

## Kumarañillaka v. Jayanthi

COURT OF APPEAL,  
SOZA, J. AND RODRIGO, J.  
C.A. (S.C.) 596/75 (F)—D.C. TANGALLE 8059/M.  
FEBRUARY 28, 1980.

*Breach of promise of marriage—Marriage Registration Ordinance (Cap. 112), section 20 (3)—Written promise—Interpretation of document.*

### Held

(1) Where a plaintiff sues for damages by reason of breach of the promise of marriage made to her in a writing by the defendant the real question for determination by Court is whether on a proper construction of the document the defendant has made a promise of marriage.

(2) An examination of the documents in the present case showed that the defendant had made such a promise within the meaning of the Marriage Registration Ordinance

### Cases referred to

(1) *Udalagama v. Boange*, (1959) 61 N.L.R. 25 (P.C.) ; 57 C.L.W. 21.  
(2) *Wijeweera v. Nanayakkara*, (1971) 77 N.L.R. 208.

APPEAL from the District Court, Tangalle.

E. R. S. R. *Coomaraswamy*, with S. C. B. *Walganapaya* and D. *Rajaratnam*,  
for the defendant-appellant.  
*Ananda Karunatilake*, for the plaintiff-respondent.

*Cur. adv. vult.*

March 28, 1980.

**RODRIGO, J.**

The point for decision in this case is a short one, namely, whether a letter written by the defendant to the plaintiff contains a promise of marriage by the defendant to marry the plaintiff within the meaning of section 20(3) of the Marriage Registration Ordinance (General). The learned trial Judge has directed his attention to the well-known judgment of the Privy Council on this point in *Udalagama v. Boange* (1) which states that "the writing required to satisfy the Ordinance must contain an express promise to marry or confirm a previous oral promise to marry, that is, admit the making of the promise and evince continuing willingness to be bound by it." He has also considered an equally well known judgment of H. N. G. Fernando, C.J., in *Wijeweera v. Nanayakkara* (2) wherein the Chief Justice observed that the Privy Council did not pronounce that nothing short of a written statement "I promise to marry you" or "I will marry you" can constitute an express promise of marriage.

Even as the Chief Justice states in the case just cited, the real question for determination was whether on a proper construction of passages in the letter the defendant assured the plaintiff that he will marry her.

The letter in question is dated 7.3.1972 (P13). The material passage in that letter upon which counsel for the plaintiff has invited us and the Court below to hold that it contains a promise in writing required by the Ordinance is, when translated, as follows: (The translation is taken from the judgment below) :

“ Dear Kamal,

Are you not able to brighten up my future. The future happiness of my life is held in your hands. You can if you want after I have married you make living for me miserable or happy. Of these which do you propose to do? Will you continue to show the same love that you now show me till the end of life.... ”

The learned trial Judge is of the view that this passage is not a mere expression of endearment. The defendant has clearly stated that after he is married to her she could make his life miserable or happy. In our view, the learned trial Judge is right in his conclusion that by that passage the defendant has in writing not only promised to marry the plaintiff but that the question of marriage was never in doubt and that he was contemplating the aftermath of the marriage between the two or them. Therefore, I hold that the defendant has thus made a promise of marriage in writing within the meaning of the Marriage Registration Ordinance (General).

On the question of damages it was contended for the plaintiff that the learned trial Judge had meant to award the plaintiff the full Rs. 10,000 claimed by her as damages. It is true that the learned trial Judge had said that the plaintiff has prayed for a sum of Rs. 5,000. This is an error but he has unmistakably considered what in his view was a reasonable amount to be awarded as damages and concluded that a sum of Rs. 5,000 was a reasonable amount. We affirm the award of damages in a sum of Rs. 5,000.

Accordingly, the appeal of the defendant is dismissed with costs.

**SOZA, J.**—I agree.

*Appeal dismissed.*