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

Date of decision: 18th December, 2012

+ **MAC. APP. 541/2012**

ORIENTAL INSURANCE CO. LTD. Appellant
Through: Mr. A.K. Soni, Advocate.

Versus

PARVIN DEVI & ORS. Respondents
Through: Ms. Pooja Goel, Advocate.

+ **MAC. APP. 542/2012**

ORIENTAL INSURANCE CO. LTD. Appellant
Through: Mr. A.K. Soni, Advocate.

Versus

SAVITA DEVI & ORS. Respondents
Through: Ms. Pooja Goel, Advocate.

+ **MAC. APP. 543/2012**

ORIENTAL INSURANCE CO. LTD. Appellant
Through: Mr. A.K. Soni, Advocate.

Versus

NIRU AGGARWAL & ORS. Respondents
Through: Ms. Pooja Goel, Advocate.

+ **MAC. APP. 544/2012**

ORIENTAL INSURANCE CO. LTD. Appellant
Through: Mr. A.K. Soni, Advocate.

Versus

KUSUM DEVI & ORS. Respondents
Through: Ms. Pooja Goel, Advocate.

+ **MAC. APP. 545/2012**

ORIENTAL INSURANCE CO. LTD. Appellant
Through: Mr. A.K. Soni, Advocate.

Versus

PARVESH JAIN & ORS. Respondents
Through: Ms. Pooja Goel, Advocate.

+ **MAC. APP. 548/2012**

ORIENTAL INSURANCE CO. LTD. Appellant
Through: Mr. A.K. Soni, Advocate.

Versus

GOVIND SHARMA & ORS. Respondents
Through: Ms. Pooja Goel, Advocate.

+ **MAC. APP. 553/2012**

ORIENTAL INSURANCE CO. LTD. Appellant
Through: Mr. A.K. Soni, Advocate.

Versus

BRAHAMWATI & ORS. Respondents
Through: Ms. Pooja Goel, Advocate.

CORAM:
HON'BLE MR. JUSTICE G.P.MITTAL

J U D G M E N T

G. P. MITTAL, J. (ORAL)

1. These seven Appeals arise out of a common judgment dated 28.02.2012 passed by the Motor Accident Claims Tribunal(the Claims Tribunal) whereby seven Claim Petitions were decided awarding various amount of compensation, which is extracted hereunder:

S. No.	MAC. APP.No.	Suit No.	Name of the injured/ deceased	Name of the claimant	Amount of compensation awarded
1.	541/12	628/10	Gajender Rastogi	Parvin Devi & Ors	₹5,08,000/-
2.	542/12	621/10	Yakshit Sharma @ Jhonny	Savita Devi & Ors	₹2,92,000/-
3.	543/12	623/10	Deepak Aggarwal	Niru Aggarwal & Ors.	₹9,68,000/-
4.	544/12	624/10	Sonu Kumar	Kusum Devi & Ors	₹5,94,400/-
5.	545/12	625/10	Parvesh Jain	Parvesh Jain	₹95,700/-
6.	548/12	629/10	Nitin Sharma	Govind Sharma	₹2,46,000/-
7.	553/12	627/10	Shailesh Bhati	Brahamwati & Ors.	₹5,54,800/-

2. There is twin challenge to the impugned judgment. First, the insured vehicle Scorpio Car No.DL-7-CC-6848 was being used by Respondent Nirmal Kumari for hire and reward, the Appellant was, therefore, entitled to avoid the contract of insurance. Second, the increase towards inflation could not have been awarded by the Claims Tribunal. Reliance is placed

on *Smt. Dhaneshwari & Anr. v. Tejeshwar Singh & Ors.*, (MAC.APP. 997/2011) decided on 19.03.2012.

3. On the other hand, the learned counsel for the Respondents(Claimants) urges that the Appellant Insurance Company failed to prove that the Respondent Nirmal Kumari permitted the driver to use the vehicle for hire and reward. No legal evidence whatsoever was produced by the Appellant Insurance Company to prove that there was any breach of the terms and conditions of the policy. Thus, the Appellant Insurance Company cannot be permitted to avoid the contract of insurance. It is contended that the compensation awarded by the Claims Tribunal is very conservative and needs enhancement.
4. I shall deal with the issues one by one.

LIABILITY:

5. The Claims Tribunal dealt with the issue of liability in paras 66 to 69 of the impugned judgment, which are extracted hereunder:

“66. Respondent no. 1 examined herself as RIW1 and deposed that she was owner of vehicle no. DL-7CC-6848 and Sh. Sushil Garg was her driver and was working with her as driver for the last three years. On 10.01.2010, her driver Sh. Sushil Garg asked her for the said vehicle as he wanted to go to Vaishno Devi for pilgrimage alongwith his friend and she gave the said vehicle and on 12.01.2010 she came to know about the accident through newspaper. RIW1 stated that she had not given the said vehicle on hire or for using for commercial purpose. During cross-examination, RIW1 stated that she was paying salary of Rs. 4,000 per month to Sh. Sushil Kumar and she did not have any document to show that Sh. Sushil Kumar was her driver and she had no knowledge if Sh. Sushil Kumar was using the vehicle for commercial purpose at the time of accident. RIW1 also stated that Sh. Sushil Kumar was being paid salary by her husband and was working in the workshop of her husband. RIW1 further stated that whenever she was to go to any place Sh. Sushil Kumar was driving her vehicle and Sh.

Sushil Kumar was not her driver and she was not paying salary to Sh. Sushil Kumar.

67. On the other hand, insurance company examined two witnesses. R3W1 Sh. Iqbal Singh, Investigator deposed that he carried out investigation and submitted his report to the company on 09.12.2010. He stated that during investigation he met with IO of the case and also contacted the other persons and the IO and the other person informed him that vehicle involved in accident was brought by the persons travelling in the same on hire basis. During cross-examination, R3W1 stated that he did not know on what basis IO has stated that vehicle involved was hired one and he did not know the name of the person with whom he has investigated the matter. R3W1 stated that he never investigated from the injured persons. R3W1 further stated that he did not record the statement of IO or any public witness and he did not have any documentary proof to show about the use of the vehicle by the passengers.

68. R3W2 Sh. V.D. Talwar exhibited the copy of the policy as R3W2/1. R3W2 further stated that he was relying upon Ex.PW-1/9.

69. I have gone through the material on record. As per the report of the investigator the vehicle was taken on hire. The investigator has admitted that he has not recorded statement of any person nor placed on record any document to show that the vehicle was being used for commercial purpose. The report of the investigator is based on hear say. Further no question was put by the Insurance company to the injured person nor any suggestion was given to the injured that vehicle was being used for commercial purpose. The insurance company failed to establish that vehicle was being used for commercial purpose or was taken on hire basis."

6. Primarily, the learned counsel for the Appellant Insurance Company relies on the closure report filed by SHO P.S. Bharari, District Bilaspur, H.P. wherein the SHO had recorded that one of the occupants of the

Scorpio Car (Parvesh Jain) informed the Investigating Officer that they had hired the Scorpio Car from Delhi on 10.01.2010. Iqbal Singh, the Investigator appointed by the Appellant Insurance Company was produced as R3W1 who deposed that as per the investigation carried by him and the information received from IO of the criminal case, the persons were travelling in the Scorpio on hire basis.

7. Parvesh Jain appeared as his own witness(PW11). He proved his affidavit Ex.PW11/A. He testified that on the night intervening 11.01.2010 and 12.01.2010 at 00.10 a.m., he along with other occupants of Scorpio Car No. DL-7-CC-6848 reached near Village Dhadhol, P.S. Brari, District Bilaspur. The driver of the Scorpio Car No. DL-7-CC-6848 was driving the same rashly and negligently and without taking due caution and without following rules of the road. Because of his rash and negligent driving, he lost control of the vehicle which skid off the road and fell into a gorge at Village Dhadhol. He did not state a word that he or any occupant of the Scorpio Car had paid any consideration to the driver for travelling to Shimla or Vaishno Devi. No suggestion was given to PW11 that he or any other person was travelling in the Scorpio Car on hire charges. He was not confronted with his statement alleged to have been made to the police. It is well settled that statement under Section 161 Cr.P.C. is not a substantive piece of evidence. It can be used to discredit a witness by drawing his attention to the said statement. That was not done by the Appellant in cross-examination of PW11.
8. As against this, Respondent Nirmal Kumari, owner of the Scorpio Car entered the witness box as R1W1 and testified that she had permitted their driver Sushil Kumar to take the Scorpio Car for visiting Vaishno Devi on a pilgrimage along with his friends. Of course, a suggestion was

given to R1W1 that Sushil Kumar was using the said vehicle for commercial purpose, but the same was denied by R1W1.

9. It is true that R3W1 who is an Investigator appointed by the Appellant deposed that as per his investigation the vehicle was being used for hire at the time of the accident. As observed by the Claims Tribunal in his testimony was only a hearsay evidence and was of no consequence.
10. It is well settled that the initial onus to prove breach of the terms and conditions of the policy is on the insured. The Insurance Company failed to discharge the said onus. Thus, even if R1W1's testimony is ignored as to the circumstances under which the vehicle was entrusted to Sushil Kumar who was driving the vehicle at the time of the accident, no material has been brought on record by the Appellant to prove wilful breach of the terms and conditions of policy. The Appellant, therefore, cannot be permitted to avoid the contract of insurance.
11. The finding on negligence reached by the Claims Tribunal is not disputed by the Appellant Insurance Company; the same has, therefore, attained finality.
12. Now is the time to deal with the quantum of compensation.

MAC.APP.542/2012

13. This Appeal relates to death of Yakshit Sharma @ Jhonny who was aged 22 years at the time of the accident. During inquiry before the Claims Tribunal, it was claimed that the deceased was working as a Finance Executive with M/s. Win Medicare Pvt. Ltd., MZ-7, Modi Tower, 98 Nehru Place, New Delhi and was earning ₹8,500/- per month. The Claimant admitted that she had no documentary evidence with regard to Yakshit's employment or his salary. The Claims Tribunal, therefore,

took minimum wages of an unskilled worker (₹4,000/-), added 50% towards inflation, deducted 1/2 towards personal and living expenses(in case of a bachelor) and applied a multiplier of 7 as the age of the Claimant was 63 years.

14. This Court in *Rakhi v. Satish Kumar & Ors.* (MAC. APP. 390/2011) decided on 16.07.2012, referred to the reports of the Supreme Court in *General Manager, Kerala State Road Transport Corporation, Trivandrum v. Susamma Thomas (Mrs.) and Ors.* (1994) 2 SCC 176, *Sarla Dixit v. Balwant Yadav*, (1996) 3 SCC 179, *Bijoy Kumar Dugar v. Bidya Dhar Dutta & Ors*, (2006) 3 SCC 242, *Sarla Verma & Ors. v. Delhi Transport Corporation & Anr*, (2009) 6 SCC 121 and *Santosh Devi v. National Insurance Company Ltd. & Ors.*, 2012 (4) SCALE 559 and held that as per *Santosh Devi* even in the absence of any evidence as to future prospects an increase of 30% in the income has to be provided where the victim had fixed income or was a self employed person. Relevant portion of *Santosh Devi* is extracted hereunder:-

“14.....In our view, it will be naive to say that the wages or total emoluments/income of a person who is self-employed or who is employed on a fixed salary without provision for annual increment, etc., would remain the same throughout his life. The rise in the cost of living affects everyone across the board. It does not make any distinction between rich and poor. As a matter of fact, the effect of rise in prices which directly impacts the cost of living is minimal on the rich and maximum on those who are self- employed or who get fixed income/emoluments. They are the worst affected people. Therefore, they put extra efforts to generate additional income necessary for sustaining their families. The salaries of those employed under the Central and State Governments and their agencies/instrumentalities have been revised from time to time to provide a cushion against the rising prices and provisions have been made for providing security to the families of the deceased

employees. The salaries of those employed in private sectors have also increased manifold. Till about two decades ago, nobody could have imagined that salary of Class IV employee of the Government would be in five figures and total emoluments of those in higher echelons of service will cross the figure of rupees one lac. Although, the wages/income of those employed in unorganized sectors has not registered a corresponding increase and has not kept pace with the increase in the salaries of the Government employees and those employed in private sectors but it cannot be denied that there has been incremental enhancement in the income of those who are self-employed and even those engaged on daily basis, monthly basis or even seasonal basis. We can take judicial notice of the fact that with a view to meet the challenges posed by high cost of living, the persons falling in the latter category periodically increase the cost of their labour. In this context, it may be useful to give an example of a tailor who earns his livelihood by stitching cloths. If the cost of living increases and the prices of essentials go up, it is but natural for him to increase the cost of his labour. So will be the cases of ordinary skilled and unskilled labour, like, barber, blacksmith, cobbler, mason etc. Therefore, we do not think that while making the observations in the last three lines of paragraph 24 of Sarla Verma's judgment, the Court had intended to lay down an absolute rule that there will be no addition in the income of a person who is self-employed or who is paid fixed wages. Rather, it would be reasonable to say that a person who is self-employed or is engaged on fixed wages will also get 30 per cent increase in his total income over a period of time and if he / she becomes victim of accident then the same formula deserves to be applied for calculating the amount of compensation."

15. Admittedly, there was no evidence with regard to deceased Yakshit's future prospects. Thus, addition of 50% could not have been given. On the other hand, an addition of 30% should have been made on account of inflation.

16. It is urged by the learned counsel for the Claimant that Claimant Savita Devi on the date of the accident, that is, in January, 2010 was only about 56 years as according to the identity card issued by the Election Commission of India, she was aged 40 years as on 01.01.1994. A copy of the voter card was also presented during the course of arguments.
17. A meagre compensation of ₹2,92,000/- was awarded in favour of the Claimant Savita Devi for the death of her young son aged 22 years. If a multiplier of 7 is applied on addition of 30%, the loss of dependency comes to ₹2,18,400/- (₹4000/- + 30% x 1/2 x 12 x 7) and on making addition of ₹25,000/- towards loss of love and affection and ₹10,000/- each towards loss to estate and funeral expenses, the overall compensation comes to ₹2,63,400/-. If the multiplier of 9 is applied, the compensation awarded will be slightly less than ₹2,92,000/- which was awarded by the Claims Tribunal. Admittedly, this voter identity card was not produced during inquiry before the Claims Tribunal. Keeping in view death of a young son, overall compensation of ₹2,92,000/- cannot be said to be excessive and exorbitant.
18. The amount of compensation does not call for any interference.
19. The Appeal, therefore, has to fail; it is accordingly dismissed.

MAC.APP.543/2012

20. This Appeal relates to death of Deepak Aggarwal. During inquiry before the Claims Tribunal, it was claimed that deceased was working as a Government contractor. However, no evidence with regard to the deceased's income or his profession was produced. In this case also, the Claims Tribunal took the minimum wages of an unskilled worker, made an addition of 50% towards inflation on the basis of judgment in *Kiran*

Devi & Ors. v. Surjeet Yadav & Ors. (MAC.APP.511/2009) decided on 18.01.2010, deducted 1/4th towards the personal and living expenses (as the number of dependents were 4) and applied a multiplier of 17 to compute the loss of dependency as ₹9,18,000/-.

21. By applying *Santosh Devi* as stated in the earlier part of the judgment, an addition of 30% could have been made against 50% given by the Claims Tribunal. The loss of dependency thus comes to ₹7,95,600/-(4,000/- + 30% x 3/4 x 12 x 17).
22. The compensation of ₹5,000/- towards funeral expenses is enhanced to ₹10,000/-.
23. On making addition of ₹25,000/- towards loss of love and affection and ₹10,000/- each towards loss to estate and loss of consortium, the overall compensation comes to ₹8,50,600/-.
24. The excess compensation of ₹1,17,400/- along with proportionate interest and the interest accrued, if any, during the pendency of the Appeal shall be refunded to the Appellant Insurance Company.
25. The compensation awarded shall be disbursed/held in fixed deposit in favour of the Claimants in terms of the orders passed by the Claims Tribunal.
26. The Appeal is disposed of in above terms.

MAC.APP.544/2012

27. This Appeal relates to death of Sonu Kumar. During inquiry before the Claims Tribunal, it was claimed that deceased was working as a sales executive in M/s. Double Diamond Tea Company, C-10, Patparganj Industrial Area, Delhi and was getting a salary of ₹6,000/- per month. It was proved on record that the deceased was a matriculate. The Claims

Tribunal in the absence of any evidence with regard to the deceased's income took minimum wages of a matriculate, made an addition of 50% towards inflation, deducted 50% towards personal and living expenses and awarded a sum of ₹5,54,400/- towards loss of dependency.

28. For the reasons stated in the earlier part of the judgment, addition of 50% towards inflation could not have been given. In view of *Santosh Devi*, addition of only 30% could be awarded towards inflation. The loss of dependency thus comes to ₹4,80,480/- (₹4,400/- + 30% x 1/2 x 12 x 14).
29. The compensation awarded towards funeral expenses is raised from ₹5,000/- to ₹10,000/-.
30. On making addition of ₹25,000/- towards loss of love and affection and ₹10,000/- towards loss to estate, the overall compensation comes to ₹5,25,480/-.
31. The excess compensation of ₹68,920/- along with proportionate interest and the interest accrued, if any, during the pendency of the Appeal shall be refunded to the Appellant Insurance Company.
32. The compensation awarded shall be disbursed/held in fixed deposit in favour of the Claimants in terms of the orders passed by the Claims Tribunal.
33. The Appeal is disposed of in above terms.

MAC.APP.545/2012

34. An overall compensation of 95,700/- was awarded in favour of the Respondent (Claimant) Parvesh Jain who suffered grievous injuries in this case. The quantum of compensation is not challenged by the learned counsel for the Appellant.
35. The Appeal, therefore, has to fail and is dismissed.

36. The compensation awarded shall be disbursed in favour of the Claimants in terms of the orders passed by the Claims Tribunal.

MAC.APP.548/2012

37. This Appeal relates to death of Nitin Sharma. The Claim Petition was preferred by the parents of the deceased. Govind Sharma, the deceased's father expired during pendency of the Claim Petition.
38. During inquiry before the Claims Tribunal, it was claimed that deceased Nitin Sharma was working as a sales executive with M/s. Win Medicare Pvt. Ltd. and earning ₹12,000/- per month. PW10 produced from M/s. Win Medicare Pvt. Ltd., however, stated that the deceased had a total income of ₹4,000/- per month from M/s. Win Medicare Pvt. Ltd. The Claims Tribunal observed that the appointment letter of the deceased was not placed on record and proceeded to compute the compensation on minimum wages of an unskilled worker, which was also ₹4,000/- per month. Thus, even if the deceased's income as per PW10 was accepted, the same was ₹4,000/- per month only. The Claims Tribunal deducted 2/3rd of the deceased's income as the deceased father had also expired during the pendency of the Claim Petition, which was not permissible. The deduction towards the personal and living expenses, even if the deceased is survived only by his widowed mother, is 50%. Following the principles as have been mentioned in the earlier part of the judgment, the loss of dependency comes to ₹2,80,800/- (₹4,000/- + 30% x 1/2 x 12 x 9).
39. The Claimant is further entitled to a sum of ₹25,000/- towards loss of love and affection (as awarded by the Claims Tribunal) and ₹10,000/- each towards funeral expenses and loss to estate. The overall compensation thus comes to ₹3,25,800/-.

40. The enhanced compensation of ₹79,800/- shall carry interest @ 7.5% per annum from the date of filing of the Petition till its payment.
41. In this case, no Cross-Appeal or Cross-Objections have been filed by the Claimant. In the case of *Oriental Insurance Company Limited v. Mamta Rani & Ors.*, MAC APP.629/2010, decided on 06.09.2012 this Court noticed the Supreme Court judgments in *Nagappa v. Gurudayal Singh*, (2003) 2 SCC 274; *Ibrahim v. Raju*, AIR 2012 SC 534; *New India Assurance Co. Ltd. v. Gopali & Ors.*, Civil Appeal No.5179 of 2012 decided on 05.07.2012 and a judgment of the learned Single Judge of this Court in *National Insurance Co. Ltd. v. Komal & Ors.*, MANU/DE/2870/2012, and held that the Court can increase the compensation without filing any Cross Appeal or Cross Objections.
42. The enhanced compensation of ₹79,800/- along with interest shall be deposited with the Claims Tribunal within six weeks. 50% of the enhanced compensation shall be held in fixed deposit for a period of two years, rest shall be released on deposit.
43. The Appeal is disposed of in above terms.

MAC.APP.553/2012

44. This Appeal relates to death of Shailesh Bhati, a bachelor who was pursuing B.C.A. at Modern College of Professional Studies, Anand Industrial Area, Mohan Nagar, U.P. Since the deceased was pursuing graduation, the Claims Tribunal took minimum wages of a matriculate to compute the loss of dependency.
45. It is no longer *res integra* that potential income of a student pursuing a professional course is to be taken into consideration to award loss of dependency to the parents. In the case of *Haji Zainullah Khan (Dead)* by

Lrs. v. Nagar Mahapalika, Allahabad, 1994 (5) SCC 667, death of a young boy, aged 20 years took place in an accident which happened in the year 1972. The deceased was a student of B.Sc Ist year (Biology), a compensation of ₹ 1,46,900/- was increased and rounded off to ₹ 1,50,000/-.

46. In *Ganga Devi & Ors. v. New India Assurance Co. Ltd. & Ors.*, MAC APP. 359/2008, decided by this Court on 23.11.2009, which related to the death of a student (studying medicine) who was doing internship and was to be awarded MBBS degree in a short time, the Tribunal awarded a compensation of ₹ 9,35,352/- on the basis of the minimum wages of a Graduate. This Court observed that although the deceased was getting a stipend of ₹ 5,000/- per month at the time of his death in the accident, he would have ultimately joined as a doctor at a salary ranging between ₹ 16,000/- per month to ₹ 25,000/- per month. Thus, average monthly income of the deceased was taken as ₹ 18,000/- and after adding 50% towards future prospects, the compensation was enhanced to ₹ 21,36,000/-.
47. In *Ramesh Chand Joshi v. New India Assurance Company* MAC APP.212-213/2006 decided on 20.01.2010 this Court took the potential income of a BE (Bio-Technology) First year student of Delhi College of Engineering (DCE) as ₹ 38,333/- per month.
48. Deceased Shailesh Bhati was doing B.C.A. from an ordinary college in the State of U.P. I would take his potential income to be ₹10,000/- per month. The deceased's mother at the time of Shailesh's death was aged 47 years. The loss of dependency thus comes to ₹7,80,000/-(₹10,000/- x 12 x 1/2 x 13).
49. On making an addition of ₹25,000/- towards loss of love and affection

and ₹10,000/- each towards funeral expenses and loss to estate, the overall compensation thus comes to ₹8,25,000/-.

50. The enhanced compensation of ₹2,70,200/- shall carry interest @ 7.5% per annum from the date of filing of the Petition till its payment. The enhanced compensation shall be equally disbursed between the deceased's parents. 50% of the enhanced compensation shall be held in fixed deposit for a period of two years, rest shall be released on deposit.
51. The Appeal is disposed of in above terms.

MAC.APP.541/2012

52. This Appeal relates to death of Gajender Rastogi, a bachelor aged 24 years.
53. During inquiry before the Claims Tribunal, it was claimed that deceased was working as a sales executive in M/s. Reliance Communications at C-6/112, Yamuna Vihar, Delhi and was getting a salary ₹8,000/- per month. In this case also, no evidence was produced with regard to the deceased's income or his employment. The Claims Tribunal thus assessed the compensation on the basis of minimum wages of an unskilled worker, added 50% towards inflation, deducted 50% towards personal and living expenses and applied a multiplier of 13 as per the age of the Claimant Parvin Devi the deceased's mother to compute the loss of dependency. The deceased was survived by his widowed mother and an elder brother Anil.
54. The addition towards inflation in view of *Santosh Devi* has to be confined to only 30% as against 50% granted by the Claims Tribunal. The loss of dependency thus comes to ₹4,05,600/- (₹4,000/- + 30% x 1/2 x 12 x 13).
55. In addition, the Claimant would be entitled to a sum of ₹25,000/- towards

loss of love and affection, ₹10,000/- towards loss to estate as awarded by the Claims Tribunal. The compensation of ₹5,000/- towards funeral expenses is enhanced to ₹10,000/-.

56. The overall compensation thus comes to ₹4,50,600/-.
57. The excess amount of ₹57,400/- along with proportionate interest and the interest accrued, if any, during the pendency of the Appeal shall be refunded to the Appellant Insurance Company.
58. The compensation awarded shall be disbursed/held in fixed deposit in favour of the Claimants in terms of the orders passed by the Claims Tribunal.
59. The Appeal is disposed of in above terms.
60. Statutory amount of ₹25,000/-, if any, in each of the Appeal shall be refunded to the Appellant Insurance Company.
61. Pending Applications stand disposed of.

(G.P. MITTAL)
JUDGE

DECEMBER 18, 2012
pst