

A Legal Study on the New Regulations Concerning Betrothal Gift Disputes

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How to cite this paper: Han, X. (2025). A Legal Study on the New Regulations Concerning Betrothal Gift Disputes. *Education and Social Work*, 2(2), 81-93. ISSN Print: 3079-515X, ISSN Online: 3079-5168.
<https://doi.org/10.63313/ESW.9079>
Published: 2025-07-15

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Abstract

In the current process of marriage in China, the bride price is an indispensable part. In recent years, with the rapid development of China's social economy and the continuous increase of per capita income, a trend of comparison has swept across, leading to the continuous increase of bride price amounts. This not only aggravates the economic burden of the party paying the bride price but also lays hidden dangers for the marriage. As a result, the number of bride price dispute cases during divorce has been increasing, while the Civil Code and other relevant laws are not perfect in this regard. To curb high bride prices and reduce bride price disputes, the Supreme People's Court's Regulations on Several Issues Concerning the Application of Law in the Trial of Bride Price Dispute Cases (hereinafter referred to as the Regulations) came into effect on February 1 this year. This paper will specifically interpret the provisions of the Regulations through research on the definition, scope, nature of the bride price, as well as the reference factors and scope of bride price return, analyze its progress and deficiencies, and provide relevant improvement paths.

Keywords

Marriage; High Bride Price; Bride Price Dispute; Bride Price Return

Introduction

The bride price, originally derived from the "Na Zheng" in the "Six Rites" of ancient Chinese marriage customs, has a long history in marriage culture and has evolved into the current bride price in marriage. With the increasing independence of women and the imbalance in the ratio of men and women of marriageable age, the amount of bride price has gradually changed from appropriate to high or even sky-high, leading to a sharp increase in bride price dispute cases. [1] The former Marriage Law of the People's Republic of China (hereinafter referred to as the Marriage Law), the Civil Code of the People's Republic of China (hereinafter referred to as the Civil Code), and the relevant judicial interpretations of the Supreme People's Court (hereinafter referred to as the Supreme Court) have not properly solved the prob-

lem of bride price disputes, resulting in a dilemma where judicial trials in courts are not unified. In November 2023, the Supreme Court issued the Regulations again, which came into effect on February 1 this year, unifying the judgment standards for issues such as the definition of the scope of bride price payment and the conditions for bride price return in bride price disputes. However, the proportion of bride price return still needs to be further refined and improved to facilitate judges in handling cases according to law and accurately applying to various practical problems.

1. Bride Price Payment

1.1. Definition of the Meaning of Bride Price

The bride price originates from the "Na Zheng", also known as Na Bi or betrothal gifts, in the "Six Rites" of ancient marriage customs. Regarding the bride price, different disciplines have different definitions of its connotation. From a sociological perspective, [2] scholar Yang Hua believes that the bride price has two attributes: one is the contractual attribute of marriage, that is, the giving of the bride price marks the end of the engagement stage; the other is the marriage payment attribute, that is, the bride price is the economic compensation from the man to the woman's family for the previous upbringing efforts and the loss of labor force and other values of the woman's family. In the legal field, [3] scholar Zhang Xuejun believes that the bride price refers to the money and items given by one party to a marriage relationship and its relatives to the other party and its relatives (mainly from the man to the woman) according to local customs. Through studying legal cases and the new regulations issued by the Supreme Court, the author believes that the bride price is the money and items voluntarily given by one party (mainly the man) and its relatives to the other party (mainly the woman) and its relatives according to the economic situation and local customs in the process of marriage contract, in order to show the sincerity of willing to conclude a marriage with the other party, live together for a long time, and be willing to assume the obligation of mutual support.

1.2. Definition of the Scope of Bride Price

In the latest Regulations issued by the Supreme People's Court, first, Article 1 of the Regulations limits the bride price to "for the purpose of concluding a marriage" and "given according to customs". Secondly, Paragraph 1 of Article 3 repeats the purpose of payment and local customs in Article 1, and also defines the scope of the bride price through the time and method of payment, the value of the property itself, and the payer and recipient of the bride price. Finally, Paragraph 2 of Article 3 stipulates the circumstances that do not belong to the bride price by means of reverse exclusion, that is, property of small value given on special commemorative occasions, daily consumption expenses for expressing emotions, and other property of small value. It can be concluded that the common ground is property of small value.

Thus, the author can define the scope of the bride price through three major standards: First, for the purpose of concluding a marriage. The so - called "for the purpose of concluding a marriage" is the subjective intention of one party to give property to the other party, and even excludes the purpose of simply living together, and is limited to the level of marriage registration; Second, there is a bride price custom locally. The "bride price custom" is the literal meaning. If there is no such custom, there is no act of giving the bride price; Third, the property is of small value, which is summarized from Paragraph 2 of Article 3 of the Regulations. The specific situation should be objectively and specifically judged by the judge based on the local economic situation combined with the family and personal income of the parties. The above three standards are indispensable. The time and method of payment, as well as the payer and recipient, can be used as relevant reference factors. The payer and recipient of the bride price are generally the two parties and their family members, which is a subjective manifestation of the purpose of marriage. [4] The factor of "payment time" is more subtle. According to customs, the payment of the bride price mostly occurs before and after the engagement of the two parties until the marriage registration or the wedding, that is, the stage of discussing marriage. However, based on the current social situation, the order and time difference may exist among marriage registration, wedding, and cohabitation, so the payment time can only be used as a reference and judged by the judge in individual cases.

1.3. Definition of the Specific Content of Bride Price Payment

Based on the above standards for determining the scope of the bride price, some courts list and stipulate property with large amounts or high value according to the local economic situation, usually including large - amount gifts, real estate, means of transportation, house purchase money and car purchase money, "three gold" and other valuable jewelry, electrical appliances, etc. [^footnote0] Based on Paragraph 2 of Article 3 of the Regulations, the joint living consumption expenses of the two parties, property of small amount given on special festivals, gift money of special amount, and other gifts given to express and enhance emotions with small amounts do not belong to the category of the bride price, further narrowing the scope of the bride price. In addition, whether the meeting gift, the voice - changing fee, etc. belong to the bride price varies greatly according to local customs. This paper believes that such gifts basically have two characteristics: on the one hand, they are based on the recognition of the parents that they have become family members, containing the expectation of concluding a marriage; on the other hand, based on the current social atmosphere, the amount of such gifts is mostly large. Therefore, this paper believes that they should be included in the scope of the bride price. However, in some areas, according to customs, the amount of such gifts is only limited to "courtesy" and is not large, and considering factors such as whether they are given to each other, they may not be included in the scope of the bride price, that is, it is specifically

judged by the judge based on the local situation.

1.4. The Nature of Bride Price Payment

The focus of disputes in bride price dispute cases is the issue of bride price return, and the theoretical basis of the right to request bride price return lies in the payment of the bride price. At present, there are many controversies in the theoretical and practical circles about the nature of bride price payment. The author summarizes that they mainly include [5] the ordinary gift theory, [6] the purpose gift theory, and [7] the conditional gift theory, etc. The ordinary gift theory, that is, the payment of the bride price is compared with the ordinary gift, which has the characteristics of unilateral and gratuitous, and the ownership of the property is transferred to the other party upon delivery. This theory is only limited to the theoretical discussion in the academic circle and does not conform to the judicial spirit of the bride price dispute cases in China's judicial practice; The purpose gift theory believes that the payment of the bride price is for the purpose of concluding a marriage with the other party and pursuing the result of registering marriage with the other party. Although this theory clarifies the purpose of the bride price to conclude a marriage, it does not have the corresponding theoretical support for the issue of bride price return. The third theory is the conditional gift theory, that is, registering marriage with the other party is the condition attached to the payment of the bride price. The validity of the bride price payment is determined by whether the marriage is registered or not, and if the condition is not met, the validity is uncertain. This theory further provides theoretical support for the return of the bride price on the basis of the purpose gift theory. Obviously, the author agrees with the conditional gift theory, and the payment of the bride price should be a gift with a dissolving condition. In current Chinese society, most parents of families have struggled for half their lives, and when their children get married, they almost spend all their savings on the payment of the bride price. The payment of the bride price itself contains the conditions that the other party agrees to register for marriage and live together for a long time and have children. This purpose, reality, and helplessness cannot be denied or ignored. If it cannot be achieved, it is reasonable in the concept of ordinary people that the bride price should be returned. That is, "if the purpose is not achieved, the bride price should be returned" is an "implied" condition, which is conventionally agreed. If only the payment of the bride price is included without the theoretical support for the return of the bride price, and finally the marriage is not concluded but the bride price still belongs to the other party, this situation is obviously contrary to its original intention and is obviously unfair, and it will also affect social harmony and stability. According to the latest Regulations issued by the Supreme Court, the payment of the bride price is for the purpose of concluding a marriage, and if the purpose of payment cannot be achieved, it should be returned. Therefore, defining the nature of bride price payment as a gift with a dissolving condition has

sufficient theoretical and practical support. [8] That is, taking the marriage contract as a special form of contract, using the theory of relevant contracts, the payment of the bride price is a gratuitous gift with a dissolving condition. One party's payment of the bride price is conditional on the other party's future marriage registration with itself. If the marriage is registered in the future, the bride price belongs to the other party; if the marriage is not registered in the future, the gift contract is invalid, the payment of the bride price is invalid, and the other party should return the bride price.

2. Reference Factors and Scope of Bride Price Return

2.1. Reference Factors for Bride Price Return

According to Article 5 of the Regulations, if the two parties have completed marriage registration and live together, and one party requests the return of the bride price when divorcing, the court generally does not support it. However, if the cohabitation time is short and the amount of the bride price is high, the court shall decide whether to return it and the amount of return in combination with the use of the bride price, the amount of the dowry of the counterparty, the fault of both parties, the pregnancy status, and other actual conditions. The amount of the bride price is comprehensively considered in combination with the local per capita income, the economic situation of the paying family, and customs. Article 6 expresses the situation where the purpose is to conclude a marriage, but the marriage registration has not been handled but they live together. Similarly, the corresponding factors in Article 5 need to be referred to determine whether to return and the proportion. Combined with the provisions of the Interpretation of the Marriage and Family Volume of the Civil Code in 2020, which continues to use the Interpretation of the Marriage Law on several issues, for the case where the pre-marital payment leads to the payer's life difficulty when divorcing, and the party requests the return of the bride price, the people's court shall support it. Then, the author believes that the reference factors for the return of the bride price can be summarized as including the following factors: First, the length of cohabitation. The length of cohabitation is an important factor in determining the return of the bride price. According to the Regulations, if the marriage registration has been handled but they have not lived together or the cohabitation time is short, under the premise of excluding other factors, the proportion of bride price return should be most or even all, because the purpose of paying the bride price, in addition to concluding a marriage, is further to form a family. If they have not lived together or the cohabitation time is short, it can be regarded that the purpose of paying the bride price has not been achieved. Second, the amount of the bride price. Due to the different customs in various regions and the economic conditions of the man and the woman, the situation of bride price return is also different. If the amount of the bride price in the region is large or the parties pay more, it should be returned under the premise of excluding other factors;

while in some regions, the bride price is only limited to "courtesy", the amount is not large, and the two people use it almost the same after marriage, so there is no need to return it. Third, the use of the bride price. In the process of concluding a marriage between the two parties, it is indispensable to hold engagement and marriage ceremonies. Since the holding of these ceremonies is part of concluding a marriage, the necessary expenses for the preparation should be deducted from the bride price. In addition, if the two parties have lived together, the consumption expenses of the bride price used for common life should also be deducted. Fourth, the fault of both parties. The author believes that the fault here, before marriage registration or before cohabitation, should mainly be the harm to the marriage parties and their families; during the period after marriage registration or without registration but cohabitation, it should also include faults such as bigamy, infidelity, domestic violence, and concealing major physical diseases. If the payer has the above faults, the return of the bride price can be appropriately reduced; if it is the recipient, more should be returned. Fifth, the pregnancy situation. Including pregnancy and childbirth, and pregnancy and miscarriage. The birth of a child can subjectively indicate that the recipient of the bride price is willing to live together with the payer and have children, which is consistent with the purpose of paying the bride price; objectively, having children will inevitably cause harm to the body, so the pregnancy situation should be considered when returning the bride price; Sixth, local customs. There may be some conventions on the return of the bride price in various regions, so the return of the bride price should refer to them; Finally, the return of the bride price also needs to consider the economic situation of the payer's family, whether the payment of the bride price leads to the difficulty of the payer's life, including absolute difficulty and relative difficulty. However, the proof of absolute difficulty has a certain degree of difficulty, because there may be a long time between the payment of the bride price and the bride price dispute, and in most cases, it is impossible to prove that the absolute difficulty of the payer's life is caused only by the payment of the bride price without other reasons. Then, the shorter the interval, the fewer the intervening factors, and the more it can prove the causal relationship between the absolute difficulty of the payer's life and the payment of the bride price, and the greater the possibility of bride price return in practice.

2.2. The Scope of Bride Price Return

The right to request the return of the bride price is based on the payment of the bride price, and the scope of the return of the bride price should also be within the scope of the payment of the bride price. Then, the return of the bride price should be based on the payment of the bride price, refer to the various factors of the return of the bride price, and be specifically judged by the judge according to the specific situation. Among them, there are two determining factors for the return of the bride price, namely having children and causing the payer to live in absolute difficulty.

Other factors are considered as discretionary factors. In addition, in the case of "extorting property in the name of marriage" stipulated in Article 2 of the Regulations, except for the obvious "marriage fraud" phenomenon, which is directly returned in full, other circumstances can also be incorporated into the general bride price return rules, and whether to return and the return proportion are determined with reference to them. Having children includes two situations: having given birth and having miscarried without giving birth. If a child has been born, it should not be returned. This concept is also reflected in the trial guidelines of the Supreme Court and most courts [^{footnote1}]. The payment of the bride price is for the purpose of concluding a marriage, but not only for this purpose. In the inherent concept of the Chinese people, having children is an indispensable part of life after marriage. As the main body of having children, women bear more physiological risks such as postpartum hemorrhage and postpartum depression and psychological pressure in the process of pregnancy, childbirth, and even postpartum recovery, and women also pay more relatively in the subsequent raising of children. Combined with the length of cohabitation, it is divided into two situations: if children are born after a short period of cohabitation, then according to the provisions of China's Civil Code, when parents divorce, if the child is under two years old, the child shall be raised by the mother in principle. [9] Even if the father still bears the maintenance fee, whether from the perspective of the woman's pregnancy compensation or the upbringing and growth of the child, it is undoubtedly more beneficial not to return the bride price; if the cohabitation time is long, it does not conform to the "short cohabitation time and high bride price amount" in the Regulations, and should not be returned. In the case of miscarriage, although there is no cost and effort in raising children, the physiological risks and psychological pressure during pregnancy still exist. Miscarriage itself causes great harm to the health of women, and as a mother, losing the unborn child will also cause great psychological harm. Therefore, based on compensation, it is reasonable that the bride price is not returned or returned in a small amount. Causing the payer to live in difficulty includes two types: absolute difficulty and relative difficulty. Absolute difficulty means that the payment of the bride price causes the payer's family to borrow everywhere and be unable to repay, or the payer's family has no fixed economic source, and the payment of the bride price exhausts the savings, so that they cannot maintain the local basic living standard [^{footnote2}]; while relative difficulty means that the payment of the bride price causes a great disparity in the living standards of the payer's family before and after the payment. This paper believes that only absolute difficulty should be returned, because although relative difficulty is also an important reference factor for the return of the bride price, it is unreasonable to require the recipient to return the bride price based solely on "relative difficulty". [10] The "absolute difficulty" is based on the basic human right of survival security and the long-term pursuit of poverty alleviation and all-round well-off. The most basic living security of people and the

realization of common prosperity for all people in China must not be affected by the bride price. "Extorting Property in the Name of Marriage" is Incorporated into the General Bride Price Return Rules Article 2 of the Regulations prohibits extorting property in the name of concluding a marriage, and one party who extorts property in the name of concluding a marriage may be required by the other party to return it. What is the difference between "extorting property in the name of marriage" and the receipt of general bride price payment in practice? [11] The Supreme People's Court also admits that it is difficult to have a clear boundary in practice whether the property given to the woman belongs to "extorting property in the name of marriage", and it is also very difficult for the parties to prove. In addition to the "marriage fraud" phenomenon of absconding with money immediately after receiving the bride price or extorting property in the name of concluding a marriage for many times in a short period, which can be directly handled in accordance with Article 2 of the Regulations and request the other party to return the bride price in full, it is not well distinguished in most cases. Because the situation of seeking property through marriage mainly lies in judging the subjective will of the recipient, who may have no intention of marriage at all, that is, the "marriage fraud" phenomenon; or may have the intention of marriage but take the opportunity to extort property. [12] In either case, it is impossible to judge whether the recipient really has the intention only by listening to the one - sided words of the recipient, but to judge from objective facts such as whether the marriage has been registered, the length of cohabitation, and the pregnancy situation, which is not much different from the determination of the general situation. The amount of return can be determined by comprehensively considering various factors in accordance with the general bride price return rules.

2.3. Improving the Circumstances of Bride Price Payment

Before the introduction of the Regulations on Bride Price Disputes, the Interpretation (I) of the Marriage and Family Volume of the Civil Code stipulated three circumstances for the return of the bride price: first, no legal marriage registration has been carried out; second, marriage registration has been handled but they have not lived together; third, the payment of the bride price has caused the payer to live in difficulty. The latter two circumstances must be based on divorce. The provisions do not include all circumstances. In the current society, there are many circumstances in judicial practice where marriage registration has not been handled but a wedding has been held and they have lived together for a long time or even had children, or marriage registration has been handled and they have lived together but for a short time, which are not included in the above judicial interpretations, resulting in that judges have no unified standards to apply in handling such cases, and whether to return the bride price and the proportion of return have become difficulties in trial. The introduction of the Regulations on Bride Price Disputes has supplemented the circumstances of bride price return, so that judges have rules to follow in judicial

practice.

2.4. Unclear Criteria for Determining Ineligibility during the Probationary Period

When employers terminate labor contracts on the grounds that "the worker is proved not to meet the employment criteria during the probationary period," the lack of specific legal provisions regarding "employment criteria" has led to inconsistent determination standards in practice.

Case 5: An enterprise recruiting salespersons simply stated in its recruitment advertisement that candidates must "have good sales abilities." After employee Qian started his probationary period, the enterprise terminated his labor contract, claiming that he did not meet the employment criteria because his sales performance fell short of expectations. Qian argued that the enterprise had not clearly defined specific employment criteria and that he had worked to the best of his ability during the probationary period. The arbitration institution ruled that the enterprise failed to provide clear and specific employment criteria or sufficient evidence that Qian did not meet these criteria, rendering the termination illegal.

In cases of terminating labor contracts during the probationary period, employers should clearly inform workers of specific employment criteria during recruitment and conduct objective and fair evaluations of their performance during the probationary period. However, in practice, many employers set vague employment criteria or lack objective standards and due process in the evaluation process, thereby infringing on workers' rights and interests.

3. Improvements of the Current New Regulations

3.1. Clarifying the Purpose of Bride Price Payment and the Scope of Bride Price

Before the introduction of the Regulations, the relevant regulations did not clearly stipulate the purpose of bride price payment. Article 1 of the Regulations clearly states that the payment of the bride price is for the purpose of "concluding a marriage", and Articles 5 and 6 also show through the reference factors for the return of the bride price that the payment of the bride price is not only for the purpose of "concluding a marriage", but marriage is a continuous and long - term relationship, and "long - term cohabitation and having children" is also the essential pursuit of paying the bride price. In addition, Article 3 of the Regulations further limits the scope of the bride price by reversely excluding the content that does not belong to the bride price, that is, property of small value objectively, so as to further improve the precision of judges in judging the scope of the bride price.

3.2. Clarifying the Parties to Bride Price Disputes

Before the introduction of the Regulations, the regulations on bride price disputes

did not clarify the parties to the bride price return dispute. In the trial guidelines of courts in various places, some believe that the bride price dispute arises from the conclusion of marriage, so the parties should be limited to the man and the woman who conclude the marriage; some believe that when children get married, parents mostly spend half their lives' savings to give the bride price to the other party and their parents, so the parties should be the man, the woman, and their parents; others believe that the bride price is the property given by the man's family to the woman's family for marriage, so the scope of the parties is expanded to the family members of both parties or the actual payer and recipient of the bride price. But there is no exact relevant regulation issued. The Regulations fully consider the custom that most marriages of Chinese children are arranged by their parents, and Article 4 is divided into two situations for full provisions: in the dispute over betrothal gifts, if the parents of both parties are involved, in order to respect the customs and find out the facts of the case as soon as possible, one party to the marriage contract and its parents who actually pay the bride price may be co - plaintiffs, and the other party to the marriage contract and its parents who actually receive the bride price may be co - defendants; the reason for not expanding to other relatives is that the participation of too many people will affect the litigation efficiency and easily intensify contradictions. For those whose parents died early and were raised by other relatives and who gave or received the bride price on their behalf, the Regulations do not make expanded provisions due to the complexity of the reality, but in practice, judges can judge and refer to the Regulations for application. In divorce disputes, considering that the subject matter of divorce cases is mainly to dissolve the marriage relationship, and it is not appropriate for others to join as parties, so in divorce disputes, only the husband and wife are the parties.

3.3. Improving the Circumstances of Bride Price Payment

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circumstances of bride price return, so that judges have rules to follow in judicial practice.

3.4. Clarify the Standards for Determining Ineligibility for Employment during the Probation Period and the Burden of Proof

Legislative authorities should clearly stipulate the specific content and form requirements of "employment conditions" during the probation period. Employment conditions should be clear, specific, and legal, covering requirements for work ability, work attitude, professional qualifications, etc., and should be informed to workers in writing during recruitment. At the same time, the burden of proof for employers to terminate labor contracts during the probation period should be clearly defined. Employers shall bear the burden of proof to show that the worker does not meet the employment conditions, such as providing specific assessment records and work performance evaluations. If an employer fails to provide sufficient evidence to prove that the worker does not meet the employment conditions, its termination of the labor contract shall be deemed illegal. In addition, strengthen the supervision and management of employers' termination of labor contracts during the probation period, and impose corresponding administrative penalties on employers who illegally terminate labor contracts in accordance with the law to protect workers' legitimate rights and interests during the probation period.

4. Deficiencies of the Current New Regulations

4.1. Failure to Effectively Solve the Burden of Proof Difficulty of the Parties

Regarding whether to return the bride price and the proportion of return, cohabitation as the essential purpose of bride price payment is a very important reference factor. In terms of cohabitation, it is not only limited to living in a common residence, but also includes sexual life between husband and wife, the spiritual life of the couple, the performance of mutual support obligations to each other, and the assumption of obligations to the family members of the other party. According to the principle of "who claims, who proves in the civil procedure law, the burden of proof in the bride price return dispute should be on the party claiming the return of the bride price, who needs to prove that the two have not lived together or have lived together for a short time. Except that it is relatively easy to prove living in a common place, it is difficult to provide other evidence for the rest, especially to prove the sexual life between husband and wife, which can only be made by the payer through statement, and it is difficult to provide other evidence as long as the other party refutes.

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5. Improvement Directions of the Current New Regulations

5.1. Reasonably Distributing the Burden of Proof

Based on the difficulty in proving cohabitation in bride price disputes, whether the burden of proof can be considered to be inverted, and the party receiving the bride price shall bear the burden of proof. It is relatively easier for the recipient of the bride price to prove the existence of living in the same residence, sexual life between husband and wife, spiritual life of the couple, performance of mutual support obligations to each other, and assumption of obligations to the family members of the other party than for the payer to prove the non-existence. Because the payer needs to prove the complete absence to deny the fact of cohabitation, while the recipient only needs to prove the partial existence to prove that the two have lived together. Regarding whether it will increase the burden of the bride price recipient, the author believes that the proof of cohabitation in bride price disputes mostly occurs during the engagement period. In the current situation where the amount of the bride price is heavy, the bride price is almost the savings of a family for half a lifetime. Relatively speaking, the payer bears a greater risk. Inverting part of the responsibility to reduce the risk that the payer cannot return the bride price is relatively fair.

5.2. Reasonably Distributing the Burden of Proof

In judicial practice, due to the lack of relatively clear proportions of each reference factor in the return of the bride price, judges have too much discretionary power in judicial trials and the workload is very heavy. In order to standardize judicial trials, reduce the work pressure of judges, and narrow the discretionary power of judges, some provinces and cities have begun to try to formulate relevant standards, [13] such as the Judicial Guidance on the Trial of Disputes over Betrothal Gifts formulated by the Intermediate People's Court of Shangqiu City, which establishes an operational bride price return proportion system based on whether marriage registration has been handled, the length of cohabitation, and whether children have been born. The above local pilots provide useful references for the establishment of a national system standard. All regions can then make appropriate adjustments according to local customs on the basis of the national standard, so that the handling of bride price return cases is more fair and reasonable.

6. Conclusion

Today, when the bride price continues to rise in various places), the Supreme Court has issued the Regulations to further improve the loopholes in the rules of bride price disputes in judicial practice, clarify the purpose of bride price payment, reiterate the prohibition of extorting property in the name of marriage, further narrow the scope of the bride price, clarify the reference factors for bride price payment, supplement the circumstances of bride price return, and clarify the litigation subjects of bride price return. The improvement of the bride price return rules has promoted the fairness of the resolution of bride price dispute cases to a certain extent. However, there are still some difficulties in the return of the bride price in practice, such as the lack of a unified standard for the proportion of each factor in the return of the bride price, and the excessive judicial discretion of judges. It still needs to be further improved and solved to promote social harmony and stability and achieve national prosperity and strength.

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