
(2023) 03 DEL CK 0072

In the Delhi High Court

Case No : Civil Suit (OS) No. 3137 Of 2011, 2038 Of 2012, I.As. No. 5320, 8554, 8555 Of 2016

Sunder Lal Jain

APPELLANT

Vs

Prem Chand Jain

RESPONDENT

Date of Decision : 13-03-2023

Acts Referred:

Code Of Civil Procedure, 1908 — Order 2 Rule 2, Order 1 Rule 3, Order 2 Rule 3, Order 7 Rule 10
Urban Land (Ceiling and Regulation) Act, 1976 — Section 26
Court Fees Act, 1870 — Section 7, 7(iv)(b)
Suit Valuation Act, 1877 — Section 8
Hindu Succession Act, 1956 — Section 8

Citation : (2023) 03 DEL CK 0072

Hon'ble Judges : Neena Bansal Krishna, J

Bench : Single Bench

Advocate : Nikilesh Ramachandran, Shubham Seth, Mrinal Chaudhary

Judgement

Neena Bansal Krishna, J

CS(OS) 3137/2011 & CS(OS) 2038/2011

1. The two suits shall be decided together as they pertain to the same property, and the Civil Suit bearing number CS(OS) 3137/2011 shall be considered as the lead suit.

2. Civil Suit bearing number CS(OS) 3137/2011 has been filed by the plaintiff Sunder Lal Jain against his two brothers/ defendant nos.1 and 2 Prem Chand Jain and Late Sh. Harish Jain (through his legal heirs), for partition of their 1/3rd share in property bearing Plot No.11 situated at Sarai Julaina, Co-operative Housing Building Society Ltd. presently known as Sukhdev Vihar, New Delhi (hereinafter referred to as 'the suit property') .

3. Sh. Sunder Lal Jain has also filed Civil Suit bearing number CS(OS) 2038/2011 against all the legal heirs of their deceased father Late Shri Baru Mal Jain, for

partition of his 1/4th undivided share in the suit property.

4. Facts in brief are that Late Shri Baru Mal Jain was the owner of the suit property by virtue of perpetual sub lease dated 31.10.1974. Shri Baru Mal Jain executed a registered Gift Deed dated 06.07.1984 by virtue of which 3/4th of the undivided share was gifted to the plaintiff and defendant nos. 1 & 2 namely Prem Chand Jain and Sh. Harish Jain respectively, while Shri Baru Mal Jain remained the owner of 1/4th share in the suit property. The requisite permission was taken under Section 26 of Urban Land Ceiling and Regulation Act, 1976. The mutation was thereafter carried out in the record of Delhi Development Authority of their 3/4th share in favour of the three sons who became the owner along with their father Baru Mal Jain in equal share in the suit property. The building thereafter was constructed over the suit property from the joint funds of Shri Baru Mal Jain and the plaintiff and the defendants; however this fact has been contested by Defendant No.1 and no evidence to that effect has been presented before this court.

5. In light of the Gift Deed, the family settlement was arrived at between the parties, pursuant thereto Shri Sunder Lal Jain, was given possession of the rear portion of the first floor with roof rights. Defendant No.2 Harish Jain was given possession of front portion of the first floor with roof rights. Defendant No.1 Prem Chand Jain was given possession of the front portion of the ground floor while Sh. Baru Mal Jain retained the possession of open space in front portion and rear portion of the ground floor for his personal use and occupation.

6. Defendant No.2 Sh. Harish Chand Jain died on 30.04.1987 and is survived by his wife and two sons who are now impleaded as defendant Nos. 2(a), 2(b) and 2(c).

7. Plaintiff prior to these suits, filed a Civil suit CS (OS) No.926/2007 for possession and permanent injunction for the portion of Sh. Baru Mal Jain titled as Sunder Lal Jain vs. Prem Chand Jain & Ors wherein defendant No.1 filed his Written Statement acknowledging the possession and right of the plaintiff to the first floor with roof rights.

8. The plaintiff in the present suit has claimed that due to the joint nature of the suit property, he is unable to expand the property or put it to better use. The plaintiff has requested many a times to the defendants to partition the property in terms of the said Family Settlement. While Legal heirs of defendant No.2 are willing, defendant No.1 for the reasons best known, has not shown any inclination for the partition. Hence, the present suit has been filed by plaintiff for division of their respective 1/3rd share in the suit property by metes and bounds.

9. The plaintiff, Sh. Sunder Lal Jain, has explained that after the demise of his father Sh. Baru Mal Jain, his 1/4th share was first enjoyed by his wife Smt. Chameli Devi, and after her demise, their four sons and five daughters have inherited 1/9th share each in the 1/4th share of Late Shri Baru Mal Jain. Hence, the suit has been filed for partition by metes and bounds of the rear portion and

the front lawn of the ground floor of property in Plot No.11, Sukhdev Vihar, New Delhi, as shown in the Site Plan in yellow.

10. The defendant No.1/ Sh. Prem Chand Jain who is the only contesting defendant in both the suits, has taken a preliminary objection that the present suit is barred by res judicata in view of the proceedings in CS (OS) No.926/2007 and CS (OS) No.3137/2011. Moreover, the suit for partition is not maintainable by virtue of Order 2 Rule II CPC in the absence of any declaratory relief sought by the plaintiff in regard to the Family Settlement after the execution of Gift Deed dated 06.07.1984, but also that he has acquired his right from the alleged Family Settlement. It is further claimed that the present suit for partition is not maintainable merely on the basis of status of present possession of the parties dehors the Gift Deed dated 06.07.1984 which does not even mention that any ownership right over the roof was ever given to the plaintiff or any other person. In addition to this, ad valorem Court Fee on the consequential relief has not been paid by the plaintiff in respect of the declaration in regard to the Family Settlement. Moreover, no permission has been taken from the lessor in respect of change of ownership rights after the execution of Gift Deed dated 06.07.1984 despite the specific undertaking given by the parties to the lessor.

11. On merits, it is claimed that the construction over the plot was raised by Late Shri Baru Mal Jain from his separate income without there being any contribution from any party. The Family Settlement was admittedly effected by Late Shri Baru Mal Jain and he gifted 3/4th undivided share to plaintiff Sh. Sunder Lal Jain, defendant no.1 Sh. Prem Chand Jain and defendant No.2 Late Sh. Harish Jain declaring them to be the owners of the undivided property with 1/3th share each of the gifted property, while the remaining 1/4th share was retained by him. Late Shri Baru Mal Jain obtained the requisite permission under Section 26 of Urban Land Ceiling and Regulation Act, 1976 which was followed by a gift permission from DDA vide letter dated 19.05.1984 on the basis of the Family Settlement and subsequently, the registered Gift Deed dated 06.07.1984 was duly executed. Therefore, Sh. Sunder Lal Jain and the two defendants (and their father) became entitled to 1/4th undivided share in the undivided lease hold rights in the land. After the demise of Sh. Baru Mal Jain on 09.01.1991, his 1/4th share has devolved in equal share to his four sons and five daughters. The defendant has denied that there was any Family Settlement after 06.07.1984 or that it was agreed that plaintiff or Late Sh. Harish Jain would have exclusive right/possession to the use of roof. In fact, all the three brothers had joint and undivided possession even prior to the execution of the Gift Deed dated 06.07.1984 and hence, no ownership claim in respect of the roof can be made by the plaintiff. It is further asserted that even if the legal heirs of Late Sh. Harish Jain or plaintiff are using the roof, it does not confer any exclusive ownership upon them. The rights are equal of all the owners and the property is liable to be partitioned accordingly.

12. The plaintiff in the replication in the two suits has reaffirmed his assertions

as made in the respective plaints.

13. Issues on the pleadings were framed on 12.09.2018 as under :

Issues in CS(OS) 3137/2011

“(i) Whether the suit property as mentioned in schedule-1 is liable to be partitioned by metes and bounds in terms of the gift deed dated 06th July, 1984, between the parties in three equal shares? OPD

(ii) Whether the suit is not maintainable in view of the objections raised by the defendants? OPD

(iii) Relief.”

Issues in CS(OS) 2039/2012

“(i) Whether the rear side of the ground floor of property No.11, Sukhdev Vihar, New Delhi-110025 belonging to late Shri Baru Mal Jain, father of the parties herein be partitioned by metes and bounds?

(ii) Whether the suit is not maintainable in view of the objections raised by the defendants? OPD

(iii) Relief.”

14. The aforementioned Suits for Partition were consolidated vide Order dated 25.04.2016 and 12.09.2018, and the evidence recorded was directed to be read in both the cases.

15. PW1 Sh. Sunder Lal Jain, the plaintiff tendered his evidence by way of affidavit in Ex.PW1/A, and proved the relevant documents in Ex.PW1/4 to PW1/7. Gift Deed is Ex.P1/- PW1/2. The approvals from DDA are Ex.PW1/4 - 5.

16. The defendant No.1 gave a statement on 07.03.2019 that he did not intend to lead any evidence.

17. Submissions heard. The issue wise findings are as under:

Issue No 2:

(i) Whether the suit is not maintainable in view of the objections raised by the defendants? OPD

18. Various preliminary objections have been taken by the defendant No. 1/Prem Chand Jain in his respective Written Statement in the two Suits which are addressed as under:

a) Suit is barred by Res-judicata and under Order II Rule 2 of CPC:

19. The present Suits are barred by the law of res-judicate as the plaintiff/ Sunder Lal Jain had filed an earlier Suit bearing No. C.S. No. 926/2007 for Declaration, Partition and Permanent Injunction in respect of 1/4th share in the

property of which Shri Baru Mal Jain was the owner. The said Suit was dismissed by CCJ/ARC (East) vide Judgement dated 07.07.2011 on the ground that it had no pecuniary jurisdiction to entertain the Suit. Though the court recorded its findings on the right of the plaintiff to seek a partition, but the Suit was dismissed on the technical ground of lack of pecuniary jurisdiction with the observation that the Suit was required to be filed before the court of competent pecuniary jurisdiction. Essentially, this amounts to return of the Suit under Order VII Rule 10 of CPC, 1908. Civil Suit bearing No. CS(OS) 2038/2012 has been filed by the plaintiff in respect of the same suit property but there being no finding on the merit, it does not operate as a res-judicata and is not barred under Order II Rule 2 of CPC, 1908.

b) Suit not maintainable as no permission has been obtained from super-lessor:

20. An objection has been taken by defendant no.1 that the suit is liable to be dismissed for want of permission from the lessor for the change in ownership rights on the basis of possession of the parties.

21. It is the case of Defendant No. 1 that since the parties by virtue of the Gift Deed are bound by the terms of the lease, any permission for a change in the ownership of the roof right, open spaces, etc. requires the sanction of the Lessor.

22. In this regard, one may refer to the testimony of PW1 Sunder Lal Jain who has explained that Late Shri Baru Mal Jain was the absolute owner of the property in question which was allotted to him by the Cooperative House Building Limited vide Perpetual Sub-Lease dated 31.10.1974. He executed a Gift Deed dated 06.07.1984, Ex. PW1/3 vide which 3/4th undivided share in the suit property was gifted to the plaintiff and the two defendants, namely, Sunder Lal Jain, Prem Chand Jain and Harish Jain. The mutation of the suit property was duly sanctioned by the Delhi Development Authority (DDA) on behalf of the lessor in favour Late Shri Baru Mal Jain as well as the three sons in Ex PW1/4 and PW1/5 and the mutation was accordingly carried out in their names. Such a power is derived by the DDA from Clause 17 (X) (a) of the Perpetual Lease Deed. The plaintiff and the defendant Nos. 1 and 2 have become the joint owners of their 1/3rd share each in the gifted property. Once the permission had been granted by the DDA and the 3/4th property duly stood mutated in the names of plaintiff, Defendant No. 1 and Defendant No. 2, they became the joint owners of the property. The process of getting the property freehold from being leasehold is independent of determination of ownership and possessory rights of the parties and the objection in this regard, is without any merit.

23. This court in Inderjit Singh and Anr. v. Tarlochan Singh and Anr., 1991 (20) DRJ 281, while determining whether a partition of a leasehold property by virtue of settlement decree was permissible when no permission was sought from the Super Lessor to execute the same, expounded that permission was necessitated only when such a partition between joint owners was antithetical to the terms of the perpetual lease deed. It was held that when the perpetual lease deed only

restricts the modification in the layout of the plot, building or an alternation in the arrangement of the plots by exceeding the space allotted to them, there is no violation of the covenant by partitioning the property between the joint owners.

24. Clause 14 of the Perpetual Sub-lease dated 31.10.1974 Ex. PW1/PW 1/2 only mandates that the permission from the Municipal Authority before erecting any building or making any alteration to any building on the plot, may be taken. No such erection or alteration is effected by a court while passing a preliminary decree of partition nor is sought to by the plaintiff in the present suit. Thus, it is not a prerequisite to seek permission from the lessor for a partition as the covenants of the Perpetual Sub-lease do not require so and most importantly a partition by metes and bounds does not amount to a change in the ownership.

c) Suit is not maintainable as no declaratory relief is sought in respect of Family Settlement:

25. In the first instance, the objections may seem to have some merit, but what has been asserted in the Plaint is that after the Gift Deed was executed conferring 1/4th undivided share each in the suit property to the plaintiff and the two brothers, by virtue of the Family Settlement, the three sons were given possession of their respective portions in which they have been in occupation since then. It is quite evident from the pleadings that the pursuant to the Gift Deed, the parties agreed to be in possession of their respective portion in terms family settlement and accordingly, they continued to be in possession. There is no family settlement in the formal sense creating any rights between the parties, but it was only an arrangement between the parties to occupy their respective portions in the suit property, there being no partition by metes and bounds. There being no challenge or dispute to the Family Settlement, no declaratory relief was required to be sought. This objection is, therefore, without merit and is hereby rejected.

d) No Declaratory rights have been sought in regard to Roof Rights:

26. The Gift Deed Ex P1/ PW-1/2 merely conferred 1/3rd equal undivided share in the suit property to the plaintiff and defendant no. 1 & 2 and no ownership in regard to roof was conferred on any of the parties. It is claimed in the Plaint that as per the family settlement, the plaintiff/Sunder Lal Jain got the possession of the rear possession of the first floor, while the defendant No. 2/Harish Jain was given the front portion of the first floor with roof rights. The defendant No. 1/Prem Chand Jain was given the possession of the front portion of the ground floor of the suit property. As already noted above, it was only an inter se arrangement amongst the three brothers for being in possession of their respective portions. The entitlement/ownership in the property is conferred by the registered Gift Deed dated 06.07.1984, Ex. PW-1/3, wherein it is specifically mentioned as under:

"AND WHEREAS the donor out of natural love and affection, all the above three donees as already declared and made a gift of 3/4th share in the undivided

portion in the above-mentioned lease hold rights of the land situated at Sarai Jalaina, Cooperartive House Building Society Ltd.”

27. The clause in the Gift Deed clearly defines all the three sons get an equal 1/3rd share in the property in question. The plaintiff and the defendant No. 2 may have been in possession of the roof, but that was only a family arrangement/settlement interse the parties in regard to the use and occupation of the roof, but it did not ipso facto make them the owners of the roof as well. The Gift Deed clearly defines that all the three sons get an equal undivided 1/4th share in the property in question. The possession may be more or less, but it is the ownership which determines the rights of the parties. Merely because the plaintiff and the defendant No. 2 were enjoying the possessory rights to use the roof, it would not deprive defendant No. 1 of his legal entitlement to 1/4th share in the suit property. No declaratory relief per se is required to be made in specifically in respect of the roof of the property in question.

e) Payment of Deficient Court Fees:

28. Further objection is taken that ad valorem court fee has not been paid by the plaintiff while claiming a partition in respect of portion which is in the possession of defendant No. 1. The law in regard to the payment of court fee in the Suits for Partition is unambiguous and is well-defined. Section 7 of the Court Fees Act, 1870 deals with the computation of the fees payable in suits. Section 7 (iv) (b) provides that in any suit to enforce a right to a share in joint family property, court fee is payable on the amount at which the relief sought is valued in the plaint. Section 8 of the Suit Valuation Act, 1877 provides that in any of the suits other than paragraphs referred to in Section 7 of the Court Fees Act, 1870, the court fee is payable ad valorem on the value determined for the purpose of the jurisdiction.

29. The Full Bench in Asa Ram Vs. Jagan Nath and others, AIR 1934 Lahore 563, had consensus of judicial opinion that where the plaintiff is allegedly in joint possession, fixed court fee was leviable under Article 17 (vi) of Schedule II and Section 7 (iv) (b) does not apply to such suits, since the plaintiff was merely seeking to change the mode of his enjoyment of the joint property and the relief in such case was not capable of being valued in money.

30. The five Judge Bench in Sathappa Chettiar Vs. Ramanathan Chettiar, AIR 1958 SC 245 observed that where the claim for partition is made in respect of the share claimed in the Joint Family Property, the conversion of the plaintiff's undivided share in such Joint Family Property cannot be valued easily in terms of rupees with any precision or definiteness. The Legislature, therefore, has left the option on the plaintiff to value his claim for the purpose of payment of Court Fee. It clearly means that in the suit falling under Section 7 (iv) (b), the amount stated by the plaintiff as the value of his claim for partition should ordinarily be accepted by the Court in computing the court fees payable in respect of the relief. This judgement was followed in Commercial Aviation and Travel Company

vs. Vimla Pannalal, AIR 1988 SC 1636.

31. The two suits for partition have been consolidated whereby the entire property allotted to Shri Baru Mal Jain constitutes the suit property. Thus, even if the plaintiff is not having possession of the 1/4th share of late Shri Baru Mal Jain in the ground floor, it is indubitable that he is in possession of the rear portion of the first floor. The plaintiff is in possession of a part of the suit property, if not its entirety.

32. This court in Prakash Wati vs Dayawanti, (1990) 42 DLT 421, recapitulated the settled principle of law is that in the case of co-owners, the possession of one is in law the possession of all unless ouster or exclusion is proved. By relying on the judgement in Jagdish Pershad v. Joti Pershad, 1974 SCC OnLine Del 214, this court in Prakash Wati (Supra) re-iterated that, when the plaintiff asserts shared possession of the property for which partition is requested, the plaintiff is only required to pay a fixed court charge in accordance with Article 17(vi) Schedule II.

33. From the pleadings, it is evident that the ownership of the three sons in the property in question was joint and the possession of one co-owner is deemed to be that of all the other co-owners. This is more so when all three parties are in possession of their respective portions. The objection in regard to the payment of ad valorem court fee is without any merit and basis.

f) Non-joinder of the necessary parties to the partition suit:

34. An objection has been taken in CS (OS) No. 137/2011 about the non-joinder of five daughters and one son (Mitter Sen Jain) as a party to the partition Suit. Suit bearing No. CS(OS) is in respect of the 3/4th share in the suit property which Late Shri Baru Mal Jain gifted to Sunder Lal Jain, plaintiff, Prem Chand Jain and Harish Jain, the defendant Nos. 2 and 3. However, the plaintiff in due deference to his father did not join him as a party to the Suit, claiming the division of the suit property by metes and bounds between the three sons who were gifted 1/4th share each in the suit property.

35. Though in the pleadings in Suit No. CS(OS) 3137/2011 the plaintiff was claiming a determination of his 1/3rd undivided share in the 3/4th share gifted by Late Shri Baru Mal Jain to the plaintiff, defendant no 1 and defendant no 2, it is evident that the 3/4th share constituted a part of the entire suit property. Late Shri Baru Mal Jain or his legal heirs should have necessarily been impleaded as a party in the Suit No. CS (OS) 3137/2011. However, to claim share in the remaining 1/4th share of Late Shri Baru Mal Jain Suit No. CS (OS) 2038/2012 has been filed by Sunder Lal Jain not only against defendant No. 1/Prem Chand Jain and legal heirs of Harish Jain, but also against all the remaining legal heirs namely, Mitter Sen Jain, the third son and five daughters.

36. When the property is one, there cannot be two separate Suits for claiming partition in respect of different portions, but in fact, one Suit should have been filed claiming their respective shares by impleading all the necessary parties,

including the legal heirs of Late Shri Baru Mal Jain. This view is fortified by the Apex Court in the case of B.R. Patil vs Tulsa Y. Sawkar and ors., 2022 SCC OnLine SC 240 wherein it was held that a partition suit must embrace the entire property and a partial partition of a property held by co-sharers or co-parceners cannot be sought unless the excluded portion of the property is unavailable for partition.

37. However, the Apex Court in the case of Iswar Bhai C. Patel alias Bachu Bhai Patel vs Harihar Behera and anr, (1999) 3 SCC 457, read Order I Rule 3 and Order 2 Rule 3 of the Code of Civil Procedure, 1908 harmoniously to indicate that the joinder of parties impliedly paved way to joinder of causes of action.

38. The present suits having being consolidated, it has effectively led to joinder of additional defendants in the lead suit, i.e. CS (OS) 3137/2011, as a consequence of which there is a joinder of causes of action. Thus the partition of the suit property is being considered as a whole amongst all the legal heirs and not in a piecemeal manner. Even otherwise, at this stage, when the Suits are pending for partition since 2011 and 2012 and in fact, filed prior to this in the year 2007, such hyper technicalities cannot be permitted to stand in the way of the court, especially when the two Suits stand consolidated.

39. It is, therefore, held that two Suits together cover the entire suit property in respect of which all the co-owners/legal heirs are before the Court, for determination of the respective shares. The Suits are, therefore, held to be maintainable.

40. All the preliminary objections that have been taken by the defendant No. 1 are without any basis and are hereby rejected.

41. Issue No.2 in both the Suits is decided against the defendant no.1.

Issue No. 1 in CS(OS) 3137/2012

"(i) Whether the suit property as mentioned in schedule-1 is liable to be partitioned by metes and bounds in terms of the gift deed dated 06th July, 1984, between the parties in three equal shares? OPD"

Issue No.1 in CS(OS) 2039/2012

"(i) Whether the rear side of the ground floor of property No.11, Sukhdev Vihar, New Delhi-110025 belonging to late Shri Baru Mal Jain, father of the parties herein be partitioned by metes and bounds?"

42. It is an admitted case of the parties that Late Shri Baru Mal Jain was the owner of the suit property by virtue of Perpetual Lease Deed dated 31.10.1974 in Ex. PW-1/2. It is further not under challenge that Late Shri Baru Mal Jain gifted his 3/4th undivided share in the suit property to the plaintiff, Sunder Lal Jain, and his two sons, namely, Prem Chand Jain and Harish Jain, who are defendant Nos. 1 and 2 in equal shares vide Gift Deed dated 06.07.1984 Ex. PW-1/3 and the remaining 1/4th share in the suit property was retained by him in his name.

Therefore, Late Shri Baru Mal Jain and the three sons became the owner of 1/4th share in the suit property. After the demise of Late Shri Baru Mal Jain, his 1/4th share has devolved by virtue of Section 8 of the Hindu Succession Act, 1956 on the four sons and five daughters in equal share. Thus, each legal heir gets 1/9th share in the 1/4th share of Late Shri Baru Mal Jain which comes to 1/36th share each.

43. Therefore, the total share of the parties in suit property is in the following manner: –

S. No

Legal Heirs of Late Shri Baru Mal Jain

1.

Shri Sunder Lal Jain

$$\frac{1}{4} + \frac{1}{36} = \frac{10}{36}$$

2.

Prem Chand Jain

$$\frac{1}{4} + \frac{1}{36} = \frac{10}{36}$$

3.

Mitter Sen Jain

$$\frac{1}{36}$$

4.

Veena Gupta

$$\frac{1}{36}$$

5.

Kamlesh Jain

$$\frac{1}{36}$$

6.

Legal Heir of Late Bimla Agarwal

Gaurav (Adopted son)

$$\frac{1}{36}$$

7.

Legal heirs of Late Shri Harish Jain

(to be divided equally amongst his legal heirs)

(i)Suman Jain

(ii) Abhishek Jain (iii)Abhimanyu Jain

$\frac{1}{4} + \frac{1}{36} = \frac{10}{36}$

8.

Legal Heirs of Late Smt Kanta Goyal (to be divided equally amongst his legal heirs)

(i)Bhim Sen Goyal (ii)Rajiv Goyal (iii)Rajesh Goyal (deceased) - through Legal Heirs : (a)Anjana W/o Rajesh Goyal (b)Saksham s/o Rajesh Goyal

- $\frac{1}{36}$

9.

Legal heirs of Late Smt Santosh Gupta

(to be divided equally amongst her legal heirs)

(i) Jagdish Gupta (ii)Meenu Garg (iii)Neetu Gupta (iv)Ajay Gupta

- $\frac{1}{36}$

44. It is, therefore, held that the plaintiff and the defendants are entitled to the share in the suit property in the ratio as mentioned above.

Relief:

45. Accordingly, a Preliminary Decree of Partition is hereby passed in the aforesaid terms in respect of suit property in the two suits.

46. List on 27.03.2023 before the Roster Bench for further proceedings in respect of Final Decree.