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A minor is not only exempted from personal arrest and detention in execution of money decree but that no decree can be passed against him on the basis of a contract entered into on his behalf by guardian in execution of which his general assets could be attached and sold. The Federal Court laid down the following principles on this point. (1) A guardian of a Hindu minor has no authority to impose a personal obligation upon the minor or his estate by an unconditional undertaking to pay a debt or loan not contracted for legal necessity or benefit of the minor. (2) A guardian, provided he is not an intruder on estate of the minor, can borrow money for the protection or benefit of the minor, so as to make minor's estate liable for the same but in such cases the creditor can have a decree against the estate of the infant only on the principle of subrogation to the right of indemnity or reimbursement which the guardian may have against the ward's estate. (3) The same principles are applicable to money borrowed on the security of negotiable instruments.

Section 68 of the Indian Contract Act provides an exception to the above. It is not clear from the language of Section 8 as to whether the above exception stands abrogated with respect to Hindu minors. But Section 8(2) of the Act provides that the guardian with the permission of the court can alienate the property belonging to the minor in order to meet his necessities, and hence the creditor can proceed against the estate of the minor after obtaining the permission of the court.

What are the necessities of a minor, is a question to be considered in the context of a reasonably good living, which include food, clothing, house, education and other essential needs of life. The necessities of a minor may

vary as per his needs, age and circumstances. Any debt taken for defending the rights of a minor or for the deposit of the arrears of land revenue will come within the expression “ legal necessity” and it will create a charge on his property. Under the old Hindu law conversion by the father did not deprive him of the right of guardianship but on mother’s conversion, all her rights of guardianship come to an end. Under the proviso to Section 6 it has been clearly provided that on conversion, the father, mother or the husband of the minor wife becomes disqualified to act as natural guardian. Similarly when the guardian renounces the world he becomes incompetent to exercise the powers of guardian.

Where the property of a minor is alienated by guardian who is neither natural nor a testamentary nor guardian appointed by the court the transaction would be void. Alienation by the aunt of the minor during the lifetime of the father of minor, although living separately, would be void. Separate living does not debar the father from acting as a natural guardian.