

S.N.	Case	Held
1.	India Sri Jeyaram Educational Trust vs A.G. Syed Mohideen & Ors (SC)	<p><b>Provision Interpreted-</b>The provision enabled a suit being filed in the case of any alleged breach of any express or constructive Trust created for public purposes of a charitable or religious nature, `in the Principal Civil Court of original jurisdiction <b>or</b> in any other Court empowered in that behalf by the State Government within the local limits of whose jurisdiction the whole or any part of the subject-matter of the Trust is situate`.</p> <p><b>Held-</b> The word "or" is used in ordinary sense, that is to denote an alternative, giving a choice and provisions of section 92 do not give room for interpreting the word "or" as a substitutive, so as to lead to an interpretation that when Government notified any other court, such notified court alone will have jurisdiction and not District Court.</p>
2.	M/S Hyderabad Asbestos Cement ... vs Union Of India & Ors on 7 December, 1999 (SC)	<p><b>Provision Interpreted-</b>Provided that no credit of duty shall be allowed in respect of any material or component parts used in the manufacture of finished excisable goods- (i) if such finished excisable goods produced by the manufacturer are exempted from the whole of the duty of excise leviable thereon or are chargeable to nil rate of duty, <b>and</b> (ii) unless--- (a) duty has been paid for such material or component parts under the same item or sub-item as the finished excisable goods; <b>or</b> (b) remission or adjustment of duty paid for such material or component parts has been specifically sanctioned by the Central Government;</p> <p><b>Held-</b>The language of the rule is plain and simple. It does not admit of any doubt in interpretation. Proviso (i) and (ii) are separated by the use of conjunction `and`. They have to be read conjointly. The requirement of both the provisos has to be satisfied to avail the benefit. Clauses (a) and (b) of proviso (ii) are separated by the use of an `or` and there the availability of one of the two alternatives would suffice.</p>
3.	Union Of India & Ors vs Rabinder Singh on 29 September, 2011 (SC)	<p><b>Provision Interpreted-</b>"52. Offences in respect of property - Any person subject to this Act who commits any of the following offences, that is to say,- (f) does any other thing with intent to defraud, <b>or</b> to cause wrongful gain to one person or wrongful loss to another person, shall, on conviction by court-martial, be liable to suffer imprisonment for a term which may extend to ten years or such less punishment as is in this Act mentioned.</p> <p><b>Held-</b> We accept the submission of Shri Tripathi that the two parts of Section 52 (f) are disjunctive, which can also be seen from the fact that there is a comma and the conjunction `or` between the two parts of this sub-section, viz (i) does any other thing with intend to defraud and (ii) to cause wrongful gain to one person or wrongful loss to another person. If the legislature wanted both these parts to be read together, it would have used the conjunction `and`.</p>
4.	Shaik Ahmed Versus State Of Telangana (SC) (28-06-2021)	<p><b>Provision Interpreted-</b>"364A. Kidnapping for ransom, etc.—Whoever kidnaps <b>or</b> abducts any person <b>or</b> keeps a person in detention after such kidnapping <b>or</b> abduction <b>and</b> threatens to cause death <b>or</b> hurt to such person, <b>or</b> by his conduct gives rise to a reasonable apprehension that such person may be put to death <b>or</b> hurt, <b>or</b> causes hurt <b>or</b> death to such person in order to compel the Government <b>or</b> any foreign State or international inter-governmental organisation <b>or</b> any other person to do <b>or</b> abstain from doing any act <b>or</b> to pay a ransom, shall be punishable with death, <b>or</b> imprisonment for life, <b>and</b> shall also be liable to fine."</p> <p><b>Held-</b>Apex Court observed that Section 364A uses the word “or” nine times and the whole section contains only one conjunction “and”, which joins the first and second condition. The first essential condition as incorporated in Section 364A is “whoever kidnaps or abducts any person or keeps a person in detention after such kidnapping or abduction”. The second condition begins with conjunction “and”. The second condition has also two parts, i.e., (a) threatens to cause death or hurt to such person or (b) by his conduct gives rise to a reasonable apprehension that such person may be put to death or hurt. Either part of above condition, if fulfilled, shall fulfill the second condition for offence. The third condition begins with the word “or”, i.e., or causes hurt or death to such person in order to compel the Government or any foreign State or international inter-governmental organisation or any other person to do or abstain from doing any act or to pay a ransom. Third condition begins with the word “or causes hurt or death to such person in order to compel the Government or any foreign state to do or abstain from doing any act or to pay a ransom”. Therefore, since condition Nos. 1 &amp; 2 of Section 364A has been added with conjunction “and”, therefore, condition No.2 has also to be fulfilled before ingredients of Section 364A are found to be established. Section 364A also indicates that in case, condition “and threatens to cause death or hurt to such person” is not proved, there are other classes which begins with word “or”, those conditions, if proved, offence will be established.</p>
5.	National Insurance Co. Ltd. vs Mary Janet And Ors. on 23 July, 1998 Equivalent citations: 1999 ACJ 736 (Ker)	<p><b>Provision Interpreted-</b>170. Impleading insurer in certain cases.-Where in the course of any inquiry, the Claims Tribunal is satisfied that- (a) there is collusion between the person making the claim and the person against whom the claim is made, <b>or</b> (b) the person against whom the claim is made has failed to contest the claim, it may, for reasons to be recorded in writing,..</p> <p><b>Held-</b> On a plain reading of the above section it would appear that the two conditions specified therein are alternative, but on a closer scrutiny, it would appear to be otherwise; they are conjunctive in application in the present context. <b>The word 'or' may of course connect alternative objects but not necessarily. It is often used not to connect real alternatives but merely to connect different words expressing the same or cognate idea. When the question is examined in view of the above legal premise, the two conditions mentioned in Section 170 cannot be said to be mutually exclusive.</b> When there is collusion between the person making the claim and the person against whom the claim is made the second condition that the person against whom the claim is made has failed to contest the claim is a condition inclusive of the former. Both the conditions connote a cognate idea and also envisage an intention of generality meaning thereby, the collusion between the parties can also be by failing themselves to contest the claim. These Clauses (a) and (b) of Section 170 cannot be interpreted as mutually exclusive because the former clause does not exclude the latter clause and the latter clause includes within the operative premises of (he former clause. Therefore, in order to attract the provision contained in Section 170 the two conditions provided in Clauses (a) and (b) thereof must be satisfied.</p>