

ABSTRACT

LEGAL POSITION OF MINOR IN CONTRACT

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Children are supreme assets of our nation and constitute around 38 per cent of the country's population. They are innocent and of tender age and need at most care and nourishment during the growing years so that they transform into resourceful members of the society. The protection of these children has been uppermost in the minds of lawmakers while determining the consequences of the agreement made by them with others who are competent to contract. In a contractual obligation, it is presumed that every person performs to the best of his knowledge and understanding but a minor having a tender mind it is not possible to presume the knowledge and understanding. There is difficulty and controversy regarding the legal position of minor in a contract.

The term minor has not been defined in the Indian Contract Act. There is a different age of majority for different legal purposes. There are also different views on the nature of minor's agreement, that the agreement was void-ab-initio or that it was only a voidable contract which is at the option of the contractual parties. Minor is held liable in Torts but according to the Contract Act, a person to be held liable should have the capacity to contract., but a minor not being a competent person, can he be held liable for the breach was questionable. This paper aims at determining the legal position of minor in the contract as to his liability for breach of contract.

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