

(2000) 11 CAL CK 0056

Calcutta High Court

Case No: C.R.R. No's. 1404 to 1406 and 2094 to 2096 of 1999

Amal K. Bhattacharji and Arun
Kumar Bhutoria

APPELLANT

Vs

State of West Bengal and Others

RESPONDENT

Date of Decision: Nov. 9, 2000**Acts Referred:**

- Penal Code, 1860 (IPC) - Section 239, 240, 34, 405, 406

Hon'ble Judges: Sujit Barman Roy, J**Bench:** Single Bench**Advocate:** S.S. Ray, Jayanta Dutta, P.K. Ghosh, Joymalya Bagchi and Kaushik Gupta, for the Appellant; P.K. Ghosh, Joymalya Bagchi, Kaushik Gupta, S.S. Roy and Jayanta Dutta, for the Respondent

Judgement

Sujit Barman Roy, J.

All these six applications were analogously heard and are being disposed of by this common order as all these applications between the same parties involve identical questions of law and facts. C.R.R. Nos. 2094/99 to 2096/99 were filed by the accused-petitioners for quashing the complaint case No. 208/99, complaint case No. 209/99 and complaint case No. 210/99 pending before the learned C.J.M., Alipore, South 24 Pgs., on the ground that none of these complaints disclosed commission of any offence. Facts of C.R.R. No. 2094/99 in brief are that complainant O.P. No. 2, Amal K. Bhattacharji lodged a complaint being complaint case No. 208/99 before the said C.J.M. against the petitioners alleging, inter alia, that Amal Kr. Bhattacharji is Director of City Scape Developers Private Limited, which is Private Limited Company having its registered office at Calcutta.

2. Petitioner No. 1, Arun Bhutoria was made a nominated director in the Board of the City Scape Developers Private Ltd. sometime in 1993. He was so nominated by Akla Builders Private Ltd. being a Private Ltd. Company incorporated under the Companies Act. Said Akla Builders Private Ltd. entered into a development

agreement with the said City Scape Developers Private Ltd. when the later company was constructing a market complex and construction of one block of the said market complex was almost at a finishing stage and the other block of the said market complex was also in the advanced state of construction. Said market complex had only two blocks apart from a staff quarter. Accused-petitioner No. 1, Arun Bhutoria was taken in the Board of City Scape Developers Private Ltd. in terms of the said agreement dated 7.8.92 with the stipulation that on fulfilment of the terms and conditions of the said agreement, term of the directorship of the accused-petitioner No. 1 would come to an end. Later on a suit was filed for a declaration that the said agreement is void and unenforcible in law. By virtue of a resolution dated 21.9.95 of the said City Scape Developers Private Ltd., accused-petitioner No. 1, Arun Bhutoria was authorised as Director of the Company to make, enter into, execute and deliver to the M/s. 20th Century Finance Corporation Ltd. all documents including loan agreement, promissory notes with regard to hire agreement for purchase of a vehicle, i.e. Cielo Car from Daewoo Motors. In accordance with the said resolution City Scape Developers Private Ltd., took finance of Rs. 6,42,000/- for purchase of the said Cielo Car and made an initial deposit by cheque of Rs. 1.61,000/- only as well as further charges of Rs. 40,000/- and all the amounts towards insurance, road tax etc. The car finance so taken was to be repaid with interest in 36 equal monthly instalments. Accused-petitioner No. 1, Arun Bhutoria executed the hire purchase agreement on behalf of the City Scape Developers Private Ltd. and the company duly paid the said initial amounts as already stated above and other charges. City Scape Developers Private Ltd. also handed over 36 post dated cheques to Arun Bhutoria payable to 20th Century Finance. Corporation Ltd. month by month for depositing the same in advance with the said 20th Century Finance Corporation Ltd. towards repayment of the said loan including all interest thereon. All the said 36 cheques were post dated month by month commencing from 22.9.95 and ending on 10.8.98 drawn on the Bank Account of the said City Scape Developers Private Ltd. with the Bank of Maharashtra, S.P. Mukherjee Road as monthly instalments towards repayment of the loan for the said car. On or about 5.11.95 accused-petitioner No. 1, Arun Bhutoria signed the hire purchase agreement as representative of City Scape Developers Private Ltd. But, the copy of the said hire purchase agreement between the City Scape Developers Private Ltd. and 20th Century Finance Corporation Ltd. and all other related documents were not received from the car finance company. However, the complainant ultimately obtained xerox copies of the aforesaid documents from the 20th Century Finance Corporation Ltd. But, accused-petitioner No. 1, Arun Kr. Bhutoria never furnished the complainant or his aforesaid City Scape Developers Private Ltd. with copies of the said hire purchase agreement nor other documents regarding scheme of repayment of the said loan in order to keep the company and other directors thereof in dark about such transactions. It has further been alleged that said accused-petitioner No. 1, Arun Bhutoria falsely represented that the said transaction had not materialized. At the instance of accused-petitioner No. 1, said

City Scape Developers Private Ltd. appointed accused-petitioner No. 4, Debendra Kumar Rustogi as auditor. As a matter of fact said auditor was a close friend of accused-petitioner No. 1, Arun Bhutoria. Petitioner No. 1 never intimated the said City Scape Developers Private Ltd. that the said transaction was in fact materialised and that he actually obtained delivery of one Cielo A.C. Petrol Car particulars whereof are given in the complaint itself. Its registration No. is W. B. 02E 1717 and fraudulently and dishonestly in Criminal conspiracy with other accused concealed the said fact. Petitioner No. 1 with dishonest and fraudulent intention never informed the said City Scape Developers Private Ltd. that he actually took delivery of the said vehicle. Whenever questioned by the other directors of the said City Scape Developers Private Ltd., accused-petitioner No. 1, Arun Bhutoria falsely represented that he did not take delivery of the said vehicle at all and the loan transaction with the 20th Century Finance Corporation Ltd. did not materialise. Though asked for by other directors of the City Scape Developers Private Ltd., accused-petitioner No. 1, Arun Bhutoria did not return the 36 post dated cheques earlier issued in favour of the said financier company. Said accused-petitioner No. 4 Debendra Kumar Rustogi also did not return the relevant documents and papers to the said City Scape Developers Private Ltd. repeatedly demanded for all relevant papers/documents and 36 post dated cheques and yet neither the accused-petitioner No. 1 nor the said auditor returned them till date. It is also alleged in the said complaint that towards later part of November 1998, said 20th Century Finance Corporation Ltd. sent back certain post dated cheques of another transaction between the same parties relating to purchase of another car of the company to the banker in which said petitioner No. 1, Arun Bhutoria was authorised to enter into agreement and execute all relevant papers representing the said City Scape Developers Private Ltd. but certain cheques in respect of such transaction were not honoured by the bank and the bank of the complainant company sought for clarification as to whether those cheques should be honoured or not. Only then it occurred that the cheques given in connection with purchase of Cielo Car and handed over to accused-petitioner No. 1 for payment of the loan and interest thereon in 36 instalments to the car finance company had been presented from time to time to the bank of the said City Scape Developers Private Ltd. and all such cheques were duly honoured and a total payment amounting to Rs. 10,46,520/- was made as per the post dated cheques between the period of September 1995 to August 1998 although said accused-petitioner No. 1 all along falsely represented that he had not handed over the said cheques to the finance company as the transaction did not materialise and similarly accused No. 4 being the auditor entered into a criminal conspiracy with other accused-petitioner and concealed the fact to the company to avoid detection of such fraudulent acts. Only after this incident, enquiries were made on behalf of the City Scape Developers Private Ltd. and relevant documents were collected and it was found there from that in fact accused-petitioner No. 1 representing the company duly executed the hire purchase agreement and handed over all cheques to the car finance company and in fact he took delivery of the Cielo Car in November

1995 under delivery request issued by the said finance company. Registration no. of the Cielo Car is W. B. 02E 1717. Said accused-petitioner No. 1 took delivery of the said Cielo Car on behalf of the City Scape Developers Private Ltd. as its director/trustee/agent. Said accused-petitioner No. 1, Arun Bhutoria fraudulently instructed the finance company that in case of absence of the hirer (City Scape Developers Private Ltd.) they should contact accused No. 4, Mr. Debendra Rustogi being the auditor or other accused-petitioner and this was done deliberately to conceal the fact about the completion of the entire transaction with the said finance company.

3. On the basis of the aforesaid complaint learned C.J.M. took cognizance of offences under Sections 409/34 I.P.C. and issued process etc. It is also the case of the complainant O.P. No. 2 that it was obligation on the part of the accused-petitioner No. 1 to hand over the vehicle being the Cielo Car with registration No. W.B. 02E 1717 since the said car was property of the City Scape Developers Private Ltd., and he took delivery of the same as director of the company. But, the petitioner No. 1 and other accused-petitioners being close friends/relations of accused-petitioner No. 1 in criminal conspiracy with one another misappropriated the said car and, therefore, they committed Criminal Breach of Trust. While on taking cognizance on the basis of the said complaint, the learned Court on 30.1.99 also issued summons upon the accused-petitioners for their appearance. Simultaneously, the learned Magistrate also issued search warrant for seizure of the aforesaid Cielo Car. However, on 2.2.99 accused-petitioner No. 1, Arun Bhutoria filed an application before the learned Magistrate for bail and another application for stay of search warrant issued for seizure of the Cielo Car. Stay application was filed without serving copy thereof upon the complainant. The learned Magistrate by his order dated 2.2.99 stayed execution of the search warrant and released the accused-petitioners on bail. On 1.3.99, the complainant-O.P. No. 2 filed another application for execution of search warrant on various grounds. Ultimately, the matter was heard on 18.5.99 when the learned Magistrate by his order dated 18.5.99 upon hearing both parties recalled the search warrant which was issued by him by order dated 30.1.99. Against this order dated 18.1.99 recalling the said search warrant, the complainant filed C.R.R. No. 1404/99. Accused-petitioner filed C.R.R. No. 2094/99 for quashing the cognizance in this case on the ground that the complainant does not disclose any offence whatsoever. The facts of other cases are also exactly similar. In respect of purchase of two other vehicles under hire purchase agreement with finance from the same 20th Century Finance Corporation Ltd. under exactly similar circumstances for purchase of two other vehicles, two separate complainants were filed by the very same complainant against same accused and on such complainant cognizance was taken for the offences under Sections 409/34 I.P.C. In all these complaint cases, the learned Magistrate while taking cognizance issued search warrant for the search and seizure of all three vehicles particulars whereof are given in the respective complainants. Subsequently, on the prayer of the accused-petitioner, search

warrant so issued in respect of 2 other vehicles were also recalled by the learned Magistrate after hearing the learned Counsel for both the parties. In respect of those two cases also, present accused-petitioner filed two separate revision petitions being C.R.R. No. 2095/99 and C.R.R. No. 2096/99 for quashing cognizance taken by the learned Magistrate in the respective complaint, cases. The complainant also filed similar revision petitions in this court being C.R.R. No. 1405/99 and C.R.R. No. 1406/ 99 for quashing the two orders by which learned Magistrate recalled the search warrant he had earlier issued for search and seizure of the respective vehicles. The facts and circumstances of all these six revision applications are otherwise exactly identical.

4. I heard Mr. P.K. Ghosh, learned Counsel for the accused-parties and also Mr. S.S. Ray, learned Counsel for the complainant in all these revision applications.

5. It is, therefore, appears that the three companies, namely, M/s City Scape Developers Private Limited represented by the complainant Amal K. Bhattacharji, M/s. Binani Properties Private Ltd. and M/s. Akla Builders, Private Ltd. represented by the accused-petitioner. Arun Bhutoria and others entered into a tripartite agreement on 7.8.92. As per the said agreement, the parties entered into a joint venture arrangement in which company of the accused, namely, the Akla Builders Private Ltd. contributed 60% of the total fund and was. therefore, entitled to 60% of the profit while the other two parties were to contribute 20% each of the joint fund and, accordingly, the other two parties were to entitled to 20% of the profit each. As stipulated in Clauses 5 and 6 of the said agreement, a joint venture bank account was opened under the name of New Alipore Project under the City Scape Developers Private Ltd., wherein all receipts in respect of the project would be deposited. It further provides that the account would be audited and the profit determined on final account should be apportioned in the ratio of 20: 20: 60 amongst the City Scape Developers Private Ltd., Binani Properties Private Ltd. and Akla Builders Private Ltd. respectively. It was also stipulated that said joint venture has to carry on their business activities under the banner of City Scape Developers Private Ltd. as the contract for construction of the market complex had been entered into by the City Scape Developers Private Ltd. with Calcutta Municipal Corporation. It is contended by the learned Counsel for the accused-petitioner that from these clauses it is apparent that although the joint account stands in the name of City Scape Developers Private Ltd., the money lying in the joint account in the joint property of the said three companies and the three companies were just property of the said three companies and the three companies were just like partners in a partnership venture of profit sharing. Therefore, the three vehicles which were purchased from the money lying in the joint account is not the exclusive property of the City Scape Developers Private Ltd. but were the joint properties of the three companies. It is further contended that in view of these circumstances M/s. Akla Builders Private Ltd. being the company of the accused party in one of the joint owners of the said vehicles along with other two companies having 60% share

in such ownership. It is, therefore, the case of the accused parties that the three vehicles being joint property of the three companies, question of entrustment or dominion over the said properties within the meaning of Section 405 I.P.C. which defines dishonest-misappropriation of property cannot arise.

6. Learned Counsel for the complainant contended that the agreement between the parties cannot be relied upon by the accused party in these revision petitions as the said document has not yet been proved in the trial Court. But, I find that said agreement is the basis of the complainant made by the complainant. This agreement has been referred to in the petition of complaint. This being an admitted document, needs no further proof. The learned Counsel for the complainant further contended that at this initial stage of the complainant cases, they cannot be quashed. His further case is that the complainant discloses commission of offences under Sections 409/34 I.P.C. and, therefore, the learned Court below rightly took cognizance of the matters. On the other hand, learned Counsel for the accused party contended that complainant does not disclose any offence whatsoever and, accordingly, same should be quashed and the three revision petitions being C.R.R. No. 1404/99 and C.R.R. No. 1406/99 for quashing the three orders passed by the learned Court below in three complainant cases recalling the search warrant earlier issued by him in respect of the three vehicles should be dismissed.

7. As to the question of maintainability of the three revision petitions filed on behalf of the accused-petitioners being C.R.R. No. 2094/99, C.R.R. No. 2095/99 and C.R.R. No. 2096/99, learned Counsel for the complainant cited some decisions of the Apex Court as to when a complainant can be quashed at the initial stage of the case. It is, undoubtedly, true that normally when a complainant discloses a prima facie case of offences, same cannot be quashed at the initial stage. It is also the law laid down by the Apex Court in series of cases that when complainant does not disclose any offence at all, it is the duty of the Court to quash the same. I do not think any reference to these decisions is at all necessary as I am quite conscious about the position of law in this regard. If it is, ultimately, found that the complainants do not disclose any case of offence this court has a duty to quash the same. Otherwise of course, this Court cannot quash the same.

8. As regard the deed of agreement between the parties, there is no doubt that this is an admitted document. The complainant itself refers to this document at a number of places. This being a basic document on the basis of which litigations between the parties have been started. I do not think that this court cannot look into the same to determine the nature of relations between the parties and the properties, namely, the three vehicles involved in these cases. If the case of the complainant is that the agreement between them, the complainant was free to say this. But, he avoided from taking any clear stand before this court. Apex Court in [Satish Mehra Vs. Delhi Administration and Another](#), held that at charge framing stage the Judge has to consider, (1) the record of the case and (2) the documents

produced therewith. He has then to hear the submission of the accused as well as the prosecution on the limited question whether there is sufficient ground to proceed further. What is the scope of hearing submission? Similar situation may arise u/s 239 in respect of trial of warrant cases on police report. In that situation, the Magistrate has to afford the prosecution and the accused an opportunity of being heard besides considering the police report and documents sent therewith. At these two stages the Code enjoins on the court to give audience to the accused for deciding whether it is necessary to proceed to the next stage. It is a matter of exercise of judicial mind. There is nothing in the Code which shrinks the scope of such audience to oral arguments only. If the accused succeeds in producing any reliable material at that stage which might fatally affect even the very sustainabilities of the case, it is unjust to suggest that no such material shall be looked into by the court at that stage. Therefore, if the document in question is indeed reliable and unimpeachable, the court can certainly look into the matter to find out whether it is necessary to proceed with the case further.

9. Similar view was expressed by this court in *K.K. Verma vs. Dipak Bhowmick*, 1997 (1) CHN 269.

10. Case of the complainant rests entirely on this agreement. This agreement has brought into existence the business relationship between the accused party and the complainant party. This agreement has been time and again referred to in the complaint. It further appears that before the Court below, the accused person produced this document. At that point of time nothing has been claimed by the complainant that this agreement is not actually the agreement between the parties. A document which is being relied upon by the prosecution for making out a case of Criminal offence, the document can certainly be looked into by the court while deciding whether or not the complaint discloses any offence. It may be true that in exercise of its inherent jurisdiction the court dealing with an application for quashing a Criminal case cannot act upon documents which are not of unimpeachable character or are not referred to in the complaint or in the charge-sheet. If, however, document in question is the basis document as referred to in the complaint or charge-sheet, this court can certainly look into the same and decide as to whether any case for Criminal prosecution is made out or not. This is the view also expressed by the Apex Court in [Minakshi Bala Vs. Sudhir Kumar and Others](#). In this case, the Apex Court held that once the charges are framed High Court, in its revisional jurisdiction, is not justified in quashing the same upon documents other than those referred in Sections 239 and 240. Of course, the Apex Court further held that in exceptional cases High Court can look into only those documents which are relevant and unimpeachable. The agreement in question is the most basic document that brought into existence the business relationship between the parties. It is also true that the entire case of the complainant as made out in the complaint is based on this agreement. Therefore, in my view, there is nothing in law that prevents this court from looking into these documents to decide

as to whether any offence is made out or not.

11. The next important question is whether the complaint discloses commission of any offence or not? The relationship between the parties created by the agreement in question is in the nature of partnership business. Admittedly, these cars were purchased from the money lying in the joint account. The contribution of the accused party to the said joint account is to the extent of 60%. Other two parties contributed only 20% each. The cars in question were acquired from the money lying in this joint account. Full Bench of this court in [Bhuban Mohan Das Vs. Surendra Mohan Das](#), held that a charge u/s 406 of the Penal Code cannot be framed against the person who according to the complainant, is a partner with him and is accused of the offence in respect of properties belonging to both of them as partners. The reason for holding that a partner cannot be prosecuted by another partner for Criminal Breach of Trust in respect of partnership property u/s 406 I.P.C. is two fold. The nature, character and incidents of partnership property are such that during the subsistence of this partnership there cannot be, except by special agreement any entrustment or dominion and, secondly, partnership property is not specific and ascertainable property and is of so equivocal and problematic a nature until dissolution and accounts, that it is not susceptible to be used in a manner which can bring into operation Section 405 I.P.C. It is only when such ordinary character and nature of the partnership property are varied by special contract of partnership so as to create entrustment of any specific property in favour of one partner as against the others or so as to give exclusive dominion of such property to one partner as against the other that there can be some scope of application of Section 405 I.P.C. It is, therefore, apparent that unless there is an agreement between the partners that a particular property would be separate property of a partner, there cannot be an entrustment of it to the other partner or partners. In the absence of such agreement, each partner is interested in the whole of the partnership assets and there cannot be an entrustment of a partner's property as such by one partner to another, because there is no property which can be so entrusted.

12. Admittedly, in the instant case, it is not contended by the complainant that there was such an agreement between the partners that the three vehicles in question would be separate property of this or that partner and hence there was no such entrustment of it to the other partner, namely, the accused party. In these vehicles each and every partner has a share to the extent as stipulated in the agreement.

13. Relying upon aforesaid Calcutta High Court decision, the Apex Court in [Velji Raghavji Patel Vs. State of Maharashtra](#), held that before a person can be said to have committed Criminal Breach of Trust within the meaning of Section 405 I.P.C, it must be established that he was either entrusted with or entrusted with dominion over the property which he is said to have converted to his own use. In order to establish entrustment of dominion over the property to an accused person the mere

existence of that person's dominion over the property is not enough. It must further be shown that his dominion was the result of entrustment. It was further held in this case by the Apex Court that in the case of a partnership, every partner has dominion over the partnership property by a reason of the fact that he is a partner. This is a kind of dominion which every owner of property has over his property. But, it is not dominion of this kind that satisfies a requirement of Section 405. The prosecution must further establish that dominion over the assets or a particular asset of a partnership was by a special agreement between the parties, entrusted to the accused person. If in the absence of such a special agreement a partner receives money belonging to the partnership, he cannot be said to have received it in a fiduciary capacity or in other words, cannot be said to have been entrusted with dominion over partnership property. It was also held that where under an agreement between the partners the working partner is authorised to recover the dues of the partnership and to spend the money for business of the partnership, he cannot be said to have been guilty of Criminal Breach of Trust even with respect to the dues relied by him from certain person by not depositing them in the bank as alleged by the prosecution. As owner of property, in whichever way he uses his property and with whatever intention, will not be liable for misappropriation and that would be so even if he is not the exclusive owner thereof. A partner has undefined ownership along with the other partners over all the assets of the partnership. If he chooses to use any of them for his own purposes he "may be accountable civilly to the other partners." But, he does not thereby commit any misappropriation under the penal law. From the aforesaid authorities what appears to me is that under the Criminal Law, the complainant has no remedy under these circumstances of the case though he may have remedy under civil law of the land. Again, the Apex Court in C.B.I, vs. Duncans Agro Industries Ltd., 1996 (5) SCC 691, held that it is necessary that the ownership or beneficial interest in the ownership of the property entrusted in respect of which offence is alleged to have been committed must be in some person other than the accused and the later must hold it on account of some person or in some way for his benefit. The property in respect of which Criminal Breach of Trust can be committed must necessarily be property of some person other than the accused or the beneficial interest in or ownership of it must be in the other person and the offender must hold such property in trust for such other person or for his benefit. So far as, in the instant case, three vehicles are concerned, accused parties alongwith the complainant party are joint owners of the same. Therefore, in the circumstances of these three cases, it cannot be said that the three vehicles belong to the complainant party exclusively and that the accused party had no right, title or interest over the same. In respect of such property no Criminal Breach of Trust can be committed by a partner.

14. In view of the aforesaid authorities and in view of the circumstances of the case that the accused party in these three complaint cases are also owners of the three vehicles along with the complainant party, the accused party cannot be prosecuted

for the offence of Criminal Breach of Trust.

15. Learned Counsel for the complainant cited large number of decisions of the Apex Court and other courts. It is not necessary to refer to them in this judgement. Most of these decisions relate to the law laid down by the Apex Court on the question as to when a complaint of a Criminal case can be quashed at initial stage. The law in this regard is too well-settled that normally if a complaint discloses commission of offence, it cannot be quashed. However, if the complaint does not disclose even a prima facie case of commission of offence, it is too late in the day to say that this court has no power to quash the same. Therefore, I do not like to refer to those decisions as the law in this regard is too well-settled. Some further decisions of the Apex Court have been cited by the learned Counsel for the complainant party with regard to ingredients of the offence of criminal Breach of Trust. Of all these decisions, I would like to refer to one decision only in [Shivnarayan Laxminarayan Joshi and Others Vs. State of Maharashtra](#), as in my view other decisions cited by the learned Counsel for the complainant are not at all relevant for disposal of the present cases as they do not, deal with the main question in issue now being agitated before me by the learned Counsel for the accused party that accused party being the joint owners of the three vehicles in question along with the complainant party, the accused party cannot be prosecuted for Criminal Breach of Trust and hence the complaints must be quashed. In Shiv Narayain's, the accused was director of a bank. The money held by the bank was the money of the depositors. If the director misappropriated such money, it was held that he is liable to be prosecuted for Criminal Breach of Trust. What has been stated by the Supreme Court in respect of money deposited by the depositors with the bank, cannot apply to the facts of the present case. The director of the bank is in no way owner of such money deposited by the depositors. Therefore, I am constrained to hold that this decision also does not help the complaint in any manner.

16. In these circumstances, I am constrained to hold that the three complaints lodged by the complainant do not disclose any case of Criminal Breach of Trust and, therefore, cognizance taken in these three cases on the basis of such complaints is bad in law and, accordingly, I quash the said three complaint cases and, accordingly, allow three revision petitions, i.e.. C.R.R. No. 2094/99. C.R.R. No. 2095/99 and C.R.R. No. 2096/99.

17. As I have already quashed the cognizance taken in three complaint cases, no interference is called for with regard to custody of the three vehicles as it existed before issuance of search warrants, and, accordingly, three revision petitions, i.e. C.R.R. Nos. 1404/99, 1405/99 and 1406/99 are dismissed.

However, I make it clear that this order will not bar the complainant from seeking other remedies in respect of the three vehicles as may be available to him under the law. These six revision petitions are thus disposed of.