

IN THE HIGH COURT OF JUDICATURE AT MADRAS
Reserved on : 31.03.2015
Delivered on : 18.06.2015

CORAM

THE HONOURABLE MR. JUSTICE P.R.SHIVAKUMAR

A.S.No.149 of 2009

&

M.P.No.1 of 2009

Andhra Bank
Washermanpet Branch
Rep. by its Branch Manager
Chennai .. Appellant/2nd Defendant

-Vs-

1. State Bank of India
Service Branch
Whites Road, Chennai
Represented by its
Chief Manager ...1st Respondent/Plaintiff

2.M/s.Sri Lakshmi Guru
alias Sri Laxmi Guru ...2nd Respondent/1st Defendant

Appeal filed under Section 96 of the Civil Procedure Code against the judgment and decree of the learned Additional District Judge, II Fast Track Court, Chennai made in O.S.No.220 of 2002 dated 14.03.2008.

For Appellant : M/s. R.Gowthama Narayanan

For Respondents : M/s.Ramalingam & Asso. for R1
Mr.Murugamanickam for R2

JUDGMENT

Andhra Bank, which figured as the second defendant in O.S.No.220 of 2002 on the file of Additional District Judge, II Fast Track Court, Chennai is the appellant herein. State Bank of India, the first respondent herein filed the above said suit against M/s.Sri Lakshmi Guru, the second respondent herein and the appellant Andhra Bank arraying them as defendants 1 and 2 respectively for a decree directing the appellant and the second respondent to jointly and severally pay a sum of Rs.5,63,818/- together with interest at the rate of 16.50% per annum with quarterly rests from the date of plaint till the date of decree and future interest at the rate of 18% per annum with quarterly rests on the amount claimed in the suit from the date of decree till realisation and for costs.

2. The plaint averments, in brief, are as follows:

The first respondent/plaintiff Bank received four demand drafts bearing numbers 679840 to 679843, all dated 21.05.1999, each one drawn for a sum of Rs.99,700/- for making payment. As the said drafts were shown payable at State of Bank India, Service Branch, Madras, the aforesaid drafts were forwarded by the appellant/second defendant, namely Andhra Bank to the first respondent/plaintiff bank for collection and the first respondent/plaintiff honoured the drafts and paid the amount covered by the demand drafts in view of the endorsements made by the appellant/second defendant Andhra Bank. After making payment it was found that the draft forms had been stolen from the office of the State Bank of India, Parwalpur branch, Bihar and the same were shown to be issued by Shajahanpur branch of State of India, Patna. Since the stolen forms of Demand drafts were fabricated and payments were obtained, the first respondent/plaintiff bank lodged a police complaint on 27.09.1999 besides informing the appellant/second defendant bank by letters dated 16.09.1999 and 08.11.1999 demanding payment of Rs.3,98,800/- with interest. The appellant/second defendant sent replies to the said notice on 05.10.1999 and 04.12.1999 raising technical objections. The appellant/second defendant should have debited the said amount from the account of the second respondent/first defendant and since it was not done by the appellant/second defendant, it is also jointly and severally liable with the second respondent/first defendant for payment of the above said amount. Hence the suit.

3. Though the second respondent/first defendant initially entered appearance and filed a written statement, subsequently she did not contest the suit and she remained ex parte. In her written statement, she contended that she had received the demand drafts from her customer on the basis of an invoice and delivery of the textile goods to one Maddhina Agencies, E-166, Greater Kailash, Part I, New Delhi. The goods were despatched to the purchaser through Golden Transport Co., Jaipur having its office at Thambu Chetty Street, Chennai and the goods were delivered to the consignee. The second respondent/first defendant did not commit any mistake. The alleged theft of the Demand Draft forms came to be intimated after a lapse of four months. Had the first respondent/plaintiff taken immediate steps, the second respondent/first defendant would have got the knowledge of the same. Since the first respondent/plaintiff was negligent in making payment and belatedly intimated that the stolen demand draft forms came to be used, the second respondent/first defendant could not be held to be responsible for the same and she cannot be held liable for the amount claimed in the plaint.

4. Andhra Bank, the appellant/second defendant contested the suit by filing a written statement containing the following averments:

The suit against the appellant/second defendant is not maintainable. The appellant/second defendant was not aware of the fact that the draft forms of State Bank of India were stolen and

the drafts had been fabricated using the stolen forms. The appellant/second defendant did not certify that the proceeds of the drafts would be credited to the true owner. The appellant/second defendant made the collection only for its customer, namely the second respondent/first defendant and not the true owner as alleged by the first respondent/plaintiff. The contention of the first respondent/plaintiff that since the appellant/second defendant forwarded the demand drafts for collection with the endorsements, it is bound to reimburse the amount to the first respondent/plaintiff as the instruments turned out to be fabricated is quite mischievous and misleading. The said plaint averment would suggest that the payee bank had no duty to exercise care in scrutinizing the instruments and can mechanically make payment based on the endorsements of the collecting bank. Such a statement made in the plaint is contrary to law and practice. As per the established banking practice, whenever draft forms are stolen, the said fact will be circulated to all the branches of the bank, particularly the service branches. If the first respondent/plaintiff bank has not done it, it shall be a case of negligence on its part. If at all the fact had been informed, it shall be the duty of the service branch not to honour the drafts. The fact that the first respondent/plaintiff bank mechanically honoured the drafts would show gross negligence on its part. No act contrary to law was committed by the appellant/second defendant. Their acts are protected under law particularly by the provisions of the Negotiable Instruments Act. For the notice of admission sent by the first respondent/plaintiff bank suitable replies were given. The collection on behalf of the customer was made in May 1999 and the demand for recovery of the amount came to be made for the first time by the first respondent/plaintiff bank only in September 1999, namely after a lapse of four months from the date of collection and crediting of the amount to the account of the second respondent/first defendant. The second respondent/first defendant was a long standing customer with the appellant/second defendant with good business dealings with them from 1983. The demand drafts had been drawn in favour of the second respondent/first defendant, a customer of the appellant/second defendant bank and they were also crossed. There was no antecedent circumstances making the appellant/second defendant to suspect any forgery or defect in the title to the instruments presented to them for collection. In fact, the first respondent/plaintiff bank itself has honoured the instruments and the same will show absence of circumstances to suspect any foul play or forgery. Hence, no liability can be cast on the appellant/second defendant. The account of the second respondent/first defendant was not opened negligently for the purpose of collection of the drafts concerned in the suit. The appellant/second defendant was in no way responsible for the loss occasioned to the first respondent/plaintiff. Hence, the suit as against the appellant/second defendant should be dismissed with costs.

5. Based on the above said pleadings, the learned trial Judge framed four issues, which are as follows:

1. Is it correct to state that defendants 1 and 2 need not pay the suit amount?
2. Is it correct that the demand drafts had been fraudulently created and encashed using the demand draft forms stolen from State Bank of India, Paswalpur, Bihar?
3. Whether the plaintiff should be granted a decree for the suit amount as prayed for?
4. Whether any other relief can be granted?

6. After the framing of the issues and when the suit stood listed for trial, the second respondent/first defendant stopped appearing in the Court below and she was set ex parte. In the trial, PW1 was examined and Exs.A1 to A10 were marked on the side of the first respondent herein/plaintiff, whereas DW1 was examined and Ex.B1 was marked on the side of the appellant/second defendant.

7. The learned trial Judge, after hearing the arguments advanced on both sides and upon considering the pleadings and evidence, accepted the case of the plaintiff, decreed the suit holding the appellant herein/second defendant and the second respondent/first defendant jointly and severally liable and directing them to pay a sum of Rs.5,63,818/- together with an interest for the said amount at the rate of 16.50% per annum from the date of plaint till the date of decree and a further interest at the rate of 6% per annum from the date of decree till realization and also the suit costs. As against the said decree of the trial Court dated 14.03.2008, the present appeal has been preferred by the appellant/second defendant alone on various grounds set out in the grounds of appeal.

8. The points that arise for consideration in the appeal are:

1. Whether there was any negligence on the part of the appellant/second defendant in sending the demand drafts for collection on behalf of its customer, namely the second respondent/first defendant?
2. Whether the appellant/second defendant is jointly and severally liable to repay the amount with the second respondent/first defendant?
3. Whether the trial Court committed an error in holding the appellant/second defendant liable to pay the amount claimed in the suit?
4. Whether the decree granted by the trial Court against the appellant/second defendant and the second respondent/first defendant is liable to be set aside?

9. The arguments advanced by Mr.R.Gowthama Narayanan, learned counsel for the appellant, by Mr.Ramalingam, learned counsel for the first respondent/plaintiff and also by Mr.T.Murugamanikkam, learned counsel for the second respondent/first defendant were heard. The materials available on record sent for from the Court below were also perused.

Point Nos.1 to 4:-

10. State Bank of India, the first respondent herein filed the suit for recovery of a sum of Rs.5,63,818/- with interest and cost from the appellant herein/second defendant and second respondent herein/first defendant on the premise that a sum of Rs.3,98,800/- was collected by presenting four demand drafts dated 21.05.1999 produced as Exs.A1 to A4 and that the said demand drafts turned out to be the instrument fabricated using stolen demand draft forms.

11. After trial, the learned trial Judge, decreed the suit as against defendants 1 and 2. The first defendant, who figures as the second respondent in the appeal, remained ex parte after filing a written statement before the trial Court and failed to prefer any appeal against the decree of the trial Court made against him. However, in the appeal filed by the appellant herein/second defendant, the first defendant in the original suit has been shown as second respondent and she has chosen to appear through an advocate in this Court. Mr.T.Murugamanickam, learned counsel for the second respondent advanced an argument to the effect that though the first defendant remained ex parte in the suit and the decree passed against her can be treated as an ex parte decree, she could maintain an appeal against such an ex parte decree as per Section 96 (2) CPC and that though she failed to file an appeal, she can support the appeal filed by the appellant/second defendant and also urge the appellate Court to set aside the decree of the trial Court in its entirety both against the appellant/second defendant and the second respondent/first defendant using the power of the lower appellate Court under Order 41 Rule 33 CPC. Of course, the first part of the contention of Mr.T.Murugamanickam, learned counsel for the second respondent can be countenanced since there is a specific provision enabling the filing of an appeal against an ex parte decree. Section 96(2) CPC makes it clear that an appeal shall lie from the original decree passed ex parte. The claim made by the first respondent/plaintiff against the second respondent/first defendant and against the appellant/second defendant are closely interlinked. In addition, the plaintiff shall succeed only if it is able to prove that the demand drafts were not issued by any of the branches of the plaintiff bank. If the said issue is found against the plaintiff, the decree as against the second respondent/first defendant also cannot stand. Hence, this Court decides to take up the same as the main point for consideration at the first instance.

12. The right given to the judgment debtor in an ex parte decree to prefer an appeal has not been availed by the second respondent/first defendant. She has also not chosen to seek her transposition as a co-appellant in the appeal filed by the appellant herein/second defendant. The resultant position is that the decree of the trial Court as against the second respondent/first defendant remains unchallenged. Order XLIV Rule 33 CPC reads as follows:

"33. Power of Court of Appeal

The Appellate Court shall have power to pass any decree and make any order which ought to have been passed

or made and to pass or make such further or other decree or order as the case may require, and this power may be exercised by the Court notwithstanding that the appeal is as to part only of the decree and may be exercised in favour of all or any of the respondents or parties, although such respondents or parties may not have filed any appeal or objection [and may, where there have been decrees in cross-suits or where two or more decrees are passed in one suit, be exercised in respect of all or any of the decrees, although an appeal may not have been filed against such decrees]:

[Provided that the Appellate Court shall not make any order under section 35A, in pursuance of any objection on which the Court from whose decree the appeal is preferred has omitted or refused to make such order.]”

13. The first respondent/plaintiff instituted the suit against the appellant/second defendant and the second respondent/first defendant. The second respondent/first defendant was the holder of the demand drafts and in fact they had been drawn in her favour. All the four demand drafts were issued by Parvalpur (Patna) Branch of the State Bank of India, the first respondent/plaintiff. Each one of the Demand Drafts was issued for a sum of Rs.99,700/-. The total amount covered by Ex.A1 to A4 Demand Drafts is Rs.3,98,800/-. Admittedly, the second respondent/first defendant was a long standing customer of the appellant /second defendant bank having maintained her account with the said bank from 1983. The drafts dated 21.05.1999 came to be presented in the Washermanpet Branch of the appellant/second defendant bank for collection. The said Demand Drafts were sent by the appellant Bank to the first respondent/plaintiff bank with the endorsements that they were being sent for collection on behalf of the second respondent/first defendant. It is quite obvious from the evidence of DW1 that the second respondent/first defendant was having an account with the appellant bank from 1983 and thus she was a long standing customer of the appellant bank. It was also made clear by the evidence of DW1 that there was no suspicious circumstance to doubt the credential of the customer, namely the second respondent/first defendant. It is also not the case of the first respondent/plaintiff that the second respondent/first defendant was permitted to open an account within a short time prior to the presentation of the demand drafts for collection, so as to give rise to an inference that there was absence of due care and caution in opening the account and sending the Demand Drafts to the first respondent/plaintiff for payment without intimating the fact that the account itself had been opened recently. Hence, no negligence can be attributed to the appellant/second defendant.

presented for payment after fabricating the same. Neither the customer nor the collecting bank can be imputed with knowledge of forgery or fabrication. It is the clear case of the defendants that the first defendant made consignment of textile goods to one Maddhina Overseas at E-166, Greater Kailash, Part I, New Delhi to the value of Rs.3,98,000/- and towards the consignment alone the suit demand drafts had been given to her. When the demand drafts were sent through her banker for collection, the first respondent/plaintiff bank, ought to have verified the genuineness or otherwise of the same before honouring the same and refrain from honouring the demand drafts if they had been fabricated using the stolen forms. Admittedly, the practice of the banks in case of loss of demand draft forms and theft of Demand Draft forms is that the concerned branch shall intimate the same to all other branches and especially to the clearing branches not to honour any Demand Draft prepared using such lost or stolen forms. In this case, it is the case of the first respondent/plaintiff that the demand draft forms used for preparing Ex.A1 to A4 pertain to Parvalpur Branch of State Bank of India in Bihar State, but the same were issued by Shajahanpur (Patna) branch of State Bank of India. The list of officers authorised to sign the Demand Drafts had been circulated to all the branches and especially the clearing branches. Besides the names of the authorised officers, their specimen signatures also would be available with the clearing branches. When a Demand Draft is presented for payment, the clearing branch has to verify the genuineness or otherwise of the demand draft form and whether the Demand Draft was signed by the officer/officers of the branch issuing it with the help of the list of officers authorised and their specimen signatures along with their code numbers.

15. PW1 made a clear admission that Exs.A1 to A4 were the Demand Drafts of State Bank of India and that the seals found therein were in the name of S.K.Verma, the Branch Manager of Shajahanpur Branch of State Bank of India. He has also made a clear admission that the signature found therein is also that of S.K.Verma, Branch Manager and that the other signature found is that of another officer of the said branch. From the evidence of PW1 it is quite clear that only after verifying the signatures of the Branch Manager and the Officer of Shajahanpur Branch of State Bank of India, Exs.A1 to A4 Demand Drafts were honoured and payments were made through the collecting Bank. Now the first respondent/plaintiff bank has come forward with a contention that those Demand Drafts had been fabricated using the Demand Draft forms Stolen from Parvalpur Branch. But there is no documentary evidence to show the serial numbers of the Demand Draft forms issued to Parvalpur Branch and Shajahanpur Branch respectively. Excepting the interested statement made on behalf of the plaintiff, there is no other document produced to show the distribution of Demand Draft forms to Parvalpur Branch and Shajahanpur Branch. PW1 also could not state when the Demand Draft forms had been stolen. It is also his evidence that he did not know when the forms used for preparation of Exs.A1 to A4 were stolen from the concerned

branch of State Bank of India. Therefore, the first respondent / plaintiff bank, as rightly contended by the learned counsel for the appellant/ the second defendant, failed to prove that the Demand Draft forms used for preparation of Exs.A1 to A4 Demand Drafts had been distributed to Parvalpur Branch and not to Shajahanpur branch by producing reliable documentary evidence. Apart from that, both the branches were within the same State, namely Bihar State. There is possibility of the Demand Draft forms allotted to Parvalpur Branch having been sent to Shajahanpur branch due to paucity of forms in the said branch.

16. Be that as it may, it is an admitted fact that all the four Demand Drafts were prepared in the Demand Draft forms of State Bank of India. They were also issued with the signature and seal of the Branch Manager of Shajahanpur Branch and the signature of another officer of the said branch. There is also an admission that the Demand Drafts should have been honoured after comparing the signatures of the Branch Manager and the Officer which were available with the service branch. Even if it is assumed that the Demand Draft forms could have been stolen from Parvalpur Branch, since they were used by the Branch Manager and authorised officer in Shajahanpur Branch, they could have been done only by the officers of the State Bank of India. It is also an admitted fact that till the payment was made on the Demand Drafts and within a reasonable time after such payment, no circular regarding the loss of or theft of Demand Draft forms came to be issued intimating all the service branches. In fact not even a piece of paper has been produced to show that such an intimation was given to the service branches. If all these aspects are taken into consideration, the only inference that could be made is that either the claim that the Demand Drafts came to be issued using stolen forms should not be true or that the same should have been stolen and misused by the officers of the first respondent/plaintiff bank. The Branch Manager, who issued the Demand Drafts and the officer who signed the Demand Drafts were very much in the service of the respondent/plaintiff Bank. There is nothing to show that any action was taken against them. Even the complaint given to the Central Crime Branch, Egmore, Chennai under the original of Ex.A5 was not pursued further.

17. In the above facts and circumstances, this Court is of the considered view that if at all any fraud was committed, the same should have been done by the officers of the first respondent/plaintiff Bank and that in stead of proceeding against its own officers and the abettor, if any, the first respondent/plaintiff has chosen to file the suit against the appellant/second defendant and the second respondent/first defendant. Though the suit was filed against the second respondent/first defendant also, except the fact that the demand drafts were drawn in her favour and she presented the same through her banker, namely the appellant/second defendant, for collection, no other allegation imputing knowledge of malpractice or fraud has been made against the second respondent/first defendant and there is no evidence of evidence to prove such malpractice or fraud on

the part of the second respondent/first defendant. When it was made clear that, being a wholesale merchant in textile goods, the second respondent/first defendant despatched consignments to Maddhina Agencies, E-166, Greater Kailash, Part I, New Delhi and the Demand Drafts were given for the value of consignments made, in the absence of clear evidence, we cannot come to the conclusion that the second respondent/first plaintiff is at fault. If at all the Demand Drafts were not honoured and the fact of fabrication using stolen forms had been intimated well in time by the first respondent/plaintiff bank, the second respondent/first defendant could have either stopped delivery of the consignments or proceeded against the consignee for the recovery of the cost of the consignment. Since the first respondent/plaintiff Bank, kept idle for more than four months after honouring the Demand Drafts and only thereafter chose to issue a notice to the appellant/second defendant alone, as rightly contended by the learned counsel for the second respondent/first defendant, the claim made against her cannot be sustained as no demand was made prior to the filing of the suit.

18. Exs.A6 to A9 reveals the fact that all along a demand was made with the appellant/second defendant alone and no intimation was given to the second respondent/first defendant. If the evidence available on record are marshalled, it will lead to one and the only conclusion that the first respondent/plaintiff has not proved its case of fraud or malpractice on the part of the second respondent/first defendant. Apart from that, the second respondent/first defendant was the holder of Negotiable Instrument, namely Demand Drafts in due course. If at all payment was made honouring the demand drafts under a mistake, then the same may be recoverable from the second respondent/first defendant unless the status-quo has been changed to the detriment of the second respondent/first defendant. In this regard, a reference to the observation made by a Division Bench of the Calcutta High Court in United Bank of India Vs. M/s. A.T.Ali Hussain & Co. and others reported in AIR 1978 Calcutta 169 can be made. Referring to Section 72 of the Indian Contract Act, 1872 and the decision of the Privy Council in Shiba Prasad Singh V.Srish Chandra reported in AIR 1949 PC 297, the Division Bench opined that it would not be correct to state that every sum paid under a mistake was recoverable, no matter what the circumstances might be and that there may be in a particular case circumstances disentitling the plaintiff by estoppel or otherwise. The following was also the observation made:

"So long as the status quo is maintained and the payee has not changed his position to his detriment he must repay the money back to the payer. If, however, there has been a change in the position of the payee who, acting in good faith, parts with the money to another without any benefit to himself before the mistake is detected, he cannot be held liable. Equity disfavours unjust enrichment. When there is no question of unjust

<https://hcservices.ecourts.gov.in/cases> of the payee by reaping the benefit of an

accidental windfall' he should not be made to suffer, for he would be as innocent as the payer who paid the money acting under a mistake."

19. The said observation squarely applies to the case on hand. The second respondent/first defendant, being a wholesale textile dealer, despatched a consignment to Maddhina Agencies, E-166, Greater Kailash, Part I, New Delhi as against the payment by way of Exs.A1 to A4 Demand Drafts. As pointed out supra, if the Demand Drafts had been dishonoured, the second respondent/first defendant would have either stopped from making the consignment or stopped delivery to the consignee or else at least she would have proceeded against the consignee. In this case that was not done by the first respondent/plaintiff bank. It cannot also be said to be a payment made by mistake. As pointed out supra, without setting right things in their own house, namely in the internal administration of the State Bank of India to check the fraud committed by their own officers, they have chosen to make a claim not only against the second respondent/first defendant, but also against her banker, namely the appellant/second defendant. The appellant/second defendant is the banker of the second respondent/first defendant and the relationship of banker and customer having continued between them for about 16 years from 1983. Under the said circumstances, appellant bank chose to receive the Demand Drafts and send them to the service branch of State Bank of India for collection. While doing so, the endorsement made by the Bank shall mean that the amount to be collected on the Demand Drafts would be credited to the account of the customer, namely the second respondent/first defendant. Apart from that, one cannot read a guarantee into the endorsement that the instrument is a genuine one or that payment would be made to the actual owner of the instrument. In fact, the collecting bank, namely the appellant/second defendant bank did not have the facility to check the genuineness or otherwise of the Demand Drafts and they could not have made a decision themselves. On the other hand, the first respondent/plaintiff bank was having the necessary technical data to find out whether the Demand Drafts were genuine or not. If at all the issuing bank itself was not in a position to find out the genuineness or otherwise of the instrument, how can it expect the collecting bank to find out the genuineness. Hence, the appellant/second defendant cannot be accused of negligence to take reasonable care.

20. The customer depositing the Demand Draft was a long standing customer of the appellant/second defendant and there was no adverse circumstance to doubt the credentials of the customer. It is obvious from the evidence of DW1 and Ex.B1 that the second respondent/first defendant was maintaining a current account with the appellant bank from 1983 and that several transactions took place during the period of 16 years. It is not a case wherein the account of the customer was opened within a short time before the presentation of the Demand Drafts for collection so as to cause a suspicion that the opening of the account itself was for the purpose of cashment of the instrument. Under such circumstances,

it cannot be said that the banker, who sent the Demand Drafts for collection to the drawee Bank, has acted with negligence so as to hold such bank liable for payment made on the instruments, on the premise that such instruments were subsequently found out to be not genuine. The bankers liability in such circumstances has been discussed by the Supreme Court in Indian Overseas Bank Vs. Industrial Chain Concern reported in (1990) 1 Supreme Court Cases 484. If the guidelines indicated therein are applied to the facts of the case on hand, without hesitation it can be held that the first respondent/plaintiff has not made out a case of negligence or fraud on the part of the appellant/second defendant. Hence the claim against the appellant/ second defendant cannot be sustained. The first respondent/plaintiff also failed to sustain its claim against the second respondent/first defendant.

21. The learned trial Judge, without properly considering the above said aspects, seems to have approached the issues involved in the case with a preconceived notion and the same resulted in the finding of the trial Court that the second respondent herein/first defendant and the appellant herein/second defendant were jointly and severally liable to pay the suit amount with interest as indicated supra. On re-appreciation of evidence, this Court is of the considered view that the said findings of the trial Court are defective and discrepant and liable to be interfered with and set aside. The trial Court failed to appreciate the evidence in proper perspective and apply the correct principles of law. Had it done so, it ought to have arrived at a conclusion that the suit was liable to be dismissed. Hence, the decree passed against the defendants cannot sustain the scrutiny of this Court and the same deserves to be set aside.

22. In the result, the appeal is allowed and the decree of the trial Court dated 14.03.2008 made in O.S.No.220 of 2002 is set aside in its entirety and the suit is dismissed. However, there shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

Sd/-

Assistant Registrar

True Copy

Sub Assistant Registrar

To
The Additional District Judge
II Fast Track Court, Chennai

Copy to:
The Section Officer, V.R. Section, High Court, Madras.

+1 cc to Mr. T. Murugamanickam, Advocate, SR.30264

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