

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](#)