1. (a) “A contract with a minor is void ab-initio” Explain? Can a minor become an agent and a partner?

**Ans:** In law, a minor is a man under a particular age, more often than not the time of dominant part, which lawfully delineates adolescence from adulthood. The period of greater part relies on purview and application, yet it is for the most part 18. Minor may likewise be utilized as a part of settings that are detached to the general time of lion’s share. For instance, the savoring age the United States is normally 21, and more youthful individuals are now and then called minors with regards to liquor law, regardless of the possibility that they are no less than 18. The term underage regularly alludes to those under the period of lion’s share, however it might likewise allude to people under a specific age constrain, for example, the drinking age, smoking age, time of assent, eligible age, driving age, voting age, and so on. Such age limits are frequently not quite the same as the time of greater part.

The idea of minor is not strongly characterized in many wards. The periods of criminal duty and assent, the age at which school participation is not any more mandatory, the age at which legitimately restricting contracts can be gone into, et cetera might be unique in relation to each other.

An agreement entered into with a minor is void ab initio, i.e., void from the very beginning. It is absolutely null and void and destitute of any legal effects. Hence, there is no room for a legal consequence. It can be further stated that any contract entered into with a minor is not a contract at all, it is rather an agreement which is not enforceable by law and hence it can be categorized as void agreement and such agreements do not enjoy any legal effect.

An agreement for the benefit of a minor is enforceable by the minor. If a minor is a beneficiary in an agreement, he can enforce such an agreement at his option but not at the option of the other party. Thus a minor is capable of becoming a promisee or endorsee but not a promisor or endorser.

Section 30 of the Indian Partnership Act, provides that though a minor cannot be a partner in a firm, but, with the consent of all the partners for the time being, he may be admitted to the benefits of partnership by an agreement executed through his guardian with the other partners.

**Partnership with a Minor**

1. A minor can be admitted to the benefits of partnership with the consent of all the existing partners. It should be noted that consent of all the partners is required for a minor to be admitted in a partnership.
2. There must be a partnership in existence before a minor can be admitted to its benefits. Thus, a minor cannot form a new partnership but can be admitted in an existing partnership.
3. There cannot be a partnership consisting of all minors.

The rights and liabilities of a minor who has been admitted to the benefits of partnership are governed by the following rules:

1. The minor is entitled to receive his agreed share of the property and of the profits of the firm.
2. The minor has the right of inspecting and taking copies of the books of account of the firm. He has, however, no such right in respect of books other than accounts, as they may contain secrets which should be restricted to the partners alone.
3. The minor is not personally liable to the debts of 3rd parties for the debts of the firm, but his liability is limited only up to his share in the partnership assets and profits. If partnership falls short in short in extinguishing the debts of the firm the separate person property of the minor cannot be applied for the payment of the debts of the firm.
4. The minor is not entitled to take part in conducting of the business as he has not representative capacity to bind the firm.
5. The minor cannot bring any suit against the partners for an account or payment of his share of the property or profits of the firm.
6. On attaining majority or on knowing that he had been admitted to the benefits of partnership, whichever is later, the minor must decide within 6 months whether he would like to become a partner in the firm and give public notice of his decision. If he remains silent and fails to give such a notice, it will be presumed that he has elected to be a partner in the firm.

(b) Define consideration. Are there any cases where a contract without consideration is valid? Explain with examples.

**Ans:** Consideration is a concept of English common law and is a necessity for simple contracts but not for special contracts (contracts by deed). The concept has been adopted by other common law jurisdictions.

In common law it is a prerequisite that both parties offer consideration before a contract can be thought of as binding. The doctrine of consideration is irrelevant in many jurisdictions, although contemporary commercial litigant relations have held the relationship between a promise and a deed is a reflection of the nature of contractual considerations. If there is no element of consideration found, there is thus no contract formed.

A promise without consideration cannot create a legal obligation. The general rule is that an agreement made without consideration is void. This rule is contained in Section 25 of the Indian Contract Act, which declares that ‘an agreement made without consideration is void’. This means that consideration is a must in all cases. But this Section provides certain exceptions where an agreement is valid even without ‘consideration.’

These cases are:

- Agreement made on account of natural love and affection. An agreement without consideration is enforceable if, it is expressed in writing and
- Registered under the law for the time being in force for the registration of documents, and is made on account of natural love and affection,
- Between parties standing in near relation to each other.

The following conditions must be satisfied for the application of the exception:

- The agreement is in writing