
(2013) 03 GAU CK 0003
In the Gauhati High Court
Case No : RFA No. 14 of 2010

Union of India

APPELLANT

Vs

Lallawmsiama

RESPONDENT

Date of Decision : 22-03-2013

Acts Referred:

Citation : (2014) 2 GLT 551

Hon'ble Judges : C.R. Sarma, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

C.R. Sarma, J.—This appeal is directed against the judgment and decree, dated 20.08.2009, passed by the learned Senior Civil Judge, Aizawl District, Aizawl in Civil Suit No. 23 of 2006, whereby the plaintiffs' suit for compensation towards rental charges, in respect of his land measuring 15.14 bighas, covered by garden periodic patta No. 61 of 88 situated at Pukpui (Kawmzawl), Lunglei District, for occupation of the said land by the security forces for the period from 1.09.1986 to 31.12.2005, was decreed. The facts leading to the filing of this appeal, may, be summarized, in brief, as follows:-

The plaintiff/respondent No. 1 (hereinafter referred to as plaintiff) has raised his claim for compensation/rental charges in respect of his land, occupied by the security forces of Union of India, during the period from 1.09.1986 to 31.12.1997 and thereafter.

According to the plaintiff, a plot of land measuring 15.4 bighas, under the Pukpui Village Council area, was initially allotted to him by the Village Council, vide allotment order, dated 25.11.1984. Subsequently, the said land was converted to periodic patta land and the Government issued garden patta No. 61 of 1988. As the said land of the plaintiff was under occupation of the security forces, the defendants made assessment of the rental charges towards payment of compensation to the land owners, including the plaintiff. The defendant Nos. 5 to

7, i.e., present appellants, accorded sanction for payment of rental charges to the land owners for the period from 1.9.1986 to 31.12.1997. The said defendants calculated the rent @ Rs. 1.249 per Sq. ft. and sanctioned Rs. 27,63,216/- in respect of 11.368 acres, including the land of the plaintiff and forwarded the same to the State respondents Nos. 2 to 5 i.e. the defendant Nos. 1 to 4. But the State respondents, after receipt of the said amount, released an amount of Rupees four lakhs only in favour of the plaintiff which was received by him in 2004, under protest. According to the plaintiff, his share should have been calculated for 15.4 bighas (i.e. 2,18,016 Sq.ft.) @Rs. 1.249 per Sq. ft. per annum with 50% increase after every 5 years, for the period from 1.9.1986 to 31.12.1997. According to the plaintiff, the total amount for 11 years 3 months was Rs. 30,63,397.32, even without increasing 50% of the rent after every 5 years. Subsequently, the defendants made assessment of the rental charges of the land, occupied by the defendants/security forces and the total amount of compensation, for an area of 11.368 acres @ Rs. 1.249 per Sq.ft. for 7 years, i.e., w.e.f. 1.1.1998 to 31.12.2004, stood at Rs. 43,29,446.86 and the rent for the period from 1.1.2005 to 31.12.2005, came to at Rs. 6,18,492.40.

According to the plaintiffs, though the defendant Nos. 5 to 7 sanctioned the said amount, the defendant Nos. 1 to 4, i.e. the State respondents did not release the same in favour of the plaintiff. According to plaintiff, he was entitled to get an amount of Rs. 19,61,308.88 for seven years, i.e. for the period from 1.1.1998 to 31.12.2004 and an amount of Rs. 2,72,301.1984 for the period from 1.1.2005 to 31.12.2005.

The plaintiff, through his father, filed an application (Ext. No. 6) seeking information under the RTI (Right to Information Act) and came to know, from the reply (Ext. 7), i.e. the information furnished by the State Public Information Officer, Land Revenue Department, Govt. of Mizoram, that the actual land, as per the blue print, occupied by the security forces was 1576063.33 Sq. ft., but the respondent Nos. 5 to 7 paid compensation for an area measuring 495190.080 sq.ft., i.e., 11.368 acres, which is claimed by the defendant Nos. 5 to 7 to be in their occupation. According to plaintiff, his land measuring 15.14 bighas, i.e., 218016 Sq.ft. have been under the occupation of the defendants/security forces w.e.f. 1.9.1986 and that he received Rupees four lakhs only as compensation. The plaintiff's claim is that the compensation should have been calculated for the said land @ Rs. 1.249 per Sq.ft. for the period w.e.f. 1.9.1986 till 31.12.2005 and thereafter. According to the plaintiff, he is entitled to get Rs. 48,41,812/- (52,41,812 minus 4 lakhs), as compensation.

2. The State respondents, i.e., defendant Nos. 1 to 4, contested the plaintiffs' claim by filing a written statement. In their written statement, filed on behalf of the defendant Nos. 1, 2, 3 and 4, it has been averred, that the trial court had no territorial jurisdiction to try the case, that the suit was barred by Law of Limitation, that adequate court fee was not paid, that the Village Council had no authority to make allotment of land for agriculture purpose and as such, the P.

Patta No. 61 of 1988 could not have been treated as valid document, inasmuch as the same originated from the unauthorized Pass, issued by the Village Council of Pukpui. The State defendants further stated that the Board of Officers, constituted in 1992, consisting of the representatives from the State Government, the army and the defence estates visited all army occupied areas in different locations and prepared "blue print" indicating, therein, the areas occupied by the security forces. It has also been stated that the names of the genuine land owners, whose land was occupied, have been clearly shown in the blue print, which was duly signed by the members of the Board officers and countersigned by the Deputy Commissioner, Aizawl. In the said written statement, it has been admitted that the Defence Ministry released an amount of Rs. 5.19 crores for the period from 1986 to 1997 and the plaintiff, whose name was included in the said blue print of Kawmzawl was also given compensation. The answering defendants further stated that an amount of Rs. 27,63,216/- being rent, in respect of occupied land, situated at Kawmzawl, belonging to ten land owners, for the period from 1986 to 1997 was sanctioned by the defence authority. It has also been stated that though the sanction was made in respect of an area measuring 495190.80 Sq.ft the actual occupied area, as per blue print, was 1579068.33 per Sq.ft. and therefore, the sanction being made for lesser area than the blue print area, the State Government had disbursed compensation to all the ten land owners, proportionately reducing area of the land, so as to make payment to all of them. It is also stated that, the Union of India sanctioned compensation of Rs. 4947939.269 for the period from 1998 to 2005 and that steps for the disbursement of the said amount has been initiated by the Directorate of the Revenue Department.

From the above written statement, filed by the State defendants, it appears that plaintiff is an owner of land measuring 15.14bighas, which land was included in the blue print, prepared and signed by the Board of Officers, consisting of the representative from the State Government, the Army and the Defence Estates, but the plaintiff could not be paid the rent for his entire land due to non-receipt of rental charge from the Union of India, in respect of the entire occupied area, i.e., area shown in the blue print. From the said written statement, it is also found that, irrespective of the allotment made by the Village Council, allotment of the said land was made by the government in favour of the plaintiff, by issuing periodic patta No. 61 of 88 and that his name was shown in the blue print, as one of the genuine land owners, whose land was occupied by the security force. The contesting State defendants reiterated that payment would be made to the land owners, on the basis of the sanction made, by way of proportionate reduction of areas of the land, belonging to the land owners, as was done for the period from 1986 to 1997.

3. The defendant Nos. 5 to 7, i.e., Union of India and others (appellants herein) contested the plaintiffs' suit raising the questions of maintainability, locus standi of the plaintiff, limitation, etc. The said defendants, without controverting the pleadings, made by the plaintiff in paragraphs 1 and 2 of the plaint, admitted

that the land was under occupation of the army and that proposal for rehiring the same was under process. The said defendants, further averred that rental charge from September, 1986 to 1997 and from January 31, 1998 to December, 2005 have been released to the Secretary to the Govt. of Mizoram, Land Revenue Department for disbursement to the rightful owner of the land.

Admitting the State respondents' contention, that in the year 1993 a joint survey was undertaken by the representatives of the Union of India and the State Government to find out the ownership of the land, under the occupation of the army and stated that compensation amounting to Rs. 5,19,93,711/- was sanctioned to the State Government. It has also been contended that, after according the sanction to the rightful owners through the defendant No. 2, the Union of India had no role to play regarding disbursement of the rent and that Union of India is not responsible for late disbursement, if any.

4. Upon the pleadings of both the parties, the learned trial judge framed the following issues:-

- i) Whether the suit is maintainable in its present form and style.
- ii) Whether there is any, cause of action in favour of the plaintiff and against the defendants.
- iii) Whether the Plaintiffs has any locus standi.
- iv) Whether the suit is barred by the principles of limitation, estoppels, acquiescence and equity.
- v) Whether the suit is bad on ground of territorial and pecuniary jurisdiction.
- vi) Whether the rental compensation paid to the plaintiff in respect of his land occupied by the Army/Defence force at the rate of Rs. 1.249 per sq.ft per year for the period of occupation is adequate or deficient.
- vii) Whether the plaintiff is entitled to the reliefs claimed.

5. In order to substantiate his claim, the plaintiff examined one witness i.e. father of the plaintiff, who deposed as the power of attorney holder of the plaintiff and Exhibited as many as 8 documents including the periodic patta No. 61 of 88 (Exhibit-1), Sketch Map of Kawmzawl area (Exhibit-2), Statement of rental charges from 1.9.1986 to 31.12.1997 (Exhibit-3), copy of the assessment of rental charges from 1.1.1998 to 31.12.2004 (Exhibit-4), assessment of rental for the period from 1.1.2005 to 31.12.2005 (Exhibit-5), application dated 12.5.2006 seeking information, under the RTI Act (Exhibit-6), information furnished by the Deputy Secretary under RTI (Exhibit-7), and the Special Power of Attorney (Exhibit-8). The defendants failed either to adduce any evidence or to produce documents in support of their claims. Considering the evidence, on record, and the pleadings of both the parties, the learned trial judge decreed the suit granting the following reliefs-

i) That the Plaintiff is entitled to payment of rental compensation charges/compensation in respect of his land amounting to Rs. 48,41,812/-(Rs.52,41,812 less Rs. 4 lakhs already paid to him) @ Rs. 1.249 per sq.ft per year for the period of occupation of his land by the Security Forces w.e.f. 1/9/86 till 31/12/05 and that the Defendants No. 5, 6 & 7 are jointly and severally liable to pay the said amount of rental charges/compensation to him. This amount shall be paid to him with pendente lite interest @ 6% p.a. till full and final settlement of the amount.

ii) The Plaintiff shall be paid an additional amount of rental compensation for the period from 1/1/06 till his land is vacated on de-hiring by the Defendants No. 5, 6 & 7 at the same rate of Rs. 1.249 per sq.ft p.a., which shall be assessed by the Defendants No. 1-4 jointly with the Defendants No. 5, 6 & 7 within a period of 6 months from the date of the decree.

6. Aggrieved by the said judgment and decree, the Union of India and others, i.e. the defendants Nos. 5, 6 and 7, as appellants, have come up with this appeal.

7. I have heard Mr. B. Pathak, learned Central Government Counsel (for short, CGC), for the appellants, Mr. C. Lalramzauva, learned Sr. Advocate, assisted by Mr. A.R. Malhotra, learned Counsel, appearing for the plaintiff respondent No. 1 and Mr. Aldrin Lallawmzuala, learned Additional Advocate General, Mizoram, appearing for the respondents Nos. 2 to 5. The question of law and facts, which have arisen for adjudication are whether the plaintiff, i.e. the respondent No. 1 was the owner of the 15.14 Bigha of land, situated at Pukpui (Kawmzawl), whether his said land was occupied by the security forces of the Union? and whether the plaintiff was entitled to get compensation/rental charge for the said land, as claimed by him.

8. Mr. B. Pathak, learned CGC, appearing for the appellants, has raised the question of territorial jurisdiction, limitation and argued that the Village Council's Pass, i.e. the allotment order made, by the Milage Council, was valid, inasmuch as, the village council, under the provision of Section 3 of "The Lushi Hills District (House Sites) Act, 1953" had no power to allot land for agriculture purpose, as such the Plaintiff was not the lawful owner of the land.

The other point raised was that the entire land, as claimed by the plaintiff, was not occupied by the security force. Mr. Pathak, learned CGC has also submitted that the power of attorney holder, who riled the suit, on behalf of the plaintiff, was not competent to dispose in support of the facts, which were within the knowledge of the plaintiff and as such his evidence given as PW-1, should not have been accepted.

9. In view of the above, it has been contended, on behalf of the appellants, that the learned trial Judge committed error by failing to properly appreciate the evidence as well as the claim of the plaintiff and thus, committed illegality by granting the impugned decree. The learned CGC has relied on the decision, held in the case of Man Kaur (dead) by LRS. Vs. Hartar Singh Sangha, .

10. Resisting the said argument, advanced by the learned CGC, Mr. C. Lalramzauva, learned Sr. Counsel, appearing for the plaintiff private respondent, referring to the pleadings, the statements made in the written statement, filed by the defendants, the replies (Exhibit No. 7) received vide application, under the RTI Act, the Sketch Map (Exhibit-2) showing the list of the land owners and the area of land and the periodic patta (Exhibit No. 1), issued by the government, has submitted that the government, by issuing the periodic patta in respect of the land, allotted by the Village Council, in favour of the plaintiff, regularized the said allotment, made by the Village Council. It is also submitted by the learned Sr. Council that the contesting defendants Nos. 5, 6 and 7, i.e. the appellants, in their written statement at paragraphs 7 and 8, while replying to the plaintiffs' pleadings, made in paragraphs 1 and 2 of the plaint, with regard to the ownership of the land, failed to deny the claim of the plaintiff, rather they, by their averments, made in paragraph 8 of their written statement, admitted that the land was under occupation of the Army and that proposal for dehousing the same was being processed.

The learned Sr. Counsel, referring to the paragraphs 8 and 9 of the State respondents' written statement has stated that the State admitted that the Board of Officers, constituted in 1992, consisting of the representatives of the State government, the Army and the Defence Estates had made a joint verification/demarcation of all plots of land, under the occupation of Army and prepared a "Blue Print", which was signed by members of the Board of Officers and that the said blue print, included the names of the genuine land owners, including the plaintiff, for which compensation, sanctioned by the Ministry of Defence, was paid to the plaintiff also. Referring to the averment, made in paragraph 9 of the written statement of the State respondent, it has been pointed out that the State has taken the plea that though more area, i.e. 1579068.33 Sqft was under the occupation of the Army, compensation amounting to Rs. 27,63,216/- was sanctioned for lesser area, i.e. for an area measuring 495190.080 Sqft, which area was less by 1083878.25 Sqft of the area, shown in the blue print. The State has further stated, in the written statement, that as it had received compensation for less area, so the government, in order to disburse the money among all the land owners, had proportionately reduced the area and accordingly paid Rupees four lakh to the plaintiff. So the stand of the State is that, though the plaintiff was also one of the land owners, as claimed by him, the government paid only Rupees four lakh due receipt of sanction for lesser area than the actual occupied area. This implies that the appellants did not sanction money for the entire occupied area belonging to the plaintiff and other land owners and as such the State could not release the amount, claimed by the plaintiff. The learned Senior Counsel, with regard to the objection regarding evidence, given by the power of attorney holder, has submitted that the power of attorney holder, being the father of plaintiff and he having taken all steps, including filing of application under the RTI Act, receiving information thereof, was aware of all the relevant facts. It is also submitted that

the power of attorney holder, in his in chief examination, given by an affidavit, stated that the statements made by him were true and correct to his knowledge and belief. Therefore, it is submitted that the said power of attorney holder having knowledge of the entire matter, was competent to give evidence on behalf of the plaintiff.

11. The learned Sr. Counsel has strenuously argued that, as 15.14 bigha, i.e. 2,18016 Sqft land, belonging to the plaintiff, was included in the blue print, which has been admitted by the State, plaintiff was entitled to get compensation for the entire area and as such the learned trial Judge committed no error by passing the impugned judgment and decree.

12. Mr. Aldrin Lallawmzuala, learned Additional Advocate General, Mizoram, referring the written statement, filed by the State, has submitted that the blue print, prepared by the representative of the State Government and the Army Authority, indicates the actual land occupied by the security force and that the area of land for which compensation was sanctioned by the Union was less than the actual area under occupation as shown in the blue print, for which the State could not pay compensation to the plaintiff for the entire land occupied by the security force.

13. Considering the above arguments, advanced by the learned Counsel, appearing for both the parties, I have perused the pleadings of the plaintiff, the averments made in the written statements, the impugned judgment and order and the materials, on record.

14. With regard to the question of territorial jurisdiction, it is found that the plaintiff claimed compensation/rental charge for occupation of his land. Admittedly, the land in question is situated in the Lunglei district. But the suit has been filed in Aizawl district.

As provided by Section 16 of the Code of Civil Procedure, 1908, suit claiming compensation etc. can be instituted either in the Court within whose local jurisdiction the property is situated or in the Court within the local limit of whose jurisdiction the defendant actually and voluntarily resides or carries on business or personally works for gain.

In the present case, the State defendants Nos. 1 to 4 have their offices and place of administration within the jurisdiction of the Court of Aizawl. Therefore, the learned trial Judge has rightly decided the issue No. 5 in favour of the plaintiff.

15. Admittedly, an amount of Rupees four lakh only, against the total claim made by the plaintiff, was released by the government in favour of the plaintiff in the year 2004. The said payment being part payment, the plaintiff received the same on protest. The suit, being filed within 3 (three) years from the said date, is well within time. Hence, as held by the learned trial Judge, in deciding the issue No. 4, the suit was not hit by limitation, estoppel etc.

16. It is the admitted position that the plaintiff has been paid Rupees four lakh as

rental of his land. He received the same with protest on the ground that he was entitled to get more amount. Therefore, the learned trial Judge, while deciding the Issue Nos. 2 and 3, committed no error by holding that, in view of the pleadings of the plaintiff as well as the averments made by the defendants, there was cause of action for the suit and that the plaintiff claiming to be the owner of the concerned land, had the locus standi to institute the suit.

17. As held by the learned Sr. Civil Judge, the defendants, taking the plea of maintainability, did not specifically state as to how the suit was not maintainable. The plaintiff claiming to be the owner of the land, occupied by the security forces, has claimed compensation/rent for the land. Therefore, the issue No. 1, which involves the question of maintainability, has been rightly decided in favour of the plaintiff.

18. The issue Nos. 6 and 7 involve the question as to whether the plaintiff is entitled to the compensation claimed by him. The plaintiff, in his plaint, specifically pleaded that he was the owner of 15.14 Bigha, i.e. 218016 Sqft of land, occupied by the security force and that he is entitled to get compensation @ Rs. 1.249 per sqft w.e.f. 01.09.1986 till date

Though the learned CGC, appearing for the contesting defendants No. 5, 6 and 7, i.e. the present appellant, has raised question regarding the plaintiffs claim of ownership and the validity of the allotment, made by the village council, the said defendants failed to refute the pleadings of the plaintiffs in this regard. In their written statement, the defendants aforesaid, at paragraph 8 clearly stated that the land, (i.e. the land claimed by the plaintiff vide his pleading, made in paragraphs 1 and 2 of the plaint) was under the occupation of the Army and that process for dehiring the land was initiated. This admission of the defendants clearly indicates that the said land was under the occupation of the Army and as such defendants were liable to pay rent till dehiring of the same.

19. The State defendants also, in their written statement, clearly stated that, as per the blue print, prepared by the representatives of the State, the Army and Defence Estates, the plaintiff's land was situated within the blue print area and that the plaintiff was a genuine land owner. The Exhibit No. 2, i.e. the blue print indicates that plaintiff was the owner of 218016 Sq ft land, i.e. 15.14 bigha. This is fortified by the Garden Pass No. 61 of 1988, i.e. the Exhibit No. 1. The State respondents, out of the total sanctioned amount of Rs. 27,63,216/- for the period 1986 to 1997, had given Rupees four lakhs to the plaintiff on the basis of the said blue print. The said payment is stated to be made by proportionately reducing the area of all the ten land owners, due to receipt sanction for lesser area than the area shown in the blue print. The defendants Nos. 5 to 7 also in their written statement (paragraph 9) stated that rent for the period for 1986 to 1997 was released to the Secretary, Government of Mizoram, Revenue Department.

The said averments made by the defendants support the plaintiff's claim that he

is the owner of the said land. This is fortified by the fact that the plaintiff has paid Rupees four lakh as rental charge.

20. As claimed by the plaintiff, the village Council had initially allotted the land to him on 25.11.1984. Section 3 of "The Lusha Hills District (House Sites) Act, 1953" restricts Village Council from making allotment land for agricultural purpose. There is nothing, on record, to show that the said allotment was made for agricultural purpose, i.e. in violation of the provision prescribed by Section 3 of the Act.

That apart, no steps appear to have been taken to get the said allotment cancelled. Rather, the government granted periodic patta w.e.f 09.12.1988 in favour of the plaintiff in respect of the said land. Therefore, it is clear that the government, by granting periodic patta, in fact, regularized the earlier allotment, made by the Village Council, because the government did not take any action against such allotment. That apart, the State respondents, in their written statements, stated that the blue print, prepared by the representatives of the parties, included the names of the genuine land holders including the name of the plaintiff as one of the land holders, in whose favour also Rupees four lakh was released as compensation for the occupied land. Thus, having admitted the plaintiff's claim of ownership, that too after paying a part of the rental charge for the period w.e.f. 1986 to 1997, the respondents, at this stage, can not be allowed to say that the plaintiff was not the lawful owner of the said land.

The said averments, made by the parties, coupled with the periodic patta, being garden patta No. 61 of 1988 (Exhibit-1) issued by the government (signed by ADC) indicates that 15.14 bigha of land at Pukpui V.C. area was allotted in favour of the plaintiff w.e.f. 09.12.1988. The said periodic patta, which has not yet been cancelled, substantiates the plaintiff's claim regarding ownership of the said land.

21. The PW-1, i.e. the power of attorney holder, who is the father, deposed that the said land was owned by the plaintiff and that the same was occupied by the security force. The said power of attorney holder, in his affidavit, clearly stated that the statements made by him, in his in-chief examination were true and correct to the best of his knowledge and belief. Hence, it is found that the power of attorney holder deposed on the basis of his knowledge and belief. In the case of Man Kaur (Supra), the Supreme Court held that the power of attorney holder, who has no personal knowledge with regard to the fact of the case can not be examined on behalf of the plaintiff. In view of the above, it can be understood that power of attorney holder, who has personal knowledge about the facts and circumstances of the case can depose on behalf of the plaintiff. Therefore, as the PW-1, who, as the father of the plaintiff, took all necessary steps including obtaining information under the RTI, was a competent witness to depose on behalf of the plaintiff. He, supporting the pleadings made in the plaint, has stated that the plaintiff, being owner of 218016 Sqft (i.e. 15.14 bigha) of land, occupied by the security force, was entitled to get Rs. 48,41,812/- (i.e. Rs. 52,41,812.00-Rs.4,00,000.00) for the period w.e.f. 01.09.1986 till 31.12.2005. His said

evidence remained undemolished. Rather, the same could draw support from the averments, made by the defendants Nos. 5 to 7, who, in their written statement, stated that the land was under occupation of Army and that process for dehiring was initiated. Further, the averment made by the defendants Nos. 1 to 4, that the land claimed by the plaintiff was included in the blue print and that the plaintiff was one of the genuine land owners, that he was also paid proportionate compensation of Rupees four lakh, due to receipt of sanction for lesser area than the occupied area.

22. Admittedly, the blue print was prepared by the representatives of the State Government, the Army and the Defence Estates, indicating therein the total area of land occupied by the security force. Exhibit No. -7, i.e. the information furnished by the State Government, reveals that the security force had occupied 1576068.33 Sqft., which area is more than the area for which sanction has been made. There is no denial that the plaintiff's land has been included in the said blue print. Rather, as noted above, it is an admitted position that the plaintiffs land, measuring 15.14 Bigha was included in the said blue print.

In view of the above discussion, it is found that the plaintiff could establish that his land, measuring 15.14 bigha, i.e. 218016 Sqft, has been occupied by the security force since 1986 and he has been paid Rupees four lakh only as rental charge.

From the above discussion, it is found that the State, which was the disbursing authority, could not release the entire amount of the rental charge in favour of the plaintiff due to non receipt of sanction for the entire occupied area as per the blue print.

23. In view of the above, the defendants Nos. 5 to 7 are required to pay compensation/rental charge for the entire occupied area so that the State authority can release full compensation to the plaintiff.

24. In my considered opinion, the learned trial Judge committed no error by arriving at the findings that the plaintiff was entitled to get compensation for the said period, deducting, Rupees four lakh, which amount has already been paid to him. As the plaintiffs money has been withheld, the learned trial Judge has rightly granted interest @ Rs. 6%.

25. In view of the above, I find no merit in this appeal requiring interference with the impugned judgment and order. Accordingly, this Appeal is dismissed with costs.

Return the LCR.