



Evidence Act, Section 91, 92 - S. 91 applies to all documents, whether they purport to dispose of rights or not, whereas S. 92 applies to documents which can be described as dispositive

evidence Act, Section 91, 92 - Sections 91 and 92 apply only when the document on the face of it contains or appears to contain all the terms of the [contract](#) - Section 91 is concerned solely with the mode of proof of a document with [limitation](#) imposed by Section 92 relates only to the parties to the document - If after the document has been produced to prove its terms under Section 91, provisions of Section 92 come into operation for the purpose of excluding evidence of any oral [agreement](#) or statement for the purpose of contradicting, varying, adding or subtracting from its terms. Sections 91 and 92 in effect supplement each other - Section 91 would be inoperative without the aid of Section 92, and similarly Section 92 would be inoperative without the aid of Section 91 - The two sections, however, differ in some material particulars - Section 91 applies to all documents, whether they purport to dispose of rights or not, whereas Section 92 applies to documents which can be described as dispositive - Section 91 applies to documents which are both bilateral and unilateral, unlike Section 92 the application of which is confined to only bilateral documents - Both these provisions are based on "best-evidence rule.

Read here: [2003 PLRonline 0007](#)

Tags: [Evidence Act S. 91](#), [Evidence Act S. 92](#)