



Major Differences in Minors' Contracts: A Comparative Analysis into the Validity of Contracts with Minors in the Sport and Entertainment Industry

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Abstract

In Australia and the UK, contracts with minors in sports and entertainment are not uncommon. Generally, such contracts are voidable at the option of the minor. However, when contracts fall within the category of beneficial service, as is the case with most professional sports or entertainment contracts, they will be enforceable against the minor. Indian courts do not prescribe to this view holding contracts with minors, *void ab initio* and unenforceable against contractual parties, with few exceptions. The policy rationale is embedded in protecting minors from their own rash decisions and preventing unscrupulous parties from taking advantage of a minor's nascent mental capacity. By analysing divergent approaches on the validity of minors' contracts in three common law jurisdictions—Australia, India and the UK—the authors highlight inadequacies in legal pronouncements by Indian courts. In India, the legal non-existence and unenforceability of service contracts with minors renders it futile for them or their representatives from negotiating favourable contractual terms beyond welfare measures provided by law as these are unlikely to be upheld. This paper argues that India's narrow approach fails to acknowledge practical realities of minors' participation in the increasingly commercialised sports and entertainment industry. In light of more practical approaches in other common law jurisdictions, the authors set out policy recommendations and suggest reforms to the legal position on minors' capacity to contract in India.

Keywords Minors · Contract · UK · Australia · India · Sports · Entertainment

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Introduction

World renowned heptathlon athlete, Jacqueline Joyner-Kersey, believed, “Age is no barrier. It’s a limitation you put on your mind” (Chang 2006: 46)—however, it would appear that age is a barrier for minors in sports and entertainment in some jurisdictions. Minors are no strangers to professional and elite sport. At age sixteen, Sachin Tendulkar became one of India’s youngest international test cricketers (The Editors of Encyclopaedia Britannica 2021). Leading football player, Cristiano Ronaldo was signed by professional football team, Sporting CP, at age twelve (Porterfield 2019: 11). Fifteen-year-old Michael Phelps made history by becoming the youngest American swimmer to qualify for the 2000 Summer Olympics in almost 68 years (See e.g., Phelps & Abrahamson 2008; Phelps & Cazeneuve 2016). The same is true for young movie stars entering the limelight as children. Emma Watson was ten and Daniel Radcliffe was eleven years when they starred in the first Harry Potter movie (See e.g., Lyons & Shakhnazarova 2021; The Wall Street Journal 2011). Drew Barrymore was six years old when she acted in E.T (Nankervis 2017). The youngest member of the Backstreet Boys, Nick Carter, was twelve when he joined the band (Press Trust of India 2015). Evidently, minors are regular participants in sports and entertainment.

Consequently, minors seem to have obligations on movie sets, with professional sporting organisations, and companies they endorse. Common law has sought to find a balance between protecting minors and commercial interests of the other party. Despite participation in sports and entertainment, the jurisprudence on capacity of minors to enter contracts differs across jurisdictions. For instance, Indian contract law does not, generally, recognise contracts with minors as valid, binding or enforceable. Whereas, in Australia and the UK, such contracts may be valid, binding and legally enforceable against the minor in certain instances. The purpose of this paper is first, to examine general contractual principles involving minors in Australia, India and the UK, second, to explain the application of these identified principles in sports and entertainment, and third, to undertake a comparative critical analysis on the practicality of India’s contractual framework, given the widespread participation of minors in the sport and entertainment industry.

The paper concludes by suggesting two potential areas of reform for India. First, a judicial reinterpretation from the apex court declaring contracts with minors voidable at their option and considering beneficial contracts with minors as binding and enforceable. The advantages of such a reinterpretation are manifold; namely: (i) the ability of minors or their representatives to enter enforceable service contracts on mutually beneficial terms; (ii) the alignment of Indian contract law with other common law jurisdictions such as Australia and the UK on voidable contracts; (iii) the elimination of inconsistencies between Indian contract law and employment law; and (iv) providing minors with effective dispute resolution mechanisms with an option of claiming breach of contract before a civil court, rather than the current practice of invoking the writ jurisdiction under constitutional law for fundamental right violations by contending sporting rules as arbitrary or harsh. The second

possible area of reform is by amending the ICA,¹ and adopting a position similar to the USA. Specific statutory provisions can be incorporated in the ICA for sports and entertainment contracts with minors where Indian courts decide whether a minor can or cannot disaffirm a contract depending on facts and circumstances of the case.

Minors and Contractual Capacity in Australia and the UK

The General Rule

Australia and the UK have developed similar jurisprudence on capacity of minors to contract. The age of majority to contract was 21 years² under common law but it was changed to 18 years by statute in both jurisdictions.³ A person attains the age of majority on their 18th birthday. Anyone who has not attained the age of majority is considered a minor. Generally, in both jurisdictions, such contracts are voidable at the option of the minor⁴ and not *void ab initio*, but they are binding on the other party. This means, minors have the freedom to choose whether to repudiate or be bound by the contract. However, a contract for the minor's benefit is binding on the minor. In contrast, the law holds that very young children lack the mental capacity to enter contracts, that is, minors too young to understand the nature and context of contracts are deemed to lack capacity for binding either party. Such contracts will be considered void.⁵

Contracts by minors can be ratified by them upon reaching the age of majority. At that time, the contract is binding on both parties.⁶ In some jurisdictions, ratification must be in writing,⁷ while in others, ratification can be either express or implied, taking into consideration the minor's conduct who has since reached the age of majority (Beale 2015: 862). However, in certain Australian states, the common law position on ratification of minors' contracts has been abolished (Heydon 2019: para

¹ Indian Contract Act 1872 (India) ('ICA').

² See e.g., *Prowse v McIntyre* (1961) 111 CLR 264 (Australia).

³ In the UK, see sect. 1, Family Law Reform Act 1969 (UK). In Australia, all states have set an age of majority at 18 under their respective legislation. See e.g., sect. 8–9, Minors (Property and Contracts) Act 1970 (NSW) ('Minors Property Act'); sect. 17, Law Reform Act 1995 (Qld); sect. 3, Age of Majority Act 1977 (Vic); sect. 5, Age of Majority Act 1972 (WA).

⁴ See *Proform Sports Management Ltd v Proactive Sports Management Ltd* [2007] Bus. L.R. 93 (UK) ('*Proform Sports Management Ltd v Proactive Sports Management Ltd*').

⁵ *R. v Oldham Metropolitan BC Ex p. Garlick* [1993] 1 FLR 645 (UK), p. 662; *Johnson v Clark* [1908] 1 Ch 303 (UK), p. 312. In New South Wales, see sect. 18 and sect. 19 of the Minors Property Act which provide that contracts are enforceable against minors provided they are able to understand the nature of their contractual obligations at the time of contract formation. However, for beneficial contracts there is a presumption that contractual terms are enforceable against that minor.

⁶ *Williams v Moor* (1843) 152 ER 798 (UK): In this case, a minor had incurred a debt and upon reaching the age of majority at twenty-one years, signed a declaration in writing accepting the debt as due and payable. The acceptance of debt by a minor upon reaching the age of majority is called ratification. Ratifying a debt makes it binding and enforceable against such person.

⁷ See e.g., sect. 15, Mercantile Law Act, 1962 (ACT); sect. 4 Minors Contracts (Miscellaneous Provisions) Act 1979 (SA).

1.590).⁸ For instance, in Victoria no proceeding can be brought against a person on the basis of a promise or contract made while such a person was a minor which has subsequently been ratified upon reaching the age of majority.⁹

Generally, contracts with minors are voidable and cannot be enforced against them but there are exceptions binding minors to contractual terms.

Exceptions to the Rule

A contract may be enforceable against a minor in case it is:

1. An agreement to provide necessaries,¹⁰ or
2. A beneficial agreement of service (such as an apprenticeship, education, or employment).¹¹ Such contracts are often considered under the head of “necessaries” in the UK but under a separate category in Australia.

While a contract will only be binding on a minor if it falls within one of the above categories, a contract that does not fall within either of these categories can still be ratified by a minor when he/she attains the age of majority making it binding on both parties.¹²

Contracts for Necessaries

Contracts for goods or services that are “necessary” for a minor may be considered binding and enforceable against the minor. Necessaries include goods or services fundamental to a minor’s reasonable existence,¹³ such as food and drink, clothing, accommodation and medicine (Beale 2015: 862). To enforce a “contract for necessaries” against a minor, it needs to be shown:

- (i) the contract is for goods or services capable of being classified as necessaries. Not all contracts beneficial to minors are categorised as a necessary.¹⁴ This is a question of law.

⁸ Note also that the Minors’ Contracts Act 1987 (UK) repealed the Infants Relief Act 1874 (UK) (‘Infants Act’, now repealed) which did not permit ratification of certain categories of contracts by a minor. As such, some contracts were previously declared void without recourse to ratification.

⁹ See e.g., sect. 50, Supreme Court Act 1986 (Vic), which states that legal proceedings cannot be brought against a person who has agreed to repay a debt undertaken as a minor nor can legal proceedings be commenced against a person who has ratified a promise or contract entered as a minor upon reaching the age of majority.

¹⁰ *Wharton v Mackenzie* (1884) 5 QB 606 (UK).

¹¹ *Roberts v Gray* [1913] 1 KB 520 (UK) (‘*Roberts v Gray*’).

¹² *Corpe v Overton* (1833) 131 ER 901 (UK).

¹³ *Chapple v Cooper* (1884) 3 M & W 252 (UK).

¹⁴ *Bojczuk v Gregorcowicz* [1961] SASR 128 (Australia) where money paid for the purpose of international travel was not considered a necessity.

- (ii) the contract is necessary for the minor in the particular circumstances. This is a question of fact.

Beneficial Contracts of Service

Courts have carved a separate exception for agreements where minors are engaged to perform a specific service and the contract is for the minor's benefit. The contractual exception exists for educational instruction, apprenticeships and certain employment relationships. For the contract to be enforceable against the minor, the contract, when read as a whole, must be beneficial to the minor.¹⁵

The High Court of Australia, in *Hamilton v Lethbridge*,¹⁶ set out that under contracts beneficial for the minor, the court should weigh any inconvenience endured by the minor in performing the contract against the benefit gained by him/her. If the overall benefit outweighs the inconvenience, the contract is enforceable against the minor. In *Hamilton v Lethbridge*, a minor (Lethbridge) entered a contract for clerkship with a lawyer (Hamilton), binding himself to serve the lawyer as an articulated clerk for a period of 5 years. In return for training and remuneration, Lethbridge agreed not to practise as a solicitor, within 50 miles of the town that Hamilton practised after his admission. However, Lethbridge breached this restrictive covenant shortly after being admitted to practise. The High Court considered whether the contract was overall beneficial to the minor, and consequently, whether the restrictive covenant was enforceable.

The High Court noted that “[a] contract made by an infant cannot be enforced against him during infancy unless it is held to be for his benefit,”¹⁷ and the contract was overall beneficial to the minor since, Hamilton would not have likely agreed to contract Lethbridge as his clerk without a restrictive covenant. Applying the legal principle of balancing contractual terms as a whole, the benefit to the minor outweighed any unfavourable terms of the contract, and therefore the contract was enforceable against the minor. This precedent has been applied in subsequent cases on apprenticeships, clerkships and employment contracts in an Australian context.¹⁸

Similarly, in the UK, for a contract to be considered beneficial and binding on a minor, two conditions need to be satisfied. First, the contract falls within the class of contracts which are analogous to contracts for necessities and contracts of employment, apprenticeships or education; and second, the contract is, *in fact*, beneficial.¹⁹ Like Australia, the contract should be considered as a whole when determining whether it is beneficial to the minor.²⁰ Within this exception, a number of cases have been applied to minors in sports and entertainment.

¹⁵ See e.g., *De Francesco v Barnum* (1890) 45 Ch D 430 (UK) (*‘De Francesco v Barnum’*).

¹⁶ *Hamilton v Lethbridge* (1912) 14 CLR 236 (*‘Hamilton v Lethbridge’*).

¹⁷ *Hamilton v Lethbridge*, p. 241 (Australia) (per Griffith CJ).

¹⁸ See *Sultman v Bond*, Supreme Court of Queensland, 30 ALJ 93 (Australia).

¹⁹ *Proform Sports Management Ltd v Proactive Sports Management Ltd*, para 36.

²⁰ *De Francesco v Barnum*.

Contracts Concluded with a Minor in the Sport and Entertainment Industry

Professional entertainment or sporting contracts entered by minors falling under the category of beneficial services have been deemed to be valid and enforceable against the minor. For instance, in *Doyle v White City Stadium*,²¹ a minor entered a contract with the British Boxing Board of Control ('Board'), under which he was entitled to receive a license to box on the condition of agreeing to follow the rules prescribed by the Board. In one particular bout, Doyle was disqualified for hitting his opponent below the belt. According to the rules prescribed by the Board, due to the disqualification, Doyle had to forgo the payment of £3000 which he would have otherwise received from participating in the bout. Doyle argued that these rules were disadvantageous (not beneficial to him) and should not be enforceable. However, the court clarified that the contract was beneficial overall. Doyle could not have made a living from boxing without a license from the Board (a condition for grating the license was to abide by Board rules, including the unfavourable ones).²²

In *Roberts v Gray*, Gray, a minor, contracted to learn billiards from Roberts, a reputable billiards player, while traveling with him on tour. However, Gray breached the terms of the contract and did not travel with Roberts. The court considered the agreement as educational and falling under the ambit of a contract of necessities, rather than, a beneficial contract for professional services. Damages were payable by the minor to Roberts for cost incurred in organising the tour for Gray.

Similar examples exist in the entertainment industry, such as *Denmark Productions Limited v Boscobel Productions Limited*,²³ where a group of minors formed a band called "The Kinks" and in doing so entered a contract with an agent. This agreement was held to be binding as it was akin to an employment agreement that was beneficial to the minors.

However, there are numerous cases where service contracts with minors do not to fall under this exception and could not be enforced against the minor. Such cases might arise when (i) the contract is not considered beneficial,²⁴ or (ii) even if the contract is beneficial to the minor, the contract is not necessary for the minor to make a living.²⁵

The court in *De Francesco v Barnum* held that if the contract is not considered beneficial, it will not be legally binding on the minor. Here, a fourteen-year-old girl entered into a seven-year contract for an apprenticeship in choreography and dance. There were a number of onerous provisions within the contract, including not having to pay the dancer unless she was eventually employed, prohibiting her from accepting any professional contracts without prior consent, and forbidding her from getting married during the apprenticeship. The court balanced the benefits received by the

²¹ *Doyle v White City Stadium* [1935] 1 KB 110 (UK) ('*Doyle v White City Stadium*').

²² *Ibid.*

²³ *Denmark Productions Limited v Boscobel Productions Limited* [1969] 1 QB 699 (UK) ('*Denmark Productions Limited v Boscobel Productions Limited*').

²⁴ *De Francesco v Barnum*.

²⁵ *Proform Sports Management Ltd v Proactive Sports Management Ltd*.

minor against any inconveniences and declared, the contract was not beneficial to the minor and could not be enforced against her.

Courts have held, even though, contracts with minors are beneficial to them such contracts are not legally enforceable against minors unless, necessary for them to make a living. This has been applied in *Proform Sports Management Ltd v Proactive Sports Management Ltd* involving famous English footballer, Wayne Rooney's contract with his agent. Proform had entered into an exclusive management and agency agreement with Rooney for a term of two years when he was fifteen years old. After a period of time, Rooney terminated the contract as he intended to contract with Proactive for representation. Rooney's counsel advised him that he could essentially repudiate the Proform contract by virtue of his minority. However, Proform argued that he was not permitted to appoint any other agents during the term of his contract, and they sued for the tort of interference of contractual relations. The court considered whether the representation agreement between Rooney and Proform was enforceable against the minor. To determine whether Rooney was bound to the terms of the contract, the court considered whether (i) the contract was similar to apprenticeship and employment contracts, and (ii) whether it was beneficial to Rooney. It was ultimately held that Rooney's contract with his agent was not analogous to a contract for necessary services as it was simply a representation agreement and Rooney had already registered with Everton Football Club prior to contracting with Proform. In any event, the court reasoned that such intermediary agreements are not analogous to employment or apprenticeship contracts because:

“Players’ representatives do not undertake matters that are essential to the player’s livelihood. They do not enable the minor to earn a living or to advance his skills as a professional footballer...”²⁶

Proform Sports Management Ltd v Proactive Sports Management Ltd can be distinguished from *Denmark Productions Limited v Boscobel Productions Limited* on the basis that representation agreements for athletes with agents and intermediaries are significantly different to agreements with music group managers responsible for matters essential to the business of artists. It was further clarified that “... merely because a contract is beneficial to a minor, if such is the case, it is not binding on him unless it falls within a particular category.”²⁷ A representation agreement, rather than, a contract that earns a living is not binding on the minor.

²⁶ Ibid, 40.

²⁷ Ibid.

Minors and Contractual Capacity in India

The General Rule

The ICA regulates disputes arising from contractual obligations in India, including contracts with minors.²⁸ According to the statute, minors lack legal ‘competence’, or ‘capacity’, to enter a valid contract.²⁹ Persons are competent to contract on reaching the age of majority.³⁰ The age of majority is 18 years and below this age, a person is considered a minor.³¹

While the ICA clearly states that minors lack competence to contract, it is silent on whether contracts with minors are voidable, void or *void ab initio*. However, the Privy Council in *Mohori Bibee*³² held that contracts with minors are *void ab initio*. It considered the phraseology of select provisions in the ICA to depart from established principles in Australia and the UK where contracts with minors are voidable at their option, even though, these principles applied consistently in India prior to this case (Vardhan 2019: para 11.5).³³

The Privy Council noted that ‘competence’ was made an essential element of a valid contract by the ICA.³⁴ Minors by virtue of infancy were incompetent to contract which meant they could not form contracts at all, let alone contracts void or voidable at their option. Support was garnered from the language of sect. 68 ICA where minors were included in the category of persons incapable of contracting. Minors were neither personally liable to reimburse for supply of necessaries nor could such a demand be made against them. Similarly, minors could not employ agents or be one themselves³⁵ nor could they be held personally liable for obligations of partnerships.³⁶ A cumulative reading of these provisions caused the Privy Council to conclude that contracts with minors could not exist.³⁷ Consequently, a contract could not be enforced against a minor for repayment of mortgage. This

²⁸ In certain common law jurisdictions such as Myanmar (Myanmar Contract Act 1872) and Malaysia (Contracts Act 1950), statutes on general principles of contract have been enacted. Codification of contractual principles through statutes makes these jurisdictions different from Australia and the UK that rely on common law embodied in commentaries and precedents. The blueprint and inspiration for statutes in contract law has been the ICA, the first legislation of its kind. For example, the Contracts Act 1950 (Malaysia) has been held *pari materia* with the ICA by the Federal Court of Malaysia in *Leha Binte Jusoh v Awang Johari Bin Hashim* [1978] 1 MLJ 202 (Malaysia) (*‘Leha Binte Jusoh v Awang’*).

²⁹ Section 10, ICA.

³⁰ Provided by the Indian Majority Act 1875 (India) (*‘IMA’*). It should be noted that sect. 11, ICA requires a person to (i) have reached the age of majority, (ii) be of sound mind, and (iii) not be disqualified by any other applicable law.

³¹ Section 3, IMA.

³² *Mohori Bibee v Dharmodas Ghose* (1903) 30 ILR Cal. 539 (India) (*‘Mohori Bibee’*).

³³ See *Sashi Bhusan Dutt, Minor v Jadu Nath Dutt* (1885) 11 ILR Cal. 552 (India); *Raj Coomary Dasse v Preo Madhub Nundy* (1897) 1 CWN 453 (India).

³⁴ Sections 10–11, ICA.

³⁵ Sections 183–184, ICA.

³⁶ Sections 247–248, ICA. These sections have been repealed from the ICA by sect. 73 and Schedule II, Indian Partnership Act 1932 (India) (*‘Partnership Act’*).

³⁷ *Mohori Bibee*, p. 548.

position was followed in *Mathai Mathai v Joseph Mary*³⁸ where a mortgage entered by a minor was considered void unless undertaken by a guardian.

The concern is that *Mohori Bibee* relied on select statutory provisions of the ICA, none of which expressly point to the non-existence of contracts with minors. This decision, made more than a century ago, has been widely criticised by scholars (See e.g., Swaminathan & Surana 2018: 1–15). The Privy Council could have, just as easily, interpreted provisions of the ICA consistently with the position in Australia and the UK. Rather, it stretched statutory interpretation, considerably. For instance, the phrase “incapable of entering into a contract” under sect. 68 or “competent to contract” under ss. 10 and 11 have led to a conclusion that contracts with minors do not exist and are *void ab initio*, while these phrases or provisions could merely be an express reiteration of the infancy law doctrine indicating the ‘inherent inability’ (Krieg 2004: 430) of a minor to understand legal nuances of a contract. These provisions do not *ipso facto* suggest the intent of legislature to declare contracts with minors as *void ab initio*. A more logical interpretation of the phrases “incapable of entering into a contract” and “competent to contract” relied by the Privy Council, could be that a minor is unable to understand the legal nuances of a contract, an interpretation supported by the infancy doctrine in Australia and the UK.

Arrangements entered by guardians for minors under personal law,³⁹ partnership⁴⁰ or involving property⁴¹ and goods could be specifically enforced as though they were valid contracts. However, the *Cine Star* case⁴² provides that service contracts with minors are void and unenforceable despite being beneficial to the minor, whether entered by the guardian or minors themselves.⁴³ There are primarily two reasons for this: first, due to lack of competence, a minor’s promise to provide service does not provide good consideration to form a valid contract. By extension, consideration is absent in a guardian’s promise assuring the other party of the

³⁸ *Mathai Mathai v Joseph Mary* (2015) 5 SCC 622 (India) (‘*Mathai Mathai v Joseph Mary*’).

³⁹ See e.g., *Manik Chand v Ramachandra son of Chawriraj* (1980) 3 SCR 1104 (India), where a natural guardian was empowered under Hindu law to enter a valid and enforceable contract for purchase of property provided it was for the minor’s benefit but subject to the limitations of sect. 29 of the Guardians and Wards Act 1890 (India), a provision prohibiting guardians from undertaking certain property related transactions without permission from the court.

⁴⁰ Under sect. 30, Partnership Act, a minor can be admitted to the benefits of a partnership but cannot be a partner or share liability with other partners. In *Commissioner of Income Tax v Shah Mohandas Sadhuram* AIR 1966 SC 15 (India), it was held that a guardian can have the power to accept terms of the partnership and do all that is necessary for a minor to obtain requisite benefit.

⁴¹ See e.g., *Sri Kakulam Subrahmanyam v Kurra Subba Rao* AIR 1948 PC 95 (India) where it was held that specific performance was available by or against a minor for a contract entered by the guardian if two conditions were satisfied (i) the contract was within the competence of the guardian to enter for the minor (ii) the contract was for the minor’s benefit.

⁴² *Raj Rani v Prem Adib* (1949) 51 Bom. LR. 256 (India) (henceforth, ‘*Cine Star*’ case for the purpose of this paper.).

⁴³ *Ibid.*, p. 260–261.

minor's obligation to serve.⁴⁴ Second, a guardian cannot contract 'on behalf' of a minor due to the law of agency.⁴⁵

The High Court of Bombay treated the guardian as a minor's agent and under the ICA, a minor was incapable of employing an agent.⁴⁶ Consequently, a beneficial arrangement (except for necessities) with a minor was not binding on the other party, the guardian, or the minor. In contrast, a beneficial contract entered by a guardian is binding on the minor in Australia and the UK.⁴⁷ The entitlement of minors to sue for compensation is premised on whether their performance is executed or executory. Where performance has been completed (executed) for the minors and the other party is unjustly enriched, the other party is required to restore any benefit received or pay compensation.⁴⁸ Where minors are yet to perform or have partly performed (executory),⁴⁹ say, under an arrangement where the other party agrees to pay the minor after completing a film, tournament or any other performance, the minor has no scope of suing for relief unless the case falls within limited exceptions discussed below.⁵⁰

The Indian courts' refusal to recognise validity of beneficial service contracts is such a stringent approach that even equity cannot assist.⁵¹ By holding beneficial contracts as void, courts felt that minors received an opportunity to walk away from an obligation despite unfulfillment of the contract if they could obtain service at more favourable terms with another party at a future date.⁵² The non-existence of a legal contract with a minor in India extended to all service contracts. It was believed that these benefits were not available to minors under common law (Australia and the UK) as a minor could not repudiate a beneficial contract if better terms were available.⁵³

⁴⁴ The authors hypothesise that the underlying rationale for unenforceability of service contracts entered by guardians could be a non-delegable performance required from a minor in sports and entertainment. The other party may seek more than a mere assurance from the minor's guardian on performance given, the minor carries a certain skill to play a sport or act in a film that another minor may not possess. This is also true for general service contracts that can be gleaned from the High Court of Bombay stating: "*In a contract of service, what the other party relies upon is the promise of the minor to serve and his actual service from day to day. The employer agrees to pay the salary specified not merely because the father has promised that the minor will serve in terms of the contract.*" *Cine Star* case, p. 269.

⁴⁵ *Cine Star* case, p. 264.

⁴⁶ Section 183, ICA.

⁴⁷ *Cine Star* case, p. 264.

⁴⁸ Section 70 ICA cited in *Cine Star* case, p. 264; *Madhab Koeri v Baikuntha Karmaker* 52 Ind. Cas. 338 (India) decided by the High Court of Patna.

⁴⁹ *Cine Star* case, p. 265.

⁵⁰ *Ibid.*, p. 267–268.

⁵¹ At the time *Mohori Bibee* was decided, Sect. 1 Infants Act was in force which declared minors' contracts for repayment of money or goods to be absolutely void. The legislation did not declare all contracts with minors void but was limited to a specific category of lending or supply agreements that required a minor to repay. *Mohori Bibee* was influenced by this legislation and the authors hypothesise that just as equity could not come to the rescue of the mortgager due to legislative prescription in the UK, the Privy Council held that the Indian legislative framework prevented any equitable relief.

⁵² *Cine Star* case, p. 269–270.

⁵³ *Ibid.*

By declaring contracts as *void ab initio*, Indian courts felt they were providing minors with discretion to take up service on more favourable terms, even though, the first contract had not been completed and it was beneficial to the minor.⁵⁴ However, the rationale appears flawed. While a minor may walk away from the first contractual arrangement and enter a second, the second arrangement also suffers from the same defect of unenforceability and continues until the age of majority, that is, the second service contract would not be recognised under Indian law just like the first contract and a minor could be entering new arrangements but not receive any recognition for those services offered. It was a never-ending cycle that barely benefitted or protected the minor. Rather, it created a hurdle for minors from being actively recruited by a sporting or entertainment organisation through contracts.

The practical implications in sports and entertainment are many. As a result of the stretched construction by the Privy Council adopted by Indian courts,⁵⁵ minors could neither 'sue for contractual damages' for what they believe were contracts, nor could such an action be taken against them.⁵⁶ Given the non-existence of any contractual arrangement, minors were unable to ratify the contract upon attaining majority. This arrangement left minors hapless in situations where they worked as child actors or sportspersons. As seen in the *Cine Star* case, a film producer was successfully able to avoid a partly executed work arrangement benefitting a minor artist by contending non-existence of the contract. Despite the minor claiming that she was willing to work on set, the court held that the film producer was not required to pay damages for unpaid salary of INR 8,708.10 and consequently, a mere INR 791.54 was received for attending shootings and/or rehearsals.⁵⁷

Exceptions

Arrangement for Necessaries

India considers 'contracts' for goods and services supplied to minors for necessities as quasi-contractual arrangements where the advantage received is restored from the minor's property and no personal liability accrues.⁵⁸ Since India does not consider an arrangement for necessities as contracts, it would be futile to call them 'contracts for necessities'.

⁵⁴ *Cine Star* case, p. 270 per Desai, J. in the High Court of Bombay: "I take it to be the English law that if a contract of service is beneficial to the minor at the date it is entered into, he is not entitled to repudiate it, because of the better terms he may obtain at a future date. In Indian law, the contract being void, he is at liberty to take up service on better terms, even while the first contract remains executory and unfulfilled."

⁵⁵ See e.g., *Mathai Mathai v Joseph Mary*.

⁵⁶ The general practice is for minors to commence legal proceedings through their guardians. See e.g., *Cine Star* case. Since rules of sporting organisations are not contracts in India, relief through civil suits may not be available. Rather, it has been observed, minors take the route of constitutional remedies for setting aside sporting rules as arbitrary or violative of their fundamental rights.

⁵⁷ *Cine Star* case, p. 258.

⁵⁸ Section 68, ICA.

While ‘necessaries’ have not been defined under the ICA, sect. 68 provides that if a person incapable of contracting is supplied with necessaries for maintaining his/her condition in life, the supplier is required to be reimbursed from the property of such incapable person.⁵⁹ Suppliers who provide necessaries to a minor may claim a remedy similar to restitution from property of the minor if the minor does not compensate them. India has adopted the common law understanding of necessaries which broadly means any goods or services suited to maintain the minor’s status, degree, and station of life.⁶⁰

Apart from medical and legal expenses,⁶¹ necessaries include school education, teaching, and instruction.⁶² Indian courts have cited cases to acknowledge that a minor accompanying a well-known athlete on tour would amount to an educational experience so invaluable, it constituted a necessity.⁶³

Apprenticeship Contracts

Contracts with apprentices are valid in India. The validity stems from express provisions of the Apprentices Act⁶⁴ and corresponding rules.⁶⁵ An apprentice is a person, at least fourteen years old, undergoing a training course pursuant to a contract of apprenticeship.⁶⁶

Apprenticeship contracts are executed by employers and guardians of the minor, even though, a minor may have also signed the document.⁶⁷ Guardians need not be party to the apprenticeship contract under common law of Australia and the UK, whereas they are required to be a signatory in India.⁶⁸ Where an apprentice prematurely terminates the apprenticeship contract for failure to adhere to its terms and conditions, the guardian is liable for training and other costs to the employer.⁶⁹

⁵⁹ Ibid.

⁶⁰ *Jagon Ram Marwari v Mahadeo Prosad Sahu* (1909) 36 ILR Cal. 768 (India).

⁶¹ *Watkins v Dhunnoo Baboo* (1881) 7 ILR Cal 140 (India).

⁶² See e.g., *Sadasheo Balaji v Firm Hiralal Ramgopal* AIR 1938 Nag 65 (India); *Smt G Umamaheshwari v Shiva Kumar* (High Court of Karnataka, 7 December 2020) (although a case of family law, the court declared school education as a necessity for minors).

⁶³ *Roberts v Gray* referred in *Cine Star* case, p. 263.

⁶⁴ Apprentices Act 1961 (India) (‘Apprentices Act’).

⁶⁵ Apprenticeship Rules 1992 (India) (‘Apprenticeship Rules’).

⁶⁶ Section 2 (aa) and 3, Apprentices Act; Note that a person must be at least 18 years for an apprenticeship in designated trades related to hazardous industries (Section 3, Apprentices Act).

⁶⁷ Section 4, Apprentices Act; See the Model Contract of Apprenticeship Training for Major/ Minor Apprentices under Schedule III of the Apprenticeship Rules which contains space for both guardians and apprentices to sign.

⁶⁸ *Mukesh K. Tripathi v Senior Divisional Manager, L.I.C.* (2004) 3 LLJ 740 (India), para. 30 (‘*Mukesh Tripathi v Senior Divisional Manager, L.I.C.*’) where the Supreme Court of India cited Halsbury’s Laws of England, 4th ed., vol. 16, 2003 to provide the common law position on apprenticeships; Sect. 4, Apprentices Act.

⁶⁹ Sections 7 and 11, Apprentices Act read with rule 6, Apprenticeship Rules; *U.P. State Electricity Board v Shiv Mohan Singh & Anr.* (2004) 8 SCC 402 (India) para. 106.

Apprenticeships can be offered to minors under designated or optional trades.⁷⁰ In India, the list of designated trades or optional trades do not include training minors as sports players or actors. The closest to these field, are apprenticeship opportunities as a photographer and sports goods maker in wood and leather (Directorate General of Training 2021a; Directorate General of Training 2021b). Conversely, in Australia and the UK training may be provided to minors as sports players by recognised institutes,⁷¹ and may include apprenticeships in sporting excellence, sports development, community arts and technical roles in films (National Apprenticeship Service 2021; National Careers Institute 2021). For instance, David Beckham commenced his career as an apprentice with Manchester United at the age of sixteen (Federation of Indian Chambers of Commerce & Industry 2019: p. 53) and Sir Ian McKellen, an actor known for his role in the Lord of Rings, began as an apprentice with Coventry's Belgrade Theatre (Weaver 2019).

In all three jurisdictions, an apprenticeship contract is binding if it is for the minor's benefit.⁷² Conceptually, it seems paradoxical that Indian law recognises an apprenticeship contract as valid if a guardian executes it on behalf of a minor, whereas a contract for professional service with a minor is void, even if, it is for the minor's benefit.

Scholarships, Stipends and Prize Money

Minors may receive payments as stipends or scholarship funds for their services. In *Sheri Rusi Crawford v Mumbai City Table Tennis Association*,⁷³ a sixteen-year-old tennis player received a scholarship from Dena Bank pursuant to which she provided an undertaking to play on behalf of the bank in various tournaments (The Telegraph 2001). In exchange, Sheri was 'paid' a monthly stipend.⁷⁴ While the case was concerned with whether a sports federation had taken arbitrary decisions, the High Court of Bombay took note of an emerging practice of banks formulating 'a scheme of recruitment for outstanding sportspersons' in consultation with the Central Government where minors between 15–18 years were provided scholarship money not exceeding clerical salary.⁷⁵ Similarly, the state cricket federations have offered 'central contracts' (Firstpost 2019) in the nature of a scholarship schemes, offering minors 'remuneration' to help them grow and concentrate on the game (Raj 2020; Gupta 2020). As such, there is clearly a practice of entering into scholarship and

⁷⁰ Sections 2(e) and 2(II), Apprentices Act.

⁷¹ In the UK, institutes listed under the Register of Apprenticeship Training can provide apprenticeship in sports per the Apprenticeships, Skills, Children and Learning Act 2009 (UK) read with the Apprenticeships (Miscellaneous Provisions) Regulations 2017 (UK) and Apprenticeships (Form of Apprenticeship Agreement) Regulations 2012 (UK). In Australia, Registered Training Organisations make apprenticeship opportunities available per sect. 3 National Vocational Education and Training Regulator Act 2011 (Cth) and sect. 16A, Apprenticeship and Traineeship Act 2001 (NSW) ('Traineeship Act').

⁷² *Mukesh Tripathi v Senior Divisional Manager, L.I.C.*, para. 29; sect. 32, Traineeship Act 2001 (NSW); *De Francesco v Barnum*.

⁷³ *Sheri Rusi Crawford v Mumbai City Table Tennis Association* LNIND 2002 BOM 634 (India) ('*Sheri Rusi Crawford v Mumbai City Table Tennis Association*').

⁷⁴ *Sheri Rusi Crawford v Mumbai City Table Tennis Association*, para. 2.

⁷⁵ *Ibid.*, para. 5.

stipend agreements with minors in the sports industry in India (See further, Rathore 2018).⁷⁶

While contracts of service with minors are void, children may voluntarily participate in competition-like arrangements on reality television shows without remuneration. In some events, prize money may be awarded to the winner. The case of *Zee Entertainment v Sony Pictures Networks India Pvt Ltd*,⁷⁷ although a copyright infringement case, is an illustration of how this works in practice. This case involved a group of children (between 5 and 12 years old) participating in a talent competition on a television show called ‘India’s Best Dramebaaz’. The children performed before a panel of judges who ultimately declared the winner. Interestingly, the television channel required “contestants” (who were children) to execute contracts with them. However, if challenged, contracts with minors are unlikely to be enforceable unless brought within an ‘exception’ or a statute.

Statutory and Regulatory Provisions

In addition to the ICA, other statutes govern contracts with minors in certain limited circumstances. Focused on protecting the welfare of children, such statutes presuppose the validity of legally binding contracts with minors. For instance, under the Pledging Act, contracts by guardians pledging the labour of a child are void, except in limited circumstances.⁷⁸ Under the OSHWC Code⁷⁹ adolescents fourteen years and over but below eighteen years are permitted to work in a factory only where strict procedures are followed.⁸⁰ Departments without a manufacturing process where wages are ordinarily payable to a certain number of workers in film studios were unlikely to be classified as factories according to the High Court of Madras which considered the argument that if film studios were factories, films with roles for children below the age of fourteen could not be undertaken and “a Shirley Temple could never act in a studio”.⁸¹

⁷⁶ Including schemes led by the Sports Authority of India (SAI) such as the National Sports Talent Contest (NSTC) Scheme, and the SAI Training Centre, under which a stipend is received by minors. The stipend offered to the minor in *Sheri Rusi Crawford v Mumbai City Table Tennis Association* was pursuant to a joint scheme between Dena Bank and the Central Government.

⁷⁷ *Zee Entertainment Enterprises Ltd v Sony Pictures Networks India Pvt Ltd* AIR 2017 Bom 221 (India) (*‘Zee Entertainment v Sony Pictures Networks India Pvt Ltd’*).

⁷⁸ Sections 2–3, Children (Pledging of Labour) Act 1933 (India) (*‘Pledging Act’*). The Pledging Act has been repealed by the Repealing and Amending Act 2016 (India): contracts are void unless (i) they are not detrimental to the child, and (ii) the only benefit received under the contract is reasonable wages for the services provided.

⁷⁹ Occupational Safety, Health and Working Conditions Code, 2020 (India) (*‘OSHWC Code’*).

⁸⁰ Sections 25(4), 32(1), 33, 42(2) 93(2) OSHWC Code.

⁸¹ *K.Y.V. Sarma, In re. Appellant Versus* (1953) 1 LLJ 29 (India).

The law with respect to child artists substantially changed in, and after 2016 when the Child Labour Act and its accompanying rules were amended.⁸² The Child Labour Act places a general prohibition on employing or permitting a child to work in any occupation except a child artist in an audio-visual industry, including films or television programmes, or participating in sports as an athlete.⁸³

Even if a contract includes provisions safeguarding a child's welfare and safety, the contract will be considered *void ab initio* and unenforceable unless exceptions apply. Rather, Child Labour Rules appear to have taken a step in protecting child artists by requiring production houses and event organisers to follow minimum standards to ensure welfare of the child in sports and entertainment.⁸⁴

Australia⁸⁵ and the UK⁸⁶ regulate the employment of children in creative processes similar to India. However, in India a number of anomalies arise where jurisprudence from cases on contract law appears to contradict existing practice, and legislative frameworks. For instance, an anomaly arises between the *Cine Star* case and Child Labour Rules. Given the interpretation of the ICA by Indian courts, service contracts with minors are not recognised under general contract law and there can be no agreement governing the minor's income or terms of work. On the other hand, the Child Labour Rules require 20% of the income earned by a child from the production or (sporting) event to be deposited in the minor's bank account.⁸⁷ In such a case, the income could be minimum wages or as agreed by the parties. However, the production house or sporting event organiser could contend that service contracts with minors (or their guardians) are unenforceable and consequently, only minimum wages are payable under law. This is not the case in Australia and the UK that allow minors to claim remuneration as agreed between the parties under beneficial service contracts which are valid.

A second anomaly arises between the Pledging Act and the decision in the *Cine Star* case. Under the Pledging Act, guardians may enter agreements pledging the services of their child if the benefit received under contract is wages for child's service. However, the *Cine Star* case holds service contracts entered by guardians as void due to lack of consideration. Here, the statute assumes that guardians can

⁸² Child and Adolescent Labour (Prohibition and Regulation) Act 1986 (India) ('Child Labour Act'), amended by the Child Labour (Prohibition and Regulation) Amendment Act 2016 (India); Child Labour (Prohibition and Regulation) Rules 1988 (India) ('Child Labour Rules'), amended by the Child Labour (Prohibition and Regulation) Amendment Rules 2017 (India). Section 2(ii), Child Labour Act defines a child as a person who has not completed the age of fourteen years or an age prescribed under the Right of Children to Free and Compulsory Education Act 2009 (India), whichever is more.

⁸³ Section 3, Child Labour Act.

⁸⁴ Including (i) taking responsibility for a child's safety and security (Rule 2C(1)(b), Child Labour Rules); (ii) ensuring prescribed maximum working hours are adhered to and school attendance is not significantly impeded (Rule 2C(1) (a) & (d), Child Labour Rules); and (iii) requiring a certain proportion of a child's income to be placed in a fixed deposit in their favour (Rule 2C(1)(f), Child Labour Rules).

⁸⁵ In Australia, children in creative processes are regulated by State-specific legislations. See e.g., Children and Young Persons (Care and Protection) Act 1998 (NSW) and Child Protection (Working with Children) Act 2012 (NSW).

⁸⁶ In UK, see e.g., Children and Young Persons Act 1933 (UK), Children and Young Persons Act 1963 (UK), and The Children (Performances and Activities) (England) Regulations 2014 (UK).

⁸⁷ Rule 2C(1)(f), Child Labour Rules.

contract for employment on behalf of minors, but interpretation of the ICA highlights that such contracts are often void. Further, the Child Labour Rules require the production house or event organiser to provide certain welfare and safety measures but a minor sportsperson seeking to negotiate specific clauses on sporting equipment, food or energy drinks may find such clauses unenforceable and confined to basic requirements provided by employment law.

A third anomaly arises between the Child Labour Rules which recognise that a child is capable of providing legal consent to participate in an audio-visual or sporting activity⁸⁸ and the ICA where a child lacks legal capacity and understanding to provide valid consent.

A fourth anomaly arises between *Mathai Mathai v Joseph Mary* and the *Cine Star* case. Pursuant to the decision in the *Cine Star* case, service contracts executed by guardians on behalf of minors were void due to the absence of good consideration. Conversely, in *Mathai Mathai v Joseph Mary*, although a case on mortgage, contracts executed by guardians on behalf of minors may be valid. This means *Mathai Mathai v Joseph Mary* recognises the ability of guardians to provide valid consideration. However, *Mathai Mathai v Joseph Mary* neither discusses the general issue of consideration observed in the *Cine Star* case nor mentions the case itself. This is also true for the *Cine Star* case where the Pledging Act is neither cited nor considered requiring a revisitation for being *per incurium*.

Other Exceptions

Other exceptions to the rule that contracts with minors are *void ab initio* include marriage contracts, and (historically) contracts for transfers that benefit minors.

Marriage contracts under special custom⁸⁹ and personal law⁹⁰ can be enforced in India.⁹¹ In cases of marriage under specific customs, guardians are permitted to contractually bind minors but in commercial matters⁹² on contract of sale for immovable property, they are not competent to bind the minor or his estate. While various High Courts⁹³

⁸⁸ Rule 2C(1)(g), Child Labour Rules.

⁸⁹ Notwithstanding, Prohibition of Child Marriage Act 2006 (India) ('Child Marriage Act') where a marriage between a male below the age of twenty-one years and a female below the age of eighteen years is a punishable offence, Indian courts have permitted minors (upon attaining the age of majority) to enforce a marriage arrangement entered by their guardians. See e.g., *Rose Fernandez v Joseph Gonsalves* AIR 1925 Bom 97 (India); *Khimji Kuverji v Lalji Karamsi* AIR 1941 Bom 129 (India) and *Tulshiram S/O Maroti Kohad v Roopchand S/O Laxman Ninawe* AIR 2006 Bom 183 (India). The Child Marriage Act makes a child marriage voidable at the option of the contracting party, that is, the minor at the time of marriage but these marriages can be declared void in certain circumstances.

⁹⁰ *Abdul Razak v Mahomed Hussien* (1916) 19 Bom. L.R. 164 (India).

⁹¹ *Cine Star* case, p. 270.

⁹² *Mir Sarwarjan v Fakhruddin Chowdhuri* (1912) 39 Ind App 1 (PC) (India).

⁹³ See e.g., *A.T. Raghava Chariar v O.A. Srinivasa Raghava Chariar* (1917) 40 ILR Mad 308 (India) where a minor was permitted to enforce a transfer under a mortgage where the entire mortgage amount had been advanced by him.

have considered transfers of property that benefit a minor to be valid, this was overruled in 2014 by the Supreme Court in *Mathai Mathai v Joseph Mary*.⁹⁴

Sporting Rules as Contracts: Analysis From India

Despite courts refusing to recognise the validity of contracts with minors in India, they enter arrangements with sports organisations while playing tournaments. In the absence of contracts, rules of sports organisations formulated privately and without legislative or executive force have been found to govern minor sports players. Some commentators have argued that sporting rules are an alternate form of contracts requiring 'contractual submission' (Sullivan 2016: 66) from minor athletes when they consent to participate in the sporting activity. These rules embed their own set of terms and conditions that bind athletes by virtue of their participation in a sport—akin to a unilateral contract.⁹⁵

Indian courts have considered rules established by sporting bodies as binding on minors, such as mandatory medical tests to determine age of an athlete, rather than declaring such rules *void ab initio* like contracts. However, the common law approach of finding minors' contract invalid in order to protect them seems contradictory to permitting sporting rules to apply. If minors lack the ability to understand the legal nature of contracts, by the same token, they should lack the ability to comprehend sporting rules that are often written with the same complexity and flair for legalese.

Interestingly, while deciding cases on validity of medical tests in age disputes of minors, High Courts have held that national sport federations have the power to make rules with respect to eligibility and selection of athletes, including minors.⁹⁶ In *Sagar Prakash v BCCI*,⁹⁷ a minor (represented by his father), raised concerns on scientific tests performed pursuant to rules formulated by the Board of Control for Cricket in India ('BCCI'), a private society rather than any government authority. The High Court of Bombay held that such rules were not arbitrary or discriminatory, and tests conducted under the rules were "valid and binding".⁹⁸ There were two reasons for the decision, first, adoption of a 'National Code Against Age Frauds in

⁹⁴ *Mathai Mathai v Joseph Mary*, para. 18: The Supreme Court of India observed that it was an erroneous position of law to find minors as mortgagees despite transfer of property being in their interest. Contracts with minors were *void ab initio* and consequently, no rights (presumably, rights to transfer) could be claimed under the mortgage deed.

⁹⁵ An analogy can be drawn with *Carlill v Carbolic Smoke Ball Co.* [1893] 1 QB 256 (UK) where an offer made to the world at large (such as an offer to participate in a sporting competition for a reward) leads to a valid contract called a unilateral contract by performing conditions contained in the offer without communicating express acceptance to the other party. While a unilateral contract can be formed between an adult athlete and organisers of a sports competition, it cannot be formed with minors due to their lack of capacity to contract in India.

⁹⁶ See Judge (2020).

⁹⁷ *Master Sagar Prakash Chhabria v The Board of Control for Cricket in India (BCCI)* 2015 Indlaw Mum 1606 (India) ('*Sagar Prakash v BCCI*').

⁹⁸ *Ibid.*, para. 16 & 24.

Sports', and second, the policy rationale of reducing age fraud through age verification tests.⁹⁹

In *Yash Sehrawat v BCCI*,¹⁰⁰ a similar case of age dispute, the High Court of Delhi somewhat departed from this view by holding, if documentary evidence is found authentic, it was valid proof age, notwithstanding medical procedures under various sports codes.¹⁰¹ Despite these conflicting decisions, courts seem willing to accept that minors are not bound by contracts with sporting bodies but they are subject to private rules formulated by sporting federations if consistent with applicable statutory provisions.

Apart from age disputes, Indian courts have declared sporting rules legal, even in, the absence of an express contract. In *BCCI v Cricket Association of Bihar*,¹⁰² the Supreme Court of India noted that players and teams were subject to applicable rules prescribed by the BCCI. The rules stated that participation in the Indian Premier League (IPL) was deemed to constitute acceptance by the cricketer “*of an agreement with an obligation owed to BCCI to be bound by the regulations, the laws of cricket...*”¹⁰³ These rules are applicable to all cricketers, including minors. Indeed, a number of minors have participated in the IPL, including budding cricketers who first played at the age of seventeen years — Rahul Chahar (Swag Cricket 2022), Abhishek Sharma (Sportstar 2018a), Sarfaraz Khan (Choudhury 2015), Riyan Prayag (The Hindu 2019) and Mujeeb Ur Rahman (Sportstar 2018b). There is also Prayas Ray Barman, who made his debut at the age of sixteen (Scroll 2019). Following *BCCI v Cricket Association of Bihar*, the BCCI’s applicable rules would be considered binding on each of these minors as participants in the IPL, despite the fact that the law does not typically recognise a contract between the minor and organiser.

Disciplinary rules apply to minors in sport. In *Kemee v UOI*¹⁰⁴ minors who were state and national level chess players allegedly created nuisance and used derogatory language against officers of the state chess federation. The players were suspended for two years during pendency of the suit against them. The High Court of Himachal Pradesh observed that a broader outlook was warranted by the state federation in

⁹⁹ *Ibid.*, para. 24. The National Code Against Age Frauds was adopted by Sports by the Ministry of Youth Affairs and Sports. This Code permits a method of assessing age through skeletal maturity of players to ensure competitiveness through a level playing field (consistent with the TW-3 test used for determining age).

¹⁰⁰ *Yash Sehrawat v Board of Control for Cricket in India (BCCI)* LNIND 2013 DEL 1736 (India) (*‘Yash Sehrawat v BCCI’*).

¹⁰¹ Under the Juvenile Justice (Care and Protection of Children) Act 2000 (India) (*‘Juvenile Justice Act’*, now repealed) read with Rule 12(3), Juvenile Justice (Care & Protection of Children) Rules 2007 (India) [now repealed], the Central Government listed specific documents as evidence of age. The High Court of Delhi observed that the BCCI had undermined the credibility of documentary proof by assuming such evidence was falsified without assessing its genuineness and resting its decision solely on the outcome of the TW-3 test provided by its sporting rules. It held that documentary evidence should be considered if a minor is found ineligible under the TW-3 test.

¹⁰² *Board of Control for Cricket in India (BCCI) v Cricket Association of Bihar* LNIND 2015 SC 49 (India) (*‘BCCI v Cricket Association of Bihar’*).

¹⁰³ *Ibid.*, paras. 48–49.

¹⁰⁴ *Kemee v Union of India (UOI)* 2019 Indlaw HP 1488 (India) (*‘Kemee v UOI’*).

such matters. It noted that indiscipline could not be tolerated under federations rules and may result in sanction but the inability of minors to participate in chess tournaments for two years was enough for the matter to rest and for suspension to be lifted.

National and state sport federations establish rules that govern what participants in a sport can (and cannot) do. By participating in a sport, all players (including minors) consent to rules formulated by these federations. The High Court of Bombay has found federations to have 'monopolistic status' and.

“[w]ithout the approval of the Federation, no-one in India can play in any recognised tournaments or even represent India abroad in any of the tournaments”.¹⁰⁵

In some instances, rules of private sporting bodies like the BCCI and tennis associations have been referred as “laws”.¹⁰⁶ India allows the application of such rules, regardless of intention to create legal relations since the rules apply without any existence of a contract. On the other hand, in Australia if the rule-making body is an unincorporated voluntary association in amateur sports, courts are reluctant to find a contract between the sports association and an athlete due to the absence of a clear positive indication from the sporting association to create legal relations for an enforceable contract.¹⁰⁷ However, if the rule making body has a monopoly over an athlete's right to participate in a sport and takes disciplinary action, the courts are likely to find that parties intended to enter a legally enforceable contract.¹⁰⁸

In Australia and the UK, if a minor is aggrieved with a contractual matter, the recourse available is easier to obtain. The minor can file a civil suit. With non-existence of their contract in India and limitations on forming arrangements with federation or professional sporting bodies, it follows that minors have limited recourse to challenge decisions of these organisations, and instead, rely on internal dispute resolution procedures. Occasionally, a minor athlete may seek redressal from sporting rules or codes by invoking the court's writ jurisdiction under constitutional law, claiming sporting rules violate their constitutional rights.¹⁰⁹

Constitutional writs are perceived as time consuming and confined to a narrow scope of cases or relief (see Rigozzi et al. 2003).¹¹⁰ To qualify for meeting the writ jurisdiction, the minor needs to prove that the sporting organisation is either a state or performs a public function. While sport federations have been found to fall within the writ jurisdiction of Indian courts due their monopolistic control and public function, it may be difficult for a minor to bring legal action against private leagues not

¹⁰⁵ *Sheri Rusi Crawford v Mumbai City Table Tennis Association*, para. 22.

¹⁰⁶ *Sheri Rusi Crawford v Mumbai City Table Tennis Association*, paras 13–15.

¹⁰⁷ *Cameron v Hogan* (1934) 51 CLR 358 (Australia) cited in Sullivan (2010: 5).

¹⁰⁸ *Rush v WA Amateur Football Club Inc* [2001] WASC 154 (Australia) cited in Sullivan (2010:7).

¹⁰⁹ Often, minors seek a writ against the sporting organisation for violating Art. 14 of the Indian Constitution guaranteeing them equality and equal protection of the law under Art. 32 or 226 from the Supreme Court or High Court, respectively.

¹¹⁰ It should be noted that athletes (including minors) across the world have access to domestic courts if they allege that their human rights have been violated. In Europe, the European Court of Human Rights is another forum often used by athletes who have accused sporting bodies, including WADA.

found to carry a public function.¹¹¹ The writ jurisdiction primarily allows for an arbitrary rule or decision of the sporting organisation to be set aside but may not provide relief for damages or specific performance available under contract law. Often a contention raised by sporting organisations is the inapplicability of the court's writ jurisdiction on them that further complicates the process.

The Global Conundrum of Anti-Doping Rules

Some sporting rules are long and complex. They include provisions with legal implications such as the NADA Rules¹¹² and the WADA Code,¹¹³ which are more than fifty and hundred pages, respectively. These regulations do not appear to be written in plain language suitable for minors to understand. Similar anti-doping rules are applicable to minors in Australia, India and the UK.

In Australia, the WADA Code is applied nationally through legislation.¹¹⁴ While, India and the UK have embedded it through anti-doping rules instead of adopting the legislative pathway.¹¹⁵ The WADA Code, NADA Rules and relevant national anti-doping rules are applicable to numerous stakeholders, including national sport federations, athletes and athlete support personnel.¹¹⁶ Even though minor athletes do not enter a contract directly with WADA or NADA by signing the WADA Code or NADA Rules, they are bound by them indirectly when they consent to participate in the sporting activity and are taken to have “agreed to and be bound by these Anti-Doping Rules, and to have submitted to the authority of NADA to enforce these Anti-Doping Rules, including any Consequences for the breach thereof”.¹¹⁷

The WADA Code and NADA Rules assume that minors are capable of providing consent, including consent to the dope-testing regime, consequences of non-compliance and mandatory arbitration framework set up under the WADA Code. As such, minor athletes are bound by the complex legal nuances of the anti-doping regulations by virtue of their participation in a recognised sport.

Apart from being bound by sporting rules, the WADA Code places certain responsibilities on minor athletes by requiring them to be “... knowledgeable of and comply with all applicable anti-doping policies and rules adopted pursuant to the [WADA] Code ...”¹¹⁸ and to “... be available for Sample collection at all times.”¹¹⁹ Minor athletes are also responsible for ensuring any medical treatment received does not violate anti-doping rules and the WADA Code. The stringency of responsibility

¹¹¹ See e.g., *Zee Telefilms Ltd. v Union India* (2005) 4 SCC 649 (India) (cricket), *Sheri Rusi Crawford v Mumbai City Table Tennis Association* (table tennis); *Kerala Football Association [KFA] v Dilsher LNIND 2018 KER 18652* (India) (football).

¹¹² National Anti-Doping Rules 2021 ('NADA Rules').

¹¹³ World Anti-Doping Code 2021 ('WADA Code').

¹¹⁴ Australian Sports Anti-Doping Authority Act 2006 (Cth).

¹¹⁵ See e.g., NADA Rules; 2021 UK Anti-Doping Rules (UK).

¹¹⁶ See e.g., WADA Code, p. 17 and NADA Rules, p. 4.

¹¹⁷ NADA Rules - 'Scope of these Anti-Doping Rules', p. 4.

¹¹⁸ Article 21.1.1, WADA Code.

¹¹⁹ Article 21.1.2, WADA Code.

on such athletes extends to a requirement on them to inform medical practitioners about their (minor athlete's) obligation not to use prohibited substances.¹²⁰

Due to athletic responsibilities and the binding nature of sporting rules, a sixteen-year-old Indian tennis player was recently suspended by the National Anti-Doping Agency (NADA) for testing positive to a banned substance during an in-competition test (Press Trust of India 2019). The suspension was eventually lifted after NADA was convinced that the minor unknowingly ingested the substance contained in a medicine (Mumbai Mirror 2019). However, the case highlights that minors are bound by anti-doping rules endorsed by the Indian government, applicable to all athletes. An analogy can be drawn with the case of Andreea Raducan, where a sixteen-year-old gymnast was stripped of her gold medal for failing a dope test.¹²¹ She allegedly ingested two Nurofen tablets for headache and a running nose prescribed by her medical practitioner. The Court of Arbitration for Sport stated that it had jurisdiction to try and decide the matter on the basis of an entry form signed by the gymnast where she “agree[d] to comply with the Olympic Movement Anti-Doping Code in force at the time of the Olympic Games”.¹²² Doping is a strict liability offence and mere presence of a prohibited substance was sufficient to hold the minor at fault.

Personal circumstances such as intention, age, or lack of competitive advantage received by the minor are not required to prove liability for a doping violation (although these might be mitigating factors in reducing the sanction). Such decisions run counter to the stringent protection offered by law in Australia, India and the UK. Accordingly, minors are being bound by contract-like arrangements, being subject to anti-doping tests should they wish to play sport and awarded stringent sanctions, similar to adults without regard to age. Although, under the recent amendments to the WADA Code, minors are typically considered “protected persons” and may receive a reduced sanction for a doping violation (Kambhampati & Star 2021),¹²³ nevertheless, they are strictly liable for any violation of the rules. In such circumstances, the issue of procedural fairness is particularly important (Star & Kelly 2021).

It could be argued that sporting rules like the WADA Code are akin to contracts that bind minors but without the minor's direct acceptance. At least in the contractual space, privity of contract comes to the rescue to save a person from an obligation that was not accepted by them, but no such respite is seen for sporting rules. In fact, contractual breaches may be perceived less severe than strict liability of sporting rules where minors have been suspended or stripped of medals without knowledge or intention to ingest prohibited substances that violated the sporting rules. If protecting minors is the fundamental principle of law, there is an imbalance between sporting rules and statutory regulations that expose minors to harsh consequences

¹²⁰ Article 21.1.4, WADA Code.

¹²¹ *Andreea Raducan v International Olympic Committee (IOC)*, Court of Arbitration for Sport, Arbitration CAS ad hoc Division (O.G. Sydney) 00/011, award of 28 September 2000).

¹²² *Ibid.*, p. 4.

¹²³ Article 10.3, WADA Code. Note that a “protected person” includes an athlete under the age of 16, or an athlete under the age of 18 who is not included in any registered testing pool and has never competed in an international event in an open category.

or recognise their ability to work as child artists, on one hand, and contract law, on the other, that holds minors need protection from making decisions they are legally incapable of understanding and as a consequence, they cannot enter contracts.

General Application for Minors in Sport and Entertainment

The business of sport and entertainment has evolved into a global industry. Child actors and young athletes are an important part of the sport and entertainment ecosystem. Even though, sporting rules present complex challenges, many, envisage welfare measures protecting players. However, in emerging sports with little or no rules, minors are left vulnerable if their contracts containing consumer protection and athlete welfare clauses are not recognised by jurisdictions due to legal incapacity (See e.g., Kelly et al. 2021; Derrington et al. 2021: 302–332). For instance, esports has become popular with younger demographics (Star and Bakshi, 2021). Due to the lack of a global governing body (Kelly et al. 2021), esports players can only rely on the protection afforded by domestic legislation and common law.

In Australia and the UK, youth engaged in esports tournaments can form professional service contracts and claim contractual protection whereas in India, such contracts would not be recognised under general contract law. In practice, guardians of esports players are likely to sign contracts in India and if such contracts are in the nature of service contracts, they will be void by application of the *Cine Star* case, although, they may receive validity under personal law. Other options are to demonstrate e-sports arrangements as apprenticeships or necessities which may not be easy to prove as e-sports is not recognised as a designated or optional trade for the purpose of apprenticeships in India; nor could it be claimed as a necessary. As such, there is very little protection available to minor esports players or teams seeking to retain them in India unless they bring their case under an exception. Similar concerns of contracts rendered *void ab initio* emerge for the other party when minors accept terms and services on e-commerce websites and social media (See e.g., Gangwar 2022).

With legal systems presenting different levels of protection for minors; private international governing bodies and sporting institutions have established their own sets of rules to protect minors. For instance, the international governing body for football, has established the FIFA Regulations on the Status and Transfers of Players (RSTP), prohibiting the international transfer of minors,¹²⁴ except in certain limited circumstances.¹²⁵ The RSTP were implemented by FIFA to prevent “... the exposure of young players to emotional and physical harm, financial exploitation, and human trafficking through engaging with football has been documented” (Yilmaz 2018: 15–28; Esson 2015: 1383–1397; Stafford et al., 2015: 121–137; Eliasson 2017: 470–496).

¹²⁴ Article 19(1), FIFA Regulations on the Status and Transfer of Players 2021.

¹²⁵ Ibid., Art. 19(2).

Applying Article 19 of the RSTP, a number of international clubs have been sanctioned by FIFA for violating international transfer rules for minors (for further reading, see e.g., Yilmaz 2018: 15–18).¹²⁶ Some form of professional service contracts with minors are recognised in jurisdictions like Australia and the UK but contracts with international clubs might not be permitted until the footballer reaches the age of majority. One reason could be strict rules on international transfers for minor footballers under FIFA's policies. In India, the question of professional service contracts with minors for purpose of international transfers does not arise.

Entering professional service contracts with sporting clubs or endorsement contracts with brands for receiving remuneration is available to minors in Australia and UK. These contracts are likely to be considered beneficial contracts of service, assuming their terms and conditions are not onerous for the athlete. However, in India, such contracts are unlikely to be valid- beneficial or not. Despite this, minors have commenced professional careers and endorsed brands in arrangements that would, ordinarily, be considered contracts had they been adults. For example, at the age of sixteen, Sachin Tendulkar endorsed Johnson & Johnson's, BAND-AID® product line (Hector & Mithel 2013; Dasgupta 2013). He also commenced his cricket career before reaching the age of majority. Minor sports players take the risk posed by the non-existence of service contracts by trusting the other party to fulfil their bargain. Contractual remedies may not be available to minors due to their lack of capacity that prevents contract formation and consequently, prevents the availability of contractual remedies. Further, quasi-contractual remedies similar to restitution may be availed by minors only where they have completed the brand endorsement or participated in the sporting event.

The rationale for a minor's incompetence to contract stems from the lack of understanding legal and other nuances in contract. Yet, the High Court of Bombay in *Sagar Prakash v BCCI* considered evidence that was "sufficient to indicate that the Petitioner [minor] had knowledge of these rules and the policy."¹²⁷ The WADA Code takes a step further by placing the responsibility on minor athletes to be knowledgeable about the anti-doping rules and ensure compliance personally and from medical practitioners treating them. If minors are capable of having knowledge that leads them to be bound by sporting rules and policies, it is an axiomatic anomaly for Indian courts to insist their contracts are non-existent by virtue of incapability of understanding legal nuances. It has been acknowledged that protecting minors is the aim of Indian law, but like other jurisdictions, strict liability of sporting rules applies where the defence to an allegation of doping is on the balance of probabilities equally for adults and minors (Kleiderman et al., 2020: 179–187).

The current contractual regime in India tips the balance away from minors in *Sagar Prakash v BCCI* seeking to pursue cricket as a profession at an early age¹²⁸

¹²⁶ Examples include allegations against Manchester City (2019) and other franchises which were found to have violated rules with respect to international transfer of minors - Real Madrid (2015); FC Barcelona (2014); B. FC Midtjylland (2009); FC Cadiz (2005).

¹²⁷ *Sagar Prakash v BCCI*, para. 10.

¹²⁸ *Sagar Prakash v BCCI*, para. 5.

by rendering their service contract with sporting bodies- *void ab initio*. This means specific clauses on remuneration, health and sporting equipment, which may benefit a minor but, may not be classified as a necessity, are unenforceable. A conflict further arises in continuity of schooling endorsed by the Child Labour Rules that places a responsibility on the event or tournament organisers to ensure no child faces discontinuity in education or works more than 27 consecutive days beyond five hours a day.¹²⁹ There are serious concerns that if a minor ‘works’ in a sporting tournament for more than five hours the tournament organiser could be in violation of Child Labour Rules. In this background, there is a pressing need for India to consider reform. For instance, if a minor receives remuneration similar to junior sports players in Australia and the UK under a voidable contract, the minor could direct remuneration for building sporting skills, spending funds on better sporting equipment and taking care of family.

Concluding Remarks: Considering an Agenda for Reform

Indian contract law fails to acknowledge that minors participate in society, while the Child Labour Act and accompanying rules accept that minors work in the sports and entertainment industry. Rather, it has made it more onerous for minors to hold the other party to their promise and be bound by it, made it easier for the other party to renege their promise to the detriment of the minor, and made it harder for willing minors to enforce their promise, even if the arrangement was for their benefit.

Regardless of one’s views on the Privy Council’s decision, legislation, particularly in Indian employment law has sought to provide some welfare protection to minors that ‘beneficial contracts’ might have otherwise provided. Yet, welfare protections and minimum wages cover only a portion of the terms in a professional contract, whereas other important terms such as nature of the work, equipment and other specialised needs are not covered by legislation.

India’s deviation can be explained better through a historical journey of British India. Sir Henry Maine¹³⁰ (See Stokes 1887–1888: ix–xxviii) described the purpose of the ICA as enacting a code of substantive law based on English contractual principles but modified to accommodate the people of India (House of Commons UK 1867: 86). Apart from statutory interpretation in *Mohori Bibee* described by Pollock & Mulla as “their Lordships considered themselves free to act on their own view” (Pollock & Mulla 1909: 55), the deviation can be credited to its consistency with personal law.¹³¹ Commentaries on the ICA written after its enactment and before *Mohori Bibee* demonstrate that seeds for holding the non-existence of contracts with minors due to incapacity were sown much earlier than the Privy Council’s decision in 1903. A commentary from 1879 stated that under Hindu law, minors could not form contracts themselves nor have one entered for them unless authorised by law

¹²⁹ Rule 2C(1)(a) &(d) Child Labour Rules.

¹³⁰ Member of the Council of India credited with laying the groundwork for the ICA.

¹³¹ *Mohori Bibee*, p. 549–550.

out of legal necessity (Sutherland 1879). Similarly, under Islamic law, minors lacked capacity *sui juris* to undertake a contractual debt or engage in any non-beneficial transaction without a guardian's consent (Sutherland 1879: 17). A commentary published in 1874 had gone further to declare that English law differed from its Indian counterpart by holding contracts with minors as voidable while they were absolutely void in India (Macrae 1874: 16).

India follows *Mohori Bibee* to the book where restitution under sect. 64 ICA for voidable contracts and sect. 65 ICA for void contracts does not apply to minors due to the non-existence of their contract.¹³² On the other hand, Malaysia allows a minor to benefit from the remedy of restitution under sect. 66 Contracts Act, 1950 as seen in *Leha Binte Jusoh v Awang* where the Federal Court of Malaysia ('Federal Court') followed *Mohori Bibee* to hold contracts with minors, *void ab initio* but deviated on the issue of available remedies in a specific situation: where a minor enters an agreement of sale, pays the complete purchase price for the property and takes possession, the contract of sale is void. To find a constructive trust with administratrix of the deceased seller holding the property on behalf of the minor (beneficiary to the property) would amount to enforcing a *void ab initio* contract which was not tenable. Instead, without providing reasons, the administratrix of the seller's estate was ordered to repay the complete purchase price provided by the minor at the time of purchase pursuant to sect. 66 Contracts Act 1950 which is *pari materia* to sect. 65 ICA.

From the perspective of sports and entertainment, the Malaysian position resolves part of the problem. Even if India considers restitution as a potential remedy under sect. 65 ICA, it will apply when the minor has provided the other party with some benefit (executed agreements) rather than awaiting performance (executory arrangements). This is because under executory agreements, the minor will need to prove unjust enrichment by the other party through evidence that may not be easily available. Further sect. 70 ICA provides a quasi-contractual remedy where a person providing a non-gratuitous benefit to another can claim compensation or have the benefit returned. The law is still to develop appropriate remedies or recourse for executory service arrangements with minors on just and equitable grounds. In such a situation, there are two potential reformative actions to align India with practical realities of society. First, courts could reinterpret existing statutory provisions, and second, legislative reform can be adopted.

Adopt a Similar Approach to Australia and the UK

Apart from minors' contracts, it has been observed that India continues to follow traditional, albeit antiquated methods of interpretation to uphold validity of exemption clauses (Khanderia, 2022). As such, there is a growing need for the legislature

¹³² Since a contract with a minor does not exist, there is no contractual remedy such as restitution. See *Mohori Bibee*, p. 548: "It is sufficient to say that this section [sect. 65], like Section 64, starts from the basis of there being an agreement or contract between competent parties, and has no application to a case in which there never was, and never could have been, any contract."

and judiciary to take an interest in adopting interpretations in consonance with contemporary needs for different concepts under the ICA.

The interpretation in the UK and Australia aims to strike a balance between the interest of minors and the other contracting party (Shannon and Hunter, 2015:1190). With a view of protecting minors, contracts are voidable at their option allowing them to repudiate and exit the transaction. However, to prevent minors from declaring contracts void when a benefit is received from the other party, common law holds beneficial contracts for minors valid and enforceable. This was seen in *Doyle v White City Stadium* where a minor was not permitted to repudiate a contract if the benefit received was remuneration for making a living. The decision protected the financial interest of the other party. However, if contractual terms were harsh and not overall beneficial to the minor, as seen in *De Francesco v Barnum*, courts desisted from recognising the validity of such contracts and permitted the minor to repudiate.

By considering contracts with minors voidable unless beneficial to them, India would allow consistency with its employment and other legislations that are silent on the specific relation between an employer and a minor employee. Rather, these legislations presuppose the existence of such relations that can, at best, be explained through contract law. Further, voidable contracts provide scope to align contract law with sporting rules and the legal position in India prior to *Mohori Bibee*. It would also provide minors with recourse to contractual remedies, in addition to, constitutional writs.¹³³

Legislative Reform

Voidable contracts present challenges by tipping the balance in favour of the minor where a minor has the option to disaffirm the contract and decide not to be bound by it but the other party to the contract is bound when the contract is entered (Wolfe 1988: 145–146). There is no option for the other party to disaffirm.

In the United States, cases have arisen in the entertainment industry where minors availed the option to disaffirm the contract for a better opportunity, leaving behind a high cost of production (Shannon and Hunter, 2015: 1180–81). The USA brought into effect a slew of laws¹³⁴ (Krieg 2004: 434) to prevent minors from disaffirming contracts where courts had provided approval. There were primarily two areas where a minor could not disaffirm a contract: first, contracts for necessities, and second, sports and entertainment contracts including service as a dancer, actor,

¹³³ India could allow minors to claim damages for promised wages under executory contracts if the other party disaffirms the contract and for the other party, damages could be claimed for loss of work if the minor disaffirms the contract provided, damages are made available from the minor's property and not person.

¹³⁴ California Family Code and California Labor Code. The change came through shortfalls in common law to address rising concerns of parties taking the risk of contracting with minors. A film maker invests both finance and time to train the minor artists for the role and to publicise the film. The film maker stands to lose heavy investments in developing and marketing the motion picture, if a minor were to disaffirm the contract.

musician, singer, sportsperson and other activities if the contract had been approved by a superior court.¹³⁵ Prior to approval, the superior court would require establishment of a trust fund to safeguard the minor's income, a change (known as Coogan's Law) that was brought by the case of John Leslie Coogan (See e.g., Hibschman 1938; Ayalon 2013).¹³⁶

While India does not provide contractual recognition for arrangements with minors, the Child Labour Act and accompanying rules provide a framework similar to Coogan's Law.¹³⁷ Both the USA and India provide protection for a child's earnings under employment law. However, the protection is incomplete in India because if the agreement in relation to a minor's income is not recognised by law it will have no meaning should a dispute similar to *Cine Star* case arise.

Currently, there is concern in India about legal guardians spending the minor's income not set aside in a trust. For instance, Daisy Irani, a former child artist has expressed concerns over being forced to act mechanically (Verma 2016) being harmed by her well-connected guardian in the Indian film industry and a mother who "was hell-bent on making me [her] a star" (The News Minute 2018). In context of being able to retain her income as a child artist, Daisy Irani stated: "We were pushed into acting by our parents. By the time we grew aware of our predicament, our childhood was gone. We made a lot of money, but got none of it" (Jha 2012).

Recently, in *Dharma Productions v ACIT*,¹³⁸ the production house accepted that under the agreement with the 'star cast' that implicitly included minors, the star was obligated to accompany the film unit to outdoor locations for shootings and 'take along' any relative. Practical realities of cases like Daisy Irani put to test the theoretical argument raised in the *Cine Star* case that non-recognition of a minor's contract allows the minor to leave employment at any time without consequences.

It is clear that the current position under Indian law is inadequate. The judiciary and legislature in the UK, Australia and the USA have ensured that laws with respect to minors and contracts have evolved. India leans towards legislation to address infirmities with respect to minors, whether it is through the Child Labour Act and accompanying rules, Partnership Act or statutes on personal law. It would be more practical for India to reform the inadequacies that exist under the current laws through statutory reform. India is at an advantage in building effectiveness

¹³⁵ Sections 6710-6713 (Chapter 2) and Sections 6750-6753 (Chapter 3), California Family Code.

¹³⁶ This case involved a child actor who brought legal proceedings against his mother and stepfather for usurping earnings from his work in motion picture films as natural or legal guardians.

¹³⁷ Section 1308.9 California Labor Code states that establishment of a 'Coogan's Trust Account' is required prior to the Labor Commissioner providing written consent for employment of a minor under the specific category of contracts listed under chapter 3 of the California Family Code.

¹³⁸ *Dharma Productions Private Limited, Mumbai v Assistant Commissioner of Income Tax (ACIT), Mumbai* 2018 Indlaw ITAT 4744 ('*Dharma Productions v ACIT*'): Although an income tax case, the production house acknowledged that "in case your [star cast's] services are required outside Mumbai, you shall accompany the Unit to any outdoor location fixed by us" at [17]. Since contracts with minors are unenforceable, it raises concerns on minors facing vulnerability outside general contract law for tasks undertaken directly or through family members to accompany the film crew to outdoor locations but with little contractual recourse as service contracts entered by minors or their guardian are *void ab initio* according to the *Cine Star* case.

through a simple amendment and its enforcement under the ICA (See, e.g., Krieg 2004: 438). The ICA could be amended by clearly stipulating that minors' contracts are voidable at their option but in certain circumstances they could not disaffirm the contract without court approval. Amending the ICA, a central legislation, would accord greater transparency and uniformity in the system than enacting a statute in every state. In conclusion, given the lack of cohesion in recent jurisprudence on the validity of minor contracts, without legislative reform, the shortcomings of the current judicial interpretation of the ICA for failure to recognise service contracts involving minors, is likely to remain.

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