



Strict vs Absolute Liability Principle

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Why in News

Recently, the **National Green Tribunal** (NGT) found **LG Polymers** prima facie liable under the **strict liability principle** for the **Vizag gas leak**.

However, according to the lawyers, the term **absolute liability principle** should have been used instead.

Key Points

- The NGT directed the company to deposit an initial amount of ₹50 crore and formed a fact-finding committee.
- The use of the term **strict liability has been questioned** by the lawyers because it was **made redundant in India by the Supreme Court in 1987**.
- **Strict Liability Principle:**
Under it, a party/company is **not liable** and **need not pay compensation** if a hazardous substance escapes its premises **by accident** or by an '**act of God**' (**Force Majeure**) among other circumstances.
- **Absolute Liability Principle:**
Under it, a party/company in a hazardous industry **cannot claim any exemption**. It has to **mandatorily pay compensation**, whether or not the disaster was caused by its negligence.
- The **National Green Tribunal Act of 2010** incorporates **the absolute liability principle**.
 - **Section 17** of the act mandates that the Tribunal should apply the absolute liability principle even if the disaster caused is an accident.
 - A hazardous enterprise is liable **even if the disaster is an accident** and not caused by the negligence of the company.

Background

- The Supreme Court, in the **M.C. Mehta vs Union of India 1987**, found **strict liability principle inadequate** to protect citizens' rights and **replaced it with the absolute liability principle**.
- This judgement came on the **Oleum gas leak case of Delhi in 1986**.
 - Oleum gas leaked from a fertiliser plant of **Shriram Food and Fertilisers Ltd.** complex at Delhi, causing damages to several people.
 - **Oleum** or **fuming sulfuric acid** refers to solutions of various compositions of sulfur trioxide in sulfuric acid or sometimes more specifically to disulfuric acid (also known as pyrosulfuric acid).
- The court found that strict liability which was evolved in an English case called **Rylands versus Fletcher, 1868**, **provided companies with several exemptions** from assuming liability.
- Absolute liability, on the other hand, provides them with no defence or exemptions and is part of **Article 21 (Right to Life)**.

Article 21 declares that **no person shall be deprived of his life or personal liberty** except according to procedure established by law. This right is available to **both citizens and non-citizens**.
- The court wanted **corporations** to be made **fully liable for future undeserved suffering of innocent citizens** and held that a hazardous enterprise has an **absolute non-delegable duty** to the community.
- That time, India was still under the shock of the **Bhopal gas tragedy, 1984**.

Methyl Isocyanate (MIC) leaked from the pesticide plant of **Union Carbide** in the capital city of **Madhya Pradesh**.

Source: TH