements Typically Cover the division of property, inheritance rights, spousal maintenance, and debt obligations.

Sunset Clauses: Agreements that expire after a specific period.

Infidelity or “Moral” Clauses: Set consequences for marital misconduct, though these may be unenforceable in many jurisdictions.

Debt Allocation Agreements: Define responsibility for premarital and post-marital debts.

Business Protection Clauses: Secure family-owned or individual businesses from division.

Historical Background – India and Globally

The concept of prenuptial agreements is not a modern innovation; instead, it finds its roots in **ancient and medieval legal traditions**. In **ancient Jewish law**, the *ketubah* outlined the husband’s financial obligations in case of divorce or death. Similarly, in many **European societies**, marriage contracts were standard among aristocratic families to secure dowries, succession, and property rights.

In **continental Europe**, the tradition of formal marriage contracts persisted, evolving through **Roman-Dutch and Napoleonic codes**, particularly in France, Germany, and Italy. Historically, these civil law systems viewed marriage as a **business and contractual relationship**, which allowed for the creation of prenuptial agreements.

In **India**, on the other hand, religious texts and customary law were the primary sources of marriage law. This was especially true under **Hindu and Muslim personal laws**, where marriage was seen as a spiritual or social event rather than a legal one. While *mehr* in Islamic law resembled a prenup in spirit, **Hindu law did not traditionally recognize contractual rights within marriage**, especially not those anticipating divorce, which was historically discouraged.

The **Portuguese Civil Code of 1867**, retained in Goa even after its integration into the Indian Union, provides a rare exception. In Goa, couples may legally define their matrimonial property regime through a prenuptial contract, a provision that sets the region apart from the rest of India.

Current Legal Framework in India

India's legal system, with its plurality of personal laws and colonial-era contract statutes, presents a complex and often contradictory terrain when it comes to the recognition and enforceability of prenuptial agreements. Unlike many Western jurisdictions where such agreements are codified and judicially enforced, India offers no explicit statutory framework governing prenuptial contracts. Instead, the issue lies at the intersection of personal law, public policy, and contract law, each contributing to a larger legal ambiguity.

Personal Laws and the Institution of Marriage

Marriage, under Indian law, is governed by religion-specific personal laws, each with its conceptualization of marriage, rights of spouses, and grounds for divorce.

Hindu Marriage Act (1955). Views marriage as a sacrament (*sanskara*), not a contract. While it provides for restitution of conjugal rights, divorce, and maintenance, it makes no provision for premarital agreements governing asset division or spousal rights. Prenuptial agreements are, therefore, alien to Hindu law jurisprudence.

Muslim Personal Law: While Islamic law treats marriage (*nikah*) as a contract, and permits terms in the *nikahnama* (including *mehr*), these terms traditionally do not cover modern financial arrangements such as property division upon divorce. The *mehr*, though conceptually close to a prenup, is not equivalent to the Western understanding of a premarital contract.

The Christian Marriage Act, 1872, and the Parsi Marriage and Divorce Act, 1936: These laws primarily regulate the solemnization and grounds for divorce, but are silent on private agreements executed before marriage.

Special Marriage Act, 1954: Enacted as a secular alternative to religious marriage laws, this Act regulates interfaith and civil marriages. Though it views marriage more as a contract than

a sacrament, it also does not recognize prenuptial agreements, nor does it provide any procedural or substantive guidance on them.

Thus, under Indian personal laws, prenuptial agreements are neither expressly recognized nor prohibited, leaving their enforceability to be determined under general contract law and judicial interpretation.

Indian Contract Act (1872). – Are Prenups Valid Contracts?

Theoretically, a prenuptial agreement may satisfy the requirements of a valid contract under the **Indian Contract Act, 1872**:

- Offer and acceptance
- Lawful consideration
- Free consent
- Lawful object

However, two key provisions raise concerns:

Section 23: Declares that contracts with objects opposed to public policy are void. Indian courts have historically taken a conservative view, often finding that agreements contemplating divorce or governing spousal obligations upon separation offend public morality or promote marital breakdown.

Section 10: Requires enforceability by law; in the absence of statutory backing for prenups, courts are often reluctant to enforce them.

So, even though prenuptial agreements are **not** against the law, they are **not automatically enforceable** either. If they are seen as going against the moral or social fabric that Indian law aims to protect, they could be struck down.

Judicial Precedents

There is limited Indian law on prenuptial agreements, and what exists is not always clear.

Courts have occasionally addressed such agreements, but their rulings reflect hesitance and doctrinal conservatism.

In *Tekait Mon Mohini Jemadai v. Basanta Kumar Singh* (1901), the Calcutta High Court held that a prenuptial agreement restraining a husband from taking his wife outside her parental home was against public policy and thus void.

In *Krishna Aiyar v. Balammal* (1910), the Madras High Court declined to enforce a premarital agreement concerning post-marriage property claims, again citing public policy concerns.

In *Smt. Hema Vijay Menon v. State of Kerala* (2015), the Kerala High Court observed that although prenuptial agreements are not expressly invalid, their enforceability would depend on the circumstances and whether the contract violates any statute or moral principle.

Judicial Attitude and the Stand of Indian Courts

Indian courts have generally maintained that marriage is a matter of public concern, and any agreement that seeks to pre-determine rights upon its dissolution risks violating public policy, especially if it appears to trivialize or undermine the sanctity of marriage.

There is, however, a slow but emerging trend—particularly in family courts—where judges are more willing to acknowledge private arrangements between spouses, primarily when they reflect informed consent and do not result in manifest injustice. Courts have occasionally upheld mutual settlement agreements made during or after marriage, which resemble the essence of prenuptial agreements but are negotiated post-marriage.

Nonetheless, in the absence of legislative clarity, prenuptial agreements in India remain non-binding, persuasive at best, and unenforceable at worst, often depending on the judge's interpretation of morality, equity, and public policy.

Comparative Legal Analysis

Different legal systems have varying views on prenuptial agreements, and these differences are not only due to different legal traditions (common law vs. civil law) but also to differing societal values regarding marriage, independence, and the state's role in private relationships. This section examines places where prenuptial agreements are legally valid and regularly

enforced, in order to identify ideas that could help India reconsider its approach to marital autonomy and contract predictability.

United States of America

The United States offers a mature and well-articulated framework for enforcing prenuptial agreements. Initially approached with scepticism by American courts owing to public policy concerns that such agreements undermined the institution of marriage, there has been a marked shift over the past several decades toward robust recognition of the private autonomy of individuals entering matrimony.

The **Uniform Premarital Agreement Act (UPAA) of 1983** and the **Uniform Premarital and Marital Agreements Act (UPMAA) of 2012**, developed by the **Uniform Law Commission**, serve as model legislative templates adopted (with modifications) by many states. These Acts emphasize:

Voluntariness: Both parties must enter the agreement without duress, coercion, or undue influence.

Fair disclosure: Full and frank disclosure of assets and liabilities is a precondition.

Substantive fairness: Courts may invalidate agreements that are “unconscionable” at the time of enforcement.

Independent legal advice: Though not mandatory everywhere, it strengthens enforceability.

American courts generally uphold prenuptial agreements, provided procedural safeguards are observed. Child custody and child support, however, remain outside the scope of such agreements, as they are governed by the best interests of the child standard and subject to judicial discretion. The US model reflects a broader cultural shift that views prenuptial agreements not as acts of distrust, but as instruments of financial transparency and dispute minimization. It serves as a compelling testament to how legal reforms can accommodate both contractual freedom and judicial oversight.

United Kingdom

Historically, the English common law was decidedly hostile to prenuptial agreements. Such

contracts were considered contrary to public policy, as they were believed to encourage divorce and interfere with the courts' discretionary power in matrimonial proceedings. However, the landscape shifted dramatically following the landmark ruling in **Radmacher v. Granö [2010] UKSC 42**.

In Radmacher, the UK Supreme Court articulated a more progressive stance:

"The court should give effect to a nuptial agreement freely entered into by each party with a full appreciation of its implications unless, in the circumstances prevailing, it would not be fair to hold the parties to their agreement."

This judgment marked a paradigmatic shift from moral paternalism to individual autonomy. While prenuptial agreements are still not strictly binding under UK law, courts now accord them **"decisive weight"** if the following conditions are met:

- The agreement was entered into voluntarily.
- Both parties had sufficient understanding of their terms and consequences.
- The agreement does not lead to a manifestly unfair outcome.

Importantly, English courts can still ignore these kinds of agreements if they think it would be unfair, especially when children or economic inequality are involved. Still, the UK's stance is becoming more in line with best practices around the world, which supports the use of prenuptial contracts as part of fair family law.

Need and Justification for Prenuptial Agreements in India

In a country like India, which is so diverse, dynamic, and legally complicated, the idea of a prenuptial agreement is still met with cultural scepticism and legal uncertainty. However, as marriage changes to keep up with changing social and economic conditions, it is essential to look at traditional frameworks again through the lenses of autonomy, equity, and foresight. In this part, we look closely at the many reasons why prenuptial agreements in India should be seen not just as contracts, but also as tools of justice, clarity, and preventive empowerment.

Changing Social Structures and Marital Realities

India is witnessing a quiet but profound transformation in its socio-familial architecture. The rise of nuclear families, more people moving to cities, later marriages, and more women working have all changed the way people relate to each other in modern times. People used to think of marriage as an eternal sacrament, but now they see it as a partnership between equals that needs negotiation, consent, and clear communication.

In such a context, the absence of legal tools that allow couples to structure their marital expectations with precision and foresight is not merely a legal oversight; it is a disservice to the lived experiences of modern Indians. Prenuptial agreements provide a civilized mechanism for couples to articulate mutual financial responsibilities, protect individual property interests, and pre-empt future misunderstandings. Far from eroding the sanctity of marriage, they reinforce it by fostering transparency, accountability, and mutual respect.

Escalation in Divorce Rates and Property Disputes

Divorce, once a rarity and social taboo in India, is gradually losing its stigma, particularly among younger, urban, and economically independent individuals. Though India still has one of the lowest divorce rates globally, the numbers are rising steadily, and more significantly, divorce proceedings are becoming increasingly contentious.

A substantial number of post-divorce lawsuits in India are about how to divide up property, pay alimony, and take care of the kids. Without set plans, court battles can go on for a long time, drain both sides emotionally and financially, and leave both sides, especially women, vulnerable and tired.

Gender-Neutral Financial Fairness and Equality

The utility of prenuptial agreements must not be viewed solely through the prism of gender protection. In an increasingly egalitarian world, they are instruments of **gender-neutral financial fairness**. They ensure that both parties enter a marriage with open eyes and a clear understanding of their respective rights and obligations. This is especially important when one or both people in the relationship have a lot of money, property, or business interests that they brought into the relationship before they got married. A prenuptial agreement can stop unfair enrichment, protect family-owned property, and protect each spouse's financial contributions.

In this sense, prenuptial agreements function not as weapons of inequality but as **instruments of balance**, protecting both parties from exploitation while upholding the dignity of economic autonomy. They are about fairness, not fortune; clarity, not control.

Alleviating the Burden on the Judicial System

The Indian courts are dealing with many marriage problems, and a lot of them have to do with unclear financial expectations between spouses. Family courts are supposed to provide quick and sensitive solutions, but they often get bogged down with complicated, emotionally charged cases that could have been avoided or at least made easier by pre-existing, enforceable agreements. Prenuptial agreements could work like private settlements that are waiting to be settled, which would speed up the court system and let judges focus on cases that really need to be decided. They help the courts work more quickly, lessen emotional pain, and uphold the idea of amicable separation whenever possible by limiting the scope of the dispute. Such agreements, if recognized within a regulated legal framework, would also ease the burden on court-appointed mediators, family welfare committees, and legal aid services—resources that are already stretched thin.

A Pragmatic Tool for a Progressive Society

The call for prenuptial agreements in India is not a cry for cynicism; it is a plea for realism, fairness, and foresight. As Indian society strides forward economically, socially, and culturally, it is only logical that its legal institutions evolve in tandem. Marital laws must keep pace with modern values of **autonomy, consent, and dignity**, and prenuptial agreements can play a pivotal role in this transformation. They are not about predicting the demise of love, but about preparing for the unpredictabilities of life. They do not devalue the bond of marriage; they dignify it by encouraging transparency, mutual respect, and shared responsibility.

India stands at a legal and cultural crossroads. The introduction of prenuptial agreements grounded in fairness, protected by law, and promoted through awareness could become one of the most significant legal reforms in the realm of family law in the 21st century.

Challenges and Criticism of Prenuptial Agreements in India

Prenuptial agreements are becoming more popular in some parts of the world, but in India, they are still controversial, misunderstood, and not widely accepted. People often think that making

the financial aspects of marriage official before the vows are exchanged goes against Indian cultural values. However, the opposition is not just cultural; it is also legal, moral, and even mental. There would be many problems to deal with if India started allowing prenuptial agreements. Each one would need to be carefully thought out.

Cultural and Religious Sensibilities

For centuries, marriage in India has been venerated as a sacred and indissoluble institution. In many places, it is not just a union of people; it is a coming together of families, lineages, and even karmic destinies. In such a deeply symbolic setting, any suggestion of negotiating asset division, financial entitlements, or possible dissolution is met with not only discomfort but also outright aversion.

The Act of drafting a prenuptial agreement is often viewed as an affront to traditional ideals, implying mistrust, foretelling failure, or commodifying affection. Religious beliefs, especially those in Hindu personal law, support the idea that marriage is a **sanskara** and not a contract. These religious beliefs make people even more opposed to turning marriage into a business. Even though evolving views in cities are starting to question these ideas, the emotional and spiritual importance of marriage is still a strong psychological barrier. In India, people do not want to sign prenuptial agreements for legal, moral, psychological, and structural reasons. However, these objections, no matter how strong they are, can be overcome. As Indian society changes, the law needs to be flexible enough to reflect both the values that have always been there and the new realities that are happening now.

So, the trick is to find a delicate balance: to protect the emotional integrity of marriage while also meeting the needs of those who enter into it; to make sure that people have freedom without letting abuse happen; and to make prenuptial agreements legal not as tools of distrust, but as ways to make things fair. If this change does not happen, India could take away a vital tool of clarity, protection, and dignity from its people in one of life's most important partnerships.

Public Policy and the Morality Debate

Indian jurisprudence has long regarded family law not simply as a matter of private rights, but as an expression of public morality and societal interest. Courts have frequently invoked the

doctrine of “public policy” to strike down agreements that, in their view, undermine the foundational ethics of society. A prenuptial agreement that anticipates or facilitates divorce may be perceived as corroding the stability of the marital institution.

This judicial attitude, while rooted in paternalistic concern, raises important questions about the limits of state interference in private adult choices. However, the moral discomfort persists: Is it socially acceptable to frame a contract that quantifies affection, anticipates failure, or seemingly encourages contingency planning over permanence? For many, this remains ethically distasteful—even if pragmatically necessary.

Gendered Power Imbalances and the Risk of Coercion

While prenuptial agreements are often presented as tools of mutual empowerment, their real-world implementation can be fraught with asymmetries of power. In patriarchal societies like India, where women may still lack equal bargaining power in many households, there exists a real danger that such agreements could become coercive rather than consensual. A woman, particularly one from a financially weaker or socially dependent background, may be pressured into accepting unjust terms as a precondition for marriage, either to appease family expectations or out of fear of losing the matrimonial alliance. Without adequate safeguards, a prenuptial agreement could inadvertently legalize inequality and entrench existing social hierarchies.

To mitigate this, any legal recognition of prenuptial agreements must be accompanied by strong procedural protections: mandatory legal counsel, judicial scrutiny of fairness, and the possibility of post-marital review. Otherwise, what is intended as a shield may become a sword used not to protect but to control.

Legal Ambiguity and Lack of Enforceability

Even if couples are willing to navigate social stigma and ethical objections, the absence of legal clarity remains the most tangible obstacle. Indian law neither expressly permits nor prohibits prenuptial agreements, leaving them in a liminal space where enforceability depends on judicial discretion and doctrinal interpretation.

Courts have often invoked Section 23 of the Indian Contract Act, 1872, to invalidate agreements that are "opposed to public policy." Without statutory recognition or judicial

precedent that clearly supports the legitimacy of prenuptial contracts, individuals have no assurance that their agreement will be respected or upheld in a court of law.

Moreover, the existing family law framework offers no procedural pathway for registering or validating such agreements. In effect, couples are forced to rely on informal, and ultimately precarious, arrangements, leaving them vulnerable to future disputes and judicial unpredictability.

Recommendations

The inertia surrounding prenuptial agreements in India stems not only from cultural resistance but also from a glaring legislative vacuum. The absence of statutory guidance, judicial consensus, and procedural clarity has left individuals with neither the legal confidence nor the institutional support to enter into such agreements. If India is to embrace prenuptial contracts as legitimate and empowering tools of matrimonial foresight, a series of targeted interventions must follow at the legislative, judicial, and professional levels.

Enact Statutory Recognition through Legislative Clarity

First and foremost, the Indian legislature must acknowledge the relevance and utility of prenuptial agreements by codifying their legal status. This does not necessitate the wholesale transplantation of foreign models but rather the crafting of a tailored framework that respects India's unique legal pluralism and social sensibilities.

One feasible approach would be to introduce a **Prenuptial Agreement Act**, akin to the **Uniform Premarital Agreement Act (UPAA)** in the United States or Australia's **Binding Financial Agreement provisions** under the Family Law Act. Alternatively, dedicated chapters within the **Special Marriage Act, 1954**, could provide statutory anchorage, especially since this legislation already views marriage in secular and civil terms.

Such a statute should:

- Define the scope and nature of permissible prenuptial agreements.
- Enumerate enforceability conditions, such as voluntariness, fairness, and full disclosure.

- Provide for judicial review in exceptional cases involving coercion, fraud, or unconscionable terms.

Legislation would not only eliminate ambiguity but also facilitate the integration of prenups into the legal consciousness of practitioners, judges, and couples alike.

Proposed Amendments to Family Law and Contract Law

Until a stand-alone statute is enacted, interim progress can be achieved through amendments to existing laws. Under the **Indian Contract Act, 1872**, a statutory clarification is needed to affirm that prenuptial agreements—when entered into freely and fairly—do not per se violate public policy. Section 23, which currently serves as the judicial gateway for invalidation, should include an explanatory clause that **excludes prenuptial contracts from the ambit of 'immorality' or 'opposition to public policy'**, subject to judicial scrutiny for fairness.

Additionally, India's personal laws—particularly those governing alimony, maintenance, and property rights under the **Hindu Marriage Act, 1955**, **Muslim Personal Law**, and **Parsi Marriage and Divorce Act, 1936**—could be amended to expressly recognize the evidentiary value of prenuptial agreements during marital disputes. While maintaining judicial discretion, courts should be encouraged to begin with a **presumption of enforceability**, reversing the current bias toward invalidation.

Institutionalise Mediation and Premarital Legal Counselling

Marriage, like any significant legal arrangement, requires informed consent. However, in practice, many individuals—particularly women—enter marriage without full awareness of their legal rights, let alone the implications of entering into or refusing a prenuptial agreement. To correct this asymmetry, **mandatory premarital counselling** (not dissimilar to pre-contractual due diligence) could be introduced in cases where a prenuptial agreement is proposed.

Legal aid clinics, family court mediation centres, and bar associations should be empowered to provide **certified counselling sessions** where parties can:

- Understand their rights and obligations under various marriage laws;

- Assess the content and fairness of the proposed agreement.
- Seek neutral mediation in the event of disagreement.

Such infrastructure would not only protect vulnerable individuals from coercion or ignorance but also contribute to the broader goal of **legal literacy and gender-sensitive empowerment** in matrimonial affairs.

Conclusion

Marriage has long been seen as a sacred institution in India, but the realities of modern life, such as economic interdependence, individual freedom, cross-cultural unions, and changing ideas about gender and partnership, are making it harder for people to get married. The legal system, on the other hand, is still hesitant to admit that a relationship based on love and trust could also benefit from clear communication, planning, and a fair understanding of the terms of the contract. In this context, the question **“Is there a need for prenuptial agreements in India?”** needs not only a legal answer but also a moral and sociological one.

This study has shown how complicated prenuptial agreements are in India. Looking at personal marriage laws like the Hindu, Muslim, Christian, and secular Special Marriage Act shows that there is a shocking lack of recognition or ways to enforce these contracts. The Indian Contract Act of 1872 is theoretically applicable, but it does not provide any legal protection, and there have not been many judicial precedents that are still relevant and mostly restrictive. On the other hand, looking at places like the United States, the United Kingdom, Australia, and France shows that prenuptial agreements are becoming more popular, but there are still procedural safeguards and judicial discretion. These systems show that prenups are not a sign of a bad marriage, but rather a new way to protect rights, cut down on lawsuits, and promote openness. It is also important that more and more people are realizing that prenuptial agreements can help with gender equality, financial independence, and legal predictability. They are especially valuable in protecting women—whether economically dependent or asset-rich—from arbitrary decisions and post-marital exploitation. In the absence of statutory enforcement, however, these agreements remain toothless in Indian courts. There is a compelling and urgent need for prenuptial agreements to be recognized, regulated, and enforced in India. The present legal vacuum does not reflect the realities of contemporary relationships, nor does it serve the interests of justice. Far from eroding the sanctity of marriage, prenuptial agreements can

reinforce it by embedding mutual respect, clarity of intent, and a spirit of fairness at the outset of a marital journey.

India needs to focus on reform now. It is essential to have a clear legal framework, either through a new Prenuptial Agreement Act or changes to the Special Marriage Act and the Indian Contract Act. These kinds of laws should include protections like voluntary consent, full financial disclosure, independent legal advice, and a way for the courts to check for apparent unfairness or coercion. Marriage has a better chance of working out in both love and responsibility when both partners understand the emotional and legal aspects of it. Prenuptial agreements do not have to be signs of distrust; they can be plans for fairness, respect, and a shared vision. As India moves into the 21st century, its family law needs to change from being strict to being realistic, and from being quiet to being structured.