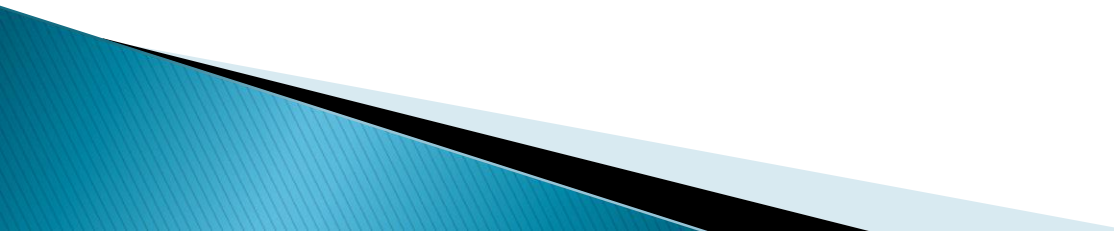


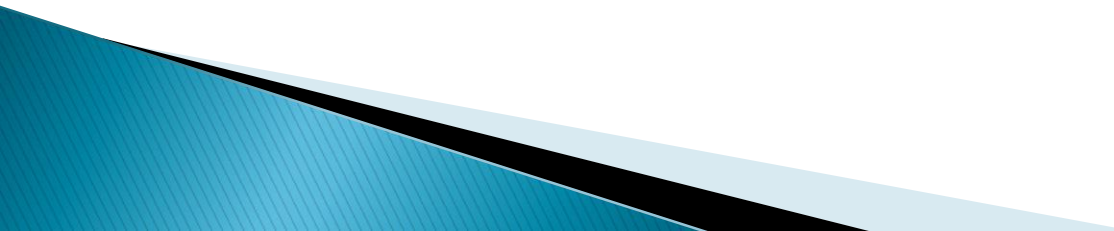
Business Law

Capacity of the parties

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- ▶ Sec 10– Parties to the contract must be competent
 - ▶ Sec 11– Minor is not competent
 - ▶ A minor agreement being Void–ad–initia
- 

Who is Minor?

- ▶ Sec-3 Indian majority act of 1875, “A minor is a person who has not completed his/her 18 years of age”
 - ▶ A person will become major after the completion of 18 years of life
 - ▶ Under English Law minor =infant
 - ▶ Most important class of persons who suffers from incapacity to a contract is that of minors(infants)
- 

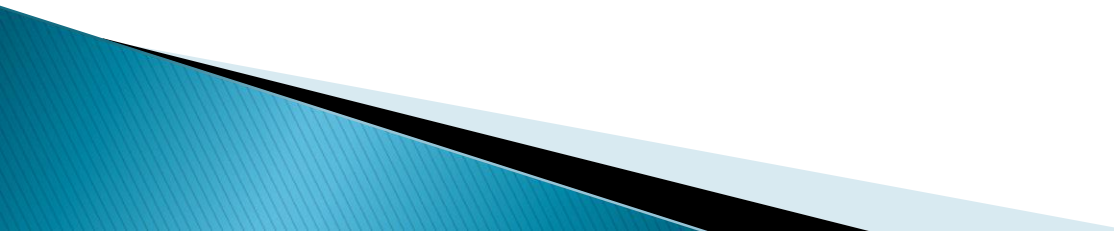
The court of law protect the interest of the infants

- ▶ The law protect, the person[Minor]
- ▶ Preserves their rights and Assets[Property]
- ▶ Excuse their latches & assists them in their pleading
- ▶ Judges are their Counseller
- ▶ Jury's are their servant
- ▶ The law is their Guardian

----- Salmond

- ▶ The law has very wisely protected the Minors against their liability in case of contract– Dr Anand C J of India
- ▶ **Moherbibi Vs Daramdas Ghose**
A minor had executed the mortgauge for sum of Rs .20,000 out os which the lender had paid him only about Rs.8000. In suit by a minor for settling to aside the mortgauge

Minor position in Law of contract

- A. The contract with minor is absolutely void.
 - B. Minor can be Promisee
 - C. No Ratification (Subsequent authority)
 - D. No restitution
 - E. No Estoppels
 - F. Infants can have no previlage to cheat Men–
Lord King
- 

- ▶ Necessary supplied to a minor – Sec 68
Under Quasi contract Nash Vs Inman
 - ▶ Minor cannot be a partner
 - ▶ A minor can be appointed as agent
 - ▶ An agreement by a minor being void ,there is no dispute
 - ▶ Minors Liability in Law TORT(Civil Wrong)
 - ▶ Minor is Boon
- 