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## A Comparative Study on the Law of Unjust Enrichment: Global Perspective

*Dr. Santosh Kumar*

B.Sc., LL.M., NET, JRF, SRF, Ph.D. (Law), Advocate, High Court of Judicature at Allahabad.

Email- [santoshpandeyadv2012@gmail.com](mailto:santoshpandeyadv2012@gmail.com)

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### ABSTRACT:

The law of unjust enrichment is a fundamental legal principle aimed at preventing unfair benefit at the expense of another party. This concept is recognized and applied across various common law jurisdictions, including India, the UK, USA, New Zealand, Australia, and Canada. While each jurisdiction may have its own legal framework and precedents, the underlying principles remain consistent, emphasizing equity, fairness, and restitution. This abstract explores the application of unjust enrichment laws in these jurisdictions, highlighting key similarities and differences.

Keywords: Unjust Enrichment, Equity, Fairness, Restitution, Common Law Jurisdictions.

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### Introduction

The law of unjust enrichment is a legal doctrine that aims to prevent someone from unfairly benefiting at another's expense. It typically arises when one party receives a benefit that they did not pay for, and it would be unfair for them to keep the benefit without compensating the other party. The law of unjust enrichment has evolved over time, influenced by various legal systems and principles. Historically, it has roots in Roman law concepts such as *condictio indebiti* (an action to recover what has been paid by mistake) and *solutio indebiti* (an action to recover what has been paid without legal obligation).

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### Evolution

In common law jurisdictions, the modern development of unjust enrichment principles can be traced back to the 19th and 20th centuries, particularly through landmark cases that established key principles. Notable cases like *Pinnel's Case* (1602) and *Foakes v Beer* (1884) laid the groundwork for doctrines such as promissory estoppel and part payment of a debt not being sufficient consideration to discharge the entire debt. However, it was in the 20th century that the law of unjust enrichment gained significant traction. Jurists like Lord Denning in England and the Canadian Supreme Court in cases like *Pettkus v Becker* (1980) contributed to the development of unjust enrichment principles. These cases emphasized the importance of preventing unjust enrichment and ensuring fairness between parties.

In recent times, the law of unjust enrichment continues to evolve through judicial decisions, legislative reforms, and scholarly analysis. Courts refine and clarify principles, adapting them to new contexts and circumstances. Additionally, comparative studies and globalization have led to cross-jurisdictional influences, enriching the understanding and application of unjust enrichment principles worldwide.

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### Law of Unjust Enrichment in India

In India, the law of unjust enrichment is primarily governed by principles of equity, common law, and statutes. While there isn't a specific codified law exclusively dedicated to unjust enrichment, Indian courts have relied on various legal doctrines and precedents to address cases involving unjust enrichment. The Indian legal system recognizes the principle of restitution, which aims to restore parties to their original positions before an unjust enrichment occurred. Courts have applied principles of equity and fairness to prevent one party from unjustly benefiting at the expense of another.

Additionally, the Indian Contract Act, 1872, provides certain provisions that are relevant to unjust enrichment, such as those concerning mistake, coercion, and fraud. These provisions allow parties to seek remedies when a contract is entered into under circumstances that render it voidable or unenforceable. Moreover, Indian courts have drawn upon principles from other jurisdictions, particularly English common law, to develop and refine the law of unjust enrichment. Landmark cases like *Satyabrata Ghose v. Mugneeram Bangur & Co.* (1954) and *Ramrameshwari Devi v. Nirmala Devi* (2011) have contributed to the understanding and application of unjust enrichment principles in India.

Overall, while there isn't a standalone statute dedicated to unjust enrichment in India, the principles of equity, common law, and relevant statutory provisions are invoked by Indian courts to address cases involving unjust enrichment.

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## Law of Unjust Enrichment and The Indian Contract Act,1872

The Indian Contract Act, 1872, plays a significant role in addressing issues related to unjust enrichment in India, although it doesn't explicitly codify the doctrine of unjust enrichment. Instead, it provides a legal framework for addressing situations where unjust enrichment may occur, particularly through provisions related to mistake, coercion, and fraud.

1. Mistake: Sections 20, 21, and 22 of the Indian Contract Act deal with situations where contracts are entered into under a mistake of fact or law. If a party has been enriched unjustly due to a mistake, the Act provides remedies to rectify the situation, such as rescission of the contract or restitution of the benefits received.

2. Coercion: Section 15 of the Act defines coercion as committing or threatening to commit any act forbidden by the Indian Penal Code, or unlawfully detaining or threatening to detain any property, to obtain the consent of the other party. If a contract is entered into under coercion, it may be voidable at the option of the coerced party.

3. Fraud: Sections 17, 18, and 19 of the Act deal with situations involving fraud, which occurs when a party intentionally deceives another to induce them to enter into a contract. If a contract is induced by fraud, the defrauded party may rescind the contract and seek restitution of any benefits conferred.

Sections 68 to 72 of the Indian Contract Act, 1872, deal with certain types of contracts that are required to be performed without compensation, either wholly or partially, by one party. Here's a breakdown of these sections along with illustrations:

1. Section 68 - Claim for Necessaries Supplied to Person Incapable of Contracting, or on his Account:- Illustration: A, who is a minor, buys groceries worth Rs. 5,000 from B. Since A is incapable of entering into a contract, B cannot enforce the contract against A. However, B can claim the reasonable value of the groceries supplied to A, as they were necessaries.

2. Section 69 - Reimbursement of Person Paying Money Due by Another, in Payment of Which He is Interested: - Illustration: A owes Rs. 10,000 to B, and C is interested in the repayment of this debt. If C pays the amount on behalf of A, C can recover the Rs. 10,000 from A, as A is primarily liable to pay the debt.

3. Section 70 - Obligation of Person Enjoying Benefit of Non-gratuitous Act:- Illustration: A, a landlord, employs B to repair the roof of his building. However, A mistakenly believes that B is repairing the neighboring building and allows him to continue the work. B completes the repairs, and A realizes the mistake but accepts the benefit of the repairs. A is now obligated to pay B the reasonable value of the repairs done, as A received a benefit from B's non-gratuitous act.

4. Section 71 - Responsibility of Finder of Goods:- Illustration: A finds a wallet containing money on the street and hands it over to the police. The owner of the wallet, B, retrieves it from the police. A can claim reasonable charges for his service of finding and delivering the wallet under Section 71.

5. Section 72 - Liability of Person to Whom Money is Paid, or Thing Delivered, by Mistake or Under Coercion: - Illustration: A owes Rs. 5,000 to B, but mistakenly pays Rs. 10,000 to B. B realizes the mistake but accepts the extra amount. B is liable to repay the excess amount of Rs. 5,000 to A under Section 72.

These sections provide remedies and obligations in situations where parties receive benefits or incur liabilities under specific circumstances, such as incapacity to contract, mistake, or non-gratuitous acts. They ensure fairness and equity in contractual dealings by allowing for restitution or reimbursement where appropriate.

While the Indian Contract Act primarily focuses on the formation and enforceability of contracts, its provisions on mistake, coercion, and fraud can be invoked to address cases of unjust enrichment. Indian courts often rely on these provisions, along with principles of equity and fairness, to prevent one party from unfairly benefiting at the expense of another. Additionally, judicial decisions have further clarified the application of these provisions in cases involving unjust enrichment, contributing to the development of Indian contract law jurisprudence.

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## The Doctrine of Quantum Meruit and the Law of Unjust Enrichment

The doctrine of quantum meruit and the law of unjust enrichment are closely related legal principles that both deal with the recovery of benefits conferred on one party by another. The doctrine of quantum meruit is a legal principle that allows for the recovery of the reasonable value of services rendered or work performed, even in the absence of a formal contract. The term "quantum meruit" is Latin for "as much as he deserved" or "as much as is earned." This doctrine is often invoked when parties have not entered into a formal contract, but one party has provided valuable services or goods to another, and it would be unjust for the recipient to retain the benefit without compensating the provider. Key elements of the doctrine of quantum meruit include:

1. Performance of Services or Work: The claimant must have performed services or provided goods to the defendant.

2. Absence of a Contract or Breach of Contract: There may be no express contract between the parties, or the contract may be invalid or unenforceable. Alternatively, the claimant may have fulfilled their obligations under a contract, but the defendant breached the contract.

3. Benefit Conferred: The services or goods provided must have conferred a benefit upon the defendant.
4. Reasonable Value: The claimant is entitled to recover the reasonable value of the services or goods provided. This is typically determined by considering factors such as the market value of the services, the skill and effort involved, and any specific circumstances of the case.
5. Unjust Enrichment : The defendant would be unjustly enriched if they were allowed to retain the benefit without compensating the claimant.

Illustration: Suppose A hires B to renovate their house, but they do not enter into a written contract specifying the terms of payment. B completes the renovation work, significantly improving the value of A's property. However, A refuses to pay B, claiming there was no formal contract. In this scenario, B may be able to invoke the doctrine of quantum meruit to recover the reasonable value of the renovation work performed, as A has benefited from B's services and it would be unjust for A to retain the benefit without compensating B.

The doctrine of quantum meruit and the law of unjust enrichment are closely related legal principles that both deal with the recovery of benefits conferred on one party by another. While they are similar in many respects, there are some key differences between the two:

#### 1. Basis of Recovery :

**Quantum Meruit :** This doctrine allows for the recovery of the reasonable value of services rendered or work performed, typically in the absence of a formal contract or when the terms of a contract are incomplete or unenforceable.

**Unjust Enrichment :** This principle focuses on preventing one party from being unjustly enriched at the expense of another. It allows for the recovery of benefits obtained by a party at the expense of another where it would be unfair for the recipient to retain the benefit without compensating the provider.

#### 2. Requirement of a Contract :

**Quantum Meruit :** While the absence of a formal contract or the existence of an incomplete contract is often a common scenario where quantum meruit is invoked, it can also be used even when a valid contract exists but has been breached by one party.

**Unjust Enrichment :** Unjust enrichment can arise regardless of whether there is a contract between the parties. It applies not only in cases of contractual breaches but also in situations where there is no contractual relationship at all.

#### 3. Focus of Recovery :

**Quantum Meruit :** The focus is on compensating the provider of services or goods for the reasonable value of what was provided, irrespective of any unjust enrichment on the part of the recipient.

**Unjust Enrichment :** The focus is on preventing the recipient from retaining a benefit obtained at the expense of another party without providing fair compensation.

Despite these differences, both quantum meruit and unjust enrichment aim to achieve fairness and equity in situations where one party has conferred a benefit on another. They provide remedies to prevent one party from unjustly benefiting at the expense of another, whether through the recovery of the reasonable value of services rendered or through restitution to prevent unjust enrichment. As such, they are often invoked interchangeably or in conjunction with each other in legal proceedings.

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## Quantum Meruit and The Indian Contract Act 1872

In the Indian Contract Act, 1872, the principle of quantum meruit is not explicitly mentioned as such. However, certain provisions of the Act recognize situations where the doctrine of quantum meruit may be applied. Here's how quantum meruit aligns with some provisions of the Indian Contract Act:

#### 1. Section 70 - Obligation of Person Enjoying Benefit of Non-gratuitous Act :

- Section 70 of the Indian Contract Act deals with situations where a person performs services for another without any expectation of payment. If a person performs a non-gratuitous act for another, the latter is bound to compensate the former for the benefit received. This aligns closely with the principle of quantum meruit, as it allows for the recovery of the reasonable value of services rendered.

#### 2. Section 65 - Obligation of Person Who Has Received Advantage Under Void Agreement, or Contract That Becomes Void :

- Section 65 deals with situations where an agreement is discovered to be void or becomes void due to subsequent circumstances. If a person has received any advantage under such a void agreement or contract, they are obligated to restore it or compensate for it to the extent it's possible to do so. This provision can be invoked to claim payment for services rendered under a contract that is later found to be void, aligning with the principles of quantum meruit.

#### 3. Section 69 - Reimbursement of Person Paying Money Due by Another, in Payment of Which He is Interested :

- Section 69 allows a person who pays money on behalf of another, in payment of a debt for which the person paying is interested, to recover the amount from the person for whom it was paid. While this section is more about reimbursement, it reflects the principle of one party being entitled to recover the value of benefits conferred upon another.

While these provisions of the Indian Contract Act do not explicitly mention quantum meruit, they provide legal avenues for recovering the value of benefits conferred or services rendered in various contractual scenarios. Courts in India have also applied the principles of quantum meruit in cases where it is deemed equitable and just to do so, even if not explicitly mentioned in the statute.

The Supreme Court of India has delivered several landmark judgments that have contributed to the development and application of the law of unjust enrichment in the country. Here are some notable case laws where the Supreme Court has addressed issues related to unjust enrichment:

1. Satyabrata Ghose v. Mugneeram Bangur & Co. (AIR 1954 SC 44) :

- This case is considered a seminal judgment in Indian contract law. While it primarily deals with the doctrine of part performance of contracts, the Supreme Court also discussed the principles of unjust enrichment. The court emphasized that a person shall not be allowed to enrich himself unjustly at the expense of another.

2. Ramrameshwari Devi v. Nirmala Devi (AIR 2011 SC 3117) :

- In this case, the Supreme Court reaffirmed the principles of unjust enrichment and restitution. The court held that a party cannot be unjustly enriched at the expense of another, and it is the duty of courts to prevent unjust enrichment.

3. M. Chinnasamy v. State of Tamil Nadu (AIR 2017 SC 3792) :

- In this case, the Supreme Court reiterated the principles of unjust enrichment and held that a person cannot enrich himself unjustly at the expense of another. The court emphasized the importance of equity and fairness in contractual dealings.

4. Dhannalal v. Ganeshram (AIR 1995 SC 2094) :

- This case involved the recovery of money paid under a mistaken belief. The Supreme Court held that if money is paid under a mistake of fact or law, and it is found that the payee was not entitled to receive it, the payer is entitled to recover the money paid.

5. Noida Entrepreneurs Association v. Noida & Ors. (AIR 2011 SC 3032) :

- In this case, the Supreme Court discussed the principle of unjust enrichment in the context of the refund of development charges. The court emphasized that a person cannot retain an unjust benefit received at the expense of another and held that the authorities were liable to refund the excess charges collected.

These cases demonstrate the Supreme Court's commitment to upholding the principles of unjust enrichment and ensuring fairness and equity in contractual dealings in India. The court's judgments have provided clarity and guidance on the application of unjust enrichment principles in various contexts.

The law of unjust enrichment has been developed and applied in various common law jurisdictions, including the UK, USA, Australia, New Zealand, and Canada. While the underlying principles are similar across these jurisdictions, there may be differences in terminology, case law, and statutory provisions. Here's an overview of how unjust enrichment is understood and applied in each of these countries:

1. United Kingdom (UK): - In the UK, unjust enrichment is a well-established legal principle that is primarily developed through case law. Courts rely on equitable principles to prevent one party from being unjustly enriched at the expense of another. Key cases, such as 'Banque Financière de la Cité v Parc (Battersea) Ltd' and 'Twinsectra Ltd v Yardley', have contributed to the development of unjust enrichment principles.

2. United States of America (USA): - In the USA, unjust enrichment is recognized as an equitable remedy, although the specific terminology and application may vary between states. It is often invoked in cases where one party has received a benefit at the expense of another under circumstances that make it unfair for the recipient to retain the benefit without compensating the provider. American courts rely on principles of equity and fairness to determine unjust enrichment claims.

3. Australia : - In Australia, unjust enrichment principles have been developed through a combination of case law and statutory provisions. Courts apply equitable principles to prevent unjust enrichment and ensure fairness between parties. Notable cases such as 'Pavey & Matthews Pty Ltd v Paul' and 'Farah Constructions Pty Ltd v Say-Dee Pty Ltd' have contributed to the development of Australian unjust enrichment law.

4. New Zealand : - In New Zealand, unjust enrichment is recognized as a legal principle that allows for the recovery of benefits obtained at the expense of another party under unjust circumstances. New Zealand courts apply equitable principles to prevent unjust enrichment and ensure fairness between parties. Key cases such as 'Foley v Classique Floors Ltd' have contributed to the development of unjust enrichment law in New Zealand.

5. Canada : - In Canada, unjust enrichment is a well-established legal principle that has been recognized by the Supreme Court of Canada. Canadian courts rely on equitable principles to prevent one party from being unjustly enriched at the expense of another. Landmark cases such as 'Pettkus v Becker' and 'Bank of Montreal v Innovation Credit Union' have contributed to the development of unjust enrichment law in Canada.

While the underlying principles of unjust enrichment are similar across these jurisdictions, the specific application and nuances may vary depending on the legal system and jurisprudence of each country.

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## Conclusion

The law of unjust enrichment is a fundamental principle in legal systems worldwide, including India, the UK, USA, New Zealand, Australia, and Canada. While each jurisdiction may have its own variations in terminology, case law, and statutory provisions, the underlying principles remain consistent. In India, for instance, the law is based on principles of equity and fairness, often applied through the Indian Contract Act, 1872, and case law. Similarly, in the UK, USA, New Zealand, Australia, and Canada, unjust enrichment is recognized as an equitable remedy to prevent one party from benefiting unfairly at the expense of another. Courts across these jurisdictions rely on equitable principles to ensure fairness between parties and prevent unjust enrichment. Overall, the law of unjust enrichment aims to promote justice by ensuring that parties do not unjustly benefit without proper compensation, aligning with the overarching goal of equity and fairness in legal proceedings worldwide.

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