2

CUSTOM AND BETROTHAL

The custom of betrothal or a promise to marriage was traditional and well established in the province of Punjab, and tied two individuals and families into a lasting union. Betrothal was a contract made between parents or guardians of the boy and the girl. This ceremony preceded marriage, and was known as mangni, sak, mangeva, kozhdan, nata or ravara, and the ceremony was also called Sagai.¹ The betrothal was considered as a contract with the boy individually in a very few tribes; usually it was looked upon as a contract with the boy’s whole family.²

The present chapter delves into this custom and tries to locate it in various tribes, areas and religions of the colonial Punjab. The chapter has been organized into four sections. The first section identifies the different forms and types of betrothal prevalent at that time. It will focus on the age when a person could be betrothed, whether there were any similarities or variations in the observation of the custom across the district and with the issue of consent for the betrothal to and the making of the contract of the betrothal. The second section mainly centers on the rituals observed to celebrate the custom, the similarities and disparities in the variety of ceremonies performed. The third section studies the annulment of betrothal and causes and implications of the same. The fourth and last section investigates the role of the State and whether there was any change in the customs over a period of time.

¹ The custom of betrothal had various forms and different practices and rituals were followed for its observance in different areas. Primarily four major types of betrothals can be identified. First was Dharm where no consideration was taken for the girl. The second was Watta Satta or Batta Satta as it was known in Ambala, where another girl was promised in return for girl to be married into the family. It was further of three types. Amho Samhni was the kind where one girl was promised. In Trebhang three betrothals were made in common with one. And finally in Chaub four betrothals were made. On similar lines the Rains in Sirsa district made exchange

² Customary Law Sirsa 1882 (henceforth Customary Law would be referred to as C.L.)
betrothals which were called badleke sak. Each family agreed to give a girl to the other. The third kind was that of Takke where cash payment was made in return for gift of the girl. It was also known as takkian di puchar and dambah in Ludhiana. One other form of betrothal prevalent in some hill tracts was called ghar jowatri. Here the would-be bridegroom worked for the family of the bride for a fixed period of time which was sometimes as long as 10 years. He was given the girl on the completion of that period. This was practiced by those who could not afford to pay the bride price. It was also known as marriage by service.

The initial three main types of betrothal were observed in the Muslim districts of Muzaffargarh and Mianwali. Takke, where cash payment was made for the girl, was observed in almost all the districts. It was known as dambah in Ludhiana district. Ghar jowatri was observed in the hilly districts of Simla and Kangra. Exchange of betrothal between two families was considered very disgraceful in Karnal district and known by the name of Santa Nata. If it was done then only tripartite betrothal was done that is A betrothed B, B with C, and C with A. Though the first type i.e. dharm was the ideal form of betrothal but the second and third type i.e. exchange betrothal and the betrothal on payment of some money was gaining ground and becoming more prevalent. This could be because the girls were less in number and more in demand. We come across cases where exchange betrothal took place in the districts of Ambala, Jhelum, Delhi, Amritsar, Hoshiarpur, Sialkot and Karnal. The betrothal where money was taken for the girl was found in the districts of Shahpur, Ambala, Mianwali and Jhelum. In some districts as Mianwali all three forms of betrothal were prevalent. The fact was that the second and third form of betrothal was widespread in the whole province.

Generally no particular age limit was fixed for betrothal by custom. Sometimes it was made even before the birth of the child. Even ante-birth betrothal was not very unusual. There were cases where a girl was betrothed on the day of her birth only. In the same manner we come across cases where the man was betrothed even at a mature age of 50 years. Usually the age when the betrothal took place ranged from 10-15 years.

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1. C.L. Sirsa 1882.
2. H.A. Rose, Glossary of the tribes and castes of Punjab and North West provinces, 786.
3. Census of the Punjab 1911, 251.
4. Denzil Ibbetson, Report on the Revision of Settlement of the Panipat Tahsil and Karnal Parganah of the Karnal District 1872-80, C.L. Panipat 1883, 12.
An overview of betrothal in the districts of the Punjab underlines that it could be any age after birth. There existed a custom where the girl was betrothed on the day of her birth. The boy’s guardian put a rupee in the vessel in which the female infant was washed. This custom was known as *thikre ki nishat* and was observed among the tribes of Biloches, Pathans and Sheikhs in the Rohtak district.\(^7\) In Ambala district betrothals during infancy were common. A case had been quoted where a boy of 4 months was betrothed to a girl of 1 month.\(^8\) Some tribes betrothed their children at such a young age as that of a month and a quarter.\(^9\) In Gujranwala, it usually took place after one year from birth. It was not common to betroth the child below 5 years. The age limit was about 5 -6 years in Ludhiana district. The maximum age was that of 40 –50 years as mentioned by various districts.\(^10\) In the same district, the age of betrothal varied in Hindus and Muslims. Girls were betrothed at a younger age than the boys. The general age for the betrothal of the girl was 10 – 12 years or even older as the older girls fetched high prices. Boys were betrothed at 18 – 20 years as parents could collect enough money to pay for the girl.\(^11\) In Jullundur the girls were betrothed usually between 3 and 12 years and boys between 5 and 15 years and in Hissar the betrothal was arranged between the age of 3 and 15 years. In Lahore district the general age for betrothal was 9 -12 years and in cities the betrothal was contracted during infancy but in well to do families the boy was betrothed by the age of 4 - 5 years.\(^12\) And the age was between less than a year to 30 years or more in Sirsa. In Multan children were betrothed at much later age than in Punjab proper as expenses were comparatively small.\(^13\) In Dera Ghazi Khan 5 years was the lowest limit of age and generally betrothal happened before the girl was 12 years old and among Bilothes it could be postponed till age of 16 and she was betrothed before the age of 18. Usually it could be any time after birth.

As in Jhelum and Mianwali districts betrothal among Muslims took place at a later age between 10 and 15 years whereas it was before 10 years amongst Hindus. In the districts of Shahpur and Mianwali the usual age for marriage for Muslims was 10-

\(^7\) C.L. Rohtak 1911.
\(^8\) C.L. Ambala 1887. 5.
\(^9\) *IBID.*
\(^10\) C.L. Shahpur 1896 : C.L. Ambala 1918.
\(^11\) C.L. Ludhiana 1885, 25. (District Gazetteer would be referred to as D.G.)
\(^12\) D.G. Lahore 1916, 39, 41.
\(^13\) D.G. Multan 1923. 24, 81.
Child Betrothal
15 years and it was 8-12 years for the Hindus. The children were betrothed at the age of 15 years in case of boys and 13 in case of the girls in Rohtak district.

The betrothal in poorer classes did not take place till about the age of puberty. It was considered a disgrace for the family if the girl was unmarried even after reaching puberty. Multan district provided for the widest range of ages of betrothed children. It ranged from 5 to 15 years among the Brahmans, Rajputs and Ahirs. In Shahpur the instances were found where the persons had been betrothed at the age of less than a year and varied from a year to more than fifty years of age. By the early 20th century the age of betrothal seems to have advanced to 12 years for the boy and 8 or 9 years for the girls, as in Ambala by 1918. Another restriction at this time was that betrothal during gestation period was prohibited. Some change had taken place with time with regard to age of betrothal which had become higher.

Several factors determined the age of betrothal of the child. Those Muslim tribes where first cousins were allowed to inter-marry married early. The social status of the family was another determining factor. The means of the family was also given importance which was known as takat or furshat. Usually rich people married their children at an early age. It was very common among well to do families in all the tribes to betroth their children at a very young age which could be even less than a year. Instances have been cited in Mianwali district where the betrothal was made when the children were very young in wealthy families. On the other hand the betrothal in poorer classes did not take place till about the age of puberty. Nevertheless, Rajputs, both Hindus and Muslims, betrothed their children at a comparatively advanced age owing to their high social status and also because widow remarriage was not common among them. Likewise where money consideration was taken, the parties were much older and vice versa. e.g. Jats usually took money for their daughters and they betrothed their children later. The older girls always

14 C.L. Muzaffargarh 1925, 13; C.L. Mianwali 1908; C.L. Shahpur 1896.
16 C.L. Ambala 1918.
17 C.L. Ludhiana 1911, 2.
18 C.L. Sirsa 1882; C.L. Gujranwala 1914, 4.
19 C.L. Jullundur 1918.
20 C.L. Muzaffargarh 1925, 13; C.L. Mianwali 1908; C.L. Shahpur 1896.
21 C.L. Ludhiana 1911.
22 IBID, 2.
fetched higher prices and here the boys were married late so that parents could collect sufficient money to pay for the girl.  

While most of the tribes preferred a girl younger than the boy, others opted for the elder girl deliberately. It was desirable that the girl should be younger than the boy but the contrary also happened. It was preferable if she was two years younger than the boy so that they reached puberty at the same time. Some time the girl was even ten years elder to the boy because the in-laws wanted to utilize her services. The girls in Rohtak district were often older than the boys and it also caused troubles frequently. Certain villages in Rohtak district had the ‘wicked reputation of getting older girls than boys so that the fathers of the boy husbands might have illicit enjoyment of them’.

Hence, no uniform picture emerges concerning the age when the child was betrothed. It varied and could be from pre birth to 50 years. Every district had variations regarding the age, but common average age was around 10 years. In western districts, where the majority of population was that of Muslims, betrothal and marriage of children took place at a later age. Hindus married their children at a younger age. Similarly, the districts having large population of Hindus as in southeast Punjab also married their children at a younger age. The other variation that came out was that while a younger bride was favored in all districts, but an older bride was preferred in certain districts as Rohtak. Another thing which was evident was that people tended to marry their girls at an earlier age than boys, provided money was not exchanged for her.

The general feeling was that the girl was a valuable piece of property and betrothal was a contract to transfer the ownership of the girl to the boy’s family when she reached the marriageable age. Since there was a dearth of women, she was valued and large sums were sometime paid as a consideration for the girl. Betrothal had always something of the character of a sale. Money played a principal part in

23 IBID.
24 C.L. Delhi 1911; C.L. Jullundur 1918.
25 C.L. Mianwali, 5.
26 C.L. Muzaffargarh 1925; C.L. Shahpur 1896, C.L. Delhi 1911.
27 C.L. Rohtak 1911, 7.
28 C.L. Shahpur 1896, 24; C.L. Sirsa 1882.
29 C.L. Mianwali 1908, 9.
ceremonies which completed the contract. Though the practice of taking consideration for the girl was condemned, it was on the increase among the poor classes. It was recognized that the custom of wife purchase was malicious and people were deplored its growing presence. In Ambala district the custom of selling girls as wives had spread to every tribe and particularly it was on increase among the Khatris. Saiyads, Sheikhs and Rajputs were the exceptions. A very large sum of money was exchanged amongst Banias. Among Jats, Gujarans, Kambohs, Arains and Sainis marriage did not take place unless the girl was paid for in cash or kind. It meant that due consideration had to be paid for the girl or another girl had to be given in exchange. Among Muslim Gujarans the betrothal was more of the nature of a bargain in which the bride was sold for a price. The money usually passed among Jats in Ludhiana district. Awans had the custom where the boy’s father paid Rs 21 to the girl’s side at the time of betrothal and Rs 21 when the date for the wedding was fixed (sambah) and the price was rising. Sometimes the girl’s family who took money from boy’s family at time of betrothal tried to delay marriage and exacted a large sum of money and property. They even threatened that unless their demands were complied with, they would marry girl into some other family. It might be due to the strong prejudice against this custom that the feeling was carried so far that a man would refuse to eat at his son in law’s house or even at his village. Respectability required that a man should be always giving to his daughter’s house and should never take anything from it. This was in response to the malice against the bride price.

The Bhats said that parents of the girl were paid Rs 80 for the marriage expenses at betrothal or later but before marriage. Some other tribes also made cash payments for girls but were reluctant to get it recorded when the government surveys were undertaken. The girl was considered an expense and a burden and her parents were happy to betroth her suitably. The lower classes also sold their daughters. Generally the payment was accepted silently but if girl’s side did not trust the other side announcement was made publicly and money was paid in two installments, one at time of betrothal and other at the time of marriage. Hence, the custom of bride

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30 C.L. Sirsa 1882, 91.
31 C.L. Ambala 1918.
32 C.L. Hissar 1913.
33 C.L. Shahpur 1896, 25.
34 C.L. Sirsa 1882, 93.
35 C.L. Gurdaspur 1913, 7.
36 C.L. Jhelum 1901.
price had spread in all the districts of Punjab. With time the custom was on the rise. It was reported in Ambala that no marriage took place unless money was paid for the girl to be betrothed. The main reason was that the girls were in scarcity. The only variation that was noted was that the buying of wife was on increase and had spread to every tribe to some degree.³⁷

The universal rule was that neither a minor boy nor a minor girl could contract his or her own betrothal. A man of full age could make a betrothal for himself but a woman could never arrange it for herself.³⁸ In most of the districts an adult boy could betroth himself though mostly it was solemnized by elders. In some tribes the boys were given the permission to make a betrothal but on the condition that it would be only in his brotherhood (hiradri). In Ambala district it was generally stated that neither the boy nor the girl’s consent was required but still most tribes agreed that the boy was consulted if he was over 20 years of age. ³⁹ Still some exceptions were noticed where the boys and girls were allowed to make their own betrothal contract if they were adults. The adults, whether boy or girl, could contract their betrothal in Kullu district. Most tribes agreed that the boy was consulted if he was over 20 years of age. ⁴⁰ Though Janjuas and Awans of Jhelum said that the consent of adults, both male and female, was sufficient for their own betrothal, it was not considered right to make a betrothal on such consent alone.⁴¹ Even Rajputs, Jats, Rors, Gujars of Kaithal district required the consent of both boy and girl. All tribes of Hissar and only the Chakwal tribe of Jhelum, stated that an adult male could make the contract of betrothal himself if his parents were dead. Otherwise even when the parties were adult the consent had to be obtained of the guardian.

The children of men serving in the army were sometimes betrothed against the wishes of the father. Though it was not invalid but was not approved by the public opinion. If father and grandfather were not alive and girl was of 16 years and not betrothed yet, her consent was a must for her betrothal. Khatris and Brahmins of the

³⁷ C.L. Ambala 1918.
³⁸ C.L. Ambala 1887 or 1918; C.L. Moga . Zira, Ferozepore 1890; C.L. Dera Ghazi Khan 1898; C.L. Delhi 1911; C.L. Ludhiana 1911; C.L. Gurdaspur 1913; C.L. Gujranwala 1914; C.L. Jullundur 1918; C.L. Gujrat 1922; C.L. Montgomery 1925; C.L. Mianwali C.L.Srisa, C.L.Hissar, C.L.Amritsar 1947; Pathans and Shekhs of Jhajjar, Rohtak district.
³⁹ C.L. Ambala 1887 or 1918.
⁴⁰ C.L. Ambala 1887 or 1918.
⁴¹ C.L. Jhelum 1901, 18.
same district said that the consent of parties themselves was not necessary, rather the father or guardian of the parties made the contract of betrothal.

A girl could never contract her betrothal even if she was a major. There was a strong objection among the people against the girl marrying in opposition to the wishes of her parents or near agnates. They wanted such marriages to be declared null and void, despite the fact that these marriages were legal under the Muslim law. 42 “Her consent to her own betrothal was considered immodest”. 43

In some districts the girls of age many a times went against the custom. Many a times girl persuaded her parents for particular contract and in rare cases, she even fled away when not married according to her own choice. 44 The Jats had quoted various instances where the girls eloped and then married against the wishes of the parents which was subsequently recognized by the court or community. 45 So much so that among a section of Pathans, viz., Khataks recognized elopement a preliminary to marriage which was later recognized by the relatives. 46 Likewise it was very common in Shahpur district for the girl to run off with the man of her choice. 47 One or two cases were quoted amongst Rajputs and other Muslim tribes where a grown up daughter had contracted a marriage without consent of her parents. 48 Sayyads of Mianwali district followed Muslim law which means that they allowed their adult daughter to enter into a contract of her own betrothal even in the presence of parents. 49 Similarly the exception was found in Kullu district where the adults, whether boy or girl, could contract their betrothal.

The consent of parents or guardians to the betrothal was usually indispensable. 50 The eldest man according to the pedigree in the direct lineage had a preferential right to contract a betrothal. The right to betroth children laid mainly with the parents of the boy or girl. 51 All tribes agreed that the father had the first right of making the contract of betrothal. If father was dead then different tribes in different

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42 C.L. Shahpur 1896
43 C.L. Delhi 1911.
44 C.L. Muzaffargarh.
45 C.L. Mianwali. 9.
46 IBID. 9.
47 C.L. Shahpur 1896. 21.
48 C.L. Ludhiana 1911. 2.
49 C.L. Mianwali 1908. 9.
50 C.L. Jullundur 1918; C.L. Jhelum 1901; C.L. Ludhiana 1911; C.L. Muzaffargarh 1925.
51 C.L. Delhi 1911; C.L. Sialkot 1917; C.L. Moga, Zira and Ferozepore 1890; C.L. Hissar 1913;
C.L. Jullundur 1918.
areas had assigned the responsibility to different relations. In most of the cases after father his nearest male relatives were entrusted with the job. In some areas eldest brother of the girl had the right to make contract. The order varied with the districts and tribes. As in Pakpattan tahsil after father the elder brother had the preferential right, then mother and last were near collaterals.

Sometimes different set of relatives were entrusted with charge of betrothing boy and girl. As in case with regard to betrothal of boy in tahsil Dipalpur father, elder brother or paternal uncle or mother were given the right to betroth and girl could be betrothed by father, brother, mother and then near collaterals had the right to betroth. Among Muslim Rajputs, Bishnois and Bagri Jats the adult brother of the girl had preferential rights and failing him the mother was given the right to betroth. In some areas eldest brother of the girl had the right to make contract. The Mahajans in Hissar district gave this right to the paternal grandfather. Brother of the father had a better right to make the contract if he enjoyed good relations with the deceased father. He was preferred to the mother in most of tribes of Hissar. Different tribes in different areas had thus assigned the responsibility of betrothal after father’s death to different relations.

Mother was generally not given any power to make betrothal. Though she was rarely given the right to betroth on her own, yet her consent was usually taken. Hindus of Muzaffargarh district considered it necessary to consult the mother while making the contract of betrothal. In Gurdaspur brothers, kindred within fourth degree had the right of making the contract and in their absence only the mother was given the power. In some cases mother was given the right to betroth but only with the consent of her husband’s baradari and sometimes mother was given the power only if there were no kindred within the fourth degree. Though mother’s word carried weight but if there was a disagreement the nearest male agnate had the final

52 C.L. Delhi 1911; C.L. Sialkot 1917.
53 C.L. Montgomery 1925.
54 Tarars, Kukaras, Saiyad tribes of tahsil Hafizabad; C.L. Gujranwala 1914, 3.
55 C.L. Sirsa 1882, 34.
56 C.L. Muzaffargarh 1925, 3
57 C.L. Gurdaspur 1893, 3.
58 Muslims of Ludhiana, Gurdaspur tribes of Sialkot and in Moga, Zira and Ferozepore.
decision in the matter. Sarsut Brahmans of Sirsa allowed the mother to betroth the child without any interference if father was dead.\textsuperscript{59}

However there were certain tribes where mother had no right to even give consent for betrothal without the consent of the guardian.\textsuperscript{60} In Gurdaspur brothers, kindred within fourth degree had the right of making the contract and in their absence only the mother was given the power.\textsuperscript{61} The disputes over the matter many a time also led to riots. In a gruesome instance in Shahpur district at Busal the mother betrothed her daughter to the boy, which was opposed by the male agnates and the latter killed both bride and bridegroom. As a result they were hanged.\textsuperscript{62}

Certain exceptions were also noticed. In case the grandfather was alive, he preferred to make the contract among Mahajans of Hissar. It is noted that if the grandfather retained the management of the estate, then it was he who arranged the betrothal.\textsuperscript{63} In Jullundur if father was not alive and there were mother and brother of full age then the brother consulted the mother and her consent was necessary. If there was no adult brother then the mother consulted the nearest collateral of her husband. If both the parents were dead and there was no adult brother, in that case the consent of the nearest collateral of the dead father was necessary.\textsuperscript{64} Muslim Rajputs, Bishnois\textsuperscript{65} and Bagri Jats allowed father’s brother to make a betrothal contract, and the mother’s right to betrothal was taken over by the brother. In fact, the girl’s betrothal was contracted by taking money and was profitable, so the kindred did not want to give this right to the mother.\textsuperscript{65}

Among Muslims of Mianwali district the father, grandfather and the brother made the contract in that order. The mother was given the chance to do so only if earlier mentioned relations were not there and also father’s brother was not there. Hindus simply said that the father or the legal guardian had the right to betroth.\textsuperscript{66} They were father, elder brother, grandfather, paternal uncle, mother and other agnates.

\textsuperscript{59} C.L. Sirsa 1882. 35.  
\textsuperscript{60} All tribes of Gujrat except those of Hindus of Gujrat and Kharian tahsils; C.L.Gujrat 1922. 5.  
\textsuperscript{61} C.L. Gurdaspur 1893, 3.  
\textsuperscript{62} C.L. Shahpur 1896.  
\textsuperscript{63} C.L. Sirsa 1882, 35.  
\textsuperscript{64} C.L. Jullundur 1918.  
\textsuperscript{65} C.L. Gurdaspur 1893.  
\textsuperscript{66} C.L. Mianwali 1908 . 6.
Some tribes like Gakkhars, Janjuas, Awans and Chakwal Muslims omitted the mother but some placed her before the uncle.\textsuperscript{67}

In Mianwali district also the girls of age many a times went against the custom. The betrothal or giving away of a girl was jealously guarded and vigorously enforced in Mianwali. Betrothal made contrary to the wishes of strong agnates generally led to litigation and often to violence. Among Hindus in Mianwali district the contract was made by the father and in his absence by the legal guardian. Though the consent of the mother was taken but her refusal did not carry any weight. Still disputes were common where mother wanted to give her to one man and brothers or agnates to the other.\textsuperscript{68} A complex pattern of customs thus existed in relation to betrothal of children by parents, guardians or relatives. No clear cut picture emerges in the context of area or religion, though the mother was seldom given such right in most cases.

The minor could reject the betrothal on attaining majority. A major boy could reject a betrothal that he disliked and his relatives would betroth him somewhere else. In a case cited a Pathan had betrothed his son when he was minor, but on attaining adulthood he was unwilling to fulfill the contract and his father cancelled the engagement and married him elsewhere.\textsuperscript{69} Pathans of Guriani zail and the Biloches dissented the custom and said that the boy had no such option.\textsuperscript{70}

II

The betrothal was marked by many ceremonies and formal procedures that were celebrated in the house of the boy. Generally in all tribes two distinct set of ceremonies were held for betrothal and marriage with a considerable interval between the two but some poor people of so called ‘inferior’ tribes combined the ceremonies of betrothal with those of marriage.\textsuperscript{71}

The betrothal was first informally arranged by the parents and if everything was found satisfactory only then the formal betrothal was proceeded with. Initiative in all the tribes was generally taken by the girl’s side. The ceremonies took place at different stages. The initial stage being when the bride’s father sent a representation to

\textsuperscript{67} C.L. Jhelum 1901, 18.
\textsuperscript{68} C.L. Mianwali 1908, 9.
\textsuperscript{69} C.L. Rohtak 1911, 7.
\textsuperscript{70} \textit{Ibid}
\textsuperscript{71} C.L. Sirsa 1882, 84.
the bridegroom’s house. The bride’s father sent his family nai or barber with one rupee and a coconut to the house of bridegroom who was called dulha or nosha. Among Muslim Gujars the betrothal was more of the nature of a bargain in which the bride was sold for a price. Someone from the bride groom’s village was sent by his father to sort out issues with the bride’s father. Earlier the messenger used to give Rupees 2 to the girl’s father and later it was rupees 21 and they were also given some clothes in return. The necessary second formality of the valid contract of betrothal was the giving and receiving by the parents or next of kin of the betrothed parties of certain conventional gifts of food and clothes, known as shagan. The shagan was presented to the boy in the presence of brotherhood and later sweets were distributed and some presents, especially chunni was sent to the girl. Four things were considered essential for the solemnization of betrothal by the Jats. They were a meeting of the brotherhood, prayer, presentation of some gift to the girl (as dress or ornament) and distribution of sweets. The main feature was the offer and acceptance of the alliance at the girl’s house. In Mianwali district offering ceremonies were held to formalize the betrothal. Different district and communities had varied customs regarding the same. Brahmin or barber was sent to the boy’s house for Rokna ceremony. Jats and Gujars sent Rupee 1 to the boy where as Muslim Rajputs sent Rupee 1 or ring or horse or other precious gifts. Among Hindu and Rajputs, Brahmins brought nothing for Rokna it was only later at Sagai. In betrothal by purchase the initiative was taken by boy’s people in north east Punjab also the initiative was taken by the boy’s people. Mainly either boy’s relations or girl’s relations went to the other side with shagan or vadhai which consisted of certain items as gur, clothes, ornaments, mehandi and some token money as rupee. The components of shagan varied according to economic status of the family. In some districts only the lagi or messenger as barber, bard or Brahmin carried the shagangj and presented it to the boy. The common feature was the presence of relatives on the occasion so that the engagement was made public. Sweets were distributed. In some tribes prayer was also made and qazi called for the proposal and acceptance called Kabul – I – Ijab. Hindus stressed that no expenditure should be incurred by the boy’s father. A distinct

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72 Hindu Jats. C.L. Hissar 1892.
73 D.G. Hissar 1892.
74 C.L. Gurdaspur 1893 & 1913, 7.
75 C.L. Dera Ghazi Khan 1898, 3.
76 D.G. Ambala 1925, 47.
77 H A Rose, Glossary of the tribes and castes of Punjab and North West provinces.
custom called *hiski* was also observed in some tribes with a special ceremony where red cloth was draped over the girl’s head. The sheep or goat was slaughtered and meat was distributed among the relatives. It was mainly celebrated by the Biloches.78 Interestingly, in Ambala even Muslims employed Brahmin as a messenger.

The Jullundur district had the maximum variations regarding formalities observed in solemnizing contract. In Jullundur district varied and diverse ceremonies were held for different tribes. These ceremonies have been talked about at length in the manual of customary law of the district. The Hindu Rajputs of Hoshiarpur district compared the horoscopes of boy and girl, and if no horoscope existed then one was made for the purpose. Things moved further only if the result was satisfactory. In the front of whole *biradari* one *chohara*, than of cloth and rupee was given to the boy. Horoscope was not consulted in the case of Muslim Rajputs.79

The Hindu members of the tribes as Tarkhans and Lohars went for double and reciprocal betrothal. That is the father of the girl demanded a girl in exchange from the father of the boy for some of his male relations. In the same district among the Chuhras where the consideration was taken for the girl, the girl’s father brought a flat dish (*thali*) and the boy’s father put betrothal money on it which could be as much as 50 rupees.80

In some districts the contract of betrothal was written one whereas in other districts verbal promise and ceremonies were adequate. The contract was never written in Shahpur district. There was a practice in some districts where *lambardar* maintained specific register for the purpose and contracting parties had to sign it or put a thumb impression.81

Engagement was not a necessary preliminary of betrothal. As in the case of Rajputs they did not observe formal betrothal at early stage as they married late and feared that if one of the children died money would go waste. For Gujars an engagement ceremony constituted betrothal.82 Female relations never went for the

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78 C.L. Dera Ghazi Khan 1898, 2.
79 C.L. Hoshiarpur, 3.
80 C.L. Sialkot 1917, 6.
81 Hindu Jats, Sainis, Kambohs, Labanas, and miscellaneous Hindus of Jullundur tahsil; Gujars, dogars, Arains and Awans of Phillaur tahsil, Sayyads, pathans, Sheikhs and Mughals and miscellaneous Muhammadans of Phillaur tahsil almost the whole Jullundur tahsil.

32
formalization of betrothal with the shagan. However, among the Khukhrain Khatris of Shahpur the females went to the boy’s house with shagan. Betrothal was considered binding after formal procedures. In Gurdaspur district, after all the formalities were observed the contract of betrothal was considered irrevocable. In Jhelum district the contract of betrothal was revocable unless the formality was waq which was to all intents a marriage and not betrothal. Muslims of Mianwali district considered the betrothal as revocable at any time before the nikah. No major change was witnessed in the ceremonies in Gurdaspur district. Very little change was witnessed in Sialkot district too where the ceremonies remained more or less the same. With time however, the amount of money sent had increased and was no longer only Re 1. Another variation noticed was the tendency to curtail religious ceremonies and to conduct negotiations themselves without the necessity of a go-between. A new ceremony called Anand ceremony was appearing among the Sikhs. Two cases have been cited where the Anand ceremony was performed instead of the chaunk ceremony at the betrothal.

III

Betrothal was considered binding but in practice this bond could be broken and it was seen that a man could marry other woman before marrying the one to whom he was first betrothed. Priority in betrothal entitled woman to priority in marriage. A man who had contracted betrothal was not entitled to marry another woman before he married her to whom he was first betrothed. Otherwise the betrothal got cancelled. Khatris, Aroras, Jat Sikhs, Kamboj, Pathans, Mahtams, Wattus, Rajput Muslims of Pakpattan tahsil, Hindus and Awans of Mianwali, Rohtak; Awans, Gondals, all Hindus and almost all Muslims of Shahpur, Bagri and Sikh Jats, Banya, Rora, Brahmin, Rains of Sirsa, Hoshiarpur, Hindus of Dera Ghazi Khan, Gujrat followed this practice. There are nine such instances to support this fact. If he did marry another woman first, the girl’s relatives were at liberty to cancel the betrothal.

83 C.L. Shahpur 1893, 3& 1913, 7.
84 C.L. Jhelum 1901, 18.
85 C.L. Sialkot 1917.
86 Riwaj-i-am, C.L. Hoshiarpur 1914, 6.
87 Ibid
88 C.L. Ludhiana 1911; C.L. Gurdaspur 1913; C.L. Gujranwala 1913; C.L. Hissar 1913; C.L. Gujranwala 1914, 3.
89 C.L. Sirsa 1882, 74; Jat and Bilooh Muslims, C.L. Dera Ghazi Khan 1898, 3, Rajput and Jat Muslims of Sirsa district and some tribes of Pakpattan and Dipalpur as Sayyads, C.L. Montgomery

33
<table>
<thead>
<tr>
<th>District</th>
<th>Social group</th>
<th>Ceremonies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hissar 1913</td>
<td>Hindu Rajputs</td>
<td>Brahman or barber sent to boy's place by girl's father</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shagan sent and tika put on boys head</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sweets distributed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After one or two months cloths and ornaments sent for the girl.</td>
</tr>
<tr>
<td>Brahman</td>
<td>Same as above. Only bangles were sent for the girl.</td>
<td></td>
</tr>
<tr>
<td>Bagri and Deswali Jats</td>
<td>Barber sent to boys place by girl's father.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shagan sent and put in boys lap.(one rupee, 5 yards cloth, coconut)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sugar distributed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Barber given money and 24 yards of cloth.</td>
</tr>
<tr>
<td>Dogars</td>
<td>Boys sister, father's sister, father's brother's daughter and some near relations went to girls house. They were served cooked rice. Female relative put some of rupees 2 in earthen pot and girls father gave her a colored sheet(chhail). Mehndi put on the hands of girl and boy. Ornaments worth Rs. 20 sent to the girl(optional).</td>
<td></td>
</tr>
<tr>
<td>Jat Sikhs</td>
<td>Brahman and barber accompanied girl's father to boys house</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shagan sent and tika put on boys head</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sweets distributed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>After one or two months cloths and ornaments sent for the girl.</td>
<td></td>
</tr>
<tr>
<td>Pathans</td>
<td>Only verbal agreement.</td>
<td></td>
</tr>
<tr>
<td>Muslim Rajputs</td>
<td>Same as a Hindus Rajputs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4-5 yards of cloth sent to boy's house</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sindara sent to the girl which consist of silver hand rings, neck ornaments and sweets.</td>
<td></td>
</tr>
<tr>
<td>Muslim Jats</td>
<td>Same as Muslim Rajputs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Never in writing.</td>
<td></td>
</tr>
<tr>
<td>Mahajans</td>
<td>After the approval of the relation, barber or Brahmin sent with Re 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Takka badalna ceremony where 4-8 takkas as mansuri exchanged by girls and boys father.</td>
<td></td>
</tr>
</tbody>
</table>

1925; Chishtis, Arains, Hans, Rajputs, Joyas, Jat, Muslims; Jullundur, tribes of Shahpur district as Khokhars of Malakwal, Tiwanas, Bukhari Sayads, Muslims of Dera Ghazi Khan district.
<table>
<thead>
<tr>
<th>Community</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hindu Rajputs</td>
<td>A Brahman or barber sent to the girl's place by the boy's place, Shagan sent and tika put on the boy's head. Sweets distributed after one or two months, cloths and ornaments sent for the girl.</td>
</tr>
<tr>
<td>Location</td>
<td>Tribe</td>
</tr>
<tr>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>Gujranwala 1914</td>
<td>All tribes</td>
</tr>
<tr>
<td>Ambala 1887</td>
<td>General</td>
</tr>
<tr>
<td>Ambala 1918</td>
<td>Saiyads, Sheikhs and Sarasawala Arains</td>
</tr>
<tr>
<td>Shahpur 1896</td>
<td>Awans, Khokhars</td>
</tr>
<tr>
<td>Gondal</td>
<td></td>
</tr>
</tbody>
</table>
| Tiwanas  
| Khukhrani  
| khatris | Boys relations went to Girls house and put Re 1 in girls hand  
| Women of the family talked over betrothal  
| Female relatives sent to Boys father Re 1 and sugar to fix the date of the Betethal  
| On fixed day Boys relations went to Girls house and were given cash (Nazar  

| Kahtris and Aroras | Boys father sent Brahmin to fix date  
| The Boys relatives went to Girls house where they were given Vaddhai comprising a Rupee and some sugar  
| Only verbal  
| Assembly of brotherhood important  
| Hindus stressed that Boys father incurred no expenditure  

| Ludhiana  
| 1911 | Pun betrothal  
| Lagi sent with presents to boys house and put money (one to 21 mohars) and sweets in boys lap  
| Assembly of brotherhood important  

| Hindu Jats | Girls people sent rupees, ring, clothes, sweets with lagis  
| Muslim Rajputs also sent Brahmin  

| Rajputs | Muslim Rajputs of Jagraon | Moti ceremony, three days before marriage. Before dawn Girls relations went to Boys house taking pearl through which boy was made to pass a thread, the pearl was taken back to the girl who performed same ceremony.  
| Rice and sugar distributed to brotherhood  

| Singh Sabha  
| sikhs | No lagis  
| prayers from Guru Granth Sahib read  
| Presence of Brotherhood  
| A rupee with katcha, karah, kirapan, kanga and sweets place in boys lap, karah distributed  

| Muslim  
| Rajputs of Jagraon  
| General | Where money was taken for the Girl, Rupees 500 was not uncommon.  
| Examples | Seven examples given which showed that religious ceremonies were not necessary.  

| Jhang  
| 1929 | Boys father accompanied by some members went to girls house  

37
<table>
<thead>
<tr>
<th>Location</th>
<th>Religion</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hindus</td>
<td>Boys father to Girls</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Only verbal consent</td>
</tr>
<tr>
<td>Montgomery</td>
<td>Muslims</td>
<td>Boys parents sent clothes and ornaments for the Girl</td>
</tr>
<tr>
<td>1925</td>
<td></td>
<td>Priest not necessary</td>
</tr>
<tr>
<td>Mughals,</td>
<td>Muslims</td>
<td>Assembley of brotherhood</td>
</tr>
<tr>
<td>Pathans,</td>
<td></td>
<td>Niat-khir or verbal vow was read</td>
</tr>
<tr>
<td>Wattus,</td>
<td></td>
<td>Gur distributed</td>
</tr>
<tr>
<td>Chishtees,</td>
<td></td>
<td>Ornaments and clothes given to the girl</td>
</tr>
<tr>
<td>Rajput</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Muslims of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dipalpur</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jat Sikhs</td>
<td>Brahimin or barber took sweets from Girls house to Boys and put in Boys lap</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assembly of brotherhood</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sweets distributed</td>
</tr>
<tr>
<td>Sirsa 1882</td>
<td>Hindus</td>
<td>Barber or priest sent to Boys house with a rupee and coconut</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assembley of brotherhood</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tika applied on Boys forehead</td>
</tr>
<tr>
<td>Jolya and</td>
<td>Muslims and</td>
<td>Boys father went to Girls house with relations and menials</td>
</tr>
<tr>
<td>Bhatti</td>
<td>Churas</td>
<td>Feast of rice prepared</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sweetened milk prepared and presented to Boys father,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>who drank the milk and put a sum of money into the vessel to be kept by Girls father</td>
</tr>
<tr>
<td>Mianwali 1908</td>
<td>Muslims</td>
<td>Boys relative went to Girls house with ornaments, clothes and Mehndi</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dua-kher</td>
</tr>
</tbody>
</table>

38
<table>
<thead>
<tr>
<th>Region</th>
<th>Community</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jullundur</td>
<td>Muslim</td>
<td>Girls parents sent a go between with clothe, sugar to Boys parents, Chura put in boys mouth in presence of Panchayat</td>
</tr>
<tr>
<td>1918</td>
<td>Rajputs</td>
<td>Girls parents sent a go between with clothe, sugar to Boys parents, Chura put in boys mouth in presence of Panchayat</td>
</tr>
<tr>
<td>Gujarat</td>
<td>Hindus</td>
<td>Boys forehead marked with saffron Annoucement of Betrothal Songs</td>
</tr>
<tr>
<td>1922</td>
<td>Muslims</td>
<td>Assembly of brotherhood</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sweets</td>
</tr>
</tbody>
</table>
In certain districts priority in betrothal did not entitle a woman to priority in marriage. A man might marry another woman before he married the one to whom he was first betrothed. A man was free to take another wife before he married her to whom he was first betrothed. The woman could not compel him to marry her prior to other marriage. Some allowed men to marry another woman before marrying the woman to whom he was first betrothed and it did not entitle cancellation of betrothal. Many cases have been cited in the Riwaj-i-Am of Dera Ghazi Khan where men married elsewhere before marrying one to whom he was first betrothed. Among Muslims of Mianwali if a man married another woman before to whom he was first betrothed the girl’s father could not cancel the first betrothal especially if it was a betrothal by exchange.

At certain places we find that the betrothal was cancelled if a man married another woman than to the one he was betrothed. As Arains and Awans of Jullundur tahsil said that a man could marry another woman before he married to whom he was betrothed first and if he did so the betrothal was broken. There are many instances in Ludhiana district where the betrothal was broken on the boy’s marriage elsewhere. Almost all the tribes were of the view that if a boy after his engagement was to be married to a different girl the first girl would be released from his engagement. Only the Naipals of this district said that the first betrothal would still be binding but no instances were given. As among Hindus a man did not generally marry two wives so this occurrence was rare. In Rohtak district sometimes the girl’s side considered the claim to sue for defamation of character.

At times there were also cases of karewa where the elder betrothed brother died and the younger one married former’s fiancée first. As in the case of Bagri and Deswali Jats, if a man who had contracted betrothal had a betrothed brother who died before his marriage, he might marry the woman betrothed to his deceased brother first. Hindu tribes of Ludhiana earlier said that where a brother or a cousin had left a widow, the boy might marry her by karewa form of marriage in order to preserve so
called honour of the family, without any unfairness to his right in regard to the girl betrothed to him. In one instance we find that on boy’s marriage with his brother’s widow, the girl was married to the boy’s younger brother. If the girl’s side had taken the money for betrothal, then they were many a times sued for the damages.

There was a change of stance in 1911 when the betrothal contract became null and void if the boy married by karewa, provided the girl’s family so desired. There were certain exceptions where the girl’s family did not insist on withdrawing from the contract because of higher social or financial status of the bridegroom. Even in Hoshiarpur if the karewa marriage was with the brother’s widow, the priority was generally broken off.

A great importance was attached to the ceremony of betrothal and it was considered almost as binding as marriage. The tribes in Sirsa district were very reluctant to cancel a betrothal once made under any circumstances as they considered betrothal to be irrevocable. However, many a times the betrothal had to be cancelled. Various reasons could be attributed for the cancellation. Betrothals were also sometimes broken off without some good cause. A betrothal might be annulled because of many reasons. Physical disability or some grave illnesses were the most common causes. Impotency, some incurable disease, lunacy, epilepsy, leprosy or some physical defect which permanently made the boy’s body unfit for marriage could also annul the betrothal. It could be infirmity, impotency, scorbitus, loss of limb, paralysis or blindness. Leprosy was a good cause for annulment in the districts of Hoshiarpur, Delhi, Gujranwala, Jullundur, Amritsar, Mianwali, Muzaffargarh, Shahpur and among Biloches of Dera Ghazi Khan.

Impotency could lead to annulment of betrothal in the districts of Sialkot, Hoshiarpur, Dera Ghazi Khan, Delhi, Shahpur, Gujranwala, Jullundur, Gurdaspur, Ambala 1887, Mianwali, Muzaffargarh. Incurable diseases could annul betrothal in the districts of Sialkot, Hoshiarpur, Amritsar, Jullundur and Khatris and Aroras of tahsil Hafizabad. Lunacy could cancel betrothal in Sialkot, Hoshiarpur, Delhi, Amritsar, Shahpur, Gujranwala and Jullundur. Blindness was a good cause to cancel

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97 C.L. Ludhiana 1911.
98 Ibid. 7.
99 Ibid.
100 C.L. Hoshiarpur 1914. 7.
101 Biloches of Rajanpur tahsil and Jats. C.L. Dera Ghazi Khan 1898.
102 C.L. Sialkot 1917, 6.
betrothal in the districts of Hoshiarpur, Delhi, Amritsar, Gujranwala, and Jullundur. Loss of limb could break the betrothal in Hoshiarpur and Jullundur. Bad character or immorality on part of the boy also cancelled betrothal. 103 The Gujars of Delhi district said that the contract of betrothal could be cancelled if the boy was found to be only immoral. 104 In some areas bad character of the girl also caused annulment of betrothal. 105

The inferiority of the caste discovered after the betrothal was also a sufficient reason for the cancellation of the contract. 106 The excommunication of the boy or girl by the decision of the panchayat also caused annulment. 107 Anything that caused ill feeling between the families concerned was a sufficient ground for cancellation of betrothal. 108

Annulment was also done on the grounds of deceit, habitual misconduct as gambling or drunkenness. Change of religion was also one of the causes for the cancellation of betrothal.

Certain exceptions were there when the betrothal was annulled due to very different reasons. Two reasons one comes across were that the contract could be annulled if the boy became a faqir and the second reason was if the boy’s family insisted on the Anand ceremony in marriage. 109 In another instance the girl’s father called off betrothal just because boy’s father turned out to be of bad character. 110 On the other hand disability of the girl justified revocation of betrothal in some parts, as that of Mianwali and Muzaffargarh.

Leprosy or some physical defect which permanently made the boy’s body unfit for marriage could also annul betrothal. 111 In Gujranwala, the girl’s bad character also cancelled the betrothal. In Amritsar annulment was done on the

103 C.L. Sialkot 1970; C.L. Moga 1890, Zira ; C.L. Ferozepore 1890; C.L. Delhi 1911; C.L. Ludhiana 1911; Gurdaspur 1893; C.L. Hisssar 1913; C.L. Gujranwala 1914; C.L. Ambala 1887 & 1918; C.L. Mianwali 1908; C.L. Rohtak 1911.
104 C.L. Delhi 1911, 17.
105 C.L. Gujranwala 1914, C.L. Hoshiarpur, C.L. Jullundur 1918, C.L. Gurdaspur 1913, C.L. Ambala 1918.
106 Hindu Rajputs and Brahmins, C.L. Hisssar 1913, 9; C.L. Ludhiana 1911; C.L. Muzaffargarh 1925.
107 Bishnois, C.L. Hisssar, 1913.
108 Hindu and Muslim Rajputs and Sainis of Shakargarh and Kakkezais of Gurdaspur tahsils; C.L. Gurdaspur 1913.
109 C.L. Ludhiana 1911, 11.
110 Hindu jats, C.L. Hoshiarpur 1914, 8.
111 C.L. Moga 1890, C.L. Ludhiana 1911; C.L. Jullundur 1918; C.L. Mianwali 1908; C.L. Ambala 1887 & 1918.
grounds of deceit, habitual misconduct as gambling or drunkenness, serious ill health or infirmity, change of religion or absence without trace. In Gujranwala among Kharal Lodhike and Tarar tribes of tahsil Hafizabad blindness of either party did not cancel the betrothal contract. In two separate instances the betrothal was cancelled because of impotency and scorbutus disease. In Jullundur blindness, loss of limb, mirgi was also taken as the ground for annulment of betrothal and in Jullundur tahsil the breaking of first betrothal and the bad character of boy also broke the betrothal. Among the Khatri, Brahmins, miscellaneous Hindus, Muslim Rajputs, Arains and Jat Hindus of Nakodar tahsil said that betrothal could also be broken off on account of dispute between parents of girl and boy. Many tribes in Hissar said that bad character alone could not be considered as a sufficient reason for the cancellation of betrothal whereas impotency and leprosy were the adequate reasons for the cancellation. In the same district Dogars, Jat Sikhs and Bishnois considered insanity or paralysis as a valid reason for cancellation. Biloches of Rajanpur tahsil and Jats recognized impotency as sufficient ground for annulment. In some other cases as change of religion, leprosy or death, imprisonment for life too, the contract of marriage could not be enforced. In Mianwali immorality was not a sufficient cause for the annulment and the disability of the girl also could not justify the revocation of the contract but the Jats said that the boy or his guardians could justify a revocation of the contract. The Hindus of the same district considered impotency and change of religion, death as a sufficient cause for breaking of betrothal while Hindus of Sangarah tahsil said that loss of reason and those of Rajanpur said that the serious damage to person was justified but immorality was not considered in any tahsil.

Certain new grounds of annulment of the betrothal emerged by the early 20th Century. Of the two reasons one was the contract could be annulled if the boy became a faqir, and the second reason was if the boy’s family insisted on the Anand ceremony of marriage. Many cases of the latter were found in Ludhiana District. In another instance the girl’s father, a Hindu Jat of Hoshiarpur district, called off betrothal

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112 C.L. Amritsar 1947.
113 C.L. Jullundur 1918.13.
114 Ibid. 9.
115 C.L. Dera Ghazi Khan 1898.4.
116 C.L. Ludhiana 1911. 11.
because boy’s father turned out to be of bad character. A variety of conditions thus, permitted the cancellation of a betrothal which cut across lines of religion, social background and territory.

However, in some areas there was no instance of contract of betrothal having been annulled on account of any physical or moral defect in either of the parties. They said that not even impotency or immorality of boy was sufficient for the break-up of the betrothal. Even if the boy was immoral or had a serious sickness the girl would remain unmarried in her parent’s house, but she could not marry into another family.\textsuperscript{117} Among Sikh Jats if the boy became blind, leprous, insane, impotent or seriously ill, then the girl was married not to him but his brother.\textsuperscript{118} Similarly, the boy in Jats of Ludhiana said that the girl should be married to the boy’s brother if the boy died or was unfit to marry.\textsuperscript{119} If the betrothal was cancelled because of impotency, leprosy, insanity, long imprisonment of one of the parties, then also the girl’s father was bound to give her marriage to some other member of the boy’s family. Even if the boy was sentenced to short term imprisonment or he took to gambling or drinking or immorality that was also not regarded as sufficient reason for annulling the betrothal. If the girl became blind or unchaste, the boy’s family could give up their right to her and cancel the betrothal.\textsuperscript{120}

In Dera Ghazi Khan impotency was the only ground recognized as sufficient for annulment. The contract could not be enforced if there was a change of religion, leprosy or imprisonment for life. Blindness too was not a sufficient excuse for canceling the betrothal among Sikh Jats, Kumhars and Lohars. Even in Jat and Rajput Muslims, Chamars, Chuhras. If the betrothal was cancelled because of impotency, leprosy, insanity, long imprisonment of one of the parties, then also the girl’s father was bound to give her marriage to some other member of the boy’s family. Blindness, immorality, lameness or short imprisonment was not sufficient reason for cancelling the contract. Among Bawariya and Heri, the same was applicable but if there was no younger brother to marry the girl than the contract between the families was ended if the boy was insane, leprous or impotent. Hindus in Dera Ghazi Khan said that immorality did not justify cancellation.

\textsuperscript{117} Bodlas, Chishtis, Wattus, Rains, Bagri Jats C.L.Sirsa 1882.  
\textsuperscript{118} Sikh Jats, C.L. Sirsa 1882.  
\textsuperscript{119} C.L. Ludhiana 1911.  
\textsuperscript{120} IBID.
Among Banya, Rora, Brahmans, Khatris the immorality on the part of the boy or his imprisonment was not a sufficient reason for cancelling the betrothal but if either of the two became blind, dumb, insane, impotent, leprous or got some incurable disease or the boy cohabited with woman of another caste or the unchastity of the girl was believed, entitled the other party to cancel the betrothal. Hence in this district the betrothal was considered as a contract with the boy individually in a very few tribes; usually it was looked upon as a contract with the boy’s whole family.121

All tribes of Pakpattan tahsil and Khatris, Sikh Jats and Aroras of Dipalpur tahsil said that betrothal could be broken for impotence or immorality. While Sayyads of Dipalpur tahsil said that both parties could annul betrothal in case of incurable disease as impotence and leprosy and impotence was a sufficient cause in all other tribes of Dipalpur tahsil. Interestingly, while immorality on the part of boy did not entitle the girl to quash betrothal but a boy could do so if the girl was immoral. Similarly in other tribes of Dipalpur tahsil immorality was not a good cause for the cancellation.122 In Ambala also the immorality on the part of the boy was not recognized as a sufficient cause to entitle girl’s people to break off the contract. Though only some tribes as Jats, Rajputs and Kambohs said that immorality on either side was significant, but in the same district later in 1918 immorality on the part of boy and girl both was regarded as a sufficient cause for annulment. If the boy was morally wrong it had to be really disreputable.123 The death of the boy also cancelled the contract of betrothal.124

In the case of double betrothal (batta satta) where one betrothal was taken as a consideration for the other, the breach of contract on one side was enough to justify annulment of opposite contract on the other.125 Generally, Muslims considered the contract more binding on the girl’s side than the boy’s.126 Though only some tribes as Jats, Rajputs and Kambohs said that immorality on either side was significant, but in the same district later in 1918 immorality on the part of boy and girl both was regarded as a sufficient cause for annulment.127

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121 C.L. Sirsa 1882.  
122 C.L. Montgomery 1925.  
123 C.L. Ambala 1918.  
124 C.L. Shahpur 1896.  
125 C.L. Ambala 1918.  
127 C.L. Ambala 1918.  

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Betrothal was thus, annulled on several grounds, with minor variation in different areas. The most common situation allowing the cancellation of the promise of marriage was on negative medical and physical attributes. Such as impotency, serious illness, lunacy, epilepsy, insanity, blindness, physical disability paralysis. Several social situations also allowed for ending of betrothal. Among them marriage to another, deceit, disappearance, life imprisonment, shot from prison, change of wife, bad character, inferior caste, excommunicate by Panchayat misconduct, habitual gambling, gambling and drinking, faqir and enemy. Sometimes the betrothal was cancelled by the mutual consent of both the guardians.\textsuperscript{128}

Commonly, if the betrothal was annulled for any reason or owing to the death of one of the parties, the expenses incurred could not be recovered, except for ornaments and large sum of money if paid.\textsuperscript{129} Many tribes said that if there was no sufficient reason for the cancellation, then it demanded return of all gifts and money exchanged at the time of engagement. Betrothals were generally annulled at the will of girl’s parents or guardians. In case a betrothal was annulled each side was entitled to a refund of ornaments and other ornaments.\textsuperscript{130} If the betrothal was cancelled without any sufficient cause then the aggrieved party was entitled to compensation. The expenses were never refunded in Moga. On the same note the general custom in Jullundur said that if betrothal was broken off no liability for expenses was incurred. Interestingly if the contract was annulled by the boy’s family as a rule the girl’s guardian would not complain because it was regarded as a matter of shame.\textsuperscript{131} The girl’s side considered it disgraceful to show that the betrothal was annulled by the boy’s family.\textsuperscript{132} Hence they never lodged a suit for expenses. Nevertheless, the boy’s side did not hesitate to file a case against the father of the girl if he broke the contract.\textsuperscript{133}

Betrothal imposed an obligation only on girl’s family but it conferred right on boy or his parents which could be surrendered at pleasure.\textsuperscript{134} There was no custom in Delhi by which the expenses incurred by a contract of betrothal were repaid on its

\textsuperscript{128} C.L. Gujrat 1922, 8
\textsuperscript{129} C.L. Gujrat, 1922, 8
\textsuperscript{130} C.L. Sialkot 1917.
\textsuperscript{131} C.L. Sialkot 1917.
\textsuperscript{132} C.L. Gujrat 1922, 8
\textsuperscript{133} IBID, 8
\textsuperscript{134} C.L. Moga 1890, 7.
cancellation but if the boy’s side had presented some ornaments to the girl they were returned, if the girl was not re-betrothed to some other boy in the same family which was generally done. The party at fault was not liable to compensate the other party for expenses incurred but both parties must return ornaments and sum of money if any had past between them. In Gujranwala if the betrothal was cancelled by the boy’s side or by mutual consent neither of the party could demand return of any expenses incurred. If the contract was cancelled by the girl’s father, guardian or relatives without first having obtained the consent of boy’s father or relatives than the girl’s father or relatives could be sued for damages and betrothal expenses. In two cases the fathers of the boys sued the girl’s side for betrothing her to other boy and got decree for the same.

If the betrothal was annulled by mutual consent, neither party was bound to pay the expenses incurred by the others but jewelry or money exchanged was returned. If the cancellation was made in favor of one party he paid some money consideration to other party to secure his consent. The Arains of Nakodar tahsil of Jullundur district said that if betrothal was broken off by girl’s parents then they were liable for expenses incurred by the boy’s father but the boy’s father was never liable to pay the expenses. Various other Muslim tribes of Phillaur tahsil said that if the betrothal was annulled no responsibility for expenses was incurred. In case clothes and ornaments have passed to the parents of the girl they were returned to the parents of the boy. All the tribes in Hissar and Rohtak said that none of the parties could ask for the return of expenses on the cancellation of betrothal. Hindu Rajputs and Mahajans of Hissar said that if the contract was cancelled on the behest of the girl’s side, they were bound to return the ornaments given by the boy’s side. Pachadhas said that the girl’s side was paid back if the cancellation was at the request of the boy’s side. Amongst the tribes that offered jewelry to the girl it was to be returned.

All tribes of Gujarat said that if the betrothal was cancelled for some adequate reason or because of death of one of the parties, then the expenses incurred were not repayable but if ornaments and a large sum of money had been paid, then it must be returned. If there was no sufficient reason, then the ‘injured party’ had right to get

135 C.L. Delhi 1911. 18.
136 C.L. Amritsar 1947. 22.
137 C.L. Gujranwala 1914. 6.
138 Bagris Jats, Banias, Roras. Brahmins in Sirsa district. 91.
139 C.L. Rohtak 1911.11.
back expenses, ornaments, clothes or equivalent in money and damages. Generally such cases were filed against father of the girl who broke contract. Because it was considered disgraceful for the girl’s parents to show that the betrothal was annulled by the boy’s family. Hence such suits for expenses were never lodged by girl’s family. Among Khatri, Aroras of both tahsils, Kamboj, Rajput Muslims, Rajput Wattus, Jat Muslims, Chishtis of Dipalpur said that both the parties suffered the loss of their expenses. Jat Sikhs of Dipalpur tahsil said that if the girl’s parents broke the betrothal they had to pay the boy’s expenses but the girl’s parents did not get anything if reverse was the case. If betrothal was ended mutually both the parties bore their own expenses. Whereas Mahtams of Dipalpur said that the girl got her expenses if the boy broke the betrothal All Muslims tribes of Pakpattan, Jat Sikhs, Kamboj, Mahtams said that if betrothal was broken for some good cause than no expenses were paid but ornaments or cash were returned. If betrothal was broken without good cause than damages were also paid in addition to expenses and ornaments because the breaking of betrothal gave a bad name to the family against whose wishes the betrothal was broken. The girl’s parents had never claimed damages nor had they ever been paid damages.

In case of breach of contract of betrothal the injured party had right to the return of ornaments, clothes and other gifts or their equivalent in money, to refund the expenses incurred and to damages for injured feelings and reputation. Customarily claims for expenses or damages were not made and if the injured party was female the shame of publicity outweighed the relief that claim lines were rare. In Sirsa if betrothal was cancelled at the request of either party the requesting party repaid the expenses of the other among Rajput and Jats Muslims. Generally it was said that the damages could be claimed if the person breaking of the contract was from girl’s side. The Biloches said that the amount spent on dress or ornaments presented to girl might be recovered but not the cost of betrothal feast. In Ambala also the ornaments, if given at betrothal, could be demanded back if the contract was not carried out. Even an action could be taken if it was refused. The Jats of Dehra tahsil said that the gifts presented to the girl or their value could be recovered but the damages could not

\footnote{C.L. Gujrat 1922,7.} \footnote{Sayyads, Arains, Mahtams of Dipalpur, C.L. Montgomery 1925,18.} \footnote{C.L. Montgomery 1925, 8.} \footnote{C.L. Ambala 1887.}
be claimed. Other tahsils said that the damages could be claimed if the contract was broken by the girl’s side. The Hindus also said that the damages could be recovered in the latter case. Biloch tribe of Rajanpur tahsil had claimed damages from the girl’s representatives. In Mianwali among Muslims if the betrothal was annulled by the girl’s side the boy was liable to return the clothes and ornaments presented by the other party to the girl except for Sayyads. If the betrothal was annulled at the request of the boy’s guardians, they were not entitled to recover the clothes and ornaments presented to the girl. Among Hindus as no expenses were incurred on betrothal no money had to be repaid unless the betrothal was on payment of money.

In Watta Satta (exchange marriage) the connected betrothal also fell through. One case of refund of money has also been cited. In Gurdaspur only the ornaments presented to the girl and any sum of money given in cash to her parents might be taken back. Some tribes in the district said that even the expenses incurred in performing the formalities should also be refunded. Some years later some other tribes even wanted the damages for the social disgrace and inconvenience. As the girl’s relatives did not incur any expense in making a betrothal, they had no claim on the cancellation of the contract but if they cancelled the betrothal they were bound to repay the expenses incurred by another party.

If a boy died after betrothal his father had the right to claim the girl for his other son or male relation in that degree. If a girl died there was no such claim for her family. There was a very interesting custom in Bhawalpur called mathe lagawan. It was a rite performed to cancel betrothal. If the girl was on death bed, the boy went to her and standing by her bed gave her some sweets saying ‘han kaki mithai gin’ (dear sister take this sweetmeat). And the girl must reply ‘bhirawa’ (brother, give it to me). Betrothal was thus cancelled. In case the sick child recovered and parents agreed to renew the contract, betrothal ceremony was performed again.

IV

144 C.L. Dera Ghazi Khan 1898, 4.
145 C.L. Mianwali 1908, 10; C.L. Dera Ghazi Khan 1898.
146 C.L. Gurdaspur 1893 & 1913.
147 C.L. Gurdaspur 1913, 8.
149 Denzil Ibbetson, Report on the Revision of Settlement of the Panipat Tahsil and Karnal Parganah of the Karnal District 1872-80, Panipat 1883, 127.
150 D.G. Attock 1907.
No common pattern of custom is seen in relation to the annulment of betrothal. In some instances, gifts and cash at the time of the contract were returned while in others it was not. In some places both sides were entitled to refund, while in other cases only the aggrieved party could claim the expenses. Generally the boy’s side made such claims. In most cases ornaments were returned to the boys family. When return of gifts and cash was not allowed the betrothed was usually married to another of the same family. Since Hindu didn’t make large gifts at the occasion, return of same among them was not common. With time ‘damages’ for social disgrace was also sought by the affected party and all expenses were demanded.

Due to the system present around them the people were taking the ‘dangerous aid’ of the law courts to save themselves the risk of losing money. In an instance a Jat appealed in Pasrur tahsil that he might be declared the lawful guardian of his uncle’s daughter who was a minor, his suit was rejected and the girl’s mother remained the guardian. In other instance even court supported the contract made by the mother against wishes of agnates but the tribe rejected it. It was mainly because of the fact that the girl was disposed of ‘on terms profitable to those to whom she belongs’.

Even the Court had always tended to look on betrothal as a contract and allowed it any time after birth. In 64 P.R. of 1891 the girl of Hindu Jats was older than the boy. There were instances where the courts gave ruling from Rs 40- 300 Rs for the severing of the contract. In Ambala an interesting fact was stated that it was only the fear of the law court, otherwise the girl’s people would have kept the money paid at betrothal and sold the daughter elsewhere. In two illustrations cited in the Riwaj-i-Am of district the fathers of the two girls again betrothed the already betrothed daughters and the other party sued them and got a decree for the same. In another case in Dera Ghazi Khan District the court ordered the man to pay Rs 400 as damages. In another instance the man had to pay Rs 500 as damages as he married his daughter to someone else than to the one betrothed. We have 57 such cases in

151 C.L. Sirsa 1882, 91.
152 C.L. Sialkot 1917, 34.
153 C.L. Moga 1890; Zira; C.L. Ferozepore 1890.
154 C.L. Ambala 1887.
155 IBID
156 IBID, 6.
157 Court order dated 20 October 1908; C.L. Dera Ghazi Khan 1898.
158 Court order dated 6 December 1910; C.L. Dera Ghazi Khan 1898.
the district of Dera Ghazi Khan where the Court had ordered the person defying the contract to fulfill the contract or pay the damages as prescribed by the Court. It was applicable on all the castes, Hindus as well as Muslims. There was no change in the custom as we had instances as late as 1920.

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There were instances where the courts gave ruling from Rs 40-300 Rs for the severing of the contract. In Ambala an interesting fact was stated that it was only the fear of the law court, otherwise the girl’s people would have kept the money paid at betrothal and sold the daughter elsewhere. In two illustrations cited in the Riwaj-i-Am of district the fathers of the two girls again betrothed the already betrothed daughters and the other party sued them and got a decree for the same.

Hence the custom of betrothal which was a preliminary to marriage existed in almost the whole of province across all religions and tribes. Though there was a difference in age of the persons to be betrothed and the age gap between the boy and girl. Sometimes the girls were elder to boys in the south east part of Punjab, mainly to utilize the services of grown up girls. The custom of karewa was another reason. The parents had the right to betroth their children and children in question were seldom asked for their consent. The adult boys sometimes expressed their consent but the girls were never asked for their consent in the patriarchal setup. Thus, a variety of ceremonies related with betrothal were observed. The presence of brotherhood was an essential observance. Bride price was also very common. Great value was attached to giving girl in betrothal as money was involved. The girl was given for some consideration. The betrothal was more or less irrevocable. The custom of betrothal was also a cause of frequent litigation.

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159 C.L. Sialkot 1917, 34.
160 C.L. Moga 1890, Zira; C.L. Ferozepore 1890.
161 C.L. Ambala 1887.
162 IBID.8.