SYNOPSIS

Ambiguity and Vagueness of Words in Statutory Interpretation

Statutory interpretation begins with the language through which the legislature creates rights, duties, powers and liabilities. Yet language does not supply a mechanically complete answer to every legal question. An expression may support more than one meaning, or its accepted meaning may leave uncertainty at the boundary of its application. These difficulties are conventionally described as ambiguity and vagueness. Distinguishing them helps the interpreter identify the precise problem and select an appropriate method of reasoning.

Ambiguity ordinarily calls for a choice between competing senses or constructions; vagueness calls for judgment about whether particular circumstances fall within an expression whose general sense is understood. Both must be addressed through the statutory text, its context and the legal framework in which it operates. The distinction is analytically useful, although the two difficulties may coexist in the same provision. This chapter examines their linguistic foundations, their principal forms and the interpretative techniques used to manage them, with an illustration drawn from Indian taxation legislation.

Nature of Words

A word is a basic unit of language through which ideas and legal concepts are expressed. In linguistic analysis, words consist of one or more morphemes, the smallest meaningful units of language. A free morpheme can stand independently, as in “book” or “law”; a bound morpheme cannot, as with the plural ending "-s" in "books". This distinction explains the internal structure of words, but the interpretation of legislation requires attention to words as parts of larger statements.

Words have conventional meanings established through social usage rather than an inherent and permanently fixed connection with the objects or ideas they denote. This does not make meaning arbitrary: shared linguistic practice constrains the readings that are reasonably available. In legislation, those conventions operate together with statutory definitions, specialised usage, grammar and the structure of the enactment. A dictionary may identify possible senses, but cannot by itself determine which sense governs a particular provision

Characteristics of Words Relevant to Interpretation

Ordinary Usage and Change over Time

Ordinary expressions are generally approached in their natural and popular sense, understood in the setting in which the legislature uses them. Language evolves: familiar words may acquire new senses, while established categories may come to include new technologies or practices. Interpretation must therefore distinguish a change in a word's meaning from the application of an existing meaning to new facts.

It would be too broad to state that every statutory word necessarily bears its popular meaning at the date of application. The relevant temporal perspective depends on the enactment, its subject matter and the applicable interpretative approach. A historically specific provision may preserve an earlier usage; a continuing provision expressed in general terms may accommodate later developments. Contemporary usage is consequently relevant, but is not an automatic substitute for examining the legislative context.

Etymology

Etymology concerns the origin and historical development of words. It can illuminate how an expression acquired its meanings, but historical derivation does not necessarily establish its legally relevant sense. The history of “science”, for example, illustrates the movement from knowledge generally towards more specialised forms of systematic inquiry. An interpreter should avoid treating a word’s earliest meaning as decisive when established usage and statutory context point elsewhere.

Context and Association

Words take meaning from their surroundings. The relevant context includes neighbouring expressions, the provision as a whole, definitions, related sections, the statutory scheme and the purpose disclosed by the enactment. The maxim noscitur a sociis recognises that an expression may be understood through its associated words. Ejusdem generis may confine general words following a list of particular items to the relevant class, where the list and context support such a class. Neither maxim supplies an inflexible rule independent of the statutory setting.

Syntax and Sentence Structure

Syntax determines the relationships between words. Even individually familiar expressions may yield competing readings because of modifier placement, conjunctions, punctuation or the grouping of phrases. For example, a hypothetical requirement to license “dealers in imported cars and motorcycles” may leave doubt whether “imported” qualifies both categories or cars alone. Careful drafting can remove such uncertainty; interpretation must resolve it through grammar considered alongside the provision's structure and purpose.

Ambiguity

Definition and Interpretative Significance

A word or phrase is ambiguous in a given context when it has more than one distinct, reasonably available meaning and the context does not make clear which is intended. The existence of several dictionary meanings is not enough: ambiguity persists only if more than one reading remains plausible in the relevant setting. Thus, "bank" has several linguistic senses, but a provision about deposit-taking institutions will ordinarily exclude the riverbank sense without difficulty.[1]

Ambiguity may occur in an individual word, a phrase, the grammatical structure of a sentence or the interaction of statutory provisions. The interpreter must identify the competing readings precisely and explain why one is preferable. Merely asserting that language is ambiguous does not justify selecting whichever outcome appears desirable.

Illustration from Section 9 of the CGST Act

Section 9(1) of the Central Goods and Services Tax Act 2017 provides for the levy of central goods and services tax and contains the phrases "collected in such manner as may be prescribed" and "shall be paid by the taxable person". The word "collected" invites an initial question: does it describe collection by the State from the liable person, or collection by a supplier from the recipient? The illustration concerns this relationship

1 Thornton (2008), p 11.

between collection and payment, rather than every component of the charging provision.[2]

Section 32 supplies relevant context because it restricts unauthorised collection of amounts by way of tax. Its use of collection language shows that the Act also addresses the supplier–recipient relationship. It does not, however, establish that the same word must describe that relationship in section 9(1). Read structurally, the payment obligation and the regulation of amounts recovered from customers perform distinct functions. The inference that tax becomes payable only after customer collection therefore requires more than a comparison of these two provisions.[3]

The practical question is whether an unpaid invoice, cancellation or write-off alters liability. These situations must be separated. A debt that remains unpaid is not necessarily equivalent to a cancelled supply, returned goods or a legally effective reduction in taxable value. Analysis must examine the taxable supply, time of supply, valuation and any applicable credit-note or adjustment provisions. Commercial inability to recover payment does not by itself establish that the charging provision ceases to apply.[4]

Article 265 of the Constitution requires legal authority for taxation. It directs attention to the statutory basis of liability, but does not independently make liability conditional on recovery from a customer. The example thus illustrates a methodological point: a potentially ambiguous verb should be interpreted within

2 Central Goods and Services Tax Act 2017, s 9(1). For the wording underlying this illustration, see the original Act reproduced by CBIC, https://cbic-gst.gov.in/hindi/CGST-bill-e.html.

3 Central Goods and Services Tax Act 2017, ss 9(1) and 32. The distinction drawn here is a contextual analysis of the provisions, not a quotation from a judicial holding.

4 Central Goods and Services Tax Act 2017, ss 7, 9, 12–15 and 34, subject to the provisions, amendments, rules and notifications applicable to the transaction.

the whole fiscal scheme, and a practical liability question should not be answered through that verb alone.[5]

Types of Ambiguity

Three useful categories distinguish the source of the uncertainty. They may overlap, because the meaning of a word, its grammatical position and its statutory context influence one another.[6]

- Semantic ambiguity arises where an expression supports different senses. Related senses of a word are commonly described as polysemy; unrelated words sharing a form are more precisely described as homonymy. Both can create interpretative difficulty if the surrounding language fails to select the relevant sense.
- Syntactic ambiguity arises from grammatical relationships. The uncertainty concerns how words or phrases are connected, as in the licensing example involving imported cars and motorcycles.
- Contextual ambiguity arises where a plausible reading encounters difficulty when considered with internal or external context. Related provisions or the legal setting may support a different construction from that suggested by the expression in isolation.

General and Fact Specific Ambiguity

An enactment may be ambiguous generally, so that competing constructions exist independently of any unusual facts. Alternatively, uncertainty may emerge only when the provision encounters a particular factual situation. Legislation must address

5 Constitution of India, art 265.

6 Bennion (2020), p 365.

broad classes of conduct and circumstances, and cannot anticipate every case to which its language may later be applied.[7]

This distinction concerns when the difficulty becomes apparent, rather than a wholly separate linguistic classification. A particular case may expose a choice between two senses and therefore reveal ambiguity. If the sense is agreed but its boundary is doubtful, the difficulty is more precisely vagueness. References to a peripheral "penumbra" of uncertainty should therefore not obscure the difference between competing meanings and borderline membership of a category.

General and Technical Meaning

Trades, professions and disciplines often use familiar words in specialised senses. Members of a community may assume that meaning without expressly stating it. "Issue", for example, may refer to a disputed question in litigation, descendants in a succession context, or the release of stamps or a financial instrument. These examples show why the same verbal form cannot be assigned one uniform meaning across unrelated settings.[8]

Where ordinary and technical senses are available, the interpreter examines the subject matter, intended audience, statutory definitions and established usage in the relevant field. A specialised enactment may support a technical construction, but the mere existence of a professional meaning does not establish that the legislature adopted it. Equally, an ordinary dictionary meaning should not displace a technical sense clearly indicated by the provision.

7 Bennion (2020), p 366.

8 Thornton (2008), p 11.

Bilingual and Multilingual Enactments

Multiple language texts can both assist and complicate interpretation. Ambiguity in one version may be clarified by comparison with another. Conversely, two individually clear formulations may appear to convey different rules when read together. The difficulty then lies in reconciling the texts within the legal scheme governing their status.[9]

The first question is therefore institutional as well as linguistic: which versions have legal authority, and what rule governs a discrepancy? A jurisdiction may recognise equally authoritative texts, designate a controlling text or prescribe another method of reconciliation. An unofficial translation must not automatically be treated as an equally authoritative enactment.[10]

In India, Article 348(1)(b), until Parliament otherwise provides by law, specifies English for the authoritative texts of the legislative instruments it covers. Article 348(3) addresses State legislation in another language: an English translation published in the State's Official Gazette under the Governor's authority is authoritative in English. The publication and authorisation requirements matter; the provision does not confer that status on every translation.[11]

The Official Languages Act 1963 adds a statutory framework for authoritative translations, including Hindi translations of Central enactments under section 5 and specified State enactments under section 6. Accordingly, the interpreter should identify the relevant constitutional and statutory provisions before comparing

9 Bennion (2020), p 366.

10 Bennion (2020), p 379.

11 Constitution of India, art 348(1)(b) and (3); Department of Official Language, Constitutional Provisions, https://rajbhasha.gov.in/en/constitutional-provisions.

versions, and should not assume either equal authority or automatic priority merely from the existence of two texts.[12]

Vagueness

Definition and Borderline Cases

Vagueness exists when the general sense of an expression is understood but its boundaries are uncertain. A term may have clear instances, clear exclusions and an intermediate range in which classification remains doubtful. "Substantial damage" illustrates the problem: the expression indicates a degree of seriousness, but does not necessarily identify a numerical threshold. The interpretative question is whether the proven damage crosses the threshold contemplated by the provision.

The core-and-penumbra description captures this feature of legal language. A category such as "vehicle" may readily cover an ordinary motor car while leaving uncertainty about an unusual mobility device in a particular statute. Once the relevant sense has been identified, the remaining task is to determine whether the statutory category extends to the disputed case.

Causes of Vagueness

- Generic language describes classes rather than exhaustively enumerating their members. Terms such as "employee", "shop" and "dangerous substance" may leave borderline cases, particularly when new arrangements or technologies emerge. Definitions can narrow the uncertainty but may themselves contain general terms.
- Context-sensitive standards require circumstances to be specified before their application becomes clear. What counts

12 Official Languages Act 1963, ss 5–6; Department of Official Language, https://rajbhasha.gov.in/en/official-languages-act-1963.

as a sufficient precaution may depend on the activity, the foreseeable danger and the provision's purpose. Context shapes the boundary even when the basic sense is agreed.

- Evaluative expressions require judgment about degree, quality or justification. "Reasonable", "necessary", "substantial", "public interest", "good faith" and "immoral" may draw upon factual, social or legal assessments that do not reduce to a single mechanical test.

Context sensitivity should not itself be confused with vagueness. The different uses of "line" in "railway line", "boundary line" and "line of succession" illustrate different senses, and therefore potential semantic ambiguity. Vagueness arises when the boundaries remain uncertain after the relevant sense has been selected.

Judicial Response and Legislative Flexibility

The interpreter first examines any applicable definition, including its scope and qualifications. A statutory definition normally governs the expression within its stated field, although wording such as "unless the context otherwise requires" may qualify that direction. Definitions may be exhaustive, inclusive or otherwise structured; their language must itself be interpreted rather than treated as a complete escape from linguistic uncertainty.

Where uncertainty remains, judicial reasoning should identify the statutory standard, the considerations relevant to it and the reasons for treating the facts as falling within or outside it. Context, purpose and applicable precedent can provide discipline and consistency. A court should explain the connection between the statutory criterion and its factual conclusion rather than substitute an unexpressed personal preference for the legislative standard.

Some vagueness is deliberate. Expressions such as “reasonable” or “sufficient cause” allow a provision to respond to circumstances that cannot sensibly be listed in advance. Their openness is not necessarily defective drafting. The task is to preserve the intended flexibility while developing reasons that make decisions intelligible and reasonably consistent. Precision and adaptability must therefore be considered together.

At the drafting stage, carefully framed definitions, clear sentence structure and consistent terminology reduce avoidable uncertainty. Repetition of the same term for the same concept is usually preferable to stylistic variation. These techniques manage uncertainty; they cannot remove every future borderline case.

Distinction between Ambiguity and Vagueness

The following comparison summarises the distinction. It is a diagnostic aid, since a single dispute may involve both selecting a meaning and determining its application.

Aspect	Ambiguity	Vagueness
Nature	Two or more plausible senses or constructions.	An understood sense with uncertain boundaries.
Central question	Which meaning does the provision convey?	Does this case fall within the expression?
Typical source	Multiple senses, grammar or conflicting context.	General categories, degree or evaluative standards.
Illustration	Whether “imported” qualifies both cars and motorcycles.	Whether particular damage is “substantial”.
Interpretative task	Select the construction supported by the statutory setting.	Give reasoned content to the standard and apply it.

Aspect	Ambiguity	Vagueness
Possible overlap	Selecting a sense may leave borderline cases.	A borderline case may expose competing senses.

Presumptions and Principles Governing Word Meaning

The following propositions guide interpretation but do not operate as irrebuttable rules. Statutory definitions and context may displace a prima facie reading, while context and purpose inform the analysis from the outset.

- Ordinary meaning. Ordinary words generally bear their natural and popular sense in the relevant statutory setting. The appropriate temporal perspective must be established rather than assumed.
- Technical meaning. Expressions used as terms of art generally bear the specialised meaning appropriate to the relevant field, where the statute indicates that usage.
- Contextual coherence. A word is read with its surrounding language, related provisions and the scheme and purpose of the enactment.
- Consistency of repeated terms. The same word in the same statute is ordinarily expected to carry the same meaning, but differing functions or contexts may rebut that expectation.
- Significance of different terms. A change of wording may indicate a difference in meaning. That inference remains contextual because legislative language is not invariably perfectly consistent.

These principles should be applied together. For example, a presumption of consistent usage cannot conclusively resolve the CGST collection illustration where related provisions address different legal relationships. Likewise, a technical meaning cannot be adopted without establishing the setting that makes it appropriate. The interpreter's reasons should show how the relevant considerations support the chosen construction.

Conclusion

Ambiguity and vagueness arise from different features of legislative language. Ambiguity presents competing meanings; vagueness presents uncertain boundaries within an understood meaning. Their resolution requires more than isolated definitions or dictionary entries. Grammar, statutory context, specialised usage, the status of language texts and the legislative scheme together determine the proper course of analysis.

Clear drafting can reduce unnecessary uncertainty through stable terminology, careful syntax and useful definitions. At the same time, open standards may be necessary to accommodate varied circumstances. Effective interpretation respects both objectives: it identifies and resolves competing readings without inventing a rule, and gives reasoned content to flexible standards without destroying the adaptability that the legislature intended.