**Maxims of Equity**

Maxims were originally quoted in Latin and based on some fundamental/basic principles of law. The maxims were not written down in an organized code or enacted by legislatures, but they have been handed down through generations of judges. As a result, the wording of a maxim may vary from case to case.
For example, it is a general rule that “Equity does not aid a party at fault”, this maxim has been variously expressed:

1. No one is entitled to the aid of a court of equity when that aid has become necessary through his or her own fault.

2. Equity does not relieve a person of the consequences of his or her own carelessness.

3. A court of equity will not assist a person in extricating himself or herself from the circumstances that he or she has created.

4. Equity will not grant relief from a self-created hardship.

The principles of equity and justice are universal in the common-law courts of the world. They are flexible principles aimed at achieving justice for both sides in each case. No maxim is ever absolute, but all of the principles must be weighed and fitted to the facts of an individual controversy. A rule does not apply when it would produce an unfair result.

**Maxim: 1**

***Equity will not suffer a wrong to be without a remedy***

Meaning

Where there is a right there is a remedy. This idea is expressed in the Latin Maxim “ubi jus ibi remedium”. It means that no wrong should go unredressed if it is capable of being remedied by courts. This maxim imports that where the common law confers a right, it gives also a remedy or right of action for interference with or infringement of that right. The basic of this maxim is that, when legal right of a person is infringed he is entitled to equitable remedy under the law. The maxim also states that, a person, whose right has been infringed, is entitled to enforce the infringed right through any actions before a court.

Calculation of damage

Remedy should be given according to the damages. Damages can be classified into 4 parts:

1. **Damnum sine injuria (damage without injury)** where there is an actual damage but no violation of legal rights, it can’t be remedied.
***Gloucester Grammar school case, 1410***Defendant was school teacher in plaintiff's school. Because of some dispute Defendant left plaintiff's school and started his own school. As defendant was very famous amongst students or his teaching, boys from plaintiff’s school left and joined to Defendants School. Plaintiff sued Defendant for monetary loss caused.
Defendant was not held liable. Compensation is no ground of action even though monetary loss in caused if no legal right is violated of anybody.
2. **Injury sine damno (injury without damage)** where there is no actual damage but a violation of legal rights exist, there is remedy.
***Ashby v White (1703)***

Mr Ashby was wrongfully prevented from exercising his vote at an election by a constable, Mr White. Interestingly, the candidate for whom Ashby wanted to give his vote had come out successful in the election. Still he brought an action claiming damages because his legal right of voting was infringed. In this case, court allowed the damages.

1. **Damnum cum injuria (both injury and damage)** Legal remedies allowed by the court.
2. **Neither damnum nor injuria (neither injury nor damage)** No legal remedies.

Application

1. Violation of right:
Where plaintiff’s legal right violates but he suffers from no loss. If A trespasses in B’s property but no damage is occurred and A brings the tort case in Court, since no loss is happened, so Court will award nominal damages because legal right of A is violated.
2. Where defendant holds evidence:
Any document which was lying with defendant and plaintiff was in need of it to present as evidence in Court but common law Court were unable to get it discovered. Equity Court was in such a position to help plaintiff in providing remedy.
3. Interest of mortgagor:
In a mortgage transaction the mortgagor agreed to pay the mortgage debt at a certain date and the mortgagee to re-convey the mortgage property to the mortgagor if his claim was paid by the due date. If the debt was not paid on or by the due date the property was forfeited to the mortgagee and the mortgagor was forever deprived of it although the value of property was much more than the debt in lieu of which it become absolutely vested in the mortgagee.
The mortgagor in such cases had no remedy at law to recover his property, as common law did not recognize any right in favour of the mortgagor in the property after the date of payment. Equity took different view. Equity Court held that intention of the mortgage was not to forfeit the property but it was just security of debt given. If the mortgagor paid his debt even after the fixed date, he was entitled to recover the property.
Therefore this maxim created the very important right known as the right of redemption or equity of redemption in favour of mortgagor.

1. Protection of the right of creditor:
This maxim applies in the cases where documentary evidence loses. Creditor holds the receipt of debt which debtor gives to creditor. Creditor keeps the receipt in his safe custody. But there may be a case where such receipt misplaces or destroys. Common law does not provide remedy in such a situation. Here equity provides remedy to aggrieved party such as creditor who has right of repayment. Since equity Court is Court of conscious therefore equity regards and keeps in view of facts rather than documents.
2. Enjoyment of Easement right:
Every person has a right to enjoy his rights within the limits which law prescribes. Owner of a certain land may construct home on his land, which may include window towards adjacent land. He enjoys air, light and right to way which is called Easement right. Other person may build his own home which may cause prevention in the enjoyment of such right which is remedied by equity.

Limitations:

1. Legal rights: Only violation of legal right is subject of equity. Principles of this maxim applies where breach of legal right is committed there equity provides sufficient remedy. Equity cannot provide remedy mere on breach of moral right.
2. Negligence of party:
Law helps those who help themselves. Law aids the vigilant and not the indolent. Plaintiff is as responsible to protect his right as courts are. Neither plaintiff has to destroy his evidence nor he has to allow others to destroy evidence. Where his negligence destroys evidence or he waives off his right, equity shall not provide remedy. Equity courts become unable where party destroys or let other party to be destroyed evidence in his own favor due to negligence.

Recognition:

i) The Trust Act

ii) Section 9 of The Code of Civil Procedure, 1908 (Courts to try all civil suits unless barred) entitles a civil court to entertain all kinds of suits unless they are prohibited.

iii) The Specific Relief Act, 1877- provides for equitable remedies like specific performance of contracts, injunction, and declaratory suits.