

25 Latin Legal Maxims

Every Law Student Must Know

With meanings, explanations, real-world examples, and areas of law

Latin maxims are not relics of a dead language — they are living principles that appear in judgments, pleadings, contracts, and legal arguments every day. Knowing them fluently allows you to understand legal reasoning more deeply, write stronger arguments, and demonstrate a command of legal language that impresses supervisors, examiners, and judges alike. Each maxim below includes its pronunciation, meaning, full explanation, a practical example, and the areas of law where it most commonly appears.

Part 1 — Natural Justice, Criminal Law & Torts (Maxims 1–10)

1 *Audi alteram partem*

Pronunciation: *aw-dee al-teh-ram par-tem*

MEANING Hear the other side

One of the two pillars of natural justice. No person shall be condemned, punished, or have any adverse action taken against them without being given an opportunity to be heard. This principle applies in judicial proceedings, quasi-judicial proceedings, administrative decisions, and disciplinary inquiries. Any order passed in violation of this principle is void.

EXAMPLE *A university expels a student without giving the student a chance to present their case. The expulsion order will be quashed by a High Court on writ for violating audi alteram partem.*

Used in: Administrative Law, Constitutional Law, Service Law, Disciplinary Proceedings, Natural Justice

2 *Nemo iudex in causa sua*

Pronunciation: *neh-moh yoo-deks in kow-za soo-ah*

MEANING No one shall be a judge in their own cause

The second pillar of natural justice. A person who has a personal interest — financial, personal, or otherwise — in the outcome of a decision must not adjudicate that decision. Even the appearance of bias is sufficient to invalidate a decision. This rule applies to judges, arbitrators, tribunal members, and administrative decision-makers.

EXAMPLE *A company's internal grievance committee, chaired by the very manager whose conduct is being reviewed, awards no relief to the complainant. The decision is vitiated by bias under this maxim.*

Used in: Administrative Law, Arbitration Law, Constitutional Law, Natural Justice, Judicial Disqualification

3 *Actus reus non facit reum nisi mens sit rea*

Pronunciation: *ak-tus ray-us non fah-sit ray-um ni-si menz sit ray-ah*

MEANING An act does not make a person guilty unless the mind is also guilty

The foundational principle of criminal liability in common law. A crime generally requires both a guilty act (actus reus) and a guilty mind (mens rea). Without the mental element, most criminal offences are not made out. This is why strict liability offences — where intent is irrelevant — are the exception and require express legislative provision.

EXAMPLE *A surgeon who administers a lethal dose of anaesthesia due to a genuine, non-negligent medical error does not commit murder — the actus reus exists but the mens rea does not.*

Used in: Criminal Law, Tort Law, Regulatory Offences, Indian Penal Code / BNS Analysis

4 *Ignorantia juris non excusat*

Pronunciation: *ig-no-ran-tia yoo-ris non eks-koo-zat*

MEANING Ignorance of the law is not an excuse

Every person is presumed to know the law of the land. A person cannot escape criminal liability or civil consequences by claiming they were unaware that their conduct was unlawful. This principle is essential for the rule of law — otherwise, claimed ignorance would become a universal defence. In India, this principle underpins Sections of the IPC (now BNS) and is reflected throughout statutory interpretation.

EXAMPLE *A businessperson who enters into a contract in restraint of trade cannot defend the unenforceability of the contract by claiming they did not know Section 27 of the Indian Contract Act prohibits such agreements.*

Used in: Criminal Law, Contract Law, Tax Law, Regulatory Compliance, Statutory Interpretation

5 *Res ipsa loquitur*

Pronunciation: *raze ip-sa loh-kwi-tur*

MEANING The thing speaks for itself

A doctrine in the law of torts (negligence) that allows a court to infer negligence from the very nature of an accident, without the claimant needing to prove specifically how the negligence occurred. Three conditions must be met: (a) the event would not ordinarily occur without

negligence, (b) the instrumentality causing harm was under the defendant's exclusive control, and (c) the plaintiff did not contribute to the event.

EXAMPLE *A patient goes into surgery for an appendectomy and wakes up with a surgical clamp left inside their abdomen. The patient need not prove exactly how the negligence occurred — res ipsa loquitur applies.*

Used in: Tort Law, Medical Negligence, Consumer Law, Personal Injury Litigation

6 *Ubi jus ibi remedium*

Pronunciation: oo-bi yus i-bi re-meh-dee-um

MEANING **Where there is a right, there is a remedy**

A foundational principle of justice: every legal right, when violated, must have a corresponding legal remedy. Courts will not recognise a right without providing a means to enforce it. This maxim is the conceptual basis for the jurisdiction of High Courts under Article 226 and the Supreme Court under Article 32 of the Indian Constitution to enforce fundamental rights.

EXAMPLE *A citizen whose right to privacy (Article 21) is violated by unlawful state surveillance invokes this maxim to approach the Supreme Court — the right exists, therefore a remedy must exist.*

Used in: Constitutional Law, Fundamental Rights, Writs Jurisdiction, Civil Law, Equity

7 *Damnum sine injuria*

Pronunciation: dam-num si-neh in-yoo-ria

MEANING **Damage without legal injury**

The mere fact that a person has suffered loss or damage does not give rise to a cause of action in tort unless there has also been an infringement of a legal right. Loss without the violation of a right is *damnum sine injuria* and is not actionable. This is distinguished from *injuria sine damno* — where a legal right is violated but no actual loss is suffered.

EXAMPLE *A new competitor opens a shop next to an existing business and causes that business to lose customers and profits. The loss is real, but no legal right of the existing business has been violated — this is *damnum sine injuria*.*

Used in: Tort Law, Competition Law, Business Torts, Indian Contract Act

8 *Injuria sine damno*

Pronunciation: in-yoo-ria si-neh dam-no

MEANING Legal injury without actual damage

The counterpart to *damnum sine injuria*. A violation of a legal right is actionable even if the claimant has not suffered any financial or tangible loss. The infringement of the right itself is the cause of action. The classic example in English law is *Ashby v White* (1703); in Indian law it finds expression in cases involving violations of fundamental rights.

EXAMPLE *A person's name is placed on a voter roll but election officials wrongfully refuse to let them vote. The person suffered no financial loss — but a legal right was violated, making it injuria sine damno and actionable.*

Used in: Tort Law, Constitutional Law, Electoral Law, Civil Rights Litigation

9 *Ex turpi causa non oritur actio*

Pronunciation: eks tur-pi kow-za non o-ri-tur ak-tee-oh

MEANING No action arises from a base or immoral cause

A court will not enforce a claim that arises from the claimant's own illegal or immoral conduct. A person cannot benefit from their own wrongdoing through the courts. In contract law, this manifests as the rule against enforcing illegal contracts. In tort, a claimant involved in illegal activity may be denied a remedy for harm suffered during that activity.

EXAMPLE *Two persons agree to share proceeds of a robbery. When one takes all the proceeds and refuses to share, the other cannot sue for breach of contract — the claim arises from an immoral and illegal cause.*

Used in: Contract Law, Tort Law, Equity, Restitution, Illegal Agreements under Indian Contract Act

10 *Volenti non fit injuria*

Pronunciation: vo-len-ti non fit in-yoo-ria

MEANING To one who consents, no injury is done

A complete defence in tort law. Where a person freely and voluntarily consents to the risk of harm, they cannot later sue for an injury resulting from that risk. Two elements must be established: (a) the claimant had knowledge of the risk, and (b) they voluntarily agreed to accept it. Consent must be free — not obtained through coercion or deception.

EXAMPLE *A professional boxer who is injured during a licensed boxing match cannot sue the opponent for assault and battery — by entering the ring, the boxer voluntarily assumed the risk of such injury.*

Used in: Tort Law, Sports Law, Medical Law (informed consent), Occupiers Liability

Part 2 — Contract, Property & Private International Law (Maxims 11–16)

11 *Caveat emptor*

Pronunciation: kav-ee-at emp-tor

MEANING Let the buyer beware

In contract law, a buyer purchases at their own risk. The seller has no obligation to disclose defects in the goods unless asked, unless a fiduciary relationship exists, or unless the defect is latent and known to the seller. This principle has been significantly curtailed by consumer protection legislation in India (Consumer Protection Act, 2019) and implied warranties under the Sale of Goods Act, 1930.

EXAMPLE A buyer purchases second-hand machinery without inspection. After purchase, the buyer discovers internal defects. Under *caveat emptor*, the buyer cannot claim a remedy unless the seller actively misrepresented the condition.

Used in: Contract Law, Sale of Goods, Consumer Protection, Real Estate Law, Commercial Transactions

12 *Pacta sunt servanda*

Pronunciation: pak-ta sunt ser-van-da

MEANING Agreements must be kept

The foundational principle of contract law and international treaty law. Parties are bound by the terms of the agreements they freely enter into, and those agreements must be performed in good faith. It is the contractual equivalent of the rule of law — binding parties to their word. In Indian law, this principle is embodied in Sections 37–67 of the Indian Contract Act, 1872.

EXAMPLE A vendor agrees to supply 1,000 units by a specific date. When market prices rise, the vendor cannot simply refuse to deliver because it is no longer profitable. *Pacta sunt servanda* requires performance.

Used in: Contract Law, International Law, Commercial Arbitration, Treaty Obligations

13 *Restitutio in integrum*

Pronunciation: res-ti-too-tee-oh in in-teh-grum

MEANING Restoration to the original position

The fundamental principle governing the award of damages: the purpose of damages is to restore the injured party, as far as money can do so, to the position they would have been in had the wrong not occurred. It is not to punish the wrongdoer or to enrich the claimant. This principle applies in both contract and tort law and is the basis for calculating compensatory damages.

EXAMPLE

A construction company breaches a contract to build a house. The damages awarded should put the owner in the financial position they would have been in had the contract been properly performed — not better, not worse.

Used in: Contract Law, Tort Law, Damages Assessment, Insurance Law, International Arbitration

14 *Nemo dat quod non habet*

Pronunciation: *neh-moh dat kwod non hah-bet*

MEANING

No one can give what they do not have

A seller cannot transfer to a buyer a better title to property than the seller themselves possesses. If a thief sells stolen goods, the buyer acquires no valid title — because the thief had none to give. This principle protects true owners of property. Several exceptions have been created by statute (including the Transfer of Property Act and Sale of Goods Act) to protect bona fide purchasers for value.

EXAMPLE

A person steals a gold necklace and sells it to an unsuspecting jeweller. The jeweller cannot claim ownership of the necklace — the seller had no valid title and could transfer none.

Used in: Property Law, Transfer of Property Act, Sale of Goods, Commercial Law, Securities Law

15 *Lex loci contractus*

Pronunciation: *leks loh-ki kon-trak-tus*

MEANING

The law of the place where the contract is made

A private international law principle that the validity and interpretation of a contract may be governed by the law of the place where it was formed. In modern practice, this has been largely displaced by the parties' express choice of governing law (*lex voluntatis*). However, it remains relevant where no governing law is specified and the contract has a single clear territorial connection.

EXAMPLE

*An agreement signed in Mumbai between two Indian companies, with no governing law clause, would prima facie be governed by Indian law as the *lex loci contractus*.*

Used in: Private International Law, Cross-Border Contracts, Conflict of Laws, International Commercial Arbitration

16 *Stare decisis*

Pronunciation: *sta-reh deh-si-sis*

MEANING

To stand by what has been decided

The doctrine of binding precedent. Courts must follow the decisions of higher courts in the same judicial hierarchy on the same points of law. In India, Supreme Court decisions under Article 141 of the Constitution are binding on all courts. High Court decisions are binding within their jurisdiction. This doctrine ensures legal certainty, predictability, and equal treatment under the law.

EXAMPLE *A High Court is faced with a contract law issue that the Supreme Court decided 10 years ago. Regardless of whether the High Court judges agree with the earlier decision, they are bound by stare decisis to follow it.*

Used in: Judicial System, Constitutional Law, Common Law Doctrine, Precedent, Article 141 of the Constitution of India

Part 3 — Judicial Interpretation & Procedure (Maxims 17–22)

17 *Obiter dictum*

Pronunciation: *oh-bi-ter dik-tum*

MEANING **A thing said in passing**

Remarks made by a judge in a judgment that are not essential to the decision — observations, hypotheticals, or commentary on points not directly before the court. Obiter dicta (plural) do not form part of the binding ratio decidendi and are not strictly binding precedent. However, obiter from higher courts — especially the Supreme Court — carries significant persuasive authority.

EXAMPLE *In a property dispute, the Supreme Court decides on a narrow procedural point but comments extensively on a broader constitutional question not directly in issue. That commentary is obiter dictum — influential but not binding.*

Used in: Judicial Interpretation, Case Law Analysis, Statutory Interpretation, Legal Research

18 *Ratio decidendi*

Pronunciation: *rah-tee-oh deh-si-den-di*

MEANING **The reason for the decision**

The legal principle or rule of law that forms the essential basis of a court's decision. It is the part of a judgment that creates binding precedent under the doctrine of stare decisis. Distinguishing the ratio from obiter dicta is one of the most important and frequently tested skills in legal analysis. The ratio is extracted by identifying the material facts and the legal rule applied to those facts.

EXAMPLE *In *Donoghue v Stevenson* [1932], the ratio decidendi was the neighbour principle — manufacturers owe a duty of care to the ultimate consumer. This ratio created the modern law of negligence and bound all subsequent courts.*

Used in: Case Law Analysis, Judicial Precedent, Legal Research, Examination Answer Writing, Mooting

19 *Expressio unius est exclusio alterius*

Pronunciation: *eks-pres-ee-oh oo-ni-us est eks-kloo-zee-oh al-teh-ree-us*

MEANING The expression of one thing excludes the others

A canon of statutory and contractual interpretation. Where a statute or contract expressly mentions specific items in a list, it implicitly excludes all items not mentioned. If a statute says 'dogs and cats are prohibited', horses are not prohibited — because the legislature chose to specify certain animals and not others. Courts apply this principle cautiously, as the silence may reflect drafting oversight rather than intentional exclusion.

EXAMPLE A contract says 'disputes regarding price, delivery, and quality shall be resolved by arbitration.' A dispute about intellectual property is not listed — under this maxim, the IP dispute is not covered by the arbitration clause.

Used in: Statutory Interpretation, Contract Interpretation, Tax Law, Administrative Law

20 *Ejusdem generis*

Pronunciation: *eh-yoos-dem jeh-neh-ris*

MEANING Of the same kind or class

A rule of statutory interpretation. Where a general word or phrase follows a list of specific words, the general word is interpreted to cover only things of the same kind (genus) as the specific words. It prevents an overbroad interpretation of general words that would render the specific words unnecessary. It is one of the most frequently applied rules of construction in Indian courts.

EXAMPLE A statute says 'no vehicles including cars, motorcycles, buses, or other conveyances may be driven here.' The phrase 'other conveyances' would be interpreted to mean land-based motor vehicles — not, for example, boats or aircraft.

Used in: Statutory Interpretation, Contract Interpretation, Penal Statutes, Revenue Law

21 *In pari delicto*

Pronunciation: *in pah-ri deh-lik-toh*

MEANING In equal fault

Where both parties to a transaction are equally at fault or involved in an illegality, the court will leave them as it finds them — neither party can recover from the other. It is related to *ex turpi causa* and reflects the principle that courts will not assist wrongdoers against each other. However,

where the parties are not in *pari delicto* — where one is more at fault — the less guilty party may be entitled to relief.

EXAMPLE *Two parties enter into a contract to defraud a third person. The scheme fails. Neither party can sue the other for their losses — they are in pari delicto and the court will give no remedy to either.*

Used in: Contract Law, Equity, Restitution, Fraud, Illegal Agreements, Indian Contract Act s.23

22 *Lis pendens*

Pronunciation: *lis pen-denz*

MEANING **A pending suit or action**

A legal doctrine that any transfer of immovable property that is the subject matter of pending litigation is subject to the outcome of that litigation. A purchaser of such property is bound by the court's eventual decision, even if they were unaware of the suit. In India, this principle is codified in Section 52 of the Transfer of Property Act, 1882 and is essential knowledge for property law practice.

EXAMPLE *A is suing B for ownership of a plot of land. While the suit is pending, B sells the land to C. C is bound by the court's final decision in A v B — lis pendens applies and C cannot claim to be an innocent purchaser.*

Used in: Property Law, Transfer of Property Act s.52, Conveyancing, Real Estate Due Diligence, Civil Litigation

Part 4 — Company Law, Constitutional Law & Equity (Maxims 23–25)

23 *Subrogation*

Pronunciation: *sub-ro-gay-shun*

MEANING **Substitution of one party for another in a legal right**

Strictly a legal doctrine rather than a Latin phrase, subrogation (from *subrogo* — I substitute) arises when one person steps into the legal shoes of another. Most commonly in insurance: when an insurer pays a claim, the insurer is subrogated to the insured's rights against the third party who caused the loss. The insurer can then pursue the third party in the insured's name to recover what it paid.

EXAMPLE *A insures their car. A third party negligently causes an accident. The insurer pays A's claim. The insurer is now subrogated to A's rights and sues the negligent driver to recover the payout.*

Used in: Insurance Law, Contract Law, Guarantees, Banking Law, Suretyship

24 *Ultra vires*

Pronunciation: *ul-tra vi-reez*

MEANING **Beyond the powers**

An act is ultra vires when it is performed beyond the legal authority or power of the person or body performing it. In company law, acts beyond a company's Memorandum of Association were historically void. In constitutional law, legislation or executive action that exceeds the powers granted by the Constitution is ultra vires and liable to be struck down. This concept is central to the rule of law and judicial review.

EXAMPLE *A government ministry issues a regulation that imposes criminal penalties without any enabling provision in the parent statute. The regulation is ultra vires the ministry's powers and can be challenged by way of writ petition.*

Used in: Constitutional Law, Administrative Law, Company Law, Judicial Review, Delegated Legislation

25 *Suppressio veri, suggestio falsi*

Pronunciation: *su-pres-ee-oh veh-ri, sug-jes-tee-oh fal-si*

MEANING **Suppression of truth is equivalent to suggestion of falsehood**

A principle of equity and contract law: silence about a material fact — where disclosure is required — is treated as equivalent to a false statement. This is the basis for the doctrine of misrepresentation by omission and the duty of disclosure in contracts uberrimae fidei (of the utmost good faith), such as insurance contracts. In Indian law, this principle is reflected in Section 17 of the Indian Contract Act (fraud by concealment).

EXAMPLE *A person applying for life insurance fails to disclose a pre-existing heart condition. The non-disclosure is not mere silence — under this maxim and Section 45 of the Insurance Act, the insurer may repudiate the policy for suppression of a material fact.*

Used in: Contract Law, Insurance Law, Misrepresentation, Fraud, Equity, Indian Contract Act s.17

Quick-Reference: All 25 Maxims at a Glance

#	Latin Maxim	Meaning	Area of Law
1	<i>Audi alteram partem</i>	Hear the other side	Natural Justice
2	<i>Nemo iudex in causa sua</i>	No one judges their own cause	Natural Justice
3	<i>Actus reus non facit reum...</i>	Act + guilty mind = crime	Criminal Law
4	<i>Ignorantia juris non excusat</i>	Ignorance of law is no excuse	Criminal / Civil
5	<i>Res ipsa loquitur</i>	The thing speaks for itself	Tort Law
6	<i>Ubi jus ibi remedium</i>	Where there is a right, there is a remedy	Constitutional Law

7	<i>Damnum sine injuria</i>	Damage without legal injury	<i>Tort Law</i>
8	<i>Injuria sine damno</i>	Legal injury without damage	<i>Tort Law</i>
9	<i>Ex turpi causa non oritur actio</i>	No action from an immoral cause	<i>Contract / Tort</i>
10	<i>Volenti non fit injuria</i>	Consent = no injury	<i>Tort Law</i>
11	<i>Caveat emptor</i>	Let the buyer beware	<i>Contract Law</i>
12	<i>Pacta sunt servanda</i>	Agreements must be kept	<i>Contract Law</i>
13	<i>Restitutio in integrum</i>	Restore to original position	<i>Damages</i>
14	<i>Nemo dat quod non habet</i>	Cannot give what you do not have	<i>Property Law</i>
15	<i>Lex loci contractus</i>	Law of the place of contract	<i>PIL / Conflict of Laws</i>
16	<i>Stare decisis</i>	Stand by what has been decided	<i>Judicial Precedent</i>
17	<i>Obiter dictum</i>	Said in passing	<i>Case Law</i>
18	<i>Ratio decidendi</i>	Reason for the decision	<i>Case Law</i>
19	<i>Expressio unius est exclusio alterius</i>	Expression of one excludes others	<i>Interpretation</i>
20	<i>Ejusdem generis</i>	Of the same kind	<i>Interpretation</i>
21	<i>In pari delicto</i>	In equal fault	<i>Contract / Equity</i>
22	<i>Lis pendens</i>	Pending suit	<i>Property Law</i>
23	<i>Subrogation</i>	Substitution of one party for another	<i>Insurance Law</i>
24	<i>Ultra vires</i>	Beyond the powers	<i>Constitutional / Co. Law</i>
25	<i>Suppressio veri, suggestio falsi</i>	Suppression of truth = falsehood	<i>Contract / Equity</i>

How to Use This Guide

Do not attempt to memorise all 25 maxims at once. Study them by area of law — learn the tort maxims alongside your Tort paper, the contract maxims with your Contract paper. When you encounter a maxim in a judgment, find it here and read the full explanation. Use the quick-reference table as a revision sheet before exams and interviews. In time, these maxims will become part of how you think — not just phrases you have memorised.

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