

BREACH OF PROMISE TO MARRY IN NIGERIA



1. INTRODUCTION

A promise to marry is more than a romantic gesture; it is a legally recognized contract under Nigeria Law. When one party makes a clear and definite commitment to marry another, and the other party accepts, a binding and legal agreement is formed. The breach of this promise gives rise to an actionable civil wrong, and the aggrieved party may seek legal remedies. In Nigeria, a breach of promise to marry is treated as a breach of contract, allowing the wronged party to seek compensation for emotional distress, financial losses, and other injuries. Though marriage is a personal and deeply emotional matter, Nigerian courts however, have held that a breach of promise to marry is not merely a private affair but one with legal implications, especially when it results in emotional distress, financial loss, or reputational damage. This article explores the legal basis for breach of promise to marry in Nigeria, the elements required to establish such a claim, available remedies, and the broader societal implications that often follows a broken engagement.

2. ELEMENTS OF A VALID AND SUBSISTING PROMISE TO MARRY

In law, a promise to marry is considered a contract that can be made orally or in writing, or impliedly and its breach will attract legal consequences similar to a breach of a commercial contract. And Like any simple contract, a promise to marry must contain the following elements:

- **A Clear and Definite Offer or Promise to Marry:** All valid contracts begin with an offer. In this context, the offer must be a distinct and unequivocal promise made by one party to marry the other. Vague statements or casual remarks do not suffice. The court in *Ezeanah v Atta*¹ provided that *an agreement to enter into a marriage should leave nobody in doubt as to the real intention of the parties to enter into a marriage. A mere convivial or romantic relationship without more is not enough for a court to found an agreement to marry. While the law may at times require that an agreement to marry should be in writing, the law will be prepared to hold, in appropriate cases, that the parties intended to marry in the absence of any written agreement.*
- **Acceptance:** Since a contract involves two parties, there must be meeting of the minds (consensus ad idem) that is both parties must be in agreement on the same terms. In the context of a promise to marry, this means that there must be a clear offer to marry which must be accepted by the other party, thereby creating a mutual agreement. A one sided intention to marry is insufficient.
- **Capacity to Marry:** For a promise to marry to be valid and enforceable, both parties must have the legal capacity to enter into marriage, meaning they must be of marriageable age, of sound mind, and not already married under statutory law. The law will not uphold an agreement made with a party who lacks capacity. Only individuals who are legally capable of entering into marriage can validly enter into a promise of marriage.

Under Nigeria Law, the following persons lack contractual capacity to enter into a binding promise to marry:

- Minors (individuals below the recognized marriageable age),
- Persons of unsound mind, and
- Drunken or intoxicated persons at the time of entering into the agreement.

While the Marriage Act does not expressly stipulate a specific marriageable age in Nigeria, **section 18 of the Act**² implies age **Twenty-One (21) years** as the threshold for marriage without parental consent. On the other hand, the **Child Rights Act, 2003** sets the marriageable age at **18 years**. However it is important to note that the **Child Rights Act** has not been domesticated by all states in Nigeria, meaning that the enforceability of this standard varies depending on the jurisdiction. The Constitution did not directly stipulate what the marriageable age is however; it stated that the age of majority is **Eighteen (18) years**. Where a party is found to be incapable either due to age or mental incapacity, the court will

¹(2004) 7 NWLR (Pt. 873) 468

²Marriage Act, 1990



not enforce a promise to marry, as it fails the requirement of a valid contract.

- **Absence of legal Impediments:** The promise must be capable of being fulfilled, i.e., there must be no legal obstacles, such as consanguinity or an existing valid marriage to another person.
- **Voluntariness:** This is another salient element of a valid and subsisting promise to marry. In proving that a promise was made by a party to marry another, it must be shown that both parties freely and willingly consented to the agreement to marry, without any form of duress, fraud, misrepresentation and undue influence. These factors are vitiating element that prevents the validity of a contract (in this case marriage contract). In legal terms, if a promise to marry is not obtained voluntarily, it is voidable or unenforceable as it fails to meet the requirement of a valid agreement.
- **Intention to Create Legal Relations:** Although engagements are generally viewed as social or romantic in nature, Nigeria Law recognizes that once a promise to marry is clear, definite and accepted, it carries legal weight. The courts presume that such a promise is not merely casual or non binary, but one that creates enforceable obligations between the parties, especially when actions have been taken in reliance on the promise.

3. NATURE AND PROOF OF BREACH OF PROMISE TO MARRY

A Breach of promise to marry is a civil claim that arises when one party makes a clear, definite, and accepted promise to marry another person and then unjustifiably withdraws from that commitment. The aggrieved party may initiate legal proceedings seeking damages for emotional trauma, reputational injury, and financial loss suffered in preparation or reliance on the promised marriage.

Forms of breach-

Breach of promise to marry may occur in one of two main forms:

- **Anticipatory breach**, as the name suggests, occurs when one party clearly repudiates the promise before the agreed date of marriage or takes actions that makes it impossible to perform. For instance, if the wedding was scheduled for a future date, and one party cancels it ahead of time, or marries another person, such conduct amounts to anticipatory breach. A key example is the case of *Uso v Iketubosin*,³ where the defendant had promised to marry the plaintiff in 1947 but later got married to another woman in 1957. The court held that the defendant's conduct amounted to a breach of the promise and awarded monetary damages to the plaintiff.
- **Non-performance** occurs when the scheduled date arrives, but one party fails or refuses to go through with the marriage, this constitutes a breach. Even where no specific date was fixed, the law presumes that the promise to marry must be carried out within a reasonable time or at the request of one of the parties. A complete failure to marry under these circumstances constitutes a breach.

PROOF OF BREACH OF PROMISE TO MARRY

In a claim for breach of promise to marry, the burden of proof lies squarely on the claimant, who must successfully establish the essential elements required to sustain the action. The Supreme Court in *Ezeanah v Atta*⁴ laid down essential elements that must be established:

- a) **Existence of a Valid and Definite Promise:** The first step in an action for breach of promise to marry is to show that a clear and unequivocal promise to marry was made by the defendant and accepted by the claimant. There cannot be breach of promise to marry unless there was an actual promise made by the other party to marry whether it is under the Marriage Act or under Customary law or Islamic Law. The promise may be oral, written (e.g. text messages, emails, or letters) or implied (e.g. introduction to family, planning the wedding, or formal engagement ceremonies). This kind of promise is different from hopeful expectations or casual suggestions. It must be concrete and there must be meeting of the minds between the parties. The party making the promise must clearly show his intention (through words, actions or conducts) and the other party the promise is being made must have accepted it.
- b) **That there was failure to fulfill the promise:** The plaintiff must show that the defendant unjustifiably broke off the engagement, either through express words, conduct, or actions (such as marrying someone else or failing to show up on wedding day).
- c) **Resulting Damages:** The plaintiff must prove that they suffered actual loss or harm whether emotional, reputational, or financial as a direct result of the breach.

4. Defenses to the Breach of Promise to marry

It is pertinent to note that the law recognizes certain grounds or defenses that may justify a defendant facing an allegation of Breach of Promise to Marry. As previously stated, a Breach of Promise to Marry can be likened to a Breach of Contract, therefore, the defenses available in a Breach of Contract also applies to Breach of Promise to Marry. These defenses include misrepresentation, fraud, duress, and so on. The defenses are;

- **No valid Promise was made:** The defendant may prove that no clear, definite, or serious promise to marry was ever made, that just vague statements or casual remarks that does not constitute a serious commitment was made. And that vague romantic discussions, casual conversations, or societal expectations are not sufficient to establish a contractual promise, thus no promise to marry was made to the aggrieved party. On the other hand, where the words communicated were formal like a proposal, it can be argued that the marriage proposal was rescinded before the plaintiff communicated their explicit acceptance, thereby shielding the defendant from liability.
- **Mutual withdrawal of the Promise to marry:** Where both parties mutually agreed to terminate the engagement, then neither can be held liable for breach. The defendant can raise the defense that both parties mutually agreed to the termination of the engagement.
- **Fraudulent Misrepresentation or Concealment:** In this case, the defendant can establish that the plaintiff misrepresented or hid important details such as financial status, prior marital background, or health issues that would have affected the defendant's choice to enter into marriage.
- **Justifiable Cause for Withdrawal:** A defendant can lawfully withdraw his promise to marry the plaintiff if there is reasonable justification. These may be – Discovery of fraud, deceit, or criminal behavior by the plaintiff; issues of violence, infidelity, or serious character flaws, and significant changes in circumstances that would render the marriage unreasonable or unsafe.
- **Duress or Undue Influence:** A promise obtained under pressure, manipulation or family coercion can be challenged as not been freely given, and therefore not legally binding.
- **Lack of Capacity:** Where one party lacked the legal capacity to contract marriage at the time of the promise (e.g. not of marriageable age, not of sound mind, subsisting statutory marriage), the promise is void, and no valid cause of action can arise.

In addition to the defenses established above, it is important to note that the burden of proof lies on the defendant to back these defenses with credible and sufficient evidence. This is to ensure a fair process

surrounding breach of promise to marry, which can be complex.

5. LEGAL REMEDIES FOR BREACH OF PROMISE TO MARRY

It is a fundamental principle of justice that for every wrong, there is a remedy i.e., *“Ubi jus ibi remedium”*. Therefore, when one party to a promise of marriage is subjected to injustice due to the breach of such promise by the other, the law will intervene and ensure fair compensation which the most obtainable relief is **damages**. These damages are generally awarded to compensate the injured party for financial losses, emotional trauma, and psychological distress resulting from the breach. Damages may be classified into:

- **General Damages:** These are awarded for non-pecuniary losses such as emotional pain, public embarrassment and loss of expectations.
- **Special Damages:** These cover quantifiable losses such as expenses incurred during wedding preparations, payment for venue, catering, traditional rites, or bride price and so on. However, special damages must be specifically pleaded and strictly proved, typically with documentary evidence such as receipts or invoices.

A frequently asked question is why courts do not grant **specific performance** in breach of promise to marry cases considering that such promises are treated as contracts. And in Contract Law, specific performance which is compelling a party to fulfill their obligation is a recognized remedy. However, in cases of promise to marry, specific performance is not available. This is because the law recognizes the sanctity (the personal and voluntary nature) of marriage, and the court will not compel one party to marry another against their will. To do so would be a violation of their personal liberty and dignity.

In the case of **Mabamije v. Otto**⁵, the appellant, who was the plaintiff at the trial court, claimed that the respondent breached his promise to marry her and sought N20, 000.000.00 (Twenty Million Naira) in damages as well as an order compelling the Defendant to perfect/complete all marriage arrangements earlier made by him. While the trial court initially ruled in her favor, awarding both damages and an order for specific performance, the appellate court overturned the decision, reaffirming that marriage must remain a voluntary union and thus specific performance is not a lawful remedy in such claims.

6. NIGERIAN CASES ON BREACH OF PROMISE TO MARRY

Nigerian courts have through various decisions, recognized the enforceability of Promises to Marry where validly made. Two landmark cases underscore the judicial stance on this issue:

In **Ezeanah v Atta**⁶, the Supreme Court emphasized an agreement to enter into a marriage should leave nobody in doubt as to the real intention of the parties to enter into a marriage. A mere convivial or romantic relationship without more is not enough for a court to find an agreement to marry. While the law may at times require that an agreement to marry should be in writing, the law will be prepared to hold, in appropriate cases, that the parties intended to marry in the absence of any written agreement. The court also stated that a promise to marry is a bilateral affair between a man and a woman, and both parties must be *ad idem* in respect of any collateral arrangements relating to the intended marriage. Breach of this promise is enforceable against the person who breached it.

Similarly, in **Uso v Iketubosin**,⁷ the defendant promised to marry the plaintiff in 1947 but subsequently married another woman in 1957. The court found that the defendant's conduct amounted to a breach of his promise and awarded general damages to the plaintiff as compensation for her emotional and



⁵(2016) 13 NWLR (Pt. 1529) 171 <https://legalpediaonline.com/elizabeth-mabamije-v-hans-wolfgang-otto/amp/>

⁶(2004) LPELR-1198(SC)

⁷(1975) WRNLR 187

reputational injury.

These cases demonstrate that Nigerian courts take such claims seriously and are willing to award damages where a valid claim is established.

7. SOCIETAL AND LEGAL CONSIDERATION TO BREACH OF PROMISE TO MARRY

A breach of promise to marry is a serious matter with both legal and societal consequences. Legally, it is treated as a breach of contract allowing the wronged party to seek damages for emotional distress and other losses. Meanwhile in the society, it can cause significant reputational damage and social disapproval, especially in communities where marriage is highly valued.

Societal Considerations -

In Nigeria society, marriage is deeply rooted in culture, religion, and social expectation. A broken engagement often extends beyond the couple, affecting families, communities, and social standing. Some key societal concerns include:

- **Stigma and Reputational Damage:** In many communities, especially for women, a broken engagement may lead to public shame, speculation or character defamation, often branding the aggrieved party as “used” or “unwanted”.
- **Emotional and Psychological Harm-** Breach of promise can cause significant emotional distress to the affected party. The aggrieved party can experience significant emotional distress including depression, anxiety, and feelings of betrayal.
- **Family Matters-** The breach can also affect the reputations of the families involved leaving a stigma in their various families especially if they are well known within the community and such breach if of public knowledge.
- **Cultural Expectations:** Traditional rites, introduction ceremonies, or payment of bride price may have occurred, raising questions about return of gifts, family honour, and communal obligations.
- **Media exposure:** With the rise of social media, many broken engagement now become public scandals, leading to cyber bullying or unwanted media attention, which worsens the emotional toll.

Legal Considerations

From a legal standpoint, courts recognize that:

- A promise to marry, once validly made and accepted creates binding obligations.
- However, courts balance this with the right to personal liberty, refusing to compel marriage through specific performance, as marriage must be entered into voluntarily and freely.
- **Evidence-** To succeed in an action for breach of promise to marry, the wronged party must prove the existence of a promise to marry and that it was reasonably relied upon, leading to loss or detriment.
- Courts will consider defenses, such as lack of capacity, fraud, or misconduct by the claimant.
- Relief is typically in the form of monetary damages, not the enforcement of marriage, respecting both contract law principles and the sanctity of personal choice.

Thus while the law offers redress, it also ensures that parties are not forced into unions that they no longer consent to. The legal systems aims to provide justice without violating personal autonomy, even in emotionally charged disputes like broken engagements.

8. Real life case scenarios

The scenario of a lady calling off a wedding which was supposed to take place in less than three weeks, recently garnered attention on social media (Facebook) sometime on April 9, 2025, serves as a stark real-life illustration



of a potential claim for breach of promise to marry⁸. While the specifics of such cases often remain within the private sphere unless legal action is initiated, they highlight the emotional turmoil and significant financial losses that can result from such abrupt cancellations, underscoring the gravity of the situation.

In such situations, if one party has incurred significant expenses in preparation for the wedding (e.g., as seen in that scenario where it was stated on the Facebook post that the man had already made financial commitments towards the wedding like paying for venue, catering, attire) based on a clear promise of marriage, and the cancellation occurs without a legally justifiable reason, the aggrieved party may have grounds to pursue a legal claim for breach of promise to marry to recover their demonstrable losses. The social media discussions surrounding such events often reflect the societal interest and emotional investment associated with engagements and impending marriages.

9. Psychological Impact and Legal Support in Breach of Promise to Marry

Marriage is a significant and venerable institution, representing a commitment to love, fidelity, and mutual partnership between individuals. When this sacred bond is compromised, the effects extend well beyond financial losses; they profoundly impact the emotional and psychological health of the betrayed partner. Individuals may experience a complex spectrum of emotions, including acute feelings of betrayal, profound grief, suicidal ideation, and intense anger. Such emotional turmoil can lead to a significant erosion of trust and may also contribute to the development of psychological conditions such as post-traumatic stress disorder (PTSD).

The path toward healing psychologically following a breach of trust is often challenging and multifaceted, encompassing both psychological recovery and emotional resilience. It is imperative for the betrayed partner to actively engage in this healing process to restore their emotional equilibrium and foster resilience for future interpersonal relationships. The role of supportive networks including legal practitioners, friends, family, and mental health professionals is crucial during this period. These support systems can significantly assist individuals in navigating the intricate emotional landscape that often arises in the aftermath of such a traumatic experience.

It is crucial to acknowledge the significant psychological distress that arises from a broken promise to marry. Legal support in these cases must go beyond mere financial compensation; it should also validate and recognize the emotional and psychological impact on the betrayed party. Legal practitioners should actively embrace both facets to deliver robust and compassionate assistance. One may heal from this psychological distress having recourse to any;

- **Seeking professional help:** A therapist or counselor can provide guidance and support as the betrayed party process the trauma and heal emotionally.
- **Build a strong support network:** Loneliness can breed negative thoughts, therefore, Surround yourself

⁸ <https://www.facebook.com/share/p/16E8HWCPXx/?mibextid=wwXlfr>

with loved ones who offer understanding and empathy.

- **Focus on self-care in healing from a false promise of marriage:** Prioritizing your well-being through healthy habits like exercise, sleep, and mindfulness practices empowers you to take control of your emotional well-being and helps you heal emotionally.

It is pertinent to note that, healing from a breach of promise to marry takes time and courage. However, with proper support and self-care, it is possible to rebuild trust, regain confidence, and find love again. Always remind yourself that you are not alone in this journey, and there are resources available to help you heal and move on. The path to healing may be challenging, but it is certainly possible.

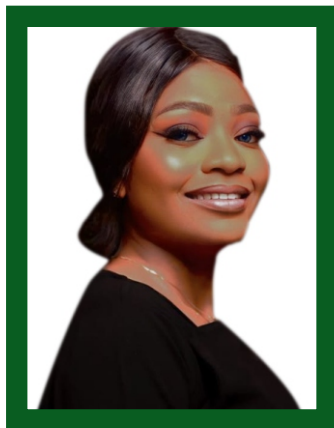
10. Conclusion

Breach of promise to marry under Nigerian law is a complex issue that combines legal principles with personal and societal considerations. The law recognizes that a promise to marry can be binding and provides options for seeking remedies. However, it also respects the fundamental right to choose one's spouse by generally avoiding the enforcement of the promise through specific performance. Instead, the focus is on compensating the injured party for demonstrable losses and, in some cases, for emotional distress suffered. It is essential for anyone entering into a commitment to marry in Nigeria to understand the elements of a valid promise, the ways to prove a breach, the available defenses, and the potential remedies.

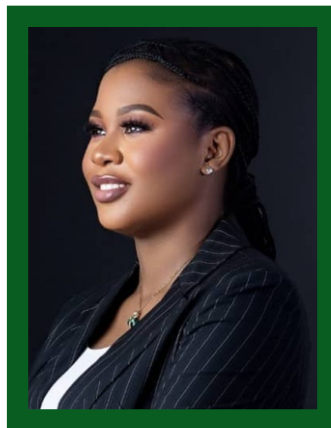
Reference

- Section 3(1)(a)-(e) relates to circumstances that can render a marriage void while sections 15 and 16 provide grounds for dissolution of marriage, the Matrimonial Causes Act, 1970.
- Mabamije v Otto (2016)LPELR 26058(SC)<https://legalpediaonline.com/elizabeth-mabamije-v-hans-wolfgang-otto/amp/>
<https://www.facebook.com/share/p/16E8HWCpXx/?mibextid=wwXlfr>
- <https://lawpavilion.com/blog/the-position-of-the-nigerian-law-on-breach-of-promise-to-marry/>
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