

## Pomposity of Legal Writing in Drafting, Pleading and Conveyancing

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### Abstract

The use of appropriate language in legal writing plays a significant role to influence the Justice. The simple and appropriate legal language in legal drafting finds to be a issue of concerned today. Moreover, the common criticism by lawyer to use of plain language is that, it's not "Defined enough" nor much develops. It seems to be search for "Dignity" that leads away from simplicity and clarity in to pomposity<sup>2</sup>. Pomposity is easy to understand it intangible quality, but harder to describe than most of the other concepts. The interesting thing is that, unlike the characteristic of legal writing, sometime it appears in to speech also<sup>3</sup>. With that respect, the use of language legal lectures, legal arguments in courts and in legal writing supposed to be applicable. The present piece of article is best answer to those criticisms offered by lawyers for pomposity of legal drafting, pleading and conveyancing.

**KEYWORDS :** Pomposity, drafting, pleading, conveyancing, legal writing, plain language, rules as to plain writing, law on writing , legal document, preparation, procedure and development.

### I) Origin of problem:

Drafting pleading and conveyancing is one of the recognised areas of Law. The use of legal and plain writing is always being an issue of concerned for lawyers in practical field. Moreover, this is a skilful area which academicians has very low trace on it. Many people are dissatisfied with legal practitioner including judge, on the point that, they are found to be professionally negligent while using the language in such legal documents. Moreover, people are losing the trust on legal profession. Use of clear and precise writing is a problem before new budding layers and law students. To avoid this problem, the document stayed silent until when the parties are ready to consider it perfect one. Moreover, most of the lawyers not get approved and conformed this draft from their client as perfect. Because, client is only the source of information of any lawyer. As the same way, the use of proximate language increases the pages of drafts. The increase drafts take a appreciable time of courts. Killing the time of court may attract the cost. Moreover, it increases the burden on judiciary. The extra burden of reading on judiciary resulted in to pendency of cases. Pendency of

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cases resulted in to “Justice delayed is justice denied.” Indirectly, the use of proximity in legal language may fails the objectives of justice system.

## **II) Significance of the study:**

As the problem deals with legal writing. It covers convergent are of law and it practices in Courts, firms, schools, and legal research related activities. Therefore, this article helps the law students, law teachers, legal practitioners, law firms and to new budding lawyers who always use to say, “it is difficult task to write well”. “Use of precise language” while writing may also significant from the point of view of layman at least to understand How his lawyer representing him in to court of Law. The foremost significant point is, this study encourage to save the valuable time of Court by avoiding proximity in writing.

## **III) Research Methodology:**

It need not to spent inch /space to say, what research methodology is!. The present research work is the outcome of both doctrinal and non doctrinal methods. The primary data has been used to develop the theoretical approaches on precise writing. Whereas , the researcher, simultaneously remarked the response in questioner form of law teachers, law students and legal Practitioner in District Court of Amravati and Chattisgarh High Court (Bilaspur ) and Madras High Court . The questioner has been prepared in English Language. From each institution 30 respondent has been sampled as a source of information and accurately analyzed it.

## **IV) Major Findings of Study:**

- It has been revealed that, the Indian courts failed to work on the theme of precise writing for drafting, pleading and conveyancing.
- It also found that, India having very minimum rules on “precise and appropriate” writing.
- Unguided writing resulted in to burdensome on judges to read and interpret. Because of which most of the courts documents rapped in red label.
- It is a part of general observation that, for every skilled and professional field, a special language is developed based on the terms use in to it. For instance, *mutati mutandies* , *prima facie*, *toto*, *mens rea*, *obitar dicta* , *retio decidendi* are legal terms. Whereas, *fuse conductor*, *aviation*, *space etc.* deals with engineerings and geographical field. These terms have no use for common man. Hence, simultaneously general meaning of such term may use by the professional while writing in certain exceptional circumstances’. This practice may help to communicate the message to common person.
- There is long standing evidence that, plain language improve comprehension.
- From the legal point of view, plain language is more likely to be understood and appreciated than traditional legal writing, when legal testing is not possible.
- India have some provisions on the line of avoiding the unnecessary adjournments for delay and verifications claim but unfortunately it don't have any provision for prolixity writing. (Section 35 and 35 A, B of Code of Civil Procedure 1908).
- As the same way because of proximity in writing, ratio of pendency of cases is increasing. For presenting a simple application, lot of pages spent for it. Hence, there is need to develop a Law on precise legal writing in court.

#### **V) Objectives of the Study:**

The objective of present study can be utilized as follow.

- To understand the nature of and applicable laws to conveyancing practice Indian and Australian States.
- To appreciate the extent to which customary has impacted on drafting Pleading and conveyancing practice in Indian and Australian courts.
- To understand conveyancing procedures in India
- To identify the challenges of drafting , pleading and conveyancing in Indian Courts.
- To contribute to improve the law and practice of conveyancing in India
- To sensitize the academicians and budding lawyers on the use of plain language in drafting, pleading and conveyancing.
- To defining pomposity in pleading drafting and conveyancing and other legal writing
- To realizing the significance of use of proper language in such legal drafts.
- To highlight the Law on legal writing and importance of legal document.
- To define the basic concepts dealing with legal drafting for Court or parties as the case may be.

#### **VI) Review of Research and Development in the Subject:**

Law schools and legal profession facing increasing pressure to improve instruction in practice oriented skills. One of the most important of these skills is legal writing. Precise legal writing is considered to be the technical and more complicated issue in legal phenomena. Even the Code Of Criminal Procedure, 1973 and code of civil procedure, 1908 provided some schedules and forms for conveyancing. As the same way, there are some guidelines to develop the forms and contents of any memo of plaint, written statement, petition, applications or any memo of appeal, writ under Constitutional Law etc. Sometime, it may be regulated by the concerned High court of the concerned State. The Transfer of Property Act 1882 also provides some drafts of legal transactions. Such as sale, mortgaged, pledge, will etc. The drafts are provided, rules are prepared but consequently failed to regulate the language of court in legal terms. However, the western Law have this mechanism in to their system. The researcher, in this present piece of work, referred various rules and regulations of different countries. Yet, most of the lawyers prepare legal drafts without an adequate theoretical account of the fundamentals of good legal writing. As a result, legal writers are left without a solid conceptual framework on the ground of such rules and regulations. It ultimately resulted in to poor representation of the parties in to court of laws. It therefore argues that, legal readers judge a document to be well written if the writing helps them to make the decisions they need to make in the course of their professional duties. This Article then provides an analysis of the fundamental qualities of good legal writing. It further discuss why each of these qualities is essential to good legal writing, and it examines the tools of legal control of writing in India as well as some states in Australia. Therefore, it claims its International status. One may refer resources of this article on this account.

## 1. Introduction:

*“Lawyers have two common failings. One that they do not write well and other is that they thing they do.”<sup>4</sup>*

One common thing I usually found in the job of lawyer in every country that, he has to prepare a document of draft for pleading and conveyancing. The influence of lawyer in and outside the Court can be judge from his method of using legal language in argument either oral or written. The simple and appropriate legal language in legal drafting finds to be an issue of concerned today. Moreover, the common criticism by lawyer as to use of plain language states that, it is even not “Defined enough”. It seems to be search for “Dignity” that leads away from simplicity and clarity in to pomposity. Pomposity is an intangible quality, harder to describe than most of the other concepts. The interesting thing is that, unlike the characteristic of legal writing, sometime it appears in to speech also. With that respect, the use of skilled language in legal writing and legal argument gather attention of new budding lawyers and academicians about its use, methods and techniques for skillful legal drafting, pleading and conveyancing.

Legal drafting or pleading made by lawyers developed for clients and judges should be comprehensible as possible in simple way. It could very hard to find a lawyer who usually sitting in his office without having any wrinkle's on his clothes and without preparing any document within a day. Even, a normal advocate either academician or professional have to write at least two documents within a week. The measure of success of legal writing is not how the drafter manages to decorate it but how well they archive accuracy of content combined with plainness of expression<sup>5</sup>.

In short use of language in legal writing by lawyer is significant component to influence the judicial decision. The parties to contract can only be represent through lawyer and success of every lawyer is depend upon the drafting, pleading and conveyancing skill of him. Use of proper language in legal drafts is an essential part for proper representation. Drafting pleading and conveyancing is one of the ways of placing all legal things on record through documentation. Technically speaking, drafting, pleading and conveyancing are the art of documentation. Commercial and other documents which is commonly understood to be included in the legal expression via DPC. Most of the times, these three terms are used in singular terminologies and with a common meaning to all. But in fact these all these three terms have different extension and meaning in legal spare. Over the last three decades, there have been plenty of people ready with about writing. Drafting pleading and conveyancing influence the Law, Lawyers and Legalese. In short DPC is deals with the writing in legal profession but having different identical marks which is differs from other.

Considering the changing decorum of legal profession, new budding lawyers used to found in the query as to legal documentation and curious about to know the proper way of drafting, pleading and conveyancing? They use to trusting more on the skilful preparation of draft to avoid pleadings and appearance in court. Simultaneously, now a day's several legal firms are working in the field of legal documentations. Several

new drafts, new terms and conditions are introduced by the global legal practice through legal firms. Several lawyers are exhausting their efforts to drafts recent types of contracts. Hence, while answering the above queries, the importance of the knowledge about drafting and conveyancing for the new budding lawyers has been felt particularly for the four basic reasons viz., (i) for obtaining legal consultations; (ii) for carrying out documentation departmentally; (iii) for interpretation of the documents.(iv) to avoid the future contradiction.

With the knowledge of drafting and conveyancing, better interaction could be placed by the lawyers while seeking legal advice as legal experts in regard to the matters to be incorporated in the documents, to decide upon the coverage and laying down the exact obligations of the parties therein. It sometime facilitates better communication, extraction of more information, arriving on workable solutions, and facilitates settlement of the draft documents, engrossment and execution thereof<sup>6</sup>.

Legal writing therefore requires specification, limitation and simplicity. People who have advocated the philosophy of simple writing through plain words believe on the simplicity and accuracy of legal terminology. Aristotle had some advice for those who desirous to write something well. This could be easily trace by understanding the following lines which he says “*write well in any tongue must follow this counsel of Aristotle, to speak as the common people do, to think as wise men do, so should every men understand him and the judgment of wise men allow him*”<sup>7</sup> ”

Sir Ernest Gower, had some advice for all writers who said, “*Be short, be simple, be human*”<sup>8</sup> The basics for any writing is aim of understanding to it objects and contents. The clear and exact writing precisely influence much on its readers. More simplicity used in legal matter may cause harm sometimes to the parties. Hence Albert Einstein rightly observed by saying, “*Everything should be made as simple as possible but not sampler*”<sup>9</sup> There may be great chance to misinterpretation the sense as Albert Einstein used, even that’s not right to write the baby talk. Most of the people think that, plain language could be with separate forms of vocabulary which is different from normal language. This is wrong at all because simple in this sense doesn't mean simplicity. It really means preciseness, straightforwardness and clearness.

The use of plain language in drafting and conveyancing is a prerequisite of lawyering. In fact it enhances the beauty of legal profession. As one may think that, the use of plain language in legal drafting and conveyancing is rigidity. It may be supposed to rigidity but must not be a compulsion for using the plain language. Contrary to it, flexibility is one of the advantages of it. For example, always using ‘you’ and ‘yours’ instead of giving the parties their name while drafting any legal draft of ‘earnest money’ instead of borrower and lender cause no harm to anyone but the term use above are more suitable in legal phraseology. Using the proper words is helpful to determine the nature contract.

In short plain language for legal drafting and conveyancing might be helpful but

not essential. What is essential then? The answer is to develop the sensitivity of documents, to its parties and its approximate readers. As we saw, DPC is a skill of legal writing through documentation. The word document is needed to understand first.

## **2. Definitions of Document in India-**

In India five Acts refer to the word , 'Document' in very different manners:

**2.1. Section 3 of the Indian Evidence Act, 1872** states that a , 'Document' means 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, for the purpose of recording that matter. Thus one can say, writing is document even words printed, lithographed or photographed are document. A map or plan is document and an inscription on a metal plate or stone is a document, even in legal sense caricature is also document.

**2.2. Section 3(18) of the General Clauses Act, 1897**, states that a , 'Document' shall include any matter written, expressed or described upon any substance 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.

**2.3. Section 29 of the Indian Penal Code, 1860**, 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'.

**2.4. The Companies Act, 1956** defines vide Section 2(15) the term "document" which is wider concept so as to include "summons, notices, requisitions, order, other legal process, and registers, whether issued, sent or kept in pursuance of this or any other Act, or otherwise".

**2.5. Section 2(4) of the Indian Sale of Goods Act, 1930** so as to include a document of title to goods i.e. "Bill of lading, dock-warrant, warehouse-keepers' certificate, wharfingers' certificate, railway receipt multi-modal transport document warrant or order for the delivery of goods and any other document used in ordinary course of business as proof of the possession or control of goods or authorizing or purporting to authorise, either by endorsement or by delivery, the possessor of the document to transfer or receive goods thereby represented."

Thus the word , 'Document' has been used in a wide sense and it includes instruments, deeds, agreements etc. Now day's documents will include Electronic records also<sup>10</sup>. A lawyer has to work in all spare as mentioned above. No doubt, there are many forms of writing and preparing legal draft. Even there is no hard and fast rule. An ambiguous document may cause harm to the interest of parties. The lawyers have to avoid these kinds of ambiguity, vagueness while preparing any legal documents for his client. What is appropriated in one context may be misappropriated in another. For budding lawyers it is essential to understand that, if you are trying to write in this way by using plain language, you should always keep in mind that, natural style gradually emerge and this could only be developed by practice only. For that, a lawyer have to understand again one thing that, there is no any international

Standard or infallible norms to check the use of plain language by lawyers. The result of that document can easily be seen in the judgment derived from the language used in it. Ultimately what requires is? *Proper communication!*

Drafting pleading and conveyancing is also works as a tool of legal communication. In fact, in law there is no write and wrong<sup>11</sup>. But choosing the right word does present the real intentions of the parties. One should have to use the word which will mean what he wants from other. This not meant for today or not at the time of signing of the document by the client but must have a futuristic vision. This in fact shows the good quality of lawyer. Lawyers have to write today to cover tomorrow. This could not only develop their skills in drafting any draft, but simultaneously enhance their value in legal decorum and assured the best relief to the parties concerned. Otherwise, Will Roger who rightly quoted the line i.e. *“The minute you read something and you can’t understand it, you can be sure that it was written by lawyers.”*<sup>12</sup> ”

This situation about the legal writing by some lawyers in India is same. The sound and educated client who is unable to understand the language use by his lawyer in any legal document, shows the gravity of breaching professional ethics set by regulating authority. Unfortunately, India having very minimum Laws on legal writing on drafting, pleading and conveyancing. Before touching this issue it would be better to understand what drafting is? What pleading is? And what conveyancing is? Let’s start with first question.

### **3. What Is Drafting?**

The process of drafting operates in two planes: the conceptual and the verbal. Besides seeking the right words, the draftsman seeks the right concepts. Drafting, therefore, is first thinking and second composing. A lawyer has to deal with both sorts of drafting. Drafting, in legal sense, means an act of composing deeds or agreements for parties to contract. The word conveyancing is also found similar with drafting. Conveyancing is an art of drafting deeds and documents whereby any right, title or interest in an immovable property is transferred from one person to another. For instance, Partnership Deed, Lease deed, mortgage deed etc. Drafting of any legal documents is a skilled job. A draftsman, in the first instance, must ascertain the names, description and addresses of the parties to the instrument. He must obtain particulars about all necessary matters which are required to form part of the instrument. He must also note down with provision any particular directions or stipulations which are to be kept in view and to be incorporated in the instrument. The duty of a draftsman is to express the intention of the parties clearly and concisely in technical but usually in simple language. With this end, one should first form a clear idea of what these intentions are<sup>13</sup>. Thus; drafting may cover all types of documents in business usages. It has its multiple uses which can be count in following purposes. Such as to helps in meeting the client’s goal and carry out the client’s instructions. Further it helps in maintaining the standard of care which protects the interests of the client. Again it

helps in accurately addressing all the relevant legal and factual issues<sup>14</sup>.

There are some rules for drafting, which can be sorted out as follow. As I already told that, drafting is a skill job. It requires five things to be trace. According to Fowler there are five rules of drafting which are as under:-

**3.1 To be Direct:** The drafting represents the parties through legal writing by way of drafts. The lawyer must assure that, he is directly obliged the parties by uttering their position in law along-with using their name affixed to it. For example If Mr. Prakash is the landlord who preparing a legal draft of agreement between him and Ramesh who is desired tenant. Then the use of language by the pleader would be like that Mr. Prakash (Landlord) entered a tenancy agreement with Mr. Ramesh (Tenant )on dated ---/---/----at place. The example is only for understanding and does not follow any strait jacket formula. The only thing want to produce is , use of legal language directly, precisely and clearly. Generally drafting on any legal document between parties will contain some important features such as-

- A). Identity the parties,
- B)Term of the agreement;
- C)Commercial or other benefits,
- D)Obligations of the parties to the agreement,
- E)Purpose of the agreement,
- F)Termination details etc.

Last but not least the signature of the parties to prove consent to the agreement. Thus direct insertion of clauses in any legal drafting on abovementioned points is requiring.

### **3.2 Simple:**

Much more discussion has take place on the use of simple language in drafting pleading and conveyancing. In fact the idea of trying to simplify our writing is not new. I have an advice to those budding legal writers and lawyers by using the sense of first Duke of Wellington who said “Don’t quote Latin say what you have to say and then stop<sup>15</sup>” Even as long as the end of 20<sup>th</sup> century people are complaining about the proliferation of legal language use by lawyers in drafting, pleading and conveyancing.

Following the thread with simplicity of language in legal writing how one can forgot the words of King Edward VI<sup>16</sup> who said “I would wish that, the superfluous and tedious statutes were brought in to one sum together and made more plain and short so that men might better understand them”. Making thing more complicated is not only hamper the justice but may create a disbelieve about lawyers. In spite of this, Lawyer is required to write every social aspect and it was taken for granted that he would be able to do this. Doesn't matters how one qualified, what matters is? The way of communication, understanding and simplicity.

### **3.3 Brief but not wide:**

Whether you are composing a memo of complaint or a plaint or written statement for defence for your client, you should decide what information you want to convey.

Here is how to do this:

A) . List each item you need to discuss in your memo of complaint or report a complaint or written statement.

B) Put them in order—from most to least important. For that preferentialism is need to follow. For instance if you are preparing a lease deed for your client as a part of conveyancing , then the parties to agreement , property leased , rent and terminations are essential things which need to site first. The remaining are secondary things but as far as possible give each and every details while preparing such kinds of documents.

C) Write a brief summary of your entire terms this will be your first paragraph. If any action needs to be taken by the recipient, state that in your closing paragraph as a consequence of any breach of condition. One query I find that how one can avoid wideness. This could be better answered by saying what I am trying to write trying to write. For example, the sentence, "I found out that I should take a look at our past sales figures in order to come up with a plan to help us re-evaluate our sales technique" could be more simply stated as "I must take a look at our past sales figures to re-evaluate our sales technique." Hence be brief but try to be limited.

**3.4 Use of Legal Terminology in active voice:**

The active voice makes your sentence stronger and usually shorter. Let's try these examples. Passive voice: "Sales increased due to the networking I did." Active voice: "My networking increased sales"<sup>17</sup>. "It would be better to use the legal terminologies while drafting any legal document. Variation for the sake of variation has no place in regulation writing. Using a synonym rather than repeating the precise term you intend just confuses the reader. Arrange sentences so that parallel ideas look parallel. This is important when you use a list. How to use legal terminologies can be better learn by following paragraph of Say and don't say.

AVOID/DON'T SAY	USE/SAY
not honest	dishonest
Ab initio	From the start
did not remember	forgot
Hereinafter	after
did not pay any attention to	Negligent
In personam	Personal/personally
did not remain at the meeting of mind	Not consented
did not comply with the terms	violated

Inter alia	Among other things
Agreed upon same thing in same sense to each other	Reciprocal promises
He is gaining profit through wrongful possession of property	Mesne profit
Mutatis mutandis	With necessary changes
A formal expression of the court	Decree
Prima facie	At first glance
An order based on decree and orders	Judgment
Purchaser	buyer
These present	This deed

The simple thing is that, follow the legal sense while using any legal terminology in any agreement, drafting or pleading.

### **3.5 Legal Lucidity:**

The term lucid stand for intelligible, comprehensible, understandable, cogent, coherent, communicative, articulate, eloquent<sup>18</sup>. If the language of lawyer is not understandable then his all efforts are in vain and unjustifiable on the part of his client and disrespect toward the judiciary. Now a day's fortunate enough that, most of the legal drafts are available online. But as matters change the circumstances' may also differs from case to case. In that situation, a legal stand taken by the lawyer could only be communicated through his pleading either through plaint or written say. In that respect, use of writing based on intelligibility, comprehensible is required. And even comparing to the lower judiciary in India, it hardly use the resources via internet as submitted by the parties. In that respect, legal lucidity found significant. The abovementioned rules are similarly applicable to conveyancing and pleading.

### **4. What Is Pleading?**

BLACK'S Law Dictionary, 6th Ed. defines pleading as a replication in common law made by the plaintiff in an answer to the defendant's plea and a rejoinder as a second pleading in common law on the part of the defendant being his answer to the plaintiff's replication<sup>19</sup>.

The pleadings are the formal allegations by the parties of their respective claims and defences, for the Judgment of the court<sup>20</sup>. The code of civil procedure<sup>21</sup> speaks about the pleading as "Pleading means plaint and written Statement."<sup>22</sup> The individual

allegations of the respective parties to an action at common law, proceeding from them alternately. In the order and under the distinctive names following: The plaintiff's declaration, the defendant's plea, the plaintiff's replication, the defendant's rejoinder, the plaintiff's surrejoinder. The term "pleadings" has a technical and well-defined meaning. Pleadings are written allegations of what is affirmed on the one side, or denied on the other, disclosing to the court or jury having to try the cause the real matter between the parties<sup>23</sup>.

The term pleading is use with different sense in Law. Legally speaking, A legal pleading is a document that can trigger a complaint against another person in civil court or is the answer to a complaint that has been filed against you. It can also be formal notification to the judge in your current case that something has occurred that needs judicial intervention. These forms can be difficult to draft if you do not know how to format a legal pleading. If your case is complicated or has many issues that need to be addressed by a court, seek the advice of an attorney prior to drafting your own legal pleading. A legal pleading is a document drafted and filed with the court. Different systems of pleading have been organized generally to serve four functions:

- (1) to give notice of the claim or defence;
- (2) to reveal the facts of the case;
- (3) to formulate the issues that have to be resolved; and
- (4) to screen the flow of cases into a particular court<sup>24</sup>.

Generally the law relating to pleading is almost developed in India than drafting and conveyancing. Pleading is the beginning stage of a lawsuit in which parties formally submit their claims and defences. The plaintiff submits a complaint stating the cause of action -- the issue or issues in controversy. The defendant submits an answer stating his or her defences and denials. A plaintiff can claim relief on the basis of pleas in the plaint and not on pleas in the replication. The law of pleadings does not require a plaintiff to file a replication merely denying the allegations made in the written statement. Failure to file a replication cannot be treated as an admission of the plea in the written statement. *Veemsekhara Vs Amirthavalliammal, and Laxmansing. Vs. Laxminarayan Deosthan*<sup>25</sup>, *Bank of Behar Ltd v. Madhusudan Lal*<sup>26</sup> again in *Amarjeet Singh vs Bhagwati Devi*<sup>27</sup> this Court has held a pleading to mean plaint and written statement only<sup>28</sup>. Finally it was decided that, the replication to answer of plaintiff claim does not amount to pleadings in legal sense for which separate written statement is need to file. Consequently one can reach to conclusion that, both plaint and written statement are part and parcel of pleading.

Thus two important aspect of legal Drafting can be sorted out by two senses. Such as in 'Ordinary sense' of words pleading ensures that words and phrases have

been used in their normal and ordinary meaning. The meaning of an ordinary English word is a question of fact and needs to be adhered to. The second is by way of Consistent Terminology which ensure that each recurring word or term has been used consistently and do not change your language unless you wish to change the meaning. But always change the language if you wish to change your meaning. It is also an elementary rule that the same word cannot have two different meanings in the same document, unless the context compels the adoption of such change<sup>29</sup>.

### **5. What Is Conveyancing?**

The next to it is conveyancing. Mitra's legal and commercial dictionary defines "conveyance" as the action of conveyancing, a means or way of conveyancing, an instrument by which title to property is transferred, a means of transport, vehicle. In England, the word "conveyance" has been defined differently in different statutes. Section 205 of the Law of Property Act, 1925 provides that the "conveyance includes mortgage, charge, lease, assent, vesting declaration, vesting instrument, disclaimer, release and every other assurance of property or of any interest therein by any instrument except a will". "Conveyance", as defined in clause 10 of Section 2 of the Indian Stamp Act, 1899, "includes a conveyance on sale and every instrument by which property, whether movable or immovable, is transferred inter - vivos and which is not otherwise specifically provided by Schedule I" of the Act." Section 5 of the Transfer of Property Act, 1882 (Indian) makes use of the word "conveyance" in the wider sense as referred to above. Thus, conveyance is an act of conveyancing or transferring any property whether movable or immovable from one person to another permitted by customs, conventions and law within the legal structure of the country. As such, deed of transfer is a conveyance deed which could be for movable or immovable property and according to the Transfer of Property Act, 1882, transfer may be by sale, by lease, by giving gift, by exchange, by will or bequeath. But acquisition of property by inheritance does not amount to transfer under the strict sense of legal meaning.

Sadly saying, India laws having some rules regarding filling of plaint, even have ready made drafts for different deed but there are very limited liability on the lawyers while using the lengthy pleadings in court. Comparing this situation with Australian law, Order 22 rule 1(5) said that, "inquires into any unnecessary prolixity, and may order the costs occasioned by such proximity to be borne by the parties responsible for the same<sup>30</sup>".

### **6. The Benefits of Plain Language in Drafting Pleading and Conveyancing:**

#### **6.1. Confidence:**

Plain language inspires confidence in both the lawyers and the court. Clear writing is evidence of clear thinking, clear facts, clear law and clear relief. If thinking of lawyer is clear, he along with party can be confident that written product either drafting pleading or conveyancing will be of better result oriented than the average precedent. Client has a right to know what the documents you ask him to sign actually say. They can understand and act upon their rights and obligations when they receive

advice and documents in plain language. They can make informed decisions and avoid legal complications. This inspires confidence in them and confidence in lawyers and court.

Now a days client loses confidence in the whole process, in the lawyer, and in their own ability to function effectively in legal situations. By proposing the use of plain legal language it can possibly reduce. At least, the harm to legal confidence by unsatisfied parties to suit or claim. At least, it reduces his frustration and increases his or her confidence and rapport with you.

### **6.2 Cost-Efficiency:**

Plain language can make your practice more cost-efficient as it has in private companies' messages. These are a few of the ways you and your clients save one can simplify a document assembly by simplifying the documents itself. Plain-language provides greater uniformity of service, confidence in the product and a greater sense of security in your office. This practice is definitely useful to Law firms while preparing legal document.

### **6.3 Advance planning**

Preparing plain language documents is advance planning for new legal requirements such as statutes governing consumer finance documents. Having plain language policies and drafting practices in place can save you from a rush or panic later. It is also beneficial because :

1. It raises the firm's profile in the marketplace
2. It gives the firm a feature that distinguishes it from its competitors a
3. It attracts new clients to the firm
4. For legal practitioner it is advance planning in the sense that, a proper draft is easy to interpret, more easy to summarize.
5. It could save the time of court and keep the interest of judge to read and appreciate.
6. Lawyer career is not at risk from plain language, but the quality of their service may be measured by their ability to produce precise legal language<sup>31</sup>.

### **7. Suggestion and Recommendation:**

There is need to apply following suggestion to avoid complicated legal writing.

1. Plain language would reduce litigation by avoiding unnecessary confusion caused by traditional legal writing.
2. Lawyers, legal professionals, judges and law teachers must use professional come plain language accessible and understandable.
3. There is need to generate plain language movement for legal writing
4. There is need to develop law on testing legal document either by law practitioner or

Judges while writing judgment.

5. There is need to organize legal training programme on the line of continuous legal education programme for lawyers to trained them for use of plain language.

6. The role of Law drafter is also found significant with respect to use and explain the term through definition in any particulate law, rules.

7. The judges must also train to appreciate the precise legal document to encourage the practice of plain legal language.

8. There is need to organized legal aid camp by law schools to simplify complicated legal terms, such as euthanasia, surrogacy, white collar criminality and many more.

9. There is need to encourage the parties to proceeding to have clear-cut idea of matters produced by his lawyer in the court of law through legal documentation.

### **8. Sum Up:**

Consequently, the practice of unnecessary proximity writing kills appreciable time of court. There is need to have a serious look on the precise writing of lawyers for courts. Otherwise the date follows date syndrome will continue and the hope of justice may loss. There is need to develop a law on the basis of Queensland code of Australia.<sup>32</sup> There is need to define what is unnecessary and what is appropriate terms for legal writing. The reason of this may find in the writing of Blaise Pascal who said "*it is easier even quicker, to have made the letter longer than usual, only because I did not have the time to make it shorter*"<sup>33</sup>". Lastly, it would be better to say, "*I give it to you gentlemen, as my considered nonbinding opinion that this is to you, dear jurisprudence, and wise jurisprudence get check and implement.*"

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1. Assist.Prof.Pankaj P.Umbarkar is working as a faculty of Law in MATS University and is a research scholar of Nagpur University. The present work is the best piece for those budding lawyers and academicians who are exhausting their efforts in legal field. It is purely outcome for educational works which is totally based on practical approaches in Legal Profession which could be differ from person to person. In case of any contradiction in thoughts or resources, views are welcome on [adv.pinkuji@gmail.com](mailto:adv.pinkuji@gmail.com) . The researcher claim possible caveat for claims on present work. The resources are checked and cross checked.

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21. Order 6 of the Code of Civil Procedure deals with pleadings generally. Pleading shall mean plaint or written statement. The pleadings are supposed to set out material facts. They are to be verified. 8.1 Order 7 deals with the plaint. Order 8 deals with written statement. Rule 3 of order 8 enjoins the defendant to deny specifically such of the averments of the plaint which he does not admit. An averment made in the plaint if not specifically denied or only evasively denied in the written statement would be deemed to have been admitted. Rule 2 enjoins the defendant to specifically plead new facts. 8.2 Order 8 Rule 9 provides that no pleadings subsequent decisions by different High Courts, especially by Delhi High Court which have come to notice may be dealt with.
22. Anant Construction (P) Ltd. vs Ram Niwas on 3 October, 1994
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