

“... The non-obstante clause is appended to a provision with a view to give the enacting part of the provision an overriding effect in case of a conflict. But the non- obstante clause need not necessarily and always be co- extensive with the operative part so as to have the effect of cutting down the clear terms of an enactment and if the words of the enactment are clear and are capable of a clear interpretation on a plain and grammatical construction of the words the non-obstante clause cannot cut down the construction and restrict the scope of its operation. In such cases the non-obstante clause has to be read as clarifying the whole position and must be understood to have been incorporated in the enactment by the legislature by way of abundant caution and not by way of limiting the ambit and scope of the Special Rules.”

R.S. Raghunath v. State of Karnataka and another [(1992) 1 SCC 335], a three-Judge Bench referred to the earlier judgments in Aswini Kumar Ghose v. Arabinda Bose [AIR 1952 SC 369], Dominion of India v. Shrinbai A. Irani [AIR 1954 SC 596], Union of India v. G.M. Kokil [1984 (Supp.) SCC 196], Chandravarkar Sita Ratna Rao v. Ashalata S. Guram [(1986) 4 SCC 447]