

Section application,
and is not confined to



Section 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. S. 91 applies to documents which are both bilateral and unilateral, unlike S. 92, the application of which is confined only to bilateral documents.

S. 91 lays down the rule of universal application, and is not confined to the executant or executants of the documents. S. 92, on the other hand, applies only between the parties to the instrument or their representatives in interest. There is no doubt that S.

92 does not apply to strangers, who are not bound or affected by the terms of the document. Persons other than those who are parties to the document are not precluded from giving extrinsic evidence to contradict, vary, add to, or subtract from the terms of the document. It is only where a question arises about the effect of the document as between the parties or their representatives in interest that the rule enunciated by S. 92 about the exclusion of oral agreements can be invoked.

This position is made absolutely clear by the provisions of S. 99, which provides that persons who are not parties to the document or their representatives in interest, may give evidence of facts to show a contemporaneous agreement varying the terms of the document. (*Hira Devi v. Official Assignee, Bombay*, A. I .

R. 1958 S. C. 448)