

FROM IPC TO BHARTIYA NYAYA SANHITA: RECASTING 'COERCION' UNDER SECTION 15 OF THE INDIAN CONTRACT ACT IN CASES OF THREAT TO COMMIT SUICIDE

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Abstract

Indian Contract Act, 1872, section 15 is premised on the fact that a contract ought to be seen as a product of free and voluntary assent and not through the exertion of unreasonable force or coercion. To a short time not so long ago, the Indian courts have conceptualised the concept of coercion within the scope of criminal law, and the term act prohibited by law has been used in many instances, interchangeably with that which is imprisonable under the Indian Penal Code, 1860. A vexed legal debate has been whether a suicide threat meets the definition of coercion or not in the scheme of things. Previously, a criminalisation of an attempt to commit suicide by Section 309 of the IPC was used as the actual or hypothetical ground to make forcible what was said on the ground of such criminalisation and to rescind the contracts made by some threats.

The latest changes in the law have rendered a good deal of unstable ground on this stand. The Mental Healthcare Act, 2017, made one assumption that someone who attempts suicide is under the extreme load of the psyche, and they do not have to be a subject of criminal prosecution. Another way to support this tendency was the fact that even the Bharatiya Nyaya Sanhita (2023) does not refer to suicide as a criminal act. The decriminalisation of suicide has upset the historic proportions between the force and the law of criminality, and in this respect, questions whether the criminal illegality of the old law of Section 15 applies to the cases that deal with the threat of suicide.

The key question that is posed in this paper is as follows: can and on what doctrinal basis can an attempt to commit suicide invalidate contractual consent in the post-IPC regime of law? The paper assumes a doctrinal approach and a comparative approach of statutory analysis of the statutes, as well as judicial response or comparative judicial reaction. This concludes that, first and foremost, coercion should not be the measure of the influence it has on free will but must instead be determined through the fact that the threatened act is criminal and that the threat of suicide may yet be a psychological form of coercion which is capable of inducing invalid consent.

Keywords: Coercion; Section 15 Indian Contract Act; Suicide Threats; Section 309 IPC; Bharatiya Nyaya Sanhita, 2023; Free Consent; Psychological Coercion

1. Introduction

The assumptions underlying the premise of the contract law are anchored on the assumption that the contracts could simply be executed upon when the parties engage in the contract in free and voluntary consent. This doctrine may be supported based on the Indian Contract Act, 1872, in which consent clauses may be identified in the case where coercion, undue influence, fraud, misrepresentation, and mistake may be experienced while making the acceptance. There is a need to start with these with a valuable part of the first, which is one that deals with cases where consent was obtained by the influence of unreasonable pressure and not by a real agreement. In the past, the definition of coercion has always been synonymous with the criminal law, especially when it is referred to as the act that is prohibited by law, and which the courts have more frequently than not associated with crimes.

Suicide threat has been made on this scenery in one of the G-spread scandals, whether it will be compulsive. Once, this kind of threat was alleged to be coercive, just as the attempt to commit suicide also could be punished under the Indian Penal Code 1860. This has been altered in large proportions with a change in the legal and social interpretation of mental health. Both the Mental Healthcare Act, 2017 and the eventual replacement of the Indian Penal Code with the Bharatiya Nyaya Sanhita, 2023, are referring to the radical shift of the paradigm or ignoring criminalisation of suicide in preference for the treatment of a human being as a rehabilitative issue.

The developments are of great concern the contracts law. And whereunder Section 15 that a vitiating of a consent shall be a threat to commit suicide is the reason, because suicide is no longer a punishable offence. This change, which was involved in this paper, is an attempt to revive the idea of coercion against the backdrop of changing legal trends and constitutional principles of freedom of choice and self-respect, in both theological and judicial and policy implications.

2. Conceptual Foundations of Coercion under the Indian Contract Act

2.1 Textual Analysis of Section 15 of the Indian Contract Act, 1872

Coercion, when used in the Indian Contract Act, 1872, section 15, implies doing or attempting to do anything that is prohibited by law, or unlawfully acquiring or attempting to acquire any property, that is not favourable to any other person, that is to induce another into a contract. It is characterised in its use, which never limits the coercion to a ring of actions bent towards the party who contracts it, but also towards the protection of coercion to the conditions of the third party.

On section 15 that is a textual review, it can be seen that three elements are obligatory that will include; first, the fact that the act that is in effect being done is an act outlawed by law or is an illegal possession of property, secondly, the fact that there is a threat or actual threat of such act and lastly is the fact that there is intention of inducing consent to agreement. The Indian law, in contrast to the English law, which had historical traditions of the most severe attitude towards the use of coercion except through the use of bodily force or threat, was more generous, and also subject to the circumstances in the colonies, and to the socio-economic inferiority.¹

This sentence is especially interesting as it is a crime that is outlawed by the law. The legislature did not confine the term to the crimes which are criminal, and this left the interpretative freedom

¹Albanese, Jay S., Rose Broad, and David Gadd. "Consent, coercion, and fraud in human trafficking relationships." *The Field of Human Trafficking*. Routledge, 2023. 13-32.

to the courts to include the acts that it criminalised by the civil, constitutional or statutory rule in the acts. The general definition has been criticised on whether morally objectionable but not criminal activities, like threatening to commit suicide, can be regarded as coercion to a contract.

2.2 Elements of Coercion

Act Forbidden by Law

An illegal act refers to the act that is prohibited by the law, i.e. the act that has been expressly prohibited by the law or the legal principles that are being applied at that specific time. The conventional understanding of this term by the courts was grounded in the criminal law, especially the crimes that were punishable by the Indian Penal Code. But judicial interpretation has made an exception that an act might not be punishable to become a forbidden act; an act just must not be forbidden by the law or condemned.

Such a difference is of crucial priority since it will make a line between illegality and criminality. It is not necessarily that all the acts can be punishable, but they must be illegal. The question of whether the suicide was real and whether it was legal or not is the manifestation of this tension. An imminent act of suicide was also evident in the cases of treating suicide as an offence in Section 15. Whether such behaviour is either normative or policy forbidden is a question that is raised due to the decriminalisation of such behaviour, although it is not penalised.²

Threat of Detention of Property

The 15, part 2, addresses the matter of criminal seizure or the danger of the seizure of any premises of any person. This entails the guarantee of the contractual agreement of economic coercion and property pressure. Coercive arrest happens to be one that is not lawful, and is executed to negotiate a promise.

The Indian court has never believed that the lawful possession could have been a coercive possession, where the intent was illegal. It is not merely associated with detention but the intention to make one consent. This aspect brings in the lawmaking coercion of the substantive voluntariness and not the formal legality that authenticates the protective product of Section 15.

2.3 Relationship between Criminal Law and Contractual Consent

The idea of coercion based on contract law is inevitably associated with the criminal law, but the normative takes place in other areas. The areas of law that are related to criminal law are punishment and social control, and the areas that are related to criminal law are the voluntariness and equity in transactions between people. The issue of criminal prohibitions is, however, prone to controlling the establishment of free consent.

The standard of the criminal law has been extensively used in the courts to define coercion and equate the unpermitted in the law with crime. That was what ensured and restricted the contract law to the changing social reality. The progressive emergence of coercion with extreme criminality is also an indication of a change in perception of the psychological, moral and economic pressure

² Amponsah, Anokye Acheampong, Felix ADEKOYA Adebayo, and Benjamin Asubam WEYORI. "Blockchain in insurance: Exploratory analysis of prospects and threats." *International Journal of Advanced Computer Science and Applications* 12.1 (2021).

that is more sensitive and weaker in the consent, even in the circumstances of non-criminal liability.³

2.4 Judicial Interpretation of “Act Forbidden by Law”

The act that has been forbidden by law has not been given a consistent judicial interpretation. It has been construed at some courts as a punishable act of the criminal law. The other alternative or choice has been a more extensive building that focused on the fact that the legislature seemed to abstain from the exploitation and alienation.

Amazingly, the courts have observed that failure to impose the punishment does not necessarily mean that the same cannot be punished. Something forbidden can be viewed as those behaviours that are outside the policy of the society, constitutional morality or the statutory purpose. This interpretative digression has been especially useful in the cases of the threats of committing suicide because the courts have struggled to balance the dynamic criminal law policies and the principles of the established contract law.⁴

2.5 Comparative Position in English Contract Law

The duress that was applied to the English contract law entailed a historical form of duress that was only confined to physical injuries. The doctrine has, over the years, been expanded to accommodate economic duress, also because consent to illegal economic duress is also faulty.

This is in stark contrast with Indian law, which is based on the notion of acts prohibited by law, but on the legitimacy of the pressure and the nonexistence of a realistic alternative. By taking this pragmatic stance, it is possible to have greater freedom for courts to look at situations of coercion. The Indian system that has a broader textual foundation relates to the legality of the action that is targeted, and therefore it is difficult to determine when the moral coercion takes force, yet not necessarily illegality.

Compared to this, the Indian courts are said to be reformed through a purposive approach of the English jurisdiction, where special focus is made on the quality of consent and not the criminality or non-criminality of the act threatened. This would give a sense of coherence to the doctrine of the post-IPC, BNS-controlled law.

3. Judicial Interpretation of Threat to Commit Suicide under the IPC Regime

3.1 Suicide under IPC: Section 309 and its Legal Status

The role of suicide in the Indian criminal jurisprudence of most of Indian legal history was controversial. Attempted suicide was declared a criminal crime in the Indian Penal Code, 1860, section 309 and any criminal who did not succeed was condemned. This was a sign of a colonial moral code which made suicide not a tragedy or vice of individualism, but a crime which needed to be reprimanded.⁵

³ Borrás Jr, Saturnino M., et al. "Death of agrarian societies by a thousand cuts: non-corporate 'pin prick' and medium-scale land grabs." *Globalizations* (2025): 1-15.

⁴ Chan, Jenny, et al. "After the Foxconn suicides in China: a roundtable on labor, the state and civil society in global electronics." *Critical Sociology* 48.2 (2022): 211-233.

⁵ Dunlap, Alexander, and Martín Correa Arce. "'Murderous energy' in Oaxaca, Mexico: wind factories, territorial struggle and social warfare." *The Journal of Peasant Studies* 49.2 (2022): 455-480.

The direct monetary outcome of the criminalisation of suicide was on the civil law, specifically the contract law. As the Indian Contracts Act of 1975 spells out coercion as involvement or even a threat to do any act, which is prohibited under the law, the very fact that Section 309 of the Indian Contracts Act vests a positive statutory annexation on the meaning of the term threatening suicide, as coercion, makes sense. Judicial soundness in allegedly contracted contracts at deliberate threats would thereby be granted by the law of criminality of suicide.

Nevertheless, as the years went by, Section 309 was a matter of further discussion considering the fact that it had failed to be put in context with the following conceptions of mental health, autonomy and human dignity. This changed attitude became the cause of the uncertainty of the future contract law.

| Element | Legal Explanation |
|-----------------------|---|
| Act forbidden by law | Act prohibited by statute or legal policy |
| Threat | Express or implied pressure |
| Detention of property | Unlawful withholding to induce consent |
| Intention | Purpose to compel agreement |
| Scope of coercion | Includes acts against third parties |
| Doctrinal focus | Protection of voluntariness |

Table 1: Elements of Coercion under Section 15 of the Indian Contract Act

3.2 Early Judicial Approach

The original legal input, according to the risks of suicide within a contractual association, consisted of the ethical rationale and coercion-based hardening. Traditionally, the courts were prone to investigate that the suicide was a crime and, on a conditional basis, which presupposed it, established that there was a threatening thereof in Section 15 a form of coercion.

This is one of the first and most referred to cases that even considered suicide as an act, which is unlawful in the law regardless of whether it was done or not. What was in focus was the quality of threat as well as the forceful inducement of the mind of the promise. The motivation of the courts was that, signing a contract on the consideration of the emotional weakness of a person, the principal neutralisation action of free will was considered.

It was a primary law expediency where criminal prohibition was simply correlated with the illegitimacy of the contract when using formality. Nonetheless, it left many grounds to take psychological peculiarities, the ethical and legal character of suicide.⁶

3.3 Landmark Judgments on Suicide as Coercion

The reasoning of the landmark case court would be one switch between the fact that suicide was an illegal way and the other one that it is that of immorality, and yet it is a legally questionable act. However, the courts that followed the same method of resolution of the issue believed that, as

⁶ Farr, Brittany. "Breach by violence: the forgotten history of sharecropper litigation in the post-slavery South." *UCLA L. Rev.* 69 (2022): 674.

suicide (or an attempt) was a punishable offence as per the IPC 309, a threat to commit suicide was an apparent act forbidden as per the laws. Contracts were therefore defeated on such threats and voidable in the goodwill of the party, thus embarrassed.

Conversely, judgmental representations were those that brought moral reasoning to the analysis. These courts observed that, though in practical reality, suicide can not necessarily earn criminal culpability, on the other hand, such action was not welcome within the law system. To them, suicide would be considered to be a contradiction of the policy and the morality of the society and hence, Section 15 under the broad interpretation coverage section.

These two sides of the alternative illegality and immorality led to the instability of the doctrines. Although the consequence of this was that the coerced party was usually at the mercy of pity, the legal basis of this conception was largely ambiguous on the fact that coercion was founded on the penal law or the general normative theory.

| Phase | Judicial Approach |
|-----------------------|--|
| Early period | Suicide treated as criminal and coercive |
| IPC influence | Section 309 used to establish illegality |
| Moral reasoning | Suicide condemned as immoral conduct |
| High Court divergence | Conflicting interpretations |
| Supreme Court role | Indirect guidance, no definitive ruling |
| Result | Doctrinal inconsistency |

Table 2: Judicial Evolution on Suicide Threats as Coercion

3.4 Conflicting High Court Decisions

This has been noted to be inconsistent on this issue in the jurisprudence at the High Court. The other High Courts were stricter statutorily fixed because they believed that once suicide was no longer an offence and at the same time a leniency treated offence, then a threat of suicide could no longer be counted as a type of coercion. These instances demonstrated that the act that is prohibited under Section 15 of the law is required, and not the act which forces moral indignation.

However, other High Courts sought the purposive interpretation that emphasised the effect of the threat rather than the criminal nature of the threat. This court's rationale is that this coercion is in the destruction of free will. The very fact of a threat to commit a prosecutable or unsalvageable suicide is a massive psychological load that can lead to consent as the primary issue that is not appropriate in the voluntariness of the contract.⁷

This has also created a legal grey area whereby a different outcome of factual cases sharing the same facts would have been arrived at, given the difference in interpretation of the same case in a particular jurisdiction.

⁷ Galoob, Stephen R., and Erin Sheley. "Reconceiving Coercion-Based Criminal Defenses." *The Journal of Criminal Law and Criminology (1973-)* 112.2 (2022): 265-328.

3.5 Supreme Court's Position and Legal Ambiguity

The problem of suicide is not solved in the contract law directly; however, the issue is addressed to the extent of constitutional law and the criminal law, thus by the Supreme Court of India. What this has done indirectly, however, is to affect the jurisprudence in terms of contracts as its wavering position that earlier on was to contend on behalf of the Section 309 IPC, but which now was to admire the dignity and the psycho-health characteristics of suicide.⁸

Although the Court has granted freedom based on which, in most instances, suicide is an act of mental disturbance and not a criminal motive, it has not explicitly specified how this interpretation ought to be applied to the provisions of the private law, like coercion. The doctrine has entailed some blank about the decisive juridical reasoning on the blatant meaning of a threat of committing suicide as a form of coercion in Section 15.⁹

The changes in the law and the replacement of IPC with Bharatiya Nyaya Sanhita have even driven them to such a point that it is becoming problematic to apply pre-existing criminal law founded reasoning.

3.6 Doctrinal Critique of Existing Jurisprudence

The contemporary jurisprudence of suicide as coercion has conceptual flaws and goes excessively far in the categories of criminal law. Closely connecting the image of coercion with the categories of banned penalties, the court has not considered the aspect of the law of contracts, free will and consent.

An answer that is more ideologically correct would be to decouple coercion, as well as acute criminality, and focus more on the nature and quantity of pressure applied. Coercive, and may be threats of physical injury, threats of illegally seizing the property, threats of emotional dependence, family, or threats of psychological weakness.

The further use of moral in the outdated moral or penal arrangement poses the effectiveness of section 15 into question, with the aim of mitigating the non-physical coercion of the contemporary era. The most desired is a judicial re-reading of the law that would initiate the contractual consent into the present conceptualisation of mental health, autonomy and fairness, particularly in the legal terrain of post IPC.¹⁰

4. Transition from IPC to Bharatiya Nyaya Sanhita: Legal Implications

4.1 Legislative Background of the Bharatiya Nyaya Sanhita, 2023

The most significant transformation in the criminal justice paradigm in India is the enactment of the Bharatiya Nyaya Sanhita, 2023 (BNS), which is aimed at replacing the Indian Penal Code that was operational during colonial rule. The BNS is aimed at resulting in a modernisation of criminal law by changing criminal law in accordance with the values of constitutionality, the contemporary

⁸ Giubilini, Alberto, et al. "Vaccine mandates for healthcare workers beyond COVID-19." *Journal of Medical Ethics* 49.3 (2023): 211-220.

⁹ Jones, Nev, et al. "Investigating the impact of involuntary psychiatric hospitalization on youth and young adult trust and help-seeking in pathways to care." *Social psychiatry and psychiatric epidemiology* 56.11 (2021): 2017-2027.

¹⁰ Hale, Robert Lee. "Coercion and distribution in a supposedly non-coercive state." *Law and Economics Vol 1*. Routledge, 2024. 307-332.

form of social reality, and according to rights-oriented justice. The emphasis has been on the victim-centricity, proportional punishment and decolonisation of the concepts of the law that were historically morally paternalistic.

The result of such an overhaul of criminal law in general inevitably spills over into the principles of the domestic law, which in the course of many centuries have been given an interpretative aid by the penal projections. Even the foundations of the contract law, such as coercion where criminal illegality is employed to gauge the prerequisites of consent, must undergo redefinition given the new criminal law world brought in by BNS.

4.2 Omission of Suicide as an Offence

The absence of the attempt to commit suicide as a crime is one of the exceptions of the IPC model to the BNS that are the greatest. This omission formalises the change that was already being affected by the Mental Healthcare Act, 2017, of decriminalisation that had become de facto but had become de jure. This legal silence of suicide in the BNS is an active rejection of the harsh psychic distress treatment.

This could be explained by the fact that, in removing the factor of suicide out of the domain of criminal misconduct, the BNS erases the history on which the courts have considered suicide as a legally prohibited act. This change, on the one hand, is eliminating confusions in the law of criminal events, but it also obliges us to consider any doctrine in the statutes of the private law which based on an interpretation of coercive conduct which refers to Section 309 of the IPC.¹¹

4.3 Recasting the Meaning of “Act Forbidden by Law”

It is the incidence of the fact that suicide, as defined under the BNS, is not an offence, as on the other hand, the concept of a contract that is forbidden by the law as defined in Section 15 of the Indian Contract Act, 1872. In case forbidden acts should be equated as criminal offences, suicide threats would not be an object of compulsion. This reduction of the concept is perilous to the safeguarding role of Section 15.

The traditional tradition of Indian jurisprudence traditionally valued such fact that the law may not stand against an act, but it can proscribe it. The prohibition might be founded on the constitutional principles, law policy, as well as on the final values of law. Based on this point of view, the word forbidden by law is to be considered as a normative rather than a realistic term. The BNS does not sanction or support suicide; on the contrary, it redefines it to be a crisis of health. It is through this form of normative disapproval that the recognition of the suicide threats can be treated as legally inadmissible to the contract.

4.4 Implications for Coercion under Contract Law

The redefinition of the IPC as BNS places significant alterations on the analytical foundation of coercion, as conceptualised in the contract law. Employing criminal illegality as an apt measure to the issue of coercion could no longer be effective in cases of suicide threats. This twist shows that a solution to the issue of contractual consent that is based on criminal law cannot be effective.

¹¹ Kanougiya, Suman, Muthusamy Sivakami, and Saurabh Rai. "Predictors of spousal coercive control and its association with intimate partner violence evidence from National Family Health Survey-4 (2015-2016) India." *BMC Public Health* 21.1 (2021): 2185.

Free will is, in essence coercive to be destroyed. Threats of suicide are very stressful, full, particularly in a family and relationship, psychologically and emotionally. Since threats in the form of forces that are not criminal, the contract law would fail to protect the vulnerable parties against being threatened in extreme forms, which are non-physical. The BNS consequently compels the courts to micro-focus or revolve around the nature and the effect of the pressure being applied rather than whether the nature of the pressure applied falls under the classification of the criminal law.

4.5 Compatibility of BNS with Section 15 of the Indian Contract Act

Even though the BNS has set forth the criminal liability, and the Indian Contract Act, this does not mean that the statutes are not part of the same law system. Their occurrence is an interpretative coincidence. The cryptic of section 15 ought to be construed in a manner that it would not turn out to be useless under the crime law amendment.¹²

Some part of Section 15 would therefore be obsolete in an unresponsive interpretation of coercion where individual dependence was to be the criminal offence. The purposive interpretation, however, which concentrates on the protectivity of free consent, saves an accord between the two laws. The humane approach of the BNS to suicide is not incongruent with one of the doctrines of the law of contract, which regards psychological compulsion as vitiating consent.

| Aspect | Pre-Mental Healthcare Act / IPC Regime | Post-Mental Healthcare Act & BNS Regime |
|---|---|--|
| Legal status of suicide | Attempt to commit suicide punishable under Section 309 IPC | Suicide decriminalised; treated as mental health issue |
| Basis for treating suicide threat as coercion | Considered an “act forbidden by law” due to criminalisation | Criminal basis removed; legality becomes ambiguous |
| Judicial approach | Formalistic and criminal-law dependent | Fragmented and inconsistent |
| Focus of courts | Penal illegality of the threatened act | Impact on consent and voluntariness (in some cases) |
| Doctrinal certainty | Relatively settled | Doctrinal vacuum and uncertainty |
| Contractual consequence | Agreement voidable due to coercion | Depends on judicial interpretation |

Table 3: Judicial Treatment of Threat to Commit Suicide as Coercion under Section 15

4.6 Need for Harmonious Construction

The alternation of IPC and BNS indicates the need for the alignment of the contract law with the criminal law in construction. Even the decriminalisation of suicide will have to be compensated for in the need to prevent the case of forced agreements by the court. This can be achieved by

¹² Karystianis, George, et al. "Text mining domestic violence police narratives to identify behaviours linked to coercive control." *Crime Science* 13.1 (2024): 2.

rendering an act that is proscribed by law as the object of constitutional values, the general policy of the state and the general purpose of protection of voluntariness in the contract relations.

An amicable resolution will forestall the breakdown of the doctrine will target the fact that the reforms in the criminal law will not compromise the legal safeguard of the private law. Releasing the idea of coercion and rigid conceptualisations of criminality, the Indian contract law can remain adjustable to react to new perceived conceptualisations off mental health, the will, and justice.

5. Recasting Coercion in Cases of Threat to Commit Suicide

5.1 Mental Healthcare Act, 2017 and Presumption of Mental Illness

The legal conception of suicide in India was altered by the Mental Healthcare Act of 2017. Section 115 of the Act assumed that Donald had statutory authority on the view that a person who has attempted his own life is under serious stress, and would not be tried and sentenced pursuant to the provisions of Section 309 of the Indian Penal Code, 1860. It belongs to the indicators of paradigm shift at which moral correction is substituted with treatment and rehabilitation.¹³

To assume that it is insanity of the intellect and, perhaps, also, excessive worrying, turns suicide, to some extent, as an attack, into something admirable. The law has reversed its attitudes towards care, treatment and protection of dignity, since it places represented emphasis on care than punishment. The results of such re-orientation have diverse impacts on criminal law and most significantly on the pillars of law in the field of private law, which were previously founded on the law implications of penalisation of suicide.

5.2 Effect of Partial Decriminalisation on Section 309 IPC

It must be mentioned that the Mental Healthcare Act does not quash the Section 309 IPC per se, but lays it bare to being merely just useless in a practical environment. This criminal technically is in the statute book, but his practice is limited by the prescription of mental illness in the statute. This factual decriminalisation or partial decriminalisation has occasioned the problem of interpretation.¹⁴

Contractual In this aspect, the previous court decisions have considered suicide as being only illegal because it was criminalised. This argument is unsound when one takes into account the situation of decreased relevance of Section 309. This is a paradoxical signifier of the legal system; suicide is no longer taken as a blame-form action but has not been liberalised. It is kept at a halfway cusp that has an ambiguous quality that makes application of the enforced section of the Indian Contract Act, which is based on the principle of prohibition instead of punishment in law, not easy.

5.3 Whether Suicide Remains an “Act Forbidden by Law”

The question of crucial doctrine which would arise is whether, under decriminalisation, the act of suicide, however, as such, according to the meaning of the term, of Section 15, is outlawed by the law. This would mean that by an approach of textual literalism, the instance subjected to the charge of being criminal would also have to be subjected to the charge of being criminalised. But the

¹³ Keedle, Hazel, et al. "From coercion to respectful care: women's interactions with health care providers when planning a VBAC." *BMC pregnancy and childbirth* 22.1 (2022): 70.

¹⁴ Khalef, Ramy, et al. "Contract risk management: A comparative study of risk allocation in exculpatory clauses and their legal treatment." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 13.1 (2021): 04520036.

Indian jurisprudence has never been able to confuse those actions which are punishable with those that cannot be allowed under the law.

The decriminalisation of the process does not favour suicide even. The preventive systems of the State of welfare requirements and the health system of the government are still blocking it. The protective role of law also brings compensation to parenting and is not associated with punishment. This puts a grey line as suicide cannot become criminal, but it is not a legal neutral. It is unknown whether normative disapproval is productive in characterising the suicide as something outlawed by law, and it is very relevant to the picture of contractual consent.¹⁵

5.4 Impact on Section 15 – Doctrinal Vacuum

This is because the partial decriminalisation of suicide has created a loophole in the doctrine of coercion in Section 15. The uncertainties have substituted the prior forms of judicial certainty based on the unlawfulness of the offence. Under the strict application of the coercion statements in accordance with the statements of coercion restricted to criminal prohibition, there would be a chance that the suicidal threats would not be exercised. That would leave parties in the enclave of extreme forms of emotional and psychological distress without having any recourse for breach of contract.

Making the coercion movement larger than criminal, in its turn, suffers issues of judicial overextension and vagueness. The discretion of freedom and the necessity of the object that led to the victimisation of the doctrine of coherence is a matter that the courts need to strike a balance when discussing the case. It should be noted that the vacuum is currently observed to suggest a vacuum of a lack of an ethical test that is hard enough to be able to consider non-physical non-criminal senses of coercion, especially in intimate circumstances and a relational situation.

5.5 Relevance of Public Policy and Morality

Morality and public policy have been implicit, yet to a significant extent, in governing the contract law. This has been observed to render incompatible contracts in relation to the policy of a country, or terms pegged on some unethical basis, inapplicable. In the argument of suicide, the proponents of the populist policy are supporting the security of life and mental health.

An effort or even a threat to commit suicide by breaching such policy objectives, but which is not criminal, is instrumentalising self-harm as a bargaining instrument. This is a perversion of the moral of the independence of agreements and takes advantage of the vulnerability of the sentiment. Subsequently, the consideration of suicide threat as the stress of the governmental policy, regardless of its punitive or not, is justified to the courts.

But one should be careful about being too dependent on morality and public policy as well, this way they would not be subjective. One more stable mode of decriminalisation and contractual justice is a conception based on the principle of the primacy of rights proscenium that programs decriminalisation into the future based on the principles of dignity, choice, and personal autonomy.

¹⁵ Knapp, Samuel. "Laws, risk management, and ethical principles when working with suicidal patients." *Professional Psychology: Research and Practice* 55.1 (2024): 1.

6. Comparative and Policy Perspectives

6.1 Can a Threat to Commit Suicide Still Amount to Coercion?

The largest issue that the centre of the post-IPC law is that suicide is no longer a crime, but does the threat to commit suicide defeat contractual consent? The issue of the absence of free will is the one that is just addressed in section 15 of the Indian Contract Act, which addresses the problem of coercion. Regarding the consent, which is founded on compelling weight on an individual to the point where the individual could not make decisions, the validity of the agreement would be relieved.¹⁶

Strong emotional and psychological distress is effective in trying to commit suicide. It attempts to put the promise in a moral dilemma of rejection, which may lead to the irrevocable damage of a loved one or a dependent. Such kind of pressure can be qualitatively distinct in relation to the conventional methods of bargaining as well, and even annihilate voluntariness. Consequently, criminal illegality does not mean that the facts that suicide threats may work as coercive ones in the contractual situation are absent.

6.2 Psychological Coercion and Undue Influence

The traditional approach towards contract law has not been so eager to recognise the existence of the presence of psychological coercion as a threat, but it is becoming obvious that modern jurisprudence is appreciating it as a phenomenon as disastrous to the contract as well. Another quite successful type of emotional blackmail demonstration is the threats of suicide, and in this case, they use fear, guilt and moral responsibility as a tool of agreement.

The occurrence of these threats in the relationship setting is the most common in most cases, which can be categorised as trust, dependence or authority- family- marital- fiduciary. This environmental phenomenon is similar to the doctrine of undue influence to a great extent. Nevertheless, in the majority of cases, suicide threats become continuous acute pressure and not feigned dominance. The estimation of their intensity will not be good when they are not motivated at the right time. The highly fragile solution should have the power to recognise the suicidal threats as a particular form of psychological coercion that can overturn consent itself.¹⁷

6.3 Expanding the Concept of Coercion beyond Criminality

There is the coercion that is evident concerning the increasingly less tenable further dependence of criminal illegality. The law of crime by statute is also not only modified in a way that it accommodates the humanitarian and constitutional concerns, as in the case of Bharatiya Nyaya Sanhita transition. Legislation regarding contracts shall have to shift.¹⁸

| Jurisdiction | Governing Doctrine | Requirement of Criminal Illegality | Treatment of Psychological Pressure | Relevance to Indian Law |
|--------------|--------------------|------------------------------------|-------------------------------------|-------------------------|
|--------------|--------------------|------------------------------------|-------------------------------------|-------------------------|

¹⁶ Lubis, Ihsan Helmi. "The Pillars And Conditions Of A Contract In Muamalat Transactions." *Mu'amalah: Jurnal Hukum Ekonomi Syariah* 2.1 (2023): 15-32.

¹⁷ Magnuson, Doug, Will Dobud, and Nevin J. Harper. "Can involuntary youth transport into outdoor behavioral healthcare treatment programs (wilderness therapy) ever be ethical?." *Child and Adolescent Social Work Journal* 41.3 (2024): 417-425.

¹⁸ Roszkowska, Paulina. "Fintech in financial reporting and audit for fraud prevention and safeguarding equity investments." *Journal of Accounting & Organizational Change* 17.2 (2021): 164-196.

| | | | | |
|----------------|----------------------------|------------------------|---------------------------------------|------------------------------------|
| India | Coercion (Section 15, ICA) | Traditionally required | Limited recognition | Needs reform post-BNS |
| United Kingdom | Duress | Not required | Recognised (economic & psychological) | Model for purposive interpretation |
| United States | Duress | Not required | Recognised if consent destroyed | Supports autonomy-based test |
| Australia | Duress / Unconscionability | Not required | Recognised in relational contexts | Useful for contextual analysis |

Table 4: Comparative Approach to Coercion / Duress in Cases of Non-Criminal Threats

The fact that the coercion is spread beyond the confines of criminality does not necessarily presuppose the absence of the certainty of the law. Rather than its support of the category, punishment of the threat, it refers to the reorientation of the impact of the threat. When the applied pressure is not valid, resistant, and causally prerequisite to the consent availed at the time, this should be called coercive. This is a plan operating in conformity to the principal goal of Section 15 - to secure the very consent, in being not obtuse to introduce don-material compulsions.

6.4 Comparative Jurisprudence (UK, USA, Australia)

A comparative legal system may turn out to be extremely beneficial. An English law on duress evolved to such a level where duress speaks of economic and psychological threats to the point of using violence. It is attentive to the invalidity of the pressure and the fact that it had no realistic option for the victim. Whether the threat is criminal or not is not a decisive matter.

Just like in the case in the United States, the courts in the case should issue the judgment through the evil nature of the threat and how it affects volition. It has been found that emotional coercion that takes advantage of the vulnerability nature is capable of nullifying the consent. To a certain extent, the Australian courts have followed some of these functional approaches and paid attention to the issue of whether there was obliteration of meaningful choice and unconscionability.¹⁹

There are the drawings of the contacts of coercion to indicate that the contacts of coercion are not necessarily founded on the criminal prohibition. The two questions of importance would rather be the legitimacy of pressure and autonomy. The purposive approach can be adhered to by the Indian contract law in good standing as the Indian contract law is a more liberal language statutory law.

6.5 Suggested Judicial Tests

Under the clear understanding of the doctrines, and consistency of the doctrines to be applied in circumstances that are associated with the threats of attempting suicide, the Indian courts may use an ordered and philosophic examination of the judiciary based upon the effectuality of the threat to the approving of the contract, nevertheless, not based on the criminality of the threat. The painfulness of the threat should be taken into account at first, and if it is the destruction of self or

¹⁹ Smith, Mike. "Suicide risk assessments: a scientific and ethical critique." *Journal of bioethical inquiry* 19.3 (2022): 481-493.

something that would be extremely difficult to repair, in that case, it may place an exceptional moral obligation on the promise. This is as a result of the fact that the kinds of risks are inherently unique to the non-usual and daily bargaining pressures because of the extent of the injury given and the irreversible nature of the injury.

Concurrently, since this is the situational vulnerability of the parties, such as the relationship represented by trust or emotional vulnerability, family or professional association, which would only escalate the influence of the coercive component of the threat. The extent of pressure that was determined by the courts adjudicating either the threat left the promise with no issues about reasonable or substantial options, but an acceptance of the promise. The other question that is central in the case it, the cause-and-effect relationship between the threat and the agreement that a fact should be is to be proved, that indeed it was caused by the threat and not by some other autonomous or volitional forces.²⁰

Lastly, there is also the requirement of the courts to determine the validity of the conduct in question, and whether the consequences of the use of a threat of self-harm as the form of bargaining is a menace to the public policy, not to mention that the act itself interferes the fundamental tenets of autonomy, dignity and fairness, which are the principles of the law of contract. This all leads to an indifferent and philosophical approach to defining the meaning of the concept of coercion and liberating courts to reap the rewards of protection of free consent without resorting to the traditional and ancient methods of criminal law.

6.6 Need for Legislative Clarification

When the judicial reinterpretation is used in order to close the short-term anomalies, the long-term guarantee would be ensured by the clarification of the legislature. Section 15 of the Indian Contract Act should be amended by the Parliament so that it reinstates psychological and emotional pressure as a situation of vitiating consent in full. Otherwise, it can have an exception clause that cannot be coerced merely because it violates the social policy or constitutional values, it may not be a criminal offence.

This would be according to the current criminal law and mental health jurisprudence reforms. It would also avoid exploitation activities that prey on the frailty of feelings, and it would avoid the penalty associated with it. Without the intervention of the legislation, the role of the legislative courts of law should be to make sure that the doctrine of coercion has not become a futile, injustice, and sinful act to the constitution.

7. Conclusion and Suggestions

In the context of threats of suicide, the research has addressed changing attitudes relative to the criminal law reforms and contractual doctrines with the concept of coercion in the Indian Contract Act 15 section in the current case study. It concludes that the classical concept of coercion based on the excessive emphasis of the criminalisation of such suicide according to the Indian Penal Code cannot survive in the conditions of the temporary trends in the context of contemporary law. This is an indicator of a radical change in perception between a punitive and a rights-based, welfare-centred approach with this legislation of the Mental Healthcare Act, 2017 and the abolition

²⁰ Tsang, Eileen YH. "A "Phoenix" rising from the ashes: China's Tongqi, marriage fraud, and resistance." *The British Journal of Sociology* 72.3 (2021): 793-807.

of suicidal incidence as a criminal offence of the Bharatiya Nyaya Sanhita, 2023. The shift has, however come confusing to the contract law as the previous categories of criminal law explain the exigency of coercion.

The principle of coercion as an ideology, which is supported by focusing on the quality of consent and not the crime of the threat, should be rethought according to the research. The danger of committing suicide causes a significant psychological, emotional stress, which alone can only incline the promise to leave the promise and would not be left with an exceptional choice, and can consequently justifiably invalidate free consent. The courts have to interpret the term Section 15 with the purpose of accommodating that such threats are a form of psychological coercion that is dependent on their severity, circumstances, and their independence.

The law must help in reinterpreting the judicial policy to instil a level of consistency and uniformity of teachings. Both Section 15 Amendment and the statute of incorporating the articulating law of accepting the psychological and emotional pressure can open the law of contract to the mental health law and constitutional doctrine of dignity and autonomy. Such reforms would guarantee the safeguarding quality of the contract law, but would guarantee consistency of the reformed criminal justice system.

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