

Minor's Agreement

In Indian law, agreements entered into by minors are deemed void from the outset, as detailed in the Indian Contract Act of 1872. This provision safeguards minors from potential exploitation and ensures that they are not unfairly bound by contractual obligations.

The Indian Contract Act, 1872

The Act clearly states that a minor is not competent to contract, as per Section 11.

Therefore, any contract signed by a minor is void and cannot be enforced in a court of law, protecting minors from legal obligations they are not prepared to handle.

This provision reflects a societal and legal acknowledgment of the vulnerability of minors.

Since they are presumed not to have the mature judgement necessary to engage in contracts, the law steps in to annul such engagements, ensuring minors are shielded from binding themselves in agreements that may not be in their best interests.

Mohori Bibee vs. Dharmodas Ghose

The landmark case that illuminates this principle is Mohori Bibee vs. Dharmodas Ghose (1903). In this case, a minor mortgaged his property to secure a loan.

The Privy Council held that as the mortgagor was a minor, the mortgage was void and could not be enforced. This decision firmly established that the law would not recognize any contract entered into by a minor.

Exception of Necessaries: Section 68 of the Indian Contract Act

Under Indian Contract Law, Section 68 stands as a pivotal exception to the general rule that minors cannot be bound by contracts.

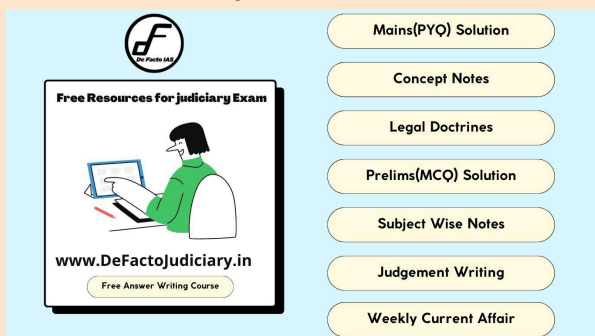
This specific section permits the enforcement of agreements for the provision of "necessaries" to a minor.

The term "necessaries" refers to goods or services that are essential for maintaining the minor's existing standard of living and health, including basic necessities like food, clothing,

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shelter, and medical care. This provision ensures that minors are not deprived of essential needs due to their legal incapacity to enter into contracts. The law thereby allows suppliers of such necessities to seek reimbursement from the minor's estate or property, effectively balancing the protection of minors with the rights of vendors who provide essential goods and services.



Nash vs. Inman (1908)

Although originating in British courts, Nash vs. Inman is frequently cited in Indian legal discussions due to its clarity on the concept of "necessaries." In this case, a tailor supplied clothes to a university student who was a minor.

The court had to decide whether these items were necessities. The ruling stated that the supplied goods must not only be essential for survival but should also be appropriate to the minor's lifestyle and actual needs at the time of sale.

This judgement emphasises that what qualifies as necessities must be evaluated in the context of the minor's social and economic conditions, not merely based on generic needs.

This precedent is significant in Indian law as it guides courts in determining the scope of Section 68, adapting the definition of necessities to the diverse socio-economic backgrounds of minors in India.

The Complexity of Restitution

The principle of restitution introduces significant challenges when dealing with contracts involving minors. This principle is rooted in the idea that a minor should not be unjustly enriched at the expense of another.

Therefore, if a minor has entered into a contract under false pretences (e.g., by misrepresenting their age) or has received benefits from a void contract, they are generally expected to return the benefits to avoid unjust enrichment.

However, this becomes complex in practice. The law must balance between protecting the minor from exploitative contracts and preventing them from exploiting their legal immunity to contract.

Courts often struggle with deciding whether, how much, and what kind of benefits a minor should return, especially when the minor no longer possesses the goods or has consumed the benefits.

These cases necessitate a careful judicial approach, ensuring fairness to the other party while upholding the protective intent of the law towards minors.