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

+ **EFA (OS) No.28/2014**

**Date of Decision: 16<sup>th</sup> December, 2014**

HARDAYAL SINGH MEHTA ..... APPELLANT

Through : Mr.G.L. Rawal, Sr.Adv. with  
Mr.Kuljeet Rawal, Adv.

Versus

SHRI JOGINDER SINGH MEHTA ..... RESPONDENTS

Through : Mr.Rajiv Tyagi, Adv. with  
Mr.Ram Mohan Singh, Adv.

**CORAM:**

**HON'BLE MS. JUSTICE GITA MITTAL**

**HON'BLE MS. JUSTICE SANGITA DHINGRA SEHGAL**

**GITA MITTAL, J (ORAL)**

**CM No.19836/2014**

1. For the reasons stated, delay of 56 days in filing the appeal is condoned.

This application is allowed in the above terms.

**EFA (OS) No.28/2014**

2. The instant appeal assails the order dated 26<sup>th</sup> August, 2014 passed in Execution Petition No.305/2008 entitled Shri Joginder Singh Vs Shri Hardayal Singh Mehta & Ors. whereby the learned Single Judge has directed issuance of warrants of possession vis-a-vis House No.7306-

7307, Prem Nagar, Subzi Mandi, Delhi against the appellant in terms of the Arbitral Award dated 5<sup>th</sup> April, 1972 which was made rule of the court by a judgment dated 31<sup>st</sup> May, 2007.

3. To the extent necessary, the facts giving rise to the present petition are noted hereafter. It appears that five sons of Sardar Prem Singh Mehta entered into an arbitration agreement and sought reference of disputes by two arbitrators namely Justice Janki Nath Butt (retired) and Shri Sant Kirpal Singh Ji Maharaj relating to the following properties:-

- “(a) **Residential house now bearing Municipal No.7306/7307, Premnagar, Sabjimandi, Delhi.**
- (b) Another house in front of the above house bearing Municipal Nos.53 and 54.
- (c) House situate in Vijaynagar, Delhi bearing No.F.1.
- (d) Two plots of land in Sawan Park, Delhi bearing Nos.**C-32** and C-33.
- (e) One plot of land in Sector No.9, situate at Faridabad (Haryana).
- (f) (i) Business concern ‘Khushdil Restaurant’ carried on in premises No.6506, 6507 and 6508, Fatehpuri, Delhi and a kitchen above.  
(ii) Business concern ‘Khushdil Hotel’ carried on in premises Nos.6496 and 6484, Fatehpuri Masjid, Delhi.”

4. Inasmuch as the instant appeal raises issues involving the properties at serial no.(a) & Plot No.C-32, Sawan Park, Delhi at serial no.(d), we are restricting our consideration to these properties alone.

5. The arbitration proceedings culminated in an Award dated 5<sup>th</sup> April, 1972. Our attention has been drawn to the following recital in the Award wherein the arbitrators have recognised the admission of the parties regarding the contribution by Sardar Joginder Singh, respondent herein:

“Before we record our findings on the different matters in dispute we would like to mention certain things admitted before us by the parties. The parties are agreed that their mother, Smt. Jaswant Kaur, be also given some share in the disputed properties. They further admitted that S. Joginder Singh, the eldest brother of the parties, has played the maximum part in establishing, popularising and making successful the businesses and in acquisition of various properties. They, therefore, conceded that he should be given a bigger share. It was further acceptable to all the parties that the mother’s share should be kept along with that of S. Joginder Singh.”

(Underlining by us)

6. With regard to the properties at serial no.(a), the arbitrators arrived at the following conclusion:-

“(a) The only ancestral property which belonged or could belong to the parties, was one house bearing Municipal No.7306-7307, Premnagar, Sabzimandi, Delhi. But this house has been purchased by S. Joginder Singh from his father for a consideration of Rs.11,000/- by means of a sale-deed dated 21.7.1964.”

7. For the purposes of convenience, we also note that in respect of the residential properties being House Nos.7306-7307, Prem Nagar, Subzi Mandi, Delhi as well as plot no.C-32, Sawan Park, Delhi, the arbitrators made the following Award:-

- “1. S. Joginder Singh  
(a) He will retain his house No.7306-7307, Premnagar, Sabzimandi, Delhi which he had purchased from his father by means of sale-deed dated 21.7.64. This house is used as the residence of the parties. The other parties shall vacate their respective possession within three months of the date hereof.
4. S. Hardayal Singh – He will get:-  
(a) One plot of land bearing No.C.32, Sawan Park, Delhi.”

8. The arbitral Award dated 5<sup>th</sup> April, 1972 was filed in this court for making the Award a rule of the court in terms of Arbitration Act, 1940 which came to be registered as CS (OS) No.187A of 1972.

9. It appears that objections to the Award were filed by two of the brothers other than the parties before this court. The objections came to be dismissed as withdrawn on 17<sup>th</sup> May, 1976 and 4<sup>th</sup> March, 2003.

10. The appellant before us was impleaded as party respondent no.5 in CS (OS) No.187A of 1972. Given the grievance of the appellant in the present appeal, we notice in extenso the oral submissions made on behalf of the appellant on 31<sup>st</sup> May, 2007 in CS (OS) No.187A of 1972 which reads thus:-

“xxx 6. This Court vide order dated 8<sup>th</sup> December, 2005 dismissed the applications filed by respondents No.7 to 9 for their non appearance. Thereafter, respondent No.3 made an application that the award be made Rule of Court as the objections to the awards have already been dismissed. However, respondent No.5 sought certain directions in respect of the property bearing No.C-32, Sawan Park, Delhi which was awarded to him in the award dated 5.4.1972. Respondent No.5 also made a prayer to the Court (during arguments) that the award be not made rule of court because the subject matter of the award has already undergone sea change during pendency of the objections and if the award is made Rule of Court, he would be at misery. He was to get a property in exchange of surrender of the property in his possession. The property which he was to get in exchange has already been sold out by respondent No.3. He stated that this Court should initiate contempt proceedings against the plaintiff and respondent No.6.”

(Emphasis by us)

11. The court noted in the order dated 31<sup>st</sup> May, 2007 that no objections had been made by the respondent no.5 (present appellant) to the Arbitration Award whereas the objections filed by the two other brothers stood withdrawn. In this background, it was held by the learned Single Judge that the court had no option but to make the award a rule of the court. While doing so, the learned Single Judge had directed that if there was any difficulty in execution of the Award, the same can be decided by the Execution Court after the award is made rule of the court. The Award dated 5<sup>th</sup> April, 1972 was consequently made a rule of the court. The judgment and order dated 31<sup>st</sup> May, 2007 was challenged in

appeal by the appellant herein but the said appeal was dismissed by the Division Bench on the ground of maintainability.

12. On the 17<sup>th</sup> July, 2008, Execution Petition No.305 of 2008 was filed by Sardar Joginder Singh, the respondent herein. The learned Single Judge by its order dated 4<sup>th</sup> August, 2008 issued notice of this petition to the judgment debtors including the appellant before us. The appellant herein entered appearance in the matter in March, 2009.

13. After receipt of notice in the respondent's execution, on 25<sup>th</sup> November, 2009, the appellant herein filed Execution Petition No.64 of 2009 against the appellant with regard to the properties which had fallen to his share under the Award dated 5<sup>th</sup> April, 1972.

So far as the property bearing no.C-32, Sawan Park, Delhi was concerned, a detailed reply dated 5<sup>th</sup> October, 2009 was filed by Sardar Joginder Singh Mehta (who was arrayed as the judgment debtor no.1 in this petition) wherein he stated as follows:-

“II. After the untimely demise of his father Dr.Prem Singh Mehta, the Judgment Debtor No.1 being the eldest male member of the family thus got entrusted with the management of the family properties and finances in the best interest of the family members. The Judgement Debtor No.1 left no stone unturned in giving the best care, facilities, amenities and materialistic things to his siblings as well as their off-springs in the course of their day to day life, in providing to them quality education and higher studies, general upbringing, marriage etc. It was no ordinary task to bring up and establish Eight brothers and three sisters in their life for which the Judgment Debtor No.1 had to

toil hard and even dispose off some of his own as well as family properties for the welfare of the family and for family necessities.

III. The Judgment Debtor No.1 married off his younger brothers Shri Hardayal Singh in September, 1970, his other younger brother Shri Kirpal Singh in May, 1971 other brothers Sardar Gurdial Singh in 1965, Sardar Atam Singh and Sardar Rajendra Singh in the years 1974 and 1976 respectively. He also married off his younger sister in the year 1964. The three younger brothers of the Judgment Debtor No.1 – Shri Atam Singh Mehta, Shri Rajendra Singh Mehta and Shri Gurdial Singh Mehta were later on sent to United States of America for higher studies and vocational pursuits.

(IV) The Judgment Debtor No.1 and his brothers and their respective families were living in the family house at 7307, Prem Nagar, Shakti Nagar, Delhi until the year 1972. The accommodation was proving to be too short to accommodate eight brothers and sisters/family members and five of the male members having their own families. Consequently, the Judgment Debtor No.1 undertook the construction of the second floor portion of the said house at 7307, Prem Nagar, Shakti Nagar, Delhi. Since the Judgment Debtor No.1 and his brother lived in a joint family the entire expenditure on the brothers and their families was being managed by the Judgment Debtor No.1 himself so much so that, he used to pay the taxes on his behalf and on behalf of his brothers.

14. With regard to property no.C-32, Sawan Park, Near Pratap Bagh, Delhi, Shri Joginder Singh had further stated as follows:-

V. Since, the management of the affairs of the family required finances/ liquid cash every now and then, the Judgement Debtor No. 1 as the head of the family disposed off amongst other assets, his plot bearing Nos. C - 32, Sawan Park, Near Pratap Bagh, Delhi in May

1975. He had purchased this plot in the year 1952 at the rate of Rs. 4/- per sq. yards. He put the sale proceeds of this plot in the family hotchpotch to pay off certain old loans taken for immediate welfare of the family members viz., their marriages, education, upbringing etc. In terms of the Award dated 5.4.1972 this plot fell in the shares of the Decree Holder.

- VI. The Judgement Debtor No. 1 submits that considering the family circumstances he had to dispose off the plot to meet the immediate financial needs of the family. In fact, the personal law of the Judgement Debtor No. 1 permits the Karta/ Manager of the joint family to incur debts or dispose off family properties in the event of family necessity or personal necessity of the family members.
- VII. It deserves to be noted that the plot had been sold to the persons who were in unauthorized occupation of the said plot and had put up their jhuggies alongwith other persons and in those day rather even nowadays it is impossible to dislodge jhuggi-jhompdi dwellers. It is further submitted that although as per the award this plot fell to the share of the Decree holder, he, still would not have got the possession thereof owing to the encroachments thereupon, and there was no question of his residing there. It is further submitted that after the sale deed of this plot had been executed the matter was examined by the collector of Stamps, Delhi for any under-valuation. However upon verification the sale deed was duly registered.
- VIII. In any event, the aforesaid plot/ property was liquidated with full knowledge and concurrence of the Decree Holder and the other family members who are parties in those proceedings. The rest of the properties whether belonging to the family or to the Judgement Debtor No. 1 himself have been distributed according to the Award and the parties herein are in respective possession thereof.
- IX. It pained the Judgement Debtor No. 1 when his younger brother whom he had brought up like his son raised the

issue of sale of the plot bearing Plot No. C-32, Sawan Park, Near Pratap Bagh, Delhi by the Judgement Debtor No. 1 in May 1975 despite the Decree Holder knowing fully that the Judgement Debtor No. 1 had sold the plot for family necessities and proceeds were also utilized for the benefit of the family members. The Decree Holder cannot deny the fact that he was all along aware of the difficult financial circumstances through which the family was passing at the relevant time although with divine providence, the Judgement Debtor No. 1 was able to maintain his immediate family and his siblings in a respectable manner as a result of which all the brothers are now well-settled in life.

- X. With a view to prove his bona fide and for an amicable family settlement under the arbitration award, which is the subject matter of these proceedings, the Judgement Debtor No. 1 is willing to pay over to the Decree Holder an amount of Rs. 32,000 being the sale consideration of Plot No. C-32, Sawan Park, Near Pratap Bagh, Delhi.
- XI. It is submitted that Plot No. C-32, Sawan Park, Near Partap Bagh, Delhi was sold to the following persons in equal proportion:

| <u>Sl.No.</u> | <u>Name</u>      | <u>Date of Sale Deeds</u>       |
|---------------|------------------|---------------------------------|
| 1.            | Mr. Bishen Lal   | Vide Sale deed dated 05.05.1975 |
| 2.            | Mr. Leela Ram    | Vide Sale deed dated 05.05.1975 |
| 3.            | Mr. Kalyan Singh | Vide Sale deed dated 05.05.1975 |
| 4.            | Mr. Karam Singh  | Vide Sale deed dated 05.05.1975 |

It is submitted that Mr. Bishen Lal had sold the said plot to a third Party and his present whereabouts are not known. Mr. Leela Ram died about 2 years ago while

Mr. Kalyan Singh and Mr. Karam Singh died about 15 years ago.”

15. Based on these pleas, the respondent herein, inter alia, set up the plea that the appellant had no right to detain the plot of land. The following preliminary objections were also raised:-

- i. At the outset it is submitted that the Execution Petition as filed, is without any merit and the Decree under Execution cannot be executed as the Decree Holder had willfully given up his right to the plot of land bearing No. C - 32, Sawan Park, Delhi and had even otherwise willfully and consciously allowed the Sale Deed dated 5<sup>th</sup> May, 1975 to become final and has thereby permitted the erstwhile transferees of Plot No. C - 32, Sawan Park, Delhi to acquire all legal rights absolutely and without any let or hindrance from any quarters in respect of Plot No. C - 32, Sawan Park, Delhi.
- ii. It is further submitted that the Decree Holder has already availed the benefit of the sale consideration of the Plot No. C - 32, Sawan Park, Delhi and the Decree Holder does not have any right in the Plot No. C - 32, Sawan Park, Delhi or any subsisting right to recover the property or the property' worth against the plot of land plot bearing no. C - 32, Sawan Park, Delhi. The present Execution Petition is therefore an abuse of the process of this Hon'ble Court.
- iii. It is further submitted that the Judgement Debtor No. 1 had sold the said Plot with the consent of the Decree Holder as the right of the Decree Holder to the Plot of Land Bearing No. C32, Sawan Park, New Delhi had not then been crystallized as the Arbitral Award dated 5.4.1972 under which the Decree Holder would have got the plot of land bearing No. C - 32, Sawan Park, Delhi was under objections filed by Mr. Gurbaksh Singh and others. The several Objection Petitions filed against the Arbitral Award dated 5.4.1972 were contested jointly by the Judgement Debtor No. 1 with the Decree Holder for 32 out of 35 long years

before this Hon'ble Court. All throughout the Decree Holder alongwith the Judgement Debtor No. 1 were jointly contesting the objections petitions and all litigation expenses were being incurred by the Judgement Debtor No. 1 on joint account for defending the Arbitral Award for himself as well as for the Decree Holder.

- iv. As the Judgement Debtor No. 1 just had sufficient funds to defend his own rights to the properties under the Award, the Judgement Debtor No. 1 suggested to the Decree Holder to dispose off the Plot of Land bearing No. C - 32, Sawan Park, Delhi so as to generate funds for meeting the litigation costs. In the first instance the Decree Holder proposed to sell off the Plot of Land Bearing No. C - 32, Sawan Park, Delhi to the judgement debtor No. 1 under the Agreement to Sell dated 26<sup>th</sup> May 1973. However as the Judgement Debtor No.1 was unable to pay the purchase consideration, the plot of land was sold to certain persons who were already in unauthorized occupation of the subject land bearing No. C - 32, Sawan Park, Delhi. The sale proceeds of the plot of land bearing No. C - 32, Sawan Park, Delhi were utilized for meeting the litigation costs that fell to the share of the Decree Holder.
- v. It is therefore submitted that the Decree Holder does not have any right to reclaim the plot of land bearing No. C - 32, Sawan Park, Delhi or seek any other property or asset in exchange thereof.
- vi. Without prejudice to the aforesaid and for the sake of family harmony the Judgement Debtor No. 1 had offered as an elder brother to pay over the sale consideration of Rs. 30,000/- (Rupees Thirty Thousand Only) out of his own pocket in respect of plot of land bearing No. C - 32, Sawan Park, Delhi. However the Decree Holder refused to accept the reasonable offer made by the Judgement Debtor No. 1.
- vii. It is submitted without prejudice that although the Judgement Debtor No.1 was not the obligated yet, as the family head and for the sake of family harmony the

Judgement Debtor No. 1 made the offer to pay the sale consideration out of his own pocket to the Decree Holder.

- viii. It deserves to be noted that all the properties which have been settled between family members under Arbitral Award dated 5.4.1972 had been acquired by the Judgement Debtor No. 1 out of his own funds generated through his own hard work and labour. However for the sake of helping his brothers to become financially independent in life, the Judgement Debtor No.1 agreed to give some of his own assets and properties to his brothers so that they could also become financially independent in life.
- ix. It is for this reason that the Judgement Debtor No.1 agreed that his brothers should refer the matter to the Arbitrator for fair distribution of his self-acquired properties amongst his brothers.
- x. It is further submitted that the Decree Holder had made no contribution at all for the acquisition of the Plot Bearing No. C - 32, Sawan Park, Delhi and came to acquire the right to plot Bearing No. C32, Sawan Park, Delhi solely on account to the goodwill of the Judgement Debtor No. 1.
- xi. However the Decree Holder after having become financially independent benefiting from the goodwill of the Judgement Debtor No. 1, has now changed his loyalty and is suing the Judgement Debtor No.1.”

16. It is apparent from the above that the appellant admittedly had knowledge of the sale of the plot in the proceedings of CS (OS) No.187A of 1972. No steps at all were taken by him to assert any rights or challenge the sale of plot no.C-32, Sawan Park, Delhi despite full knowledge thereof.

17. Apart from plot No.C-32, Sawan Park, Delhi, it appears that another plot bearing no.C-33, Sawan Park, Delhi, which had fallen to the share of three brother Lt. Col.Kirpal Singh Mehta in the Award, was also sold. In this regard, in the reply filed to Execution Petition No.64 of 2009, with regard to Plot No.C-33, Sawan Park, Delhi, the respondent herein stated as follows:-

“It further deserves to be noted that due to family necessity, an adjoining land bearing No. C - 33, Sawan Park, Delhi was sold around the same time, which fell to the share of Lt. Col. Kripal Singh Mehta. Although both the properties were sold with the consent of the family members however later on Lt. Col. Kripal Singh Mehta objected to the sale of the plot of land bearing No. C - 33, Sawan Park, Delhi. Lt. Col. Kripal Singh Mehta therefore, moved an application before the Learned Single Judge objecting to the sale and for bringing on record the 3<sup>rd</sup> party purchasers. Despite knowledge of the sale of the plot of land bearing No. C - 32, Sawan Park, Delhi, the Decree Holder herein did not take any steps to bring on record the 3<sup>rd</sup> Party purchasers and never objected to the sale of the subject land bearing No. C - 32, Sawan Park, Delhi.

It is therefore submitted that the decree holder has lost the right to claim or repossess the subject plot bearing No. C - 32, Sawan Park, Delhi by efflux of time as well as by acquiescence.

It is further submitted that the adjoining plot of land bearing No. C - 33, Sawan Park, Delhi was sold for Rs. 30,000 (Rupees Thirty Thousand Only) and since Lt. Col. Kripal Singh Mehta objected to the sale, the Judgement Debtor No.1 settled with him and without prejudice to his rights, the Judgement Debtor No. 1 paid over the sale proceedings of Rs. 30,000 (Rupees Thirty Thousand Only) alongwith upto date interest to Lt. Col. Kripal Singh Mehta. The subject Plot bearing No. C - 32, Sawan Park, Delhi was also sold for an amount of

Rs. 30,000 (Rupees Thirty Thousand Only). However the offer made by Judgement Debtor No. 1 to the Decree Holder for settlement on similar terms was refused by him.”

18. It appears that both Execution Petition No.305 of 2008 filed by the respondent as well as the Execution Petition No.64 of 2009 came to be listed before the Judge on the 26<sup>th</sup> August, 2014. So far as Execution Petition No.64 of 2009 is concerned, the court noted the pleas of the respondent herein to the extent that the properties have been sold in May, 1975 by registered sale deed on account of legal necessity and that too in his capacity as Karta/Manager of the Joint Family to persons who were in unauthorised occupation and have put up jhuggi jhopdis in the said property. The court also noted the plea of the respondent that the sale proceeds received therefrom were put in the family hotchpotch to pay certain loans taken for by the joint family for the purposes like marriages, education and upbringing of family members etc. In these circumstances, it was deemed necessary to put the case to trial. The following issues were, consequently, framed by the court.

“(i) ”Whether the sale of the Sawan Park Property, on account of legal necessity by judgment debtor no.1 to defray loans and expenses of joint family, was permissible in law? If so to what effect? OP JD-1

(ii) What was the extent of proceeds received from

the sale of Sawan Park property? OP JD-1

- (iii) Whether the sale proceeds received of the Sawan Park property were put in family hotchpotch? OP JD-1
- (iv) Whether the decree holder is entitled to compensation in respect of Sawan Park property, which has been sold by judgment debtor no.1? If so, to what extent? OP DH
- (v) Whether the decree holder's claim for compensation is tenable on account of the sale having been taken place in 1975? OP JD-1
- (vi) Whether the decree holder acquiesced in the sale of the Sawan Park property? OP JD-1.”

The court directed the respondent herein to commence with the evidence in the matter. We are informed that the matter is pending for this purpose before the learned Single Judge.

19. So far as the Execution Petition No.305 of 2008 filed by the respondent herein is concerned, in the impugned order dated 26<sup>th</sup> August, 2014 the learned Single Judge has noted that there were no objections pending qua the execution of the decree after the pronouncement of the judgment dated 31<sup>st</sup> May, 2007. It is noteworthy that this position is admitted by the appellant herein who has specifically pleaded the grounds in the (e) & (f) before us that this execution was in the nature of cross execution petition and that there was no occasion for filing separate objections to the execution petition in view of the nature of the Award.

20. We may note that we have called for the original record of both Execution Petition nos.305 of 2008 and 64 of 2009. Perusal of the record of Execution Petition No.305 of 2008 would show that a reply to the petition was filed by the appellant herein which was challenged by the respondent who filed the rejoinder thereto. We find that the appellant has not challenged the Award which was made rule of the court to the extent that it has awarded the properties to the respondent. It has merely been contended that the execution petition deserves to be dismissed for the reason that the property which had come to his share i.e. plot of land bearing no.C-32, Sawan Park, Delhi has been sold by the respondent herein. It has rightly been noted by the learned Single Judge that this issue has to be dealt with separately in the execution petition filed by the present appellant.

21. The above narration would show that by a separate order recorded on the same date, i.e. 26<sup>th</sup> August, 2014, in Execution Petition No.64 of 2009, the issue with regard to the sale of plot No.C-32, Sawan Nagar, Delhi and its effect has been put to trial by the learned Single Judge. This order has not been assailed either in these proceedings or in any other appeal and has attained finality. The appellant has, therefore, accepted the validity and bindingness of the directions made by the learned Single Judge in his execution petition.

22. The Award made other directions qua several other properties, the learned Single Judge has rightly noted that there were no objections by any party. It has also been rightly noted by the learned Single Judge that any portion of the substratum of the award stands lost, could not be entertained in the execution petition. In this background, the direction of the learned Single Judge directing warrants of possession to issue with regard to the two properties in terms of the Award cannot be faulted.

23. We may note that the learned Single Judge has consciously balanced equities. In this background, while passing orders on an interim application being EA (OS) 141 of 2009 which had been filed by the present appellant in Execution Petition No.64 of 2009, the learned Single Judge modified a previous order dated 6<sup>th</sup> April, 2009 whereby the judgment debtor had been restrained from transferring or alienating property no.7306/2007, Prem Nagar, Subji Mandi, Delhi. The court noted that warrants of possession had been issued in the other execution petition and permitted gainful use of the said property by the respondent herein. The court permitted the respondent liberty only to renovate the property while injunctioning him from transferring or alienating the said property.

It was further directed that in case the respondent had any rental proposal for the property, he could do so only after approaching the court so that the tenant could also be bound by the directions issued by the

court. It is implicit from the above that rights of the appellant have been adequately protected.

24. For all these reasons, we find no merit in this appeal which is hereby dismissed.

25. Needless to say, any observation herein contained shall not affect the consideration of the issues by the learned Single Judge in the Execution Petition No.64 of 2009 after the recording of evidence.

**CM No.19837/2014**

26. In view of the appeal having been dismissed, this application does not survive for adjudication and is dismissed as such.

**(GITA MITTAL)  
JUDGE**

**(SANGITA DHINGRA SEHGAL)  
JUDGE**

**DECEMBER 16, 2014**  
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