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Legal Maxims

Legal Maxims with their legal meaning, interpretation, important judicial pronouncements using this maxim as well as the relevant paragraph where it was mentioned in the said judicial pronouncement. Access the full text of the judgment for a deeper understanding.

Legal Maxim	Literal Meaning	Interpretation	Judicial Pronouncement	Relevant Paragraph
A fortiori.	From stronger.	An a fortiori argument is an "argument from a stronger reason", meaning that because one fact is true, that a second related and included fact must also be true. ***If something less likely is true, then something more likely will probably be true as well.***	People's Union for Civil Liberties and Ors. vs. Union of India (UOI) (16.12.2003 - SC): MANU/SC/1036/2003 (Judgment/MANU-SC-1036-2003.pdf)	**63**."**If the recording of confession by police is found to be necessary by Parliament and if it is in tune with the scheme of law, then an additional safeguard under Section 32(4) and (5) is *a fortiori* legal**. In our considered opinion the provision that requires producing such a person before the Magistrate is an additional safeguard. It gives that person an opportunity to rethink over his Confession."
Actori incumbit probatio.	On the plaintiff rests the proving.	The burden of proof is on the plaintiff.	Anguo Jiao v Authority (31.07.2003 - NZCA): MANU/NZCA/0228/2003	**23**."A Commission of the Institut de Droit International has this year stated the basic principle for international litigation in the same terms: The basic principle relating to evidence and proof is ***actori incumbit probatio, i.e. the claimant must prove the assertion of facts that he makes***. (Annuaire de Instituted Droit International - Session de Bruges Vol 70-1 (2003) 393)"

Damnum sine injuria.	Damage without legal injury.	***Damage*** in the sense of money, Loss of comfort , service , health etc. ***without infringement of a legal right*** / injury to legal right. It refers to injury which is being suffered by the plaintiff but there is no violation of any legal right of a person. It is not actionable in law even if the act so did was intentional and was done to cause injury to other but without infringing on the legal right of the person.	Pune Chapter of Cost Accountants vs. The Union of India and Ors. (01.04.2011 - BOMHC): MANU/MH/0507/2011 (Judgment/MANU-MH-0507-2011.pdf)	**7**."It is required to be noted that simply because the Petitioner might be affected in their income as some students may get themselves enrolled in newly opened chapter, however that itself is not a ground for striking down the decision of the competent body. It can be damnum sine injuria which means damage without legal injury. Apart from the same, the parent body after considering the material on record and need in the area has decided to open new chapter as per the recommendation of an expert professional body, the grievance made by a local chapter opposing such new chapter in the area is not justifiable at all."
Ut res magis valet quam pereat.	It is better for a thing to have effect than to be made void.	Liberal interpretations are to be made of deeds, so that the purpose may rather stand than fall; and every grant is to be taken most strongly against the grantor. A construction which reduces the statute to a futility has to be avoided. A statute or any enacting provision therein must be so construed as to make it effective and operative on the principle expressed in the maxim. A liberal construction should be put upon written instruments, so as to uphold them, if possible, and carry into effect the intention of the parties.	Ravindra Babu Shriwas and Ors. vs. State of U.P. and Ors. (06.12.2017 - ALLHC): MANU/UP/4533/2017 (Judgment/MANU-UP-4533-2017.pdf)	**20.**"A statute must be construed as a workable instrument. "Ut-res-magis-valet-quam-pereat" is a well known principle of law and on this principle the provision of a statute must be construed as to make it effective and operative. The Courts will reject that construction which will defeat the plain intention of the legislature even though, there may be some inexactitude in the language used. Reducing the legislation to futility shall be avoided and in a case where the intention of the legislature cannot be given effect to, the Court should accept the bolder construction for the purposes of bringing about an effective result."

Audi alteram partem.	Let the other side be heard as well.	No person should be judged without a fair hearing in which each party is given the opportunity to respond to the evidence against them.	Jan Mohd. vs. The State of Rajasthan and Ors. (12.05.1992 - RAJHC): MANU/RH/0014/1993	**30**."...promotion was granted to a particular person by the Chancellor as Principal and that order was executed and it was sought to be set aside by a later order. In those facts, it was held that although, the Chancellor has powers to revise that order but that should be done after affording an opportunity of being heard to the affected person. It was in this context that the provision as such was read down and in reading it down it was held that it includes the principle of audi alteram partem. Here, that is not the case. It is not a case of divesting rights, which revested."
Actus reus.	Guilty act	The act that proves criminal liability.	State of Rajasthan vs. Aanilal (16.12.1985 - RAJHC): MANU/RH/0785/1985	**11**. "The above bedrock necessarily introduce both, 'actus reus' and 'mens rea'. 'Actus reus' is an act or conduct, where state of mind on the part of the victim is required by the definition of the crime and, 'actus reus' means state of mind. If so, that state of mind is part of the 'actus reus and, if the prosecutions are unable to prove its existence, they must fail." **12**. "Mens rea may exist without 'actus reus' but, if there is no 'actus reus', there is no crime."

Actus non facit reum nisi mens sit rea.	An act does not make a man guilty, unless there be guilty intention.	An act does not make a defendant guilty without a guilty mind. In other words, "The act itself does not constitute guilt unless done with a guilty intent."	Abdul Sattar Ahmed Pagarkar vs. R.H. Mendsonsa and Ors. (20.02.2003 - BOMHC): MANU/MH/0053/2003	**7**. "Actus non facit reum nisi mens sit rea. The intention behind the acts is to be understood. In respect of the offences which are now in question, so far as the present matter is concerned, all offences need existence of an intention to commit an offence with dishonesty. These has to be dishonest intention of causing wrongful loss to the person aggrieved and wrongful gain to person who is to be the target of the investigation and resultant prosecution."
ad hominem.	At the person.	It is used to counter another argument. It is based on feelings of prejudice, rather than facts, reason, and logic. It is often a personal attack on someone's character or motive rather than an attempt to address the actual issue at hand.	Madras Bar Association vs. Union of India (UOI) (25.09.2014 - SC): MANU/SC/0875/2014	**22(ii). "**The power of the judicature, while the Constitution stood, could not be usurped or infringed by the executive or the legislature. Secondly, the Criminal Law (Special Provisions) Act, No. 1 of 1962, as well as, the Criminal Law Act, No. 31 of 1962 were aimed at individuals concerned in an abortive coup, and were not legislation effecting criminal law of general application. Although not every enactment ***ad hominem***, and ex post facto, necessarily infringed the judicial power, yet there was such infringement in the present case, by the above two Acts.**"**

Actus dei nemini facit injuriam.	The act of God causes injury to no one.	Storms, tempests, and the like, are acts of God, being inevitable accidents not caused by man. When an event is caused by the effect of nature without any human intervention, it is called 'an act of God.' ***No one is responsible for the inevitable accidents. The act of God prejudices no one.***	Sahib Transport Service, Sankarankoil vs. K. Balasubramaniam and Ors. (23.03.1967 - MADHC): MANU/TN/0146/1969	**11**."....Should the 'mischance' of the death coming a few hours later, extinguish the heritable right which the statute recognises in the permit? That is what follows from the appellant's contentions before us. But ***Actus Dei Nemini Facit Injuriam -- the act of God is prejudicial to no one.*** Once we take the view that there is no abatement of the proceeding and the right to secure renewal does not lapse with the death of the permit holder, the objection to the recognition of the successor in possession of the vehicles as the applicant for renewal falls to the ground."
Volenti non fit injuria.	No injury can be done to a willing person.	If a person voluntarily consents to an injury, he must bear the loss. One cannot claim damages for the injury he consented to.	National Insurance Company Ltd. vs. Kur Singh and Ors. (26.03.2007 - RAJHC): MANU/RH/0055/2007	**11.**"...that the tractor driver victim invited the incident himself by towing the heavier vehicle based in essence on the maxim ***volenti non fit injuria*** deserve to fail in this case in law as well as on facts. It may be noted that such kind of defence could have been raised only if the injuries arose out of a risk in respect of which the non-applicants did not owe any duty to the claimants, or in respect of which they had fulfilled such duty as they owed. In such a situation, the action for compensation would have failed whether or not the tractor driver ran the risk voluntarily, since the truck driver had done him no wrong at all."

Ubi jus ibi remedium.	There is no wrong without a remedy or where there is a legal right there is a remedy.	An action will lie for an injury although no actual damage be sustained.	Anita Kushwaha and Ors. vs. Pushap Sudan and Ors. (19.07.2016 - SC): MANU/SC/0797/2016 (Judgment/MANU-SC-0797-2016.pdf)	**14.** "These principles were over a period of time recognised in the form of Bill of Rights and Constitutions of various countries which acknowledged the Roman maxim **'Ubi Jus Ibi Remedium' i.e**. *every right when it is breached must be provided with a right to a remedy*. Judicial pronouncements have delved and elaborated on the concept of access to justice to include among other aspects the State's obligation to make available to all its citizens the means for a just and peaceful settlement of disputes between them as to their respective legal rights."

Omnia praesumuntur rite et dowee probetur in contrarium solenniter esse acta.	All the acts are presumed to have been done rightly and regularly.	When acts are of official nature and went through the process of scrutiny by official persons it is presumed that all things have been rightly ***and*** duly performed until it is proved to the contrary.	Gian Chand and Ors. vs. State of Haryana (23.07.2013 - SC): MANU/SC/0744/2013 (Judgment/MANU-SC-0744-2013.pdf)	**29.** "Section 114 of the Act 1872 gives rise to the presumption that every official act done by the police was regularly performed and such presumption requires rebuttal. The legal maxim ***omnia praesumuntur rite et dowee probetur in contrarium solenniter esse acta i.e., all the acts are presumed to have been done rightly and regularly***, applies. When acts are of official nature and went through the process of scrutiny by official persons, a presumption arises that the said acts have regularly been performed."

			Lumbini Baruah vs. Cotton College, Guwahati and Ors. (20.08.1996 - GUHC): MANU/GH/0015/1997	**12.** "In the instant case the application was duly processed and scrutinised and thereafter it passed through the Sub-Committee which recommended the case of the petitioner for admission after attaining its full satisfaction regarding the eligibility of the petitioner and thereafter the Dean only on being fully satisfied allowed the petitioner to be admitted in-the course. The Maxim **OMNIA PRAESUMUNTUR RITE ET DOWEE PROBETUR IN CONTRARIUM SOLENNITER ESSE ACTA**, i.e. ***All acts are presumed to have been done rightly and regularly***, applies. When acts are of official nature and went through the process of scrutiny by the official persons a presumption arises in favour of the performance of the An execution of an official act is presumed to rightly and duly performed until the contrary is proved. The official act is presumed to be done with honestly and discretion."

Nullus Commodum Capere Protect De Injuria Sua Propria.	No man can take advantage of his own wrong.	A party may not derive an advantage from its own unlawful acts.	Eureka Forbes Limited vs. Allahabad Bank and Ors. (03.05.2010 - SC): MANU/SC/0322/2010 (Judgment/MANU-SC-0322-2010.pdf)	**37.** "Maxim **Nullus commodum capere potest de injuria sua propria** has a clear mandate of law that, ***a person who by manipulation of a process frustrates the legal rights of others, should not be permitted to take advantage of his wrong or manipulations***. In the present case Respondent Nos. 2 & 3 and the appellant have acted together while disposing off the hypothecated goods, and now, they cannot be permitted to turn back to argue, that since the goods have been sold, liability cannot be fastened upon respondent Nos. 2 & 3 and in any case on the appellant."
Ex injuria jus non oritur.	Law (or right) does not arise from injustice.	A legal right or entitlement cannot arise from an unlawful act or omission. When a fact arises from an illegal or unlawful acts or omissions, it cannot form the basis of law or legal rights, even if it is public or prominent.	Devendra Kumar vs. State of Uttaranchal and Ors. (29.07.2013 - SC): MANU/SC/0772/2013 (Judgment/MANU-SC-0772-2013.pdf)	**23.** "More so, if the initial action is not in consonance with law, the subsequent conduct of a party cannot sanctify the same. "Subla Fundamento cedit opus" - a foundation being removed, the superstructure falls. ***A person having done wrong cannot take advantage of his own wrong and plead bar of any law to frustrate the lawful trial by a competent Court***. In such a case the legal maxim Nullus Commodum Capere Potest De Injuria Sua Propria applies. ***The persons violating the law cannot be permitted to urge that their offence cannot be subjected to inquiry, trial or investigation***. ***Nor can a person claim any right arising out of his own wrong doing***(***Juri Ex Injuria Non Oritur***)."

Fraus et jus nunquam cohabitant.	Fraud and justice never dwell together.	Fraud corrupts justice regardless of the good faith or just intentions.	United India Insurance Co. Ltd. vs. Rajendra Singh and Ors. (14.03.2000 - SC): MANU/SC/0180/2000 (Judgment/MANU-SC-0180-2000.pdf)	**3.** "***Fraud and justice never dwell together." (Franc et jus nunquam cohabitant)*** is a pristine maxim which has never lost its temper over all these centuries. Lord Denning observed in a language without equivocation that "no judgment of a Court, no order of a Minister can be allowed to stand if it has been obtained by fraud, for, fraud unravels everything" in Lazarus Estate Ltd. v. Beasley 1956 (1) QB 702."
Subla Fundamento cadit opus.	A foundation being removed, the superstructure falls.	If the initial action is not in conformity with law, all subsequent and consequential proceedings fall through for the reason that illegality strikes at the root of the entire event.	Zonal Manager, Life Insurance Corporation of India and Ors. vs. Shiv Kumar Sharma and Ors. (15.11.2007 - ALLHC): MANU/UP/1650/2007	**5.** "The Common Law doctrine of public policy can be enforced wherever an action affects/ offends public interest or where harmful result of permitting the injury to the public at large is evident. More so, if initial action is not in consonance with law, the subsequent conduct of a party cannot sanctify the same. ***"Subla Fundamento cedit opus"- a foundation being removed, the superstructure falls***. A person having done wrong cannot take advantage of his own wrong and plead bar of any law to frustrate the lawful trial by a competent court."

Ratio decidendi.	The reason for the decision.	It is a legal phrase which refers to the legal, moral, political and social principles used by a court to compose the ***rationale of a particular judgment***.	Janet Jeyapaul vs. SRM University and Ors. (15.12.2015 - SC): MANU/SC/1438/2015 (Judgment/MANU-SC-1438-2015.pdf)	**20.** "It is clear from reading of the ratio decidendi of judgment in Zee Telefilms Ltd. (supra) that firstly, it is held therein that the BCCI discharges public duties and secondly, an aggrieved party can, for this reason, seek a public law remedy against the BCCI Under Article 226 of the Constitution of India." **21.** "Applying the aforesaid principle of law to the facts of the case in hand, we are of the considered view that the Division Bench of the High Court erred in holding that Respondent No. 1 is not subjected to the writ jurisdiction of the High Court Under Article 226 of the Constitution."
Obiter dictum.	That which is said in passing.	An incidental statement. Specifically, in law, it refers to a passage in a ***judicial opinion which is not necessary for the decision*** of the case before the court. Such statements ***lack the force of precedent*** but may nevertheless be significant.	Director of Settlements, Andhra Pradesh and Ors. vs. M.R. Apparao and Ors. (20.03.2002 - SC): MANU/SC/0219/2002 (Judgment/MANU-SC-0219-2002.pdf)	**7.** "...To determine whether a decision has "declared law" it cannot be said to be a law when a point is disposed of on concession and what is binding is the principle underlying a decision. A judgment of the Court has to be read in the context of questions which arose for consideration in the case in which the judgment was delivered. An ***"obiter dictum"*** as distinguished from a ratio decidendi ***is an observation by the Court on a legal question suggested in a case before it but not arising in such manner as to require a decision***. Such an obiter may not have a binding precedent as the observation was unnecessary for the decision pronounced, but ***even though an obiter may not have a binding effect as a precedent, but it cannot be denied that it is of considerable weight...***"

Stare decisis et non quieta movere.	The standing of the decided and do not disturb the calm.	It is a legal doctrine that obligates courts to follow historical cases when making a ruling on a similar case. It ensures that ***cases with similar scenarios and facts are approached in the same way.*** Simply put, ***it binds courts to follow legal precedents set by previous decisions.***	Abhay Singh Chautala vs. C.B.I. (04.07.2011 - SC): MANU/SC/0715/2011 (Judgment/MANU-SC-0715-2011.pdf)	**24.** "There is one more reason, though not a major one, for not disturbing the law settled in Antulay's case (cited supra). That ***decision has stood the test of time for last over 25 years and it is trite that going as per the maxim stare decisis et non quieta movere, it would be better to stand by that decision and not to disturb what is settled***. This rule of interpretation was approved of by Lord Coke who suggested - "those things which have been so often adjudged ought to rest in peace"."
Non obstante verdicto.	Notwithstanding the verdict.	When a judge decides to set aside the final decision because she feels ***the verdict is not reasonably supported by the facts or the law.***	McLAUGHLIN Vs . FELLOWS GEAR SHAPER CO . (24 . 03 . 1986 - 3rd Circuit)	"As a parenthetical note, we point out that judgment n.o.v. literally means judgment ***non obstante verdicto***, or a judgment not withstanding the verdict rendered by the jury. Black's Law Dictionary, 5th ed. 1979. Plaintiffs, as verdict winners, had no reason to pursue such a remedy."
Noscitur a sociis.	The meaning of a word can be determined by the context of the sentence.	The meaning of a word is to be judged by the company it keeps.	Rohit Pulp and Paper Mills Ltd. vs. Collector of Central Excise, Baroda (26.04.1990 - SC): MANU/SC/0186/1991 (Judgment/MANU-SC-0186-1991.pdf)	12 "...Associated words take their meaning from one another under the doctrine of ***nosciture a sociis***, the philosophy of which is that the meaning of a doubtful word may be ascertained by reference to the meaning of words associated with it..."
nulla poena sine lege	Every criminal law has to fulfil all the qualifications.	A person should not be made to suffer penalty except for a clear breach of existing law.	Indore Development Authority vs. Manoharlal and Ors. (06.03.2020 - SC): MANU/SC/0300/2020 (Judgment/MANU-SC-0300-2020.pdf)	154 "The Rule that a person should not be held liable or punished for conduct not criminal when committed is fundamental and of long standing. It is reflected in the maxim *nullum crimen* ***nulla poena sine lege.***"

Pacta sund servanda.	Agreements must be followed.	The parties to an agreement must do their best to fulfill their obligations under it.	All Pakistan CNG Association vs. Pakistan State Oil Company Ltd. (17.04.2015 - HIPK): LEX/HIPK/0431/2015	3 "***Pacta Sunt Servanda***" which means that **agreements must be kept** provided that clauses of private contracts are the governing law between parties and they should be upheld as far as possible. Every intendment must be made to uphold the sanctity of the contract."
Pendente lite.	During litigation.	During the suit; while litigation continues.	Hiranya Bhusan Mukherjee and Ors. vs. Gouri Dutt Maharaj and Ors. (27.08.1942 - CALHC): MANU/WB/0078/1942	8 "***pendente lite*** neither party to the litigation can alienate the property in dispute so as to affect his opponent." During a litigation nothing new should be introduced - pendente lite nihil innovetur."
Caveat emptor.	Let the purchaser beware.	Used for saying that the person who buys something must take responsibility for the quality of goods that he or she is buying.	Jyoti Swaroop Arora vs. Tulip Infratech Ltd. and Ors. (03.02.2015 - CCI): MANU/CO/0006/2015	112. "It was further submitted that the usual practice wherein the **purchasers are made aware of all the applicable rules and regulations**, licenses, building plans etc. is at the stage of due diligence and it is at the purchasers' disposal to apprise themselves with all the details. This implied knowledge is reflected in the **principle of** law of contract referred to as the rule of ***caveat emptor***, meaning, **'let the buyer beware'**."

Per incuriam.	Through lack of care.	The rule of **per incuriam** can be applied where a ***court omits to consider a binding precedent*** of the same court or the superior court rendered ***on the same issue or*** where a court omits to consider ***any statute while deciding that issue.***	Siddharam Satlingappa Mhetre vs. State of Maharashtra and Ors. (02.12.2010 - SC): MANU/SC/1021/2010 (Judgment/MANU-SC-1021-2010.pdf)	**139.** "Now we deem it imperative to examine the issue of **per incuriam** raised by the learned Counsel for the parties. In Young v. Bristol Aeroplane Company Limited (1994) All ER 293 the House of Lords observed that ***'Incuria' literally means 'carelessness'***. In practice ***per incuriam appears to mean per ignoratium***. English courts have developed this principle in relaxation of the rule of stare decisis. The '***quotable in law' is avoided and ignored if it is rendered, 'in ignoratium of a statute or other binding authority'***. The same has been accepted, approved and adopted by this Court while interpreting Article 141of the Constitution which embodies the doctrine of precedents as a matter of law."
Prima facie.	On the face of it.	A matter that appears to be sufficiently based in the evidence as to be considered true.	Martin Burn Ltd. vs. R.N. Banerjee (20.09.1957 - SC): MANU/SC/0081/1957 (Judgment/MANU-SC-0081-1957.pdf)	**28.** "...A ***prima facie case does not mean a case proved to the hilt*** but a case which can be said to be established if the evidence which is led in support of the same were believed. While determining whether ***a prima facie case*** had been made out the relevant consideration ***is whether on the evidence led it was possible to arrive at the conclusion in question and not whether that was the only conclusion which could be arrived at on that evidence.***"

Prior tempore potior iure / lex posterior.	Earlier in time, stronger in law	He who is first in time, is stronger in claim. A legal principle that older laws take precedence over newer ones.	Pick 'n Pay Retailers (Pty) Ltd and Others v. Eayrs NO and Others (26.09.2011 - SASC): MANU/SASC/0050/2011	**47.** "The entitlement to keep the right of pre-emption in existence beyond 30 days had accordingly, in my view, not vested at the time when the Sale of Shares Agreement was concluded on 22 April 2010 and accordingly, on the application of the rule ***qui prior est tempore potior est iure the rights acquired by the [purchaser] are of greater force than those subsequently acquired by the [franchisor] in respect of the extended period.***"
Animus nocendi.	Intention to harm	It is the state of mind of the accused relating to the person's knowledge of the fact that he is committing a crime. That is, the person knows the law forbids the action, appreciates what the outcome of the action will be, and specifically intends to break the law. It is generally absent in the mentally ill and the minors.	Amir and Ors. vs. State of U.P. and Ors. (01.05.2019 - ALLHC): MANU/UP/1261/2019 (Judgment/MANU-UP-1261-2019.pdf)	**15.** "The applicants seems to be more vigilant about their discharge instead of complying with the directions of the Court given to them, time and again since July 2017. They are deliberately running out from participation in the criminal proceedings by adopting ***animus nocendi (subjective state of mind of the author of a crime, with reference to the exact knowledge of illegal content of his behaviour, and of its possible consequences)*** excavating technical illegal means from the provisions of the Code of Criminal Procedure under the Cr.P.C., and thus they do not deserve any sympathy from this Court."

Corpus delicti.	Body of the crime.	Concrete evidence of a crime, such as a corpse.	Sanjay Rajak vs. The State of Bihar (22.07.2019 - SC): MANU/SC/0942/2019 (Judgment/MANU-SC-0942-2019.pdf)	**9**. "It is not an invariable Rule of criminal jurisprudence that the failure of the police to recover the ***corpus delicti*** will render the prosecution case doubtful entitling the Accused to acquittal on benefit of doubt. It is only one of the relevant factors to be considered along with all other attendant facts and circumstances to arrive at a finding based on reasonability and probability based on normal human prudence and behavior. In the facts and circumstances of the present case, the failure of the police to recover the ***dead body*** is not much of consequence in the absence of any explanation by the Appellant both with regard to the victim last being seen with him coupled with the recovery from his house of the belongings of the deceased."
Vigilantibus non dormientibus iura subveniunt.	Law aids the vigilant and not the indolent.	The law comes to the assistance of those who are vigilant with their rights, and not those who sleep on their rights.	Contract Forwarding (Pty) Ltd v. Chesterfin (Pty) Ltd and Others (27.11.2002 - SASC): MANU/SASC/0041/2002	**6.** "If I may be permitted some more Latin: ***vigilantibus non dormientibus iura subveniunt***, ***meaning that the laws aid those who are vigilant and not those who sleep.*** (Both principles provide a safer guide to the correct answer than the Court below's 'just and equitable' principle. The fact that it is 'fortuitous' that the vigilant person perfects his rights first does not make the act either unjust or inequitable.)"

A verbis legis non recedendum est.	A provision of the law shall not depart; or From the words of the law, there must be no departure.	The maxim depends on the interpretation of statutes which determines the intention of the legislature conveyed expressly or impliedly in the language used. The legislature's intention can be deduced only from the language through which it has expressed itself. Hence, the literal interpretation shall be considered in case of ambiguity. One must not vary the words of the statute while interpreting it. ***The object is to determine the intention of the legislature conveyed expressly or impliedly in the language used.***	Rohitash Kumar and Ors. vs. Om Prakash Sharma and Ors. (06.11.2012 - SC): MANU/SC/0936/2012 (Judgment/MANU-SC-0936-2012.pdf)	**22.** "The Court has to keep in mind the fact that, while interpreting the provisions of a Statute, it can neither add, nor subtract even a single word. The legal maxim "***A Verbis Legis Non Est Recedendum" means, "From the words of law, there must be no departure". A section is to be interpreted by reading all of its parts together, and it is not permissible, to omit any part thereof. The Court cannot proceed with the assumption that the legislature, while enacting the Statute has committed a mistake; it must proceed on the footing that the legislature intended what it has said***....."
Accessorium non ducit sed sequitur suum principale.	Accessory does not lead but follow its principal.	This maxim is applicable to the real owner of the property. It may be added that once it is established that the plaintiff has acquired the status of a non-occupancy right in respect of any portion of the original land, he is entitled to possession of the land which has accredited to his holding. ***The former is the principal followed by the latter, the accessory.***	Sheo Pujan Prasad Singh vs. Bhagwati Dubey and Ors. (05.05.1948 - PATNAHC): MANU/BH/0200/1948	**3.** "This section and Section 70, T.P. Act, are both based on the principle enunciated by the maxims accessio cedit principle (the increase follows the principal) and ***accessorium non ducit sed sequitur suum principale (that which is the accessory or incident does not lead but follows its principal)***. It is, however, necessary for the application of this section and Section 70 that the property or right claimed by the mortgagor under this section or by the mortgagee under Section 70 should constitute an accession."

Nemo tenetur accusare se ipsum nisi coram Deo.	No one, except before God.	This legal maxim denotes that ***any accused person is entitled to make a plea of not guilty***, and also that a witness is not obliged to give a response or submit a document that will incriminate himself. ***For not only does our law refuse to call on a man to accuse himself, but it will not admit his confession unless it be shown to have been made freely and voluntarily.***	Ernesto A. MIRANDA vs. STATE OF ARIZONA (10.10.1966 - USSC): MANU/USSC/0221/1966	"The maxim **'*Nemo tenetur seipsum accusare*'**, had its origin in a protest against the inquisitorial and manifestly unjust methods of interrogating accused persons, which have long obtained in the continental system, and, until the expulsion of the Stuarts from the British throne in 1688, and the erection of additional barriers for the protection of the people against the exercise of arbitrary power, were not uncommon even in England. While the admissions or confessions of the prisoner, when voluntarily and freely made, have always ranked high in the scale of incriminating evidence, ***if an accused person be asked to explain his apparent connection with a crime under investigation, the ease with which the questions put to him may assume an inquisitorial character, the temptation to press the witness unduly, to browbeat him if he be timid or reluctant, to push him into a corner, and to entrap him into fatal contradictions***, which is so painfully evident in many of the earlier state trials.."

Acta exteriora indicant interiora secreta.	Done without indicating the inner secrets. Overt acts make known latent thoughts, or Acts indicate the intention.	Outward acts indicate the intent hidden from within. You are presumed to intend the natural consequences of your actions.	Dinesh Kumar and Ors. vs. State of U.P. (19.01.2006 - ALLHC): MANU/UP/2879/2006	**55.** "According to Legal Maxims ***"Acta Exteriora indicant interiora secreta" i.e. act indicate the intention, applicable in the present case with full vigour.*** In Broom's Legal Maxims (Tenth Edition; Page 200) it has been discussed as under: ***"The law, in some cases, judges of a man's previous intentions by his subsequent acts; and, on this principle, it was resolved in a well-known case, that if a man abuse an authority given him by the law, becomes a trespasser ab initio".*** "
Actio personalis moritur cum persona.	Action dies with the person.	According to the maxim, actions of tort or contract are destroyed by the death of either the injured or the injuring party. ***Some legal causes of action can no longer be brought after a person dies***, in some cases, defamation. It has also been applied to actions arising out of contracts of a purely personal nature, e.g., promise to marry.	Girja Nandini Devi and Ors. vs. Bijendra Narain Choudhury (11.08.1966 - SC): MANU/SC/0287/1966 (Judgment/MANU-SC-0287-1966.pdf)	**17.** "...But a claim for rendition of account is not a personal claim. It is not extinguished because the party who claims an account, or the party who is called upon to account dies. The maxim ***"actio personalis moritur cum persona" - a personal action dies with the person*** - has a limited application. It operates in a limited class of actions ex delicto such as actions for damages for defamation, assault or other personal injuries not causing the death of the party, and in other actions where after the death of the party the relief granted could not be enjoyed or granting it would be nugatory."

Actus curiae neminem gravabit.	Court actions could be heavy.	According to the maxim, if in a case, ***any undeserved or unfair advantage has been gained by a party invoking the jurisdiction of the Court, the same requires to be neutralized.*** In other words, no man should suffer because of the fault of the court or delay in the procedure. It is not only within the power, but a duty as well, of Court to correct its own mistakes in order to see that no party is prejudiced by a mistake of the Court.	Jang Singh vs. Brijlal and Ors. (20.02.1963 - SC): MANU/SC/0006/1963 (Judgment/MANU-SC-0006-1963.pdf)	**6.** "..It is not doubt true that a litigant must be vigilant and take care but where a litigant goes to Court and asks for the assistance of the Court so that his obligations under a decree might be fulfilled by him strictly, it is incumbent on the Court, if it does not leave the litigant to his own devices, to ensure that the correct information is furnished. If the Court in supplying the information makes a mistake the responsibility of the litigant, though it does not altogether cease, is at least shared by the Court. If the litigant acts on the faith of that information the Courts cannot hold him responsible for a mistake which it itself caused. There is no higher principle for the guidance of the Court than the one that no act of Courts should harm a litigant and it is the bounden duty of Courts to see that if a person is harmed by a mistake of the Court he should be restored to the position he would have occupied but for that mistake. This is aptly summed up in the maxim: ***Actus curiae neminem gravabit***."

Benignae faciendae sunt interpretationes chartarum, ut res magis valeat quam pereat.	Liberal constructions and interpretations are different, so they have an effect rather than fail.	Constructions of documents are to be made favourably, that the instrument may rather avail than perish.	Harihar Banerji and Ors. vs. Ramsashi Roy and Ors. (16.07.1918 - PRIVY COUNCIL): MANU/PR/0030/1918	**5.** "....that the test of their sufficiency is not what they would mean to a stranger ignorant of all the facts and circumstances touching the holding to which they purport to refer, but what they would mean to tenants presumably conversant with all those facts and circumstances; and, further, that they are to be construed, not with a desire to find faults in them which would render them defective, but to be construed ***ut res magis valeat quam pereat***."
			Bhailal Jagadish vs. Additional Deputy Commr. and Ors. (16.10.1952 - NAGPUR): MANU/NA/0047/1952	**134.** "...an instrument should be construed not with the desire to find fault in it which would render it defective, but should be construed '***ut res magis valeat quam pereat'. A liberal construction should be put upon a written instrument and such meaning should be given to it as will carry out and effectuate to the fullest extent the intention of the parties***. This rule holds good in the construction of the language of a statute."

Bis dat qui cito dat.	He gives twice who gives quickly.	***Something that is given quickly without hesitation is worth twice as much***. Something given expeditiously is far preferable to the same thing given later.	LOUISIANA vs. NEW ORLEANS (USSC): MANU/USSC/0051/1880	"...Whatever legislation lessens the efficacy of these means impairs the obligation. If it tend to postpone or retard the enforcement of the contract, the obligation of the latter is to that extent weakened. The Latin proverb, ***qui cito dat bis dat,-he who gives quickly gives twice***,-has its counterpart in a maxim equally sound, qui serius solvit, minus solvit,-he who pays too late, pays less. ***Any authorization of the postponement of payment, or of means by which such postponement may be effected, is in conflict with the constitutional inhibition***."
Cessante ratione legis, cessat ipsa lex.	The cessation of the reason for the law, ceases the law itself.	Reason is the soul of the law, and when the reason of any particular law ceases, so does the law itself. ***No law can survive the reason on which it is founded***. It needs no statute to change it; it abrogates itself.	Fox v. Snow, 6 N.J. 12 (1950)	"***Cessante ratione legis, cessat et ipsa lex*** (the reason for a law ceasing, the law itself ceases) is one of the most ancient maxims known to our law and it is constantly followed by our courts. Of this maxim it was said in Beardsley v. City of Hartford, 50 Conn. 529, 47 Am. Rep. 677, 682 (1883). ***This means that no law can survive the reason on which it is founded. It needs no statute to change it; it abrogates itself."*** The same thought was enunciated by Lord Coke in Milborn's Case, 7 Coke 7a (K.B. 1609): ***"Ratio legis est anima legis, et mutata legis ratione, mutatur ex lex" (the reason for a law is the soul of the law, and if the reason for a law has changed, the law is changed).*** "It is revolting," says Mr. Justice Holmes, "to have no better reason for a rule of law than that so it was laid down in the time of Henry IV."

Jus ad rem.	Right to the point.	A ***personal right*** to possession of property that usually ***arises from a contractual obligation*** (as a lease). A right without possession; an inchoate or incomplete right to a thing.	V. Muthusami by Lrs. vs. Angammal and Ors. (26.02.2002 - SC): MANU/SC/0123/2002 (Judgment/MANU-SC-0123-2002.pdf)	**13.** "The Bench expressed the view that the Hindu female's right to maintenance is not an empty formality or an illusory claim being conceded as a matter of grace and generosity, but is a tangible right against property which flows from the spiritual relationship between the husband and the wife and is recognised and enjoined by the customary Hindu law and such a right may not be a right to property, that is, jus in rem but ***it is a right against property, that is, jus ad rem***."
Clausulae inconsuetae semper inducunt suspicionem.	Unusual clauses always excite suspicion.	An unusual provision in an instrument, whereby the draftsman of the instrument obtains an advantage over the other party, excites a suspicion of a fraudulent motive.	Girard v. St. Louis Car-Wheel Co., 46 Mo. App. 79 (1891); June 2, 1891 St. Louis Court of Appeals; 46 Mo. App. 79	**97**. "In addition to these circumstances, the instrument itself contained this unusual clause: "He agrees to this deliberately, of his own free will, and without any undue influence from anyone." ***Unusual clauses of this kind in instruments, by which the draftsman of the instrument has obtained an advantage over the other party to it, always excites suspicion of a fraudulent motive.*** It is said by Mr. Bump: ***Anything out of the usual course of business is a sign of fraud. Unusual clauses in an instrument excite suspicion. Clatostdos inconsuetce semper inducunt suspicionem.***"

Actus me invito, non est meus actus.	The act done by me against my will is not my act.	This maxim specifically means that to do an act, one's consent and knowledge is required. ***If the act is committed is done under coercion or undue influence, such act will not be called as the act of doer.***	Kashmir Motor Drivers Association and Ors. vs. Union of India (UOI) and Ors. (22.04.1983 - JKHC): MANU/JK/0029/1983	**8.** "***Actus me invito factus, non est meus actus,*** that is***, an act done by me against my will is not my act.*** The decisions relied upon by Mr. Mirdul are, therefore, clearly distinguish able on facts and no challenge can be thrown to the maintainability of the writ petition on the ground that it seeks to enforce the rights and obligations arising out of a contract. The preliminary objection thus fails."
Aequitas factum habet quod fieri oportuit.	Equity looks upon that as done which ought to have been done.	The doctrine of satisfaction well illustrates this principle of law. ***Where a person is under an obIigation to perform an act, equity looks on it as done, and allows the same results to follow as if it were actually done.***	Fletcher v. Ashburner ((1779), 1 Bro. C. C. 497)	"It is an established principle that money directed to be employed in the purchase of realty, and realty directed to be sold and turned into money, are considered inequity as that species of property into which they are directed to be converted; and this, in whatever manner the direction is given; whether by will, or contract, marriage articles, settlement, or otherwise; and whether the money is actually deposited, or only covenanted to be paid, or whether the land is actually conveyed, or only agreed to be conveyed."

Ad questiones facti non respondent judices; ad questiones legis non respondent juratores.	The judges do not answer to a question of fact; the jury do not answer to a question of Law.	**The jury is the trier for facts, determining which are and which are not credible. It is the judge who is the trier of law, who determines whether or not a law is appropriate for application to a set of facts**, such as determining that there is insufficient evidence to bring a specific criminal charge or civil case.	SPARF et al. vs. UNITED STATES (21.01.1895 - USSC): MANU/USSC/0213/1895	"I refer,' Chief Justice Shaw continued, 'only to one other passage, which serves as a key to the whole judgment. He says: 'That decantatum in our books, ***'Ad quaestionem facti non respondent judices, ad quaestionem legis non respondent juratores,'*** literally taken, is true, for if it be demanded, what is the fact, the judge cannot answer; if be asked, what is the law in the case, the jury cannot answer it. All this tends to show that the leading thought in the opinion of Chief Justice Vaughan was that while the ***jury cannot answer as to the law, nor the court as to the fact***, a general verdict, compounded of law and fact, of necessity determines both as to the case on trial."
Aequitas nunquam contravenit leges.	Equity cannot contradict the law.	Maxim is based on the principle of promoting the fair process of judgement in accordance with law. The judicial remedies are always made to provide more flexible responses to changing social conditions.	India Supplies Engineering Works Ltd. and Ors. vs. State of U.P. and Ors. (11.11.1992 - ALLHC): MANU/UP/0149/1992	**17.** "At one stage our conscience made us hesitant in granting relief as the petitioner's conduct in not making contribution, in employees' provident fund scheme and in not transferring them to the fund did not justify any relief to them. But we are reminded that in such matters it is the legal conscience which must take decision. We are reminded of certain Latin Maxims, ***Concientia Legi Nunquam Contravenit*** which connotes that ***legal conscience never contravenes the law***."

Aequitas sequitur legem.	Equity follows the law.	It is a concept that equity or the law will not aid a person or party who is at fault. **The law will not aid a person whose own fault is what made the legal action necessary**. It is interpreted as to law is about what is fair and equitable	Anil Kumar Verma vs. State of U.P. and Ors. (01.02.2008 - ALLHC): MANU/UP/0290/2008 (Judgment/MANU-UP-0290-2008.pdf)	**7.** "The petitioner's case is only based on equity. As because he is only short of one mark and not placed in the select list of the year 2000 against the vacancy created for the Scheduled Caste candidates, he can be easily accommodated even in 2006 as no period is fixed under the Rules for lapsing the select list. According to us, equity is not one way traffic. ***Equity follows law following the maxim aequitas sequitur legem. In other words, it is moving on the periphery of law and when law allows to enter, forms a zygote.***"
Agentes et consentientes pari poena plectentur.	Acting and consenting parties are liable to same punishments.	A person aiding and abetting the actual commission of a crime, either at the scene of its commission or elsewhere, is equally liable as the perpetrator.	Padam Prosad Upadhayaya vs. Emperor (03.07.1929 - CALHC): MANU/WB/0430/1929	**23.** "It seems to me that the circumstances in which the forged birth certificate was obtained and used in the case make it practically certain that Padam Prosad as well as Sujauddin must have known it to be forged ***"Agentes et consentientes pari poena plectentur"*** Reference has been made to the fact that the accused had offered to bring evidence to prove the birth certificate."
Alienatio rei praefertur juri accrescendi.	Alienation is preferred by the law rather than accumulation.	This is general economic principal that there should be free circulation and disposition of property. An absolute restart is repugnant to the nature of the estate and is an exception to the very essence of the grant.	Shri Bhokhan vs. Radha Swami Satsany Sabha (09.09.1947 - OUDH HIGH COURT): MANU/OU/0040/1947	**6**. "Under the heading ***"Alienatio rei praefertur juri accrescendi (Co. Litt. 185-a) alienation is favoured by the law rather than accumulation"*** the author discusses the different steps by which restrictions which were, in accordance with the spirit of the feudal laws, imposed upon the alienation of land by deeds, were gradually relaxed."

Auegans contraria non est audiendus.	One making contradictory statements is not to be heard.	It is a principle of good faith that a person should not be allowed to testify hot and cold at different times about the same event, denying today, affirming tomorrow. It is a concept of common sense and used to bring cross examination to an abrupt end. This principle works as an estoppel.	Anwar Husain and Ors. vs. State of U.P. and Ors. (10.05.2006 - ALLHC): MANU/UP/2936/2006 (Judgment/MANU-UP-2936-2006.pdf)	**63**. "***Legal Maxim Allegans Contraria Non Est Audiendus' means he is not to be heard who alleges things self-contradictory to each other***. The underlying principle is that once foundation falls everything falls. The plaintiffs-petitioners and their predecessor, as the record shows took recourse to contrary pleading the Original Suit No. 188 of 2000 and the previous litigation."
Allegans suam turpitudinem non est audiendus.	A party alleging his own infamy / turpitude is not to be heard.	When a person does an act which may be rightfully performed. He cannot say that such act was intentionally done wrongly.	Purna Chandra Behera vs. Dibakar Behera and Ors. (27.08.2008 - ORIHC): MANU/OR/0591/2008	**33**. "A person alleging his own infamy cannot be heard at any forum, what to talk of a Writ Court, as explained by the legal maxim 'allegans suam turpitudinem non est audiendus'. If the Petitioners have committed a wrong in occupying the public land they cannot be permitted to take the benefit of their own wrong."
Ambiguitas contra stipulatorem est.	Ambiguity against using it.	An ambiguity is most strongly construed against the party using it.	Export Credit Guarantee Corporation of India Ltd. v. Garg Sons International MANU/SC/0039/2013 (Judgment/MANU-SC-0039-2013.pdf): (2014) 1 SCC 686	**11.** "The terms of the contract have to be construed strictly, without altering the nature of the contract as the same may affect the interests of the parties adversely. The clauses of an insurance policy have to be read as they are. Consequently, the terms of the insurance policy, that fix the responsibility of the insurance company must also be read strictly. The contract must be read as a whole and every attempt should be made to harmonise the terms thereof, keeping in mind that the Rule of ***contra proferentem*** does not apply in case of commercial contract, for the reason that a Clause in a commercial contract is bilateral and has mutually been agreed upon."

Ambiguitas verborum latens verificatione suppletur nam quod ex facto oritur ambiguum verificatione facti tollitur.	But the latent ambiguity of words is the verification of the supplies; We have become doubtful on the verification of the fact that it is taken away from the action. It begins at the "In fact".	Latent ambiguity may be corrected by evidence; for an ambiguity which arises from an extrinsic fact may be removed by proof of the fact.	G.S. Lamba and Sons vs. State of A.P. (28.01.2011 - APHC): MANU/AP/0080/2011	**35.** "When the language is very clear, the interpreter is precluded from supplying the words or reading something depending on the oral evidence. But as postulated by the maxim ***Ambiguitas verborum latens verification suppletur nam quod ex facto oritur ambiguum verification facti tollitur latent ambiguity may be explained by evidence; for an ambiguity which arises by proof of an extrinsic fact may be removed in like manner***, latent ambiguity may be explained by evidence because the ambiguity often arises by proof of an intrinsic fact, which may be removed in like manner. Sections 91 to 95 of the Indian Evidence Act, 1872 incorporate this principle."
Amicus curie.	A friend of the court.	An impartial advisor to the court of law.	Saindranath vs. Pratibha Shikshan Sanstha and Ors. (10.04.2007 - BOMHC): MANU/MH/0810/2007 (Judgment/MANU-MH-0810-2007.pdf)	**6.** "We have heard Advocate Mrs. Patil with Mohagaonkar; Mardikar and Jibhkate on behalf of the appellant and Advocate Mr. Gordey for respondent No. 1. Since the issue was of immense importance we requested Mr. R.B. Pendharkar, learned Senior Advocate to act as ***amicus curie*** who readily agreed and rendered valuable assistance in deciding the issue involved in the Reference."

Quicquid plantatur solo, solo cedit.	Whatever is affixed to the soil belongs to the soil.	Something that is or becomes affixed to the land, becomes part of the land; therefore, title to the fixture is a part of the land and passes with title to the land. Consequently, whosoever owns that piece of land will also own the things attached.	Nenuram vs. State of Rajasthan and Ors. (29.07.1966 - RAJHC): MANU/RH/0009/1967	**30.** "...The further question which then arises is whether any sale of goods came into existence after the windows and the doors had been fixed on the spot ? The answer to this question must also be in the negative. The reason is that ***when they were so fixed, they became an accretion to the building on the principle of quicquid plantatur solo, solo cedit and the ownership thereof vested in the employer, not as a result of the contract but as the owner of the land.***"
Aqua currit et debet currere, ut currere solebat.	Water runs and ought to run as it has used to run.	Water is the common and equal property of every one through whose domain it flows.	ATCHISON vs. PETERSON (USSC): MANU/USSC/0061/1874	"No proprietor has a right to use the water to the prejudice of other proprietors above or below him, unless he has a prior right to divert it, or a title to some exclusive enjoyment. ***He has no property in the water itself, but a simple usufruct while it passes along. Aqua currit et debet currere ut currere solebat***. Though he may use the water while it runs over his land as an incident to the land, he cannot unreasonably detain it or give it another direction and he must return it to its ordinary channel when it leaves his estate."

Actori incumbit onus probandi.	Actor rests the burden of proof.	The ***burden of proof*** lies on the ***plaintiff***. Every plaintiff at law or complainant at equity, must show a good title or claim before he can prevail in his suit.	Indra Raja and Ors. vs. John Yesurethinam (09.11.2011 - MADHC): MANU/TN/4369/2011	**29.** "Wherefore, there is no clear picture as to the stand of the defendant. The Courts below failed to consider all these aspects, but simply placed reliance on the documents filed on the side of the defendant, which are ex-facie and prima-faice not referring to the suit property and held that the defendant has been in possession of the property as a tenant." **30.** "While observing as supra, I am not oblivious of the cardial principle that "***Actori incumbit onus probandi" (The burden of proof rests upon the plaintiff)***."
Cognovit actionem.	She knew the action.	One has confessed the action.	P (SC 87/2012) v Bridgecorp Limited (19.12.2013 - NZSC): MANU/NZSC/0059/2013	**30.** "I consider that the meaning I prefer on the structure and language of r 15.16 is consistent with the legislative history of the rule. Both ***confession of judgment on a cause of action (also known as a "cognovit actionem"***) and a warrant of attorney to confess judgment (authorising an attorney to appear for a defendant in proceedings and confess judgment or let it go by default) have been the subject of legislative regulation since the early 19th century in the United Kingdom..."

Quando aliquid prohibetur ex directo, prohibetur et per obliquum.	What cannot be done directly cannot also be done indirectly.	It determines the questions of competency to enact a law when a legislature oversteps its conferred power and legislate upon something indirectly which it can't do in a direct manner.	The Queen vs. Murugan Ramasamy (17.12.1962 - SLHC) : LEX/SLHC/0022/1962	**11.** "The rules of interpretation will not countenance the reading of section 27 into the exception created by those words. Besides such a course cannot be adopted without violating such well-known maxims applicable to the interpretation of statutes as " expressio unius est exclusio alterius " (the express mention of one thing implies the exclusion of another), " Quando aliquid prohibetur, prohibetur et omne per quod devenitur ad illud " (when anything is prohibited, everything relating to it is prohibited), and ***"Quando aliquid prohibetur ex directo prohibetur et per obliquum" (when anything is prohibited directly, it is also prohibited indirectly).*** Section 27 of the Evidence Ordinance should therefore be read as permitting the proof of only statements that do not fall within the prohibition in section 122 (3)."
Debitum in praesenti, solvendum in futuro.	Debt in the present, to be paid in the future.	It means that while an action may be brought on a debt due at present, no action lies in the case of a debt due in future until it becomes due.	Kesoram Industries and Cotton Mills Ltd. vs. Commissioner of Wealth Tax, (Central) Calcutta (24.11.1965 - SC) : MANU/SC/0142/1965 (Judgment/MANU-SC-0142-1965.pdf)	**43.** "We have briefly noticed the judgments cited at the Bar. There is no conflict on the definition of the word "debt". All the decisions agree that the meaning of the expressing "debt" may take colour from the provision of the concerned Act : it may have different shades of meaning. But the following definition is unanimously accepted : ***a debt is a sum of money which is now payable or will become payable in further by reason of a present obligation*** : ***debitum in praesenti, solvendum in future***."

Delegatus non potus delegare.	A delegate or deputy cannot appoint another.	The rule that a person to whom a power, trust, or authority is given to act on behalf, or for the benefit of, another, cannot delegate this obligation unless expressly authorized to do so.	The Barium Chemicals Ltd. and Ors. vs. The Company Law Board and Ors. (04.05.1966 - SC) : MANU/SC/0037/1966 (Judgment/MANU-SC-0037-1966.pdf)	**34-A.** "As a general rule, whatever a person has power to do himself, he may do by means of an agent. This board rule is limited by the operation of the principle that a delegated authority cannot be re-delegated, delegatus non potest delegare." **36**. "But the maxim "delegatus non potest delegare" must not be pushed too far. The maxim does not embody a rule of law. It indicates a rule of construction of a statute or other instrument conferring an authority."

Detur Digniori.	Let it be given to more worthy.	Where the Crown's right and that of a subject meet at one and the same time, that of the Crown is in general preferred, the rule being 'detur digniori'.	Dena Bank vs. Bhikhabhai Prabhudas Parekh and Co. and Ors. (25.04.2000 - SC) : MANU/SC/0317/2000 (Judgment/MANU-SC-0317-2000.pdf)	**7.** "What is common law doctrine of priority or precedence of crown debts? Halsbury, dealing with general rights of the crown in relation to property, states ***where the Crown's right and that of a subject meet at one and the same time, that of the Crown is in general preferred, the rule being "detur digniori"***. Herbert Brown states - "Quanta jus domini Regis et submit concurrent jus Regis preferred debt - ***Where the title of the king and the title of a subject concur, the king's title must be preferred. In this case detur digniori is the rule, where the titles of the king and of a subject concur, the king takes the whole; where the king's title and that of a subject concur, or are in conflict, the king's title is to be preferred***". This common law doctrine of priority of State's debts has been recognised by the High Courts of India as applicable in British India before 1950 and hence **the doctrine has been treated as "law in force" within the meaning of Article 372(1) of Constitution**."

Dominus Litis.	Owner of riot.	The master of the suit; i.e. the person who was really and directly interested in the suit as a party, as distinguished from his attorney or advocate. But the term is also applied to one who, though not originally a party, has made himself such, by intervention or otherwise, and has assumed entire control and responsibility for one side and is treated by the Court as liable for costs.	Kasturi vs. Iyyamperumal and Ors. (25.04.2005 - SC) : MANU/SC/0319/2005 (Judgment/MANU-SC-0319-2005.pdf)	**16.** "Apart from that, the intervener must be directly and legally interested in the answers to the controversies involved in the suit for specific performance of the contract for sale. In Amol v. Rasheed Tuck and Sons Ltd. [1956(1) All Eng.R 273] it has been held that ***a person is legally interested in the answers to the controversies only if he can satisfy the Court that it may lead to a result that will effect him legally*." **17.** "That apart, there is another principle which cannot also be forgotten. ***The appellant, who has filed the instant suit for specific performance of the contract for sale is dominus litis*** and cannot be forced to add parties against whom he does not want to fight unless it is a compulsion of the rule of law, as already discussed above."

Donatio Mortis Causa.	A gift in anticipationof death.	For this gift to be valid, it must be made by the giver, in anticipation of his death and intended to take effect only upon his death. It must be made to the donee, either for his own use, or upon trust for another person, or for a particular purpose, e.g., the gift of a cheque upon the donor's banker is not good as a donatio mortis causa, because it is a gift which can only be made effectual by obtaining payment of it in the donor's life time and is revoked by his death. But a deposit in the Post Office Savings Bank can be subject of such a gift.	Commissioner of Gift Tax, Ernakulam vs. Abdul Karim Mohd. (Dead) by L.Rs. (10.07.1991 - SC) : MANU/SC/0417/1991 (Judgment/MANU-SC-0417-1991.pdf)	**7.** "The requirements of a gift in contemplation of death as laid down by Section 191 of the Indian Succession Act are: (i) the gift must be of movable property; (ii) it must be made in contemplation of death; (iii) the donor must be ill and he expects to die shortly of the illness; (iv) possession of the property should be delivered to the donee; and (v) the gift does not take effect if the donor recovers from the illness or the donee predeceases the donor." **8.** "There is nothing new in the requirements provided under Section 191 of the Succession Act. They are similar to the constituent elements of a valid donation mortis causa. ***The essential conditions of a donation mortis causa may be summarised thus: For an effectual donation mortis causa three things must combine: first, the gift or donation must have been made in contemplation, though not necessarily in expectation of death; secondly, there must have been delivery to the donee of the subject matter of the gift; and thirdly the gift must be made under such circumstances as shew that the thing is to revert to the donor in case he should recover.*** This last requirement is sometimes put somewhat differently, and it is said that the gift must be made under circumstances shewing that it is to take effect only if the

				death of donor follows; it is not necessary to say which way of putting it is the better."