

VIRGINIA:

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

SANDEEP RAJA,	)	
	)	
Plaintiff,	)	
	)	Case No. CL-2025-11827
v.	)	
	)	
JODMUTT SNEHA BHATT,	)	
	)	
Defendant.	)	

MEMORANDUM OPINION AND ORDER ON PLAINTIFF’S COMPLAINT FOR ANNULMENT

Plaintiff Sandeep Raja’s claim for annulment was tried by the Court sitting without a jury on December 17, 2025.<sup>1</sup> At the conclusion of Plaintiff’s case the Court denied Defendant Jodmutt Sneha Bhatt’s motion to strike the evidence, and at the conclusion of all the evidence the Court deferred its decision on Defendant’s renewed motion to strike the evidence until after closing arguments. After considering the pleadings, the testimonial and documentary evidence received, the bias and credibility of the witnesses, and considering the arguments of counsel, the Court now GRANTS Defendant’s renewed motion to strike. Alternatively, the Court would issue its judgment for Defendant if the motion to strike had been denied. Accordingly, as a result of either ground Plaintiff’s Complaint for Annulment is DISMISSED WITH PREJUDICE.

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<sup>1</sup> A trial court sitting without a jury is the judge of the weight of the evidence and the credibility of the witnesses. *Cheatham v. Gregory*, 227 Va. 1, 4 (1984). The court can consider direct and circumstantial evidence, and the permissible inferences from both, in reaching its decision. *Gov’t Empl. Ins. Co. v. United Servs. Auto Ass’n*, 281 Va. 647, 656 (2011).

## APPLICABLE LAW

Awarding an annulment results in the subject marriage being declared null and void. *See* Va. Code § 20-89.1(A). Accordingly, an annulled marriage is not subject to Virginia’s laws on equitable distribution and spousal support. *Shoustari v. Zamani*, 39 Va. App. 517, 520 (2002). A right to an annulment on the basis of fraud, which is the basis of the present suit, must be proved by clear and convincing evidence. *E.g., Ciarochi v. Ciarochi*, 194 Va. 313, 315 (1952).

The elements of fraud are familiar. There must be a false representation, of a material fact, made intentionally and knowingly, with intent to mislead, reliance by the party misled, and resulting damage to the party misled. *E.g., Batrouny v. Batrouny*, 13 Va. App. 441, 443 (1991); *Jacobs v. Jacobs*, 184 Va. 281, 285 (1945) (“where fraud is relied upon the burden of proof is upon the one alleging it, and that if it is not strictly and clearly proven as alleged, by circumstantial or direct evidence, no relief will be granted”). With respect to the sixth element, damages, divorces are exclusively within the court’s equitable jurisdiction. Va. Code § 20-89.1 (annulment may be obtained by a “decree” after filing “suit”); *Rahnema v. Rahnema*, 47 Va. App. 645, 663 (2006), *citing Pretlow v. Pretlow*, 177 Va. 524, 548-49 (1941) (“A Virginia court’s authority to annul marriages rests ‘within the inherent power of equity, inherited by it from the ecclesiastical courts of England’”).<sup>2</sup> Accordingly, party seeking the equitable remedy of

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<sup>2</sup> Before law and equity merged in Virginia, a “decree” was issued by a court of equity while a “judgment” was issued by a court of law. Similarly, a party filed “suit” in equity but filed an “action” at law. While these terms are now synonymous, Va. Code § 8.01-2, the General Assembly’s retention of ancient nomenclature still has meaning in a setting like the present one. *See McKeithen v. City of Richmond*, 302 Va. 422, 432 (2023) (“Statutes addressing common-law or equitable doctrines often use words ‘obviously transplanted from another legal source’ and thereby bring ‘the old soil with it’”).

annulment does not need to show monetary damages. Instead, the “damage” is the marriage alleged to have been induced by fraud.<sup>3</sup>

Clear and convincing evidence has been defined as follows:

The term ‘clear and convincing evidence’ has been defined as ‘that measure or degree of proof which will produce in the mind of the trier of facts a firm belief or conviction as to the allegations sought to be established.’ This standard is considerably higher than a ‘mere preponderance,’ and has been fairly characterized as a ‘heavy burden.’ Such a standard cannot be met with evidence that leaves competing inferences ‘equally probable.’ Put another way, the persuasive quality of clear-and-convincing evidence must establish that ‘the thing to be proved is highly probable or reasonably certain.’

*In re Brown*, 259 Va. 202, 227 (2018) (multiple internal citations omitted).

#### ANALYSIS

A court reporter was present to record the testimony and other incidents of trial.

Accordingly, the facts will not be exhaustively recited here. Instead, the Court will only highlight certain facts or positions sufficient to explain the Court’s ruling.

Plaintiff and Defendant are Indian nationals who entered an arranged marriage. Plaintiff testified Defendant refused to consummate the marriage and rarely shared a bedroom with him. While it was not disputed that a lack of consummation, standing alone, is not grounds for annulment in Virginia, Plaintiff argued that the lack of consummation is evidence that Defendant never acted in good faith with respect to the marriage in the first place. He presented evidence

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<sup>3</sup> This is not to say that monetary damages are precluded in an annulment suit where a party has been defrauded into a marriage. In a proper case damages may well be an appropriate remedy. Equity courts have long had jurisdiction to hear fraud cases and award damages. *Meek v. Spracher*, 87 Va. 162, 170 (1890) (“fraudulent misrepresentations of material matters, relied on by a party and inducing him to act to his injury, have always been regarded as matter of equitable jurisdiction and relief either by rescission or damages”); *see generally Prospect Dev. Co. v. Bershader*, 258 Va. 75 (1999) (appeal of fraud claim awarding damages in equity, reversed on other grounds).

Defendant hid the fact she did not feel any affection or love for him at the time they got married, and he also presented evidence Defendant concealed a medical condition that he claimed would prevent her from conceiving a child.<sup>4</sup> Plaintiff's theory was that Defendant defrauded him, getting married only to obtain possible collateral benefits, including immigration benefits such as remaining in the United States or another country outside of India. Plaintiff acknowledged, however, that a key reason he decided to marry Defendant was an allegedly favorable horoscope match that portended happiness and children. Based on the general tenor of the discussions between the parties and members of their families who assisted with the marital arrangement, Plaintiff believed that he and Defendant shared a worldview based on what he described as "traditional Indian family values." Plaintiff did not present evidence Defendant's Condition tended to prevent conception or childbirth, or that if it did Defendant's Condition was so profound that having children was out of the question.

With the exception of the favorable horoscope and the fact the parties' marriage was arranged, Defendant denied Plaintiff's allegations. Among other things, she maintained that she married Plaintiff with hope in her heart for a happy marriage. She testified that the parties had sexual intercourse a number of times, that they largely shared a bedroom, and she introduced into evidence what she described as two post-coital photographs showing the parties in an intimate embrace on two different occasions.<sup>5</sup> She denied that her Condition meant she could not conceive a child or that she was not interested in eventually having a family. Indeed, it was undisputed that she told Plaintiff that she was interested in children but that she did not want to

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<sup>4</sup> The precise condition will not be identified in this opinion but will be referred to generally as the "Condition."

<sup>5</sup> In both cases the parties were only depicted from the waist up and both were wearing shirts.

get pregnant right away. Defendant also tacitly acknowledged the parties' sexual relations were not abundant, a situation she ascribed to her desire to connect emotionally as a couple before partaking in such activity. Defendant explained her view that an emotional connection was a key building block for a successful marriage and she prioritized it over physical encounters. She also established that she cooked for Plaintiff and that the parties shared other domestic duties.

Having considered the foregoing, as well as the balance of the evidence of record, the Court finds that the evidence failed to prove fraud by clear and convincing evidence.

First, the parties spent a good deal of time litigating the issue of whether or not they had intercourse after their wedding day. The Supreme Court of Virginia has addressed this issue a number of times, directly and indirectly, and it is settled that a lack of physical consummation, standing alone, is not sufficient to support a decree of annulment. *Sun v. Riley*, 103 Va. Cir. 440, 442-44 (2019).<sup>6</sup> Plaintiff's thesis was that the lack of any sexual relations following marriage demonstrated bad faith by Defendant and made it more likely the marriage was a sham.

After substantial reflection, the Court finds that Plaintiff failed to prove a lack of intercourse after the parties' wedding day. On this issue, the Court found both litigants equally credible (or not credible, as it were) and determined that the evidence was in equipoise. However, Plaintiff bears the ultimate burden of proof in this case and with respect to the

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<sup>6</sup> Judge Oblon's decision in *Sun* includes a careful and well-reasoned analysis of this issue.

admission of evidence in his favor sufficient to establish intercourse.<sup>7</sup> Thus, a lack of intercourse was not shown.

Second, Plaintiff did not prove a false representation that induced the marriage by clear and convincing evidence. While Plaintiff assumed that Defendant bought into his vision for a marriage motivated by what he described as traditional Indian family values, there were no tangible pre-marital representations by Defendant that Plaintiff could have relied upon (including any specific representations about intercourse, children, numbers of children, or family matters). There was also no evidence of promises or commitments based upon immigration matters. Nor did Defendant fail to speak when there was a duty to speak. At best, the evidence showed that Defendant wanted to establish a sense of emotional intimacy before engaging in regular sexual interactions with Plaintiff or starting a family. With respect to her Condition, there was no evidence that Defendant cannot bear children much less that Defendant knew that she could not bear children. The claim that Defendant was focused on a one-way ticket out of India was, all things considered, largely based on speculation.<sup>8</sup>

Third, Plaintiff did not prove reliance by clear and convincing evidence. The parties' marriage was arranged, and thus Plaintiff had a number of family members who counseled him

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<sup>7</sup> While the burden of proof on the ultimate issue in a case of annulment by fraud is clear and convincing evidence, the general burden of proof related to the admissibility of evidence is the preponderance of the evidence standard. *E.g., Bloom v. Commonwealth*, 262 Va. 814, 821 (2001) ("The measure of the burden of proof with respect to factual questions underlying the admissibility of evidence is proof by a preponderance of the evidence"). Thus, proof of intercourse could occur by the introduction of facts that make it more likely than not intercourse had occurred. The Court does not decide whether intercourse in an annulment case must be shown by clear and convincing evidence or by a preponderance of the evidence. The Court simply finds that on the facts of this case the evidence was in equipoise and thus a lack of intercourse was not established.

<sup>8</sup> Defendant was "vetted" by Plaintiff's family and there was no evidence that she made specific commitments to them either.

on the propriety of the match. Plaintiff relied on their assessments, but in the absence of specific commitments to them by Defendant, any reliance by Plaintiff on his family's views is not transferable to Defendant. In addition, Plaintiff admitted that a key reason for his optimism and willingness to enter into the marriage was a favorable horoscope reading. Therefore, the extent to which Defendant could have possibly relied upon any express or tacit representations by Defendant (which the Court has already found to have been not sufficiently proved) is dubious at best. All things considered, reasonable reliance was not shown by clear and convincing evidence.

ORDER

At the end of the day, Plaintiff's proof was simply insufficient. The Court finds that it cannot enter a decree for Plaintiff under the clear and convincing evidence standard, and thus Defendant's renewed motion to strike the evidence is GRANTED. Alternatively, had no motion to strike been made, or had it been denied, judgment would have been, and will be, entered for Defendant. Accordingly, Plaintiff's Complaint for Annulment is hereby DISMISSED WITH PREJUDICE.

December 18, 2025  
Fairfax, Virginia



Timothy J. McEvoy, Circuit Court Judge