



Men Welfare Trust
(Regd.)

Pre Nuptial agreement: A Study Report

Aims:

The aim of this project is to evaluate about the prenuptial agreement

Objective

The objective is to vouch for a prenuptial agreement as it would promote transparency; it will keep it open and fair between the parties of what they are actually signing up for in terms of the expectation of each party, transparency and the limits before marriage.

Activity:

- In this project we are going to see:-
- What is prenuptial agreement?
- What is the law regarding to it in other countries?
- What are the advantages of this law in building a better society and men and women.
- We will also look into some suggestions which will help in the better and more helpful prenuptial agreement



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Introduction about MWT:

MWT the full form is “**Men welfare Trust**”. So as the name suggests this is an organization work for the welfare and various ignored issues faced by men and boys.

Aims:

The aim of “**Men Welfare Trust**” is to establish a society where the welfare, issues and rights of men and boys is also given equal importance and attention as that of women and girls.

Objectives:

1. They want to establish gender neutral laws as they believe “Crime has no gender”.
2. They want shared parenting to also be established as they believe both parents are equally important thus both have equal responsibilities towards the child.
3. They want strong punishment for false accusations as according to them false cases harm genuine cases as well as destroy the life of a innocent person
4. They spread awareness work on men issues on the national level. Like male suicide, men health issues, homelessness etc.

Activity:

- They run a helpline for men in distress which is 8882498498.



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- They also provide free counselling to men who are trapped in false cases
- And also provide emotional and mental support to men going through cases
- Recently they were the interveners in the marital rape PIL. As they wanted the law to be gender neutral and replace the word husband/ wife with spouse, have a strong misuse clause, and the complaint should be time bound within a period of time
- Previously they had also helped in getting the misuse clause in the “POSH” law.
- They had earlier worked hard to stop the IRBM law earlier when it was first proposed as when the division of the assets happened the wife could claim 50% of the inheritable property of the husband, irrespective of the duration of marriage, and children or not, her educational qualification, earning capabilities or her assets.

Introduction:

A prenuptial agreement (or ‘prenup’) is a legal document drawn up between couples before their marriage to outline how each of their assets will be divided between them in the event of a divorce.

Assets including property, debts and income are usually covered in a typical prenuptial agreement to help couples avoid any financial surprises if the relationship were to break down in the future.

Prenuptial agreements are more likely to be put in place when one partner already has, or is likely to acquire, more assets than the other. For example, those with a large inheritance, landowners, business owners or couples who are marrying in later life or who may be entering into a second marriage.



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What is the purpose of a prenuptial agreement?

The key purpose of a prenuptial agreement is to provide clarity for couples around how their assets will be divided in the event of a relationship breakdown and the exact details vary depending on your case.

Typical prenuptial agreement terms cover:

- Protecting children's inheritance or specific assets
- Protecting inherited money, assets or savings
- Giving you both a say in how assets will be split if you decide to divorce
- Allowing one partner to retain full control of business ownership
- Protecting you from your partner's debt

Why should I have a prenuptial agreement?

You should consider entering into a prenuptial agreement (often called a prenup) before you get married if you want to determine how your property and finances will be dealt with during your marriage, and what will happen to them if you get divorced.

If you're entering into a civil partnership, you can have a pre-registration agreement drawn up in the same way.

A prenup can help you to protect your, or your spouse's, wealth in the event of a divorce. Prenups offer some certainty in circumstances where you would prefer to agree in advance the distribution of your assets on divorce, rather than leaving it to the discretion of the courts.



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What should be included in a prenuptial agreement?

Prenuptial agreements are put in place to protect a range of assets and are completely tailored to your and your partner's needs.

Usually, they will contain an inventory of each of your assets and details on how you both wish for them to be looked after during your marriage and how they will be split should your relationship break down. If there are any assets you would prefer not to be divided or split between you and your partner if you decide to divorce in the future, these should be included in your prenuptial agreement.

Prenuptial agreement clauses usually include:

- Property held in your sole name or in joint names
- Savings held in bank accounts
- Premium bonds
- Inheritance
- Stocks and shares
- Pension pots
- Income
- Business interests

One of the best places to start when creating a prenuptial agreement is to make a list of all the assets you own, both solely and jointly, and then decide on how you would like them to be dealt with in the event of a divorce.

When signing a prenuptial agreement, you will be able to decide whether one partner keeps the assets, whether you will split them and what portion each of you will receive. A prenuptial agreement may prevent your partner from automatically receiving a share of your assets in any divorce settlement.

Source: - <https://legaldictionary.net/prenuptial-agreement/>



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Laws in other countries:

Thailand:

The prenuptial agreement in Thailand is concluded by mutual consent of the man and woman who want to marry. Under Thai law, a prenuptial agreement is recognized by the Commercial and Civil Code of Thailand. A valid and enforceable Thai prenuptial agreement legally requires that

- the content of the prenuptial made in Thailand cannot be against the law or good morals;
- both the prospective husband and wife must understand the content of the prenuptial;
- the prenuptial in Thailand must be made before the marriage, a contract between husband and wife concerning personal and jointly owned property made after the marriage registration (post-nuptial) is void;
- both the future husband and wife must sign the prenuptial in the presence of at least 2 witnesses and the agreement must be entered into the Marriage Register together with the marriage.

These conditions are found at clause 1466 of the Commercial and Civil Code of Thailand.

In accordance with the laws on Thai marriage, the prenuptial agreement mainly relates to assets and financial implications of marriage and establishes conditions of ownership and management of personal and concrete joint property and potential division of marital assets, if the marriage will be dissolved. The prenuptial agreement also includes a list of each side's personal assets at the time of the marriage and guarantees, that debts and property before the marriage remain in possession of the initial owner or debtor.



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Personal property includes:

- property owned by spouses before the marriage;
- property for personal use — work instruments, clothes, etc.;
- gifts from third parties or property received through the testament (if it is not indicated in testament, that property should transfer to joint property of spouses);
- "khongman" — real estate transmitted to the bride as a dowry (during the engagement ceremony).

Joint property includes:

- property acquired at the time of the marriage;
- property received by one of the spouses at the time of the marriage as a gift, if in the document attached to a gift or in the document compiled by spouse this property was declared as joint (Marital Assets);
- income acquired from personal property.^[13]

Marriage Property System in Thailand can be choose:

- Regime Conventional;
- Regime Legal

The Prenuptial Agreement Code of Thailand

Section 1465: Where the husband and wife have not, prior to their marriage, concluded a special contract concerning their assets, the relations between them as regards their assets shall be governed by provisions of this Chapter.

Any clause in the prenuptial agreement contrary to public order or good morals, or stating that the relations between them as regards such assets are to be governed by foreign law shall be void.



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Section 1466: The prenuptial agreement is void if not entered into the Marriage Register at the time of registering the marriage terms of the prenuptial; or if not performed in writing and signed by both spouses and a minimum of two witnesses and entered in the Marriage Register at time of marriage registration affirming that the prenuptial is thereto annexed.

Section 1467: After marriage, the prenuptial contract cannot be changed except by authorization of the Court.

When there is a final order of the Court to effect the alteration or cancellation of the prenuptial agreement, the Court should inform the Marriage Registrar of the matter in order to have it entered into the Marriage Register.

Section 1468: Clauses in the prenuptial agreement will have no effect as regards the rights of third persons acting in good conscience and faith, without regard to whether they be altered or cancelled by the order of the Court.

Section 1469: Any contract concluded between husband and wife during marriage may be avoided by either of them at any point during the marriage or within one year from the day of dissolution of marriage: considering that the rights of third persons acting in good faith are not affected thereby.

Section 1470: Assets of husband and wife except in so far as they are set aside as Sin Suan Tua, are Sin Somros.

Section 1471: Sin Suan Tua comprises:

1. Assets or property belonging to either spouse prior to marriage;
2. Assets or property for personal use, dress or ornament appropriate for station in life, or tools necessary for performing the profession of either spouse;
3. Assets or property acquired by either spouse during marriage through a will or gift;
4. Khongman.

Section 1472: Regarding Sin Suan Tua, if it has been exchanged to other assets, or other property has been purchased or money has been acquired from selling it, such other assets or the money acquired shall be Sin Suan Tua.

Section 1473: Each spouse is to manage his or her Sin Suan Tua.

Section 1474: Sin Somros consists of

1. Assets acquired during marriage;
2. Assets acquired by either spouse during marriage through a will or gift made in writing if it is stated by such will or document of gift to be Sin Somros. ;
3. Fruits of Sin Suan Tua.



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In cases of doubt in regards to determining if a property is Sin Somros or not, it shall be presumed to be Sin Somros.

Section 1475: Where any Sin Somros is assets of the type mentioned in Section 456 of this Code or has documentary title, either husband or wife can apply to have his or her name entered in the document as co-owners.

Section 1476: In managing the Sin Somros in the following cases, the wife and husband have to be joint manager, or one spouse has to receive consent from the other:

1. Selling, exchanging, sale with right to redemption, letting out assets on hire-purchase, mortgaging, releasing mortgage to mortgagor or moving the right of mortgage on immovable property or on mortgage able movable property.
2. Developing or distinguishing the part or whole of the servitude, right of inhabitation, right of superficies, usufruct or charge on immovable assets.
3. Letting immovable assets for more than three years.
4. Lending money.
5. Contributing a gift unless it is a gift for charitable, social and moral purposes and is suitable to the family condition.
6. Making a compromise
7. Submitting a dispute to arbitration
8. Offering up the property or asset as guarantee or security with a competent official or the Court.

The management of Sin Somros in a case other than cases listed in paragraph one can be made by one spouse without having to obtain consent from the other.

Section 1476/1: The husband and wife can manage the Sin Somros, in different manners, in whole or part, from provisions of Section 1476, given that the prenuptial agreement under Section 1465 and Section 1466 has been made. In such case, the management of the Sin Somros shall be made in accordance with the prenuptial agreement.

In situations where the specifications of the management of the Sin Somros in the prenuptial agreement are only a part in difference to the clause of Section 1476, the management of the Sin Somros other than those specified in the prenuptial agreement shall be made in accordance with Section 1476.

Section 1477: Either spouse is entitled to litigate, defend, take legal proceedings regarding maintenance of the Sin Somros or for benefit of the Sin Somros. Debts incurred by the said litigation, defense and legal proceedings shall be regarded as the obligation to be performed together or at the same time by both spouses.



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Section 1478: Where one spouse has to provide consent or to affix a signature together with the other in the management of property, but unreasonably refuses to give such consent or to affix such signature, or is not in a position to provide such consent, the latter may apply to the Court for an order granting the needed permission.

Section 1479: Where an action by either spouse necessitates the consent of the other spouse, and if such act is required by law to be made in writing or registered by the competent official, such consent must be provided in writing.

Section 1480: In the management of Sin Somros that has to be made jointly or has to receive permission from the other spouse under Section 1476, if either spouse has entered into any juristic act alone or without permission of the other, the latter may apply to the Court for revoking such juristic act, unless it has been ratified by the other spouse, or the third person was at the time of entering into such juristic act, acting in good faith and made a counter-payment.

Section 1481: Neither spouse is entitled to disregard the Sin Somros by will in favour of other persons to an extent exceeding his or her own portion thereof.

Section 1482: In case either spouse is the sole manager of the Sin Somros, regardless, the other spouse is still entitled to manage household affairs or provide for the necessaries of the family, and the resulting expenses therefore would bind the Sin Somros and Sin Suan Tua of both parties.

If such management of household affairs or providing for the necessaries of the family by husband or wife results in undue loss, the other spouse can apply to the Court to limit or forbid his or her power.

Section 1483: In a situation such as if either spouse is the sole manager of the Sin Somros, if the manager is going to commit or is committing any act in the management of the Sin Somros which would appear to result in undue loss, the other spouse can apply to the Court for an order forbidding commission of such act.



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Section 1484: If either spouse is acting as the manager of Sin Somros and:

- (1) Causes undue loss to it;
- (2) Fails to assist the other spouse;
- (3) Becomes insolvent or incurs debts to an amount above one half of the Sin Somros;
- (4) Inhibits in management of Sin Somros by the other spouse without reasonable grounds;
- (5) Is discovered to have circumstances that will ruin the Sin Somros;

The other spouse may apply with the Court to issue an order authorizing him or her to be the sole manager or dividing the Sin Somros.

If an application is made under paragraph one, the Court may determine temporary protective measures in the management of Sin Somros. If it is a case of emergency, the provisions on the request in case of emergency under the Civil Procedure Code will apply.

Section 1484/1: In a situation where there has been an order of the Court forbidding or limiting the power of either spouse to manage the Sin Somros, if the cause which served as ground for the Court order or the circumstances have later changed, either spouse may apply to the court for revocation or change of the order forbidding or limiting the power to manage the Sin Somros. The Court in this effect can issue any order which is deemed suitable.

Section 1485: The husband or wife may submit an application to the Court in order to authorize him or her to be the manager of any specific Sin Somros or to participate in the management, if such management or participation will bring about more benefit.

Section 1486: When the Court has provided a final judgment or given an order under Section 1482 paragraph two, Section 1483, Section 1484, Section 1484/1 or Section 1485 in favour of the applicant, or Section 1491, Section 1492/1 or Section 1598/17, or either spouse has been relieved of becoming bankrupt, the Court will notify the marriage Registrar of the matter in order to have in entered in the Marriage Register.

Section 1487: No spouse can seize or attach any property of the other during the marriage, with an exception being the seizure or attachment made in the case which has been entered for the purpose of exercising his or her duty or for maintaining rights between husband and wife as specially provided in this Code or as specially provided by this Code allowing one spouse to sue the other, or for allowances due for maintenance and costs under the judgment of the Court.



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Section 1488: Where either husband or wife is personally liable to carry out an obligation incurred before or during the marriage, such as performance shall be first made out of his or her Sin Suan Tua; if the obligation is not carried out in full, it shall be satisfied out of his or her portion of the Sin Somros.

Section 1489: Where both spouses are common debtors, the obligation will be carried out from the Sin Somros and the Sin Suan Tua of both spouses.

Section 1490: Debts that both spouses are jointly liable to perform, shall include the following debts incurred by either spouse during marriage:

1. Debts incurred in relation to management of household affairs and arranging for necessities of the family, or for maintenance, medical expenses of the household and for proper education of the children;
2. Debts incurred in connection with the Sin Somros;
3. Debts incurred in connection with a business in common carried on by the spouses;
4. Debts incurred by either spouse only for his or her own benefit but ratified by the other.

Section 1491: If either spouse is adjudged bankrupt, the Sin Somros is to be divided according to law as from the date of adjudication.

Section 1492: After the Sin Somros has been divided under Section 1484 paragraph two, Section 1491 or Section 1598/17 paragraph two, the portion so divided becomes Sin Suan Tua of each spouse. Any property gained after the division by either spouse shall be Sin Suan Tua of that spouse and not be regarded as Sin Somros. And the property obtained thereafter by the spouse through a will or gift made in writing under Section 1474 (2) shall become Sin Suan Tua of the husband and wife equally.

Fruits of the Sin Suan Tua obtained after the division of the Sin Somros shall be Sin Suan Tua.

Section 1492/1: In case the division of the Sin Somros is required by order of the Court, the revocation of the division shall be made upon the request of either spouse and the Court has issued the order to that effect. If either spouse raises an objection to such request, the Court can not give an order for the revocation of the division of the Sin Somros unless the cause for division of the Sin Somros has ceased to exist.



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After the division of the Sin Somros under paragraph one having been revoked, or suspended due to the husband or wife having been relieved from being bankrupt, the property which is the Sin Suan Tua on the date of the Court order, or on the date of his or her relieving from bankruptcy, shall remain the same as Sin Suan Tua.

Section 1493: In a case where the Sin Somros has been terminated, both spouses are liable to pay for the household expenses in proportion to the amount of their respective Sin Suan Tua.

Source: - <http://www.thailawforum.com/database1/prenuptial-agreement-law-thailand.html>

United States:

In the United States, prenuptial agreements are recognized in all fifty states and the District of Columbia, and they are enforceable if prepared in accordance with state and federal law requirements. It has been reported that the demand for prenuptial agreements in the United States has increased in recent years, particularly among millennial couples. In a 2016 survey conducted by the American Academy of Matrimonial Lawyers (AAML), member attorneys reported seeing an increase in the total number of clients seeking prenuptial agreements before marriage in recent years, particularly with the millennial generation, with the strongest interest in protecting increases in the value of separate property, inheritances, and division of community property.

In the past, couples entered into premarital agreements with a level of uncertainty about their validity. Today, the presumptive validity and enforceability of such agreements in states that have adopted the UPAA/UPMAA including Florida, Virginia New Jersey, and California, is no longer in question.

Currently, 28 States and the District of Columbia have adopted a version of the Uniform Premarital Agreement Act (UPAA) or the updated Uniform Premarital Agreements Act (UPMAA). The UPAA was passed in 1983 by the Uniform Law Commission (ULC) to



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promote more uniformity and predictability between state laws relating to these contracts in an increasingly transient society. The UPAA was partly enacted to ensure that a prenup that was validly entered into in one state would be honored by the courts of another state where the couple might get a divorce. The UPMAA was subsequently promulgated in 2012 by the ULC to clarify and modernize inconsistent state laws, and create a uniform approach to all prenuptial agreements and postnuptial agreements that:

1. Requires marital agreements to be in writing and declares them to be enforceable without consideration, modernizing existing state laws;
2. Offers couples a flexible framework for premarital agreements that promotes responsible planning and informed decision-making; and
3. Provides courts in every state a framework for determining an agreement's validity, regardless of where it was executed.

The laws enacted by states adopting the UPAA/UPMAA do have some variances from state-to-state, but this framework of laws has certainly made it much easier for legal practitioners to prepare enforceable marital agreements for clients by clearly stating the requirements. For instance, under Florida law, there is a *very* material difference in what is required to enter into a legally binding prenuptial agreement versus a postnuptial agreement. In order to validly waive the spousal rights that would ordinarily be available to a surviving spouse under Florida law (such as homestead, elective share, exempt property, family allowance, etc.), the parties have to make a full and fair disclosure of their assets and liabilities to each other *before* entering into a postnuptial agreement. In contrast, no financial disclosure is required to waive those same spousal rights in a premarital agreement executed *before* marriage. That said, if the lack of disclosure results in a prenup being unconscionable (unfair to one spouse) under Florida's Uniform Premarital Agreement Act, it may not be enforceable on those grounds.



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Even in states that have not enacted the UPAA/UPMAA like New York, duly executed prenuptial agreements are accorded the same presumption of legality as any other contract. It is not necessary that a couple signing a prenuptial agreement retain separate attorneys to represent them, as long as each party understands the agreement and signs it voluntarily with the intention to be bound to its terms.

There is a strong public policy favoring parties ordering and deciding their own interests through contracts. There are no state or federal laws that force adults with contractual capacity to have to hire legal counsel to be able to enter into a marital contract such as a prenuptial agreement, except for a California law that requires that the parties be represented by counsel if spousal support (alimony) is limited by the agreement. A prenuptial agreement may be challenged if there is evidence that the contract was signed under duress. Whether a premarital agreement was signed under duress must be proven by the facts and circumstances of each case. For example, it has been held that a spouse's claim that she believed that there would be no wedding if she did not sign a prenuptial agreement, where the wedding was only two weeks away and wedding plans had been made, was *insufficient* to demonstrate duress.

Prenuptial agreements may limit the parties' property and spousal support rights, but also to guarantee either party the right to seek or receive spousal support up to a certain limit. It may be impossible to set aside a properly drafted and executed prenup. A prenup can dictate not only what happens if the parties divorce, but also what happens when they die. They can act as a contract to make a will and/or eliminate all of one's rights to property, probate homestead, probate allowance, right to take as a predetermined heir, and the right to act as an executor and administrator of one's spouse's estate.

A prenuptial agreement is only valid if it is completed prior to marriage. After a couple is married, they may draw up a post-nuptial agreement.



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In most jurisdictions in the United States, five elements are required for a valid prenuptial agreement:

1. agreement must be in writing (oral prenups are generally unenforceable);
2. must be executed voluntarily;
3. full and/or fair disclosure at the time of execution;
4. the agreement cannot be unconscionable;
5. it must be executed by both parties (not their attorneys) and often notarized and/or witnessed.

There are several ways that a prenuptial agreement can be attacked in court. These include lack of voluntariness, unconscionability, and a failure to disclose assets.^[39] Prenuptial agreements in all U.S. states are not allowed to regulate issues relating to the children of the marriage, in particular, custody and access issues. The reason behind this is that matters involving children must be decided in the children's best interests. However, this is controversial: some people believe that as custody battles are often the worst part of a divorce, couples should be able to settle this in advance.

Courts will not enforce requirements that one person will do all housework or that the children will be raised in a certain religion.^[41] In recent years, some couples have included social media provisions in their prenuptial agreements, setting forth rules as to what is permissible to be posted on social media networks during the marriage, as well as in the event the marriage is dissolved.

A sunset provision may be inserted into a prenuptial agreement, specifying that after a certain amount of time, the agreement will expire. In Maine, for prenuptial agreements executed before October 1, 1993, unless the parties renew the agreement, it automatically lapses after the birth of a child. In other states, a certain number of years of marriage will cause a prenuptial agreement to lapse. In states that have adopted the UPAA (Uniform Premarital Agreement Act), no sunset provision is provided by statute, but one could be privately contracted for. Note that states have different versions of the UPAA.



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Unlike all other contract law, consideration is not required, although a minority of courts point to the marriage itself as the consideration.

Through a prenup, a spouse can completely waive rights to property, alimony or inheritance as well as the elective share and get nothing in return. Choice of law provisions are critical in prenups. Parties to the agreement can elect to have the law of the state they are married in govern both the interpretation of the agreement and how property is divided at the time of divorce. In the absence of a choice of law clause it is the law of the place the parties divorce, not the law of the state they were married that decides property and support issues.

In drafting an agreement, it is important to recognize that there are two types of state laws that govern divorce – equitable distribution, practiced by 41 states, and community property, practiced in some variation by 9 states. An agreement written in a community property state may not be designed to govern what occurs in an equitable distribution state and vice versa. It may be necessary to retain attorneys in both states to cover the possible eventuality that the parties may live in a state other than the state they were married. Often people have more than one home in different states or they move a lot because of their work so it is important to take that into account in the drafting process.

With respect to financial issues ancillary to divorce, prenuptial agreements are routinely upheld and enforced by courts in virtually all states. There are circumstances in which courts have refused to enforce certain portions/provisions of such agreements. For example, in North Dakota the divorce courts retain jurisdiction to modify a limitation on the right to seek alimony or spousal support in a premarital agreement if it would cause the spouse who waived such right to need public assistance at the time of divorce. Florida and several other states contain similar limitations to avoid a divorcing spouse from becoming a ward of the state upon divorce by virtue of a prenuptial agreement. Moreover, in Florida where the inheritance (elective share) and homestead rights granted to surviving spouses by state law are so strong, its Premarital Agreement Act requires that a



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waiver of surviving spouse rights set forth in a prenuptial agreement be executed with the same formality as a will to be enforceable (notarized and witnessed by two disinterested parties)

Source: - https://en.wikipedia.org/wiki/Prenuptial_agreement

Example of a prenuptial agreement:-

PRENUPTIAL AGREEMENT

State of **Alabama**

THIS PRENUPTIAL AGREEMENT (the "Agreement") IS MADE ON _____

BY AND BETWEEN:

of _____

-AND-

of _____

BACKGROUND

A. This Agreement is made between _____ and _____ (collectively known as the "Parties" and individually known as a "Party") who are engaged to be married to each other.

B. The Parties intend for this Agreement to become effective upon their marriage pursuant to the laws of the State of **Alabama** or other applicable laws, adopted by the State of **Alabama**.

C. The Parties wish to enter into this Agreement to provide guidance as to the status, ownership, and division of both current and future property between them.

D. The Parties further wish to describe their respective rights and liabilities that may arise as a result of this relationship.

E. The Parties acknowledge and agree that in case of future disagreements or disputes between them, they intend that the distribution of any property that either or both of them own shall be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.



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C. The Parties wish to enter into this Agreement to provide guidance as to the status, ownership, and division of both current and future property between them.

D. The Parties further wish to describe their respective rights and liabilities that may arise as a result of this relationship.

E. The Parties acknowledge and agree that in case of future disagreements or disputes between them, they intend that the distribution of any property that either or both of them own shall be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.

F. The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement prior to signing.

G. The Parties also acknowledge that they have had the opportunity to retain their own lawyers to obtain independent legal advice regarding the terms of this Agreement.

H. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any rights to further disclosure of property or financial obligations of each other beyond the disclosure that has already been provided.

I. Each Party agrees and affirms the following:

1. The Parties both executed this Agreement voluntarily and of their own free will;
2. This Agreement was not unconscionable when executed;
3. Prior to the execution of this Agreement, both Parties were provided with a fair and reasonable disclosure of the property and/or financial obligations of the other Party;
4. The Parties have, or reasonably could have had, adequate knowledge of the property and/or financial obligations of the other Party; and
5. The Parties entered into this Agreement freely and under no duress or undue influence on their decision to enter into the Agreement by the other Party;



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5. The Parties entered into this Agreement freely and under no duress or undue influence on their decision to enter into the Agreement by the other Party.

J. The Parties acknowledge that this Agreement will remain in force upon termination of the marriage, whether by divorce, death, or otherwise.

NOW THEREFORE in consideration of the impending marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

ARTICLE I. PROPERTY

1. The Parties affirm that this Agreement will govern the determination of ownership of property that may occur in the future due to the Parties separating or upon the death of a Party.

2. Except as otherwise provided in this Agreement, any and all property owned before the marriage by one party will remain separate property after the marriage occurs. This property includes the following:

- All property, including real or personal property, the income from such property, and the investments and re-investments of such property; and,
- All property acquired by either Party by gift, devise, bequest, or inheritance

3. Neither Party shall, before or after the marriage occurs, acquire for themselves, nor for their assignees or creditors, any interest in the separate property of the other party, nor any right to use, control, benefit, or dispose of such property without the consent of the owning Party.

4. Each Party shall have the right, at all times, to dispose of or encumber any or all of their separate property by deed, sale, gift, trust, will, mortgage, lien, or any other form of encumbrance without limitation, merely upon their own individual signature or act without the necessity of action or consent by the other Party.

5. In situations wherein a Party ("Owner") dealing with their own separate property needs or desires the other party (Non-Owner) to sign a document for the apparent purpose of relinquishing any apparent right to the property arising solely because of the marital relationship. Upon request the



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apparent right to the property arising solely because of the marital relationship. Upon request, the Non-Owner agrees to sign any such documents solely for the above purpose. The signing of such a document shall not impose any personal liability nor rights to the property upon the Non-Owner.

6. All future jointly acquired or jointly held property and the currently jointly owned property described below, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property"):

—

7. In the event of the Parties separating or upon the death of a Party, all Shared Property will be deemed to be owned equally and each Party will be entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each Party's investment, unless the Parties have agreed otherwise in writing.

ARTICLE II. MARITAL EARNINGS

8. All earnings, salaries, commissions, income, pension, stock, stock options, or other employee benefits resulting from personal services or labor of either party shall be and remain the sole and separate property of the earning Party. Each Party voluntarily relinquishes all of their interest in such property of the other.

9. Each of the Parties understands that if not for this Agreement, such earnings would be considered joint property, and that by this Agreement, such earnings during the marriage are made the separate property of the person who earned them.

10. It is expected that the earnings described in this Agreement may be used for joint household expenses or other joint purposes. Such use shall not be construed to imply joint ownership of the earnings.

ARTICLE III. DEBTS

11. The Parties affirm that this Agreement will govern any determination of responsibility for debts



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ARTICLE III. DEBTS

11. The Parties affirm that this Agreement will govern any determination of responsibility for debts that may occur in the event of the Parties separating or upon the death of a Party.

12. Except as otherwise provided in this Agreement, any debt incurred by either of the Parties prior to the marriage shall remain separate debt owed only by the Party who originally incurred it.

13. All future jointly acquired or jointly held debts and currently shared debt described below, however and whenever acquired, will remain debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts")

-- _____

14. In the event of the Parties separating or upon the death of a Party, all Shared Debts will be deemed to be equally the responsibility of both Parties and each Party will take on fifty percent (50%) of the Shared Debt of the Parties.

ARTICLE IV. MARITAL RESIDENCE

15. It is the intention of the Parties that the residence leased in the following name(s): _____ is located at the following address:

16. This lease shall be altered and affected by this Agreement in the following manner:

-- _____

17. The expenses associated with the maintenance of the residence shall be paid as follows:

-- Rental payments shall be made by _____.



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ARTICLE V. JOINT EXPENSES

18. Each Party agrees to contribute an equal amount towards paying for the joint expenses.

19. Joint expenses include the following:

- _____

20. Nothing in this Agreement shall limit the obligation of each Party to contribute such further amounts as are reasonable and necessary from time to time for the above purposes.

ARTICLE VI. MATRIMONIAL PROPERTY RELEASE

21. The Parties covenant and agree that they are aware of the Equitable Division laws of the State of **Alabama**, and that it is their intention that these laws will not apply to the status, ownership, interest, and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them.

22. The Parties covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the Equitable Division laws of the State of **Alabama**, and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

ARTICLE VII. TAXES

23. Nothing in this Agreement shall be construed as waiving any rights of the Parties to report their income for federal or state income tax purposes in the same manner as permissible for any other spouses, any rights provided for spouses under the federal gift tax laws with reference to gifts, or any rights under the federal estate tax laws with reference to any transfer to which such laws may apply.

24. If the Parties elect to file federal and state income tax returns on a joint, rather than on a separate, return with the other, this election shall not create any community property or any other rights or interests in contravention of this Agreement.



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24. If the Parties elect to file federal and state income tax returns on a joint, rather than on a separate, return with the other, this election shall not create any community property or any other rights or interests in contravention of this Agreement.

25. If the Parties elect to file a joint income tax return during their marriage, each shall be liable for any and all taxes associated with their separate property, if applicable.

ARTICLE VIII. CHILDREN

26. [REDACTED] has the following child from a previous relationship:

_____, born on _____

27. _____ has the following child from a previous relationship:

_____, born on _____

28. [REDACTED] and _____ have the following child together:

_____, born on _____

29. _____, as long as married to [REDACTED], shall provide a home and reasonable support for the health, education, maintenance, and support of [REDACTED]'s dependent child from a previous relationship without establishing any legal requirement to continue to do so upon separation or dissolution of the marriage.

30. [REDACTED], as long as married to _____, shall provide a home and reasonable support for the health, education, maintenance, and support of _____'s dependent child from a previous relationship without establishing any legal requirement to continue to do so upon separation or dissolution of the marriage.

31. In the event the Parties separate or divorce, [REDACTED] will retain sole physical and legal custody of their child from a previous relationship.



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32. In the event the Parties separate or divorce, _____ will retain sole physical and legal custody of their child from a previous relationship.

33. In the event the Parties separate or divorce, the Parties agree that the child borne of their relationship will reside with both parents.

34. In the event the Parties separate or divorce, the Parties agree to the following visitation and parenting time schedule:

a. Regular Visitation Schedule:

b. Vacation and Holiday Schedule:

35. In the event the Parties separate or divorce, the Parties agree to a joint legal custody arrangement for any children borne of their relationship together, with both parents being given the right and responsibility to decide matters of welfare, education, and health in the child's best interests.

ARTICLE IX. SPOUSAL SUPPORT

36. _____ will pay spousal support in the amount of \$_____ (_____) Monthly to _____ indefinitely until the death of _____. Spousal support payments will be paid on the on the 1st (first) of each month.

37. The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either Party the right to seek additional support under any legislation, Federal or State. It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them.



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ARTICLE X. ESTATES AND TESTAMENTARY DISPOSITION

38. Nothing in this Agreement will limit or affect any rights that each may acquire as spouse or surviving spouse in the property, assets or estate of the other spouse.

39. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

ARTICLE XI.

[REDACTED]

ARTICLE XII. INTENTION OF THE PARTIES

40. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

ARTICLE XIII. DUTY OF GOOD FAITH

41. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

ARTICLE XIV. FURTHER DOCUMENTATION



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ARTICLE XIV. FURTHER DOCUMENTATION

42. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

ARTICLE XV. TITLE/HEADINGS

43. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ARTICLE XVI. GOVERNING LAW

44. The laws of **Alabama** will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

ARTICLE XVII. TERMINATION OR AMENDMENT

45. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

ARTICLE XVIII. ENTIRE AGREEMENT

46. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

IN WITNESS WHEREOF the Parties have duly affixed their signatures.

SIGNED by **_____**:



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SIGNED by :

DATE

In the presence of:

WITNESS

WITNESS

SIGNED by _____:

Source: - <https://www.wonder.legal/us/creation-modele/prenuptial-agreement>



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Europe:



The Marriage Contract by Flemish artist [Jan Josef Horemans the Younger](#) c. 1768

Prenuptial agreements have long been recognized as valid in several European countries, such as [France](#), [Belgium](#), the [Netherlands](#), [Germany](#), [Poland](#), [Switzerland](#), [Sweden](#), [Denmark](#), [Norway](#) and [Finland](#). While in some of these countries there are limits on what restrictions the courts will see as enforceable or valid (e.g. Germany after 2001, where appeals courts have indicated this), a written and properly initiated contract, freely agreed upon, cannot be challenged by, for instance, invoking the circumstances under which the marriage broke down or the conduct of either part. In France and Belgium (as in [Quebec](#), which has the same judicial tradition) prenuptial agreements must be set up in the presence of a [notary](#).

In many of the countries mentioned, prenuptials may also protect the non-shared property and money from being pulled into a bankruptcy



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and can serve to support lawsuits and settlements during the marriage (for instance if one part has sold or wrongfully mortgaged a piece of property that had been set aside by his/her partner).

Source: - https://en.wikipedia.org/wiki/Prenuptial_agreement

United kingdom:

In the UK, a prenuptial agreement (or prenup) is a legal agreement that sets out how assets should be divided between a couple in the event of a divorce.

This legal contract is entered into before marriage, unlike a postnuptial agreement (more on that shortly). It sets out a couple's rights regarding property, income, debt and other assets acquired individually (such as inheritance) or together (such as joint purchases). The 2010 Supreme Court test case of *Radmacher v Granatino*, overturned the previous legal framework on them to recognise changing societal and judicial views on the personal autonomy of married partners. Pre-nuptial agreements can now be enforced by the courts as part of their discretion in financial settlement cases under section 25 of the [Matrimonial Causes Act 1973](#) so long as the three stage *Radmacher* test is met and it is considered fair to do so, keeping in mind the interests of any child of the family. *Radmacher* holds that the courts will give effect to a nuptial agreement that is 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. The case provided substantial amounts of guidance relevant to all nuptial agreement cases that have occurred since 2010.¹

[The Law Commission](#)'s 2014 report on Matrimonial Property generally accepted the decision in *Radmacher* and recommended the creation of a 'qualifying nuptial agreement' regime by Parliament which would create a completely binding pre-nuptial agreement so



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long as certain requirements were met. The Commission's recommendations have yet to be implemented.

A prenuptial agreement is distinct from the historic [marriage settlement](#) which was concerned not primarily with the effects of divorce but with the establishment and maintenance of dynastic families, or a [divorce settlement](#) entered into by parties in connection with dissolving their marriage.

How does a Prenuptial Agreement Work?

The intention of a prenuptial agreement is to provide clarity and certainty around the arrangements in the event of a breakdown of a marriage, to save the uncertainty, time and stress of arguing about the finances at a later stage. Most commonly a prenuptial agreement is used to protect particular assets so that they can be ring-fenced and prevented from being shared.

Are Prenuptial Agreements Legally Binding?

A common question we come across is 'are prenuptial agreements enforceable in the UK?', or to put it more accurately, 'are prenuptial agreements legally binding in the UK?'

A prenup in UK law is not automatically legally binding but will be upheld by a court so long as it meets the qualifying criteria, which have been set by the Supreme Court and further reviewed by the Law Commission:

- The agreement must be freely entered into.
- Both parties must understand the implications of the agreement.
- The agreement must be fair.
- The agreement must be contractually valid.
- The agreement must have been made at least 28 days before the wedding.
- There should be disclosure about the wider financial circumstances.



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- **Both parties must have received legal advice.**
- It should not prejudice any children
- Both parties' needs must be met

Source: - <https://www.footanstey.com/our-insights/articles-news/guide-to-preuptial-agreements-in-the-uk/#:~:text=In%20the%20UK%2C%20a%20prenuptial%20agreement%20%28or%20prenup%29,unlike%20a%20postnuptial%20agreement%20%28more%20on%20that%20shortly%29.>

https://en.wikipedia.org/wiki/Prenuptial_agreement

Ukraine:

In accordance with provisions of Section 10 of the Family Code of Ukraine, marriage relationships, rights and duties of spouses can be regulated by a Marriage contract as well if spouses wish to settle their property relations in other manner then it is provided by the Family Code of Ukraine.

Marriage (prenuptial) contract can be concluded by a woman and a man, who applied for registration of their marriage as well as by spouses. Underaged person, who wants to conclude a marriage contract before registration of the marriage, is to have a signed consent of his/her parent or custodian certified by a notary.

Numerous provisions of this section of the Family Code of Ukraine provide quite extensive requirements as regarding the form and contents of the marriage contract and the procedural issues of making the same are regulated by appropriate Instruction of the Ministry of Justice of Ukraine as regarding the procedure of notarization of marriage contracts as well as far as notarization is required.

Imperative requirements as regarding content of the marriage contract are provided by clause 93 of the Family Code of Ukraine, which



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states that the marriage contract governs property relations between spouses, determines their property rights and duties. Marriage contract can also determine property rights and duties of spouses as parents, but with certain limitations. Personal relations of spouses cannot be regulated by the marriage contract, as well as personal relations between spouses and their children. This rule is also provided by clause 93 of the Family Code of Ukraine. Marriage contract, which reduce rights of children and put one of spouses on a poor material state, are not permitted by the above imperative regulation. Within the frameworks of the marriage contract none of spouses can acquire any immovable property or other property, which requires the state registration.

Source: - https://en.wikipedia.org/wiki/Prenuptial_agreement

Italy:

Whilst there is little case law on the enforceability of pre-nuptial or post-nuptial agreements in Italy, following a decision of the Supreme Court in 2012, courts may enforce financial agreements provided that the agreement has been freely entered into and where there is no evidence of duress as regards the divorce proceedings. Further, the agreement itself must not be considered to be a ‘pre-nuptial agreement’. If the agreement passes this test, the courts will look to regulate the fairness of the financial agreement insofar as each party is concerned but the hurdle is not easily overcome.

What this means in practice is that an agreement seeking to deal with the finances on divorce *may* be enforceable subject to the test of ‘fairness’. It will not however be regarded as a ‘pre-nuptial agreement’. This will continue to be the case until a specific law is enacted by Parliament so as to allow such agreements to be valid under Italian law. There has in fact been some progress in this area with proposals being put forward to address this issue. However, the



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fact remains that the existence of the matrimonial property regimes seems to be fairly protective of the rights of the better off whose property rights can hardly be challenged by a Court's order. These regimes in fact avoid any dispute that may arise about the assets after a divorce order although the position of the worse off party may be highly compromised by a Separate Assets nuptial agreement entered into at the time of the marriage.

Source: - <https://www.flip.co.uk/pre-nuptial-agreements-in-italy/>

Canada:

A prenup is a legal contract that couples need to sign before their marriage. This agreement is also commonly known as an antenuptial agreement, premarital agreement, or prenup.

It basically contains various clauses and terms as set by the pairs, such as:

- Information about both couples.
- Individual assets and debts.
- Shared belongings and debts.
- Spousal funding and maintenance.
- Lands legacy (if any)

All these will become valid and must be given and divided according to the prenup if their marriage doesn't work out for any causes. This contract needs to be submitted to the court before the marriage takes place. Otherwise, it will fall under the marriage contract.

A prenuptial agreement comes in handy as in case marriage doesn't work out, they don't have to fight for anything after the marriage. As they have cleared all things before the wedding, there remains no confusion later on, and thus, based on the prenup, the couple can act accordingly.



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How does a Prenuptial Agreement Affect a Will in Canada

A prenuptial agreement reserves all the right to affect a will in Canada. This clash mainly occurs when a person dies, making a will that breaks some prenuptial agreement clauses. When the terms and conditions of a prenup get in the clash with a will, the court checks the prenup's clauses very carefully.

However, in most cases, the prenup is often given more importance than the will. But, the last final decision lies in the courts' hand, and anyone can win.

The contract should contain the law clearly so that the reader can use it to understand. If a prenup doesn't include this information and the spouse dies in a different state that contains other laws, then the power will ultimately go to the state where that person has died.

There are 2 situations where will directly get more precedence over the prenuptial agreement:

1. Many times Canada's prenuptial agreement contains a section known as the "sunset clause." This clause basically sets an expiration date for the prenup. **If that date crosses, then will get supremacy over the prenup.**
2. Moreover, if the last will can show that the prenup is null and illegal, then the court will not put the prenup clauses into effect. This type of situation happened when the spouse made the contract under any pressure.

How to Make a Prenup Enforceable

Several things can impact the enforceability of a prenup. Below is a list of vital elements that must be accurately done while drafting a prenup:



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Economic Disclosure

While drafting a prenuptial agreement, you must disclose all your earnings, properties, debts, and accountabilities and give details of their standard monetary values. Otherwise, the failure of revealing the exact information may impact the legitimacy of your prenup.

Consent With Related Status

Although the couples make the prenuptial agreements, they should still be made following the family law and the divorce act. If you don't have a clear idea, then you must consult with an experienced lawyer to know how you can fulfill all the legal requirements.

Spent Enough Time

A prenup is made based on the mutual agreement of the couples getting married. Thus, it offers both parties ample time to get legal advice, financial disclosure, and evaluate the papers and contract before giving final signature.

In fact, the court sees the time spent while making these contracts, and in case if they find that it is made hurriedly, it will be directly labeled as an invalid one.

Avoid Any Influence And Pressure

Like all other legal contracts, a prenup can not be signed under any kind of pressure and intimidation. It means that both parties should sign liberally and willingly. Otherwise, it will be considered as a null agreement.

Get yourself an experienced lawyer

You must take legal help from a skilled lawyer while thinking about getting a prenup. As there are many legal things that you will not be familiar with.



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Like, s/he can help you with the prenuptial agreement template and other legal things you need to consider. Moreover, s/he will always try to make things easy for you by familiarizing yourself with the prenup dos and don'ts. Lastly, you will always find your lawyer fighting in favour of you.

Things That Make a Prenuptial Agreement Invalid

There are tons of things that can make your prenuptial agreement invalid. That's why you must know about these points so that you can avoid them for making your prenup enforceable, consisting of:

- The contract was made under pressure or intimidation.
- Illegal terms and conditions were added to the agreement.
- Clauses are exceedingly biased to one side.
- No liberated lawful counsel.
- All financial things are not disclosed (like properties and debts of both sides)
- Partial or incorrect information.
- Oral contracts.
- Making the contract after the marriage or the wedding date is too near to be fully understood.

Source:- <https://moosejawdivorcelawyer.ca/prenuptial-agreement-in-canada/>

Benefit:

Prenuptial agreements has a lot of benefits in India today at least it could avoid people from a lot of litigations and a lot of crimes like domestic violence, false allegations etc. As most of the time domestic violence takes place when there is a difference in expectation before marriage and the reality after marriage. It could also be as a proof for



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both the men and women of what was promised before marriage and what it turned out after marriage.

Men:

In India it could also be a lot help in bringing down a lot of false and frivolous allegations especially in the matrimonial sphere as the man will have proof in terms of a written legal contract that he has not taken any dowry and other demands. As many cases of 498A along with dowry allegations are found to be false.

They could have a clear and transparent talk and understanding before the marriage alliance regarding: -

- The lifestyle of the women
- Their expectations from her
- Their eating habits
- Regarding the earning
- Their own living habits
- Number of children
- Should she be working or not

Women:

In India it could be especially helpful and lifesaving as it could work as the anti-dote to the dowry problem in India. As due to prenuptial agreement dowry can be stopped even before it even took place as government authorities can stop the giving of dowry before take place thus there is no dowry thus no false 498A with dowry allegations and could also prevent many societal ills like child marriage etc

They could have a clear and transparent talk and understanding before the marriage alliance regarding: -

- The lifestyle of the man



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- Their expectations from him
- Their eating habits
- Regarding the earning
- Their own living habits
- Number of children
- would she be working or not

Society:

It could finally reduce a lot of crime between couples as a lot of crimes takes place because of the conflict between expectation and reality, lack of transparency and taking the good will of a party as granted.

So, as the prenuptial agreement will fill the void of all these causes and will keep it open and fair between the parties of what they are actually signing up for in terms of the expectation of each party, transparency and the limits.

Previous attempts to bring it as law

In 2015 Union minister Maneka Gandhi has recommended the adoption of a 'prenup' or prenuptial agreement, in vogue in several Western nations, for marriages in India.

A prenuptial agreement is a legal document that provides security, especially to women, with regard to alimony and maintenance, in the event of a divorce by forgoing the lengthy process of a courtroom battle.

Maneka plans to hold wide-ranging discussions with all stakeholders to build a consensus and has also spoken to law minister Sadananda Gowda on the issue, the Times of India

Currently, a 'prenup' is not legally valid in India.



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“The prenuptial agreement is not recognised in India. Most couples, mainly the rich and influential, enter into an agreement under the Indian Contract Act. However, this has not been legally upheld in court, “a senior ministry official said.

But unfortunately, it has still not become a law.

<https://www.thenewsminute.com/article/union-minister-maneka-gandhi-wants-prenups-be-adopted-india-36054>

Suggestions:

Here are some of the suggestions which are given by “**Men welfare Trust**” for a better and fair law for both genders: -

Prenuptial are enforceable guidelines, contrary to popular perceptions it is not only about financials but is much more.

Prenuptial agreement is more likely to stand up if it meets the following conditions:

1. The Agreement should be fair, and duly acknowledged.
2. The Agreement should have attorney certification from both parties as well.
3. The Agreement should have clause stating that if any provision of the agreement is
invalidated, the rest of the agreement still remains in effect.
4. There should be listing attached showing each spouse's assets and liabilities.
5. The Agreement should have all the clauses of agreements arrived at between the
prospective spouses.



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6. The Agreement may also contain the necessary history of proposed alliance.
7. The Agreement should be reviewed by separate lawyers and duly certified by them.
8. The Agreement should be setting out each party's assets, debts, and property rights before the marriage, settling issues of division of property and of spousal support in the event of marriage breakdown.

That means, if the both party are genuine, transparent and do not have any pre-planned ill mind, will accept the same before marriage itself.

The Prenuptial Agreement cannot counter Section like 498A IPC or DV act at all but it may reduce the damage, caused by misuse of the law.

Some of those people, who refuse to see dangers and consequences of false 498A or Domestic Violence Act cases and brush aside the truth, thinking nothing is going to happen to them, may find this as cheap insurance policy like medical Insurance, which is not very popular in India.

It has got three Modules: Entry Module, Operations Module, and Separation Module.

A. Entry Module:

Examples of preconditions:



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- 1.HIV tests
- 2.Horsoscopematching (Optional)
- 3.Proof of age
- 4.Passport copies, getting a passport
- 5.Proof of educations
- 6.Trial Period
- 7.Mode of calling of the marriage.
8. Expense sharing for preparation of marriage
9. Expense sharing or compensation in case of calling of the marriage
- 10.Gift register (setting limits)

B. Operations Module

1.Lifestyle

Example: How will the various items required for running marital will be bought

1. Car (who buys or who rents)
- 2.house
- 3.Furniture.etc.

What percentage money will each put for common pool also called as marital pool.



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How will the common pool be operated?

What happens if one person puts from their pool into marital pool is it to be treated as gift or a zero percent loan to the other spouse.

Example: if a husband becomes unemployed then the wife would put in some money is it to be treated as marital expense or loan to the marital pool)

Who gifts what to whom, setting the limit of yearly gift from close relative. Limits can be set on what can be maximum or minimum limits.

In case of financial despair acceptable sources to tap and the modalities.

2. Definition cruelty: You are setting certain expectations from your spouse here as all the Indian marriages act says mental cruelty depends in the conditions. This gives you a chance to clearly define these are a not acceptable and this are acceptable to some extent, also you can grade it to cruelty, violence and crime.

3. Household chores (cooking, cleaning etc)



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4. Child planning (when, how many, where)

5. Define exception conditions (Example if the couple cannot conceive then adoption or surrogate or intravital)

6. Rules of staying away (Transfer)

7. Rules of meeting parental obligations (in-house, in complex etc)

C. Separation module

- Define the shared parenting responsibilities (residence, schooling, clothing, food. Mode of collection of the Childs needs).
- Define the rules for division of marital property (Operation module defines how the marital property will be accrued).
- Define residential rules for children.

That would be treated as your engagement.

Take next date and solemnize in the family court in the next date.

Orders are passed and you are declared married.

With this document get the whole order registered in the Registrar office and you have married with an enforceable prenuptial in courts.



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But he says such a prenuptial is very likely to be enforceable as the courts have married you by accepting the prenuptials.

A marital pool has to be defined regardless of assets.

The prenuptial agreement in India stand a very good chance of enforcement in India if the prenuptial is certified by the court easily and with open mind and this is possible in the "Special Marriage Act" where in the magistrate goes through all the documents and then declares the marriage based on those.

A magistrate can refuse the marriage in certain circumstances. eg: if one of the spouses is below the age of marriage the magistrate can dismiss your petition for declaration of marriage or if the magistrate feels the some clauses are unfair then also he can dismiss but once the magistrate has accepted the prenuptial agreement in India then for demanding money or anything beyond prenuptial agreement in India the onus is one other party to prove additional circumstances.

Don't think that prenuptial agreement in India are just two to three pages. Nothing can be far from the truth. A good prenuptial may go to 40 to 50 pages.

There is no grantee such contract give 100% success of your married life, but at least be honest , be transparent to your would be spouse , which you perceive to do at present verbally , it's time to get documented.



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Assets:

After divorce the property divisions should be done according to the below image:-



A person's personal property should be considered the property which they have either got from

- inheritance
- gift from another spouse
- By nomination as a beneficiary in insurance
- By marital property agreement registered in court according to prenuptial agreement.

Personnel property shall not be divided at the time of divorce.



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The division of the property at the time of divorce should take place is that of the Joint property which are any property which are not separate property will be treated as a marital property.

Alimony and maintenance:

In case of divorce situation alimony and maintenance should as already agreed in the prenuptial agreement.

Conclusions.

Now a days in the show off world more than ever we need this as this could increase the transparency between the parties and will help in bringing down a lot of false and frivolous allegations especially in the matrimonial sphere as the other person will have proof in terms of a written legal contract. It will also help people reimagine their married life beforehand thus getting reality straight by each people, so that no one feels cheated. And they know beforehand that what they are signing up for.

As many marriages which are now a days breaking due to Compatibility issue and many a time one spouse (usually the husband) has to bear the brunt of a failed marriage in terms of alimony so it will be great if all those matters are already discussed and then they proceed to marry.

When marriage Acts are Civil in nature, dissolve of any marriage too must be via Civil Act only instead of terming each other's criminals.