

**WHETHER A PART OF THE DOCUMENT ALONE CAN BE MARKED, WHEN  
THE ENTIRE DOCUMENT INCLUDING THE PART IS OTHERWISE  
ADMISSIBLE IN EVIDENCE ? – A CRITICAL STUDY**

*By*

**–POOLLA SAMBASIVARAO, Advocate  
Narsipatnam, A.P.**

A question often arises for consideration before Courts, whether a part of the document alone can be marked, when the entire document including the part is otherwise admissible evidence. In other words, is it open to the Courts, to spilt up the document into two categories and mark only a part of it when the whole document is required for considering the material issues involved in the suit, for instance such as enforceability of the contract, or the limitation aspect.

In order to answer this question, to examine the legal position touching on the definition of “document” *vis-à-vis* proof of documents, the relevant provisions of the various acts are delineated as follows.

Section 3 of the Evidence Act defines ‘Document’

‘Document means any matter, expressed or described upon any a substance, by means of letters, figures, or marks or by more than one of those means, intended to be used or which may be used for the purpose of recording that matter.

*Illustrations*

Writing is a document :

Words printed, lithographed or photographed are documents;

A map or plan is a document :

An inscription on a metal-plate or some stone is a document;

A caricature is a document :

Besides Evidence Act, the term ‘Document’ has been defined in General

Clauses Act, 1897 and Indian Penal Code 1860, for the purpose of comparison the definition given in both these statutes are reproduced below;

Section 3(18) General Clauses Act ‘Document’ shall include any matter, written, expressed or described upon any substances or by means of letters, figures, or marks, or by more than one of those means which is intended to be used or which may be used, for the purpose of recording that matter.

Section 29 IPC “The word document” denotes, any matter, expressed or described upon any substance by means of letters, figures or marks or by more than one of those means intended to be used or which may be used as evidence of that matter.

Explanation : It is immaterial by what means, or upon what substance the letters, figures, or marks, are formed or whether the evidence is intended for, or may be used in a Court of Justice or not.

*Illustrations*

A writing expressing the terms of a contract which may be used as evidence of the contract is a document.

A Power of Attorney is a document.

A map or a plan which is intended to be used or used or which may be used as evidence is a document.

A writing containing directions or instructions is a document.

### *Comparison*

The definition in both General Clauses Act, and the Evidence Act tally. The definition in Section 29 of IPC slightly varies. It refers to any matter, expressed in any instrument which may be used, as evidence of that matter, whereas the definition in the General Clauses Act and the Evidence Act, mentions, the substance being used for the purpose of recording the matter. Thus the definition in the General Clauses Act and the Evidence Act are wider in scope than the definition in the IPC.

In the backdrop of the definition of 'Document'. All documents which are produced for inspection of the Court fall within the definition of evidence.

Order 14(4) C.P.C. also postulates 'Courts are to examine witness or documents before framing issues.

Now coming to the crux of the problem under study.

Whether part of the document alone can be admitted in evidence where under and whereby the entire document is otherwise admissible in evidence.

Now adverting to the provisions of Stamp Act with respect to the admissibility or otherwise, the entire document is to be read in order to decide the nature of the document but should not be lead away by the nomenclature of the document.'

If on investigation of the entire or whole document if it reveals a part of the document amounts to a settlement deed, which requires registration and the other part

of the document is a "Will" bequeathing the property, does not requires registration that part of the document relating to will is admissible in evidence and as a corollary a part of the document is admissible in evidence. The author relies on the decision reported in 1970 (2) An. WR 181, where under and whereby His Lordship Justice *Alladi Kuppuswamy* laid down after tracing the entire case law on the matter "when a document contains Settlement and 'Will'. Will is admissible in evidence as it does not require stamp duty and registration. It is not necessary to multiply authorities on the subject. It is thus manifest under such eventualities a part of the document can be admitted in evidence as against the whole document which is otherwise inadmissible in evidence.

There may be cases in order to decide the issues involved in the suit, may be with respect to enforceability of the suit or for the issue of limitation, stipulating the period of performance consideration of the entire document is a desideratum and the Court cannot confine to a part of the document, more so particularly within the teeth of the language of Order 14(4) CPC, providing the desirability of examining the entire document which may lead to insistence on the production of the documents, if not produced. It is thus manifest, the whole document or entire document subject to admissibility under the Stamp Act and Registration Act, is to be marked but not a part of it subject to the exceptions supra as laid down in 1970 (2) An. WR 181.

Any unsophisticated contra view is worth well come.