

Framing of Issues

Introduction

Once the pleadings are complete issues are framed in civil, criminal, tax or other related matter proceedings. When one party affirms and other party denies material propositions of fact or law, then only issue arises'. If there is no specific denial, the question of framing of issue does not, generally, arise. The plaintiff must allege such material propositions in order to show his 'right to sue'. In the same way, defendant must allege as to what constitute his defense. Unless each material proposition is affirmed by the plaintiff and denied by the defendant, a distinct issue will not form.

If defendant makes no defense, framing and recording issue by the Court does not arise. In such a case, a Court need not frame and record a issue in as much as the defendant makes no defense at the first hearing of the suit.

Important Points

1. According to Order XIV Rule 1(4) of the C.P.C, issues are of two kinds.
 - a) Issues of fact
 - b) Issues of Law
2. Court to pronounce judgment on all issues even if case may be disposed of on a preliminary issue, the Court shall, subject to the provisions of pronounce judgment on all issues.
3. Where issues both of law and of fact arise in the same suit, and the Court is of opinion that the case or any part thereof may be disposed of on an issue of law only, it may try that issue first, if that issue relates to-
 - (a) The jurisdiction of the Court, or
 - (b) A bar to the suit created by any law for the time being in force,

And for that purpose may, if it thinks fit, postpone the settlement of the other issues until after that issue has been determined, and may deal with the suit in accordance with the decision on that issue.

Materials from which issues may be framed

The Court may frame the issues from all or any of the following materials: -

- (a) Allegations made on oath by the parties, or by any persons present on their behalf, or made by the pleaders of such parties;
- (b) Allegations made in the pleadings or in answers to interrogatories delivered in the suit;
- (c) The contents of documents produced by either party.

Postponement of Framing of Issues

Where the Court is of opinion that the issues cannot be correctly framed without the examination of some person not before the Court or without the inspection of some document not produced in the suit, it may adjourn the framing of the issues to a future day, and may (subject to any law for the time being in force) compel the attendance of any person or the production of any document by the person in whose possession or power it is by summons or other process.

Amendment of Issues Framed

Power to amend and strike out issues is as follows:

(1) The Court may at any time before passing a decree amend the issues or frame additional issues on such terms as it thinks fit, and all such amendments or additional issues as may be necessary for determining the matters in controversy between the parties shall be so made or framed.

(2) The Court may also, at any time before passing a decree, strike out any issues that appear to it to be wrongly framed or introduced.

Questions of fact or law may by agreement be stated in form of issues

Where the parties to a suit are agreed as to the question of fact or of law to be decided between them, they may state the same in the form of an issue, and enter into an agreement in writing that, upon the finding of the Court in the affirmative or the negative of such issue-

(a) A sum of money specified in the agreement or to be ascertained by the Court or in such manner as the Court may direct, shall be paid by one of the parties to the other of them, or that are of them be declared entitled to some right or subject some liability specified in the agreement:

(b) Some property specified in the agreement and in dispute in the suit shall be delivered by one of the parties to the other of them, or as that other may direct; or

(c) One or more of the parties shall do or abstain from doing some particular act specified in the agreement and relating to the matter in dispute.

Court, if satisfied that agreement was executed in good faith, may pronounce judgment, where the Court is satisfied, after making such inquiry, as it deems proper-

(a) The agreement was duly executed by the parties,

(b) They have a substantial interest in the decision of such question as aforesaid, and

(c) The same is fit to be tried and decided,

It shall proceed to record and try the issue and state its finding or decision thereon in the same manner as if the Court had framed the issue and shall, upon the finding or decision on such issue, pronounce judgment according to the terms of the agreement; and, upon the judgment so pronounced a decree shall follow

ORDER	PARTICULAR
Order XIV	Settlement of issues and determination of suit on issues of law or on issues agreed upon