

**10.03.2026**  
Court No. 12  
Item No. 02  
**Sandip**

IN THE HIGH COURT AT CALCUTTA  
CIVIL APPELLATE JURISDICTION  
APPELLATE SIDE

**M.A.T. 80 of 2026**  
**IA No : CAN 1 of 2026**  
**CAN 2 of 2026**

**Bhaskar Singha**  
**-Versus-**

**The State of West Bengal & Ors.**

Mr. Suhil Bose

.....for the appellant

Mr. Tapan Kumar Mukherjee, Sr. Adv. & AGP

Mr. Somnath Naskar

....for the State.

- 1) The petitioner is aggrieved by an order dated August 12, 2025 passed by the learned single Judge.
- 2) By the order impugned, the learned single Judge held that the communication of the Registrar General of Marriages, West Bengal dated March 4, 2025, did not appear to be incorrect and the same did not call for any interference.
- 3) The writ petition was filed by the appellant, being aggrieved by a communication of the Registrar General of Marriages, West Bengal and S.P.I.O. dated March 4, 2025.
- 4) The information given by the S.P.I.O. was that, as per the office records, marriage between the appellant and one Pallabi Singha was solemnized under Section 13 of the Special Marriage Act, 1954 on January 10, 2019 by Md. Mokhtar Ali, a NOMO from Malda District.

The same had neither been annulled nor cancelled and their status remained as “married”. The certificate could not be cancelled by the authority due to non-availability of an appropriate order from a competent Court of law, declaring the marriage certificate as annulled, cancelled or void or that the parties were divorced. The petitioner had requested the authority to cancel the marriage certificate on the ground that the Principal Judge, Family Court of Gautam Buddha Nagar had declared the social marriage dated November 21, 2018 solemnized under the Hindu Law to be void, by order dated January 2, 2025. The marriage certificate dated January 10, 2019 which was enclosed by the petitioner for cancellation or annulment was issued under the Special Marriage Act. The marriage was solemnized as per the provision of the Special Marriage Act. Thus, the authority directed the petitioner to approach the appropriate Court for a declaration that the marriage under the Special Marriage Act or the certificate were null and void.

5) The relevant provisions of the Act are quoted below:-

**“12. Place and form of solemnization.**—(1) *The marriage may be solemnized at the office of the Marriage Officer, or at such other place within a reasonable distance therefrom as the parties may desire, and upon such conditions and the payment of such additional fees as may be prescribed.*

*(2) The marriage may be solemnized in any form which the parties may choose to adopt:*

*Provided that it shall not be complete and binding on the parties unless each party says to the other in the*

presence of the Marriage Officer and the three witnesses and in any language understood by the parties,—“I, (A), take the (B), to be my lawful wife (or husband)”.

**13. Certificate of marriage.**— (1) When the marriage has been solemnized, the Marriage Officer shall enter a certificate thereof in the form specified in the Fourth Schedule in a book to be kept by him for that purpose and to be called the Marriage Certificate Book and such certificate shall be signed by the parties to the marriage and the three witnesses.

(2) On a certificate being entered in the Marriage Certificate Book by the Marriage Officer, the Certificate shall be deemed to be conclusive evidence of the fact that a marriage under this Act has been solemnized and that all formalities respecting the signatures of witnesses have been complied with.

**24. Void marriages.**—(1) Any marriage solemnized under this Act shall be null and void 5 [and may, on a petition presented by either party thereto against the other party, be so declared] by a decree of nullity if—

- (i) any of the conditions specified in clauses (a), (b), (c) and (d) of section 4 has not been fulfilled; or
- (ii) the respondent was impotent at the time of the marriage and at the time of the institution of the suit.

(2) Nothing contained in this section shall apply to any marriage deemed to be solemnized under this Act within the meaning of section 18, but the registration of any such marriage under Chapter III may be declared to be of no effect if the registration was in contravention of any of the conditions specified in clauses (a) to (e) of section 15:

Provided that no such declaration shall be made in any case where an appeal has been preferred under section 17 and the decision of the district court has become final.

**25. Voidable marriages.**—Any marriage solemnized under this Act shall be voidable and may be annulled by a decree of nullity if,—

(i) the marriage has not been consummated owing to the wilful refusal of the respondent to consummate the marriage; or

(ii) the respondent was at the time of the marriage pregnant by some person other than the petitioner; or

(iii) the consent of either party to the marriage was obtained by coercion or fraud, as defined in the Indian Contract Act, 1872 (9 of 1872):

Provided that, in the case specified in clause (ii), the court shall not grant a decree unless it is satisfied,—

(a) that the petitioner was at the time of the marriage ignorant of the facts alleged;

(b) that proceedings were instituted within a year from the date of the marriage; and

(c) that marital intercourse with the consent of the petitioner has not taken place since the discovery by the petitioner of the existence of the grounds for a decree:

Provided further that in the case specified in clause (iii), the court shall not grant a decree if,—

(a) proceedings have not been instituted within one year after the coercion had ceased or, as the case may be, the fraud had been discovered; or

(b) the petitioner has with his or her free consent lived with the other party to the marriage as husband and wife after the coercion had ceased or, as the case may be, the fraud had been discovered.”

6) The learned Judge rightly appreciated the fact. It appears that the petitioner got married twice, once, as per social norms and customs under the Hindu Law and the other marriage was by registration under the Special Marriage Act. Even if a competent Court had declared the social marriage in terms of the Hindu laws

and customs to be a nullity a competent Court has not declared the marriage solemnized under the Special Marriage Act to be a nullity. The marriage was neither annulled nor declared to be void. Under such circumstances, the learned Judge rightly appreciated the law and dismissed the writ petition without interfering with the observations of the Registrar General of Marriages, West Bengal.

7) The appellant submits that the Registrar General of Marriages, West Bengal did not have the authority to declare the appellant to be a married man.

8) In our view, the Registrar General of Marriages, West Bengal only informed the appellant, pursuant to his request for cancellation of the marriage certificate issued under the Special Marriage Act that, such cancellation could not be done unless there was an order of a competent Court. Only a competent Court could annul a marriage or declare the same as a nullity. The cancellation of the certificate is a consequence of such decision.

9) The decision of the Supreme Court in *Deoki Panjhiyara Vs. Shashi Bhushan Narayan Azad & Anr.*, reported in (2013) 2 SCC 137 does not help the petitioner at all. In fact, the decision is contrary to what the petitioner submits before this Court.

10) The Hon'ble Apex Court held that determination of the validity of the marriage between the parties could be made only by a competent court, in an appropriate proceeding by and between the parties. It would only be correct to proceed on the basis that the

appellant before the Hon'ble Apex Court continued to be the wife of the respondent so as to entitle her to claim all benefits and protection available under the Domestic Violence Act, 2005, until the competent Court declared the marriage to be invalid.

11) Accordingly, MAT 80 of 2026 and the connected applications are dismissed.

12) Urgent photostat certified copy of the order, if applied for, be given to the parties, upon usual undertakings. The order impugned is set aside.

**(Shampa Sarkar, J.)**

**(Ajay Kumar Gupta, J.)**