

Doctrine of Arbitrariness

Menu; civil Law, sub-menu; Constitutional Law

Category; Fundamental Right

Arbitrariness is the quality of being "determined by chance, whim, or impulse, and not by necessity, reason, or principle".

Arbitrary decisions are not necessarily the same as random decisions. For example, during the 1973 oil crisis, Americans were allowed to purchase gasoline only on odd-numbered days if their license plate was odd, and on even-numbered days if their license plate was even. The system was well-defined and not random in its restrictions; however, since license plate numbers are completely unrelated to a person's fitness to purchase gasoline, it was still an arbitrary division of people.

In the case of *Andhra Pradesh Dairy Development Corporation Federation v. B. Narassimha Reddy* [(2011) 9 SCC 286], it was held that it is a settled legal proposition that Article 14 of the Constitution strikes at arbitrariness because an action that is arbitrary, must necessarily involve negation of equality. This doctrine of arbitrariness is not restricted only to executive actions, but also applies to the legislature. Thus, a party has to satisfy that the action was reasonable, not done in unreasonable manner or capriciously or at pleasure without adequately determining a principle, rational and has been done according to reason or judgment and certainly does not depend on the will alone. However, the action of the legislature, violative of Article 14 of the constitution, should ordinarily be manifestly arbitrary. There must be a case of substantive unreasonableness in the statute itself for declaring the act ultra vires Article 14 of the Constitution.

In *Karnataka State Forest Industries Corporation v. India Rockes* [(2009) 1 SCC 150], the Court held that it would not enforce the terms of a contract qua contract but if the action of the State is arbitrary or discriminatory and violates Article 14, a writ of mandamus or any other appropriate writ may be issued.

In *Michigan Rubber (India) Ltd v. State of Karnataka*, [92012) 8 SCC 216], it was held that;

- The basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;
- Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of

contracts by inviting tenders, in those circumstances, the interference by Court is very limited;

- In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be considered to the State authorities unless the action of the tendering authority is found to be malicious and misuse of its statutory powers, interference by Court is not warranted;
- Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resource to successfully execute the work; and
- If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by court is very restrictive since no person can claim a fundamental right to carry on business with the Government.