



THE CONGRUITY OF COHABITING PARTNERS AND IT'S STATUTORY EXIGENCY

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ABSTRACT:

The transition of personal transportation from walking to the use of hover boards is flabbergasting. Without a second thought, we acknowledge that it deserves valuation but when we look into the reason behind such invention, it is definitely not fascinating. The lackadaisical attitude of people to even walk led to the discovery of hover boards. An instrument to breathe without nasal movement is next on the list. And in that list, live-in relationships are not something to be awed at. It's a paved path for excusing oneself to dust off the responsibilities in marriage. Marriage is no longer sacred since it has been diluted with other concepts in this modern era. This paper is not about the moral dilemma of live-in relationships. It is a fact that this type of relationship exists in India and the need of the hour is not to debate on it but to deliberate for legislation to govern it. The authors, upon their understanding, define the term 'live-in relationship', elaborate on the transition of marriage and focus on the obligation this non-obligatory marriage creates. Our motto is to bring gender-neutral justice.

KEYWORDS: Live-in relationship, obligations, Article 14, Legal status: legislation.

INTRODUCTION:

Cohabitation is the term coined for 'live-in relationships'. It primarily means living

together by establishing an intimate relationship but avoiding the complications and obligations in marriage. This so-called family structure emanated from Western Countries and that facilitates it to be a walk-in and walk-out relationship. The easy-going tendency of individuals nurtures it and helps this hooking culture to bloom bigger and brighter. There is no issue of programmatic life with one permanent partner. The authors herein define the relationship as, "Two individuals, irrespective of gender create bonds that lasts lesser than 'a forever' but fulfills all the intimate instruments in marriage other than commitments and retention of it depends on the circumstances of the complexities so created." This westernized theory was a foreign concept in India until 1978. It was initially void-ab-initio but later via the decision of the Apex Court, such relationships are considered valid. The no-strings-attached arrangement does not include promises, trust issues, and responsibilities as such in its ambit. There is no piece of legislation in our country that governs it but we want a move in that direction.

THE CEREMONIAL CONCEPT OF MARRIAGE:

The concept of marriage dates back to a period even before religious systems were established. In fact, we could say, man was born with it. Marriage was essentially a contract that provided for fecundity and continuation of a clan. It was motivated only for the purpose of satisfaction of urge and procreation. Uncivilized men lived in tribes and had several numbers of mates for the above-mentioned purpose. As they progressed into a society, the system of procreation transformed into an institution called marriage. It was equalized with trade



wherein people entered into a contract and gave dowry as a consideration for marriage. The sole reason for mating was for triggering fertility. The arrangement in marriage later involved the necessity for building a family by mating with an assigned individual. The ceremonial concept of marriage resulted in the family as an institution. Having said that, rules and regulations were brought in to foster people under the same blanket. Love and religion played a role in marriage only in later years. Before the advent of love, a woman was treated as a property of man. In the later years, a man was bound to protect his woman out of love and that was not an obligation then which previously was. With the onset of love, life became polished and a systematic ceremony came into practice. In the Indian background, owing to its diversity, every ethnic group has its own culture for marriage. The Hindus consider it to be a sacrament - "A holy alliance for the performance of religious duties"¹ and not a contract while the Muslims consider it to be a combination of both; a civil contract and a religious ceremony². The ceremonial concept of marriage is coupled with ceremonies distinct to a particular culture. The value of ceremony is clearly laid down by the Courts wherein it held; "No marriage is valid unless it is solemnized with proper ceremonies and rites."³

THE EVOLUTION:

Marriage as a 'contract' remains the same to date but there are enormous changes brought in and about it to the extent that it has resulted

in an evolution today. A strategic alliance was an atavistic approach used for securing properties by uniting empires. In today's era, this is still followed within a family circle to retain homogeneity in their ties. This is a significant custom among the tribes. Since they have their own customs and usages they are not governed by Acts authorized to govern ethnic groups other than the tribes⁴. Consent of the concerned parties did not play a role back then. Usually, women were obliged to marry men whom their father's pointed to. This despotism of male members in families slowly accommodated changes with women exercising their 'Right to Marry'. The Supreme Court viewed the right to marry as a component of the right to life under Art. 21 of the Indian Constitution⁵. The sacramentality in marriages evaporated when civil marriages came into the scene. Registered marriages popularized when love played a wider role than religion. Here, the contractuality in marriages became evident. Divorce as a means of escape from an unsuccessful marriage was not as easy as it seems today because it initially required an act of the Parliament. In 1670, Parliament passed an act allowing John Manners, Lord Roos, to divorce his wife, Lady Anne Pierpon. According to the National Archives of the United Kingdom, this created a precedent for parliamentary divorces on the grounds of the wife's adultery. In India, the option of divorce was earlier available to men who belonged to the elite class. With the introduction of a private members' bill in 1923, women were also given the option for

¹ Bipin chander Jaisinghbhai Shah v. Prabhawati, A.I.R. 1957 S.C. 176 (1956).

² Anis Begum v. Muhammad Istafa Wali Khan, A.I.R. 1933 All. 634 (India).

³ Bhaurao Shankar v. State of Maharashtra, A.I.R. 1965 S.C. 1564 (India).

⁴ Dr. Surajmani Stella kujur v. Durga Charan, (2001) 1 M.L.J. (CrI) 429 (India).

⁵ Lata Singh v. State of U.P. and Another, A.I.R. 2006 S.C. 2522 (India).



divorce but only on grounds of adultery essentially proven. Divorce Reform Act, 1969 made a huge impact by making marriages less complicated through its newly proposed changes. Religion definitely played and is still playing a role in marriages and the same is proved by the prevalence of various personal laws in our country. Marriage has now evolved to a stage where even same-sex marriages are recognized worldwide and the Judiciaries also equally hear the interest of such couples. The freedom of choice is given priority. The underlying concept of marriage as a legal contract is more or less the same but the legal obligations are subjected to differences according to one's preference. We are living in a time where marriages are allowed to be presumed. The transition in this trend is brought to light by live-in relationships.

THE CONTEMPORARY CONCEPT OF MARRIAGE:

The ceremonial concept of marriage has evolved to a stage where a presumption of a relationship defines the standard of marriage. As the authors have defined, the live-in relationship gets the standard of marriage depending on the time period; long term relationship. This type of relationship is seen as progress in society wherein people happily ignore the stigmatized unsuccessful marriages and they look life in a less complicated manner. On the other side of the mirror, the society looks at it as an immoral relationship having pre-marital sex as its only objective. The Judiciary looks the mirror as a whole from the outside and has concluded the image in the mirror to be legal by

distinguishing legality and immorality. In the eyes of law, live-in relationships are seen as legal but in the eyes of society it still is seen as immoral and there's a difference between the two⁶. The society cannot be blamed for not accommodating drastic changes owing to its history and cultural diversity. The legitimacy of marriage was held as a question in a non-marriage relationship till it was clarified by the Supreme Court wherein it clearly pronounced, "With changing social norms of legitimacy in every society, including ours, what was illegitimate in the past may be legitimate today."⁷ There are laws that govern live-in relationships when it matures to be a marriage or is presumed to be but in the initial stage, it is open to exploitation. The contemporary marriage is prevalent only in the urban areas, which constitute 31.16% of the population as per the 2011 census. This unwelcomed concept is making its way throughout the country by upholding the 'right to marry by employing the right to life' strategy. The Supreme Court held that the act of two major living together cannot be considered illegal or unlawful and that it comes within the ambit of right to life under Article 21 of the Constitution of India⁸.

THE INTERPRETATION OF RELATIONSHIP:

The description of a live-in relationship makes it clear that it's a relationship between two people who eventually take the designation of husband and wife. There are instances where the existence of this relationship amounted to fifty years, which made all the difference,⁹ and instances where

⁶ Payal Sharma v. Nari Niketan, A.I.R. 2001 All. 254 (India).

⁷ Revanasiddappa v Mallikarjun, (2011) 11 S.C.C. 1 (India).

⁸ S. Khusboo v. Kanniammal, (2008) 2 M.L.J. (CrI) 1358 (India).

⁹ Badri Prasad v. Director of Consolidation, A.I.R. 1978 S.C. 1557 (India).



it did not end in the right way. To decide cases on this matter, the Judiciary looks into the term of such relationships and thereby it defines the same. In live-in culture, there are two possibilities; one that is presumed to be a marriage and the other one is termed as a “walk-in and walk-out” relationship. In any matter the presumption is rebuttable and the burden is on the person who seeks to deprive the relationship of legal origin to prove that no marriage took place. The Courts opine that if the live-in relationship continued for a long time then it cannot be termed as a “walk-in and walk-out” relationship because a presumption of marriage between the parties enters the scene¹⁰. The interpretation of the type and term of relationship significantly matters in this aspect because it should establish a real relationship and not concubinage. The interpretation of this relationship and equating it to a bonding in the nature of marriage is due to the definition of ‘domestic relationship’ under section 2(f) in the Domestic Violence Act, 2005 which states, “Domestic Relationship” means a relationship between two persons who live or have, at any point of time, lived together in a shared household, when they are related by consanguinity, marriage, or through a relationship in the nature of marriage, adoption or are family members living together as a joint family”¹¹. There are guidelines to identify these relationships and to bring it under one ambit¹²:

- The expression ‘at any point of time’ under Section 2(f) of the Domestic Violence Act connotes a reasonable period of relationship depending upon the facts and circumstances of each case.

- The parties must have shared their household in other words they must have lived under the same roof.
- An amalgamation of the parties’ financial resources. Opening a bank account or acquiring properties in either of their names.
- Making domestic arrangements to maintain the household and thereby being a domestic engineer.
- Physical intimacy with the objective of giving emotional support and companionship.
- The procreation of children is a strong indication of a long-standing relationship.
- Creating the image of husband and wife in public.
- Giving chances to society to presume a legitimate relationship, marriage.

When a relationship is in the nature of marriage it is termed as live-in relationship and the same is interpreted with the above-mentioned guidelines.

DEVONS IN MARRIAGE:

Marriage is a confidential relationship. It has its entire foundation on trust, love and good faith. This contractual agreement comes with rights and duties just like all other agreements. However, the chief obligations are cohabitation and maintenance. This soulful relationship mandates selfless love. Either of the spouses, irrespective of gender, develops a relationship wherein one dwells in dark to light up the other, metaphorically, it is what a matchstick is to the candle. Physical superiority or capability is no bar. Majestically creating a household wherein it is filled with nothing but love and teaming up

¹⁰ Madan Mohan Singh v. Rajni Kant, A.I.R. 2010 S.C. 2933 (India).

¹¹ D. Veluswamy v. D. Patchaiammal, A.I.R. 2011 S.C. 479 (India).

¹² Indra Sarma v V.K.V. Sarma, (2013) 15 S.C.C 755 (2014).



harmoniously to preserve the same, having supreme confidence in each other, taking pleasure in diligently serving each other, adequately spending time with each other to establish the language of love, generously honoring the spouse with the attention that she or he wants, being genuine without being a secret keeper, working congruously for a common future, devoiding the reasonable apprehensions of cruelty, both physical and mental¹³, procreating or adopting children and shouldering them, building up a family and nourishing its fidelity, maintaining the spouse and the children after divorce, letting love to live for eternity and cherishing the same are the obligations in marriage which are imposed on both the genders. These moral obligations are to mold the society at large. The trend of non-obligatory marriages is at peak and that has led to a decrease in the standard of the above-mentioned obligations owing to impermanency in marriage. There are instances wherein a live-in relationship is equated to marriage; however, there is no guarantee that all live-ins will project a relationship in the nature of marriage. One's duty becomes another's right and vice versa. The conjoined interests of the spouses blend their respective obligations in the color of love and make marriage more than a mere contract.

DEVOIRS IN DOMESTIC RELATIONSHIP:

The obligations in a live-in relationship are only to determine the nature of such relationships. The Courts have framed various guidelines in this matter and that helps to interpret the persisting relationship.

¹³ N.G. Dastane v. S. Dastane, A.I.R. 1970 Bom. 312 (India).

¹⁴ D. Patchaiammal v. Velusamy, A.I.R. 2011 S.C. 479 (India).

The live-in culture is generally seen as a less complicated one in comparison to marriage and that is one of the leading factors, which motivate people to adopt the culture. Despite this, there is a mandate for providing alimony or maintenance for female live-in partners on dissolving the relationship. The Protection of Women from Domestic Violence Act, 2005¹⁴ confers economic rights on them. Section 2(a) of the Act, 2005 defines an "aggrieved person" which states, "Any woman who is, or has been, in a domestic relationship with the respondent and who alleges to have been subjected to any act of domestic violence by the respondent." The definition of the above-mentioned word makes it evident that it includes female live-in partners. Adding on, section 125 of The Code of Criminal Procedure, 1973 also includes the female partners under the dependents category. There were instances where, when the partners had cohabited for a considerable period of time, a presumption that it is a valid marriage might arise. The Courts have repeatedly made it clear that women in a live-in relationship do have a claim under section 2(a) of the Protection of Women from Domestic Violence Act, 2005¹⁵ and section 125 of Code of Criminal Procedure, 1973¹⁶. This obligation only on the male live-in partners is arbitrary and unreasonable. The live-in culture in India has made sure that it is women-friendly. The reasoning is provided in the next section.

THE LACUNAE:

In our country, it is the men who are obliged to provide for maintenance after divorce according to section 125 of CrPC. In ordinary

¹⁵ D. Velusamy v. D. Patchaiammal, A.I.R. 2011 S.C. 479 (India).

¹⁶ A. Dinohamy v. W.L. Balahamy, A.I.R. 1927 P.C. 185 (India).



circumstances, considering the empowerment of women, it is well and good. The Apex Court held that **“The first and foremost duty of the husband is to maintain the wife and the child. He may beg, borrow or steal¹⁷.”** Owing to illiteracy, cruelties, brutal and barbarous treatment to women, the decision of the Supreme Court is truly appreciative. In *Dwarika Prasad Satpathy versus Bidyut Prava Dixit*¹⁸, it was held that *“the standard of proof of marriage in a Section 125 proceeding is not as strict as is required in a trial for an offense under Section 494 IPC.”* *The provision under section 125 is not gender-neutral and that is explicit by the use of male gender denoting determinant – ‘his’.* *This obligation in marriage is justified because of its contractuality. ‘Capability to earn’ and ‘the act of earning’ differ from each other and so a woman cannot be denied of maintenance on the ground that she is capable of earning.* Thereby, Courts have held that maintenance to wife *can’t be rejected on the ground that she is earning*¹⁹. *Again, this stands reasonable as imposed by the conditions in the contract. The Courts have followed the same logic in a live-in relationship and the same is certified by a number legal of pronouncements. For instance, the Supreme Court in Kamala v. M.R. Mohan Kumar²⁰ held, “a strict proof of marriage is not an essential in a claim of maintenance under Section 125 of CrPC and that when the parties live together as husband and wife, there is a presumption that they are legally married couple for*

claim of maintenance under Section 125 CrPC” The authors would like to deviate from that logic. In a live-in relationship among heterosexuals, the woman is definitely strong and independent. The unconventional attitude of hers motivated her to adopt this culture. She does not fall under the category of dependents and thereby the male partner should not be obligated to provide for maintenance. **Both the parties enter into this relationship upon their free will and are not forced into unlike the occurrences in certain marriages. Moreover, under section 125(1) (b), the term “wife” includes a woman who has been divorced by, or has obtained a divorce from, her husband and has not remarried.** Thus, a woman who is designated as a wife can claim maintenance on any ground. We must not fail to understand that there’s a significant difference between a wife and a woman who is presumed to be a wife. Accordingly, the provision for maintenance should be significantly different for the above two. Even though section 125 of CrPC is a measure of social legislation and is to be construed liberally for the welfare and benefit of the wife & children²¹, in this aspect of live-in culture it would be a lot more considerate if a narrow reading of the provision is given. Instead of terming it as maintenance, it can be termed as compensation and should make the partners individually liable. The liability should be at the cost of love, which they allowed to disappear mutually.

¹⁷ *Shantha v B.G. Shivananjappa*, (2005) 4 S.C.C. 468 (India).

¹⁸ *Dwarika Prasad Satpathy v. Bidyut Prava Dixit*, A.I.R. 1999 S.C. 3348 (India).

¹⁹ *Sunita Kanchwaha v. Anil Kanchwaha*, A.I.R. 2015 S.C. 554 (India).

²⁰ *Kamala v. M.R. Mohan Kumar*, A.I.R. 2018 S.C. 5128 (India).

²¹ *Shantha v B.G. Shivananjappa*, (2005) 4 S.C.C. 468 (India).

**INDIAN PERSPECTIVE:**

Our country is phenomenally conventional owing to its history and heterogeneity. Cohabitation had been a taboo since British rule. But in recent years, there's a steady increase in welcoming this culture of live-in especially in the metropolitan cities - Bangalore, Mumbai, Kolkata, Chennai and Delhi. The Courts have considered it to be legal primarily to protect the right to life under Article 21 of the Indian Constitution. It is to date seen as immoral by the society. While accepting foreign practices disturbs the sacramentality of marriages, it disturbs the society as well. Public awareness is also not very exhaustive. The backwardness of people always come forward and makes the whole of it to be judgmental. There is no legislation in this regard and that is the reason for the definition of this relationship to be unclear. A ruling on the guidelines has been given in the case of *Indra Sarma v. V.K.V. Sarma*²². The Apex Court held that the live-in relationship was permissible only between unmarried major persons of heterogeneous sex. If a spouse is married, the man could be guilty of adultery punishable under Section 497 of the IPC²³. Living together is considered to be an integral part of the right to life. It was also observed by the Courts that a man and woman living together without marriage couldn't be construed as an offense since the matter in question was the liberty of an individual. Some people are reluctant to change because their prime motto is the preservation of culture and tradition. Per contra, some people readily accept change since they see it as an opportunity for a progressive society. We must remember that everything is tagged with both pros and cons.

²² *Indra Sarma v V.K.V. Sarma*, (2013) 15 S.C.C 755 (2014).

GLOBAL PERSPECTIVE:

Live-in relationship as a culture emanated in the western countries for securing equality since marriage bestowed only a secondary role to the females and to relieve oneself from the devoirs in marriage. It is termed as 'civil partnership' in the United Kingdom and 'de facto relationship' in the United States. This culture is radically increasing across the globe and is governed by legislation. The obligation in this non-obligatory marriage differs but the ultimate object of love remains the same. Every country has its own beautiful picture of history accommodating the evolution of culture and every culture makes the nations of the world significantly distinct. Celebrating their diversity, the gist of international laws on the live-in relationship is presented below:

UNITED KINGDOM:

A civil partnership is a relationship between two individuals recognized by law wherein they agree to lead a life in the style of a conventional marriage but without effectuating an actual marriage. The couple in this partnership is not addressed as husband and wife but as civil partners. Their rights and benefits are identical to the people united by wedlock. The major difference between civil marriage and a civil partnership is that the partners do not align themselves with any religious connotations. They are bonded to each other by a cohabitation agreement and declaration of trust makes each of them aware of their liabilities in acquiring properties. Same-sex marriage came into effect in the United Kingdom only in the year 2014. The same was introduced in the year 2004 by the Labor Government under the Civil Partnership Act applying to

²³ *Lata Singh v State of U.P. and Another*, (2006) 5 S.C.C. 475 (India).



same-sex couples over the age of 16. The country recognized the civil partnership between heterosexual couples on 2nd December 2019. In June 2018, the Supreme Court ruled that allowing only same-sex couples to enter a civil partnership is incompatible with the European Convention on Human Rights. The dissolution of this partnership is similar to that of divorce. Civil Partnership Act 2004 governs this relationship.

AUSTRALIA:

De facto relationship is the phrase coined to people who live or have lived together on a “genuine domestic basis” irrespective of gender. The two conditions that act as an impediment for entering into this relationship are: should be unmarried and should not be relatives. The crucial aspect of this relationship is the lifestyle in a “marriage-like” way. A minimum period of two years of togetherness can be termed as a ‘De Facto’ relationship. It is defined in Section 4AA of the Family Law Act 1975. The criteria for tagging a relationship under the ambit of “genuine domestic basis” has been laid down by the Courts and the same has been enumerated under Sections 4AA (3) and 4AA (4) of the Family Law Act 1975. For that purpose, the duration, living arrangements, degree of financial dependence and interdependence, the existence of a sexual relationship, interest in bringing up of children, public image, registration with the state, ownership of property and degree of mutual commitment between the parties are taken into consideration. The rights of all the de facto couples is similar to that of **married couples. For dissolution of the same, they have a De Facto separation agreement. This relationship in Australia is essentially governed by the Family Law Act 1975.**

FRANCE:

Old-fashioned matrimonies are shunned by the trending civil-unions. France created the system of civil unions in the year 1999 and called it a **civil solidarity pact** or ‘a pacte civil de solidarité’ in French. It has led to a drastic change in the attitude of society at large. It is interesting to note the development of this culture to the extent that shopping marts offer gifts, travel agencies offer honeymoon packages and wedding fairs have been renamed to civil unions. It is celebrated parallel to a wedding. The National Confederation of Catholic Family Associations considered it to be a threat but now, it is in the jam and has said that civil unions are not real threats at all. Dissolving this relationship requires little more than a single appearance before a judicial official. All of it is governed by the Pact, 1999.

CHINA:

China mandates a contract between the people indulging in this type of relationship. Unlike the cohabitation contract, this contract does not look into the financial and other arrangements between the parties but focuses on safeguarding the rights of children born out of such relationships.

PHILLIPPINES:

Live-in relationships are quite common in the Philippines since it is explicitly provided under Article 147 of the Family Code. It states, “when a man and a woman who are capacitated to marry each other, live exclusively with each other as husband and wife without the benefit of marriage or under a void marriage, their wages and salaries shall be owned by them in equal shares and the property acquired by both of them through their work or industry shall be governed by



the rules on co-ownership". It clearly lays down the arrangement that has to be made under this form of relationship.

RUSSIA:

Russian law does not recognize any legal special regime for partnerships or other types of relationships. It, however, recognizes a specific matrimonial regime with respect to properties. Premarital sex and cohabitation are quite prevalent in the country but they value the institution of marriage more. In recent years, civil unions have gained popularity.

UNITED STATES:

The concept of cohabitation was not recognized legally but due to its enormous growth, laws and agreements have governed it. U.S. state matrimonial laws differ from state to state. Some states criminalize cohabitation by aligning it to adultery. Mississippi, Michigan, Florida, and Virginia have laws banning cohabitation. The current rate is 6.8 per 1,000 residents, according to the Centers for Disease Control and Prevention. The live-in relationship culture in the United States is regulated by a prenuptial contract that defines the relationship of the concerned parties, financial and property arrangements between them, bestows rights and imposes duties on them. The arrangement is enforceable in a court of law. It provides security to both parties by including provisions pursuant to the Uniform Premarital Agreement Act. A domestic partnership is different from cohabitation or civil union. All such arrangements are undergoing a drastic change. The Domestic Partnership Act, Domestic Partner Registration Act, Domestic Partner Rights and Responsibilities Act govern it.

Living together is recognized as "common law marriage" by law in Canada and the same guarantees equal rights as married couples under the federal law of the country. Ireland has gone one step ahead wherein the public is demanding legislation to introduce legal rights for "separated" live-in couples. Live-in relationships are legalized under section 25(2) of the Family Law Act, 2006 in Scotland. Cohabitation is seen as a process of societal development and is very common in Germany. The same is not popular in Luxembourg, Andorra, and the Netherlands. The Middle East and other Islamic Countries prohibits this type of relationship and considers it to be an offense.

LEGAL STATUS:

The legal status of the live-in relationship in our country is zero. There is no law in this regard to govern it. There is only judicial pronouncement, which guides it for the purpose of fixing the quantum of maintenance. There are certain laws, namely, Protection of Women from Domestic Violence Act, 2005, Criminal Procedure Code, 1973, and Evidence Act, 1872 which when deeply interpreted gives a meaning for live-ins and recognizes the same. We must remember that change is the only constant in life as quoted by Heraclitus, a Greek philosopher. When we are well aware that we must shelter the changes by framing laws that would prevent unprecedented occurrences. The authors herein propose for a legislation that will regulate live-in relationships in India. We want an Act of the parliament that will provide for the following:

- The definitions of individuals covering all genders, the agreement between them, their relationship, compensation, custody, arrangements, property, public.



- A provision that mandates an agreement before entering into this type of relationship.
- Provision for agreements to be issued by a specific registry for this purpose.
- A provision that mentions a reasonable period for presuming a relationship in the nature of marriage.
- Provision for determining the degree of commitment in all aspects.
- A provision specifying a procedure for dissolving the relationship.
- A provision that allows compensation by both the parties on the dissolution of this relationship.
- A provision for custody of children.
- A provision preventing domestic violence and other related cruelties.
- Provision with regard to non-interference in ownership of partner's properties.
- Provision with regard to non-interference in possession of partner's properties.
- Provision with regard to financial arrangements.
- Provisions relating to inheritance.
- A provision that distinguishes live-ins from marriages.
- A provision mandating the acknowledgment of this relationship in public.
- Provision highlighting the temporariness in this relationship.

The live-in relationship has made its way in our country. There is no point in worrying that “our culture is being disturbed.” These disturbances mold our culture and that will help it to evolve through ages. We will have to equate our culture and values to the quasi-federal constitution of ours. It is neither too rigid nor too flexible. It accommodates decent and ‘the need of the hour’ changes. By incorporating all of it, our constitution has only grown bigger. The 70-year-old document keeping pace with today’s generation is a fact to be awed at similar to our culture. Certainly, there is a difference in the age of it. By accommodating new trends in culture, we are actually appreciating it. The authors would like to conclude by saying that mere regulation does not connote to the idea of encouraging live-ins rather it will prevent substantial deviations from culture.

The above-mentioned provisions might seem knotty and that an Act would make the whole of this relationship way more complicated. But without an Act, as what it is right now, there are chances of serious consequences. By legislating, we are sure to direct these relationships in the direction where the grass is always green.

CONCLUSION: