

## **A Study on Legal Issues of Marriage Matchmaking: Focusing on the Legal Principles of Service Contracts**

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### **Abstract**

This article focuses on the increasingly prevalent marriage matchmaking services in Taiwanese society in recent years. Firstly, it points out that marriage matchmaking services have significantly diverged from the concept of “marriage brokerage” as imagined under Taiwanese civil law. It suggests that marriage matchmaking services should be categorized as a form of “mandate” and explained as a subtype of "service contracts."

After examining Taiwanese court judgments, this article identifies two of the most common disputes related to marriage matchmaking services. The first dispute concerns whether matchmakers have a duty to investigate the information of the introduced potential spouse and to what extent matchmakers should bear the duty of explanation. The second dispute involves the legal conditions and effects of service users’ unilateral right to terminate the contract.

Referencing developments in Japanese law, the article points out that service contracts have the following characteristics: "the content and the obligation of the contract are highly abstract," "the information gap between service providers and users is significant" and "the user's subjective satisfaction is important during the performance of the contract." Based on these characteristics and the principles of service contracts, this article offers suggestions for answers to the aforementioned two issues:

1. Domestic matchmakers are only obligated to convey information honestly, while matchmakers involved in international marriages should bear a duty to

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investigate the objective facts that will directly affect the family life of the matched parties. 2. The right of unilateral termination under Taiwanese Civil Code Article 549, Paragraph 1 should be interpreted in favor of service users in marriage matchmaking contracts, as a unilateral mandatory provision. After exercising the termination right, the matchmaker can only retain "payment equivalent to the services already provided" and "reasonable compensation for damages." To prevent undermining the right of unilateral termination, the calculation method or maximum limit for the latter should be specified through legislation.

**Keywords:** Marriage Matchmaking, Service Contract, Mandate, Marriage Brokerage, Duty of Explanation, Duty of Investigation, Labor Supply Contract, Unilateral Termination