

A clause beginning with the expression “notwithstanding any thing contained in this Act or in some particular provision in the Act or in some particular Act or in any law for the time being in force, or in any contract” is more often than not appended to a section in the beginning with a view to give the enacting part of the section in case of conflict an overriding effect over the provision of the Act or the [contract](#) mentioned in the non-obstante clause. It is equivalent to saying that in spite of the provision of the Act or any other Act mentioned in the non-obstante clause or any contract or document mentioned the enactment following it will have its full operation or that the provisions embraced in the non-obstante clause would not be an impediment for an operation of the enactment. See in this connection the observations of this Court in *The South India Corporation (P.) Ltd., v. The Secretary, Board of Revenue, Trivandrum & Anr.*, AIR 1964 SC 207 at 215-[1964] 4 SCR 280

*Chandavarkar Sita Ratna Rao v. Ashalata S. Guram*, [1986] 4 SCC 447