



# You're engaged? That has a nice *RI v NG* to it!

As February, the month of love, has now drawn to a close, engagement announcements have flooded social media, with couples proudly showcasing their sparkly engagement rings. These rings, symbolising love, commitment and the promise of a shared future, are typically seen as heartfelt gifts. However, the legal question of who truly owns the engagement ring has recently come to the forefront, thanks to the aptly named case of *RI v NG [2025] EWFC 9 (B)*. The case examines a pressing issue that many couples might not have considered: What happens to the engagement ring when the relationship ends?

## The story behind *RI v NG*

In February 2024, after a whirlwind romance filled with flowers, gifts and intimate dinners, the parties agreed to marry, with the wedding scheduled to take place on 15 May 2024. However, just two weeks before the big day, Ms NG called off the wedding.

Mr RI told the court that, as part of the engagement, he purchased an engagement ring and other items of jewellery valued at nearly £68,000. After the engagement ended, Mr RI alleged that Ms NG had removed various items of jewellery not yet gifted to her from his apartment without his knowledge or consent. Ms NG, in response, asserted that she returned both the tennis bracelet and the diamond ring. She also stated that the other items either already belonged to her or that she was unaware of their existence.

As a result, Mr RI sought the return of the jewellery and therefore turned to The Married Women's Property Act 1882 for help.

## What does the law say?

Under section 17 of the Married Women's Property Act 1882, as amended by section 2(2) of the Law Reform (Miscellaneous Provisions) Act 1970, the court has jurisdiction to determine ownership



or possession of property between parties who were either married or engaged but have since broken off the engagement.

Furthermore, under section 3(2) of the Law Reform (Miscellaneous Provisions) Act 1970, there is a presumption that the gift of an engagement ring is an absolute gift. However, this presumption may be rebutted if it can be demonstrated that the ring was given with the express or implied condition that it should be returned if the marriage did not take place for any reason.

## Lessons in love and law

In *RI v NG*, the Judge found that the engagement ring was given to Ms NG on the condition it would be returned if the wedding didn't happen. Therefore, since Ms NG called off the engagement, she was required to give it back.

The *RI v NG* case serves as a valuable reminder that engagements can carry significant legal consequences. While engagement rings are typically presumed to be gifts, this assumption can be challenged if there is evidence to suggest that the ring was conditional on the marriage taking place.

If you are giving or accepting an engagement ring, it is crucial to understand the potential legal ramifications. This case highlights how courts navigate disputes when a relationship dissolves, and emphasises that, when it comes to love, protecting the evidence may be just as important as the jewellery itself.

A copy of the Judgment can be found at: <https://www.bailii.org/ew/cases/EWFC/OJ/2025/9.html>

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