He Who Seeks Equity Must Do Equity

The maxim "he who seeks equity must do equity" represents a foundational principle in the jurisprudence of equitable doctrines, serving as a crucial litmus test for parties who petition the courts for equitable relief. This ancient principle mandates that a party seeking the intervention of an equity court must demonstrate fairness in their conduct concerning the matter at issue. The essence of this doctrine is not merely procedural but deeply ethical, aiming to ensure that equity's remedial powers are not employed as instruments of injustice or unfair advantage.

The Origins and Application in English Law

In English law, the maxim has historical roots dating back to the early days of the Court of Chancery, which was established to ameliorate the often rigid common law. The principle is predicated on the idea that equity, fundamentally discretionary in nature, should not aid a plaintiff whose own conduct in connection with the same matter has been inequitable, unfair, or deceitful.

Dering v Earl of Winchelsea (1787)- The court held that a complainant must have acted equitably in the matter related to the relief sought. In this case, Lord Justice Nugent famously asserted that equity must come with clean hands, another closely related maxim.

Chappell v Times Newspapers Ltd (1975)- The court denied an injunction to the plaintiff seeking to prevent the publication of his biography, based on his previous unfair dealings in a related matter. Here, the court articulated that the equitable relief sought could be contingent upon the plaintiff's fairness in related dealings, thereby reinforcing the critical nature of equitable reciprocity.

Parallel Developments in Indian Jurisprudence

Transfer of Property Act: Section 35 of the Transfer of Property Act embodies the principle of election, which rests on the concept of 'approbate and reprobate'. This legal doctrine asserts that one cannot accept benefits under a legal instrument such as a deed or will while simultaneously rejecting obligations imposed by the same instrument. This enforces the essence of the maxim—equitable reciprocity and consistency in one's actions.

Specific Relief Act: Sections 30 and 33 of the Specific Relief Act further illustrate this principle. Section 30 allows courts to mandate that parties rescinding a contract restore any benefits received to the other party and compensate them as justice may require. Section 33 empowers courts to demand the restoration of benefits or compensation when an instrument is cancelled or successfully challenged as void or voidable, thus emphasising fairness and balance in the dissolution of contractual relationships.

Indian Trusts Act: Similarly, the Indian Trusts Act through Sections 62 and 86, supports the maxim by conditioning the relief available to beneficiaries and transferees. For instance, Section 62 imposes an obligation on a beneficiary seeking the return of trust property to repay the trustee any purchase money, interest, and legitimate expenses incurred. Section 86 dictates that a transferee under a rescindable contract must repay the consideration received, ensuring that benefits derived from inequitable circumstances are duly compensated.