

18.

*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ Date of Decision: 02.08.2011

% O.M.P. 280/2011

RESOLUTION INDIA LTD Petitioner
Through: Mr. Arun Verma, Advocate.

versus

ONE CHROME LLC & ORS Respondents
Through: Mr. Rajeeve Mehra, Senior
Advocate with Mr. Ananya Kumar,
Advocate.

**CORAM:
HON'BLE MR. JUSTICE VIPIN SANGHI**

1. Whether the Reporters of local papers may be allowed to see the judgment? : No
2. To be referred to Reporter or not? : Yes
3. Whether the judgment should be reported in the Digest? : Yes

VIPIN SANGHI, J. (Oral)

1. This petition has been preferred under Section 9 of the Arbitration and Conciliation Act, 1996 (the Act) to seek certain orders of restraint against the respondents. On issuance of notice by this Court (which was issued on account of the petitioner making a statement that the petitioner is willing to negotiate a deal with the

respondents), the respondents have put in appearance and filed their short reply. I may note that on 08.07.2011, the respondent had stated that there was no possibility of any negotiation or settlement with the petitioner.

2. The reply filed by the respondent is limited to the challenge to the jurisdiction of this Court. The respondent has contended that this Court has no jurisdiction to entertain the present petition. Detailed arguments have been made by the parties, limited to the aforesaid aspect. As the aspect of jurisdiction goes to the root of the matter, I propose to deal with the same without entering into the merits of the dispute.

3. The submission of learned senior counsel for the respondent is that the agreement in question has been entered into between four parties, including the petitioner, and none of the parties is an Indian entity. **Resolution India Limited**, the petitioner is incorporated under the laws of Mauritius, having its registered office in Mauritius. **One Chrome LLC**, respondent No. 1, is a limited liability company incorporated in the USA; **Capital Services Holding Corp**, respondent No. 2 is a company incorporated in British Virgin Islands, and **Capital Servicing Co. Ltd**, respondent no.3 is a company incorporated in Japan.

4. The transaction in question relates to sale of shares by respondent no.1 to the petitioner, of its share holding in respondent

Nos. 2 and 3. Under Clause 17 of the agreement, it is specifically provided that the agreement shall be governed and construed in accordance with the laws of England and Wales. Therefore the substantive laws applicable to the agreement are the laws of England and Wales. Clause 17.2 of the agreement is relied upon, and the same reads as follows:-

*“17.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the aegis of the Singapore International Arbitration Centre (“SIAC”) and shall be governed by SIAC Rules then in force. The arbitration shall be conducted in Singapore by a panel of three arbitrators. The language for arbitral proceedings shall be English. The Parties each recognize the importance of complying with the SIAC Rules and any and all orders and directions made by the arbitrators or arbitration tribunal appointed or constituted in accordance with the SIAC Rules, and acknowledge, unequivocally and without reservation, that any failure by the respondent to submit(a) a response to the notice of arbitration, (b) a statement of defence, or (c) any other document in connection with any arbitration proceedings, in each case in accordance with the SIAC Rules (each, an “**Arbitration Failure**”) shall constitute an admission by the respondent that it has no valid defence to the dispute submitted to arbitration. Accordingly, any Arbitration Failure by the respondent shall entitle the claimant to a binding and enforceable Award (as such term is defined in the SIAC Rules), which Award shall be accepted by the Parties as a decision of the arbitration tribunal on the substance of the dispute and not be challenged by the respondent in any court or arbitration tribunal.”*

5. The submission of Mr. Mehra is that the parties had agreed that disputes relating to the existence, validity or termination of the agreement shall be finally resolved by arbitration under the aegis of the Singapore International Arbitration Centre (SIAC), and the same

shall be governed by the SIAC Rules in force. The arbitration is to be conducted in Singapore by a panel of three Arbitrators. Mr. Mehra submits that when the parties entered into the said agreement, it was not even in contemplation of any of them that the Indian Courts would have jurisdiction. He submits that this petition has been filed before this Court only on the premise that one of the Directors of the petitioner company is in India, and it is claimed that some payments under the agreement have been transmitted from the Indian banks. Mr. Mehra places strong reliance on a Division Bench judgment of this Court in **Max India Ltd. Vs. General Binding Corporation**, 2009 (3) Arb. L.R 162 (Delhi) (DB), and on the recent Supreme Court decision in **Videocon Industries Limited V. Union of India and Another**, 2011 (5) Scale 678. He submits that in the aforesaid judgments, the Courts have taken note of the earlier decision of the Supreme Court in **Bhatia International V. Bulk Trading S.A. and Another**, (2002) 4 SCC 105. He submits that by their agreement the parties have excluded the application of Part I of the Act.

6. In **Max India** (supra), the substantive law governing the contract was the Singapore law. The place of arbitration was Singapore and, therefore, the curial law was also the law of Singapore. The Court in this case concluded that Part I of the Act stood expressly excluded by agreement of parties and, therefore, a petition under Section 9 of the Arbitration and Conciliation Act was held to be not maintainable in the Indian Courts. It is argued that in **Max India** (supra), the Court had

found, as a matter of fact, that the agreement in question had been executed in Delhi, which is not so in the present case. In any event, even if it were to be found, as a matter of fact, that some part of action had arisen within the jurisdiction of this Court, that would not be sufficient to vest jurisdiction in this Court to entertain this petition, inasmuch, as, the parties have by their express agreement excluded the application of Part I of the Act wherein Section 9 is located. The Division Bench took note of the Supreme Court judgment in ***National Thermal Power Corporation vs. Singer Company and others***, (1992) 3 SCC 551, wherein it had been held that in the absence of express choice, a presumption arises that the laws of a country where the arbitration has to be held, would be the proper law. This presumption, of course, is rebuttable, having regard to the intention of the parties. The principles that the Division Bench culled out from the said judgment read as follows:-

“a) The express intention of the parties is generally decisive in determining the proper law of the contract. Only exception to this rule is that intention of the parties must be expressed bona fide and it should not be opposed to public policy.

b) In the absence of an express statement about the governing law, the inferred intention of the parties determines that law. True intention has to be discovered by applying "sound ideas of business, convenience and sense to the language of the contract itself". In such a case, selection of courts of a particular country as having jurisdiction in matters arising under the contract is usual, but not invariably, an intention of the parties that the system of law followed by those courts is the proper law by which they intend the contract to be governed.

c) Choice of place for submission to jurisdiction of the courts or for arbitration may prove to have little relevance for drawing an inference as to the governing law of

contract unless supported in that respect by the rest of the contract and the surrounding circumstances.

d) Where the parties have not expressly or impliedly selected the proper law, the courts impute an intention by applying the objective test to determine what the parties would have as just and reasonable persons intended as regards the applicable law had they applied their minds to the question. The intention of the parties is to be gathered, in such a case, on the yardsticks of "reasonable man". Proper law of a contract is, thus, the law which the parties have expressly or impliedly chosen or which is imputed to them by reasons of its closest and most intimate connection to the contract.

e) Proper law of arbitration agreement is normally the same as the proper law of contract. It is only in exceptional cases that it is not so even where the proper law of contract is expressly chosen by the parties. Normal presumption is that the law of a country where the arbitration is agreed to be held is the proper law of arbitration agreement, though it is rebuttable presumption.

f) Importantly, the validity, effect and interpretation of the arbitration agreement are governed by its proper law.

g) The parties have the freedom to choose the law governing an international commercial arbitration agreement. They may choose the substantive law governing arbitration as well as the procedural law governing the conduct of the arbitration.

h) Where the proper law of contract is expressly chosen by the parties such law must, in the absence of an unmistakable intention to the contrary, govern the arbitration agreement which, though collateral and ancillary to the main contract, is nevertheless part of such contract.

i) The arbitration proceedings are to be conducted in accordance with the law of the country in which the arbitration is held unless the parties have specifically chosen the law governing the conduct and procedure of arbitration. Normally, the appropriate courts of the seat of arbitration will have jurisdiction in respect of procedural matters concerning the conduct of arbitration.

j) The overriding principle is that the courts of the country whose substantive laws govern the arbitration agreement are the competent courts in respect of all matters arising under the arbitration agreement and the jurisdiction exercised by the courts of the seat of arbitration is merely concurrent and not exclusive and strictly limited to matters of procedure. All the matters in respect of arbitration agreement fall within the conclusive competence of the courts of the country whose laws govern the arbitration agreement. The concept of party autonomy in international contracts is restricted by all systems of law so far as it is not compatible with the proper law of the contract or the mandatory procedural rules of the place where the arbitration is agreed to be conducted or any overriding public policy.

k) The award rendered in the territory of a foreign State may be regarded as a domestic award in India where it is sought to be enforced by reason of Indian law being the proper law governing the arbitration agreement in terms of which the award was made.

l) An award is a foreign award not only because it is made in the territory of a foreign State, but because it is made in such a territory pursuant to an arbitration agreement not governed by the law of India. (This definition of foreign award, no doubt, was taken from the Foreign Awards Act, 1961). The same principle shall apply even when it is to be ascertained as to what would be the foreign award under the Act of 1996. The Court summed up the position in the following manner:

“51. In sum, it may be stated that the law expressly chosen by the parties in respect of all matters arising under their contract, which must necessarily include the agreement contained in the arbitration clause, being Indian law and the exclusive jurisdiction of the courts in Delhi having been expressly recognized by the parties to the contract in all matters arising under it, and the contract being most intimately associated with India, the proper law of arbitration and the competent courts both exclusively Indian, while matters of procedure connected with the conduct of arbitration are left to be regulated by the contractually chosen rules of the ICC to the extent that such rules are not in conflict with the public policy and the mandatory requirements of the proper law and of the law of the place of arbitration. The

Foreign Awards Act, 1961 has no application to the award in question which has been made on an arbitration agreement governed by the law of India.”
(emphasis supplied)

7. Mr. Mehra submits that in the present case there is nothing to show that the intention of the parties was to vest the Courts in India with jurisdiction. In paragraph 31 of this decision, the Division Bench observed as follows:-

“31. In the present case we do not have even to labour to find out the intention of the parties inasmuch as express and specific provisions are made in the arbitration clause manifesting the intention which is loud and clear. The two parties herein, one Indian and other American, have chosen neutral arbitral tribunal, namely, SIAC. It is also made clear that the arbitration proceedings would be conducted as per the rules of SIAC. Not only this, even contract is to be governed by the laws of Singapore. To remove any shadow of doubt the Agreement between the parties specifically vests jurisdiction on Singapore Courts. Thus, not only the proper law of contract but the proper law of arbitration agreement, procedural as well as substantive, is that of Singapore. This is an "unmistakable intention" expressed by the parties governing the contract and arbitration proceedings. Consequences which follow are that the validity, effect and interpretation of arbitration agreement are governed by the laws of Singapore; the arbitration proceedings are to be conducted as per the laws of Singapore where the arbitration proceedings are going to be held **and therefore, even in the absence of specific provision, normally the jurisdiction in respect of procedural matters concerning the conduct of arbitration has to be of Singapore Courts.** In the present case, however, the "overriding principle", which is also applicable is that it is the courts of Singapore only which will have the jurisdiction as substantive law governing the arbitration agreement is of that country and the agreement also states so loudly and clearly. This overriding principle mentioned in the *Singer Company* (supra) is stated in the following terms:

26...But the overriding principle is that the courts of the country whose substantive laws govern the arbitration agreement are the competent courts in respect of all matters arising under the arbitration agreement, and the jurisdiction exercised by the courts of the seat of arbitration is merely concurrent and not exclusive and strictly limited to matters of procedure. All other matters in respect of the arbitration agreement fall within the exclusive competence of the courts of the country whose laws govern the arbitration agreement. [See Mustill & Boyd, Commercial Arbitration, 2nd edn.; Allen Redfern and Martin Hunter, Law & Practice of International Commercial Arbitration, 1986; Russel on Arbitration, 20th edn., (1982); Cheshire & North's Private International Law, 11th edn. (1987).]" (emphasis supplied)

8. The Division Bench rejected the contention of the Appellant based on **A.B.C Laminart Pvt. Ltd. & Anr. v. A.P. Agencies, Salem**, (1989) 2 SCC 163. The Court rejected the reliance placed by the appellant on **Bhatia International** (supra) in para 35 of the decision by relying upon para 32 of the said decision which, inter alia, records:

"32. In cases of international commercial arbitrations held out of India provisions of Part I would apply unless the parties by agreement, express or implied, exclude all or any of its provisions. In that case the laws or rules chosen by the parties would prevail. Any provision, in Part I, which is contrary to or excluded by that law or rules will not apply."

9. The Division Bench observed that the Supreme Court in **Bhatia International** (supra) applied Part I to the international commercial arbitration held outside India, subject to a rider, that the parties by agreement, express or implied, can exclude all or any of its provisions.

In that case, the laws or rules chosen by the parties have to prevail. The Division Bench observed that in the case before it, the substantive as well as the curial, i.e., procedural law applicable to the arbitration chosen by the parties, is that of Singapore, and even the Courts of Singapore were accepted as a forum to agitate the matters which would come within the domain of court proceedings. It also observed that under the Rules of SIAC, interim measures could be granted by the arbitral tribunal, and under the Singapore Arbitration Act, 2001 which was the law applicable in that case, specific power is vested in the Courts for passing such interim measures.

10. In ***Videocon Industries*** (supra), Article 33.1 of the agreement in question provided that, subject to the provisions of Article 34.12, the contract shall be governed and interpreted in accordance with the laws in India. Article 34.12 provided that the venue of arbitration proceedings shall be Kuala Lumpur, Malaysia. It was also provided that, notwithstanding the provisions of Article 33.1, the arbitration agreement contained in Article 34 shall be governed by the laws of England. Therefore, though the substantive law applicable to the contract was the Indian law, the laws of arbitration had been agreed between the parties to be the law of England.

11. The Supreme Court considered the decision in ***Bhatia International*** (supra) and also considered the judgment of the learned single Judge of the Gujarat High Court in ***Hardy Oil and Gas***

Ltd. vs. Hindustan Oil Exploration Co. Ltd & Ors, 2006 (1) GLR 658.

12. In **Hardy Oil** (supra), the agreement provided that the said agreement shall be governed by, and construed in accordance with, the substantive laws in India. Disputes were to be resolved through arbitration under the rules of the London Court of International Arbitration. The place of arbitration had been agreed as London and the law governing arbitration was agreed to be the England law. The learned single Judge, after referring to **Bhatia International** (supra), upheld the order of the learned District Judge whereby he held that the Civil Court had no jurisdiction to entertain a petition under Section 9 of the Act, as the provisions of the Act could not be invoked to question the arbitration proceedings, or the award. The Supreme Court in paragraph 18 of its decision approved the decision of the Gujarat High Court in **Hardy Oil** (supra), on the basis that the parties had agreed that the law governing the arbitration will be the English law. This necessarily implied that the parties had desired to exclude the provisions of Part I of the Act. Consequently, it was held that the High Court of Delhi did not have jurisdiction to entertain the petition under Section 9 of the Act, and the mere fact that the appellant had earlier filed a similar petition was not sufficient to clothe that High Court with the jurisdiction to entertain the petition filed by the respondents.

13. Mr. Mehra, learned senior counsel for the respondents has also

placed reliance on **M/s Dozco India P. Ltd V. M/s Doosan Infracore Co.Ltd**, Arb.P.No.5/2008 decided by Mr. Justice V.S. Sirpurkar on 08.10.2010, whereby he rejected a petition preferred under Section 11(6) of the Act.

14. In that case, Articles 22 and 23 of the contract read as follows:-

"Article 22. Governing Laws - 22.1: *This agreement shall be governed by and construed in accordance with the laws of The Republic of Korea.*

Article 23. Arbitration - 23.1: *All disputes arising in connection with this Agreement shall be finally settled by arbitration in Seoul, Korea (or such other place as the parties may agree in writing), pursuant to the rules of agreement then in force of the **International Chamber of Commerce** (emphasis supplied)"*

15. On the basis of the aforesaid clauses, the submission of the respondent was that the Courts in India did not have jurisdiction as the parties had excluded the application of Part I of the Act. Justice Sirpurkar considered various decisions, including the decision in **Bhatia International** (supra) and concluded that the language of Articles 22 and 23 of the agreement between the parties spelled out a clear agreement between them to exclude Part I of the Act. It was held that **Bhatia International** (supra) and the other decisions relied upon by the petitioner were not applicable to the present case. It was also held that Article 23.1 suggests that the law governing the arbitration will be the Korean Law and the seat of arbitration will be Seoul in Korea. Consequently the petition was dismissed by the Supreme Court.

16. On the other hand, Mr. Verma submits that the Supreme Court in ***Bhatia International*** (supra) had held that the provisions of Part I of the Act are equally applicable to international commercial arbitrations held outside India, unless the provisions thereof had been excluded by agreement between the parties expressly or impliedly, as they are applicable to international commercial arbitrations held in India. The Supreme Court in that case had relied upon Article 23 of the ICC Rules which permitted the parties to apply to a competent judicial authority for interim or conservatory measures. He submits that similarly, the arbitration rules of the SIAC in Article 26.3 permits the parties to make a request for interim relief to a judicial authority prior to the constitution of the tribunal, or in exceptional circumstances even thereafter, and the same has been declared as not being incompatible with the SIAC Rules. He submits that, therefore, the invocation of the jurisdiction of this Court cannot be said to be prohibited by the Rules of the SIAC.

17. Mr. Verma submits that payments under the contract had been sent from Delhi and in this regard he places reliance on the swift message dated 23.03.2010 whereby US\$ 190000 was sent from New Delhi to respondent No.2. He submits that various other payments have also been sent from Delhi. He also relies upon the e-mail communication sent from Delhi to Tokyo whereby the signed and scanned copy of the contract was sent by the petitioner to the respondent's counsel. He submits that in this case the parties did not

sit together to sign the contract in one place and the contract was executed by exchange of documents over e-mail. Mr. Verma submits that the decision of the Division Bench in **Max India** (supra) was rendered in the facts of that case which specifically provided that the Courts in Singapore would have jurisdiction. It is this fact which weighed with the Division Bench while rendering its decision. He stressed upon the observations of the Division Bench in para 40 of the decision in **Max India Ltd.**(supra), which reads as follows:-

"40. When the parties chose that Courts at Singapore shall have the jurisdiction they were conscious of the fact that even if any interim measure would be needed during the pendency of arbitral proceedings, adequate remedy was provided in the SIAC Rules as well as Singapore Arbitration Act. Matter can be looked from another angle as well. What happens after the award is rendered by the Arbitral Tribunal? Such an award in the present case would normally be challenged in Singapore Court. Supreme Court judgment in Venture Global (supra) which permitted mixed foreign award challengeable under Section 34 of the Arbitration Act, 1996 in an Indian Court also provides that provisions of Part I would be applicable to international commercial arbitration held out of India "unless any or all such provisions have been excluded by agreement between the parties, expressly or by implication". The manner in which Singapore laws, substantive as well as curial, are made applicable and jurisdiction is also conferred upon the Singapore Court, it amounts to exclusion of those provisions by necessary implication. It would, thus, be an incongruous situation where not only arbitration proceedings but all other judicial proceedings are to take place in Singapore and at the same time parties are permitted to have recourse to Indian Arbitration and Conciliation Act, 1996 in so far as invocation of Section 9 thereof is concerned. Once it is accepted that laws for interpretation of contract as well as arbitration proceedings which are to be applied are Singapore laws which means provisions of Singapore Arbitration Act, 2001 are applicable, can there be a situation where Indian Arbitration and Conciliation Act, 1996 shall also apply at the same time (even to a limited extent of Section 9

thereof) as is sought to be contended. Answer has to be in the negative.”

18. Mr. Verma submits that this Court in ***Naval Gent Maritime Ltd Vs. Shivnath Rai Harnarain (I) Ltd.***, 2000 (54) DRJ 639, and ***Dominant Offset Pvt. Ltd. Vs. Adamovske Strojirny A.S.***, 68 (1997) DLT 157, had, even prior to the decision of the Supreme Court in ***Bhatia International*** (supra) taken the same view that this Court would have jurisdiction to entertain a petition under Section 9 of the Act in cases where the applicability of Part I of the Act had not been excluded. He also places reliance on ***Mayar (H.K) Ltd. and Ors. V. Owners and Parties, Vessel M.V. Fortune Express and Ors.***, AIR 2006 SC 1828, to submit that the aspect of jurisdiction should not be determined at the preliminary stage, and the parties should be permitted to place material before the Court before it arrives at its conclusion, unless there is a clause for ouster of jurisdiction.

19. I have heard and considered the submissions of learned counsels for the parties. I am of the view that this Court does not have the jurisdiction to entertain the present petition. As already noticed above, neither of the parties to the agreement in question are situated within the jurisdiction of this Court. The subject matter of the contract is also not within the jurisdiction of this Court. The only circumstances whereby the petitioner claims that a part of cause of action has arisen within the jurisdiction of this Court are, firstly, the signing of the contract by the petitioner's representative in Delhi and the sending

through e-mail thereof to the respondent's counsel, and, secondly, the making of payment under the contract from a bank in Delhi.

20. Even if it were to assumed that a part of cause of action has indeed arisen within the jurisdiction of this Court that, by itself, is not sufficient to vest jurisdiction in this Court, as the parties clearly appear to have expressly excluded the jurisdiction of the Indian Courts under Article 17 of the agreement. Not only the substantive law applicable to the contract in question is not the Indian law (it is the law of England and Wales which substantively applies to the contract), even in relation to arbitration, it is agreed that the arbitration shall be held at Singapore under the aegis of the SIAC Rules in force.

21. The submission of Mr. Verma that in the present case there is no clause which vests the Singapore Court with jurisdiction, and, therefore, the decision in **Max India** (supra) is not applicable, cannot be accepted. In **Singer Company** (supra), the Supreme Court has held that the proper law of arbitration is normally the same as the proper law of contract. Normal presumption is that the law of the country, where the arbitration is agreed to be held, is the proper law of arbitration agreement. Where the proper law of contract is expressly chosen by the parties, such law must, in the absence of an unmistakable intention to the contrary, govern the arbitration agreement. All the matters in respect of arbitration agreement fall within the conclusive competence of the Courts of the country whose

law govern the arbitration agreement.

22. In the present case, the petitioner has not been able to point out any fact or circumstance, or any clause of the agreement to even remotely suggest (far from unmistakably suggest) that the parties ever intended that the proper law of arbitration would be the Indian law and not the substantive law of the contract.

23. As noted by the Division Bench, the Singapore Arbitration Act, 2001 gives jurisdiction to the Courts of Singapore to pass orders granting interim measures to the parties. Therefore, even if the agreement in **Max India** (supra) had been silent, and had not specifically provided that the Courts at Singapore would have jurisdiction, that would have made no difference, as that statement was nothing more than an expression of the legal consequence which would flow from the facts that: the substantive law applicable to the contract was the law of Singapore; there was nothing to rebut the presumption that the parties had agreed that the proper law of arbitration would be the law of Singapore, or to demonstrate the intention of the parties that the proper law of the contract would be the Indian law, and; the arbitration had been agreed to be held in Singapore under the Rules of SIAC.

24. The aforesaid distinction cannot make a difference also for the reason that in the case of **Videocon Industries** (supra) there was no such clause vesting jurisdiction in the Courts at Kuala Lumpur. Despite

the fact that the substantive law of contract in **Videocon Industries** (supra) was the Indian law, and one of the parties to the contract was an Indian party, since the parties had agreed that the arbitration shall be held at Kuala Lumpur and shall be governed by the English law, the supreme Court held, by following the decision in **Bhatia International** (supra), and while approving the judgment of the Gujarat High Court in **Hardy Oil** (supra), that the parties had agreed to exclude the provisions of Part I of the Act.

25. I find force in the submission of Mr. Mehra that in the present case, it could not have been in the contemplation of any of the parties when they signed their agreement, that Courts in India would have jurisdiction, as neither of the parties are located in India, nor the subject matter of the agreement is in India. I hold that the parties excluded the application of Part I of the Act by their agreement in the facts and circumstances of this case. Reliance placed by Mr. Verma on **Bhatia International** (supra) and the earlier decisions of this Court in **Dominant Offset** (supra) and **Naval Gent Maritime Ltd.** (supra) is of no avail in the facts of this case. The decision in **Bhatia International** (supra) has been considered and applied by the Division Bench in **Max India** (supra) as well as by the Supreme Court in **Videocon Industries** (supra). The determination of the issue of jurisdiction in this case does not require any trial to be conducted as it is a purely legal issue and, therefore, the decision in **Mayar (H.K) Ltd.** (supra) has no application in the present case. For the aforesaid

reasons, I hold this Court has no jurisdiction and therefore this petition is dismissed.

VIPIN SANGHI, J

AUGUST 02, 2011
AS