
(1913) 02 MAD CK 0006
In the Madras High Court

Rungarazu Sathurazu and Others

APPELLANT

Vs

Maddura Basappa

RESPONDENT

Date of Decision : 26-02-1913

Acts Referred:

Contract Act, 1872 — Section 247

Citation : (1913) 24 MLJ 363

Judgement

1. The question for decision in this appeal is whether the promissory note Ex. A executed in the plaintiff's favour when he was a minor is void so as

to disentitle him to institute a suit on it. The note was executed in consideration of cost paid by the plaintiff. Mr. Sarma on behalf of the appellant

relies on the decision of the Privy Council in Mohori Beebee v. Dharmadas Ghose ILR (1903) C. 539 where their Lordships held that a mortgage

executed by a minor was absolutely void and not merely voidable. This decision has been the subject of consideration in several subsequent cases

in India. In Navakoti Narayana Chetty v. Logalinga Chetti ILR (1909) M. 312 it was held by this Court that a transfer of property in favor of a

minor for an executed consideration would be valid when the transaction does not involve any promise on the part of the minor or any contractual

obligation incurred by him in consequence of the transfer. In Muniya Konan Vs. Perumal Konan and Others, also the court held that a transfer

creating only rights in favor of a minor and no promise on his part to fulfil any obligation, as the result of the transfer would be valid. Section 247 of

the Contract Act which enacts that a minor maybe admitted to the benefit of a partnership, also shows that this view is sound. Mr. Sarma contends

that a minor is incapable of accepting a promise made by another, and that a promise made in his favour even for an entirely executed

consideration and involving no obligation on him must therefore be held to be void. This argument cannot be accepted. The law does not regard a minor as incapable of accepting a benefit. Otherwise it would follow that a gift to a minor would be void, as a gift to be complete requires acceptance. See Section 122 of the Transfer of Property Act. But Section 127 shows that a minor may accept a gift. So also does a trustee require acceptance (Section 3 of the Trusts Act), and yet a minor may be a trustee (Section 10 of the Trusts Act). Section 247 of the Contract Act also shows that a minor may accept a share in a partnership, although he cannot be made personally liable for any obligations of the firm. There is no reason why the minor should not similarly be capable of accepting a promissory note. The note in this case is payable on demand. The plaintiff subjected himself to no detriment by accepting it. Reference was made to the judgment of this Court in C.R.P. 233 of 1911 on behalf of the appellant but the question did not arise for decision in that case and was not in fact decided. We hold that the suit is maintainable and dismiss the appeal with costs.