
(1972) 08 BOM CK 0011

In the Bombay High Court

Case No : A.F.A.D. No's. 292, 357 and 359 of 1963

Mahadeo Maroti and Another

APPELLANT

Vs

Ganpati Sousthan and Others

RESPONDENT

Date of Decision : 09-08-1972

Acts Referred:

Bombay Tenancy and Agricultural Lands (Vidarbha Region) Act, 1958 — Section 11, 132(2)

Citation : AIR 1973 Bom 119 : (1973) ILR (Bom) 803

Hon'ble Judges : Dharma-Dhikari, J; Chandurkar, J

Bench : Division Bench

Advocate : K.H. Deshpande and R.G. Deshpande, for the Appellant; V.R. Manohar and C.G. Madkholkar, for the Respondent

Judgement

Chandurkar, J.—The question which has been referred to the Division Bench is as follows :

"Whether in the case of a lease for the year 1958-59, a landlord is entitled to recover rent from the tenant according to the agreement of lease, or whether the liability of the tenant is determined by the provisions of Section 11 of the Tenancy Act notwithstanding the agreement between the parties?"

This question arises in these three second appeals in the following way:

In Civil Suit No. 185 of 1961 the plaintiff claimed that the appellants-tenants had executed a lease-deed on 7th March 1958 agreeing to cultivate the field owned by the plaintiff during the year 1958-59 and Rs. 1,000/- were agreed to be paid as lease money on 1st December 1958. A sum of Rs. 141 was paid by the defendants and a suit for the balance along with interest was, therefore, filed. The main defence with which we are concerned is that since the tenants were lessees for the year 1958-59 the plaintiff could not claim more than 4 times the assessment as lease money in view of the provisions of Section 11 of the Bombay Tenancy and Agricultural Lands (Vidarbha Region) Act 1958, hereinafter

referred to as the Act, which has come into force on 30th December 1958. This contention was negated by the trial Court which held that since the lease money was agreed to be paid on 1st December 1958 the provisions of Section 11 of the Act were not attracted and the plaintiff's claim was decreed on the footing that he was entitled to lease money as agreed. The defendant's appeals, Civil Appeal No. 248 of 1962, was dismissed by the District Judge, Amravati and therefore they filed Second Appeal No. 292 of 1963 in which the only question was whether the lease money was to be paid in accordance with the terms of the agreement of lease or in accordance with the provisions of Section 11 of the Act.

2. The appellants in the other two appeals are also tenants and the respective landlords had filed suits claiming lease money on the basis of the original agreement of lease. However, in both these cases the lease money was agreed to be paid on 1-1-1959, that is, after the Tenancy Act had already come in force. In the two suits filed by the plaintiff also the defence of the defendant-appellants was that they were liable to pay only the maximum amount prescribed u/s 11 of the Tenancy Act and not the amount as agreed by the agreement of lease. The trial Court in both the cases held that the tenants were liable to pay according to the terms of the agreement of lease and the suits were accordingly decreed. Their appeals were dismissed by the District Judge, Amravati, and they have, therefore, filed the two appeals Nos. 357 and 359 of 1963 challenging the decisions of the trial Court and the lower Appellate Court. It may be stated that the appellants in Second Appeal No. 357 of 1963 are the same persons as the appellants in Second Appeal No. 292 of 1963.

3. When these three appeals came before one of us (Chandurkar J.) two decisions of Abhyankar. J. and one decision of Paranjpe, P. were cited in *Dattatraya v. Gulabchand* 1964 Mah LJ 11 and *Shri Radha Raman Sansthan v. Parashram*, 1964 Mah LJ 8. Abhyankar. J. had taken the view that a lessee for 1958-59 was entitled to the benefit of Section 11 of the Tenancy Act. A contrary view was, however, taken by Paranjpe. J. in *Shri Sadawarth Sansthan v. Deorao*, 1963 Mah LJ 860 and in view of this direct conflict between the two decisions of this Court, the question reproduced above was referred to a Division Bench.

4. Shri R. G. Deshpande learned Advocate appearing on behalf of the appellants contends that Section 11 of the Tenant Act is a provision which expressly restricts the right of the landlord to recover on account of rent anything more than what is prescribed in that section. It is contended that when a tenant is called upon to pay rent to the landlord in respect of lease for the year 1958-59, the rights and obligations of the landlord and the tenant respectively must be determined with reference to the provisions of Section 11 and that in spite of the agreement between the parties the tenant was not entitled to recover anything more than four times the land revenue in the instant case. He has relied on the view taken by Abhyankar, J. in the decisions cited above.

5. It is, however, contended on behalf of the landlord respondent in all the three appeals by Mr. Madkholkar Advocate that the right to receive rent in accordance

with the terms of the agreement is expressly saved by the provisions of Section 132 (2) (1) of the Act and that Section 11 cannot be said to be an express provision made in the Act so as to affect the right which has vested in the landlord by virtue of the agreement to recover the amount which the tenants had agreed to pay in terms of the agreement of lease.

6. Before we refer to the two conflicting views it is necessary to reproduce the provisions of Sections 11 and 132 on the construction of which arguments were advanced at the Bar. Section 11 provides as follows :

"11. Notwithstanding any agreement, or usage or any decree or order of a Court or any law, the maximum rent payable by a tenant shall not exceed -

(a) three times the land revenue on the land in respect of which announcement of the Settlement has been made at any time within thirty-five years immediately preceding the commencement of this Act or is made at any time after such commencement ;

(b) Four times the land revenue on the land in any other case."

Section 132 of the Tenancy Act is as follows :

"132.(1) The provisions of the enactment's specified in Schedule 1 are hereby repealed to the extent specified in column 4 of the said Schedule.

(2) Nothing in sub-section (1) shall save as expressly provided in this Act, affect or be deemed to affect -

(i) any right, title, interest, obligation or liability already acquired, accrued or incurred before the commencement of this Act, or

(ii) any legal proceedings or remedy in respect of any right, title, interest, obligation or liability or anything done or suffered before the commencement of this Act, and any such proceedings shall be instituted, continued and disposed of, as if this Act had not been passed.

(3) Notwithstanding anything contained in sub-section 92) -

(a) all proceedings for the termination of the tenancy and ejectment of a tenant or for the recovery or restoration of the possession of the land under the provisions of the enactment's so repealed, pending on the date of the commencement of this Act before a Revenue Officer or in appeal or revision before any appellate or revising authority shall be deemed to have been instituted and pending before the corresponding authority under this Act and shall be disposed of in accordance with the provisions of this Act, and

(b) in the case of any proceeding under any of the provisions of the enactment's so repealed pending before a Civil Court on such date, the provisions of Section 125 of this Act shall apply."

These provisions were construed by Abhyankar. J. and in 1964 MahLJ 11 it was

held that the provisions of Section 11 will apply in the case of a liability for payment of the rent for 1958-59 and the tenant could not be called upon to pay anything in excess of 4 times the land revenue. He held that Section 11 was an express provision within the meaning of Section 132(2). He reiterated this view in 1964 MahLJ 8 where the question was whether in a case where lease money was payable on 1-12-1958, that is, prior to the coming into force of the Tenancy Act, the defendant was liable to pay the amount agreed, and he held that the defendant who was a lessee of the public trust had acquired a status of a tenant as he was on the land when the Tenancy Act came into force not only from the date of coming into force of the Act from the year 1958-59 and he was, therefore, entitled to the benefit of Section 11 and was not liable to pay lease money in excess of what was allowed by that section. He followed his view later in Chandrabhan v. Nanaklall, (Special Civil Appln. No. 845 of 1966, decided on 16-9-1968) (Bom).

7. In 1963 MahLJ 860 Paranjpe. J. took the view that S. 11 of the Tenancy Act was not retrospective and that the landlord would be entitled to lease money according to the terms of the agreement because of the provisions of Section 132(2) of the Act. The learned Judge rejected the argument that the provisions of Section 11 would not come within the ambit of the expression "save as expressly provided in this Act" in Section 132(2). In that case no evidence was led to show as to when the lease money was to be paid and since the lease deeds were admitted and exhibited Paranjpe, J. proceeded to decide the case on the footing that the lease money was to be paid on 1-12-1958 as stated in the lease-deeds and the view taken was that since the lease money was payable on 1-12-1958 the plaintiff had got a right to file a suit within the meaning of Section 132(2) and that had accrued about a month before the new Act came into force and therefore, that right for the year 1958-59 was saved by Section 132(2). However, in Hemraj v. Barkya, 1964 Mah LJ 19 Paranjpe. J. also seems to have taken the same view as Abhyankar, J. In that case a protected lessee who came on the land for the first time in 1951-52 continued to remain on the land for the year 1958-59. Under the original agreement the lease money was to be paid on 1st December 1951 and the landlord made claim against the tenant on the ground that the agreed lease money should also be paid for the year 1958-59 because it had become payable on 1st December 1958 before the Tenancy Act had come into force. Paranjpe. J. held that though Section 3 of the Berar Regulation of Agricultural Leases Act, 1951 ensured the continuances of the relationship of a landlord and a tenant, it did not mean that all other conditions of lease were to continue and so the landlord could not claim that the date of the payment of lease money under the original lease was also continued and that since the conditions of the lease had to be determined in accordance with law in force, the amount of lease money for 1958-59 would be payable according to Section 11 of the Tenancy Act. He distinguished his earlier decision in the case of Shri Sadawarth Sansthan.

8. We have heard the counsel for the parties at considerable length and in our

view the answer to the question referred turns on the construction of the provisions of Section 132 and Section 11 of the Tenancy Act. It cannot be seriously disputed that clause (I) of sub-section (2) of Section of 132 saves rights which had accrued to a person before the Tenancy Act came into force. It may be stated that the right which the landlords in these three cases in question are seeking to enforce was not founded on any of the Act which was repealed by Section 132(1) of the Tenancy Act. The right to receive the lease money which is being enforced in the three suits out of which these appeals arise is founded on agreements entered into between the landlords and the Tenants. Unless some express provision in the Tenancy Act is pointed out which would take away this right which was otherwise saved by the provisions of sub-section (2) of Section 132, it will not be possible to contend on behalf of the tenants that the landlord is not entitled to demand rent as agreed. It is at this stage that on behalf of the tenants reliance is placed on Section 11 of the Tenancy Act.

9. Section 11 of the Tenancy Act, which we have reproduced above, provides that notwithstanding any agreement, or usage or any decree or order of a court or any law, the maximum rent payable by a tenant shall not exceed four times the land revenue on the land in any other case, or three times the land revenue on the land in respect of which announcement of the Settlement has been made at any time within thirty five years immediately preceding the commencement of the Tenancy Act or is made at any time after such commencement. Now, what is contended on behalf of the tenants is that Section 11 operates notwithstanding any agreement, and therefore, though a right to recover lease money in accordance with the agreement might have been saved by the provisions of Section 132(2)(I). In view of the express provision of Section 11 that right is now subject to the provisions of Section 11 itself and the amount which the landlord can claim to be entitled to recover from the tenants must be determined not with reference to the agreement of lease, but with reference to the provisions of Section 11. It is, however, contended on behalf of the landlords-respondents that Section 11 is not a provision which is covered by the words "save as expressly provided in this Act", and therefore, a right which has already accrued in terms of the agreement cannot be affected by the provisions of Section 11. An argument is also advanced that at least in a case in which an agreement was to pay to 1-12-1958, that is, before the Tenancy Act came into force, the provisions of Section 11 are not attracted because the right had already accrued before the Tenancy Act had already come into force.

10. Now, it appears to us that the date on or before which lease money was agreed to be paid under the agreement of lease is wholly irrelevant for the purpose of determining whether in a given case where lease money is claimed in respect of the years 1958-59 the provisions of Section 11 are attracted or not. In one case before us the agreement was to pay before 1-12-1958 and in the other two cases the agreement was to pay on 1-1-1959. These dates have no relevance for deciding the question as to when the right to recover lease money had vested in the landlords. The right to recover lease money from the tenants

had vested by virtue of the agreement of lease which in all these 3 cases were long before the Tenancy Act came into force. It may be that by agreement the lease money was agreed to be paid at a future date, but that is not the same thing as saying that the right to receive the lease money would vest only on the date on which the lease money was agreed to be paid. The provision of a date for making payment of agreed lease money only shows that time when the obligation which the tenant was to discharge had to be performed, but the right to receive lease money had vested in the landlord on the date when lease was taken by the tenants. Nothing prevented the tenant from paying the lease money before the agreed date though the landlord was not agreed date. The date fixed under the agreement had relevance only to the time of enforcing the right to recover lease money, which had already vested in the landlord under the agreement of lease. Thus whether the agreed lease money was to be paid by the tenant before or after the coming into force the Tenancy Act. It is clear that the right to receive the lease money had vested in the landlords in all these cases before the Tenancy Act had come into force and in the case of a lease for 1958-59 the date fixed for payment of lease money had no effect on the construction of Section 11 of the Act.

11. Clause (I) of Section 132 (2) does not save only those rights which were based on the provisions of the enactment's which were repealed by Section 132 (1). Clause (I) of Section 132(2) which refers to "any right, title, interest, obligation or liability already acquired, accrued or incurred before the commencement of this Act" uses words of the wide amplitude and in our view even the right which had vested in the landlord by virtue of the lease-deed to recover lease money is covered by the provisions of Section 132(2). The question, however, is whether this right is effected or curtailed by the provisions of Section 11 and whether Section 11 can be said to be an express provision as contemplated by Section 132 (2) of the Tenancy Act. If it is an express provision it has not been seriously disputed before us that the right which was saved by Section 132(2) would be affected by the provisions of Section 11. The provisions of Section 11, in our view, directly impinge on the right of the landlord to claim lease money. the subject-matter of Section 11 is the right of the landlord to receive lease money and that right is restricted by setting down the maximum rent which is payable by the tenant. In view of Section 11 of the Tenancy Act notwithstanding any agreement, or usage or any decree or order of a court or any law the rent payable by a tenant cannot exceed the maximum prescribed therein. In other words, the object of Section 11 is that even though there may be an agreement between the landlord and tenant requiring the tenant to pay a certain amount of lease money which was more than the maximum prescribed by Section 11 that agreement was not to be given effect to and the rent which is payable by the tenant was not to exceed the maximum prescribed by S. 11. The provisions of the Tenancy Act came into force, as already stated, on 30th December 1958, that is, during the agricultural year 1958-59. Section 2(32) of the Tenancy Act defines a tenant as a person who holds land on lease and the

term also includes a person who is deemed to be a tenant u/s 6, 7 or 8 and a person who is protected lessee. A person who is on land in the year 1958-59 as a tenant would be a tenant as contemplated by Section 2(32) of the Tenancy Act, that is to say, a person who has been cultivating land on lease on 30-12-1958, which is the date on which the Tenancy Act has come into force, squarely falls within the definition of "tenant" in Section 2(32) and he will, therefore, be a tenant within the meaning of the term as defined in that section. Wherever the word "tenant" is used in the Tenancy Act, in view of the definition in Section 2(32), unless the context otherwise requires, the reference will have to be taken as to a person who is defined as a tenant under the Act. Thus when Section 11 refers to a tenant the term must include a person who cultivates land on lease in year 1958-59 also. Consequently, a person who is a tenant in the year 1958-59 will in terms of Section 11 be entitled to the benefit of that section and rent which is payable by such a tenant in the year 1958-59 is not permitted to exceed the maximum prescribed in Section 11, even though there is an agreement to the contrary which determines the amount of rent. Thus if the definition of "tenant" is read along with the provisions of Section 11 it appears clear to us that in view of the provisions of Section 11 notwithstanding any agreement the landlord will not be entitled to recover anything more than the maximum prescribed under that section. Section 11 therefore, in our view, is clearly a special provision which by its very force restricts the rights which may have vested in a landlord by virtue of an agreement, or usage or any decree or order of a court of any law between him and the tenant.

12. The Privy Council had occasion to consider the meaning of the words "express provision" in *Shanmugam v. Commr. for the Registration of Indian and Pakistani Residents*. (1962 2 All ER 609. These words appear in Section 3 of the Interpretation Ordinance (Vol. 1 Chapter 2 of the Legislative Enactment's of Ceylon, 1938 Revision) which was as follows :

"Whenever any written law repeals either in whole or part a former written law, such repeal shall not, in the absence of any express provision to that effect, affect or be deemed to have affected (c) any action proceeding, or other pending or incomplete when the repealing written law comes into operation, but every such action, proceeding, or thing may be carried on and completed as if there had been no such repeal."

That was a case in which the appellant before the Privy Counsel had applied under the Indian and Pakistani Residents (Citizenship) Act (Ceylon) (No. 3 of 1949) for registration as a citizen of Ceylon. As the Act stood on the date on which the application was made in July 1951 the appellant was required to prove that on the date of the application he was "permanently settled" in Ceylon in order to qualify under the definition of "Indian or Pakistani Resident" in Section 22 and that his wife was ordinarily resident there in order to comply with Section 6(2)(ii). The Act of 1949, however, came to be amended with effect from 28th November 1952, that is, during the pendency of the application by the appellant.

Section 6(2) (ii) was amended and according to the amendment, an applicant for citizenship under the Act of 1949 had to show that his wife was uninterruptedly resident in Ceylon from a date not later than the first anniversary of the date of her marriage until the date of the application and there was further amendment in Section 6(2)(ii) which provided that for the purpose of Section 6(2)(ii), "the continuity of residence of the wife shall not be deemed to have been interrupted by reason that she was not resident in Ceylon during the period December, 1. 1941 to December 31, 1945 or during any part of that period, if the commissioner is satisfied that she did not reside in Ceylon during that period or part thereof owing to apprehension of enemy action in or against Ceylon or owing to Special difficulties caused by the existence of a state of war" . Now, the appellant in that case was married in India on 16th March 1944 but his wife did not arrive in Ceylon until October 1945, that is , later than her first anniversary of the date of her marriage and it was alleged that she had not so arrived due to fear of enemy action in Ceylon. The question was whether the Act of 1952 affected the appellant's application. The Amending Act of 1952 was expressly made retrospective by Section 5 (1) of the Act which provided the amendments affected by the preceding sections of this Act shall be deemed to have come Section 1 of the Principal Act; and accordingly, but subject to the provisions of sub-section (3) of this section, the Principal Act shall be deemed on and after that date to have had effect, and shall have effect, in like manner as though it had on that date been amended in the manner provided by this Act. "The construction of Section 6(3) of the Interpretation Ordinance of Ceylon became necessary in view of the contention that the provision regarding the residence of the wife was inapplicable in that case. The argument was that the Act did not contain any "express provision" as required by the Interpretation Ordinance to make it applicable to the appellant's application as no reference had been made to pending proceedings. Negating that contention, the Privy Council observed as follows:

"Their Lordships are of the view that it is correct to state that express provision is provision the applicability of which does not arise by inference. The applicability, however, of the provision under discussion to the present case does not arise by inference; it arises directly from the language used. The fact that the language used is wide and comprehensive and covers many points other than the one immediately under discussion does not make it possible to say that its application can arise by inference only. To be "express provision" with regard to something it is not necessary that that thing should be specially mentioned; it is sufficient that it is directly covered by the language however broad the language may be which covers it so long as the applicability arises directly from the language used and not by inference therefor."

These observations, in our view, apply with full force to the case before us. The words "save as expressly provided in this Act" in Section 132(2) of the Tenancy Act mean that there should be a provision the language of which must directly affect the rights which are otherwise saved by the provisions of Section 132(2)

and that those rights could not be affected by inference or by implication, Section 11, in our view, is such a provision which was intended for the purpose of affecting certain rights which had vested in the landlord but which were not intended to be saved in their entirety as contemplated by Section 132 of the Act.

13. It may be pointed out that the right to receive the rent agreed between the parties is not affected in all cases. If agreed rent does not exceed the maximum u/s 11, the right to receive rent as agreed is saved by Section 12 of the Tenancy Act.

14. Our view that the date on which the rent for the year 1958-59 was agreed to be paid in accordance with the agreement is of no consequence is also supported by Section 19 of the Act. Section 19(1) which gives a right to the landlord to terminate the tenancy in case of failure to pay rent shows that such right cannot be exercised unless the tenant has failed to pay rent in any year before the 31st March of that year. This provision would also be applicable in a case of lease for the year 1958-59, and therefore, even in a case of a lease for the year 1958-59 a tenant could well have paid rent before 31st March of the year 1959, notwithstanding any agreement as is expressly provided even in Section 19(1) of the Tenancy Act.

15. The decision of the case in *Shri sadawarth Sansthan*, 1963 Mah LJ 860 was largely influenced by the view that Section 11 is not an express provision as contemplated by Section 132(2) and the learned Judge went on to observe that if all the general provisions in Sections 1 to 130 in the Act were to be treated as express provisions for the purpose of the opening clause of Section 132 (2) the remaining portion of Section 132 (2) would become otiose and entirely inapplicable. With respect we are unable to agree with these observations of the learned Judge. By the use of the word "save as expressly provided in this Act" in Section 132 (2) the legislature clearly intended that the express provision which would affect the rights which would otherwise have been saved must be found in the Act itself. Such provisions were not intended to be found outside the Act and it would not be correct to say that the provisions with regard to Sections 1 to 130 would all be express provisions with reference to the rights saved by Section 132 (2) of the Act. The express provisions referred to in sub-section (2) of Section 132 were only those provisions which directly curtailed the effect of the saving provision in S. 132 (2). It is not that all the provisions preceding Section 132 of the Tenancy Act related to rights, title interest, obligation or liability which are already acquired, accrued or incurred before the commencement of the Act. But it is also clear that some of the provisions like Section 11 as in the instant case did affect the rights which would otherwise have been saved by Section 132 (2) of the Act.

16. In the view which we have taken, we must hold that *Shri Sadawarth Sansthan*'s case has not been correctly decided. As already pointed out by us, the same learned Judge took a different view in 1964 Mah LJ 19 though the learned Judge ought to distinguish his own earlier decision in the case of *Shri*

Sadawarth Sansthan on the ground that the decision turned on the fact that the lease money was specifically agreed to be paid in December 1958. We have pointed out above that for the purpose of deciding the question whether the right to receive rent is affected by the provisions of Section 11, the date on which the lease money became payable is not material. The words "the maximum rent payable by a tenant" in Section 11 cannot be construed with reference to the date on which an amount was agreed to be paid, but the word "payable" was used in the sense of indicating a legal obligation on the part of the tenant to pay rent and had no reference to the time when it was agreed to be paid, because, as already pointed out, the liability to pay may become enforceable after the date on which it was agreed to be paid but it was incurred not on the date of payment as agreed, but on the date on which the agreement of lease took place.

17. We might also usefully make reference to the fact that prior to the enactment of the Tenancy Act in the four districts of Berar there was already in existence a law governing the relations between a landlord and a tenant. That was the Berar Regulation of Agricultural Leases Act, 1951. A provision analogous to the provisions of Section 11 was already on the Statute book and that Provision was judicially construed. Section 9-B of the Leases Act provided as follows :

"9-B. Notwithstanding any agreement, usage, decree, order of a court or any law, the maximum lease-money payable by a protected lessee for the leases of any land shall not exceed -

(a) five time the land revenue on the land in respect if which announcement of the settlement has been made at any time within the thirty years immediately preceding the commencement of the Berar Regulation of Agricultural Leases (Amendment) Act, 1953, or is made at any time after such commencement; and

(b) ten times the fair assessment, in other cases."

18. This Court had occasion to consider this provision in Surendra v. Ramrao, 1957 Nag LJ 424. The question in that case was whether the provisions of Section 9-B of the Leases Act affected lease money which had already fallen due prior to 28-12-1953 on which date S. 9-B was inserted in the Act by amendment. Construing the provisions of Section 9-B the Division Bench observed :

"Now, the words "notwithstanding any agreement usage, decree or order of a Court make it clear beyond doubt that even where the liability had merged into a decree or an order of a Court it was liable to be reduced to the extent set out in Section 9-B. This provision contemplates cases where a decree or an order has come into existence before the amending Act itself was passed. It also envisages cases where the liability has come into existence prior to the coming into force of the amendment. The law is retrospective to this extent and must be given effect to as such."

This authority, therefore, clearly laid down that even in respect of a liability to pay rent which had either accrued before the date of amendment, that is,

28-12-1953, or which had even merged into a decree or an order of a Court, the provisions of Section 9-B operated. The legislature must be deemed to have known this construction placed on Section 9-B and in view of this construction when a similar section is being reenacted in the new Tenancy Act without any substantial modification so far as the part which materially affected the rights of the landlord is concerned, we must hold that the legislature intended to bring about the same result as was intended by Section 9-B as construed by the Division Bench decision of this Court.

19. Having thus considered the matter at some length, we have come to the conclusion that in the case of a lease for the year 1958-59 the liability of the tenant to pay rent is determined by the provisions of Section 11 of the Tenancy Act notwithstanding any agreement between the parties. The reference is answered accordingly.

20. These appeals may now be placed before the appropriate Bench for further orders.

21. Reference answered accordingly.