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BCI-Mediated Consent and the Indian Contract Act, 1872: Is “Free Consent” Possible When a Neural Decoder Introduces Error?

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ABSTRACT

Brain-computer interfaces (BCIs) are neurotechnological systems that decode neural signals to enable direct communication between the human brain and external devices. As BCIs are deployed in medical, commercial, and assistive contexts in India, they raise a fundamental question under Indian private law: can “free consent,” as codified under Sections 13 to 22 of the Indian Contract Act, 1872, be meaningfully constituted when the medium of contractual expression is a neural decoder susceptible to classification error? Drawing on the empirical decoder-error literature, the technical BCI literature, and a doctrinal analysis of Indian contract law, this paper argues that BCI decoding errors constitute a novel, technologically induced vitiating factor that the existing categories of coercion, undue influence, fraud, misrepresentation, and mistake do not adequately address. The paper further examines intersecting obligations under the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and the constitutional framework established in Justice K.S. Puttaswamy (Retd.) v. Union of India (2017), concluding with concrete legislative and judicial recommendations to reform Indian law to accommodate BCI-mediated contractual expression.

Keywords: Brain-Computer Interface, Free Consent, Indian Contract Act 1872, Neural Decoder Error, Neuro-Contract Law.

I. INTRODUCTION

The convergence of neuroscience and digital technology has produced BCIs, devices that translate electroencephalographic or intracortical neural signals into commands directing external machines.¹ BCIs are now entering commercial markets: Neuralink’s first human implant in 2024 allowed an individual’s thoughts, mediated by a proprietary algorithm, to control a digital device in real time.² In India, BCI-based communication is already a

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¹Jonathan R. Wolpaw et al., *Brain-Computer Interfaces for Communication and Control*, 113 CLINICAL NEUROPHYSIOLOGY 767 (2002).

²*Mind the Gap: Bridging Ethical Considerations and Regulatory Oversight in Implantable BCI Human Subjects Research*, 19 FRONTIERS IN HUM. NEUROSCIENCE (2025).

foreseeable mechanism for contractual consent, particularly for persons with motor or speech disabilities for whom the BCI is their sole means of expression.³

The Indian Contract Act, 1872 presupposes a model of consent in which two human minds agree “upon the same thing in the same sense.”⁴ This framework was designed for direct human expression, namely speech, writing, and gesture, not for a scenario in which contractual intent is encoded as neural activity and then decoded by a probabilistic machine-learning algorithm.⁵ The doctrinal vacuum this creates is the subject of this paper, which examines whether existing vitiating factors can accommodate neural decoding errors, assesses the relevance of the IT Act and the DPDP Act, and proposes targeted reforms.

A. Meaning and definitions

Brain-Computer Interface: A BCI is “a system that measures central nervous system activity and converts it into artificial output that replaces, restores, enhances, supplements, or improves natural central nervous system output.”⁶ BCIs capture neural activity via EEG or intracortical electrode arrays, process it through machine-learning classifiers, and produce digital outputs.⁷ The key intermediate step is the neural decoder, which translates raw brain signals into interpretable commands.

Neural Decoder: A neural decoder is a probabilistic, computational algorithm that maps measured neural signals to inferred intentions. Decoders are trained on labelled datasets and calibrated to maximise classification accuracy, but they remain inherently error-prone owing to signal noise, electrode drift, neurological variability, and algorithmic limitations.⁸ Crucially, decoder errors arise from technical limitations in translation, not from any volitional act of the user.

Free Consent Under the Indian Contract Act, 1872: Section 13 of the Indian Contract Act, 1872 defines consent as agreement “upon the same thing in the same sense.” Section 14 specifies that consent is “free” only when untainted by coercion (Section 15), undue influence

³ *Brain-Computer Interfaces: Mental Privacy, Data Ownership, and the Dawn of Neuro-Rights*, JUS CORPUS (May 29, 2025), <https://www.juscorpus.com/brain-computer-interfaces-mental-privacy-data-ownership-and-the-dawn-of-neuro-rights/>.

⁴ The Indian Contract Act, 1872, No. 9, Acts of Parliament, 1872, § 13 (India).

⁵ SIR FREDERICK POLLOCK & DINSHAW F. MULLA, *POLLOCK & MULLA ON THE INDIAN CONTRACT AND SPECIFIC RELIEF ACTS* (15th ed. 2014).

⁶ *BRAIN-COMPUTER INTERFACES: PRINCIPLES AND PRACTICE 3* (Jonathan R. Wolpaw & Elizabeth Winter Wolpaw eds., 2012).

⁷ *Brain-Computer Interfaces in 2023-2024*, BRAIN-X (2025), <https://onlinelibrary.wiley.com/doi/full/10.1002/brx2.70024>.

⁸ Amar R. Marathe et al., *A Characterization of Brain-Computer Interface Performance Trade-Offs Using Support Vector Machines and Deep Neural Networks to Decode Movement Intent*, 12 *FRONTIERS IN NEUROSCIENCE* (2018).

(Section 16), fraud (Section 17), misrepresentation (Section 18), or mistake (Sections 20 to 22). Absence of free consent renders a contract either void (bilateral mistake under Section 20) or voidable at the aggrieved party's option (all other cases).⁹

Neuro-Contract: The term “neuro-contract,” introduced here, describes a contract in which one or both parties communicate contractual intention through a BCI-mediated interface. This novel category sits at the intersection of electronic contracts under Section 10-A of the Information Technology Act, 2000, medical device regulation, and the law of consent, a confluence that no existing Indian statute or judgment addresses.¹⁰

B. Statement of the Problem

When a person uses a BCI to communicate contractual consent, the following sequence occurs: (1) the user forms a conscious intention (a mental event); (2) the brain generates corresponding neural activity (a neurological event); (3) the BCI decoder classifies that activity and produces an output (a computational event); and (4) the output is communicated to the counterparty as contractual consent (a legal event). The critical legal problem arises at Step 3: the decoder may misclassify the neural signals, producing an output that does not reflect the user's actual intention, yet is received and relied upon as consent.¹¹

No current neural decoder achieves perfect accuracy. Speech-decoding BCIs have documented word error rates of 23.8% to 25% for large vocabularies.¹² Even the best-performing system reports a 2.5% error rate, meaning one in forty decoded terms may be erroneous.¹³ For discrete-command BCIs, surveys of potential users set the minimum acceptable accuracy at 90%, making 10% error rates commercially standard.¹⁴ In a contractual setting, a single misclassified numeral in a payment clause could fundamentally alter the agreement's character.

This problem is acutely under-addressed in India: (i) the Indian Contract Act, 1872 contains no provision for machine-mediated consent errors; (ii) the DPDP Act, 2023 does not classify neural data as a special category of sensitive data; (iii) there is no BCI-specific medical-device

⁹The Indian Contract Act, 1872, §§ 13-22 (India); Pollock & Mulla, *supra* note 6.

¹⁰Jus Corpus, *supra* note 4; *Neurotech and the Indian Constitution*, RECORD OF LAW (Aug. 29, 2025), <https://recordoflaw.in/neurotech-and-the-indian-constitution/>.

¹¹Wolpaw & Wolpaw, *supra* note 7; Marathe, *supra* note 9.

¹²Francis R. Willett et al., *A High-Performance Speech Neuroprosthesis*, 620 NATURE 1031 (2023); Sean L. Metzger et al., *A High-Performance Neuroprosthesis for Speech Decoding and Avatar Control*, 620 NATURE 1037 (2023).

¹³Nicholas S. Card et al., *An Accurate and Rapidly Calibrating Speech Neuroprosthesis*, 391 NEW ENG. J. MED. 609 (2024).

¹⁴Marathe, *supra* note 9.

regulatory framework; and (iv) Indian courts have yet to address BCI-mediated contractual validity.¹⁵

C. Hypothesis

Neural decoder error, when it produces a BCI output that materially misrepresents the user's contractual intent, constitutes a vitiating factor within the Indian Contract Act, 1872, rendering the resulting contract voidable, or, where both parties are misled by the decoder, void. The existing doctrinal categories under Sections 18 and 20 to 22 are insufficiently capacious to address this without judicial or legislative expansion. Accordingly, a sui generis doctrine of "neural consent error," introduced either judicially or legislatively, is necessary to protect BCI users' contractual rights in India.

D. Objectives of the Research

This paper pursues the following objectives: to examine the technical dimensions of neural decoder error and their relevance to the legal concept of contractual consent under the Indian Contract Act, 1872; to analyse whether the existing vitiating factors of mistake, misrepresentation, fraud, undue influence, and coercion can accommodate BCI-induced consent errors; to assess the adequacy of the DPDP Act, 2023 and the IT Act, 2000 in addressing BCI-mediated consent; to examine the constitutional dimension of BCI consent under Article 21, as interpreted in *Justice K.S. Puttaswamy (Retd.) v. Union of India* (2017); and to propose concrete legislative and judicial reforms for a principled framework governing BCI-mediated contracts in India.

II. THE LEGAL SIGNIFICANCE OF DECODER ERROR

A BCI operates through five stages: signal acquisition, preprocessing, feature extraction, classification, and control execution.¹⁶ Error can enter at any stage. At signal acquisition, electromagnetic interference and motion artefacts corrupt raw signals.¹⁷ At classification, the algorithm, whether a support vector machine, linear discriminant analysis, or convolutional neural network, may misclassify the user's intended command.¹⁸ Long-term decoder degradation further compounds the problem: biological changes and electrode drift erode accuracy over time even in well-designed systems.¹⁹

¹⁵Record of Law, *supra* note 11; Jus Corpus, *supra* note 4.

¹⁶*Brain-Computer Interfaces in 2023-2024*, *supra* note 8.

¹⁷*Mind the Gap*, *supra* note 3.

¹⁸Marathe, *supra* note 9.

¹⁹*Mind the Gap*, *supra* note 3.

The legal significance of these figures is direct. Research confirms word error rates of 23.8% (Willett et al., 2023²⁰) and 25% (Metzger et al., 2023)²¹ in neural speech decoders. At the minimum acceptable accuracy of 90%, a thirty-clause contract would, in expectation, contain three erroneously decoded clauses.²² The misclassification of a single term in a payment, duration, or party-identity clause could vitiate the entire agreement. The legal system must squarely address who bears this risk.

A. Existing Vitiating Factors

1. Mistake (Sections 20 to 22). Section 20 of the Indian Contract Act, 1872 voids a contract where “both parties are under a mistake as to a matter of fact essential to the agreement.” Traditionally, this bilateral mistake doctrine addresses situations where both parties share a false belief about an existing fact, for instance, both believing a subject matter to exist when it does not.²³ The BCI scenario is structurally different: the user holds no false belief, having a clear and correct intention, but the decoder generates an output that does not reflect it. The counterparty is then misled not by any shared factual error but by technological mediation.²⁴ Section 22 provides that a contract is not voidable merely for unilateral mistake. Indian courts have held that unilateral mistake does not vitiate consent unless it goes to the identity of the contracting party or the fundamental nature of the document.²⁵ A BCI decoder error would rarely satisfy these narrow criteria. Existing mistake doctrine is therefore simultaneously over-inclusive, requiring a bilateral error that the BCI scenario does not produce, and under-inclusive, failing to recognise technologically induced unilateral error as vitiating.

2. Misrepresentation (Section 18). Section 18 of the Indian Contract Act, 1872 defines misrepresentation as a positive assertion, not warranted by the assertor’s information, of that which is not true. A decoder error is structurally analogous: the decoder asserts, as the user’s consent, a statement the user never made. However, Section 18 as traditionally understood contemplates misrepresentation by a contracting party or their agent, not by an autonomous technical system.²⁶ The BCI manufacturer is a third party, and strict privity would ordinarily preclude rescission for their technical deficiencies. A more promising avenue lies under Section 18(2): a contract is voidable where one party, “by reason of a breach of duty... without intent to

²⁰Willett et al., *supra* note 13.

²¹Metzger et al., *supra* note 13.

²²Marathe, *supra* note 9.

²³Pollock & Mulla, *supra* note 6.

²⁴Marathe, *supra* note 9.

²⁵Dularia Devi v. Janardan Singh, A.I.R. 1990 S.C. 1173 (India); AVTAR SINGH, LAW OF CONTRACT AND SPECIFIC RELIEF (12th ed. 2021); Pollock & Mulla, *supra* note 6.

²⁶Pollock & Mulla, *supra* note 6; The Indian Contract Act, 1872, § 18 (India).

deceive, gains an advantage.” If the counterparty who deploys the BCI system owes a duty of care to ensure reasonable decoder accuracy, their breach, even without fraud, could vitiate consent.²⁷ This argument requires a judicial extension of the concept of “duty” in Section 18 that has not yet occurred in Indian jurisprudence, making it the most doctrinally ripe ground for future litigation.

3. Fraud (Section 17). Section 17 of the Indian Contract Act, 1872 requires a mens rea of deceptive intent. Genuine decoder error arising from inherent algorithmic limitations cannot constitute fraud.²⁸ However, where a BCI manufacturer knowingly deploys a decoder with a documented high error rate without disclosing this to users, deliberate concealment of that material fact could constitute fraud under Section 17(4) (“any other act fitted to deceive”) or Section 17(5) (“any such act or omission as the law specially declares to be fraudulent”).²⁹ The distinction between negligent and fraudulent non-disclosure is therefore critical in BCI contractual litigation.

4. Undue Influence (Section 16). Section 16 of the Indian Contract Act, 1872 requires that one party dominate the will of the other and use that position to obtain an unfair advantage. Where a healthcare provider or commercial entity requires patients with motor disabilities to execute consent through a BCI system, the BCI being their sole available means of expression, the structural dependency of the user on that system is analogous to a condition of dominance.³⁰ This argument is reinforced by the Supreme Court’s holding in *Justice K.S. Puttaswamy (Retd.) v. Union of India* that privacy, including informational privacy and the right to control the dissemination of one’s personal data, is fundamental to personal autonomy under Article 21.³¹ Where a commercially dominant entity systematically decodes a user’s neural signals with known error rates, and the user has no alternative, the structural conditions for vitiating consent under Section 16 may be satisfied.

III. THE INFORMATION TECHNOLOGY ACT, 2000 AND THE E-CONTRACT FRAMEWORK

Section 10-A of the Information Technology Act, 2000, inserted by the IT (Amendment) Act, 2008, provides that contracts concluded through electronic means shall not be denied legal validity solely because they are electronic. A BCI output, being digitally generated data,

²⁷Singh, *supra* note 26; Pollock & Mulla, *supra* note 6.

²⁸The Indian Contract Act, 1872, § 17 (India); Pollock & Mulla, *supra* note 6.

²⁹The Indian Contract Act, 1872, § 17(4)-(5) (India).

³⁰The Indian Contract Act, 1872, § 16 (India); Pollock & Mulla, *supra* note 6.

³¹*Justice K.S. Puttaswamy (Retd.) v. Union of India*, (2017) 10 S.C.C. 1 (India).

constitutes an “electronic record” within Section 2(1)(t) of the IT Act, 2000.³² Section 10-A validates the form of contract formation, not the quality of the consent expressed. The Act imposes data-protection obligations on body corporates under Section 43-A and the Sensitive Personal Data or Information Rules, 2011, but these concern data security, not the algorithmic accuracy of decoded intent.³³ The IT Act therefore provides no remedy for the user whose BCI decoder has silently mistranslated their contractual intention.

IV. THE DIGITAL PERSONAL DATA PROTECTION ACT, 2023 AND NEURAL DATA

The DPDP Act, 2023, enacted on 11 August 2023 and brought into force in phases from 13 November 2025, mandates that personal data may be processed only upon consent that is “free, specific, informed, unconditional and unambiguous with a clear affirmative action.”³⁴ This consent standard, while robust in the data-protection context, addresses the fact of consent, not its expressive accuracy through a BCI decoder.³⁵ These are distinct obligations.

Two critical lacunae persist. First, the DPDP Act, 2023 does not classify neural data as a special category of sensitive personal data warranting heightened protection, unlike the EU General Data Protection Regulation, which expressly categorises biometric data processed for unique identification.³⁶ A BCI manufacturer processing neural signals under the DPDP Act therefore operates under the same legal regime as an entity processing ordinary personal data. Second, Section 6(10) of the DPDP Act, 2023 places the burden of proving that consent was given on the data fiduciary, but does not oblige the data fiduciary to verify that the decoded output accurately reflects the data principal’s intent.³⁷ The Digital Personal Data Protection Rules, 2025, notified on 13 November 2025, mandate express user permission and breach notification within 72 hours, but do not address decoder-induced consent error.³⁸ These gaps demand targeted amendment.

V. CONSTITUTIONAL DIMENSION: ARTICLE 21 AND MENTAL INTEGRITY

In *Justice K.S. Puttaswamy (Retd.) v. Union of India*, a nine-judge bench unanimously held that the right to privacy is a fundamental right under Articles 14, 19, and 21 of the Constitution of

³²The Information Technology Act, 2000, No. 21, Acts of Parliament, 2000, §§ 10-A, 2(1)(t) (India).

³³The Information Technology Act, 2000, § 43-A (India); Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (India); Singh, *supra* note 26.

³⁴The Digital Personal Data Protection Act, 2023, No. 22, Acts of Parliament, 2023 (India).

³⁵The Digital Personal Data Protection Act, 2023, § 6 (India); LATHAM & WATKINS LLP, INDIA’S DIGITAL PERSONAL DATA PROTECTION ACT 2023 VS. THE GDPR: A COMPARISON (2023).

³⁶Regulation (EU) 2016/679, art. 9, 2016 O.J. (L 119) 1 (General Data Protection Regulation); Latham & Watkins, *supra* note 36.

³⁷The Digital Personal Data Protection Act, 2023, § 6(10) (India).

³⁸*India’s Digital Personal Data Protection Act 2023 Brought Into Force*, HOGAN LOVELLS (Nov. 2025); The Digital Personal Data Protection Rules, 2025 (India).

India.³⁹ Justice Chandrachud's concurrence established that privacy encompasses informational privacy, the right to control the dissemination of one's personal data, and is an attribute of personal liberty and human dignity. A compelling argument may be advanced that "mental integrity," the right to have one's cognitive states accurately represented when communicated through technological means, is a component of the right to privacy under Article 21.⁴⁰ A BCI decoder error causes a technological system to create and communicate a false contractual identity for the user, striking at the core of personal autonomy as articulated in *Puttaswamy*. Scholars have observed that India presently has no laws protecting mental privacy and cognitive data despite the *Puttaswamy* mandate,⁴¹ creating a constitutional lacuna that reinforces the private-law vacuum identified in this paper.

VI. COMPARATIVE PERSPECTIVES

Chile amended its Constitution in 2021 to protect "mental integrity" and "cognitive freedom," prohibiting the collection or use of brain data in ways that manipulate individual autonomy.⁴² The EU GDPR classifies biometric data as a special category requiring explicit consent.⁴³ In the United States, scholars have argued that decoded neural signals constitute "testimonial" evidence protected by the Fifth Amendment privilege against self-incrimination.⁴⁴ These frameworks share a common principle: that decoded neural output is a legally distinct category of communication warranting heightened protection.⁴⁵ India must adopt a comparable approach within its own constitutional and statutory framework.

VII. PROPOSED DOCTRINAL FRAMEWORK: NEURAL CONSENT ERROR

Three reforms are proposed. First, Indian courts should recognise "neural consent error" as a distinct vitiating factor analogous to misrepresentation under Section 18 of the Indian Contract Act, 1872: it arises where a decoder produces an output that materially diverges from the user's subjective intention due to technical limitations rather than any volitional act. A neuro-contract formed on such an error should be voidable at the BCI user's option, subject to a good-faith

³⁹*Puttaswamy*, *supra* note 32.

⁴⁰*Record of Law*, *supra* note 11.

⁴¹*Record of Law*, *supra* note 11.

⁴²CONSTITUCIÓN POLÍTICA DE LA REPÚBLICA DE CHILE art. 19(1) (as amended 2021); Marcello Ienca & Roberto Andorno, *Towards New Human Rights in the Age of Neuroscience and Neurotechnology*, 13 LIFE SCI., SOC'Y & POL'Y 5 (2017).

⁴³Regulation (EU) 2016/679, *supra* note 37, art. 9; Latham & Watkins, *supra* note 36.

⁴⁴Nita A. Farahany, *Incriminating Thoughts*, 64 STAN. L. REV. 351 (2012); Adam Sztejman, *The Neurological Fifth Amendment: Reassessing Self-Incrimination in the Age of Brain-Computer Interfaces*, DUKE UNDERGRADUATE L. REV. (Dec. 9, 2025).

⁴⁵NITA A. FARAHANY, *THE BATTLE FOR YOUR BRAIN: DEFENDING THE RIGHT TO THINK FREELY IN THE AGE OF NEUROTECHNOLOGY* (2023); Ienca & Andorno, *supra* note 43.

reliance defence by the counterparty.⁴⁶ Second, the burden of proving decoder accuracy should fall on the BCI-deploying party, consistent with the general principle that the party best placed to produce evidence should bear the burden,⁴⁷ and with Section 6(10) of the DPDP Act, 2023, which already places the burden of proving consent on the data fiduciary.⁴⁸ Third, a minimum decoder accuracy threshold of 95%, derived from and exceeding the 90% minimum acceptable threshold identified in the empirical literature,⁴⁹ should be established as a statutory precondition for the legal validity of BCI-mediated contracts. Contracts formed through decoders operating below this threshold should be presumptively voidable.

VIII. CONCLUSION AND SUGGESTIONS

A. Conclusion

The Indian Contract Act, 1872, in its current form, is doctrinally insufficient to address BCI-mediated consent. The Act's concepts of free consent, meeting of minds, and existing vitiating factors were designed for direct human expression, not for the probabilistic algorithmic translation of neural intent.⁵⁰ The DPDP Act, 2023, though a landmark achievement, addresses data-processing consent rather than decoder accuracy.⁵¹ The IT Act, 2000 validates the form of electronic contracts without engaging with the quality of decoded intent.⁵² The constitutional framework established in *Puttaswamy* provides normative support for mental integrity but has not yet been applied in the contractual context.⁵³ India stands at a critical juncture: BCI deployment in medical and commercial contexts is imminent, and proactive legislative action is essential to prevent BCI users, many of them persons with disabilities depending on BCIs as their sole means of expression, from being rendered legally vulnerable.

B. Suggestions

Statutory vitiating factor. Parliament should insert Section 14-A, defining “neural consent error” as a distinct vitiating factor. A contract formed through BCI mediation should be voidable where the decoded output materially diverges from the user's subjective intention due to technical error.⁵⁴

⁴⁶The Indian Contract Act, 1872, § 18 (India); Singh, *supra* note 26.

⁴⁷The Indian Evidence Act, 1872, No. 1, Acts of Parliament, 1872 (India).

⁴⁸The Digital Personal Data Protection Act, 2023, § 6(10) (India).

⁴⁹Marathe, *supra* note 9.

⁵⁰Pollock & Mulla, *supra* note 6; The Indian Contract Act, 1872 (India).

⁵¹The Digital Personal Data Protection Act, 2023, *supra* note 35.

⁵²The Information Technology Act, 2000, *supra* note 33.

⁵³Record of Law, *supra* note 11.

⁵⁴The Indian Contract Act, 1872 (India).

Sensitive data classification. Neural signal data and decoded neural intent data should be classified as a special category of sensitive personal data under the DPDP Act, 2023, mirroring the GDPR's heightened protection for biometric data, requiring explicit, separately recorded consent for any processing purpose, including contractual communication.⁵⁵

BCI-specific device regulation. The Ministry of Electronics and Information Technology and the Ministry of Health should jointly promulgate BCI-specific regulations under the Medical Devices Rules, 2017, mandating a minimum decoder accuracy of 95% for BCIs used in legally consequential communication, drawing on empirical benchmarks.⁵⁶

Constitutional recognition. The Supreme Court of India should, in an appropriate case, extend the *Puttaswamy* privacy framework to encompass “mental integrity” as a component of personal liberty under Article 21, providing the constitutional foundation for BCI users’ contractual autonomy.⁵⁷

Mandatory disclosure. Any party deploying a BCI interface to obtain contractual consent should be obliged to disclose the decoder’s documented error rate to the counterparty before contract formation. Failure to disclose should constitute misrepresentation under Section 18 of the Indian Contract Act, 1872.⁵⁸

Independent verification. For high-value contracts, an independent neural-consent verification protocol, analogous to attestation under the Registration Act, 1908, should be mandated, whereby a neutral technical operator verifies the accuracy of BCI-decoded consent before contract execution.⁵⁹

The emergence of BCI technology presents Indian law with a challenge that is simultaneously doctrinal, constitutional, and technological. Addressing it requires not piecemeal judicial adaptation but a coherent, multi-statute legislative response that places the protection of BCI users at its centre. Legislative action before the first BCI-mediated contractual dispute reaches Indian courts is both possible and imperative.

⁵⁵Regulation (EU) 2016/679, *supra* note 37, art. 9; Latham & Watkins, *supra* note 36.

⁵⁶Marathe, *supra* note 9; Metzger et al., *supra* note 13.

⁵⁷Puttaswamy, *supra* note 32; Record of Law, *supra* note 11.

⁵⁸The Indian Contract Act, 1872, § 18 (India); Singh, *supra* note 26.

⁵⁹The Registration Act, 1908, No. 16, Acts of Parliament, 1908 (India).

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