
| RESEARCH ARTICLE

Importance of Interpretation of Documents for Achieving the Ultimate Goal of the Concerned Parties: An Overview

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| ABSTRACT

In civilized societies, it is considered necessary to establish the rights and obligations of each party in relation to the signed agreement in order to regulate interpersonal relationships under general laws. It can be achieved through the proper interpretation of documents, agreements, and other deeds. The art of interpretation of a document is the process of identifying the genuine meaning of a document by endowing the words of the enactment with their natural and usual meaning. Finding out what the words in a document actually mean is the process that is referred to as "word analysis." In this particular study, the different rules and norms associated with the interpretation of documents are analyzed and appraised. In addition, an attempt has been made to evaluate the powers of the court regarding the interpretation of documents by going beyond the ordinary rules. Furthermore, the study emphasizes the interpretation of various deeds, including an agreement to sell, deed of sale, deed of will, and deed of gift, etc.

| KEYWORDS

Interpretation, document, intention of the party, ordinary meaning, Court.

| ARTICLE INFORMATION

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1. Introduction

Laws are developed with the clear objective of furthering social, political, and economic justice and equality; nevertheless, the language and legal concepts that are used to represent all of these laws are always on the verge of becoming entangled in the web of complex interpretations. Interpretation of documents is a discipline similar to the scientific method; it necessitates the application of specific guidelines (Polymath India Ltd. and others v. National Insurance Co. Ltd., 2005). There is no expectation that the Court will interpret in a manner that is arbitrary; rather, it is the duty of the Court to interpret a document in a manner that is consistent with the "rules of interpretation" in the appropriate manner. The term "rules of interpretation" refers to a set of principles that have developed as a result of the consistent application of the law by the judicial system. When interpreting the documents, judges have two roles to play: first, they have to determine the precise meaning of what the document has actually said; second, they have to decide what the document ought to have said but did not say because it never imagined a situation like the one that is before the Court, or for other reasons (Keeton, G. W., 1949). The basic concept is that when a document is written in a language that is plain and unambiguous, and there is no confusion in applying it to the facts, then there is no need to rely on interpretation rules. The primary goal of document interpretation rules is to ascertain, as precisely as possible, the meaning of a vague and unclear instrument. A document must be read in its entirety, with the spirit of it to be noted, rather than getting caught up in the literal words written. Individuals who attempt to depend solely on the text of a document without considering its purpose and essence would be regarded as individuals who have discarded something valuable along with something worthless (J. Chandrasekaran v. V.D. Kesavan, 2013). When there is an exchange of ideas, there is always the chance of misinterpretation, which brings up the question of how documents should be interpreted. In analyzing the need for interpretation of documents, there are three factors: firstly, the language used in documents, contracts, leases, mortgages, bills of exchange, etc., is often unintelligible

and textual. They contain long sentences, hence the need for an explanation in simple and clear language. Secondly, legal documents do not deal only with the current situation. It expresses the intention of how future situations will be dealt with. In fact, the main function of legal documents is to deal with situations that may arise in the future. However, the draftsman's ability to predict the future is necessarily limited, so he cannot insert appropriate provisions into the legal document regarding all possible scenarios. As a result, the document needs to be interpreted in practice. Thirdly, complications arise with legal documents as they usually seek to resolve issues related to different and conflicting interests. A legal document usually prescribes new ways of dealing with particular problems between the concerned different parties. Even in cases where the parties concerned have fairly uniform views, there are various problems in drafting documents that avoid ambiguity and uncertainty. And where different groups are eager to find different meanings for the words used in the documents, drafting the documents becomes more difficult. When people look at a text from different perspectives, they find different meanings in the words used in that document, and the relevant document needs interpretation (Zander, M., 2015).

2. Methods of the Study

Research methodology refers to the structured and organized approach employed by a researcher to outline the process and procedures that will be utilized in doing the research. To achieve reliable and exact data that effectively accomplishes the study's goals and objectives, the researcher must adhere to a systematic and rigorous strategy. The researcher's data collection strategy encompasses the specific categories of data to be acquired, their respective origins, and the methodologies utilized for both collection and analysis. The data for this study are collected from many secondary sources, such as books, e-books, journals, articles, research papers, legal reports, media components, international legal instruments, etc.

3. Meaning of Document

Regarding the interpretation of documents, before discussing the rules, let us first see what the word 'Document' means. 'Document' in the most general sense means a written statement by which the provider and the receiver reach an agreement and thereby create a legal obligation between them. Section 3 of the Evidence Act 1872 provides that "Document means any matter expressed upon any substance by means of letters, figure or marks, or by more than one of those means, intended to be used or which may be used, for the purpose of recording the matter." In the case of *American Button-Hole Over seaming S.M. Co. v. Burlack (1862)*, the Supreme Court of the United States commented on the definition of document, "A deed is a writing or instrument written on paper or parchment, sealed and delivered to prove and testify the agreement of the parties whose deed it is to the things contained in the deed." A document is a legally binding written instrument that contains a contract or agreement. It is created and provided by the party who is obligated to fulfill the terms, and it is accepted by the party who will benefit from the agreement. A document is characterized by the requirement of being written and signed by a person who possesses the necessary skills and qualifications. Therefore, books, maps, designs, drawings, photographs, illustrations, discs, and tapes containing sound, films, etc., may be considered documents for the purpose of being presented as evidence before the Court.

3.1 Rules of interpretation of documents

While interpreting a document, the first thing to do is to see what type of document it is. That is, whether it is a sale deed, mortgage deed, gift deed, or any other document. After seeing this, according to the nature of the document, it has to be observed whether the testimony of the provider, recipient, witnesses, identity of the property, etc., have been described correctly or not. Then, it has to be noticed very seriously whether it is registered or not by paying the proper amount of registration fee. Then, it is necessary to find out the meaning of the words used in the deed to determine the intention of the party to transfer the property. If the meaning of the words used in the document is ambiguous, they have to be interpreted in the light of the prevailing principles of legal interpretation, though there is no hard and fast rule in this regard. A document must be interpreted with a view to its enforceability as a reasonable person would think it would be enforced. In the case of *Langston v. Langston (1834)*, Justice Brougham said: "There are two modes of reading an instrument where the one destroys and the other preserves, it is the rule of law, and of equity, following the law in this respect that court should rather lean towards that construction which preserves, than towards which destroys." In the case of *Mozaffar Ahmed v. Md. Osman and another (1976)*, the court said that it is an established rule of interpretation not to interpret the word or expression to defeat the purpose of dedication; rather, the interpretation will be to uphold the dedication as far as possible. While interpreting a document, all the terms mentioned in the document have to be considered together to find out the real purpose of the document. In the case of *Lowdermilk Brothers v. Bostick (1887)*, the Supreme Court of the United States commented that all the terms of a deed should be construed together, and the words contained therein should be taken most strongly against the party using them. If any condition is ever mentioned in a document, then that condition shall prevail. In the case of *Tobarak Ali Sikder v. Administrator of Waqfs (1993)*, the court opined that it has always been considered a cardinal principle of interpretation of any deed or statute that a proviso to a clause will have an overriding effect over the whole provision. So, it can be seen that the parties can actually reach an agreement through the document. One of the principles of equity is that it gives precedence to the intent of the document over its outward form. Thus, it is necessary to interpret the document with a positive attitude, and the intent of the parties expressed in the document has to be ascertained by considering the nature, features, and surrounding circumstances of the document.

3.2 Interpretation upon consideration of the entire context

In order to ascertain the intention of the parties to a document, the intent of the document is to be understood by considering it as a whole and not by interpreting the clauses in isolation. Each paragraph of a document does not have a separate meaning, but each paragraph is dependent on other paragraphs. Hence, there is no scope for a clear understanding of the implications of the document by reading a particular paragraph. In the case of *Safiuddin v. Moslem Ali (1954)*, the Court held that the basic principle of interpretation of a document or statute is that each clause of the document or statute should be read together and not in isolation. In another instance, the High Court Division of Bangladesh stated that one of the fundamental principles of document interpretation is that the intention and purpose of a document are to be understood by reading the document as a whole rather than by examining isolated expressions here and there (*Mesbah Uddin v. Government of Bangladesh, 1995*). In the case of *Mahmuda Khatun v. Abu Sayed (1969)*, while explaining the principle of interpretation of a document, the Court said that "In interpreting a deed or an instrument or a notice of this nature it is always necessary that the meaning as available from the reading of the document as a whole, is to be gathered. It is not a correct procedure to interpret a document with reference to individual words." Moreover, it is well settled that the interpretation of a document, which is the foundation of the claim of a particular party, gives rise to a point of law that can be considered in a proceeding. Though the language used in the document is intended to indicate the parties' intentions, it is not always practicable to rely on the dictionary definitions of the terms when interpreting an agreement; the parties' intentions must be given the necessary importance (*LIC v. Rajkumar, AIR 1999 SC 794*).

3.3 The meaning of a document has to be extracted from within the document, not outside it

The general rule of interpretation of a document is to find the common intention of the parties reflected in the document, not outside it. In the case of *Delhi Development Authority v. Durga Chand (1973)*, the Supreme Court of India, after an elaborate discussion, opined that the meaning of any part of the document or the entire document should be sought from within the document and not from outside. Courts are not concerned with what the parties meant to say but the meaning of what they did say by the document. In the case of *Gujarat v. Variety Body Builders (1976)*, the Supreme Court of India pointed out the cardinal principle of interpretation of deeds and other materials is to gather the object of the parties from the words of the document, and for that purpose, the language of the entire document should be taken into consideration. Therefore, obtaining the intention from the words of the document is the most important rule in the interpretation of deeds and other instruments. It is essential to take into account the language that is used throughout the entirety of the document in order to achieve this goal.

3.4 The document is to be interpreted with its ordinary meaning

Generally, the principles of the 'Golden Rule' are to be followed in the interpretation of documents. According to the provisions of that Rule, the intention of the provider and the receiver of the document and the consequences of the document have to be determined by taking the simple and usual meaning of the words used in the document. In construing a document, the plain and ordinary meaning is to be adopted (*Amna Bai v. Abdul Wahid, 1976*). If the literal meaning is clear, there is no need to look to any other method of finding out the intention of the parties or the purpose of the execution of the document in interpreting the document. Unless otherwise noted, the rule of interpretation is that the literal meaning of the words used in the document is to be assumed. To clarify the matter, in the case of *Abdus Sobhan v. Ayaz Bahadur (1979)*, the court observed that, when interpreting a specific word or phrase in any document, it is preferable to use its simple and ordinary interpretation unless the surrounding context suggests otherwise. The court will consider nothing different if the written material of the document is explicit, and it is the court's main responsibility to make the document effective by understanding its meaning. When the words are unambiguous, the court's role is limited; it must enforce the literal interpretation of the words, even if it disagrees with the outcome. However, many times, if the natural and ordinary language of the document is not reflected in it, the natural and ordinary meaning fails to convey the purpose of the document. In such cases, it becomes the duty of the court to ascertain the intention of the parties at the time of execution of the document (*Central Bank of India v. Hartford Fire Insurance Co. 1965*). It is not always the etymological or dictionary sense that is to be used; rather, it is the sense in which the terms are used by the majority of people, the popular sense, which would appear to be the meaning that should have been intended by the parties at the time that the document was being executed. That would be one interpretation of the phrase "literal sense," and another interpretation would be the meaning that the parties have attached to the terms, taking into consideration the circumstances, such as the fact that they are both involved in a particular trade in which some phrases do not carry the public meaning. However, there is still the possibility of a third "literal" meaning, which is the one that can be demonstrated to be the one that the parties were accustomed to applying to certain phrases (*Odgers, C.E. and Dworkin, G, 1967*).

3.5 Rules of interpretation if the terms of the document are inconsistent with each other

If there is any inconsistency between the terms and conditions of a document, the court shall interpret the document in such a way that both terms are equally enforceable. If no such interpretation is possible, the terms that actually express the intention of the parties to the document shall prevail (*Ismat Ali v. Anna Purna, 1961*). In the event of inconsistency between the handwriting and the printed text of any document, the printed text shall prevail. The matter was clarified in *Ratilal M. Parikh v. Dalmia Cement & Paper Marketing Co. Ltd. (1943)*; in that case, the court said that, in case of any inconsistency between the handwriting and the

words inserted in the printed form upon negotiation, the words inserted in the printed form shall prevail. When any inconsistency is observed between the document of printed and typed writing, the court should emphasize the document that expressed or reflected the actual intention of the concerned parties. Explaining the matter, the Court commented in the case of *Mool Chand v. Associated Agencies (1942)* that both the printed portion and the type-written portion of a document can be read together; the effect should be given to both in order to obtain the real intention of the parties. In case of any inconsistency between written numbers and written words in a document, written words shall prevail, which means the written words in a document will take precedence over the written numbers in the event that there is a contradiction between the two (*Pioneer Shipping Ltd. v. BTP Trioxide Ltd., 1982*).

3.6 Interpretation rules for documents using regional language, practice, art, or archeological terms

The language used in the document has its own pace, motion, or purpose. Even if the culture or practice of a particular area or community is not applicable to other areas, its importance is immense in that area or community. Therefore, if there is any similar language or practice in the document, then the language, word, or practice has to be interpreted in light of the similar situation to understand its meaning. General rules of interpretation of statutes or statutes will not be applied in that case. Similarly, if any of the words used in the document are archaeological, those words/phrases should be interpreted accordingly. In the case of *Shell International Petroleum Co. v. Gibbs (1982)*, the court clarified the matter and opined that when a document contains various archaic expressions, the court must respect these expressions as works of art and interpret them in line with their original meaning rather than applying their common meaning as it exists in the language today.

When the court observes that the words or phrases used in a document are not used in a general sense but used in an artistic or commercial sense or in a sense used in a particular area or that phrase is used in a special sense by a certain community or a section of a certain community, then they must be interpreted in the same way as the phrase is ordinarily used in those places. In the case of *Shore v. Wilson (1842)*, the court declared that, where it is found that certain words or phrases employed in art or commerce or in a particular locality, or among the particular sect or group of people have been used in a special technical sense other than their ordinary sense, the court will construe those words or phrases in such technical sense. Again, in *Rajasthan v. Bundi Electric Supply Co. (1970)*, it was held that, in order to ascertain the true meaning of similar phrases, it's the court's duty to find out in what particular sense the words or phrases have been used in the document. When a word or phrase is used by a person in a district or among a specific class of people, and it seems to have a particular meaning in that context, then it will be considered to have been used in that specific sense (*Shore v. Wilson, 1842*). Therefore, in order to ensure justice, the court should not accept a special phrase or technical word used in a disputed document in its literal sense. Instead, the phrase or word will be interpreted in the sense intended by the parties to the document if it is used in a particular time or place or by a particular community of people who usually use it in a different way.

3.7 Amendment of Document

A document may be amended when it is found that it has been created by fraud or misrepresentation. A suit for rectification of a document may be filed according to the provisions of section 31 of the Specific Relief Act 1877. The court has the authority to allow the petitions for amendment of documents in any case to ensure the ends of justice. In the case of *Frederick E. Rose v. Pym (1953)*, it was decided that, in order to obtain rectification, one must prove that the parties were fully in agreement regarding the contract's terms but accidentally wrote them down wrong. Regarding this matter, it is not necessary to probe the parties' minds or intentions any more than when forming any other type of contract in order to determine the contract's terms. One must compare the parties' external actions, words, and deeds in reaching an agreement with the paper they have signed. It is sufficient to correct the document if one can state with clarity what the contract was and how it was incorrectly written due to a common mistake. From the above discussion, it is understood that if a document is obtained through fraud or misrepresentation or if the document actually creates an obstacle to the implementation of the intention of the parties due to the mistake of both parties, in such cases, the court can explain it and give a decision for correction.

4. When the document's words are ambiguous, the parties' intent prevails

When clear and simple words or phrases are used in the document, and the intention of the parties to the document is easily expressed through them, then according to the general rules of interpretation of documents, those clear and simple words will prevail over any ambiguous words (*Ramdhan Puri v. Bankey Behari, 1958*). In the case of *Ram Gopal v. Nand Lal (1951)*, the court stated that the general rule of document interpretation is to ascertain the parties' intention by reading the words used in the document; in order to achieve this, the surrounding circumstances must be taken into account. It must be conducted solely to disclose the intent of the parties as expressed through the language employed in the document. In instances where the language of the document is not only ambiguous but also unclear, the court will acknowledge the parties' intention to the extent that it can be perceived. Similarly, in *Lloyd v. Lloyd (1837)*, the court held that, in cases where the provisions are explicitly expressed and lack any circumstances that would allow the court to interpret them differently than what the words mean, the provisions must unquestionably take precedence. However, in cases where the provisions and expressions are contradictory, and there are

indications on the document itself that demonstrate the parties' true intentions, those intentions will take precedence over the plain and common meaning of the words. If, of the two possible interpretations, one is consistent with the intention of the parties and the other is not, the former is to be adopted (*Delhi Development Authority v. Durga Chand*, 1973). Determining the intention of the parties to the document is the key to document interpretation. Therefore, there is no scope for distorting the will of the parties by using any special word in the document through its strict interpretation (*Ashok Singh v. Assistant Collector of Estate Duty*, 1992).

4.1 Rules for interpreting document which doesn't express parties' intent

There is a difference between the actual intention in the mind of the parties and the wording used in the document. There is no difficulty if the intention of the parties is expressed or written in the document; nevertheless, the document must be interpreted in a manner that reflects the parties' genuine intentions if the literal meaning of the various terms or expressions used in the document is insufficient to convey the parties' true desires. The initial and most important step is to determine the parties' intentions by analyzing the language they have employed in the document (*Ram Gopal v. Nand Lal*, 1951). When the parties' intention can be ascertained from the language used in a document, it is unnecessary to ascertain the intention in any other way than by assigning the terms their natural, primary, and ordinary meaning (*Krishna Beharilal v. Sulab Chand*, 1971). In case of conflict between the two, the interpretation which conveys the parties' genuine intention will prevail. In this context, the court commented in the case of *Simpson v. Foxon* (1907), "If that expressed intention is unfortunately different from what the party really desires, so much the worse for those who wish the actual intention to prevail." When the words used in the document have a clear and unambiguous meaning, there is no problem with accurately reflecting the intentions of the parties involved. However, if there is any doubt that the words used in the document are not clear, their meaning must be clarified and explained. In this context, the Privy Council unequivocally stated in construing a document, the whole document should be considered, and it is from the language used therein and not from any preconceived notion of likelihood, that the intention of the parties is to be ascertained (*Saadat Ali v. Waqar Ali*, 1932). Even when the language used in the document is defective, it does not make a document void if the intent of the parties is plainly apparent and the court is to ascertain the true meaning of the incorrect sentence from a reading of the document as a whole (*Whirlpool Corporation v. Registrar, Trade Marks*, 1998). If the document and the words used in it are imprecise and it is not possible to determine the intention of the parties, the true purpose of the document must be taken into consideration in the circumstances (*Royal Bank of Canada v. Joseph Salvatory*, 1927). In such a situation, surrounding circumstances may be taken into consideration to determine what was intended or to show in what manner the language of the document was related to the existing facts (*Raja Bahadur Narasingerji v. Raja Panuganti*, 1924).

5. When the court may alter, add to, or reject the language of a document

It is a well-established principle of document interpretation that the document should be interpreted in a manner that reflects the parties' intentions. For that purpose, the court may interpret the words or phrases in the document in such a modified manner as may be necessary to carry out that object. In the case of *Wilson v. Wilson* (1854), the court explained that a document is to be construed to give effect to the intention of the parties in creating the document, for which the court may vary the terms of the document by supplying words, reject words or transpose them. The court can correct a mistake or error on the face of an instrument by adding or omitting words in the instrument to give effect to the obvious intention of the parties. Again, in the case of *Gwyn v. Neath Canal Co.* (1865), it was emphasized that when a court of law can clearly discern the true intention of the parties from the language used in the deed or instrument, they are obligated to give effect to it by including any necessary inferences and disregarding anything that contradicts the identified intention. The court has the authority to interpret and include additional words in a document if it is essential to resolve conflicting clauses or to ensure that the true intention of the parties is upheld based on a thorough examination of the entire document (*Wellington Cinema v. Performing Right Society*, 1937). Therefore, it can be said that the court can add sentences to the document to reflect the intention of the parties and to discover the true meaning of the words or sentences mentioned therein. Conjugation of sentences denotes that the court will find out the true intention of the parties to the document by using the language or words of its own choice to interpret the document instead of the language or words or sentences mentioned in the document.

5.1 Interpret the document's language in light of the circumstances

A written contract or document may have more than one meaning at the time of interpretation. Literal meaning does not always convey the intention of the parties; the whole matter has to be taken into consideration together. If the testator dies after making a will, if it is not clear what he intended to convey by that will, the entire document must be interpreted in the light of the environment and circumstances without finding out the lexical meaning of any specific word or words used in it. When the words used in a document are ambiguous, the entire document has to be taken into consideration and interpreted in light of the surrounding circumstances to reflect the intention of the parties (*Syed Abdul Khader v. Rami Reddy*, 1979). The literal meaning of the language or words used by the parties in the document depends on the prevailing circumstances (*Ram Gopal v. Nandlal*, 1951). While explaining how the context or circumstance plays a vital role in retrieving the literal language of a document, the Privy Council said that, when constructing statutes, words must be understood in accordance with their ordinary meaning unless there

is evidence from the context, the purpose of the statute, or the circumstances that the words are used in that indicate they were intended for a different meaning than their usual meaning (*Corporation of City of Victoria v. Bishop of Vancouver Island*, 1921). In the case of *Manohar v. Marotrao* (1979), the court opined that the purpose for which the document was executed was to be ascertained without looking into the literal meaning of the words or phrases used in the interpretation of the document. The point was made very clear in the case of *Phillips Strattan v. Dorintal Insurance Ltd.* (1987), where the court observed that terms and expressions in contractual documents generally have multiple, flexible meanings. There are frequently multiple meanings to choose from. Then, one cannot only consult a dictionary to find the answer; rather, the context is typically crucial in determining the correct interpretation. In the case of *Perrin v. Morgan* (1943), the Court clarified that the rules of construction should be considered a dictionary by which all parties, including the court, are bound. However, the court should not use them to interpret a word or phrase until it has determined from the language of the entire will, in the context of the circumstances, whether or not the testator intended to use the word or phrase in a manner that differed from its dictionary definition. Therefore, it is self-evident that the language of the document must be interpreted in the context of the surrounding circumstances.

5.2 When extrinsic evidence may be taken into account in document interpretation

When the language of the document is clear and unambiguous, there is no scope for taking extrinsic evidence into account in interpreting the document. In the case of *Central Bank of India v. Hartford Fire Insurance Co.* (1965), the Supreme Court of India observed that however much the court may dislike the language used in a document if it is clear and expresses the intention of the parties, then the duty of the court is to give full effect to the intention of the parties expressed in that document. Extrinsic evidence can only be considered to discover the meaning of the word or words used in the document and not to discover the intention of the parties. Extrinsic evidence may be admitted to find out the meaning of the words used, not to find the intention of the maker of the instrument (*Ram Gopal v. Nandlal*, 1951). Again, in the case of *Safiuddin v. Moslem Ali* (1954), the court said that, in order to find out the intention of the parties, the court is to look into the document itself and take into consideration the terms of the document along with extrinsic evidence. At the time of execution of the document or contract, the parties to the document or the contract wanted to express their mind. While interpreting the disputed document or the contract, the court will take the document or the contract and the surrounding circumstances into consideration and recover it only; there is no scope to go beyond it. If the language of the written contract or document is clear and unambiguous, the court has no jurisdiction to prove anything contrary to the intention of the parties by considering extrinsic evidence. How to interpret a written contract or document and the extent to which external assistance can be taken in similar cases is discussed in detail in the case of *Chunchun Jha v. Ebadat Ali* (1954); in this case, the Indian Supreme Court has opined that in situations in which a document is to be interpreted, the intention of the parties must be ascertained from the document itself. The words must be given effect if they are plain and expressive, and extraneous inquiry into the thoughts or intentions of the speaker is precluded. The genuine inquiry in this scenario is not the intention or meaning of the parties but rather the legal implications of the language they employed. However, if the language used is ambiguous, it is permissible to investigate the conditions in the surrounding area. The courts have no jurisdiction to presume what the parties to a document intended to express by that document. Their mindset should be determined in the light of the existing wordings or languages of the document. In the case of *Puran Singh v. Kripalini* (1998), the court stated that the parties' intention must be concluded from the words of the agreement, taking into account the surrounding events that occurred before and after the agreement was made. However, extrinsic evidence may be taken into account when interpreting a document if the document is written in a foreign language or the words used in it are related to technical, scientific, art, culture, etc. It is possible to adopt a similar approach to elucidate the true meaning of all of those words.

5.3 Four Corner's Rule

This principle is very useful in interpreting contracts or documents. It is the rule that the parties shall comply with the terms and conditions stated in the document. A document must be executed for the purpose for which it was made by the parties. If a person wants to do something other than the intention expressed in the document without executing it, then the law does not support it. If a party to a contract or document is incapable or unable to perform any part of the contract, he cannot accept it as an excuse. The parties are bound to perform the contract in the manner in which it was executed unless there is any matter of personal volition. Therefore, no clause or condition of the document can be taken as an exception. The intent of the parties to the document has to be ascertained by considering the other clauses or terms and conditions mentioned in the document together. Considering the four corners of the document together for the purpose of interpretation, that's why it is known as the 'Four Corner's Rule'. The Court stated in *Gibaud v. Great Eastern Railway* (1921) that "it is a well-known principle that if you commit to doing something or keeping something in a specific location with certain conditions, and you break the contract by not doing what you agreed or by not keeping the item where you said you would, you cannot rely on the conditions that were meant to protect you if you carried out the contract as you had agreed."

5.4 Main Purpose Rule

'Main Purpose Rule' means the rules of interpretation of a document or contract by which the main purpose of the parties to the document is ascertained without exception to any clause in the document. After considering all the terms of the document

together, if it is observed that any particular condition or 'exception clause' of the document is inconsistent or contradictory with other parts of the document, then in similar cases, the court will take the initiative to implement the intention of the parties mentioned in the main part of the document ignoring the 'exception clause.' The matter is made clear in the case of *Glynn v. Margetson & Co. (1893)*; in that case, the court commented that "looking at the whole of the instrument, and seeing what one must regard as its main purpose, one must reject words, indeed whole provisions, if they are inconsistent with what one assumes to be the main purpose of the contract."

5.5 Interpretation of Deed of Will

There are no hard and fast rules for interpreting the language and terminology used in a deed of will. The main task is to find out the intention of the testator for what he intended at the time of making the will. Whether the disputed document is a will or not has to be examined first; if the transfer takes effect after the death of the testator, it will be a will, and if it takes effect before the death of the testator, it will be considered a transfer by some other method than a will. To test the validity of a will, both the testator and the legatee must be alive at the time of making the will, and the legatee must be alive at the time of the testator's subsequent death. The same rules should be followed for the interpretation of wills as for the interpretation of other instruments (*Grant v. Grant, 1870*). The court will look to the surrounding circumstances to understand the meaning of the words used in the document. In the case of *Suryamani Dosi v. Deenbandhu Mallick (1857)*, the court stated that when interpreting a will, the most important factor to consider is the testator's intention or preferences, as stated in the document. The main focus should be on the contents of the will. They communicate the intended desires of the person making the will, but the interpretation of these desires might be influenced by the context in which they are expressed. In such situations, it is necessary to consider the surrounding circumstances. It is a settled principle in the interpretation of any document that the same words used in the document are to be deemed to convey the same meaning unless there is a clear intention to the contrary (*Thyagasundaradoss v. Pandia, 1965*). If the language of the will is clear and specific, it must be interpreted literally, and no implied intention of the testator can be applied. If the testator uses technical words, then they should be considered in their technical sense subject to the other provisions mentioned in the document. In fact, it is especially important to consider the real intention or will of the testator while interpreting the will. It was established in the case of *Narashima v. Parthasarathy (1914)* that in all circumstances, a court's main responsibility is to determine from the words of the testator what were his intentions. Other factors that must be taken into account include the testator's position, familial relationships, the likelihood that he would use words in a specific context, and the surrounding circumstances. In the case of *L.N.W.R v. Evans (1893)*, it was decided that a rule or canon of construction, whether applied to a will, deed, or statute, is not rigid but rather serves as a presumption in favor of a specific interpretation in the event of ambiguity. In construing a will, the grammatical meaning of the words used in the will has to be ascertained. If the words used are ambiguous by themselves or in the light of the circumstances, extrinsic evidence may be accepted to ascertain the intention of the testator. Circumstances prevailing around the testator at the time of making the will have to be considered while construing the same. The process of interpreting the will with the help of the surrounding circumstances is known as the 'Armchair Principle.' Therefore, in construing a will, the documents of the will must be interpreted in such a way that they do not fail because the will is made for the purpose of execution.

5.6 Interpretation of agreement of sale or Bainapatra

The first step in executing a contract of sale is to execute an agreement of sale or *Bainapatra*. As per the provisions of the law of the country for the time being enforced, registration of all deeds relating to the immovable property is mandatory. No one is entitled to establish his/her rights through the court by an unregistered deed. While interpreting the *Bainapatra*, it has to be seen whether the offer was made by the donor, the offeree accepted the offer properly, and the price fixed for the sale of the property, the amount paid and the amount unpaid, etc., all need to be considered. We need to pay attention to whether the *Bainapatra* has the signature of the donor along with the signature of the writer and the witnesses. Further, it has to be considered whether the possession of the property was transferred after the execution of the *Bainapatra*. *Bainapatra* has to be interpreted very carefully because if the donor does not execute the deed of sale according to the terms and conditions of the *Bainapatra* after receiving the total consideration value of the property, the recipient can sue for specific performance of the contract before the competent court. In this context, Justice Latifur Rahman commented in the case of *Jahanara Begum v. Md. Aminul Islam Choudhury and others, 1997*, "In a suit for specific performance of the contract, the primary question is whether the plaintiff has been able to prove the genuineness of the agreement by producing cogent, reliable and independent evidence." Therefore, *Bainapatra is an agreement for a certain period between the seller and the buyer before the completion of the execution of the sale deed; that's why it should be interpreted very carefully so that no party will be affected by the temporary document of Bainapatra.*

5.7 Interpretation of sale deed

Like any other contract, there is a requirement for free consent and reciprocity from the parties while executing a sale deed or '*Kabla*'. A sale deed can be executed only after the offer and acceptance are properly made and the transferee has paid the consideration value of the property to the transferor. The sale deed is to be registered irrespective of the value of the property as per the provisions of the Transfer of Property (Amendment) Act, 2004. In order to determine whether a sale deed has been

effectively executed or not, three factors must be considered; firstly, there must be an agreement of sale. This is the initial stage of the sale; the parties may execute an agreement of sale for a specified period before execution of the sale deed. However, the sale deed can be done without an agreement to sell. Secondly, consideration value must be paid. Payment of consideration value is essential to the execution of the sale deed. In order to make a valid sale deed, there must be either payment of consideration value or an undertaking to pay the consideration value as per the provisions of section 54 of the Transfer of Property Act 1882. Thirdly, possession of the property must be transferred in favor of the transferee. There is no alternative to transferring the possession of the property in order to confer ownership in favor of the transferee.

So, keeping in mind the elements mentioned above, the sale deed has to be interpreted in the light of other prevailing rules of interpretation. When interpreting a document, whether it is a sale deed or any other deed, the intention of the parties expressed in the deed has to be ascertained. Justice Anwarul Haque Chowdhury commented in the case of *Mesbah Uddin Ahmed v. Government of Bangladesh and others (1995)*, "It is the principle of interpretation of any documents that the documents should be read as a whole, and the intention and the purpose of the documents need to be understood by reading the document as a whole and not by examining isolated expressions here and there." Therefore, a sale deed plays a very important role in Bangladesh's land administration. A sale deed is a deed by which all rights and interests of the owner of the property are transferred to the transferee; that's why it should be interpreted by considering not only any part of the deed but also the four corners of the deed.

5.8 Interpretation of deed of gift

Gift deeds are usually executed by Hindus and Muslims in our country. In this case, it is done by following the provisions of their respective personal laws. Hindu law requires the presence of the following to make a gift: (a) the name of the donor and the donee or recipient; (b) determining the subject matter of the donation, i.e., determining whether it is immovable or immovable property; (c) the donation must be free of interest; (d) donation must be voluntary; (e) the property donated must be in existence at the time of donation; (f) deed of gift to be registered. On the other hand, gifts in Muslim law are of two types, namely, Heba and Heba-Bil-Ewaz. Three conditions have to be fulfilled for the validity of heba or donation, such as: (a) declaration of donation by the donor; (b) the express or implied acceptance of the gift by the recipient or by any other person on his behalf; and (c) possession of the donated item shall be transferred to the recipient. Again, in the case of Hiba-Bil-Ewaz, two conditions are mandatory, namely, (a) Recompense or payment of compensation by the donee, such as Qur'an, prayer mat, Tasbeeh, etc., and (b) Expression of donation intention by the donor. In the case of Hiba-Bil-Ewaz, actual possession of the donated property is not required.

In order to interpret whether a deed of gift is valid or not, it is necessary to read the deed carefully to see if the elements of donation described above exist in the deed. The absence of any one or more elements will render the deed of gift questionable. Moreover, whether the gift deed has been executed by showing undue influence, coercion, intimidation, etc., on the donor or not is also to be considered while interpreting the same. In interpreting the Heba-Bil-Ewaz deed, it is necessary to see whether the consideration or the exchange has actually been given to the donor or not. If the consideration or the exchange is not given, the deed will not have any legal validity. In interpreting the deed of gift, its registration must be considered because the gift deed must be registered irrespective of the value of the property donated as per the provisions of the Transfer of Property Act 1882. In this context, Justice Badrul Haider Chowdhury (later Chief Justice of Bangladesh) commented in the case of *Abani Mohan Saha v. Assistant Custodian and others (1987)*, "If the question is whether the deed of gift is genuine or not, the simple answer is, it being a registered document under section 60 of the Registration Act, 1908 as a matter of law a presumption that the registration proceedings were regularly and honestly carried out."

6. Conclusion

The document serves as a reflection of the thoughts and intentions of the individuals who were involved, so a document is comparable to a mirror. In the same way that a person could stand in front of a mirror and get an accurate idea of his appearance, similarly, when a document is properly interpreted, we are able to get an accurate idea of what the parties want to convey through this document. The primary distinction between the mirror and the document is that the mirror only reveals the outward matter, whereas the document is obliged to reveal not only the external matter but also the internal matter by the court in order to accomplish its final goal.

Notes:

1. **Interpretation:** Interpretation refers to the skill of determining the genuine meaning of a law or regulation by establishing the words used in the law with their inherent and customary significance. Statutory interpretation is the method by which the intended meaning of certain legislation can be realized.
2. **Golden Rule of interpretation:** The golden rule of interpretation is a modified version of the literal rule of interpretation. The literal rule of interpretation in legal language emphasizes the particular meaning of the words used, while the golden rule of interpretation seeks to prevent absurdities and inconsistencies that may result from a strict literal interpretation. The golden

rule modifies the language and grammar of words in legislation and other interpretative texts, thus conveying the intended meaning of the words.

3. **Agreement to sale/ Bainapatra:** An agreement of sale specifies the particular terms and conditions that govern the transfer of a property from the seller to the buyer. The future date of the whole payment and the amount at which it is to be sold are included in these terms and conditions.
4. **Sale Deed or Kabla:** A Sale Deed, also known as 'Kabla,' is a legally binding agreement between parties involved in the transfer of immovable property. It is created once the buyer has paid full payment and the actual handing over of the property is taking place.
5. **Gift:** A 'gift' refers to the voluntary transfer of mobile or immovable property from one person, known as the donor, to another person, known as the donee, without any exchange or consideration. The gift is accepted by the donee or on his or her behalf.
6. **Will:** 'Will' is a permanent dedication of any property, whether it is movable or immovable. It can be made by the waqif or appropriator (the person making the dedication) either explicitly or implicitly. The purpose of the will may be charitable or to provide benefits to human beings or religious objects, with the objective of pleasing Almighty Allah.
7. **Armchair Principle:** This principle allows the court to consider additional evidence to help interpret the will. When interpreting a will, it is important to consider the context and circumstances surrounding the testator's property, family, and other relevant factors at the time the will was made. This allows for a more comprehensive understanding of the testator's intentions, even though it is commonly stated that the will is only effective from the date of the testator's death.

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