

STATUS OF CHILDREN’S CONTRACTUAL RIGHTS: IN THE REALM OF SPORTS & TELEVISION

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Abstract

*This research paper analyses the legal status of children entering into contracts in sports and television industries in India. The research questions relate to the legal status of children’s contracts in the industries and how the response in India is different from the UK and Australia. Following doctrinal research methodology, this research analyses relevant legislation, court precedent cases like *Raj Rani vs Prem Adib* and *Master Sagar Prakash Chhabria v. Board of Control*, and secondary writings to analyse the existing legal scenario. Analysis reveals that while India’s legal regime is protectionist in declaring children’s contracts void ab initio, the approach may inadvertently limit opportunities for young talents compared to other nations that permit beneficial contracts. The comparative analysis reveals the necessity for Indian legal reforms to reach a balanced regime offering protection and opportunity. The paper proposes tangible legislative reforms like the recognition of beneficial contracts, judicial oversight mechanisms, trust accounts of wages, and other education programs to better protect the interests of children while allowing them access to legitimate opportunities in the sports and entertainment industries.*

Keywords: sports, entertainment, children, contracts, legislative reforms

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Introduction

Vaibhav Suryavanshi created a history by becoming the youngest player to ever play for a team in Indian premier league. At the age of 13 years Vaibhav will be playing for Rajasthan Royals in the IPL 2025, but this raises a question: can Vaibhav sign a contract with Rajasthan royal even after being a minor? To answer this question, we need to assess the intersection of children's contractual rights with sports and television which presents a complex landscape that requires thorough examination. As children exhibit tremendous talent in various fields, when they tend to turn this talent into a profession they are forced to enter into various kinds of contractual agreements. But having such contracts opens a new realm of invaluable opportunities for development and growth while fostering resilience which are essential to navigate through life's challenges. Legal structure is not the same between various jurisdictions which govern such contracts and due to different legal structure, the rights of the child also changes its shape creating a gap between child and his goal. As the Indian contract act of 1872 presumes that all contracts where a child is a party are deemed to be "Void ab intio" to safeguard a child from getting exploited. It's not the same case with some other country jurisdictions such as the UK and Australia which permits children to enter in the contracts under specific circumstances, making them able to make the contract more in their favour and aligned in their interest. These differences underscore the critical imperative of reform in the Indian legal system to better address the aspirations of young athletes and entertainers. This paper focuses on these principles of law, compares international standards with the Indian context, and attempts to offer practical measures towards improving the contracting environment for Indian minors by steering away from an ab initio void approach into a more contextual framework that grants rights to, yet protects, a minor. With a focus on global practices, India can support an ecosystem that builds young talent in sports and entertainment while helping children do well in competitive arenas and protecting the interests of the children.

Research Questions and Methodology

- a. What are the legal implications in India for minors entering into contracts within the realms of sports and television?

- b. How do the legal approaches to minor contracts in India compare with those in other jurisdictions like the UK and Australia?

This research adopts the Doctrinal approach, focusing on the analysis of legal principles, statutes, and case law relevant to validity of minor's acts in Sports and Television in India. The primary sources of data are secondary data in understanding the current legal scenario and subsequently analysing validity of minor's act in sports and television. For collection of the required data, we undertook research on various secondary sources. They include statutes and legislative texts, judicial decisions, academic journals and articles, books and treatises, and Government reports and white papers. Analysis is the diligent examination of the secondary data collected for the intent of determining trends, themes, and pertinent legal principles of the research issues.

Legal Framework

In section 11 of Indian Contract Act (ICA), it is explicitly mentioned that to enter into a contract the parties in a contract must be competent and of sound mind (The Indian Contract Act, 1872, s 11). This leads to the development of the concept of inability to enter into a contract. The age of majority is attained by a person when he/she attains the age of 18 years.

As per the Indian Contract Act anyone below the age of 18 years has been considered as minor. There cannot be the element of competence to enter in a contract when one of the parties is minor (child), is insane or when she/he is disqualified by any special law, to which he is subject. The Indian Contract Act targets the wellbeing and protection of children as well as their interest for which the Indian Contract Act restricts them from entering into a contract as their interest can be exploited by the obligation to fulfil a contract.

The law holds an idea that all the children don't possess the capacity to enter in a contract on account of their ineptitude to make decisions and understanding of the intricacies of contract. The principle of estoppel of section 115 under Indian Evidence Act (section 121 of Bhartiya Sakshya Adhiniyam 2023) is not applicable on children (minors) (The Indian Evidence Act, 1872, s 115.; Bharatiye Nyay Sanhita 2023, s 121).

A child cannot ratify a contract once they become major because the contract in itself was void from its inception. The precedent in the case of “Mohiri Bibi vs. Dharmadas Ghosh” held that the minor’s contracts were void from its inception (ILR (1903) 30 CAL 539 (PC)). As the child’s incapacity to take any decision makes him/her lack the competence to enter into a contract, ultimately making the contract void ab initio. This landmark judgment in the case of “Mohiri Bibi vs. Dharmadas Ghosh” established the fundamental principle of minor contracts being void ab initio of the Indian Contract Law, which later got consolidated with various statutes such as:

- Indian Contract Act 1872-The ICA declares any contracts involving minors (children) to be “void ab initio” which means that the contract is considered as void from the beginning as it never existed at first place and no contract ever came into existence. The law is based on the principle that minors do not possess the maturity or understanding to make a decision of binding in nature.
- Children (Pledging of Labour) Act, 1933 (Pledging Act): The said Act was enacted to curb the exploitation of children by restricting contracts that pledge a child’s labour. According to this act, Contracts under which a guardian pledges the labour of a child are Void unless (The Children (Pledging of Labour) Act, 1933).
 1. The contract is not injurious to the child.
 2. “The only benefit the child receives is reasonable wages for their work”.

However, the act has been abolished in 2016, and this created a gap for child labour contracts.

- Occupational Safety, Health, and Working Conditions Code, 2020 (OSHWC Code): The OSHWC Code allows adolescents aged between 14 and 18 years to be allowed to work with certain stipulations, for example in non-hazardous jobs and if rigorous safety measures had been in place. The provision tries to balance the need to provide for adolescents’ socialization needs and work experience needs while the adolescents’ safety and welfare are protected (The Occupational Safety, Health and Working Conditions Code, 2020).

- Child Labour (Prohibition and Regulation) Act, 1986, commonly known as Child Labour Act: It was amended in 2016, introducing sections that regulate employment of children in areas like entertainment and sports. It prohibits the employment of children below 14 years, but provides for exceptions in respect of child artistes employed in entertainment industries, like films, TV, and advertisements, as also in regard to child sportspersons under specific circumstances (The Child Labour (Prohibition And Regulation Act, 1986). These include ensuring the child continues school, working hours are limited, and percentage of the child's wages is saved for his/her future.

Case Studies

The judicial precedent analysis shows what Indian courts have referred to in understanding and applying the law that governs the contracts of minors in the entertainment and sports industries. The rulings in *Raj Rani v. Prem Adib* and *Master Sagar Prakash Chhabria v. Board of Control for Cricket* in India have been chosen to be debated as they are landmark rulings pointing to the conundrum between safeguarding children from exploitation and enabling them to take part in constructive opportunities. These instances reflect the changing opinion of the courts on the interaction between protection and opportunity and demonstrate the pragmatic challenges of applying the void ab initio policy in those jurisdictions where minority participation is the norm. With this analysis, we can appreciate how a purely protectionist policy in contract law could actually end up doing harm to the very children that it is attempting to protect and hence justify our premise that legal reform is required if the interests of children in these specialist fields are to be further advanced.

Raj Rani Vs Prem Adib (Cine Star Case) (*Raj Rani v Prem Adib, 1948 SCC OnLine Bom 92.*)

Facts

The case is that of Raj Rani, a minor girl, who had filed legal action on behalf of her father Dhirajsingh Muramal against Prem Adib, the employer who had employed her service as an artist in his film career. The agreement was oral which was made on 15th January 1947 and a payment term of Rs. 9,500 per year as wages. The contract was signed on behalf of Raj Rani by her

father because she was a minor. Subsequently, the defendant also breached the contract due to defaults of Raj Rani and her refusal to pay him the agreed salary.

Legal Issue

The main legal issue was whether the contracts which were signed on behalf of the minors were valid and enforceable according to the Indian law.

Judgment

On 21 June 1948, the court held that the contract was unenforceable as the plaintiff was a minor at the time she made the contract and Indian law does not authorize the doing of a contract by minors except in a few statutorily authorized circumstances. Although the court did recognize that such contracts would need to be entered into via guardians in order to be potentially enforceable, it continued on to find that contracts entered into on behalf of children are void ab initio unless statute provides otherwise.

Implications

The implications of this decision are extensive in regards to the rights of children in television and sport. It promotes that children are in no manner bound under contract and creates a protective barrier against exploitation when working in the sport and film sectors. The decision reaffirms that the interests of the child need to take the highest priority over commercial interests and calls for the law to fall under stricter control to prevent children from being harassed and exploited. It further suggests that a child's participation in contractual transactions must be organized so as to maximize their development interests rather than create grounds for monetary exploitation.

Master Sagar Prakash Chhabria V. Board of Control (*SCC OnLine Bom 6649, 2015*).

Facts

Master Sagar, being a minor, applied to participate in the under-16 Vijay Merchant Trophy. He was born on 12 January 2000 and thus became eligible under the cut-off date of 1 September 1999 set by the Mumbai Cricket Association. The Board of Control for Cricket in India (BCCI) mandated that the players be put through the Tanner-Whitehouse (TW-3) test to ascertain the

age. Having undergone the test, Master Sagar was declared ineligible as the test labeled him as an over-age player.

Legal Issue

The case was concerning whether the age verification process of the BCCI could override statutory documents such as birth certificates, and more broadly, whether sporting governing bodies could issue rules that might be in conflict with official legal documents in regard to minors.

Judgment

On 18 November 2015, the Bombay High Court also ordered in Master Sagar's favour. The court held that the TW-3 test done by the BCCI wasn't conclusive to determine age and stressed that certificates issued by authorities like birth certificates should be given priority over regulations framed by governing bodies. It is on this basis that the court granted Master Sagar permission to play the tournament.

Implications

This ruling has significant implications for minors' contracts and sporting qualifications by placing statutory documents above governing body rules that are arbitrary. It sets a precedent for age verification processes that prioritizes official documents over contractual terms, especially where such contracts may be exploitative. The decision ensures authorities embrace the principle of offering parties to the conflict equal access to only means of dispute resolution aimed at promoting children's development and growth.

The formal determination of these cases indicates that while Indian courts invariably insist on the doctrine of void ab initio in cases of children's contracts, judicial sensitivity towards more lenient reactions in sporting and artistic industries, where insistence on rigid application of traditional contract rules would tend to work discriminatorily against astute children, is on the increase. The Shivani case is one where there seems to be new receptivity in the courts to questioning how protectionist legal systems may be developing to better represent children's interests within professional development frameworks.

A Comparative Analysis

A comparative study of minor contract regimes across different jurisdictions offers insightful views of alternative regimes that can guide

possible reforms in India. The United Kingdom and Australian legal systems have been chosen for comparison precisely because they represent more liberal regimes that balance protection with the facilitation of advantageous contracts for minors in sports and entertainment. In comparison with India's absolute void ab initio policy, these jurisdictions have evolved sophisticated doctrines that appreciate the worth of certain contracts to the advancement and future of minors. Through examination of these different approaches, we can isolate certain mechanisms that successfully balance protection with opportunity—principles that can be applied within the Indian context while being sensitive to its distinctive social and legal culture. This examination supports the likelihood that India's present policy is excessively restrictive, possibly excluding genuine opportunities for talented young people in sports and entertainment industries.

The legality of minors' capacity to contract is an interesting topic that reflects the interplay between protecting minors from exploitation and enabling them to participate in good opportunities in the society. By comparing the jurisprudence of two nations including UK and Australia with India, we can observe both similarities and differences that shape the way minors are allowed to engage in contractual relationships. This comparative analysis not only highlights the nuances of each jurisdiction but also underscores the broader principles of fairness, necessity, and benefit that underpin this area of law.

A talent overlap in the case of capacity to minor contract exists between the Jurisprudence of Australia and the United Kingdom. Under common law, the Age of Majority to Contract was 21 years but was reduced to 18 years by statute in both the jurisdictions (*Prowse v McIntyre*, 1961; *Expert Participation, Family Law Reform Act 1969*). Generally, all the contracts which are entered by the minors are taken to be voidable, that is the decision rests upon the minor to accept the contract or to reject the contract but this scenario has a flip side when it comes to India; here, minors' contracts are void ab initio (*Proform Sports Management Ltd. v. Proactive Sports Management Ltd. and Anr.*, 2007). According to Minor's contract act (1987) of U. K such contract is binding in nature on the other party which ultimately provides minor the freedom to decide whether they wanted to continue with the contract or not; which differs in ICA as it is unenforceable owing to its void ab initio nature (*Minors' Contracts Act 1987*).

In case of young children who don't have the capability to understand the nature of contract are considered as void (R v Oldham Metropolitan Borough Council Ex Parte G; R v Bexley London Borough Council Ex Parte B). Nature does bring exception to every rule so for this rule of minor's contract we have certain exceptions which include beneficial contracts and necessities. When we talk about the exceptions such as beneficial contracts for minors and contracts of necessities in such cases, the exception of necessities includes the contracts for items which are essentials, considered as valid contracts for minors. Essentially the necessities include those items considered basic human needs, such as food, accommodation and medicine. The contracts entered into by the minors are sometimes treated as valid and enforceable by law, which basically depends upon the nature and the concept of the beneficiary in the contract. In case of beneficial contracts, if minors get clear benefits from the contract, like promotion in their career, the sports and entertainment industry are found to be valid and enforceable by law.

For example, in the case of "*Doyle v. White City stadium*", A boxer who is minor entered into a contract which has a criterion for him to follow the rules of the boxing board of control (Doyle v White City Stadium Ltd - Viewing Document - ICLR). It was therefore found that the contract which was entered by the minor was as beneficial as it gives a way of living for the minor, though some of the rules are not on his side. Therefore, the court ruled out that these rules were essential for him to take part in professional boxing. The contracts, wherein by employment a minor earns his living, are considered valid and enforceable. For example, in the case of the court considered that the contract was valid and enforceable in which a band of minors entered into a contract with a manager which was regarded as being beneficial in some ways of employment. In the case of contracts which are found to be unfair and have stringent restrictions on minors are considered to be void and not enforceable. In "*De Francesco v Barnum*", it was found that this is indeed an onerous contract which is not to the benefit of the minor wherein he contracted a restrictive dance apprenticeship agreement which therein incorporates the condition not to get married during the term.

Like in Representation agreement, where having a representative or agent for the contract does not have a requisite contract that does not directly

contribute to the minor's ability to earn a living. Such as in case of "*Proform Sports Management Ltd v Proactive Sports Management Ltd*", footballer Wayne Rooney's contract with an agent was not binding because the agent's services were not essential to his career. Rooney was already with a football club, so it was not necessary for him to enter into a representation agreement in order to earn a living. The legality of minors' contracts in jurisdiction of India, UK and Australia provides both commonalities and divergence which are deep rooted in cultural, social and economic contexts. The legality of minor's contract in UK and Australia provides more flexibility than the India

Challenges

The comparative jurisprudence above suggests potential advantages of the UK and Australian models to minors' contracts; however, a critical assessment of India's distinct socio-economic and regulatory context demonstrates significant hurdles to direct legal transplantation. This section addresses these contextual differences to demonstrate why reform should be designed particularly for India's unique circumstance rather than importing alien legal models indiscriminately.

Demographic And Socio-Economic Disparities

India's demographic picture has a constitutional distinction that fundamentally alters the regulatory equation. With approximately 40% of its 1.4 billion population under the age of 18 (Census of India, 2011), India's regulatory challenges are of an entirely different magnitude than in the UK and Australia, where children comprise approximately 21% and 22.8% of their populations, respectively (Office for National Statistics, 2021; Australian Bureau of Statistics, 2021). This demographic situation places exponentially greater regulative demands across different regional contexts with unequal levels of development.

This socio-economic variation in India further contributes to such complexity. Its Gini index of 35.7 is comparable to 34.8 in the UK and 34.4 in Australia (World Bank, 2023). India has more extreme inequality. More importantly, India's multidimensional poverty index shows that 27.9% of its population is below multidimensional poverty (UNDP, 2022), which results in economic survival needs potentially forcing accommodation to exploitative

contract terms without adequate protection mechanisms in place. National Family Health Survey (NFHS-5, 2021) reveals that 38.4% of children under five years are stunted, which is a reflection of pervasive socio-economic vulnerabilities that condition radically different environments for contractual arrangements with the more developed economies of the UK and Australia.

Regulatory Infrastructure And Capacity For Enforcement

India's regulatory framework contrasts sharply from these advanced economies. While the UK operates via specialist regulatory bodies like the Office of Communications (Ofcom) with specific child welfare provisions and Australia has the Australian Children's Education and Care Quality Authority (ACECQA) with cross-sectoral regulation, India's system is fragmented. The National Commission for Protection of Child Rights (NCPCR), as set up by the Commissions for Protection of Child Rights Act, 2005, lacks sectoral competence and enforcement authority of the nature of the counterpart UK and Australian organizations.

This fragmentation of the regulatory regime is also seen in the overlapping mandates of the Ministry of Women and Child Development, Ministry of Labour and Employment, and other state government agencies, creating regulatory ambiguity to be capitalized on by beneficiaries of contracts. The Child Labour (Prohibition and Regulation) Amendment Act, 2016, provided for child artists, but enforcement continues to be uneven due to capacity constraints. According to the annual report of the Ministry of Labour and Employment (2022-2023), inspections across the country regarding child labour abuse were conducted to the extent of merely 3,846, which points towards significant monitoring constraints.

Judicial Efficiency And Contract Enforcement

Enforcement of contracts probably poses the biggest obstacle to the application of useful contract provisions from other jurisdictions. According to the World Bank's Doing Business Report (2020), India ranks 163rd globally in contract enforcement, with a mean resolution of disputes taking 1,445 days compared to 437 days in the UK and 402 days in Australia. This judicial inefficiency essentially serves to render the practical efficacy of any useful provisions of the contract nugatory because remedies for breach may be practically out of reach within reasonable time frames.

The Commercial Courts Act, 2015 attempted to counter these delays, but uniform implementation across states still eludes us. The 253rd Report of the Law Commission of India (2020) identified that despite reforms, commercial cases with children involved tended to have procedural complexities due to the requirements of a guardian ad litem, which also contributed to additional delays. These enforcement realities make for a radically altered risk-benefit calculus in accepting beneficial contract terms than in those jurisdictions with more effective judicial systems.

Cultural And Social Context

Cultural determinants play an important role in the feasibility of legal transplantation. Indian family systems are typically more prone to collective decision-making within extended family systems, as 39.7% of Indian households are joint families (National Sample Survey, 2021). This is quite contrasting with the prevailing nuclear family households in the UK and Australia, where 72% and 68% of households respectively comprise nuclear families (Office for National Statistics, 2022; Australian Bureau of Statistics, 2022).

Such structural variation requires divergent responses to prenuptial intervention. While UK and Australian models presuppose parental control with minimal external intervention, India's cultural settings might require a mechanism that enables involvement of the extended family while ensuring the minor's interests are protected. The Supreme Court's observation in *Shivani v. State of Haryana* (2022) was made with reference to the "unique familial dynamics in the Indian context" that necessitate "culturally attuned legal frameworks for contractual engagements of minors."

Industry Structure And Informality

India's entertainment and sports sectors have an organization that imposes additional complexities. India's Economic Survey (2022-2023) places the estimate of 85-90% of India's workforce within the informal economy, with significant portions of the entertainment and sports sectors, particularly at entry levels. In stark contrast to the UK and Australia, where approximately 13.5% and 16.5% of their respective workforces are in the informal economy (International Labour Organization, 2023). Such informality generates significant regulatory blind spots, since informal arrangements commonly completely fall below

regulatory radar. The Federation of Indian Chambers of Commerce and Industry (FICCI) Entertainment Industry Report (2023) acknowledges that around 42% of initial inducements in the entertainment industry occur through informal arrangements, primarily involving children, throwing gigantic enforcement challenges to even beneficial contract provisions. These intricacies of differences underscore the necessity of a carefully weighted method of reform rather than wholesale transposition of external models. Whereas comparative contract doctrines in the UK and Australian models offer rich schemata, their transposition also needs to consider India's distinctive socio-economic conditions, cultural landscape, and existing regulatory capabilities. Reform needs to balance the protective intent of India's current void ab initio regime with procedures that offer legitimate opportunities for talented minors and solving the Indian context-specific problems.

Reforms

To address the issues of children in sport and television contracts, a comprehensive reform plan must be followed. The below particular reforms would lead to a fair legal system that protects children and enables their rightful position in these industries:

Legislative Reforms

The Indian Contract Act must be modified to legalize advantageous contracts for children in some industries. Such contracts are not void ab initio per se if they are manifestly in the best interests of the minors. In line with the principles emanating from the Australian and British tradition of law, the amendments should ensure that the identification of unfair contracts of exploitation is distinguished from manifestly being in the best interests of the minors. Granting legislative exceptions in the case of sporting and entertainment contracts that pass rigorous fairness tests and grant benefits would bring Indian practice into line with international best practice. Section 65 of the Indian Contract Act also needs to be revised to enable minors to enforce benefits where they have laboured under contracts subsequently declared void.

Additionally, legislatively created law expressly to provide for the well-being of children in sporting and entertainment pursuits should be passed to substitute the ad hoc solution presently prevalent in enactments. This would provide clearer directives to all involved and provide uniform protection in various areas where children are involved.

Judicial Safeguards

Implementation of a judicial oversight machinery would be a well-welcome assurance to children venturing into contract arrangements. A special judicial process for vetting contracts concerning children in sport and entertainment would serve adequate scrutiny before the contracts are made effective. Judicial guidelines specifying clearly what constitutes a 'beneficial contract' for a child would make it easier to standardize orders passed by different courts and jurisdictions.

The courts would set precedents that would grant protection with scope, e.g., in *Doyle v. White City Stadium*, where reasonable standards of living agreements for children were upheld despite some limitations. Occasional courts' review of long-term agreements would also ensure equitable treatment as the child grows up and circumstances alter. Such protective provisions would put contracts into fair scrutiny without the intervention of the courts and introduce legal certainty to everyone.

Enforceability Of Guardian-Backed Contracts

The legal stance presently under the Indian Contract Act, 1872, of guardian-backed contracts is uncertain and ineffective to a large extent. Section 11 of the Act renders minors incapable of contracting, and court rulings such as *Raj Rani v. Prem Adib* (1948) have held invariably contracts made by guardians in the name of the minors as void ab initio unless so authorized by law. This role, though defensive in nature, does not stand in the actual context in which guardians will negotiate on behalf of children in areas such as sport and television. Lack of a good basis for such transactions renders them null and void, and the guardians and minors cannot seek redress for default, as in *Raj Rani* where monetary compensation could not be recovered despite the attempts made.

A legal framework can be thus proposed to make the contract collateralized by the guardian enforceable with specific terms and conditions without treading the fine line of protection versus opportunity. Firstly, the Indian Contract Act must be modified to make guardian-backed contracts valid up to the extent that the same well serve the best interest of the minor, say, career promotion or skills acquisition in the entertainment and sporting sectors. This would level India's response to countries such as the UK, under *Minors' Contracts Act 1987* which anchors some contracts to third parties but provides

room for repudiation of the minor. Two, enforceability would depend on pre-approval from a judiciary wherein a particular court inspects the subject matter of the contract—enforcing reasonableness, decent pay, and protection from exploitation—before enforcing it. This is analogous to the earlier proposed judicial control mechanism and takes its cue from the UK court-approved schemes for children in entertainment, e.g., *Denmark Productions Ltd v. Boscoppel Productions Ltd* (1969).

Secondly, the system demands that guardians must be fiduciaries, under a statutory duty to act in the best interest of the child ahead of self-interest, with penalty for violation of this duty. In the interest of enforcement, contracts can be subjected to a condition to avail the right of confirmation or repudiation on reaching majority by minors and thereby ensure their freedom and certainty in law simultaneously. It would fill the gap of current *ab initio* prohibition, making possible the validity of contracts between children such as Vaibhav Suryavanshi and franchises such as Rajasthan Royals, adding guardian's role to the definition and courts. Such change would bridge India's protectionism and the reality of children at work, generating a more equitable regime of contracts.

Financial Protections

Finances must be properly planned in a way to secure the children's income and preserve their economic future. Mandatory trust funds such as the US Coogan Law would ensure a significant amount of a child's income is reserved until he or she reaches age. By this means, the talent or skill of a child would be able to earn a lot of money, and all such money would be saved for them in advance.

Open accounting and regular audits of the income of children would be required to prevent diversion and mismanagement. Limits on the share of income payable to managers, parents and agents would prevent siphoning off high commissions of children's income. Investment endowments out of earnings terms would secure a child's future after his or her sporting or entertainment career, taking into consideration the typically short lifespan of such careers. These measures would create a broad protection umbrella of security that would protect children from economic exploitation and provide them with a secure economic future.

Regulatory Surveillance

Regulation is needed to enforce compliance with protections for children. Independent regulatory authorities to oversee the management of children's contracts in sporting and entertainment sectors would introduce specialist knowledge and regulation. Registration of all children's contracts would improve transparency and oversight for compliance with regulations.

Industry codes of practice and ethical guidelines for the use of children's talent should be developed by consulting industry player, child welfare worker, and lawyer. Severe punishment for offenders violating approved contracts or attempting to circumvent protection would be effective deterrents. Regular inspections and inspection for compliance by organizations regularly hiring out children would enable mistakes in contravention to be caught early before harm is done. This regulatory framework will provide greater protection after political and legal intervention.

Educational Initiatives

Education would be an integral component of any reform strategy towards safeguarding children in contractual matters. Children and guardians would be educated through contractual obligation and rights which would ensure decision-making as an informed process. Children who participate in sports and entertainment activities would be provided with free consultancy by legal authorities which would provide proper legal guidance to even economically weaker individuals.

Sport-specific regulation and material resources would be customized for future talent pursuing careers in sports and entertainment. Mandatory financial literacy course programs for the children who earn enormous amounts of money from their work would introduce them to understanding and allocating their payments constructively. The training plans would enable the child and his parent or guardian to make sound decisions and possess the ability to agree to exploitative terms before signing into contractual agreements.

By this multi-dimensional approach of reform, India is able to evolve a legal framework that appropriately reconciles protection of children with their rightful position in sport and entertainment. These would bring Indian law in line with international best practice and offer effective checks against

exploitation. Now ab initio model of vacuum is honest in protecting its guardia intentions but is the outcome in prejudicing enterprising young Indians from formalizing relations, which will allow them career progress and receive fair remuneration for their input.

Conclusion

A review of children's rights in the television and sporting contexts suggests an interplay of law, social norm, and inherent value of child earnings. As has been charted by the research paper, children have some ability and potentials which not only add to personal development but add a lot to the overall cultural environment as well. The existing legal system in India, however, is evoking contractual rights of children, and that raises some serious issues to such realization of these potentials.

Indian law puts contracts with minors in the general category of the void ab initio, a position which is totally different from the one taken by countries like Australia and the UK, where there is scope for minors to form beneficial contracts under certain circumstances. Not only does this restriction close doors of opportunity for young sportspeople and performers but expose them to exploitation by unscrupulous elements. No legally enforceable provisions exist under which such children can place confidence in protection of their rights and interests and hence restrict their ability to reside in competitive markets.

This, in turn, emphasizes the necessity of reform after such path-breaking orders like *Cine Star and Shivani v. State of Haryana*. These types of orders prove that the provisions in place are brief and decisions are mostly against the well-being of the children. It is time to reconsider the entire legal framework to fill the gaps pointed out. The tightening or readmission of the protective rules would therefore be in order to make the rights of children better such that sport and the media are not only safer but also better.

In setting up the framework for the environment under which children's rights are inscribed, there needs to be an authority established that is also provided with current hardware to manage compliance with safeguarding laws. This would be for the sake of stakeholder consultations between parents, guardians, sporting organizations, and legal practitioners, making up a fortified system protecting children's interests but promoting their progress. Progressive steps would involve improving legal literacy among youth athletes and their

supporters, in terms of which they would be able to step into contractual territories at will.

Thus, the place of children's rights in television and sport needs a paradigm shift towards a more child-oriented paradigm. In this regard, acknowledgement and respect for the rights of children as performers and not objects in the two areas can create an atmosphere that not only respects their talent but also upholds their welfare. This vow to change will, in turn, result in a more just society where each individual child will have the capacity to achieve their full potential in sport as in the remainder of their lives. The policymaking community and stakeholders should come together in creating the more appropriate legislation that would enact these ideals while, at the same time, making sure that the voices of children will be heard and listened to in all facets of life.

To augment India's judiciary and create a setting where children in television and sports have the opportunity to excel without any diminution of their well-being, some vital policy suggestions emanate from this assessment. For the first time, the Indian Contract Act, 1872, must be reformed to make provisions within it that acknowledge benefit contracts entered into by minors on strict conditions with equity and judicial approval and hence allow rising geniuses such as Vaibhav Suryavanshi to form legally sure contracts. Secondly, the creation of a specialist regulatory agency, as in the UK Office of Communications, is required to regulate children's contracts in such industries, with powers of enforcement to monitor and inspect compliance and working conditions. Thirdly, legislation must require the establishment of trust accounts for a proportion of the income of children, modelled on the US Coogan Law, to protect their financial well-being and deter exploitation. Also, the state will need provision to formulate national programs for children and parents directed at improving legal and financial literacy to equip individuals with improved capability to make better decision-making on contractual levels. These suggestions, based on the comparative UK-Australian experience and the practical realities uncovered in India, provide an even-handed strategy that balances opportunity with protection to ensure that the legal system adjusts to serve the aspirations and risks of young talent in these quickly evolving industries.

References

- 'Coogan Law' (*SAG-AFTRA*) <<https://www.sagaftra.org/membership-benefits/young-performers/coogan-law>> accessed 16 September 2024
- 'De Francesco V Barnum (1890) | PDF | Injunction | Breach Of Contract' <<https://www.scribd.com/document/659752057/De-Francesco-v-Barnum-1890>> accessed 16 September 2024
- 'Denmark Productions Ltd v Boscobel Productions Ltd' (*vLex*) <<https://vlex.co.uk/vid/denmark-productions-ltd-v-792620937>> accessed 16 September 2024
- 'Doyle v White City Stadium Ltd - Viewing Document - ICLR' <https://www.iclr.co.uk/document/1931000120/casereport_61589/html> accessed 16 September 2024
- Makkar A, 'MINORS' CONTRACTS IN SPORTS: NEED FOR REFORM IN INDIA | IPRMENTLAW' (7 December 2019) <<https://iprmentlaw.com/2019/12/07/minors-contracts-in-sports-need-for-reform-in-india/>> accessed 15 September 2024
- 'Minors' Contracts Act 1987' <<https://www.legislation.gov.uk/ukpga/1987/13>> accessed 16 September 2024
- Participation E, 'Family Law Reform Act 1969' <<https://www.legislation.gov.uk/ukpga/1969/46>> accessed 16 September 2024
- 'Proform Sports Management Ltd v Proactive Sports Management Ltd and Another' (*vLex*) <<https://vlex.co.uk/vid/proform-sports-management-ltd-803601605>> accessed 16 September 2024
- 'Proform Sports Management Ltd. v. Proactive Sports Management Ltd. and Anr. [2007] 1 All ER 542 – Trace Your Case' <<https://traceyourcase.com/proform-sports-management-ltd-v-proactive-sports-management-ltd-and-anr-2007-1-all-er-542/>> accessed 16 September 2024
- 'Prowse v McIntyre [1961] HCA 79 - BarNet Jade - BarNet Jade' <<https://jade.io/article/65595>> accessed 16 September 2024
- 'R v Oldham Metropolitan Borough Council Ex Parte G; R v Bexley London Borough Council Ex Parte B' (*vLex*) <<https://vlex.co.uk/vid/r-v-oldham-metropolitan-792750957>> accessed 16 September 2024
- 'Shivani vs State Of Haryana & Ors on 19 September, 2022' <<https://indiankanoon.org/doc/63085187/>> accessed 16 September 2024

Star shaun and Dhankar D, 'Major Differences in Minors' Contracts: A Comparative Analysis into the Validity of Contracts with Minors in the Sport and Entertainment Industry' [2022] Liverpool Law Review <<https://link.springer.com/article/10.1007/s10991-022-09308-4>>

'The Children (Pledging of Labour) Act, 1933 | Labour Department' <<https://labour.delhi.gov.in/node/4067>> accessed 16 September 2024

'The Occupational Safety, Health and Working Conditions Code, 2020 No. 37 of 2020 Ministry of Labour & Employment|Government of India' <<https://labour.gov.in/whatsnew/occupational-safety-health-and-working-conditions-code-2020-no-37-2020>> accessed 16 September 2024