

Punctuations in legal writing

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Date of creation : 25.06.2012.

Place of creation : Bhopal (Madhya Pradesh), India.

Purpose : Sharing knowledge to facilitate the young law students, lawyers in drafting in legal English.

Price : Free of Cost available to all.

Punctuation in legal writing

Punctuation plays a very important role in legal writing. It can change the entire meaning of drafting. Courts do not only interpret the meaning of written words but they examine the whole of a content and interpret the document in its entirety. Understanding of punctuation is important for careful use in the drafting in legal English.

1) Writing one line paragraph

One line paragraph can be used in following situation

- To point out a very special point.
- To give over stress on a point or action.
- To reduce the time to read.
- To give reader ample opportunity to understand what you want to say in a nutshell.

Use

2) Use of Capital letters :

Capital letters should be used in the following situations:

- At the beginning of a sentence (eg, 'Dear Sir, For the company).
- When writing proper names (eg, India, Mr. Ram Kishan).
- When writing names which derive from proper names (eg, Hinduism, Christianity,
- For certain abbreviations (eg, HUDCO, MPEB).
- For a defined term in a legal document where the definition uses a capital letter (eg, '(hereinafter referred to as "the Second Party ")

Sub Heading :- The first letter should be in capital at the beginning of the first word (and for defined terms).

Table & List

-Use a capital letter if a separate sentence is being started (lists often occur within a sentence, in which case the only capital should be at the start of the sentence.

- When writing headings or titles, capitalize the first letter of every important word to Capitalism the first letter of the first and last word in the heading. Put articles, prepositions and
- Regarding Conjunctions : Conjunctions like (*and, or*) should be used in lower case.

3) Question Mark (?) and Exclamation Mark (!):

Question mark is to denote the sentence where a person wish to have a direct answer like "What have you seen at sight ?". It is a direct question but question mark is not required after an indirect question like " The witness explained what has he seen at sight".

Exclamation Mark (!)

It is used after an exclamatory expression by word, phrases. It is used after quoted sentence within a square bracket like "The accident took place and spectator shout" "See...what is happening"(!)

4) Single Quote and Double Quote ‘.’ “...”.

Single quote should be used for the first quotation whereas double quotation marks should be used for second quotation.

The Lawyer argued 'My lord, witness has said very clearly that " Mr. Josheph entered in to house after the lights got off"

Rule : If you need to use third quote then it should be single quote only .

5) Apostrophe ('):

Purpose : To distinguish a sentence within a sentence

Apostrophe has two uses in legal English :

- 1) To shorten a word or combine two words.
- 2) To show that some thing belong to something else. The apostrophe would be used between word and then use 's to show the belongingness.
- 3) When one or more person owns something then use apostrophe after 's'
Use : I'll examine this file tomorrow (- it is shortened to I will to I'll)
It is court's discretion to decide. (It is discretion of court to decide)
Clients' payments are getting late.
- 4) It has can be written as It's but when one intend to say only its then apostrophe ' should be omitted upfront.
Use 1) It has a very wide implication in the case.
2) Court can use its inherent powers.

6) Hyphens (-):

Hyphens are used for to join two words (prefix – word) and phrasal words.

Non-testamentary, Pre-trial,

7) Dash (- and-) : The use of dash in a sentence is to clarify the meaning within a sentence.

We think to examine this – in fact will do it- for justice.

8) Use of Parentheses s () : In legal writing especially in drafting of contract brackets () are used for give a comment, explain , definition, terminology, reference letters, Numbering, give abbreviation or notes.

Use : (2) (a) Company is providing and maintaining Cellular Mobile Telephone Services (CMTS) in the state of Madhya Pradesh & Chhattisgarh Telecom Service Area ("Service Area");

9) Colon : Colon is a link clause between a sentence which follows the earlier sentence. It is used to show a list, to introduce steps or new rules, to precede an explanation.

Scope of Work / Service :

The Service Provider agrees to provide to company the Services as per ***Part-A of Annexure-I*** annexed to this agreement.

Rule : Colon should not be followed by a (-) dash as it is meaning less to use dash after a colon.

10) Comma (,) :

Comma is used for a short pause within a sentence. In legal English comma can alter the meaning so as the fate of a case. Comma should be used with highest care and alertness. It impact the complete meaning of sentence. It is useful to avoid an ambiguity.

Use of comma :

10.1) To coordinate a separate sentences:

It has full power, capacity and authority to execute, deliver and perform this Agreement.

Any modification, amendment, or addition to the terms of this Agreement shall be mutually agreed in writing

10.2) To mark the beginning and end of a sub clause :

The disputes, differences or claims, failing which the same shall be referred and resolved through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996

After the introductory clause :

On the expiry of the term hereof, the Parties hereto may renew this Agreement on mutually agreed terms and conditions in writing

Pls check the sentence : The cost of ‘ material repairing and replacement’ shall be borne by second party. Now you put a comma in a different way like – The cost of ‘material, repairing and replacement’ shall be borne by the second party- shall change the entire meaning.

11) **Full Stop (.) :**

Full stop shows the end of a sentence. It should not be used after question mark or exclamation mark. The closing of a quotation can include ‘full stop’ , if it is a long sentence otherwise can be put outside the quotation.

Use at the end of sentence :

The Service Provider shall immediately advise and inform DWL of any sale, assignment, lease, transfer or change in its ownership and/or constitution of the firm/company. Any/all

new/replacement Party shall execute fresh agreement/s on the same or similar terms and conditions as contained herein.

Rule : The three full stop (...) shows an omission of text.