

In **Pioneer Urban Land and Infrastructure Ltd. v. Union of India**, (2019) 8 SCC 416, Court laid down the limits of the application of the rule of construction that is contained in the expression "*noscitur a sociis*" as follows:

"84. It was then argued, relying on a large number of judgments that Section 5(8)(f) must be construed *noscitur a sociis* with clauses (a) to (e) and (g) to (i), and so construed would only refer to loans or other financial transactions which would involve money at both ends. This, again, is not correct in view of the fact that Section 5(8)(f) is clearly a residuary "catch all" provision, taking within it matters which are not subsumed within the other sub-clauses. Even otherwise, in *CED v. Kantilal Trikamlal* [*CED v. Kantilal Trikamlal*, (1976) 4 SCC 643 : 1977 SCC (Tax) 90] , this Court has held that when an expression is a residuary one, *ejusdem generis* will not apply. It was thus held: (SCC p. 655, para 21)

"21. ... We have also to stress the expression "other right" in the explanation which is of the widest import and cannot be constricted by reading it *ejusdem generis* with "debt". "Other right", in the context, is expressly meant considerably to widen the concept and therefore suggests a somewhat contrary intention to the application of the *ejusdem generis* rule. We may derive instruction from Green's construction of the identical expression in the English Act. [Section 45(2)]. The learned author writes:

'A disclaimer is an extinguishment of a right for this purpose. Although in the event the person disclaiming never has any right in the property, he has the right to obtain it, this inchoate right is a "right" for the purposes of Section 45(2). The *ejusdem generis* rule does not apply to the words "a debt or other right" and the word "right" is a word of the widest import. Moreover, the expression "at the expense of the deceased" is used in an ordinary and natural manner; and is apt to cover not only cases where the extinguishment involves a loss to the deceased of a benefit he already enjoyed, but also those where it prevents him from acquiring the benefit.'"

85. Also, in *Subramanian Swamy v. Union of India* [*Subramanian Swamy v. Union of India*, (2016) 7 SCC 221 : (2016) 3 SCC (Cri) 1], this Court held: (SCC pp. 291-93, paras 70-74)

"70. The other aspect that is being highlighted in the context of Article 19(2) is that defamation even if conceived of to include a criminal offence, it must have the potentiality to "incite to cause an offence". To elaborate, the submission is the words "incite to cause an offence" should be read to give attributes and characteristics of criminality to the word "defamation". It must have the potentiality to lead to breach of peace and public order. It has been urged that the intention of clause (2) of Article 19 is to include a public law remedy in respect of a grievance that has a collective impact but not as an actionable claim under the common law by an individual and, therefore, the word "defamation" has to be understood in that context, as the associate words are "incitement to an offence" would so warrant. Mr Rao, learned Senior Counsel, astutely canvassed that unless the word "defamation" is understood in this manner applying the principle of *noscitur a sociis*, the cherished and natural right of freedom of speech and expression which has been recognised under Article 19(1)(a) would be absolutely at peril. Mr Narasimha, learned ASG

would contend that the said rule of construction would not be applicable to understand the meaning of the term “defamation”. Be it noted, while construing the provision of Article 19(2), it is the duty of the Court to keep in view the exalted spirit, essential aspects, the value and philosophy of the Constitution. There is no doubt that the principle of *noscitur a sociis* can be taken recourse to in order to understand and interpret the Constitution but while applying the principle, one has to keep in mind the contours and scope of applicability of the said principle.

71. In *State of Bombay v. Hospital Mazdoor Sabha* [*State of Bombay v. Hospital Mazdoor Sabha*, AIR 1960 SC 610 : (1960) 2 SCR 866] , it has been held that it must be borne in mind that *noscitur a sociis* is merely a rule of construction and it cannot prevail in cases where it is clear that wider words have been deliberately used in order to make the scope of the defined word correspondingly wider. It is only where the intention of the legislature in associating wider words with words of narrower significance is doubtful, or otherwise not clear that the said rule of construction can be usefully applied. It can also be applied where the meaning of the words of wider import is doubtful; but, where the object of the legislature in using wider words is clear and free of ambiguity, the rule of construction in question cannot be pressed into service.

72. In *Bank of India v. Vijay Transport* [*Bank of India v. Vijay Transport*, 1988 Supp SCC 47] , the Court was dealing with the contention that a literal interpretation is not always the only interpretation of a provision in a statute and the court has to look at the setting in which the words are used and the circumstances in which the law came to be passed to decide whether there is something implicit behind the words actually used which would control the literal meaning of the words used. For the said purpose, reliance was placed on *R.L. Arora v. State of U.P.* [*R.L. Arora v. State of U.P.*, (1964) 6 SCR 784 : AIR 1964 SC 1230] Dealing with the said aspect, the Court has observed thus: (*Vijay Transport case* [*Bank of India v. Vijay Transport*, 1988 Supp SCC 47], SCC p. 51, para 11)

‘11. ... It may be that in interpreting the words of the provision of a statute, the setting in which such words are placed may be taken into consideration, but that does not mean that even though the words which are to be interpreted convey a clear meaning, still a different interpretation or meaning should be given to them because of the setting. In other words, while the setting of the words may sometimes be necessary for the interpretation of the words of the statute, but that has not been ruled by this Court to be the only and the surest method of interpretation.’

73. The Constitution Bench, in *Godfrey Phillips (India) Ltd. v. State of U.P.* [*Godfrey Phillips (India) Ltd. v. State of U.P.*, (2005) 2 SCC 515], while expressing its opinion on the aforesaid rule of construction, opined: (SCC pp. 550 & 551, paras 81 & 83)

‘81. We are aware that the maxim of *noscitur a sociis* may be a treacherous one unless the “*societas*” to which the “*socii*” belong, are known. The risk may be present when there is no other factor except contiguity to suggest the “*societas*”. But where there is, as here, a term

of wide denotation which is not free from ambiguity, the addition of the words such as “including” is sufficiently indicative of the *societas*. As we have said, the word “includes” in the present context indicates a commonality or shared features or attributes of the including word with the included.

83. Hence on an application of general principles of interpretation, we would hold that the word “luxuries” in Entry 62 of List II means the activity of enjoyment of or indulgence in that which is costly or which is generally recognised as being beyond the necessary requirements of

an average member of society and not articles of luxury.’

74. At this juncture, we may note that in *Ahmedabad Private Primary Teachers’ Assn. v. Administrative Officer* [Ahmedabad Private Primary Teachers’ Assn. v. Administrative Officer, (2004) 1 SCC 755 : 2004 SCC (L&S) 306], it has been stated that *noscitur a sociis* is a legitimate rule of construction to construe the words in an Act of Parliament with reference to the words found in immediate connection with them. In this regard, we may refer to a passage from Justice G.P. Singh, *Principles of Statutory Interpretation* [(13th Edn., 2012) 509.] where the learned author has referred to the lucid explanation given by Gajendragadkar, J. We think it appropriate to reproduce the passage:

‘It is a rule wider than the rule of *ejusdem generis*; rather the latter rule is only an application of the former. The rule has been lucidly explained by Gajendragadkar, J. in the following words:

“This rule, according to Maxwell [Maxwell, *Interpretation of Statutes* (11th Edn., 1962) 321.] , means that when two or more words which are susceptible of analogous meaning are coupled together, they are understood to be used in their cognate sense. They take as it were their colour from each other, that is, the more general is restricted to a sense analogous to a less general.”

The learned author on further discussion has expressed the view that meaning of a word is to be judged from the company it keeps i.e. reference to words found in immediate connection with them. It applies when two or more words are susceptible of analogous meanings are coupled together, to be read and understood in their cognate sense. [G.P. Singh, *Principles of Statutory Interpretation* (8th Edn.) 379.] *Noscitur a sociis* is merely a rule of construction and cannot prevail where it is clear that wider and diverse etymology is intentionally and deliberately used in the provision. It is only when and where the intention of the legislature in associating wider words with words of narrowest significance is doubtful or otherwise not clear, that the rule of *noscitur a sociis* is useful.”

86. It is clear from a reading of these judgments that *noscitur a sociis* being a mere rule of construction cannot be applied in the present case as it is clear that wider words have been deliberately used in a residuary provision, to make the scope of the definition of “financial debt” subsume matters which are not found in the other sub-clauses of Section

5(8). This contention must also, therefore, be rejected.”