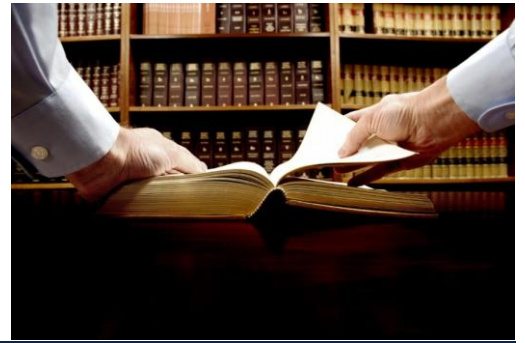


inBrief

**Legal Capacity, Minors, and Judicial Protection under the New UAE Civil Code**

By Chatura Randeniya, Mevan Bandara, Zahra Aziz, Ramsha Hayat and Razan Mohamed

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The UAE's new Civil Transactions Law (the **New Code**), came into force on 1 June 2026. The New Code makes a number of important changes to the law governing legal capacity, minority, and judicial protection. In particular, it lowers the age of majority, clarifies the age of discernment, expands the court's supervisory role in relation to management of property, and introduces clearer consequences for transactions entered into without court-ordered judicial assistance.

1. What has changed

The New Code refines the legal framework governing legal capacity and the protection of minors and persons requiring assistance. The New Code:

- reduces the age of majority to 18 Gregorian years (Article 84);
- clarifies that a person below seven Gregorian years lacks discernment, and expressly fixes the age of discernment by reference to the Gregorian calendar (Article 85);
- permits the court, after inquiry, to authorise a discerning minor who has completed 15 Gregorian years to manage all or part of his property, either absolutely or subject to conditions (Article 149); and
- expands the judicial assistance regime to cover not only certain sensory disabilities but also illness requiring assistance, and provides that a transaction requiring judicial assistance is voidable if concluded without such assistance after the assistance decision has been issued (Article 158).

2. What the position was before

The now repealed Civil Code (the **Old Civil Code**) contains the core rules on legal capacity, but in a less precise and coordinated manner.

Previously, the age of majority was 21 Hijri (lunar) years. Now, its 18 Gregorian years. While a Hijri year is approximately 10 to 11 days shorter than a Gregorian year, the substantive change is the reduction of the age of majority to 18 Gregorian years. The New Code also adopts Gregorian precision in relation to discernment: a child below seven was previously treated as lacking discernment, but the New Code now expressly fixes that threshold at seven Gregorian years.

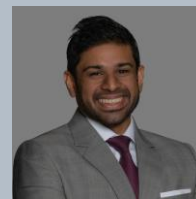
The Authors

Chatura Randeniya

Partner

crandeniya@afриди-angell.com

Chatura heads the dispute resolution practice at Afridi & Angell. He advises and represents clients in arbitration, DIFC Court litigation, and on-shore litigation. Chatura regularly advises clients in high value civil and commercial disputes, many of which have a cross-border element. He is admitted as Attorney-at-Law of the Supreme Court of Sri Lanka. He is a ranked practitioner by Chambers and Partners and Legal 500. Chatura is a Fellow of the Chartered Institute of Arbitrators (CIArb).



Mevan Bandara

Partner

mbandara@afриди-angell.com

Mevan practices in the firm's dispute resolution group. He advises and represents clients in arbitration, DIFC Court litigation and on-shore litigation. Mevan has represented clients in DIFC-LCIA, DIAC, ICC and ad hoc arbitrations seated in London, Dubai, Singapore and Sri Lanka. He specialises in cross-border disputes, tax, construction, banking, real estate, maritime and employment disputes. Mevan is a Legal 500 EMEA recognised practitioner.

Similarly, under the Old Civil Code, a minor who had completed 18 Hijri years could, with authorisation, take delivery of all or part of his property for management. The New Code lowers that threshold to 15 Gregorian years, but balances that reduction by requiring court inquiry, permitting partial or conditional authorisation, and expressly empowering the court to require accounts and revoke or restrict the authorisation where appropriate.

While contracts of management concerning a minor's property were recognised previously, the earlier provision did little more than state that such contracts were valid in accordance with the conditions determined by law. The New Code now identifies, in non-exhaustive terms, the types of contracts that are valid.

Finally, judicial assistance existed under the Old Civil Code, but in narrower terms. The earlier provision applied to persons unable to express their will due to specified conditions, and did not expressly state the consequence of a transaction concluded without the judicial assistant once assistance had been ordered. The New Code widens the class of protected persons and expressly provides that such a transaction is voidable if concluded without the court-ordered judicial assistance after the assistance decision has been issued.

3. Why the change matters

i. Contradicting certainty

These changes are not merely technical. They affect the threshold question of who can bind themselves contractually, and from what age.

The reduction of the age of majority to 18 Gregorian years and the express adoption of Gregorian thresholds for discernment bring the Civil Code into closer alignment with modern commercial practice and remove unnecessary uncertainty associated with older lunar-year formulations. In disputes involving younger contracting parties, age and capacity will now be assessed against a clearer and more familiar standard.

ii. Court supervision and controlled autonomy

The New Code does not simply liberalise the position of minors. It does so on a controlled basis.

Under Article 149, a discerning minor who has completed 15 Gregorian years may be authorised to manage all or part of his property, but only after the court has made the necessary inquiries.¹ The court may grant absolute or restricted authority, require accounts, and later revoke or restrict that authority if the circumstances warrant it. That is a more active supervisory model than before, and allows the court to make a determination on a case-by-case basis, rather than adopt a 'one size fits all' approach. It also allows minors to participate in financial decision-making from an early stage, but only within a judicially supervised framework.



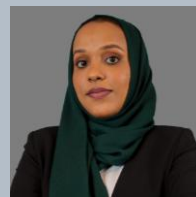
Zahra Aziz
Associate
zaziz@afриди-angell.com

Zahra specialises in dispute resolution, with a focus on international and domestic arbitration and litigation. She has experience handling a broad range of disputes, including those related to commercial, financial services, and shareholder issues. Her work involves supporting arbitration and litigation matters through detailed legal research and analysis.



Ramsha Hayat
Associate
rhatay@afриди-angell.com

Ramsha specialises in dispute resolution, with a focus on international and domestic arbitration. She has experience across a range of disputes, including construction, financial services, and shareholder matters. Her work includes supporting arbitral proceedings through in-depth legal research and analysis, contributing to expert reports, and advising on procedural strategy.



Razan Mohamed
Associate
razan@afриди-angell.com

Razan assists lawyers on a wide range of dispute resolution and commercial matters. She primarily assists the dispute resolution team in legal research, document classification, and document management and drafting. She also assists the corporate team in legal research.

¹ The New Code does not specify the nature of inquiries.

4. Practical takeaways

i. Do's

- verify age and capacity at the outset of the transaction, particularly where the contracting party is young or may be acting with limited authority;
- inquire, obtain, and review any guardianship, trusteeship, management authorisation, or judicial assistance orders before contracting;
- confirm that the transaction falls within the scope of any authority granted by the court or by law; and
- undertake a capacity analysis and document carefully the basis on which the transaction is being entered into.

ii. Don'ts

- assume that a minor or protected person has general authority to manage property without checking the terms of the relevant authorisation;
- treat transactions by persons of diminished or impaired capacity as immune from challenge merely because they were concluded formally; or
- overlook the possibility that a transaction may be voidable because judicial assistance was required but not obtained.

iii. Issues to watch in the courts

The following issues are likely to require clarification through case law:

- what factors and evidence the courts will consider in deciding whether to grant, restrict, or revoke a minor's authority to manage property;
- how broadly the courts will interpret the scope of court-granted management authorisation under Article 149;
- how narrowly or broadly the courts will interpret the distinction between ordinary acts of management and transactions requiring additional scrutiny or approval; and
- how the courts will approach transactions concluded without the participation of a judicial assistant after an assistance order has been made, including in cases where the transaction is challenged solely by reference to the absence of judicial assistance.

For businesses and their advisers, the practical message is clear. The New Code modernises the law on legal capacity, but does so by combining lower age thresholds with greater court supervision and clearer routes to challenge. Parties should therefore verify capacity, authority, and court-imposed limits with greater care before contracting. ■

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