

## A Thorough Case Study On Fairness in Finnish Divorce Court Proceedings – Do Failures in Judicial Procedure and Legal Application Disadvantage Ex-Wives of Prominent Men?

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### Abstract

*This detailed case study on Finnish court proceedings provides that unfair divorce agreements were not adjusted by the courts, even though several procedural, marital, contractual, and criminal law provisions provide for annulment or adjustment. Accordingly, the court appeared reluctant to apply the correct laws in practice, even within its own actions. Additionally, the legal representatives and attorneys misled both the court and Mia with false evidence or untrue statements, yet with no accountability. What is more, Mia lost her case even before the proceedings began, as the District Court did not permit an official examination of Tim's assets. As a result, the factual basis for assessing annulment or adjustment of marital agreements was not established. Thus, the proceedings became a guessing game, pretending to evaluate Tim's true assets from €20 to €40 million, rather than a structured legal determination. In practice, procedural failures and judicial neglect only highlighted the power and monetary disparity between the spouses, and the key legal protections for the weaker party in marriage and contract law were not applied. Although initially appearing coincidental, the observed pattern suggests systemic procedural concerns. Issues relating to witness impartiality are also raised, as several witnesses appeared to have a direct or indirect connection to Tim. However, the unfair divorce can still be corrected by invoking the marital witnessing requirements on disinterested witnesses, as all of them were interested and favored Tim. They were either his subordinates, his corporate lawyer, or Mia's first attorney, who turned against her.*

**Keywords:** Adjustment, annulment, attorneys' loyalty, case law, code of judicial procedure, contract, crime, divorce, equality before the law, judicial bias, marriage.

### Introduction to a Highly Contentious Divorce Adjudication That Bypassed the Marriage Act

Under severe threats and pressure, and ongoing cyberbullying, Mia signed divorce agreements against her will. First, on 6th September that year, Tim entered into a so-called "mutual" agreement, intending to impose his terms on Mia for the divorce. This was secondly "mutually" confirmed as a separation of property the next day, 7th September, the same year. However, no real division of the property was conducted, nor was there a 6-month reconsideration period. Thirdly, the divorce agreements were witnessed by Tim's interested Parties, breaching the Marriage Act, and Tim concealed the mutual testament created to mitigate the prenuptial agreement. Fourthly, Mia was fraudulently informed by legal professionals during the divorce proceedings that there would be no reconsideration period of the divorce, that no division of the property would take place, and that the divorce would therefore be entirely final. Mia only realized what had actually happened when Tim's brother divorced, as his divorce was handled by the same corporate lawyer, ER, in the same manner as hers in a car. Yet, under the Finnish Marriage Act, one

cannot "bypass" statutory obligations by a private agreement (Marriage Act, 2001). At that time, Mia was in a very poor mental state, completely unprepared and a total layperson, so it was apparently easy to deceive her. Yet, she found the courage to file a complaint with the Finnish District Court to correct the unreasonable divorce terms, hoping for an adjustment or annulment of the divorce and prenuptial agreement, agreed to by a mutual testament. However, the Court did not want to believe anything Mia testified to, and her claim was dismissed entirely. Mia subsequently appealed to the Court of Appeal, where the proceedings only mirrored those of the District Court. However, she was not granted leave to appeal to the Supreme Court.

The case raises concerns about the fairness of both the division of property and the court proceedings, as Mia was treated with great hostility and lies from both his side and the court. Mia was clearly reluctant to the divorce terms, and was under strong pressure and manipulation. Only today she understands the essence of a devious plan that was mutually agreed upon by many parties on Tim's side. The whole process, with also

court proceedings, only confirmed Tim's devious plan to keep his multimillion-euro assets, to hide them, and not let them be examined, nor shared with Mia, even after 25 years together. The immediate confirmation of the property settlement upon filing of the divorce application indicates a malicious intent to bypass the normal safeguards of the divorce process - particularly the reconsideration period, subsequent equitable assessment of marital assets, and the concealment of the mutual testament. The timing of the divorce arrangements warrants scrutiny as to whether the agreement was genuinely informed, freely negotiated, and based on complete disclosure of financial circumstances. Due to the tremendous mental pressure and long marriage with a narcissist, Mia was quite defeated even before Tim announced he would divorce her. Because of the extreme mental pressure and suddenness of such a life-altering decision by unilaterally Tim, Mia's mental health suffered even more. She thus contacted their family doctor, who authored the below certificate:

### Medical Certificate on Health Status

I have known Mia, now [family name], since her first child's maternity clinic visits, i.e. since [year]. Since then, I have been her general practitioner in the area of her former place of residence, as well as Mia's and her children's family doctor. I issued Mia a sick leave certificate on [...] after she called me in a highly distressed and shocked state. Her spouse had informed her of his intention to file for divorce on [...]. I discussed the situation with Mia several times by telephone. The situation came to Mia as a very great shock and caused her to become completely overwhelmed due to psychological stress.

In the midst of this stress, she was suddenly forced to reorganize her life, find a new home for herself and her daughters, and support them, who had reacted to the situation. The divorce situation came to Mia completely unexpectedly. Mia had to draft legal agreements already before the divorce came into effect, i.e. during the so-called reconsideration period. I consider that during the entire autumn of [...] she was not, due to extremely severe psychological stress, capable of making legally competent decisions regarding complex agreements concerning her future.

As recovery was still very much ongoing, the appeal period has also expired. The condition is a temporary stress reaction, the recovery from which, according to my understanding based on discussions, has been slowed by problems in mediation and communication with the former spouse. I hereby affirm the above on my honor and conscience.

Place, date, and signature

### Equality Before the Law Under Finnish, European, and International Law

Women's equal rights concerning law and its application are protected by national and international laws that guarantee equality and prohibit discrimination. In Finland, the Constitution ensures equality before the law regardless of gender. Accordingly, equality before the law and its protection are invoked by European and international human rights treaties and apply to Mia's case:

1. Constitution of Finland: under Section 6, women are equal before the law and prohibited from discrimination, including based on gender (Finlex);
2. European Convention on Human Rights: Article 6. Right to a fair trial (ECHR);
3. EU Charter of Fundamental Rights: Article 20. Everyone is equal before the law (Eur-Lex);
4. International Covenant on Civil and Political Rights (ICCPR). Article 26 ensures equality before the law and equal legal protection also for women (OHCHR);
5. CEDAW (Women's Rights Convention): Article 15(1,2) ensures equality between men and women before the law, including equal treatment in courts (OHCHR).

In Mia's case, the factual background may be understood as involving her structural dependency arising from long-term caregiving responsibilities, financial reliance, and psychosocial stressors. These factors are relevant in assessing her ability to participate on an equal footing in legal and financial decision-making. The division of responsibilities within the family, including Mia's primary caregiving role and Tim's focus on professional activity and frequent travel, may have contributed to an imbalance in economic autonomy and access to resources. Such circumstances are relevant when assessing equality before the law in practice, particularly in the context of family law disputes. The study, therefore, examines mainly how the District Court judgment engages with statutory requirements and whether the procedural and substantive treatment of Mia's position aligns with the principle of equality before the law. Thus, the study primarily examines how the District Court judgment engages with statutory grounds and treats Mia pursuant to the well-known equality before the law in the court's proceedings:

*What would have been a fair result for Mia under equality before the law, the Code of Judicial Procedure, Criminal Code, and the Acts of Marriage and Contracts?*

Previous research on Mia's case has also identified procedural issues relating to divorce proceedings and attorney conduct (see Brink, R. R., November 26, 2025; April 22, 2026). These issues are considered as part of the broader procedural context of the case. For clarity, individuals in the case material are anonymized by their role and initials: Tim's corporate lawyer, the so-called "joint" lawyer (ER), who acted in Tim's interest; "Mia's" first attorney (ES); "her" second attorney (MR); and Tim's sales director (OS). Quotation marks are used to indicate contested alignment of representation. To enhance clarity, terms such as may, alleged, suspected, etc., are not used. This research is also based on a laborious examination that has taken years, analyzing the whole process, and grounds for invalidity, adjustment, and procedural review under the relevant legal framework, with particular attention to equality before the law and procedural fairness in judicial proceedings:

1. *On what grounds can an unfair prenuptial and divorce agreements, or judgment be adjusted, set aside, or declared invalid under Finnish law?*

2. *In case of exploitation or procedural irregularities, how could the judicial protection of ex-wives be enhanced to ensure equality before the law?*

### Applying the Doctrinal Legal Method Across Multiple Legal Provisions

This case study employs an evidence-based legal research method to assess potential grounds for annulling a judgment and/or invalidating or adjusting a prenuptial agreement and a divorce settlement. The applicable legal framework in Mia’s case consists primarily of Finnish law, including the Code of Judicial Procedure (2019), the Marriage Act (2001), the Contracts Act (1999), and relevant provisions of the Criminal Code (2021) on, e.g. fraud and extortion, supplemented by selected Supreme Court case law and references to European and international principles on equality before the law. The years of the legal provisions will not be repeated throughout the study, as they remain unchanged. I will accordingly omit separate references to Finlex and the Supreme Court judgments as such, as all Finnish legislation is available in Finlex, and these judgments are conventionally identified by the abbreviation “KKO”, abbreviated from *Korkein Oikeus*, i.e. the Supreme Court. This is the case of legal literature, such as Saarnilehto & Annola (2018).

The analysis is conducted from Mia’s perspective as the injured Party, considering how the law should have been applied during the proceedings. Accordingly, this study will also highlight deficiencies in the court’s reasoning. While the focus remains on key legal provisions relevant to invalidity and procedural review, other potentially applicable factors are also briefly noted. This research will firstly present the applicable law, and then evaluate its weight for Mia. The material itself guides the analysis, shaping its emphasis and direction. For concision, limited attention is given to Tim, his witnesses, and their evidence, particularly due to concerns about reliability. Methodologically, the study adopts a qualitative and critical

approach, combining doctrinal legal analysis with practical and contextual assessment of the proceedings. It draws on comparative and reform-oriented perspectives on legal representation and adjudication (Hutchinson, December 2015), with particular attention to Finnish practice.

### A 20-Year Marriage Undone – Yet Established Under a Mutual Testament and Prenuptial Agreement

This section does not assess liability at this stage but examines the legal and procedural framework within which the divorce arrangements were made. In particular, it considers the role of legal representation, the disclosure of financial information, and the protection of parties’ interests in matrimonial proceedings. Based on these premises, Tim and Mia entered into marriage through a mutual testament and prenuptial agreement. The mutual testament was created to mitigate the prenuptial agreement, as both parties appeared to be in comparable financial positions when the agreements were conducted. The Finnish Marriage Act regulates the rights and obligations of spouses during marriage and on divorce. The District Court grants a divorce following a mandatory six-month reconsideration period (Tuomioistuinlaitos; Marriage Act). Under Finnish law, marital fault such as infidelity is not relevant to divorce proceedings, and decisions may be appealed from the Courts of Appeal and, in certain cases, the Supreme Court (Tuomioistuinlaitos). Under the Marriage Act, spouses generally have equal rights to marital property acquired during the marriage, with assets divided upon dissolution. However, spouses may conclude a prenuptial agreement to modify or exclude marital property rights and thereby adjust the statutory regime of equal division (Digital and Population Data Services Agency). Taken together, Mia’s circumstances raise questions regarding disclosure of financial information, adequacy and integrity of legal representation, and the effective protection of Mia’s interests during the divorce process. Here is the marriage timeline in a chart:

Chronology of Events Related to Divorce Proceedings, Relative to Marriage Years

Year 1	The prenuptial agreement was conducted together with a <i>mutual testament</i> between the spouses to mitigate the prenuptial agreement. Yet, following the signing of the agreements, <i>Mia never saw the reciprocal testament again. It was never mentioned in court proceedings either, favoring Tim.</i>
Years 4, 6, and 8	Children were born with severe special needs.
Year 8	Tim becomes the sole owner of his company; this company alone has 9.8 million euros of assets
Years 12–16 of the marriage	Tim had a relationship with his secretary, plus some more, probably, as he was away so much and travelled. He was sometimes at home only on Sundays. Mia was also bullied at work because of Tim’s relationship with his secretary.
Year 19 (mid-year)	Tim and his father’s corporate lawyer, ER, suddenly initiated contact with Mia. No prior communication or a meeting: Mia had never seen him.
Year 19 (late)	Tim’s lawyer, ER, asserted that Mia lacked financial resources and should accept the unfavorable divorce terms. Divorce was raised for the first time.
Year 20	Tim’s company assets have risen to 43 million euros, and he also has other assets, such as properties, etc.
Year 20 (early)	<i>Cyberbullying</i> started against Mia, repeating the same humiliation that Tim had inflicted over the years. Mia also heard rumors that Tim was already in a relationship with his future second wife at that time.
Year 20 (mid-year)	Tim informed Mia, shortly after their 20 <sup>th</sup> anniversary, that he would divorce her, and there was nothing Mia could do against it.

Year 20 (summer)	Tim's corporate lawyer, ER, pretended to work for Mia also in the divorce proceedings. Mia was subject to grave coercion, including threats, to secure her signature, resulting in significant distress.
Year 20 (early autumn)	A divorce agreement was executed by exploiting and pressuring Mia. It stipulated that the finances would remain undivided, with no reconsideration period. Accordingly, it was <i>witnessed by Tim's interested Party</i> . Yet, under the Marriage Act, the divorce agreement is invalid if the statutory formalities on disinterested witnesses were violated.
Year 20, next day	The divorce agreement was confirmed against Mia's genuine will.

**Chart 1:** Marital Timeline Illustrating 20 Years of Marriage and Its Coercive Dissolution

**No Application of the Finnish Code of Judicial Procedure in Mia's Case – Yet It Allows Annulment or Reversal of a Final Judgment in Its Chapter 31**

The Code of Judicial Procedure provides for the annulment or reversal of the final judgment based on substantive or integrity-related grounds that also apply to Mia. The evidence-based points under this chapter A) all reference the Code of Judicial Procedure.

**No Annulment – Yet Failure to Properly Hear Mia and Her Party**

Mia and her Party's testimonies meant nothing to the courts. This took place, even when Ch. 31, Sec. 1(4) *Extraordinary request for a review, Complaint*, provides means to annul a final judgment due to serious procedural errors, such as a party not being properly heard.

**No Reversal – Yet Tim and His Party Fraudulently Concealed Assets and the Mutual Testament**

The final judgment should have been reversed due to several procedural manipulations by Tim and his Party. They lied in court proceedings and focused fraudulently on concealing his assets and emphasizing that they had been inherited from his father. Additionally, the mutual testament was not mentioned at all, and Tim's Party also lied about how Mia and her children had been "taken care of," for example, by being provided with temporary accommodation. Yet, a final judgment in a civil matter may be reversed under Ch. 31, Sec. 7(1-4) *Reversal of a final judgment*, if it was influenced by fraud, coercion, or other improper conduct – such as false evidence or deceptive behavior that affected the court's decision.

**No Reversal – Yet Criminal Conduct by Attorneys Against Mia Through Exclusive Alignment with Tim**

More precisely, the further procedural manipulation was advanced, especially when Tim's second corporate lawyer, attorney TP, provided several false statements. He was also given the invoice of Mia's first attorney, ES. Mia's first attorney, ES, moreover, testified against her personally in court proceedings by using his invoice, yet without Mia's consent. Accordingly, all these attorneys' actions toward Mia benefited Tim, violating the Code of Judicial Procedure. They also provide grounds for reversal of a judgment under Ch. 31, Sec. 7(1).

**No Reversal – Yet the Divorce Agreement Lacked Mutual Consent and Breached the Marriage Act**

The divorce agreement was presented as a "mutual" agreement, and bypassed the mandatory provisions of disinterested witnesses, among other things, under the Marriage Act. The

grounds for this argument are based on Ch. 31, Sec. 7(2), as it provides a ground for reversal when a document or its contents were not truthful, and the person submitting it was aware of the fact. The case is the same if a witness or expert has deliberately given a false statement that affected the outcome of the proceedings. This applies to Mia, as the consent to the divorce agreement was not mutual.

**No Reversal – Yet New Evidence, Such as the Mutual Testament and Tim's Real Finances, Could Change the Verdict**

The mutual testament was not presented as evidence nor mentioned at all, and Mia was so shocked that she only remembered it years later, after the court proceedings. Accordingly, the courts did not want to examine Tim's wealth (so no verifiable basis for a judgment), even when Ch. 31, Sec. 7(3) crucially allows new evidence that could likely change the outcome of the judgment.

**No Reversal – Yet the Court Misapplied the Contracts and Marriage Acts on Fairness**

The court did not apply the Contracts or Marriage Acts correctly. Their provision allows adjustment or annulment of invalid divorce contracts that were also clearly unfair. When applied properly, the terms would have granted at least an adjustment in Mia's case due to 25 years together, and 20 of the married. Therefore, the incorrect application of Ch. 31, Sec. 7(4) on the reversal of a judgment is utmost essential. Nb. the sole source for Chapter A) is the Code of Judicial Procedure.

**No Application of the Marriage and Contracts Acts in Mia's Case – Yet Grounds for Setting Aside or Adjusting Unfair Provisions**

The court should have acted upon the invalid divorce agreement and also at least adjusted the prenuptial contract, as Tim's divorce contract violated the Marriage Act. Even when both the Marriage and Contracts Acts provide for the adjustment or dismissal of an unfair contract (in this case, prenuptial and divorce agreements), neither of them was applied in Mia's case, despite their wide legal protections (Marriage Act; Contracts Act).

**No Invalidation – Yet Private Agreement Cannot Override Mandatory Requirements of the Marriage Act**

The first mistake Tim made was, of course, the grave coercion. Secondly, he and his Party forced Mia to sign a divorce agreement that bypassed the Marriage Act's obligatory six-month reconsideration period and the separation assets after the divorce petition was filed under Ch. 6, Sec. 26 and Ch. 1, Sec. 85. As the divorce agreement did not divide the assets nor

applied the assets division after the appeal, I conclude based on these Marriage Act Sections, that they bypass or annuls the entire divorce agreement, rendering it invalid and null, also because of the grave coercion, as below in grounds for invalidity by the Supreme Court (KKO in Finnish).

### **No Invalidity – Yet KKO: 2021:28 and KKO: 2019:76 Hold That Divorce Agreements Are Invalid Absent Disinterested Witnesses**

In this case, however, Tim’s divorce-related agreements with Mia were not witnessed by impartial individuals. First, the initial agreement was witnessed by attorney ES and Tim’s corporate lawyer ER, both of whom were aligned with Tim’s interests, as confirmed by the proceedings. Second, the subsequent agreement was witnessed by Tim’s subordinates, OS and KJ, who were also not independent. Finnish Supreme Court case law confirms the importance of strict compliance with these formal requirements. In KKO: 2021:28 and KKO: 2019:76, the Court held that similar agreements were invalid despite being voluntarily signed by the parties. In KKO: 2021:28, the Supreme Court concluded that failure to meet the strict evidentiary requirement in Ch. 6, Section 66 of the Marriage Act rendered the prenuptial agreement invalid (KKO:2021:28; KKO:2019:76). These rulings demonstrate that any attempt to circumvent the statutory formalities is ineffective and may result in the agreement being disregarded by the courts. Under Finnish law, a marital agreement is only valid if all mandatory formal requirements are strictly satisfied, including the presence of two disinterested witnesses (KKO: 2021:28; KKO: 2019:76).

### **No Adjustment of Marital Agreements – Yet Section 103b of the Marriage Act Allows Adjustment Based on Unreasonableness or Inequity**

The courts should also have considered the adjustment or setting aside of both agreements under the relevant provisions of the Finnish Marriage Act and the Contracts Act. Provision under Ch. 3, Sec. 41(1) of the Marriage Act — *Marriage settlements and gifts between spouses* — permits spouses, by marriage settlement, to exclude or restore marital rights in respect of property. However, the validity and effects of such agreements are not absolute (Marriage Act). In addition, these stipulations provide for adjustment or annulment:

- Ch. 2, Sec. 103b(1) provides that equalization may be adjusted, or denied in whole or in part, where the application of marital rights would otherwise lead to an *unreasonable result* or an unjustified financial benefit (Marriage Act).
- Likewise, Ch. 3, Sec. 36(1) permits adjustment or setting aside of unreasonable contractual terms or agreements (Contracts Act).

Yet none of these provisions was applied in Mia’s case. The prenuptial agreement was neither adjusted nor set aside under the Marriage Act, Ch. 2, Sec. 103b(1), nor the Contracts Act, Ch. 3, Sec. 36(2), despite the significant imbalance in outcome (Marriage Act; Contracts Act). At a minimum, the court should have adjusted the agreement under the Marriage Act, Ch. 2,

Sec. 103b(1), which allows deviation from strict equalization where enforcement would be unreasonable or create an unjustified financial advantage. Here, the marriage lasted over 20 years, Mia held only about 0.7% of the couple’s assets, and Tim’s wealth was, for the big part, concealed — factors directly relevant to assessing fairness under the provision. In addition, Mia’s role in maintaining the household and supporting the children enabled Tim to focus on and expand his business. This indirect contribution materially facilitated the accumulation of marital wealth, even if not easily quantified. In these circumstances, strict enforcement of the agreement would produce an unreasonable result for Mia (Marriage Act).

### **No Application of the Criminal Code and Contracts Act – Yet They Allow Invalidity Based on Coercion or Extortion**

#### **No Invalidity – Yet the Criminal Code and Contracts Act Allow Invalidity Based on Inducement, Coercion, or Extortion**

It must firstly be noted that the Criminal Code, Ch. 25, Sec. 8, defines coercion in terms closely corresponding to grave duress under the Contracts Act, Ch. 3, Sec. 28(1). These provisions are relevant here, as Mia was already severely depressed and had a prior suicide attempt during the marriage when Tim initiated threats and pressured her into a “cheap” divorce (suicidality; mental vulnerability; coercion context). Tim’s conduct also caused Mia significant financial loss, indicating both economic harm and exploitation of a vulnerable situation. Given the 20-year duration of the marriage, the circumstances suggest a bad-faith divorce strategy aimed at securing financial advantage through timing and pressure. Mia also signed the divorce agreement under grave duress and aggravated extortion. Tim exploited her mental health condition, prior suicide attempt, ongoing cyberbullying, and threats of public humiliation to obtain her consent. The timing of events indicates possible coordination with a third party, potentially his future spouse. Despite this, the District Court did not explicitly assess duress under the Contracts Act (Ch. 3, Secs. 28–29), even though Mia raised these issues in her testimony. Accordingly, Tim’s actions induced shock and submission, as the divorce was initiated unexpectedly in a context of severe power imbalance. The court nevertheless failed to address duress or extortion under either the Contracts Act or the Criminal Code. Section 28(1) of the Contracts Act on invalidity provides that:

“A transaction into which a person has been *coerced shall not bind* him/her if the coercion consisted of physical violence or a threat involving imminent *danger to life or health* (grave duress)” (Contracts Act, Ch. 3, Sec. 28(1)) (highlighted by this research in italics).

#### **No Effect on the Judgment Even When Circa €20 Million Were Missing – Yet the Adjudication Exemplifies Judicial Bias, Procedural Fraud, and Aggravated Financial Misconduct**

Since indicators of procedural fraud recur in Tim and his Party’s testimonies, they will be briefly highlighted. The false statements and distortions of evidence consistently benefit Tim and indicate a coherent pattern of deception. Based on

the recordings, it appears that a coordinated line of testimony had been agreed upon between Tim and his witnesses. At times, it also appears that the District Court judge may have misunderstood the statements or, in certain instances, contributed to confusion in questioning. It is also highly significant that the circumstances surrounding the divorce agreement meet the criteria for aggravated fraud. A substantial financial benefit – potentially exceeding €20 million – was sought, causing significant harm to Mia. Most importantly, the agreement was obtained by exploiting Mia’s trust and vulnerable position under the Finnish Criminal Code:

- aggravated abuse of office by the courts under Ch. 40, Sec. 8, including biased evaluation of evidence and inadequate consideration of the financial disparity;
- aggravated fraud by Tim and his Party under Ch. 36, Sec. 2, aimed at obtaining substantial financial benefit;
- offences against the administration of justice under Ch. 15, Sec. 3(2–3), including aggravated false statements in court, perjury, and procedural fraud;
- procedural fraud is particularly significant because it seeks an unlawful financial or procedural advantage through judicial proceedings;
- such conduct may also involve abuse of office (Ch. 40), fraud (Ch. 36), forgery and falsification offences (Ch. 33), and false statements to a court (Ch. 15) under the Criminal Code.

### **No Invalidity or Adjustment – Yet the Contracts Act, Chapter 3, Allows Corrections Based on Defects in Consent or Fairness**

Importantly, the court’s failure to examine or verify Tim’s assets is problematic under any assessment. Under Ch. 3 of the Finnish Contracts Act, agreements may be invalidated or adjusted due to defects in consent, unfairness, or technical defects (Contracts Act). Sections 28–34 regulate invalidity arising from coercion, deception, exploitation, or other improper conduct, while Section 36 permits adjustment or setting aside unfair contractual terms (Contracts Act). These provisions ensure that agreements are based on genuine free will and fair dealing. In Mia’s case, Sections 28–34 are most relevant because they directly support invalidity. Section 32, concerning errors in legal acts, and Sections 34–35, concerning sham transactions or loss of negotiable instruments, do not appear applicable (Contracts Act). The following are the legal grounds for adjustment or invalidation of the contract in Mia’s case:

- Section 28: grave duress involving unlawful threats or violence against life, health, or personal freedom.
- Section 29: lesser forms of unlawful coercion or pressure that significantly affect decision-making.
- Section 30: fraud or deceit, including misleading conduct, deception, or material nondisclosure affecting consent.
- Section 31: exploitation of distress, dependence, or vulnerability to obtain an unreasonable advantage.
- Section 33: invalidity based on honor and good faith where enforcement would be clearly abusive or improper.

- Section 36: permits adjustment or setting aside of unfair contractual terms based on the overall *circumstances* (Contracts Act).

### **No Invalidity – Yet KKO: 2009:45 Holds That Failure to disclose Material Facts or Inducement of Consent Invalidates Legal Acts or Gives Rise to Damages**

Like grave duress and concealment, the judgment failed to address invalidity under Ch. 3, Sections 28–29, despite Mia being coerced while Tim knew of her depression and prior suicide attempt. Tim’s conduct also constituted fraudulent inducement under Ch. 3, Sec. 30 of the Contracts Act. He concealed the mutual testament and the true extent of his assets during both negotiations and court proceedings, although the testament was intended to mitigate the prenuptial agreement. This omission materially affected Mia’s ability to assess her legal and financial position before consenting to the divorce settlement. Mia accepted Tim’s proposed terms after being told she could not resist the divorce and that the terms reflected binding legal consequences. These factors are central to assessing fraudulent inducement under Ch. 3, Sec. 30 (Contracts Act), and should therefore have been considered *ex officio* (Saarnilehto & Annola). Tim acted in bad faith for financial gain, whereas Mia relied in good faith on information provided by Tim and his corporate lawyer, ER. Ch. 3, Sec. 30 covers not only misrepresentations but also fraudulent nondisclosure and concealment of material facts affecting contractual consent (Saarnilehto & Annola).

The judgment failed to address Tim’s concealment during the asset division and court, despite its relevance to fairness in the matrimonial settlement. Assets of approximately €20 million or more were omitted, and the court was misled to believe they were solely inherited, when in fact they had been shared with his brother and his father was still alive. The Finnish Supreme Court in KKO: 2009:45 confirmed that failure to disclose material facts gives rise to liability for damages, supporting the principle that intentional concealment in contractual relations has legal consequences (KKO: 2009:45). This reinforces that nondisclosure of the mutual testament is relevant when assessing the validity of Mia’s consent. If consent was obtained through fraudulent inducement or concealment, the agreement is invalid under Ch. 3, Sec. 30 of the Contracts Act, potentially requiring restoration of Mia’s financial position to what it would have been absent the agreements (Saarnilehto & Annola).

### **No Invalidity – Yet KKO: 2003:48 Holds That a Legal Act Is Invalid Where a Spouse’s Dependent Position Is Exploited, and Mental Capacity Is Lacking**

Generally, a contract is formed when parties agree on its terms (Hemmo & Hoppu, 2019). Under Ch. 3, Sec. 31 of the Contracts Act, a legal act is not binding if obtained through exploitation of a vulnerable position (Saarnilehto & Annola). This is relevant as Tim exploited Mia’s depressive and psychologically vulnerable state to secure her consent. Despite this, the court found no even temporary incapacity, although the Contracts Act Committee has noted that temporary mental disturbance

may justify invalidity (Oikeustoimilakitoimikunta, 1990). The evidence — including long-term medical documentation of 17 years with 169 visits to see the doctor, expert opinions, and allegations of pressure and cyberbullying — supports impaired decision-making capacity and thus potential invalidity under Section 31 (Saarnilehto & Annola). As the doctor acted strangely in court, Mia concluded that she, too, had been threatened.

Mia had insufficient time and stability to assess the divorce agreement, as she was also managing relocation and her children's school transition. Legal literature and case law recognize the importance of long-term treating physicians and psychiatrists in assessing mental condition (Näkki, 2014). In Mia's case, both supported substantial mental impairments, while Tim's expert lacked psychiatric competence and had not examined her. The Supreme Court in KKO: 2003:48 held that a legal act is not binding where one spouse exploits the other's dependent position and depression to obtain relinquishment of property rights without compensation (KKO: 2003:48). Similarly, Mia's agreement was concluded under dependency, psychological vulnerability, and significant imbalance, with Tim acting deliberately and without hesitation.

#### **No Adjustment or Invalidation – Yet Significant Disparity in Power and Finances, and Tim's Awareness of Wrongfulness**

Invoking the divorce agreement was contrary to honor and good faith under Ch. 3, Sec. 33 of the Contracts Act, as Tim used Mia's psychological vulnerability, depression, and financial dependence against her. He presented the agreement abruptly after 25 years, despite superior knowledge of both parties' finances and their legal implications, including potential adjustment of the prenuptial agreement. The agreement is also unreasonable under Ch. 3, Sec. 36, given Mia's negligible share (≈0.7%) of Tim's alleged €43 million+ assets, making a proper assessment of his financial position essential. Without it, the court's fairness analysis remains incomplete. As noted in legal literature, validity is affected by defects in formation, content, or circumstances (Saarnilehto & Annola). Here, the key issues are unfairness, exploitation of unequal circumstances, and conduct contrary to good faith under Ch. 3, Sections 33 and 36 (Contracts Act).

#### **No Effect on the Judgment – Yet Supporting Grounds for Annulment Based on Lack of Equality Before the Law, Serious Judicial Failure, and Breach of Attorneys' Duty of Loyalty**

This analysis examines other grounds for invalidity of the judgment and related prenuptial and divorce agreements, including unequal treatment before the law, judicial and factual errors, violations of the Data Protection Act (2024), and issues concerning attorneys' authorization and their conduct that affected the fairness and legality of the proceedings:

#### **No Invalidation of the Judgment or Marital Agreements – Yet Absent Equality Before the Law Supports Dismissal**

Equality before the law is guaranteed under many Finnish, European, and international instruments (Constitution of Finland; ECHR; EU Charter; ICCPR; CEDAW). Doctrine

also emphasizes protection of the weaker party as essential to genuine contractual freedom (Saarnilehto & Annola). Here, that principle was not realized: the evidentiary assessment was one-sided, favoring Tim and his witnesses while disregarding Mia's evidence. The reliance on a non-specialist medical opinion and the court's failure to meaningfully address incapacity or vulnerability further weaken its reasoning, including its contested finding that Mia was not depressed even before the divorce.

#### **No Invalidation of the Judgment or Marital Agreements – Yet Judicial Clerical Errors, Factual Errors, and Breaches of the Data Protection Act Support Dismissal**

Clerical and judicial errors, alongside concerns over equality, are present in the District Court judgment. While clerical errors are usually procedural, here they appear systematically favorable to Tim. The judgment includes substantive inaccuracies, such as incorrect legal terminology (“legally competent”), errors in dates and durations, and repeated misstatements about Mia's health. It also records the contested claim that Mia was “taken to psychiatric care,” raising issues under the Data Protection Act. Further doubt arises from a cited reference to Hemmo & Hoppu (Sopimusoiikeus, pp. 217–218) on incapacity thresholds, which could not be verified in the source. Collectively, these inconsistencies call into question the judgment's accuracy and neutrality. Therefore, I cannot conclude if this was – again – a clerical error by the District Court judge, or an intentional misinterpretation?

#### **No Invalidation of the Legal Acts – Yet Based on Attorneys' Breaches of Authorization, the Legal Act does not Bind the Authorizer**

Already before the proceedings, “Mia's” first attorney (ES) acted disloyally by facilitating a process that favored Tim and concealing his finances. He failed to advise on invalidation or adjustment of the marital agreements, was absent from negotiations, and contributed to a rushed sequence of binding agreements. ES also appeared alongside Tim's corporate lawyer (ER) during negotiations. Under the Contracts Act, representation is based on assignment, but acts exceeding authority are not binding if the third party knew authorization was exceeded (Saarnilehto & Annola). Similar issues of excess authority arise regarding ES and Tim's corporate attorney (TP), raising doubts about whether procedural acts bind Mia. ES later testified against Mia on issues of capacity and finances, despite confidentiality and loyalty obligations, even though Mia told the judge she had complained about him to the Finnish Bar Association. His invoice information was also used against her. These circumstances raise serious concerns about loyalty, confidentiality, and proper authorization, and question the binding effect on Mia.

#### **The Process was Unfair for Mia and Entailed Systemic Failures in Adjudication and the Standards for Invalidity**

To conclude, I noted previously that this research will omit separate references to eventual criminal liability, and thus not use modal or tentative formulations such as “may,” “allege,” or “suspect” to ensure clarity and directness of the analysis. However, there is probably no single evaluation method

for the strongest grounds for invalidity, and different legal professionals highlight diverse reasons. I will follow what feels strongest or easiest to achieve, which might be a good logic, since adjudication takes a long time and is expensive to all Parties, not to mention taxpayers. Yet, to answer the main research question, a fair process could be established for Mia by invoking equality before the law, verifying Tim's assets, and disclosing the mutual testament, weighing Mia's testimony, and conducting a criminal investigation into the illegalities conducted during the adjudication. As Saarnilehto and Annola argue,

- Mia should, insofar as possible, be restored to the financial position she would likely have occupied absent the agreements upon which the property separation was based.

Yet no investigation or inquiry was conducted, making the court proceedings like a "black hole" where evidence and people seeking justice disappear. The black hole is also the place where even the court officials show no interest in just adjudication. Accordingly, lawyers and attorneys in courts do not seem to be held accountable. When they want to break the law, they are experts on it and thereby able to mislead both the court and the opposing Party. For annulment of a judgment, invalidation of a divorce and prenuptial agreement under Finnish law, the most legally decisive facts can be – even when labor-intensive to prove - the ones that directly attack:

1. valid consent;
2. procedural fairness, and
3. fraudulent concealment affecting the outcome.

### **Summary of Procedural and Evidentiary Failures to Tim's Advantage – Yet at the Very Least, the *Interested Witnesses* Render the Divorce Agreement Invalid**

This chapter will answer the sub-questions of this research on what grounds an unfair prenuptial agreement or judgment can be adjusted, set aside, or declared invalid under Finnish law. Secondly, what could be done to enhance the judicial protection of ex-wives to ensure equality before the law? As presented earlier, several failures were conducted in the adjudication. Even when some of them appear easier to invoke, judicial processes are long and expensive in Finland. Yet, the following four measures will be highlighted, and lastly, a final recommendation.

- Firstly, Fraudulent concealment of assets fraudulent concealment of assets and the mutual testament can exemplify the strongest factual grounds, as the marital property was not divided, and Mia's true consent was absent. The agreements were also unfair, and the judgment entailed several errors (c.f. the Code of Judicial Procedure, Section 7(1-4); Marriage Act, Section 103b(1)). The fact that Tim hid his assets and testamentary arrangements also exemplifies fraud and bad faith, procedural fraud, and inequity (c.f., e.g. the Criminal Code, Chapters 15,

33, 36, and 40). However, as provided by the judgment, these facts are difficult to verify if the courts are misled and/or reluctant to hear the injured Party. Nevertheless, new decisive evidence should lead to the reopening or annulment of the judgment under the Code of Judicial Procedure, Section 7(3).

- Secondly, The strongest direct attack against the strongest direct attack against the divorce agreement is exemplified by the absence of mutual consent and breaches under the Marriage Act, Sections 26, 66, and 85. The Supreme Court KKO: 2009:45 holds that consent established by fraudulent inducement under the Contracts Act invalidates the agreement and entails liability for damages. Accordingly, KKO: 2021:28 and KKO: 2019:76 on the Marriage Act, Section 66, hold that divorce agreements are invalid for lack of disinterested witnesses. Tim bypassed the mandatory provisions on witnesses under this law, and these facts, combined with, e.g. coercion, dependency, concealment, and unequal bargaining power, provide a strong direct cause for revisiting the adjudication under the Code of Judicial Procedure, Section 7(4). Yet, the absence of disinterested witnesses (cf. Marriage Act, Section 66) would, in my opinion, be easily verifiable based on the agreements themselves and the published history of Tim's company.
- Thirdly, As Tim used interested witnesses, it provides strong both provide strong grounds for invalidity. Most importantly, a private divorce agreement that Tim initiated cannot override mandatory requirements for the reconsideration period and assets' division. The statement is even stronger if the witnesses were defective, as in the divorce agreement in question (c.f. the Marriage Act, Sections 26, 66, and 85; KKO: 2021:28; KKO. 2019:76). These kinds of formal invalidity arguments can be stronger than the broad evaluation of fairness, and are – again - easier to verify.
- Fourthly, New evidence should - again - change the outcome (c.f. Code of Judicial Procedure, 7(3), and is critical for annulment and or reversal of judgment, when combined with criminal conduct to mislead the court and the injured Party. In this case, Tim's real assets, as well as the mutual testament, would prove that the prenuptial agreement was not intended to explicitly deprive Mia of her lawful share of the marital assets. Additionally, the true assets examination would have also exemplified the grave financial disparity among the spouses.

However, as demonstrated by the judgment in Mia's case, verifying the full scope of the material facts may prove exceedingly difficult - if not impossible - given the apparent reluctance of the judges involved in her case. Therefore, my most important advice for Mia would be to invoke Section 66 on interested witnesses (Marriage Act) as the easiest

solution. Secondly, even when the criminal conduct of legal professionals was very humiliating for Mia, she concluded that “the whole of Finland was uninterested” in her case. See also Chart 2 for the grounds for invalidity, beginning from the easiest one to verify, i.e. the absence of disinterested witnesses under the Marriage Act, Section 66.

Here are the resting arguments that could strengthen the case further:

Provisions of the Code of Judicial Procedure for Reversal, Chapter 31:

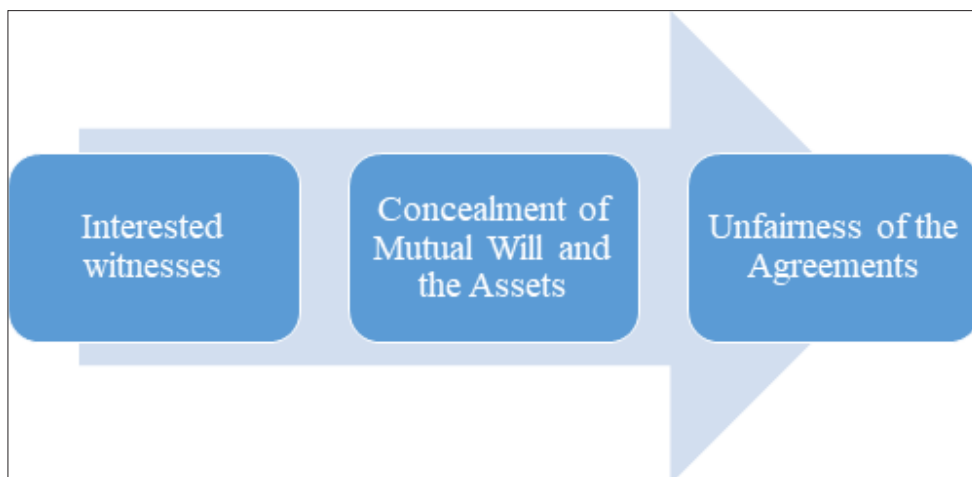
- Failure to properly hear testimony
- Attorney misconduct
- Incorrect application of unfairness standards

Provisions of the Criminal Code and Contracts Act that Support Invalidity:

- Inducement, coercion, extortion
- Defects in consent, fraudulent inducement, as well as exploitation

Provision of Disparity and Equality Before the Law that Supports Corrections in Points.

- The Constitution, together with EU and international law treaties
- Other factors, such as clerical/data errors (e.g. Data Protection Act)
- Breach of loyalty/confidentiality



**Chart 2:** Grounds for Invalidity of the Judgment and Divorce Agreement, and at Minimum, Justification for adjusting the Prenuptial Agreement

**Modifications to Enhance Accountability, Transparency, and the True Application of Law**

It must be stated that the results of this study are overwhelming - they exemplify grave misconduct by court officials and those positioned to benefit the most. While the legal provisions themselves appear righteous, their application is nevertheless failing. In this context, righteous adjudication should be morally just, ethically sound, and applied in accordance with law and fairness. Without belonging to such opportunistic circles - or, frankly, to a form of “Dear Brother” activity - it is difficult to comprehend how these practices emerge. Whether they are mutually coordinated or instead arise from unconscious institutional bias, the outcome appears deeply incompatible with the principles of equal and impartial justice. Accordingly, as Mia stood no chance against her wealthy ex-husband, this appears to be the line of duty in the courts, favoring big companies and rich individuals. Ada’s case also highlights how she lost the proceedings against her former prominent employer, after falling severely ill due to mold-infestation at work (Brink, R.R., 26 November 26, 2025). To avoid the black hole for other women, there must be more transparency in the adjudication. As the presented case provides approximately the same issues, I will also use the same suggestions as in my previous study (Brink, R. R., November 26, 2025). Transparency to bridge the gap between legal institutions and ordinary people must make legal rights understandable and

enforceable for all, not just legal professionals, and ensure more accountability for judges and attorneys:

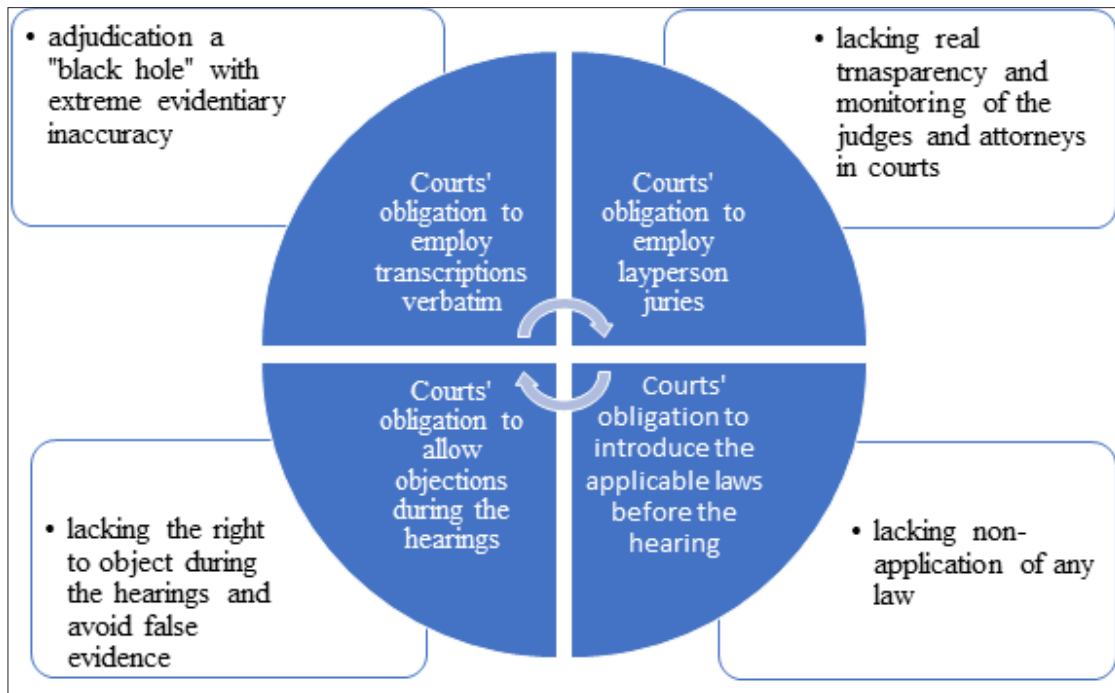
- More eyes on court proceedings, especially when they rule on cases with rich men vs. regular wives with power and financial disparity;
- Indicators to start a process, such as extreme wealth disparity between the injured party and the defendant;
- Special attention to equality before the law for women;
- Laws that truly control attorneys and judges in courts;
- More female judges?

The specific modifications to the Code of Judicial Procedure entail these suggestions:

- It shall entail an obligation for all courts to employ a clerk to transcribe all testimonies verbatim – possibly by using artificial intelligence programs;
- These testimonies shall act as a certified written record and can be used to prove a false statement, inter alia;

- It shall provide the Parties with the right to actively raise objections during the hearing, to prevent procedural fraud;
- It shall provide for non-political layperson juries for the transparency of judicial procedures concerning both judges and attorneys;
- The judges' roles shall be limited to only guiding the process;

- The judges shall be obligated to explain the laws in their case to the layperson jury and laypersons involved in the case;
- Such presentation shall, whenever practicable, occur before the hearings and may be conducted through audiovisual aids, including, but not limited to, PowerPoint presentations or equivalent methods, to ensure comprehension of the legal framework governing the proceedings.



**Chart 3:** Procedural Barriers and Solutions to Enhance the Correct Application of Law and Equality Before the Law for Women Courts

**Conclusion of Judicial Bias in Adjudication That Can Be Corrected Based on the Fault of Using Interested Witnesses in Marital Agreements**

Sadly, Mia is not the only ex-wife who has faced grave inequality before the law, as women in the same situation wanted her assistance. Yet, she was too injured at the time even for herself. This study also highlights that in highly contentious divorce adjudication, women can be rendered unequal before the law, even when several Finnish legal provisions – rightfully so in power and monetary disparity – protect the weaker spouse in marriage. Through the lens of mainly Finnish legal provisions and their application of procedural law, contractual fairness, and marital property regulation, this study concluded that Mia’s divorce remained unfair, her Party was not properly heard, and the court appeared reluctant to, quite frankly, apply any law in Mia’s case. Accordingly, legal professionals are not held accountable for eventual illegal misconduct in courts. They can professionally mislead both the court and the injured Party, and afterwards corrections of adjudication can be utterly challenging, if not impossible. Yet, Tim’s failure to secure disinterested witnesses in combination with the coerced divorce agreement provides grounds for annulment under the Marriage Act and may, in turn, invalidate the entire adjudication. Other strong grounds are provided by the absence

of mutual consent and the concealment of both his assets and their mutual testament.

Despite these safeguards, the case analysis suggests that key procedural and substantive protections were not applied in practice, and the case was lost even before the court hearings, as the District Court judge did not permit an examination of Tim’s assets. This decision rendered the entire adjudication lacking a factual basis, and it was, thus, not possible to evaluate whether the agreements were unfair in Mia’s case. There are accordingly many other strong grounds for a total dismissal, such as exploiting the weaker spouse’s compromised mental capacity. To summarize, transparency is in high demand, as the current adjudication appears to send evidence and injured Parties into a “black hole”.

While the legal framework in Finland provides extensive mechanisms to correct unjust outcomes, their effective application depends on rigorous procedural compliance and impartial adjudication. The findings of this study, therefore, highlight the importance of transparency, evidentiary integrity, and consistent application of legal norms in complex divorce litigation, particularly where substantial financial and power imbalances are present. Ultimately, the study underscores that

the effectiveness of legal protections is determined not only by their existence in law but also by their consistent and impartial implementation in judicial practice. Above all, one should be entitled to expect that judges, given their experience and position, would be able to assess whether they are being misled through something resembling procedural fraud and who is actually telling the truth.

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