



**RAMA
UNIVERSITY**

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FACULTY OF JURIDICAL SCIENCES

COURSE: B.A.LL.B. 1st Semester

SUBJECT: ADVANCE LEGAL WRITING SKILL-I

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LECTURE: 15

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Lecture-15



Age of Majority

The age at which a person, formerly a minor or an infant, is recognized by law to be an adult, capable of managing his or her own affairs and responsible for any legal obligations created by his or her actions.

A person who has reached the age of majority is bound by any contracts, deeds, or legal relationships, such as marriage, which he or she undertakes. In most states the age of majority is eighteen, but it may vary depending upon the nature of the activity in which the person is engaged. In the same state the age of majority for driving may be sixteen while that for drinking alcoholic beverages is twenty-one. Another name for the age of majority is legal age.

Minor

In law, a minor is a person under a certain age—usually the [age of majority](#)— which legally demarcates [childhood](#) from adulthood. The age of majority depends upon jurisdiction and application, but is generally 18. Minor may also be used in contexts unconnected to the overall age of majority. For example, the [drinking age](#) in the [United](#)

[States](#) is usually 21, and people below this age are sometimes called minors in the context of alcohol law even if they are older than 18. The term underage often refers to those under the age of majority, but may also refer to persons under a certain age limit, such as the [drinking age](#), [smoking age](#), [age of consent](#), [marriageable age](#), driving age, [voting age](#), etc. These age limits are often different from the age of majority.

The concept of minor is not sharply defined in most jurisdictions. The ages of criminal responsibility and consent, the age at which school attendance is no longer compulsory, the age at which legally binding contracts can be entered into, and so on, may be different.

In many countries, including [Australia](#), [India](#), [Philippines](#), [Brazil](#), [Croatia](#), and [Colombia](#), a minor is defined as a person under the age of 18. In the United States, where the age of majority is set by the individual states, minor usually refers to someone under the age of 18, but can in some states be used in certain areas (such as casino [gambling](#), handgun ownership and the consuming of [alcohol](#)) to define someone under the age of 21.

According to Section 10 of the Indian Contract Act, 1872 All [agreements](#) are contracts (See... [Difference between Contract and Agreement](#)) if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void.

1) Who are competent to contract

Section 11 of the Indian Contract Act says that every person is competent to contract who is of the age of majority according to the law to which he is subject, and who is sound mind and is not disqualified from contracting by any law to which he is subject.

According to Section 11 of the said Act, minors, persons of unsound mind and persons disqualified by law are not competent to contract.

2) Who is Minor?

A person who has not attained the age of majority is a minor. Section 3 of the Indian Majority Act 1875, says that minor is a person who has not completed the age of 18 years. The Minority extends to 21 years if a guardian of a minor's person or property is appointed. In England, the age of Majority is 18 years.

3) **Nature of Agreement:** An agreement with minor is void ab initio. this is decided in Mohiribibi Vs. Dharmadas Ghosh.(Void ab initio: void ab initio means invalid, at the very beginning.)

4) **Effects of Minor's Agreement :**

(a) **Estoppel:** If a minor makes a false representation about his age and contracts, he shall not be liable for his act .

(b) **Liability:** No liability in tort arising out of contract, but he is liable for the tort.

(c) **Restitution:** A minor need not return or retribute the benefits received under

MCQ

1) Which one of the following is correct?

When a minor has been supplied with necessaries on credit:

- A) Minor is not liable
- B) Minor's estate is liable.
- C) Minor is Personally liable
- D) Minor is liable at his option.

2) which one of the following proposition relating to a Minor's contract is true ?

- A) A Minor's contract being void a minor is not bound to pay for necessaries supplied to him .
- B) As a Minor's contract is voidable he is bound to pay for necessaries supplied to him
- C) Though a Minor's contract is void he is bound to pay for necessaries supplied to him
- D) A Minor is bound to pay necessaries supplied to him because a Minor's contract is void .

3) C let a music hall to X, for a series of music concerts for certain days. The hall was completely destroyed by fire before the scheduled date of concerts

In this case :

- A) C cannot be discharged from performance of the contract.

- B) The contract becomes voidable at the option of X
- C) The contract is discharged by impossibility of performance.
- D) The contract is void ab initio.

4) A, a tradesman leaves goods at B's house by mistake, B treats the goods as his own. Which one of the following remedies is available to A ?

- A) A will forgo his claim over goods.
- B) A is entitled to the same goods from B.
- C) B is entitled to hire charges
- D) B is bound to pay A for them.

5) The principles relating to measures of damages in case of breach of contract which have bearing on section 73 of the Indian Contract Act, 1872 and which came in Hadley vs Baxendale were laid down by :

- A) Lord Atkin
- B) Wills J .
- C) Anderson B.J.
- D) Cockburn C.J