



FACULTY OF JURIDICAL SCIENCES

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Lecture-9



LECTURE 9: Absolute Liability

ABSOLUTE LIABILITY

Absolute liability in its basic sense refers to no fault liability, in which the wrong doer is not provided with exceptions which are provided in rule of strict liability. Absolute liability is more stringent than of strict liability; the rule laid in **Rylands v Fletcher** was recognized by Supreme Court of India in **M. C. Mehta v Union of India**.

A clear distinction between Strict and Absolute liability rule was laid down by SC in **M.C.Mehta v Union of India** , giving four basic points only those enterprises will be liable which are betrothed in hazardous or inherently dangerous activity, this implies that other industries not falling in the ambit stated, will be covered under Strict liability rule.

- The escape of a dangerous thing from one's land is not necessary, which means that the rule will be applicable to those injured within the premise and person outside the premise
- Rule doesn't have an exception, which is provided in rule of Strict Liability
- The quantum of damages depends on the magnitude and financial capability of the enterprise.
- The facts of the case are that there was leak of oleum gas from one of the units of Shriram Foods and Fertilisers Industries, on 6th December, 1985, in the aftermath of the Bhopal gas, the application was filed to get compensation to the persons who had suffered harm on account of leak of the oleum gas.
- The important question before the court was that whether as to continue with the principle of strict liability for the compensation or to evolve our very own principle which is more strict and binding. SC in the above case apart from dealing with the point of law regards the ambit of Art. 12 and 34, also gave a new rule of absolute liability, where by giving various features of the same and clearly differentiating between the earlier existing principle and the new principle.
- Petition was filed by M. C. Mehta for closure of Shriram Industries, was engaged in

manufacturing of hazardous substances and located in densely populated area Whether such hazardous industries to be allowed to operate, If they are allowed to work in such areas any regarding mechanism to be evolved Liability and compensation how to be determine, CPCB to Appoint an Inspector to inspect and see the pollution standards under water

Act and Air act as Workers safety committee, Instruct and train workers in plant safety and install loudspeakers To use safety masks Undertaking from chairman, stating by Escape of gas if there are deaths. Court directed to Deposit 20 lakhs as guarantee and 15 Lakhs for payment of compensation.

Difference between Strict Liability and Absolute Liability

The difference between Strict and Absolute liability rules was laid down by Supreme Court in **M.C. Mehta v Union of India**, where the court explains as:

Firstly, In Absolute Liability only those enterprises shall be held liable which are involved in hazardous or inherently dangerous activities, this implies that other industries not falling in the above ambit shall be covered under the rule of Strict liability.

Secondly, the escape of a dangerous thing from one's own land is not necessary; it means that the rule of absolute liability shall be applicable to those injured within the premise and person outside the premise.

Thirdly, the rule of Absolute liability does not have an exception, whereas as some exception were provided in rule of Strict Liability. Also in the case of **Union of India v Prabhakaran Vijay Kumar** the view of constitutional bench was that the rule of MC Mehta is not subject to any type of exception.

Fourthly, the Rule of Ryland v Fletcher apply only to the non natural use of land but the new rule of absolute liability apply to even the natural use of land. If a person uses a dangerous substance which may be natural use of land & if such substance escapes, he shall be held liable even though he have taken proper care. Further, the extent of damages depends on the magnitude and financial capability of the institute.

Supreme Court also contended that , The enterprise must be held to be under an obligation to ensure that the hazardous or inherently dangerous activities in which it is engaged must be conducted with the highest standards of safety and security and if any harm results on account of such negligent activity, the enterprise/institute must be held absolutely liable to compensate for any damage caused and no opportunity is to given to answer to the enterprise to say that it had taken all reasonable care and that the harm caused without any negligence on his part.

