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FROM FRAGMENTATION TO FRAMEWORK: THE GENESIS AND IMPACT OF THE UNIFORM PREMARITAL AND MARITAL AGREEMENTS ACT IN THE UNITED STATES

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ABSTRACT

The Uniform Premarital Agreement Act (UPAA), 1983, and its successor, the Uniform Premarital and Marital Agreements Act (UPMAA), 2012, represent two of the most consequential legislative interventions in American family law. This article examines the historical, social, and jurisprudential factors that precipitated the need for a uniform legislative framework governing premarital and marital agreements in the United States, tracing the evolution from common law hostility towards such agreements to their contemporary recognition as instruments of contractual autonomy and financial planning. The article further evaluates the positive outcomes realized in the several states that have adopted the UPAA and the UPMAA, assessing gains in legal certainty, fairness, interstate enforceability, and protection of economically vulnerable parties. Through a doctrinal analysis of the acts and supporting case law, the article argues that the uniform law approach, while imperfectly implemented, has fundamentally transformed the landscape of premarital and marital contracting in the United States and offers valuable lessons for jurisdictions yet to adopt a statutory framework.

KEYWORDS: Premarital Agreement, UPAA, UPMAA, Uniform Law Commission, Family Law, Marital Contract, Enforceability.

I. INTRODUCTION

The institution of marriage, while fundamentally personal and intimate, carries with it a web of legal rights and obligations that states have traditionally defined and regulated. Historically, state law, not individual choice, determined how property would be divided upon divorce, how much spousal support would be paid, and what share of an estate a surviving spouse would receive. While this paternalistic approach reflected a desire to protect the weaker party in a marriage, it increasingly clashed with the autonomy of individuals who wished to order their own financial affairs in anticipation of marriage.

Premarital agreements i.e. contracts executed before marriage that alter, modify, or waive state-imposed marital rights have existed in some form for centuries. Yet, for most of American legal history, courts viewed them with deep suspicion, particularly when they attempted to govern the financial consequences of divorce. The result was a patchwork of state laws, judicial doctrines, and standards so varied that a premarital agreement valid in one state might be entirely unenforceable in another. This fragmentation imposed significant burdens on mobile couples, estate planners, family law practitioners, and courts alike.[1]

It was against this backdrop of legal uncertainty and interstate dissonance that the Uniform Law Commission (ULC), also known as the National Conference of Commissioners on Uniform State Laws (NCCUSL) undertook the task of drafting a uniform law. The result was the Uniform Premarital Agreement Act of 1983, later updated and expanded into the Uniform Premarital and Marital Agreements Act of 2012. Together, these Acts mark a watershed in American family law, shifting the paradigm from judicial hostility and state paternalism to a framework of procedural fairness and contractual freedom.

This article traces the historical common law background and the judicial reluctance to enforce divorce-related premarital agreements. It also analyses the specific catalysts that led to the promulgation of the UPAA in 1983 along with the limitations and critiques that made revision necessary and led to the UPMAA in 2012. It discusses the substantive content and innovations of the UPMAA. It evaluates the positive outcomes achieved in adopting states. In tries to synthesize the lessons these Acts offer for comparative and reform-oriented legal scholarship.

II. Historical Background: Common Law Hostility to Premarital Agreements

To understand why a uniform law was needed, one must first appreciate the common law's longstanding resistance to enforcing premarital agreements that addressed the financial

[1] Arkansas Code Annotated s 9-11-406(a)(2)(ii).

consequences of divorce. Courts in the nineteenth and early twentieth centuries uniformly refused to give effect to such agreements, grounding their refusal in public policy.

The prevailing judicial philosophy held that marriage was not merely a private contract between two parties but a tripartite arrangement involving the husband, the wife, and the state itself. In *Fricke v. Fricke*,[2] the Wisconsin Supreme Court articulated this position with canonical clarity: "We are of the opinion that any antenuptial agreement which attempts to limit the husband's liability in the event of separation or divorce is void as against public policy." The court explained that the state had an interest in the maintenance of the marital relation "which for centuries has been recognized as a bulwark of our civilization," and that any contract predetermining divorce terms was seen as "inviting dispute, encouraging separation and inciting divorce proceedings."[3]

Agreements that dealt with property rights upon death, however, were treated far more favorably. Courts reasoned that planning for death was a natural and responsible act, entirely consistent with the institution of marriage, while planning for divorce was tantamount to anticipating and thereby facilitating its dissolution. This doctrinal bifurcation created an anomaly: a wealthy individual could use a premarital agreement to limit a surviving spouse's inheritance rights, but could not use the same instrument to clarify property division upon divorce.[4]

The legal landscape began to shift in the early 1970s. The case of *Posner v. Posner*[5] is generally credited as a turning point. The Florida Supreme Court departed from the traditional rule, holding that there was no more reason to assume that a premarital agreement providing for divorce encouraged the parties to divorce than a will providing for a surviving spouse encouraged the death of the testator. By the late 1970s and early 1980s, every state permitted, at least in principle, the enforcement of premarital agreements governing property rights upon divorce. However, the standards for determining validity as to what counted as sufficient financial disclosure, what degree of procedural unfairness was fatal to an agreement, whether substantive fairness mattered at all, differed dramatically from state to state. The result was a body of law described in the Prefatory Note to the UPAA as reflecting

[2] *Fricke v. Fricke* 42 NW 2d 500, 501 (Wisconsin 1950).
[3] ibid 502.
[4] Carlyn S McCaffrey and John C McCaffrey, 'Except as Provided in Article Five, I Endow Thee With All My Worldly Goods — The New Uniform Premarital and Marital Agreement Act' (2014) NAEPC Journal of Estate and Tax Planning (2014)
[5] *Posner v. Posner* 233 So 2d 381 (Florida 1970).

"not so much of basic policy differences between the states but rather a result of spasmodic, reflexive response to varying factual circumstances at different times."[6]

III. Catalysts for the Uniform Premarital Agreement Act, 1983

Against the backdrop of judicial inconsistency and mounting interstate complications, several distinct but interrelated factors coalesced to make the case for a uniform law compelling and urgent.

(A) The Mobility of the American Population

Perhaps the most powerful practical argument for uniformity was the increasing mobility of the American population. By the 1980s, it was common place for couples to marry in one state, live in another, and divorce in a third. When those couples had executed premarital agreements, the validity of those agreements was thrown into doubt by the lack of uniformity. The Prefatory Note to the UPAA expressly identified this problem, noting that "the problems caused by this uncertainty and nonuniformity are greatly exacerbated by the mobility of our population."[7]

The case of *DeLorean v. DeLorean*[8] illustrates this dilemma vividly. In that case, Cristina and John DeLorean signed a premarital agreement in New Jersey a few hours before their 1973 wedding. The New Jersey court found that DeLorean's financial disclosure fell short of what New Jersey law required, yet was sufficient under California law—the state in which the parties lived at the time. The court was ultimately required to engage in a complicated conflict-of-laws analysis that most practitioners and parties had no ability to anticipate.

(B) The Rise of Second Marriages and Complex Family Structures

Sociological shifts in American society also contributed to the demand for a clearer legal framework. Divorce rates rose steeply in the 1960s and 1970s, leading to a significant increase in second and subsequent marriages. Parties entering second marriages frequently brought with them children from prior relationships, pre-existing wealth, retirement assets, and obligations to former spouses. Premarital agreements became an essential estate-planning tool for such individuals, enabling them to protect assets they wished to pass to children from earlier relationships while still providing for a new spouse.

As McCaffrey has observed, many couples contemplating marriage are "reluctant to permit state law to determine the rights they will acquire in each other's property upon marriage," citing concerns about family wealth, pre-marital assets, and "the hazards and expenses of

[6] Uniform Premarital Agreement Act 1983 (UPAA), Prefatory Note, 9B ULA 369 (1983).
[7] ibid.
[8] *DeLorean v. DeLorean* 511 A 2d 1257 (New Jersey Ch Div 1986).

litigation over the appropriate division of property."[9] The absence of a clear statutory framework made it impossible to assure clients that their agreements would be honored.

(C) The Absence of a Uniform Standard for Validity

A third catalyst was the sheer doctrinal disarray in which the law of premarital agreements existed. In the absence of a uniform standard, practitioners faced a confusing array of judicial tests. Some states required that an agreement be substantively fair at the time of execution; others looked only to the fairness of the process. Some courts held that inadequate financial disclosure alone rendered an agreement unenforceable; others required that the agreement also be unconscionable. Some states allowed waiver of spousal support; others prohibited it entirely. The commentary to the UPAA described this as a "significant lack of uniformity of treatment of these agreements among the states."[10]

(D) The Demand for Party Autonomy

A fourth factor was the broader movement, visible across contract and family law, towards recognition of individual autonomy. The post-feminist legal scholarship of the 1970s and 1980s challenged the paternalistic assumption that women in particular needed to be protected from contracts they had freely entered. Scholars and practitioners argued that treating educated, capable adults as incapable of making informed choices about their own financial futures was both condescending and discriminatory. The ULC's decision to prioritize process over outcome in the UPAA reflected this shift, emphasizing voluntary execution and adequate disclosure over substantive fairness.

(E) The Formation of the Drafting Committee

In response to these pressures, the ULC constituted a Drafting Committee that worked through the early 1980s to produce a model act. The committee resolved a fundamental disagreement between those who believed that predictability of enforcement should be paramount and those who prioritized substantive fairness. In a decision that was to generate significant academic debate, those favoring predictability prevailed.[11] The UPAA, approved in 1983, thus established a primarily procedural test for validity: an agreement would be enforced if it was executed voluntarily and if the challenging party had received fair financial disclosure or had expressly waived it.

[9] McCaffrey and McCaffrey (n 4) 2.
[10] UPAA (n 6).
[11] *Bonds v. Bonds* 24 Cal 4th 1, 5 P 3d 815, 823–824 (California 2000).

IV. The UPAA 1983: Provisions, Limitations, and the Case for Revision

(A) Core Provisions of the UPAA

The UPAA of 1983 made several foundational contributions to the law of premarital agreements. Section 2 required that a premarital agreement be in writing and signed by both parties. Section 3 defined the permissible subjects of a premarital agreement broadly, including the rights and obligations of parties in property, the disposition of property upon separation or death, modification or elimination of spousal support, the making of wills and trusts, ownership rights in life insurance policies, choice of law, and "any other matter, including their personal rights and obligations, not in violation of public policy."[12]

Section 6, the heart of the Act, established the grounds for unenforceability. A premarital agreement would not be enforced if the party against whom enforcement was sought proved that: (1) the agreement was not executed voluntarily; or (2) the agreement was unconscionable when executed and before execution the party was not provided fair and reasonable disclosure of the property or financial obligations of the other party, did not voluntarily and expressly waive such disclosure, and did not have adequate knowledge of those matters.[13] Section 6(b) provided a specific exception: a support waiver would be unenforceable to the extent that it caused the waiving party to be eligible for public assistance.

(B) Limitations and Critiques of the UPAA

Despite its merits, the UPAA proved unsatisfactory in several significant respects. First, it did not succeed in creating genuine uniformity. While adopted in 26 states and the District of Columbia, a number of adopting states introduced substantial modifications, eroding the uniformity the Act was designed to achieve.[14] California created enhanced procedural requirements, including a mandatory seven-day waiting period between the presentation of an agreement and its execution.[15] Connecticut mandated an opportunity for legal advice and precluded enforcement of unconscionable agreements at the time of enforcement.[16] Arkansas required actual advice of counsel for waiver of financial disclosure.[17] Indiana's version did not permit enforcement of an agreement that was unconscionable at execution.[18]

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[12] Uniform Premarital Agreement Act 1983, s 3.
[13] ibid s 6(a).
[14] Barbara A Atwood and Brian H Bix, 'A New Uniform Law for Premarital and Marital Agreements' (2012) 46 Family Law Quarterly 313, 317–318.
[15] California Family Code ss 1610–1617.
[16] Connecticut General Statutes ss 46b-36a et seq.
[17] *Supra* note 1.
[18] Indiana Code s 31-11-3-1 et seq.

Second, the UPAA's treatment of unconscionability attracted sustained academic criticism. Under the UPAA, an agreement could be unconscionable at execution and still be enforceable, provided the challenging party had received adequate financial disclosure or had waived it. As Ravdin has noted, this was anomalous: "a commercial contract that was unconscionable at execution is unenforceable,"[19] yet the UPAA allowed premarital agreements to stand even where their terms were grossly one-sided, as long as procedural requirements were met.

Third, the UPAA contained no requirement that the weaker party have access to independent legal counsel. The minimal procedural safeguards allowed a proponent to present an agreement close to the wedding date with little risk that a court would hold the agreement unenforceable on grounds of duress.[20] Cases such as *Howell v. Landry*,[21] where an agreement presented on the night before the wedding was upheld, demonstrated that the UPAA offered inadequate protection against high-pressure tactics.

Fourth, and perhaps most significantly, the UPAA did not address marital agreements i.e. agreements entered into after marriage but not incident to separation or divorce. The law governing such agreements was, as Ravdin described it, "a hodge-podge of statutes and case law,"[22] with some states permitting them on the same terms as premarital agreements, some imposing heightened requirements, and others maintaining uncertainty.

V. The UPMAA 2012: Genesis, Drafting, and Innovations

(A) The Drafting Process

The Drafting Committee on Premarital and Marital Agreements of the ULC began its work in 2010. The Committee was chaired by Professor Barbara Atwood of the University of Arizona, with Professor Brian Bix of the University of Minnesota serving as Reporter, and Linda J. Ravdin of the American Bar Association Family Law Section serving as Co-Advisor.[23] The Committee engaged in two years of intensive drafting and debate before the ULC approved the final text at its Annual Meeting on 18 July 2012.

The Committee confronted several foundational policy questions like:

i) Should substantive fairness be a criterion for enforcement?

[19] Linda J Ravdin, 'The Uniform Premarital and Marital Agreements Act' (April 2015) Pasternak & Fidis PC 3.
[20] J Thomas Oldham, 'Would Enactment of the Uniform Premarital and Marital Agreement Act in all Fifty States Change US Law Regarding Premarital Agreements?' (2012) 46 Family Law Quarterly 367, 370.
[21] *Howell v. Landry* 96 NC App 516, 386 SE 2d 610 (North Carolina Court of Appeals 1989).
[22] Ravdin (n 19) 3.
[23] Atwood and Bix (n 14) 313.

ii) Should the same standards govern both premarital and marital agreements? Should the act require access to independent legal counsel?

iii) Should an agreement executed close to the wedding date be presumptively suspect?

On each question, the Committee sought to balance the competing values of contractual autonomy, predictability, and protection of the economically vulnerable party.

(B) Unified Treatment of Premarital and Marital Agreements

One of the most significant departures of the UPMAA from the UPAA was its extension of coverage to marital agreements i.e. agreements entered into during, rather than before, marriage. Section 2 of the UPMAA defines both premarital and marital agreements as covered instruments, applying the same requirements and principles to each.[24] This was a deliberate policy choice reflecting the Committee's view that the same fairness concerns arise regardless of whether an agreement is made before or after the wedding. The UPMAA expressly excluded separation agreements from its scope, drawing a clear and principled boundary between private financial planning and the resolution of marital breakdown.

(C) The Requirement of Access to Independent Legal Counsel

The most important innovation of the UPMAA was the requirement that the party receiving a proposed agreement have access to independent legal representation before execution.[25] This was a significant departure from prevailing law. At the time of the UPMAA's adoption, only Connecticut, New Jersey, and Minnesota required access to counsel as a general condition of validity.[26]

The UPMAA does not mandate actual legal representation, only a meaningful opportunity for it. Where the proponent is represented by counsel and the other party cannot afford a lawyer, the proponent is required to pay "the reasonable fees and expenses" of the other party.[27] This provision directly addresses the economic imbalance that frequently characterises prenuptial negotiations and gives practical content to the right of access to counsel.

(D) Enhanced Financial Disclosure Requirements

The UPMAA refined and expanded the financial disclosure obligations of the UPAA in important ways. Under Section 9(d), adequate financial disclosure requires a reasonably accurate description and good-faith estimate of the value of the property, liabilities, and

[24] Uniform Premarital and Marital Agreements Act 2012 (UPMAA), ss 2(2) and 2(5).
[25] ibid s 9(a)(2).
[26] Connecticut General Statutes s 46b-36g(a)(4); New Jersey Statutes Annotated s 37:2-38(c)(4); Minnesota Statutes Annotated s 519.11, subd 1.
[27] UPMAA (n 24) s 9(b)(2).

income of the disclosing party.[28] The explicit inclusion of income was a departure from the UPAA, which did not expressly require its disclosure. The UPMAA also required an estimate of values, not merely identification of assets, filling a significant gap in the UPAA's requirements.[29]

(E) The Plain Language Notice Requirement

Recognising that not all parties to premarital agreements will choose to hire a lawyer, the UPMAA introduced a "plain language notice" requirement for unrepresented parties. If a party does not have independent legal representation, the agreement must include a conspicuously displayed explanation of the rights being modified or waived.[30] The form of notice set out in the UPMAA explains, in accessible language, that by signing the agreement a party may be giving up rights to spousal support, property ownership, and legal fees.

(F) Decoupling Unconscionability from Financial Disclosure

The UPMAA made a critical doctrinal advance by decoupling unconscionability from financial disclosure. Under the UPAA, a court could refuse to enforce an unconscionable agreement only if financial disclosure had also been inadequate. The UPMAA, by contrast, provides that a court may refuse to enforce an unconscionable term regardless of whether disclosure was adequate.[31] This brought the law of premarital agreements into greater conformity with general contract law principles embodied in the Uniform Commercial Code and the Restatement (Second) of Contracts.[32] The UPMAA also provides optional bracketed language for states that prefer to test unconscionability at the time of enforcement, allowing a court to refuse enforcement where "enforcement of the term would result in substantial hardship for a party because of a material change in circumstances arising after the agreement was signed."[33]

VI. Positive Outcomes After Implementation in Adopting States

As of the present, the UPAA/UPMAA has been adopted in 28 states and the District of Columbia, including Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Maine, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Oregon, Rhode Island, South

[28] ibid s 9(d).
[29] Ravdin (n 19) 16–17.
[30] UPMAA (n 24) s 9(c).
[31] ibid s 9(f).
[32] Uniform Commercial Code s 2-302(1); Restatement (Second) of Contracts s 208 (1981).
[33] UPMAA (n 24) s 9(f)(2).

Dakota, Texas, Utah, Virginia, and Wisconsin.[34] The collective experience of these jurisdictions permits an assessment of the Act's practical benefits.

(A) Greater Predictability and Legal Certainty

The most consistently reported benefit of the UPAA/UPMAA framework is the increased predictability of enforcement. Prior to the adoption of these acts, practitioners operated in an environment of significant doctrinal uncertainty. The codification of requirements gave lawyers, clients, and courts a clear set of standards against which to draft and evaluate agreements.[35] As Investopedia has noted, the primary advantage of having a prenuptial agreement fall under the jurisdiction of a UPMAA-adopting state is that these states offer "comprehensive provisions and statutes to resolve issues associated with prenuptial agreements, such as estate planning, division of property, alimony, financial assets and custody."[36] In non-adopting states, rulings on similar issues may be less stable due to reliance on case law alone.

(B) Interstate Enforceability

The UPAA directly addressed the problem of interstate enforceability that motivated its drafting. The Act was designed to ensure "that a premarital agreement validly entered into in one state would be honoured by the courts of another state where a couple might get a divorce."[37] For mobile couples particularly those with substantial assets who may change residences over the course of a long marriage, this has been an enormously valuable development. The UPMAA went further, incorporating a choice-of-law provision in Section 4 that allows parties to designate the law of a particular jurisdiction to govern the validity and enforcement of their agreement, provided a significant relationship exists between that jurisdiction and the parties.[38]

(C) Protection of the Economically Weaker Party

The UPMAA's access-to-counsel requirement and enhanced disclosure obligations have generated significant improvements in the fairness of the premarital contracting process in adopting states. By requiring that a proponent either ensure the other party has access to counsel or pay for that counsel, the UPMAA imposes a structural check on the power

[34] Wikipedia, 'Uniform Premarital Agreement Act', available at: https://en.wikipedia.org/wiki/Uniform_Premarital_Agreement_Act (last visited on 11 June 2026)
[35] Ravdin (n 19) 6.
[36] Investopedia, 'Uniform Premarital and Marital Agreements Act Overview', available at: https://www.investopedia.com/terms/u/upaa.asp (last visited on 11 June 2026).
[37] Cornell Legal Information Institute, 'Uniform Premarital Agreement Act', available at: https://www.law.cornell.edu/wex/uniform_premarital_agreement_act (last visited on 11 June 2026).
[38] UPMAA (n 24) s 4.

imbalance that frequently characterises prenuptial negotiations.[39] The requirement that agreements be presented with sufficient lead time to permit meaningful legal advice has effectively curtailed the practice documented in numerous UPAA cases of presenting agreements the night before the wedding.

The plain language notice requirement provides an additional layer of protection for parties who choose to proceed without counsel. Courts in adopting states have emphasised the importance of this notice as a marker of genuine informed consent.

(D) Facilitation of Estate Planning and Wealth Protection

For estate planners and their clients, the UPMAA has proved an invaluable tool. By providing a reliable statutory framework for both premarital and marital agreements, the UPMAA enables couples especially those in second marriages, those with children from prior relationships, and those with significant pre-marital assets to structure their financial relationship with confidence. The Act's explicit recognition that no consideration beyond the marriage itself is required for a premarital agreement, and that the same principle extends to marital agreements, removed technical doctrinal obstacles that had previously impaired post-nuptial planning.

The extension of the Act's coverage to marital agreements is particularly significant for estate planners. Prior to the UPMAA, the absence of a uniform framework for marital agreements created uncertainty that discouraged their use even when they were the most efficient solution to a client's planning needs.[40] The UPMAA's treatment of marital agreements on the same footing as premarital agreements has normalised the practice of post-nuptial financial planning.

(E) Reduction in Litigation

An underappreciated benefit of the UPAA/UPMAA framework is the reduction in contested enforcement litigation. By establishing clear standards for valid execution, adequate disclosure, and access to counsel, the Acts have made it substantially easier for courts to determine often without a full evidentiary hearing whether a premarital agreement is enforceable. The codification of the burden of proof on the challenging party, consistent across adopting states, has similarly streamlined the adjudication of enforcement disputes.[41]

[39] Ravdin (n 19) 14–15.
[40] McCaffrey and McCaffrey (n 4) 13.
[41] Atwood and Bix (n 14) 315.

(F) Alignment with Modern Contract Law Principles

The UPMAA's decoupling of unconscionability from financial disclosure represented an important normative achievement: the alignment of the law of premarital agreements with the broader principles of contract law. Under the UPAA, a premarital agreement could be enforced even if its terms were grossly one-sided, as long as process requirements were met. By restoring independent judicial review of substantive unconscionability, the UPMAA brought the law of premarital contracting into harmony with the Uniform Commercial Code and the Restatement (Second) of Contracts, both of which treat unconscionability as an independent ground for non-enforcement.[42]

(G) Recognition of Party Autonomy Within Defined Limits

Perhaps the most enduring jurisprudential contribution of the UPMAA is its articulation of a principled basis for honouring premarital and marital agreements. The Act proceeds from the foundational proposition that "individuals, before or after marriage, should have the freedom, within broad limits relating to due process in formation and minimal standards of substantive fairness, to choose the financial terms of their relationship."[43] This formulation—freedom within limits—captures the balance between respecting the choices of competent adults and protecting those who may be vulnerable to exploitation. As Atwood and Bix have observed, the UPMAA "promotes informed decision-making and procedural fairness without undermining interests in contractual autonomy, predictability, and reliance."[44]

VII. CONCLUSION

The journey from common law hostility to a sophisticated statutory framework for premarital and marital agreements in the United States reflects the capacity of law to evolve in response to social change, economic complexity, and intellectual critique. The UPAA of 1983 was a foundational achievement, establishing for the first time a uniform baseline of procedural requirements and making premarital agreements enforceable across a substantial number of American jurisdictions. The UPMAA of 2012 built upon this foundation, correcting the UPAA's most significant deficiencies: its failure to require access to counsel, its inadequate disclosure standards, its anomalous treatment of unconscionability, and its silence on marital agreements.

The positive outcomes in adopting states are greater predictability, enhanced interstate enforceability, improved protection for economically weaker parties, facilitation of estate

[42] *UCC* s 2-302(1); Restatement (Second) of Contracts (n 32) s 208.
[43] UPMAA (n 24), Prefatory Note.
[44] Atwood and Bix (n 14) 315.

planning, reduction in litigation, and principled alignment with general contract law demonstrate that a carefully drafted uniform law can achieve meaningful reform in a domain where state law has historically been fragmented and inconsistent.

For scholars of comparative and reform-oriented family law and particularly for those engaged in the question of how India might legislate in this space the American experience offers both a model and a cautionary tale: the model being the careful articulation of procedural and substantive safeguards that protect both parties while respecting their autonomy, and the cautionary tale being the lesson that uniformity, once achieved on paper, can erode unless states adopt the model act without significant modification.

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