



BREACH OF PROMISE TO MARRY AND THE GENDERED DIMENSIONS OF TORT LAW: A COMMENTARY ON LAXMINARAYAN & ANR. V. SUMITRA BAI

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FACTS OF THE CASE

In the case of Laxminarayan v. Sumitra, the couple entered into a relationship following their engagement, during which they engaged in sexual relations, leading to the woman's pregnancy. However, the man later refused to marry her. The Court considered this refusal to be a grave matter, especially given the prior cohabitation, and held that the defendant should be liable to pay exceptional and exemplary damages. It was observed that the man's denial had not only damaged the woman's prospects of marriage but also subjected her to social stigma likely to affect her life significantly. Although the defendant argued that his acquittal in the parallel criminal case for rape should reduce the damages awarded, the Court rejected this contention and granted the plaintiff compensation amounting to ₹30,000.

ISSUES INVOLVED

Laxminarayan was the son of Chandanlal. Chandanlal and Mehtar are residents of the same village. Laxminarayan was a student living in Balaghat. Chandanlal came to the house of Mehtar and proposed the marriage between his son Laxminarayan with Sumitra Bai, daughter of Mehtar, aged about 16 years. After the said proposal was made to Mehtar, Laxminarayan started visiting the house of Mehtar and persuaded Sumitra Bai to cohabit with him, as they were going to be married soon. A suit was filed on the allegation that on 15-4-1986, Mangni took place, and the marriage ceremony was to be performed in April 1987. After the engagement between the couple, the parties had sexual intercourse, as a result of which Sumitra Bai became pregnant. When the husband became aware of the situation, he refused to marry her. The defendants denied that there was any such Mangni or contract to marry and denied that there was any cohabitation by Laxminarayan with Sumitra Bai. Sumitra Bai delivered a stillborn child. A panchayat was held, and a report was also lodged at the police

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station. In the Panchayat, the Sarpanch Chandanlal was present. Sumitra Bai made allegations that she had become pregnant through Laxminarayan. Sumitra Bai believed that she was having a fair relationship with Laxminarayan because of the Mangni, whereas Laxminarayan had an ulterior motive at the back of his mind and was merely taking advantage of the fact and ravishing the poor lady, who became pregnant before marriage, which does cast a stigma. It also makes the life of the workman miserable, and it is also difficult to get married to a suitable match.

JUDGEMENT

A suit seeking damages amounting to ₹70,000 was instituted based on the allegations stemming from the defendant's refusal to marry the plaintiff after engagement and cohabitation. However, the Trial Court granted a decree for ₹30,000 in compensation. This judgment was challenged by the counsel for the appellants on multiple grounds. The primary contention raised by the appellants' counsel was that under Hindu law, marriage is not a contractual agreement, and hence, a claim for damages cannot arise from its breach. Alternatively, it was argued that no concrete evidence had been produced to establish the existence of a binding contract or engagement, nor had any ceremonial rites been demonstrated. It was also submitted that even if such conduct could be considered criminal, it would not warrant compensation through a civil claim. Upon hearing both parties and reviewing the evidence on record, the Court examined the question of whether an engagement (Mangni) took place on 15th April 1986 at Mehtar's house, as claimed. Mehtar (P.W. 1) testified affirmatively on this point. His testimony was challenged on the basis that he did not detail the customary rituals typically accompanying an engagement. However, it is noteworthy that the written statement of the defence did not dispute the need for such rituals to validate the Mangni. While it is correct that specific ceremonies are essential for a valid Hindu marriage, the same is not necessarily applicable to an engagement. The counsel also questioned the credibility of other witnesses, including Sumitra Bai (P.W. 2) and Dulichand (P.W. 3). Dulichand's evidence was contested based on his statement that Chandanlal gave ₹10 after the Mangni, while Sumitra Bai was criticised for her inability to recall the exact month of the ceremony. Nevertheless, the testimonies of these witnesses were found to be consistent and credible. The Trial Court accepted their statements, and no substantial reason was found to disbelieve them. From the facts and evidence presented, it became evident that Laxminarayan took advantage of the engagement by establishing a relationship with Sumitra

Bai, which eventually resulted in her pregnancy. Sumitra Bai believed the relationship was genuine, grounded in the understanding of an impending marriage. However, it was later revealed that Laxminarayan harboured ulterior motives and had misled her under the pretext of marriage. This betrayal not only caused her immense mental and emotional suffering but also exposed her to social stigma and significantly diminished her chances of finding a suitable match in the future. The present suit for damages is based on the consequences of the defendant's refusal to marry the plaintiff after engagement and cohabitation, which resulted in her bearing an illegitimate pregnancy. Though the appellant's counsel argued that the claim was not framed around defamation or emotional trauma but rather as a breach of contract to marry, a careful reading of the plaint and the reliefs sought makes it evident that the damages were claimed due to the totality of circumstances. These included the humiliation, loss of dignity, emotional distress, and physical suffering endured by Sumitra Bai as a direct consequence of the defendant's actions.

DECISION

The damages awarded in this case serve to compensate the plaintiff for the significant harm she endured. Her pregnancy was a direct consequence of the engagement, and the defendant's subsequent refusal to marry her only intensified the injury suffered. Therefore, the compensation granted cannot be considered merely symbolic; it must be substantial. The fact that the appellants were acquitted in the related criminal proceedings does not negate the validity of a civil claim for damages under the law of torts. In traditional Hindu society, a woman's dignity is often likened to delicate glass, susceptible to shattering with even the slightest blow. Given the compelling evidence on record, the Trial Court was justified in holding the defendants liable and awarding damages.

The appellants' counsel argued that the ₹30,000 compensation granted by the Trial Court was excessive and should have been nominal. However, such an argument undermines the seriousness of the violation. The chastity and dignity of a woman, particularly in the context of Indian social values, cannot be assessed in trivial monetary terms as suggested. Had the plaintiff filed a cross-objection, there would have been strong grounds for increasing the compensation. Nonetheless, as no such cross-objections were filed, the amount granted by the Trial Court is upheld. There is no legal infirmity in the judgment or the decree passed. Accordingly, the appeal stands dismissed with costs.

PRINCIPLE INVOLVED

A contract is an agreement between two or more parties, wherein they abide by all the terms and conditions agreed upon between them, orally or in writing. The terms and conditions are followed by the parties in the manner they are agreed and if any of the parties fail to comply with the conditions decided upon, then the defaulting party may be entitled to pay the compensations in the manner as may be described in the contract or decided by the parties before the contract. However, in the event the default is severe according to the nature of the contract, then the defaulting party may be ordered to pay the money, as this mechanism allows the injured party to recover compensation for the loss suffered by them due to the breach of contract, from the party who causes the breach. These monetary payments are known as “*Damages*”.

The following are types of Damages-

- Ordinary Damages
- Special Damages
- Exemplary Damages
- Nominal Damages
- Quantum Meruit

The landmark case of *Laxminarayan vs. Sumitra Bai* falls under the category of Exemplary Damages. Such damages are typically awarded in two specific situations-

- In cases involving a breach of promise to marry, it often causes significant emotional distress and injury to the feelings of the aggrieved party.
- When a bank wrongfully dishonours a cheque, it leads to reputational damage and loss of credibility to the account holder.

In the first category, which is relevant here, courts may award exemplary damages for emotional injury, humiliation, and the disappointment resulting from a broken promise to marry.

In *Laxminarayan vs. Sumitra Bai*, following their engagement, the couple engaged in sexual relations, which led to the woman's pregnancy. Upon learning of her condition, the man refused to marry her. The Hon'ble Madhya Pradesh High Court held that the woman was entitled to damages, considering not just the broken promise but also the severe social stigma and emotional trauma she suffered, which adversely affected her prospects of future marriage. The Court further clarified that the man's acquittal in criminal proceedings did not absolve him of civil liability under tort law, and therefore, exemplary damages were rightly awarded.

The statement of law is contained in the Contract under Section 73 at page 576 as "An express repudiation of a contract to marry may be treated as a breach and gives rise to an action for damages at once. Giving such notice at the earliest moment tends to mitigate, while delay in giving it necessarily aggravates, the injury to the party wronged. In case of seduction under a promise to marry the plaintiff and subsequent refusal to marry, the plaintiff is entitled not merely to the loss sustained by not becoming the wife of the defendant but to compensation for aggravation of that loss because of her prospects of marrying being materially ascended. A suit lies to claim damages for breach of promise of marriage. Damages awarded in English law for the breach of promise to marry from an exception to the general rule of damages in an action on breach of contract, where such damages are limited to the consequences of the breach alone. In the former case, the damages are like an indemnity to the injured party for the loss she has sustained and embrace compensation for injuries to the feelings, affections, wounded pride, as well as for the loss of marriage. But in this country, the law seems to be different. In a case for damages for breach by defendant of his contract to give his daughter in marriage to the plaintiff, the ordinary damages which follow from Section 73 should be allowed as in the case of any other contract. Under Section 65, the plaintiff is entitled to the return of his consideration, or compensation in respect of it, as on a failure of consideration. The principles on which damages are allowed by English law as peculiar to the breach of a contract to marry should not be applied to the case of breach of a promise, for valuable consideration made by the father of a girl to give her in marriage. In one case, damages were awarded against the father of the girl for breach of a promise to marry her to the plaintiff, although it was pleaded that she was not willing to marry the plaintiff for some time. But it has been pointed out that "the Hindu law, by which these parties are governed, enacts that a father may break off his daughter's engagement should a more suitable bridegroom be available."

The principle primarily pertains to breaches of a promise to marry. However, when such a promise is misused to deceive a girl into a physical relationship, culminating in pregnancy, the nature and extent of damages must be assessed on multiple grounds, including physical suffering, emotional humiliation, diminished prospects of future marriage, and the accompanying social stigma.

COMMENT

The decision of the Madhya Pradesh High Court in *Laxminarayan & Anr. Vs. Sumitra Bai* stands as a crucial juncture in Indian tort jurisprudence, particularly concerning the liability arising from personal promises and their breach in intimate relationships. In this case, the plaintiff, Sumitra Bai, was lured into a physical and emotional relationship on the assurance of marriage. The promise, however, turned out to be hollow—leaving her socially stigmatised, emotionally devastated, and legally wronged. The Court's verdict, awarding damages for breach of promise to marry, is notable not merely for its outcome but for its recognition of emotional harm and social defamation as actionable injuries. It bridges a critical gap between private betrayal and public accountability, making it clear that the law does not turn a blind eye when trust is weaponised under the pretence of affection. Importantly, this case highlights the law's evolving sensitivity to gendered power dynamics. It implicitly acknowledges that in a patriarchal society, a broken promise of marriage is not a private disappointment but a public injury—especially for women, whose honour and reputation are often unfairly tied to notions of chastity and social status.

By affirming the plaintiff's right to claim compensation, the Court reinforced that emotional exploitation cloaked as romantic intent is neither trivial nor immune from judicial scrutiny. The ruling subtly expands the contours of tort law in India, encouraging future courts to view personal relationships not merely as emotional domains, but as spheres where duty, trust, and legal responsibility intersect. In essence, *Laxminarayan v. Sumitra Bai* is more than a case about a broken promise—it is a reflection of how the judiciary can become an agent of social redress and gender-sensitive justice, even within the often ambiguous terrain of personal relationships.

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