



## Contractual liability of a minor in India

Dr. Anil Kumar Dixit<sup>1</sup>, Amra<sup>2</sup>

<sup>1</sup> Associate Professor of Law, Faculty of Law, Uttaranchal University, Dehradun, Uttarakhand, India

<sup>2</sup> Law College Dehradun, Dehradun, Uttarakhand, India

### Abstract

In the midst of globalisation and liberalisation fever, the people are grooming with wide-range of information even before the age of majority. However, the Indian Contract Act envisages that the minors are incompetent to hold any form of contracts. This article is concern only with minor in contract. A person who has not attained the age of majority is a minor. Therefore the competency of the parties to a contract is most essentials ingredients of a contract. With some exceptions, an agreement made by a minor is voidable. How far a minor would liable under contract for necessities or services to provide the minor for is livelihood. This article also deals when the minor is liable under various legislations in India with some comparison with English Law here and there with judicial decisions both English law and Indian law plus ends with conclusion and recommendation.

**Keywords:** Minor –Capacity- Contracts- Liability – India

### 1. Introduction

Persons cannot make a valid contract, namely minor, person in a state of unsound mind and person who are disqualified from contracting by any law to which they are subject. This article is concern only with minor in contract [1]. Minors are appearing in public life today more frequently than even before. A minor has to travel, to get his dresses tailored, or cleaned, to visit cinema halls and deposit his bicycle at a stand. He has to deal with educational institutions and purchase so many things for the facility of life and education [2].

A person who has not attained the age of majority is a minor. A person is deemed to have attained the age of majority when he or she completes the age of 18 years, except in case of person of whose person or property a guardian has been appointed by the Court, in which case the age of majority is 21 years. A minor is not competent to contract or an agreement with minor is void *ab initio*. All agreements are not contracts but all contracts are agreements. Only those agreements are contract which fulfill the conditions of section 10 of Indian Contract Act, 1872. Section 10 spells for a contract parties must be competent, the consent must be free. Therefore the competency of the parties to a contract is most essentials ingredients of a contract. With some exceptions, an agreement made by a minor is voidable. The terms “minor” and “infant” are used in law to describe a person who is under the legal age of an adult. In nearly all cases, an “adult” is a person who is 18 years or older. The minor, in other words, may avoid the legal liability under a contract. After attaining the age of majority (attaining the age of 18 years), a minor may affirm or ratify the contract and therefore make it contractually binding on him. Any expression of the minor’s intention to avoid the contract will accomplish avoidance. A person who is mentally incompetent may ordinarily avoid a contract in the same manner as a minor. If the person later becomes competent after attaining the majority, at that juncture he can ratify or

avoid the contract depending upon the nature of contract with a minor. A minor can legally enter into a contract in general. However, whether such contract is enforceable in the court of law will depend on a number of factors why the contract is made with a minor.

In this article an attempt is made to enlighten when minor could be liable under contract, when a minor could not be liable; what are the exceptions to liability; necessities/services supplied to minor, beneficial contract to minor, liability under tort and other Indian laws, Judicial decisions both in English Law and Indian Law are discussed about void or voidable contract under the light of Indian legislations and ends with conclusion as well as recommendation.

### 2. Competent to Contract

Section 11 of Indian contract Act 1872 read as, “That every person is competent to contract who is of the age of majority according to law to which is subject and who is sound mind and not disqualified from contracting by any law to which he is subject.” The following persons are competent to contract namely i) Who is major; ii) Who is of sound mind.

It is obvious that minors and unsound mind person cannot make a contract. A Major person means a person who has attained the age of 18 years. The age of majority has been decided by Indian Majority Act 1875. In case of guardian appointed by the court, the age shall be 21 years [3].

#### 2.1 Concept of Minor

A person who has not attained the age of majority is a minor. The term minor/minors is no where defined in the Indian Contract Act of 1872. But if anyone read the wording of Section 11 which spells a minor is a person who has not attained the age of 18 years. The age of majority is defined in Section 3 of Indian Majority Act, 1857.

A person who is of 17 years old and 364 days old, he will be called as a minor in the eyes of law. Minors’ interest is

protected by the law. Minor should not enter into the contract so as to provide a protection to the minor so that nobody can take advantage of his minority. Because law presumes that minor mind is not mature enough to understand the nature of agreements. It means what is fair, what is unfair, what is true, what is false, what is genuine and what is dupe. So in a way by debarring or by disqualifying a person who is a minor to enter into the contract, it is all in the interest of the minor<sup>[4]</sup>. Minor age is understood in different legislations in India different age groups which are discussed under the side heading minors in trade union members and labour laws.

### 2.1.1 Minor's Agreement

An agreement made with a minor is void *ab initio* i.e., void from the very beginning. Any agreement made with a minor is not at all a contract. It is an agreement which does not legal effect in court of law. It means it is not enforceable in court of Law Those agreements are call void agreements. In other words it would not enjoy the legal effect.

Minors' agreements are absolutely void and it was observed in Privy Council Judgment in the land mark case of *Mohiri Bibi v. Dharmadas Gosh*<sup>[5]</sup>. The plaintiff was Dharmodas Ghosh, who was a minor, mortgaged his property to the defendant, a moneylender. Defendant's attorney had the knowledge about plaintiff's age at the time of contract. The plaintiff later paid only Indian Rs. 8000 but refused to pay rest of the money. The plaintiff's mother was his legal guardian at that time, so he commenced an action against the defendant saying that at the time of making of a contract, he was a minor, so the contract being a void one, he is not bound by the same. The court held that unless the parties have competence under Section 11 of the Act, no agreement is a contract. These agreements were considered to be nullity and non-existent in the eyes of law as per the above section.

*Mohiri Bibi* case<sup>[6]</sup>, Privy Council did not recognise Section 65 of Indian Contract Act, Section of 115 of Indian Evidence Act and Section 41 of Specific Relief Act. As per the Section 65 says any person who has received any advantage under such agreement or contract is bound to restore, it, or to make compensation for it, to the person from whom he received it when a person fraudulently represent himself or herself as a major. Here any person includes minor. Hence Law Commission of India under 13<sup>th</sup> Report to the Indian Contract Act made suggestion to amend this section 65. But in *Mohiri Bibi* case<sup>[7]</sup> where Privy Council has observed that Section 65 could not be attracted to the minors. Thus there would be *lacunae* and injustice where minor could take advantage of it. In the case of *Ram Ashish Chaudhary v. State of Uttar Pradesh*<sup>[8]</sup>, by an agreement, a person was appointed as a teacher. But he was a minor at the time of agreement. The Court held that the agreement was void *ab initio* due to minority of the person appointed, in the light of section 11 of Indian Contract Act and *Mohori Bibi's* case<sup>[9]</sup>.

Two types of contracts with a minor were valid, they were contracts for necessities and beneficial contracts of service<sup>[10]</sup>.

### 2.1.2 The Agreement will be in the Interest of Minor

In the case of *Raj Rani v. Prem Adib*<sup>[11]</sup>, Father agreed with the Film Director, and according to agreement Film Director will provide a role to Indrani. It was held void because no

consideration was therein for the transaction. If this agreement is with the daughter then it is void *ab-intio*. If it is with his father then it has no value even to think over it.

In the case of *Raghava Chariar v. Shrinivas*<sup>[12]</sup>, a mortgage was enforced on behalf of a minor who had advanced a sum of money for which the mortgage has been executed in his favour.

In the case of *Sharafat Ali v. Noor Mohd*<sup>[13]</sup>, a promissory note executed in favour of a minor. Subsequently, the drawer refused to honour the note on the ground that it being drawn in favour of a minor was void. Held, that the contract was for the benefit of the minor and he can enforce it.

### 3. General Status of Minor in India

India follows the same English Law<sup>[14]</sup> in contract with some modification here and there which suit to the Indian conditions or circumstances. In other words, Indian Contract Act is the replica of English Contract Act. Hence, the position or general status of minor is same as in Indian law or Indian scenario. A minor is not competent to contract or make any agreement as a minor lacks mental capacity because of age factor. In English Law, a Minor in contract, subject to certain exceptions, is only voidable at the option of the minor and Indian Law varies little extent from English law because of morals or ethics which says no one should be enriched at the cost of others.

#### 3.1 Ratification by Minor

A minor's agreements are void *ab initio*. It is incapable of being validated by a subsequent ratification after the minor has attained the age of majority. A minor is incapable of either making a contract himself or authorising the same. He cannot legally ratify an act done on his behalf because of whole question or ratification is based on the assumption that authority could have been conferred by the person ratifying the acts at the date when acts were performed<sup>[15]</sup>.

In the case of *Nazir Ahmed v. Jiwandas*<sup>[16]</sup>, if the parties to a contract void due to the minority of a party are interested, they can draw up a fresh contract after the party attains majority. The new contract will require new consideration. The consideration given under the earlier but void contract cannot serve as consideration in the new contract entered into after attaining majority. It means after attaining majority there should be some consideration then only the contract becomes valid contract and that contract is enforceable in the court of law<sup>[17]</sup>.

In the case of *Indran Ramaswamy v. Anthiappa Chettiar*<sup>[18]</sup>, a minor borrows money and executes promissory note. After attaining majority, he executed another promissory note in settlement of first note without consideration or without fresh consideration. The second note is void for want of consideration.

In the case of *Smt. M.C. Nagalakshmi and Ors. v. Sri. M.A. Farook and Sri. M.A*<sup>[19]</sup>, a person when minor executed a deed with regard to his interest in the estate. A suit was filed when he had attained majority. The person admitted the agreement and did not repudiate it. It was held that the contract was enforceable to the extent of the minor's interest in the estate.

#### 3.2 Ratification on behalf of Minor

In the case of *Irvine v. Union of Bank of Australia*<sup>[20]</sup>, the

Privy Council stated “ratification in law is treated as equivalent to a previous authority, and it follows that, as a general rule, a person or body of persons, not competent to authorize an act, cannot give it validity by ratifying it.”

In the case of *Bhavani Shankar Joshi v. Gordhandas Jamnadas* [21], the second appellant was at that time a minor, but this fact was at first overlooked. On 26<sup>th</sup> January 1935, application was made to the High Court under the rule above cited by one Gordhandas Jamnadas, who claimed to have taken an assignment dated 8<sup>th</sup> November 1933, of the decree and asked for sale of certain immovable of the judgment-debtors situate within the High Court's original jurisdiction and for an attachment of a decree which they had obtained in a Court at West Tanjore. In this case it is observed if the act is ratified then it is valid contract and it is not ratified it is void contract [22].

In the case of *Jai Narain Lal Tandon and Ors. v. Lala Bechoo Lal and Anr* [23], where acts are done by one person on behalf of another, but without his knowledge or authority, he may elect to ratify or disown such acts. If he ratifies them, the same effects will follow as if they had been performed by his authority [24].

### 3.3 Doctrine of Estoppels against a Minor

There is no estoppel against the minor. It means when a minor fraudulently enters into a contract, representing that he is a major, but in reality he is not, then later on he/she can plead his/her minority as a defence and cannot be stopped/prevented from doing so [25].

In case of *Nawab Sadiq Ali Khan v. Jai Kishori* [26], it was held by Privy Council that if a minor makes a contract by fraudulently expressing his age more than actual then he cannot be stopped as per the rules of estoppels that he was minor at the time of contract.

In the case of *Vaikuntarama Pillai v. Authimoolam Chettiar* [27], there is a clear statutory provisions that a minor being incompetent to contract is incapable of incurring any liability for any debt, the law of estoppels cannot over rule this provision to make him liable was observed by Madras High Court. In the other words money was obtained by a minor misrepresenting his age, that amounted to a fraud and he might be made to refund it, but, in the absence of fraud, refund could not be ordered [28].

In the case of *Khan Gul v. Lakha Singh* [29], the law of estoppel does not apply against a minor was observed by Lahore High Court. In the case of *Gadigeppa v. Balangowoda* [30], followed *Vaikuntarama Pilli* case decision of the Madras High Court.

In *Lakhwinder Singh v. Paramji Kaur* [31], the respondent a daughter of Mr. Avtar Singh, who was deceased, inherited a part of his land property. While minor, she executed Power of Attorney in favour of her month Smt. Rattan Kaur, who executed a sale deed of land belonging to her daughter in favour of defendant/appellant. Finding that respondent was a minor at the time of execution of Power of attorney of her mother obtained specific permission from the District Court, sale of land share by the mother was held void.

In case of *Kartar Singh v. Harbans Singh* [32], held that the transferee must make all reasonable and diligent enquiries regarding the capacity of the transferor and the necessity to alienate the estate of the minor.

### 3.4 Doctrine of Restitution

In the case of *Leslie v. Sheill* [33], it was held by the Court of Appeal that the money could not be recovered. If there were allowed that would amount to enforcing the agreement to repay loan, which is void under Infants Relief Act, 1874. As regards to the point of restoring back the property is concerned, Lord Sumner referred and made observation in the case of *Stocks v. Wilson* [34].

In the case of *Walidad Khan v. Janak Singh* [35], where a minor has given consideration under a contract, but the consideration given to him as failed, he may have restitution. Thus, where a minor bought a Zamindar property on payment of money, but he was ousted on a suit by a third party, it was held ‘that the minor was at any rate entitled to recover from the vendor the sum which had had paid as purchase money.’ Restitution arises where repayment begins [36].

England restitution is restoring back the property by a fraudulent minor is permitted, if the property can be trace. Now, it is a question which arises how far a minor can be required to restore back the benefit wrongly obtained by him or her under a void agreement where a minor is asked to pay compensation to the other party is dealt under the side heading Compensation by a Minor in India.

In the case of *Ajudhia Prasad v. Chandan Lal* [37], it is observed, “Not a single case has been quoted in which restitution was ordered where a suit was brought against the minor.” *An Obiter dictum* was done/ in the case of *Mohiri Bibi* case under Section 65 of Indian Contract Act.

Now, the court will not compel any restitution by a minor even when he is a plaintiff, where the other party was aware of the infancy so that he was not deceived was observed in the case of *Bhim Mandal v. Mangaram Corain* [38].

### 3.5 Doctrine of Mutuality

Mutuality of contract means the reciprocal understanding or agreement between parties. This is an essential element in the creation of a legally enforceable contract. Mutuality is the important part of a contract. Mutuality states that both parties should and must be bound or both parties neither should be. However, Doctrine of Mutuality will not be applicable in unilateral contracts where there is only one party who is bound. It shall also be inapplicable where both parties make promises but only one is bound, as in a fraud. A lack of mutuality means a lack of common understanding or meeting of the minds or identify of mind.

The leading case in contract for purchase was observed in the case of *Mir Sarwaran v. Fakhruddin Mohammed Chowdhuri* [39], the contract was beneficial to the a minor where the guardian of a minor entered into a contract for the purchase of certain immovable property on behalf of a minor. Lord McNaughton, of the Judicial Committee, introducing in India the English doctrine of mutuality said thus:

“... It is not within the competence of a manager of a minor's estate or within the competence of a guardian of a minor to bind the minor or his estate by a contract for the purchase of immovable property, and they are further of the opinion that as the minor in the present case was not bound by the contract, there was no mutuality. Consequently, it is not open to the minor or attaining majority to enforce specific performance of the contract [40].”

It may be noted that the principle may not change where the

minor is a Hindu boy or Muslim boy with separate property<sup>[41]</sup>. The Courts in India have uniformly followed this decision in cases which arose in subsequent cases<sup>[42]</sup>.

In the case of *Gopal Krishna Govind v. Tukaram Narayan*<sup>[43]</sup>, where it has been held that a father has no authority to enter into the contract for sale of immovable property on behalf of the minor and if the father has no authority to enter into that contract, then on the principle of mutuality the contract would be binding even upon the other parties.

In the case of *Satya Bhushan Bandhopadhyaya v. Krishna Kali Bandhopadhyaya*<sup>[44]</sup>, observed by the Calcutta High Court that the test of mutuality is considered as the basis of contribution. In this decision when we look at the term of „mutuality“, it can be submitted that all the defendants in a single suit must be mutually liable to each other to make contribution.

### 3.6 Rescission of Contract

In the case of *Vijayakumar Tuakaram v. Gokulchand Surajmal Gajbi*<sup>[45]</sup>, the natural father had capacity to enter into the agreement on behalf of his minor son, the plaintiff. By the agreement, the plaintiff stood to gain valuable property for a consideration of certain rupees. In view of these facts, there was clear mutuality and it was not open to the plaintiff to say that the contract was hit by the alleged want of mutuality. The plaintiff had no justification or ground for seeking a rescission of the contract<sup>[46]</sup>.

In respect of a voidable contract a minor may, after attaining majority: i) rescind the contract, or ii) affirm the same or iii) be liable to restore the benefit received under the transaction if it is set aside. A minor may rescind the contract either expressly; or impliedly.

### 3.7 Doctrine of Equity

The reimbursement is founded on law (i.e., statutory provision incorporated under section 69 of Indian Contract Act while the contribution is normally based on a doctrine of equity to promote the concept of burden and obligations and it does not depend upon contract.

## 4. Compensation by a Minor in India

In England restitution, that is, the restoring back the property by a fraudulent minor is permitted, if the property can be traced. In India, the question is how far a minor can be asked to restore back the benefit wrongly obtained by him or her under a void agreement? Another question is whether a minor be asked to pay compensation to the other party<sup>[47]</sup>?

Question of compensation is under the two kinds, i) whether a minor can be asked to pay compensation under Sections: 64 & 65, Indian Contract Act for the benefit obtained by him under a void agreement? And ii) whether a minor can be asked to pay compensation in view of the provisions contained in Sections 39 and 41 of Specific Relief Act, 1877?<sup>[48]</sup> This aspect is covered under the side heading Minor liability under Indian Contract Act which is stated below.

### 4.1 Liability of Minor under Indian Contract Act

In *Jamna Bai's case*<sup>[49]</sup>, this decision gives effect to the principle laid down in Section 42 onwards of the Indian Contract Act, 1872. These sections vary the rules of English Common Law as to the devolution of the benefit of and

liability in respect of joint contracts and appear to make all joint contracts joint and several. Section 43 allows a promisee to sue such one or more or several joint promisors as he chooses and naturally, therefore, the minority of one of the joint promisors would not affect the liability of the others.

Privy Council in the land mark *Mohiri Bibi case*<sup>[50]</sup>, it was held that mortgage made by a minor was void and the mortgagors who has advanced money to the minor on the security of the mortgage was not entitled to repayment of the money under Sections 64 and 65 of Indian Contract Act.

Under section 68 of the Contract Act-1872, minor is also liable for necessities. In the case of *Chapple v Cooper*<sup>[51]</sup>, a young widow was sued successfully for the funeral expenses for her late husband, as these services were regarded as necessities. Point of law is that if a person orders a service that is required and suitable for their condition in life at the time of sale and deliver, they liable<sup>[52]</sup>. Section 68 is applies only on voidable agreements, Section 56 is applies on the agreement which were valid at the time of formation but due to some circumstances (as under sec.56) it becomes void. Section cannot be invoked against a minor in the case of *Bankay Behari Prasad v. Mahendra Prasad*<sup>[53]</sup>.

The minor is excluded from the operation of section 70 for the reason that his case has been specifically provided for by section 68. In this case it is stated in its interpretation is neither logical nor in consonance with the provision with the provision contained in section 70. This section says or deals with every “person” it would include a minor, and moreover, there is nothing in the ICA, which prevents the case of a minor being covered both under section 68 & section 70 of the ICA<sup>[54]</sup>.

Under section 183 of the Indian Contract Act, a minor is not entitled to employ an agent. The contract, therefore, though it is made for and on behalf of the minor by a person who purported to act as his agent, is not the contract of the minor was observed in the case of *Raj Rani v. Prem Adib*<sup>[55]</sup>.

A voidable transaction is susceptible of ratification by the late minor after attaining majority. In this connection as per the sections, 196, 197 and 198 Indian Contract Act *in fra* was found the in case of case of *Bank of Montreal v. Dominion Gresham Guarantee and Casualty Co*<sup>[56]</sup>.

### 4.2 Liability of Minor under Specific Relief Act, 1963

In the case of *Mir Sarwarjan v. Fakhruddin Mahommed*<sup>[57]</sup>, the Sale of Good Act. 1893 have brought the English Law much nearer to the law in India for most practical purposes than it might seem at first sight.

Section 39(3) Specific Relief Act 1877 says If the court thinks he may pass an order of restitution in any case, now a question arises whether he person did not know about the age of minor. If minor is also not know his age. In this stage plaintiff does not get compensation. If respondent misrepresent his age on this point there are different view of court.

In the case of *Khan Gul v. Lakha Singh*<sup>[58]</sup>, the court ordered a minor to refund Rs.17500/- which he had taken in advance for the sale of land. When he refused to complete the contract, the court was of the opinion that still the Specific Relief Act should apply whether the minor was the plaintiff or the defendant. The doctrine of restitution should apply whether the minor had taken the goods or money.

In the case of *Ajudhiya Parsad v. Chandan Lal*<sup>[59]</sup>, Allahabad



High Court refused to following, extended view of restitution and held that a minor who had taken money by mortgaging his home was not bound to restore the money. Now section 33(2)(b) added according to this section, when a plaintiff wants to dissolve the agreement and says that at the time of agreement he is minor than he can get back all his profits.

In the case of *Jagar Nath Singh v. Lalta Prasad* <sup>[60]</sup>, Allahabad observed “Where persons who are in fact underage induce others to purchase property from them, they are liable in equity to make restitution to the purchasers for the benefit they have obtained before they can recover possession of the property sold.”

In the case of *Hari Charan Kuar and Ors. v. Kaula Rai and Ors* <sup>[61]</sup>, Patna High Court opinion that it is not in the interest of the minor members of the family of defendants Nos. 1-5 that specific performance should be decreed at all. The District Judge has found, and his finding appears to be correct, that the sale to defendants Nos. 14 and 15 is more beneficial to the minor members of the vendors' family than the sale to the plaintiffs would be. Therefore, dismiss this appeal with costs.

The Law Commission of India preferred the view <sup>[62]</sup>, where the controversy has now been kept aside by the new Specific Relief Act, 1963. The principle of restitution is contained in section 33 of the new Act.

#### 4.3 Liability of Minor under Law of Evidence Act, 1872

According to rules contained in section 115 of Indian Evidence Act 1872, if you make a statement today, which misleads another person, you are not allowed to deny the statement tomorrow when the question of your liability arises. A question whether a minor who has made a false representation about his age is stopped from pleading his minority was raised, but it was not decided in this case of *Mohiri Bibi* <sup>[63]</sup>. Privy Council held that where the party knows about the age of minor this principle could not apply. The question arises that whether minor can be stopped by false representation as to his age is now settled by this case.

In the case of *Nawab Sadiq Ali Khan v. Bibi Jai Kishori* <sup>[64]</sup>, it was held by Privy Council that if a minor makes a contract by fraudulently expressing his age more than actual then he cannot be stopped as per the rules of estoppels that he was minor at the time of contract.

#### 4.4 Liability of Minor under the Provincial Insolvency Act, 1920

A minor cannot be declared as an insolvent because all agreements with a minor are absolutely void *ab initio*. Moreover, the minor is not personally liable for any debt incurred during the period of his/her minority.

#### 4.5 Liability of Minor under the Indian Limitation Act, 1963

In the case of *M.C. Nagalakshmi v. M.A. Farook* <sup>[65]</sup>, the Court held that if the minor does not avoid the transaction made by his guardian within three years after becoming major, or he accepts it, the agreement can be enforced. While holding such view the Court relied on provisions of Art. 60 of The Indian Limitation Act, 1963, which provides for observance of three years time by a minor after attaining majority to avoid the contract made by his guardian to sell his immovable property in violation of sections 8 (1) and 8 (2) of the Hindu Minority

and Guardianship Act, 1956.

#### 5. Liability of Minor's for Necessaries in India

A minor is liable to pay for necessities supplied to him or her as per section 68 of the Indian Contract Act, 1872, a minor is also liable for necessities.

In the case of *Chapple v. Cooper* <sup>[66]</sup>, the court held that necessities are not only food, shelter, clothes but also education or religious and any such things which are necessary for life, comes under the definition of necessities.

The following two conditions are necessary for liable; i). The supply must not be more than sufficient; ii) the supply must be according to the standard of minor.

In the case of *Petress v. Fleming* <sup>[67]</sup>, the supply of a watch to a minor whose study was considered as the necessity because to have a watch for graduate person is his necessity.

##### 5.1 What are Necessaries <sup>[68]</sup>

Necessaries include items and services that are necessary or indispensable to the minor's health and safety, such as food, lodging, shelter and clothing <sup>[69]</sup>. In some instances, automobiles are considered necessities. The minor's and his or her parents' economic status can be considered in determining whether an item is considered a necessary. Some courts will enforce the contract as originally written while others may require the minor to pay the fair market value for the goods or services provided. The following two conditions are necessary or indispensable for liable of minor: the first, the supply must not be more than sufficient and the second is, the supply must be according to the standard of minor.

In India the claim for necessities supplied to minor is dealt in the chapter-V of Indian Contract Act with the caption/title “Certain Relations Resembling those created by Contract.” This chapter provide for obligations in the nature of quasi-contract <sup>[70]</sup>. With the chapter a minor is incapable of giving sent has been expressly recognised by the Supreme Court of India in the case of *Padma Vithoba Chakkayya v. Mohamed Multani* <sup>[71]</sup>.

The liability in England is that it is contractual in nature. A minor is not absolutely incapable of capacity. A contract for necessities is just one of those categories of contracts which a minor is permitted to make which was observed in the case of *Nash v. Inman* <sup>[72]</sup>.

In the case of *Meenakshisundaram v. Rang Ayyangar* <sup>[73]</sup>, it was observed by the Court that money advanced for necessary purpose can be treated as money advanced for necessities within the meaning of section 68 of the Indian Contract Act, 1872.

##### 5.2 Minor liability in Partnership Indian Partnership Act, 1932

A minor, being incapable to make an agreement or contract, cannot be a partner in the firm. However, he may be admitted only to the benefits of the firm with the consent of all other partners <sup>[74]</sup>. A person can become a partner only by an act of consent: k) on the part of himself; ii) on the part of all the other partners. A minor is incapable of giving consent so he or she cannot become a partner but with the consent of all others he or she can only be admitted to the benefits of the partnership. Since the minor who has been admitted to the benefits of the partnership does not mean he is a partner, he

cannot determine or dissolve the partnership by himself by issuing a written notice<sup>[75]</sup>.

### 5.3 Minor liability under Negotiable Instruments Act, 1881

Section 13(1) of the Negotiable Instruments Act, 1881 spells the term 'negotiable instrument' means and includes a promissory note, a bill of exchange and a cheque. The minor is competent to draw, negotiate or endorse the negotiable instruments. It is to be noted that the minor will not incur any personal liability under such instruments. But, the negotiable instruments executed in favour of the minor can be enforced by him.

### 5.4 Minor Liability in a Contract of Agency

A minor can be appointed as an agent. But a minor will not be personally liable for his/her acts as an agent<sup>[76]</sup>. It may, however, be noted that the principal will be liable to the third persons for the acts of the minor agent which he/she does in the ordinary course of dealings.

### 5.5 Minor under Insolvency Act

A minor in India cannot be declared insolvent or bankrupt nor can his properties be attached.

### 5.6 Minor under various Labour Laws

Under the Factories Act, 1940; the Miner Act, 1952 and Plantation Acts, 1951, a minor of 14 years to 18 years can be employed at Factory, Mines and plantation as a Worker.

### 5.7 Minor as a Trade Union Member

A minor over the age of 15 years and below the age 18 years can be member of registered Trade Union and can enjoy all rights and privileges unable to such member

### 5.8 Minor's Liability in a Breach of Agreement and a Tort

One cannot make a minor liable for breach of a contract by challenging the form of action to one *ex delicto*. In *Johnson v. Pye*<sup>[77]</sup>, a minor made a wrong statement that he was of the age of majority and obtained a loan of 300 pounds. It was held that the minor cannot be forced to repay the loan by bringing an action for deceit against him.

In the case of *Jennings v. Rundall*<sup>[78]</sup>, a minor, who hired a mare for riding, injured her by over-riding. It was held that he could not be made liable for the tort of negligence because that would mean making him liable for the breach of contract of bailment. Similarly, if a minor purchases goods on credit, he cannot be sued to recover the value of the goods by permitting an action for the tort of conversion. It means if there is a contract with a minor and it cannot be turned into tort for minor liability.

An action under the law of tort implies an indirect enforcement of the contract the action for the same is not permitted, yet if the nature of the act is such that the tort committed by the minor is totally independent of the breach of obligation under the contract, the action for the same can lie. This may be observed in the case of *Burnard v. Haggis*<sup>[79]</sup>, there a minor hired a mare. It was expressly agreed that the mare will be used only for riding and not "for jumping and larking." The mare was made to jump over a fence; she was impaled on it and died. It was held that the minor was liable for negligently killing the mare as his act was totally

independent of the contract made by him.

In the case of *Ballett v. Mingay*<sup>[80]</sup>, there a minor hired a microphone and an amplifier. Instead of returning the same to the owner the minor gave it on to his friend. It was held that the minor's act of giving it on was altogether outside the purview of bailment and, therefore, the minor could be made liable for *detinue*.

The above decided cases clearly shows that a minor is not liable under contract but liable under tort where the negligence element reflected in the act even though it is a contract with a minor which automatically turned to be tort because of negligent or negligence element.

## 6. Beneficial Contract to Minor in India

A new concept of beneficial has come into existence now. It has been held in various cases. A minor is bound for the beneficial contract. The beneficial contracts are those contracts which are for the benefit of minor. The first case was *Sri Kakulam Subrahmanyam v. Kurra Subba Rao*<sup>[81]</sup>. In this case transfer of inherited property of a minor affected by his guardian to pay off an inherited debt was binding on him for his benefit.

In the case of *Sharafat Ali v. Noor Mohd*<sup>[82]</sup>, a promissory note executed in favour of a minor. Subsequently, the drawer refused to honour the note on the ground that it being drawn in favour of a minor was void. Held, that the contract was for the benefit of the minor and he can enforce it<sup>[83]</sup>.

In the case of *Vaikuntam v. Authimoolam*<sup>[84]</sup>, it was held "where a minor sues to set aside a transaction he may be directed to return the benefit received by him under the contract."

### 6.1 Contract of Service

The contracts involving service by minors may be of considerable value in cases like the one before me where the minor is allotted the role of a Cinema Star or is employed as an artist for the production of a film of considerable value and it is valid contract with a minor. So minor can bring action against the other party who made a contract with a minor as those contracts are benefit to the minor<sup>[85]</sup>. Contract of service is nothing but contract of apprentice which will be beneficial to a minor only.

### 6.2 Contract of Apprenticeship

A minor receives training or instruction that will profit him later in life for his livelihood or survival. According to The Indian Apprentices Act, 1850 provides for such contracts (a species of contracts) deemed to be for the benefit of minors and are binding on them. These contracts are in the nature of contracts of service. It is essential that the contract of apprenticeship it is essential that it is made by a guardian on behalf of the minor for it to be valid as per the Act.

The preamble of the said Act provides: "For better enabling children, and especially orphans and poor children brought up by public charity, to learn trades, crafts and employments, by which, when they come to full age, they may gain a livelihood."

In the case of *Robert v. Gray*<sup>[86]</sup>, the defendant was a minor who agreed to join a well-known professional billiards player in a world tour together and compete against each other. The plaintiff used his resources like money and time to make

arrangements for the matches but the defendant repudiated the contract. It was held that the contract was one of necessities for it was for the minor's "good teaching or instruction whereby he may profit afterwards". The plaintiff succeeded in recovering damages for the breach of contract. The Court of Appeal regarded it as a quasi-educational contract and accordingly, within the scope of a contract for necessities.

In the case of *Raj Rani v. Prem Adib* [87], according to the judgment of Desai J, who observed "For better enabling children, and specially orphans and poor children brought up by public charity, to learn trades, crafts and employments, by which, when they come to full age, they may gain a livelihood."

In the case of *De Francesco v. Barnum* [88], apprentice dancers had to sign a very restrictive contract under which the girls were bound for seven years, were required not to marry, and had no guarantee that they would be provided with work during the contract was held invalid.

The most important part of the contract was the instruction that would be received by the defendant from playing constantly with the plaintiff under the condition of a worldwide tour; a thing which distinguished billiards play apparently contemplates as part of his career was observed in the case of *Clements v. London & North Western Rail Co* [89].

### 6.3 Contract of Insurance

In the case of *Great American Insurance Co. Ltd. v. Mandanlal Sonulal* [90], the defence of an insurance company that the person on whose behalf the goods were insured was a minor was rejected especially since they had knowledge of the plaintiff's minority. The minor was allowed to recover the insurance money [91].

A guardian enters into a contract of insurance, the minor can sue on such contract was observed in the case of *Vijaya Kumar Motilal v. New Zealand Insurance Co* [92].

### 6.4 Minor as a Director

According to the Companies Act of 2013 says that any person, irrespective of age, can be appointed as a director and hold shares in the company. A minor can only be a shareholder through his or her guardian. Furthermore, a minor cannot actively buy shares in a company. They must either be gifted to him/her or transferred. The guardian safeguards the interests of the minor and must manage the shares. In the same way, a minor may also become a director, if a guardian is appointed as director for the same duration [93].

### 6.5 A Minor as a Shareholder

Minors have the right to vote in the general body meeting and the voting rights will depend upon the proportion of shares the minor holds within the company. It is essential to note that the minor does not hold any liability to the company and will not need to pay up in case the company is dissolved. They, however, will receive their dues if the company goes into liquidation. Thus, a minor can enjoy all the benefits of the company, without being liable for any issues the company might encounter [94].

In the case of *Padinhare Veetil Madhavi v. Pachikaran Veetil Bala Krishnana* [95], held "Transfer of a share belonging to a minor by his mother, who is a natural guardian is voidable at the option of the minor within three years of attaining the age

of majority."

### 6.6 Contract to Purchase the Immoveable Property

In the case of *Thakur Das v. Mt Putli* [96], a minor is also capable of purchasing immovable property and it was held that "he may sue to recover the possession of the property purchased upon tender of the purchase money." In the case of *Munni Koer v. Madan Gopal* [97], was held that a minor can sue for the possession of property sold or conveyed to him.

In the case of *Ulfat Rai v. Gauri Shanker* [98], transfer already executed in the favour of the minor may also be held valid. The court observed that "there was nothing in the Transfer of Property Act which makes a minor incapable of being a transferee of immovable property. He cannot transfer immovable property, it is true, but that is a different thing from recovering as transferee."

In the case of *Jaykant Harkishandas Shah v. Durgashanker Valji Pandya* [99], Mr. Chinoy that a *de facto* guardian cannot impose liability by executing a lease deed on behalf of the minor and if such lease deed is executed the same would be null and void and that the *de facto* guardian has no right to start a new business on behalf of the minor and the minor is not bound if any liability is incurred for any such business. Thus a lease to a minor has been held void.

In the case of *Ali Mohammad v. Ramniwas* [100], a mother and her minor son executed a mortgage deed. Later, the son, as plaintiff, wanted to redeem the mortgage. It was held that a *de facto* guardian has no power to transfer any right or interest in the property of the minor and that such a transfer is not merely voidable but void. Same was the decision read in the case of *Parshotamdas Narsimhai v. Bai Dhabu* [101].

### 6.7 Contract of Marriage

A contract of marriage of a minor is mainly for the benefit of him or her. It is view of the court in various decision which were observed in the following cases [102], therefore become well-established, almost without any controversy, "the while the contract of marriage could be enforced against the other contracting party at the instance of the minor it cannot be enforced against the minor [103]."

The decision of the House of Lords in *Les Affreteurs Reunis Societe Anonyme v. Leopold Walford (London) Limited* [104], in the case of a contract of marriage entered into by him on behalf and for the benefit of the minor is valid contract.

The Hindu Marriage Act (HMA), 1955 prescribes a minimum 18 years of age for females for marriage. If an agreement is in contravention HMA, the agreement will be invalid. Thus, it is inconsequential that the girl was a minor at the time of the engagement as long as she would have completed 18 years of age on the day of her wedding [105]. In such cases, the non performance of the other party can make them liable for compensation to the girl for the "mental pain and suffering, lowering her status of esteem in society as well as the expenditure on the engagement ceremony [106]."

In case of *Smt. Sudha v. Mansha Ram* [107], Divorcee was brought about the younger brother of Smt. Sudha who was a minor and her minor husband for the minor. It was held that the divorce, having been brought out minors without the consent of parents or guardians is void.

Christian marriages are governed by Indian Christian Marriage Act. A Christian marriage solemnized under the

Roman Catholic Church rules and rites. It is a sacrament although no doubt it also partakes of the nature of a contract. For all these reasons, the Indian Contract Act can have no application to the marriage. Wherever there is an element of a contract in a marriage, the marriage is not necessarily void merely because of party is a minor, as long as the minor is competent to contract a marriage<sup>[108]</sup>.

In the case of *Rahima Bibi v. A.K. Sherfuddin*<sup>[109]</sup>, it was observed by the Court that expenses for a marriage of a Muslim minor girl are recoverable as necessities, if the payment was not gratuitous.

In the case of *Kumari Shahnoor Md. Tahssen v. State of UP*<sup>[110]</sup>, under the Shariat law, a minor girl can be given in marriage only by her father or her guardian consent. In a particular case, it was medically ascertained that the girl had not yet reached the age of majority. Furthermore, the kazi/qazi who performed the marriage ceremony was aware of the fact of the girl's minority and the consequent lack of capacity. It was held that the marriage was not valid and the father was entitled to her custody. The girl could not be forced to live with her husband in contravention of the mandate of the Quran Sharif<sup>[111]</sup>.

## 7. Conclusion

It is general assumption that mental faculties of a minors are in nascent state. Minor is not mature enough to understand what is good and what its implications on his/her interest are. In the light of it, law protects a minor, so that any person by making an agreement with him/her cannot take advantage of his/her minority.

Minority in India is a fact but not privilege as in England. Law always protects a minor. A person who has not completed his or her 18 years of age is known as a minor. There is no specific age limits to define a minor age. Different legislations in India explain minor with different age group because of cultural, economic, political structure of India.

There are no estoppels against a minor and no subsequent ratification of a minor's agreement. A minor cannot be bound by contract but he can be a lawful beneficiary. Rule of English Law laid down in *Leslie v. Sheill*<sup>[112]</sup> is not applicable in India. Under English law, contract of service and apprenticeship are put on the same footing as contracts for necessities. The doctrine of ratification provisions that a minor, who had earlier reached an agreement, cannot go for another fresh agreement whenever he attains the age of majority and the law forbids to enforce the earlier agreement reached during age of infancy. All contracts made by minor are void and scope of application of the equitable doctrine of restitution is comprehensive. Doctrine of equity is incorporated in quasi-contracts to do justice that nobody (including Minor) should be enriched himself or herself at the cost of others.

There is no definition of what constitutes necessities in the Indian Contract Act. There is no specific section clearly mentioned or defined the necessities too. Judicial pronouncements provide more comprehensive explanation of minor and comprehensive meaning of necessities. What are necessities may depend upon the status of a minor, and also his requirement at the time of actual delivery of the goods. A minor's estate/property is liable to a person who supplies necessities to the minor.

It is observed in above cases that contracts of employment are

valid as long as they are beneficial to and for the minor. No specific performance of a minor's agreement. No insolvency for a minor. Where tort arises out of a contract, minor is not liable, as it would indirectly tantamount to enforcing an invalid contract.

There is no definition of what constitutes necessities in the Indian Contract Act. Judicial pronouncements provide more comprehensive meaning of necessities. The *onus* is on the supplier to prove that the goods are reasonably necessary for the minor and that he has not already been in possession of enough supplies of the goods in question. Services are also included in the necessities provided to a minor.

A minor can be admitted to the benefits of partnership. A Minor can act as an agent. A minor cannot be member of a registered company. A contract for the marriage of a minor is for his or her benefit. However, only the minor can get such a contract enforced. In general contract cannot be enforced against the minor unless it comes under special circumstances. There should be always mutuality or consensus of mind in the contract with a minor. Doctrine of Mutuality has been expressly superseded by the Indian Specific Relief Act, 1963. Contracts entered into on behalf of a minor, by his guardian or by a manager of his estate. In such a case the same can specifically enforced by or against the minor if the contract is one which it is within the competence of the guardian, to enter into on his behalf so as to bind him by it, and further if it is for the benefit of the minor. If either of these conditions is wanting, the contract cannot be specifically enforced at all<sup>[113]</sup>.

The plaintiff is interested in payment of such money to a third person which the defendant is legally bound to pay and the plaintiff actually pays it, a quasi contract comes into existence by virtue of section 69 of Indian Contract Act where the defendant is liable quasi contractually to reimburse the plaintiff. Contract of marriage is supposed to be beneficial to minors, and, therefore, a minor is entitled to enforce them. However, the present globalised world makes a child matured even before the actual age of majority.

The entire judicial mechanism helps minor, judges are their councilors<sup>[114]</sup>, and law is their guardian. But at the same time, it is ensured that while protecting interest of minor, unnecessary hardships should not be created for the persons who deal with a minor.

Law Commission of India in their different reports suggested some amendments, thus new sections are designed and proposed in doctrine of estoppels, Specific Relief Act and Indian Contract Act.

## 8. Recommendation

A person who is competent to contract can enter in to contract. Minor can also make contract on different footings which are beneficial and interest to his or her estate. There is no clear age to say minor is person of such age. Different legislations in India explain age of a minor different age limits. Hence there should be uniformity in the age to say so and so person is a minor. The age of majority in Indian Majority Act is being amended to make age of majority as 18 years for every person, irrespective of the fact that in respect of them any guardian has been appointed. The bill has been passed by both the House of Parliament but still it did not receive accent of the President. Age of majority should be made uniform in



India in entire domestic legislations.

Minority is a shield and it should not be used as a sword in case of contract with a minor. There still are many lacunas in section 65 of ICA and Section of 115 Law Evidence Act in the law which the minors may take undue advantage of minority and the majors are the ones who have to bear the brunt, without any fault of them. The judgment in *Leslie* case<sup>[115]</sup> and *Mohiri Bibi* case should not be applicable where minor knows or misrepresents falsely the minority intention directly or indirectly. Those judgments would be treated only as *obiter dicta*.

It is suggested that majority should not be strictly based on age but it should be based on capability of minor who could know what he or she is doing at the time of making an agreement.

The equity principles which are incorporated in quasi contract that no one would be enriched him/her including minor at the cost of others. Minor wants equity must do equity.

The law commission recommendations should be implemented forthwith. Amendments or new provisions should be incorporated to the existing laws so that minor could not use minority as sword but he or she could use it as a shield only.

## References

- Section 11, Indian Contract Act, 1872 and see also Gupta, Devinder & Kumar, P.N., *Sanjiva Row's, Commentary on Law Relating to the Contract Act, 1872 and Tenders*. 11<sup>th</sup> Ed. Delhi, Delhi Law House, 2011.p.421.
- Avtar Singh, *Contract and Specific Relief*. 10<sup>th</sup> Ed. Allahabad, Eastern Book Company, 2010.
- Amendment suggested by Law Commission.
- Arora, Himanshu. 'Legal Position of Minor and Minor's Agreement.' *International Journal of Management and Commerce Innovations*. Vol. 2, Issue 2, October 2014 - March 2015.pp: 481-486.
- (1903) 30 IA 114 (PC); 30 Cal.539.
- Ibid*.
- (1903) 30 LA 114 (PC).
- (2003) All. LJ.330.
- (1903) 30 LA 114 (PC).
- Krishnamachari and Surender, *Prof.G.C.V.. Subba Rao's Law of Contract-I & II*. 11<sup>th</sup> Ed. Hyderabad, Narender Gogia and Company, 2011.
- (1949) 51 Bom. LR 256.
- (1917) 40 Mad.308.
- AIR 1924 Rang. 136.
- It is difficult to differentiate between both the English law and Indian Law in respect of contract by minor's but generally the difference in both the law is –a). Contract by minor under Indian law is void *ab-initio*;b) It is voidable under English Law, such contract can be declared void on the will of minor. If the contract is for the benefit or fulfillment of necessity of minor then it shall be binding.
- Tukaram v. Madhaorao*, AIR 1948 Nag. 293, at p. 295.
- AIR 1938 Lah. 139.
- See *Surta Singh v. Pritam Singh*, AIR.1983 P. & H. 114. See also *Jagdamba Prasad Lalla v. Anadi Nath Roy*, AIR 1938 Pat. 337; *Hari Satya Banerjee v. Mahadev Banerjee*, AIR 1983 Cal.76.
- (1906) 16 MLJ 422.
- AIR 2007 Kant. 105; 2007 (4) Kar. LJ 293.
- (1877) 3 Cal. 280.
- (1944) 46 Bom. LR 228.
- See Section 196 and 197 of Indian Contract Act.
- AIR 1938 All. 369.
- See also: *Surendra Nath v. Kedar Nath*, AIR 1936 Cal 8; *Subbarayya Chetty v. Nagappa Chetty*, AIR 1927 Mad. 805; *Mohammed Tajuddin v. Gulam Mohammed*, AIR 1960 AP 340; *Sukchand v. Girdhari Das*, AIR 1926 Cal. 1215.
- This side heading also covered under liability under Minor liability under Law of Evidence in detail.
- (1928) 30 Bom. LR 1346.
- ILR (1915) 38 Mad. 1071.
- AIR 1959 AP 100 at p. 101
- AIR 1928 Lahore 609.
- AIR 1931 Bom. 561.
- AIR 2004, P&H 6.
- (1994) 4 SCC 730.
- [1914] 3 KB 607.
- [1913] 2 KB 235, at p.247.
- AIR 1935 All 370.
- Ranga Rao v. Sait Chowgmal Vardi Chand*, AIR 1934 Mad.560.
- AIR 1937 All 610.
- AIR 1961 Pat. 21. See also: *Shiamlal v. Ram Piarri*, (1910) 32 All 25; *Radhey Shiam v. Biharilal*, (1918) 48 IC 478; *Hari Mohan v. Dulu Miya*, (1934) 61 Cal. 1075. In all these cases the minor had committed no fraud and, therefore, he was allowed to recover the property sold without restoring the consideration obtained by him.
- 16 CWN 74 at p.81.
- Gupta, Devinder and Kumar, P.N, *Sanjivarow's Law Relating to Contract Act, 1872 and Tenders*. 11<sup>th</sup> Ed. Delhi, Delhi Law House, 2011.p.443.
- Sonabhasi Kuer v. Ramdeo Singh*, AIR 1951 Pat. 521.
- Venkatachalam Pillai v. Sethurama Rao*, AIR 56 Mad. 322; *Ramakrishna v. Kasivasi Chaidambara*, AIR 1928, Mad. 407; *Kishanlal v. Lakshmi Chandi*, AIR 1937 All. 456; *Narayana v. Venkatta Subbarao*, 38 MLJ 77; *Sureshchand Pradhan v. Ganesh Chandra De*, ILR (1949) Cut. 744; *Sonabhasi Kuer v. Ramdeo Singh*, AIR 1951 Pat. 521; *Amir Ahmed v. Meer Nizam*, AIR 1952 Hyd. 120; *Gopalakrishan Govind v. Tukaram Narayan*, AIR 1956 Bom. 566.
- AIR 1956 Bom. 566.
- AIR 1915 Cal. 278.
- 68 Bom. LR 891; 1966 Mah. LJ 446.
- Devinder and Kumar, P.N., *Sanjiva Row's Commentary on Law Relating to the Contract Act, 1872 and Tenders*. 11<sup>th</sup> Ed. Delhi, Delhi Law House, 2011.p.445.
- Bangia, R.K., *Indian Contract Act*. 14<sup>th</sup> Ed. Allahabad, Allahabad Law Agency, 2009.p.90.
- Ibid*.
- Jamna Bai v. Vasanta Rao*, 43 I A 99; AIR 1916 PC 2.
- (1903) 30 IA 114 (PC); 30 Cal.539.
- (1844) 153 ER 105. See also the classical Privy Council judgment in the case of *Mohori Bibee v. Dharmodas Ghose*, (1903) 30 Cal. 539.
- However the *onus* is on the party supplying the

- goods/service to prove they are necessities.
53. AIR 1940 Pat. 324.
  54. *State of West Bengal v. B.K. Mondal and Sons*, AIR 1962 SC 779. at 780.
  55. (1949) 51 Bom. LR 256.
  56. AIR 1930, PC 378; 60 MLJ 149.
  57. ILR 39 Cal. 232. See also *P. Thangavelu v. V.R. Dhalaksmi Ammal*, (1982) 2 MLJ 314 at p.322.
  58. (1928) AIR Lahore High Court 609.
  59. AIR 1937 All.610. Please the decision of AP High Court in *Gokeda Latcharao v. Vishwanadham Bhimayya*, AIR 1956 AP 182.
  60. (1908) 21 All. 21.
  61. 40 Ind Cas, 142.
  62. In 9th Report. 44-46. Again Law Commission 147 Report also suggested certain changes to Specific Relief Act, 1963.
  63. (1903) 30 IA 114 (PC); 30 Cal.539.
  64. (1928) 30 Bom. LR 1346.
  65. AIR 2007 Kant. 105.
  66. (1844) 153 ER 105.
  67. Tapped from the website: [kuklawnotes.blogspot.com/p/contract-law-question-no.html](http://kuklawnotes.blogspot.com/p/contract-law-question-no.html) (Accessed on 1<sup>st</sup> February 2017).
  68. The term „necessaries“ was defined in section 2 of the old English Sale of Goods Act, 1893 as follows: It means goods, services and loan included under Necessaries. “Goods suitable to condition in life of such infant or other person and to his actual requirement with the time of sale and delivery.”
  69. In National language of India those are referred in phraseology as Roti, Kupda aur Makaan.
  70. The term quasi-contract does not appear in the Indian Contract Act, 1872.
  71. AIR 1963 SC 73; (1963) 3 SCR 229.
  72. [1908] 2 KB 1.
  73. 139 I.C. 383; (1932) Mad. 696.
  74. Sec 30(1) of the Indian Partnership Act, 1932.
  75. *Commissioner of Income-Tax, Andhra Pradesh, Hyderabad v. Messers. Kesarimal Hirachand*, (1970) 2 Andh WL 343.
  76. Section 184 of Indian Contract Act.
  77. (1676) 1 Sid 258.
  78. (1799) 101 ER 1419.
  79. (1863) 14 CB 45.
  80. [1943] KB 281; [1943] 1 All ER 143.
  81. (1948) 50 Bom. LR 646.
  82. AIR 1924 Rang 136.
  83. The thing or which is benefit to a minor is indirectly necessary for a minor.
  84. ILR 1915 (38) Mad. 1071.
  85. *Raj Rani v. Prem Adib*, (1949) 51 Bom. LR 256.
  86. [1913] 1 KB 520.
  87. AIR 1949 Bom. 215.
  88. (1889) 45 Ch. D 430.
  89. (1994) 63 LJQB 837 CA and *Doyle v. White City Stadium Ltd. & British Boxing Board of Control*, [1934] All ER Rep. 252; [1935] 1 KB 10.
  90. (1935) 59 Bom. 656.
  91. see *Sathururaja v. Basappa*, (1913) 24 Mad. LJ 363; *Daniel v. Mariamma*, AIR (1951) Mad. 466.
  92. AIR 1954 Bom. 347; 56 Bom. LR 341.
  93. <https://vakilsearch.com/advice/can-a-minor-be-a-shareholder-of-a-company/> ( Accessed on 3<sup>rd</sup> February 2017)
  94. *Ibid.*
  95. AIR 2010 Ker.111.
  96. AIR 1924 Lah. 611.
  97. 31 Ind. Cas. 792.
  98. (1911) 33 All 657.
  99. AIR 1970 Guj. 106; (1970) GLR 178.
  100. AIR 1967 Raj 258.
  101. AIR 1973 Guj. 88.
  102. *Umed Kika v. Naginda*, (1870) 7 Bom HC 122; *Thakersay v. Gomati*, (1887) 11 Bom 412; *Parshotamdas v. Mangaldas*, (1896) 21 Bom. 23; *Abdul Razak v. Mohd. Hussain*, (1916) 42 Bom. 499; *Rose Fernandes v. Joseph Gonslaves*, (1924) 48 Bom. 673 *Janak Prasad v. Gopi Krishna*, AIR 1947 Pat. 132. Those decisions are, however, subject to the provisions of applicable laws as to age of marriage.
  103. Avtar Singh, *Law of Contract*. 7<sup>th</sup> Ed. Allahabad, Eastern Book Company, 1999.p.139.
  104. [1919] AC 801.
  105. Allowed in other cases like *Rose Fernandez v. Joseph Gonsalves*, (1924) 48 Bom 673; *Janak Prasad v. Gopi Krishna*, AIR 1947 Pat 132. These decisions are subject to the provisions of the applicable laws as to the age of marriage.
  106. <https://kanwarn.wordpress.com/2013/04/11/capacity-to-contract-iv-of-v-beneficial-contracts-allowed-for-minor/> (Accessed on 2nd February 2017).
  107. AIR 1971 HP 27.
  108. *Lakshmi Dhar v. Sachit Kumar Dhar*, (1969) 73 CWN 1001.
  109. AIR 1947 Mad. 155.
  110. AIR (2007) All. 437 (NOC).
  111. The holy book of Islam/Muslims ie. Koran or Quran Shariff or The Qur'an.
  112. [1914] 3 KB 607.
  113. *Sri Kakulam Subrahmanyam v. Kurra Subba Rao*, AIR 1948 PC 95.
  114. It is not exaggeration to say a minor may sit on the lap of Judges. It means that much protection to a minor. Just like an armour.
  115. Bangia, R.K., *Indian Contract Act*. 11<sup>th</sup> Ed. Faridabad, Allahabad Law Agency, 2009. p.95.