

* **HONOURABLE SRI JUSTICE T.SUNIL CHOWDARY**

+ CIVIL REVISION PETITION Nos.2396, 2397 and 2642 of 2015

% Date: 05.6.2017

G.Subramanyam (died) represented by his L.Rs
G.Sugunamma and others

... Revision Petitioners/
Petitioners-J.Drs

AND

\$ B.Raghunath (died) represented by his L.Rs
B.Revathi and others

... Respondents/
Respondents-D.Hrs

! Counsel for revision petitioners : Sri Ch.Venkat Raman

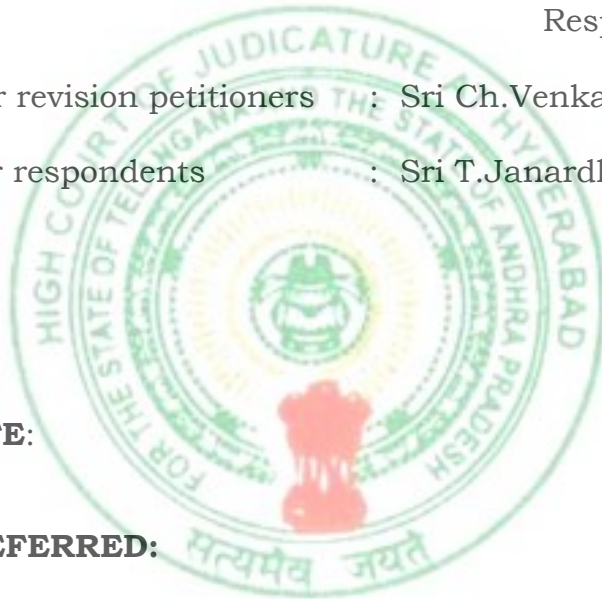
^ Counsel for respondents : Sri T.Janardhan Rao

< **GIST:**

> **HEAD NOTE:**

? **CASES REFERRED:**

1. (2005) 10 SCC 746
2. 2015 (2) ALD 150
3. AIR 2000 SC 1760



THE HON'BLE SRI JUSTICE T.SUNIL CHOWDARY

CIVIL REVISION PETITION Nos.2396, 2397 and 2642 of 2015

COMMON ORDER:

CRP No.2642 of 2015 is filed, under Section 115 of CPC, challenging the order dated 06.3.2015 in EP No.55 of 2014 in O.S.No.1067 of 1999 on the file of the Court of the I Additional Junior Civil Judge, Tirupati, wherein and whereby the executing court ordered delivery of E.P. schedule property in favour of decree holders by removing the superstructures in it.

2. CRP No.2396 of 2015 is filed, under Section 115 of CPC, challenging the docket order dated 18.6.2015 in E.A.No.99 of 2015 in EP No.55 of 2014 in O.S.No.1067 of 1999 on the file of the Court of the I Additional Junior Civil Judge, Tirupati, wherein and whereby the executing court granted police aid for execution of the warrant.

3. CRP No.2397 of 2015 is filed, under Section 115 of CPC, challenging the docket order dated 18.6.2015 in E.A.No.100 of 2015 in EP No.55 of 2014 in O.S.No.1067 of 1999 on the file of the Court of the I Additional Junior Civil Judge, Tirupati, wherein and whereby the executing court ordered to break open the E.P. schedule property for execution of the warrant.

4. Since the point involved in all the revision petitions and the parties to the proceedings are one and the same, this court is inclined to dispose of these civil revision petitions by this common order.

5. The contention of learned counsel for the petitioners-Judgment debtors is three fold: (1) the executing court ought not to have issued delivery warrant in view of pendency of A.S.No.47 of 2003; (2) the executing court failed to consider that EP No.55 of 2014 is not filed within the period of limitation as contemplated under Article 136 of Limitation Act; and (2) if the orders of the court below are allowed to stand, it would amount to miscarriage of justice. ***Per contra***, learned counsel for the respondents-Decree holders submitted that mere pendency of appeal would not operate automatically as stay of the execution proceedings. He further submitted that in a suit for specific performance, the decree is enforceable from the date of execution of sale deed and not from the date of decree and that aspect was considered by the executing court, in right perspective, and allowed the petition. He would further submit that *ex facie* there is no illegality, irregularity or impropriety in the impugned orders, which warrant interference of this court, while exercising jurisdiction under Section 115 of CPC.

6. The relevant facts, for disposal of these revision petitions, are succinctly as follows: B.Raghunath filed O.S.No.1067 of 1999 on the file of the Court of I Additional Junior Civil Judge, Tirupati, against Gutta Subramanyam, for specific performance of contract basing on agreement of sale dated 14.7.1999 executed by Gutta Subramanyam in favour of B.Raghunath. Basing on the oral and documentary evidence available on record, the trial court decreed the suit on 03.7.2000. For one reason or the other, Subramanyam, who is the defendant in the suit, did not execute the sale deed in favour of Raghunath, who is the plaintiff in the suit. Having no other alternative, Raghunath filed E.P. No.489 of

2001 with a prayer to execute the sale deed in his favour by the court. The sale deed was executed in favour of B.Raghunath by the Court on 07.5.2003. B.Raghunath also filed E.A.No.1096 of 2003 for delivery of E.P. schedule property and E.A.No.2362 of 2003 for Police aid and to break open the locks. During the pendency of execution proceedings, Judgment debtor died and E.As were closed. Again, E.A.No.1519 of 2004 was filed for delivery of E.P. schedule property by removing the structures therein. Pending those E.As, Decree holder died; therefore, the legal representatives of the original Judgment debtor and legal representatives of original Decree holder, were brought on record as Judgment debtor Nos.2 to 4 (petitioner Nos.2 to 4 herein) and Decree holder Nos.2 to 4 (respondent Nos.2 to 4 herein) respectively.

7. While things stood thus, petitioner Nos.2 to 4 have filed O.S. No.364 of 2004 against respondent Nos.2 to 4, for declaration that decree dated 03.7.2000 passed in O.S.No.1067 of 1999 is void, illegal, fraudulent and not binding on the petitioners. After full-fledged trial, the trial court dismissed the suit. Aggrieved by the dismissal of O.S.No.364 of 2004, petitioner Nos.2 to 4 have preferred A.S.No.47 of 2013 on the file of the Court of III Additional District Judge, Tirupati. Along with appeal, the petitioner Nos.2 to 4 also filed I.A.No.232 of 2013 seeking stay of all further proceedings in O.S. No.364 of 2004. For one reason or other, the appellate court declined to grant stay of further proceedings in the suit. While things stood thus, respondent Nos.2 to 4 have filed E.P.No.55 of 2014 under Order XXI Rule 35 read with Section 151 of CPC for delivery of E.P. schedule property. Petitioner Nos.2 to 4 have filed counter vehemently opposing the claim of the

respondent Nos.2 to 4, *inter alia*, contending that the E.P. is not maintainable in view of pendency of A.S.No.47 of 2013. After affording reasonable opportunity to both the parties, the executing court allowed E.P. and E.As, as referred supra; hence the revision petitions.

8. The following admitted facts can be culled out from the pleadings and the material available on record. O.S.No.1067 of 1999 was decreed on 03.7.2000 with the following directions:

1. that the defendant to execute the sale deed in pursuance of the agreement of sale dt.14.7.99, failing which got it done through process of court.
2. directing the defendant to deliver the possession of the plaint schedule property to the plaintiff, failing which the same may be done through the process of court.
3. that the defendant be and are hereby restraining by means of permanent injunction not to alienate the plaint schedule property to third parties.
4. that there be no order as to costs.

A perusal of the record clearly reveals that in spite of specific directions of the Court, Gutta Subramanyam did not execute sale deed in favour of B.Raghunath in pursuance of the agreement of sale dated 14.7.1999. It is not the case of the petitioner Nos.2 to 4 that though Subrahmanyam came forward to execute the sale deed, B.Raghunath failed to obtain the sale deed. It is not the case of the petitioner Nos.2 to 4 that Gutta Subramanyam had filed appeal assailing the decree and judgment in O.S. No.1067 of 1999. In view of non-filing of appeal by Gutta Subramanyam, decree passed in O.S.No.1067 of 1999 became final and binding on him. Since Gutta Subramanyam had not executed sale deed, B.Raghunath filed E.P.No.489 of 2001 requesting the court for execution of sale deed in his favour in pursuance of the decree in

O.S. No.1067 of 1999. Ultimately, sale deed was executed in favour of B.Raghunath on 07.5.2003 through process of law. Thereafter, B.Raghunath filed E.A.No.1519 of 2004 for delivery of E.P. Schedule property. When the Field Assistant visited the E.P. schedule property for execution of the warrant, petitioner Nos.2 to 4 have obstructed for delivery of the property. During the pendency of E.A.No.1519 of 2004, B.Raghunath died and the E.P. was closed on 23.9.2005. Subsequently, respondent Nos.2 to 4 came on record as legal representatives of B.Raghunath and filed E.P.No.55 of 2014 for delivery of the E.P. schedule property. E.A.Nos.99 and 100 of 2015 were filed seeking Police aid and to break open the suit schedule property respectively.

9. The points that arise for consideration, in these revision petitions, are as follows:

1. Whether E.P. NO.55 of 2014 is barred by limitation or not? and
2. Whether there is any illegality, irregularity or impropriety in the impugned orders, which warrant interference of this court?

Point Nos.1 and 2:

Since point Nos.1 and 2 are inter-linked with each other, I am inclined to address these two points simultaneously, in order to avoid recapitulation of facts and evidence.

10. The predominant contention of learned counsel for petitioners-Judgment debtors is that in view of pendency of A.S.No.47 of 2013, the executing court ought to have postponed delivery of the E.P. schedule property. *Per contra*, learned counsel for the respondents-Decree holders submitted that in view of non-granting of interim stay in the appeal, the executing court cannot

stall the proceedings. As referred supra, petitioner Nos.2 to 4 have filed O.S.No.364 of 2004 to declare the decree dated 03.7.2000 in O.S.No.1067 of 1999 as void, illegal, fraudulent and not binding on Judgment debtors. After full-fledged trial, the trial court dismissed O.S.No.364 of 2004. Thereafter, petitioner Nos.2 to 4 have preferred A.S.No.47 of 2013 on the file of the Court of III Additional District Judge, Tirupati and the same is pending. It is not the case of the petitioner Nos.2 to 4 that they obtained interim order in their favour during the pendency of the suit or appeal to stay all further proceedings in E.P.No.55 of 2014 in O.S.No.1067 of 1999. The material available on record clinchingly establishes that there is no prohibitory order to execute the decree in O.S.No.1067 of 1999. Mere pendency of an appeal by itself is not a valid ground to stall the proceedings in the E.P. Therefore, I am unable to countenance the submission of the learned counsel for the petitioners-Judgment debtors that in view of pendency of A.S.No.47 of 2013, the executing court ought not have ordered delivery of E.P. schedule property.

11. The next question that falls for consideration is whether E.P.No.55 of 2014 is filed within the period of limitation or not. It is the contention of learned counsel for the petitioners-Judgment debtors that in the instant case, period of limitation starts from 03.7.2000 i.e., from the date of decree in O.S.No.1067 of 1999. The contention of learned counsel for the respondents-Decree holders is that period of limitation starts with effect from 07.5.2003 i.e., the date of execution of the sale deed. In order to appreciate the rival contentions, it is not out of place to extract hereunder Article 136 of the Limitation Act.

136. For the execution of any decree (other than a mandatory injunction) or order of any Civil Court.	Twelve Years	When the decree or order becomes enforceable or where the decree or any subsequent order directs any payment of money or the delivery of any property to be made at a certain date or at recurring periods when default in making the payment or delivery in respect of which execution is sought takes place: Provided that an application for the enforcement of a decree granting a perpetual injunction shall not be subject to any period of limitation.
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A perusal of column Nos.1 and 2, at a glance, clearly reveals that the period of limitation for execution of any decree, other than the decree for mandatory injunction, is 12 years. One has to read the three columns in juxtaposition in order to ascertain the underlying object of the Article. The scope of interpretation of an Article depends on the object for which such Article was enacted. It is manifest, from a conjoint reading of column Nos.1, 2 and 3 of the above Article, that the period of limitation has to be reckoned from the date of enforceability of the decree or order. In order to achieve the object for which the Article was enacted, the court has to interpret the Article in such a way to facilitate the Decree holder to enjoy the fruits of the decree regardless of the hyper-technicalities on which the Judgment debtor is placing much reliance with an ulterior motive. The Legislature, in its wisdom, incorporated column No.3 in the Article indicating unambiguously its intention that the period of limitation starts from the date of enforceability of a decree. If not directly, by necessary implication, this Article makes distinction between a decree *per se* and decree enforceable. If there is no distinction between the date of decree and enforceability of decree, there is no need to incorporate column No.3 in the Article. The irresistible conclusion that can be drawn from the above Article is that the date of a decree cannot be equated with the date of enforceability of a decree. While

reckoning the period of limitation, the court shall not lose sight of the distinction between the above two facets. The underlying object of column No.3 of the Article is to extend the period of limitation, in certain circumstances where the court while passing the decree imposes certain clog or condition, stipulated in column Nos.1 and 2. It is needless to say that the court passes decree basing on the nature of the suit. In certain suits, the court has to pass preliminary and final decree. In a suit for specific performance, while decreeing the suit, the court directs the defendant to execute the sale deed in favour of the plaintiff within a stipulated time. If the defendant fails to execute the sale deed, then the plaintiff has to file E.P. seeking the relief of execution of sale deed in his favour by the court. Unless and until the sale deed is executed, either by the defendant or on his failure by the court, the plaintiff will not become the owner of the suit schedule property. The plaintiff, in a suit for specific performance, is not entitled to file E.P. for delivery of the schedule property without obtaining sale deed. It is needless to say that the decree passed in favour of the plaintiff, in a suit for specific performance, will be enforceable as contemplated under column No.3 of Article 136 of the Limitation Act, from the date of obtaining of the registered sale deed by the plaintiff-decree holder. During this interregnum period, the decree obtained by the plaintiff is not enforceable. When the decree itself is not enforceable in accordance with law, the question of filing of E.P. for delivery of the suit schedule property by the plaintiff is only a myth. By any stretch of imagination, it cannot be presumed that the executing court would issue delivery warrant in favour of the plaintiff, in a suit for specific performance, unless and until

registered sale deed is executed in favour of the plaintiff. The decree in a partition suit cannot be equated with that of a decree in a suit for specific performance of a contract. In a suit for partition, a preliminary decree will be passed at the first instance by determining the rights of the parties to the suit. In a final decree proceedings, the court allocates the suit schedule property as per the entitlement of the parties by metes and bounds, if necessary, by appointing an advocate commissioner. After passing of the final decree, the parties to the proceedings have to submit non-judicial stamps for engrossing of the decree. But in a suit for specific performance, the defendant has to execute the sale deed in favour of the plaintiff as per the terms and conditions of the decree. The defendant may not execute the sale deed in favour of the plaintiff, for obvious reasons. In such a situation, the only option left open to the plaintiff is to file an E.P., seeking execution of the sale deed in his favour by the court. The Parliament, in its wisdom, visualizing the human conduct more particularly who lost the battle in the court, who eventually may not comply the terms and conditions of the decree, with an ulterior motive to deprive or postpone the enjoyment of the fruits of the decree by the successful party as long as possible, incorporated column No.3 in Article 136. In the case on hand, the trial court passed the decree on 03.7.2000 enabling B.Raghunath to obtain sale deed from Subramanyam and on his failure from the court by following due procedure. It is not the case of the petitioner Nos.2 to 4 that B.Raghunath has not filed E.P. for execution of sale deed within a reasonable time. If the limitation is reckoned by following mathematical calculation from the date of decree i.e., 03.7.2000

undoubtedly the E.P. filed by the Decree holders is beyond the period of limitation prescribed under Article 136 of the Limitation Act. In a suit for specific performance, what is the effective date of enforceability of a decree is the core issue to be addressed in these revisions. To substantiate the argument, learned counsel for the petitioners-Judgment debtors has drawn the attention of this court to the decision in **Dr.Chiranji Lal (D) By L.Rs v Hari Das (D) By LRs**¹, wherein the Hon'ble apex court held as para Nos.2, 25 and 26 as follows:

2. The question that arises for determination in this matter is when would the period of limitation for execution of a decree passed in a suit for partition commence. In other words, question is when such a decree becomes enforceable, from the date when the decree is made or when the decree is engrossed on the stamp paper, which, out of these two, would be the starting point of limitation?

25. The engrossment of the final decree in a suit for partition would relate back to the date of the decree. The beginning of the period of limitation for executing such a decree cannot be made to depend upon date of the engrossment of such a decree on the stamp paper. The date of furnishing of stamp paper is an uncertain act, within the domain, purview and control of a party. No date or period is fixed for furnishing stamp papers. No rule has been shown to us requiring the Court to call upon or give any time for furnishing of stamp paper. A party by his own act of not furnishing stamp paper cannot stop the running of period of limitation. None can take advantage of his own wrong. The proposition that period of limitation would remain suspended till stamp paper is furnished and decree engrossed thereupon and only thereafter the period of twelve years will begin to run would lead to absurdity. In *Yeswant Deorao Deshmukh v. Walchand Ramchand Kothari*, AIR 1951 SC 16, it was said that the payment of court fee on the amount found due was entirely in the power of the decree-holder and there was nothing to prevent him from paying it then and there; it was a decree capable of execution from the very date it was passed.

26. Rules of limitation are meant to see that parties do not resort to dilatory tactics, but seek their remedy promptly. As above noted, there is no statutory provision prescribing a time-limit for furnishing of the stamp paper for engrossing the decree or time-limit for engrossment of the decree on stamp paper and there is no statutory obligation on the court passing the decree to direct the parties to furnish the stamp paper for engrossing the decree. In the present case

¹ (2005) 10 SCC 746

the Court has not passed an order directing the parties to furnish the stamp papers for the purpose of engrossing the decree. Merely because there is no direction by the Court to furnish the stamp papers for engrossing of the decree or there is no time-limit fixed by law, does not mean that the party can furnish stamp papers at its sweet will and claim that the period of limitation provided under Article 136 of the Act would start only thereafter as and when the decree is engrossed thereupon. The starting of period of limitation for execution of a partition decree cannot be made contingent upon the engrossment of the decree on the stamp paper. The engrossment of the decree on stamp paper would relate back to the date of the decree, namely, 7-8-1981, in the present case. In this view the execution application filed on 21-3-1994 was time-barred having been filed beyond the period of twelve years prescribed under Article 136 of the Act. The High Court committed illegality in coming to the conclusion that it was not barred by limitation.

As per the principle enunciated in the case cited supra, in a partition suit, the limitation starts from the date of decree and not from the date of filing of the non-judicial stamps for engrossing the decree.

12. The learned counsel for the respondents-decree holders has drawn the attention of this court to the following decisions:

(i) **LAO, Bodhan v Gangadhar Rao**², wherein the relevant portion in para 5 reads as under:

5(d) Further, it is to be seen that if an execution petition is dismissed for statistical purpose there being no adjudication of the rights of the parties on merits or there being no disposal of the contentions of the parties conclusively, such an order is not a final order and must be deemed to be an order passed for statistical purposes as held in the decision in Chidambaram Chettiar v. Periyasamy Chettiar, AIR 1978 Mad. 371. As per the ratio in the above decision, if an execution petition stands dismissed for statistical purposes without there being any adjudication of the rights of the parties on merits conclusively, such a dismissal shall be taken as a dismissal for statistical purpose only and in such a case, a fresh application must be deemed to be one for revival or continuation of the former application for execution.

13. The following two principles can be deduced from the above decision: (1) The decree holder is entitled to file any number of

² 2015 (2) ALD 150

Execution Petitions till expiry of period of limitation, and (2) Mere dismissal of Execution Petition for statistical purpose would not debar the decree holder to file another Execution Petition, within a period of limitation.

(ii) **Deep Chand v Mohan Lal**³, wherein the Hon'ble apex Court held at para Nos.6, 7 and 8 as follows:

6. It has been held in *Akshoy Kumari Debi v. Nalini Ranjan Mukherjee*¹, *Kotta Annapurnamma v. Makku Venkamma*, AIR 1938 Mad 323, and *Parmeshri v. Atti*, AIR 1958 Punjab 79, that:

“It is the policy of law that Article 182 (now Article 136) should receive a fair and liberal and not a technical construction so as to enable the decree-holder to reap the fruits of his decree. It will not be in consonance with the principles of just interpretation, to strain the language of Article 182 in favour of a judgment-debtor who has not paid his just debt.”

7. In the instant case the suit of the respondent was decreed in the following terms:

“It is ordered that the defendant is directed to get executed the sale deed as per agreement Exhibit PW-1/2 dated 13-8-1969 to sell the suit land for Rs 25,000 in favour of the plaintiff. The defendant will get only Rs 14,782 before the Sub-Registrar at the time of registration. He had received Rs 10,218. The plaintiff will pay the expenses on account of stamp and registration of the sale deed in question and plaintiff is also entitled to possession of this land as soon as the sale deed is executed and registered. The defendant is now directed that he should execute and get registered the sale deed by 22-3-1973 on the above terms failing which the plaintiff can get the sale deed executed through court. Suit of the plaintiff is accordingly decreed with costs.”

8. As noted earlier, the appellant judgment-debtors are found to have committed defaults in the payment of the instalments as agreed upon. The decree-holder was, therefore, entitled to get the sale deed executed in terms of the decree passed in his favour. He was held “entitled to possession” of the land as soon as the sale deed was executed and registered. It is not disputed that the sale deed was executed in favour of the decree-holder vide court orders dated 23-3-1984. The execution application seeking possession of the land, the subject-matter of the decree, was filed in April 1994, admittedly, within a period of twelve years as

³ AIR 2000 SC 1760

prescribed under Article 136 of the Limitation Act. The High Court has rightly held that the decree for possession of the land became enforceable only after the execution of the sale deed as was the direction of the Court decreeing the suit. Before the execution of the sale deed in his favour on 23-3-1984, the decree-holder was not entitled to possession in terms of the decree. The decree, therefore, itself directed its execution after the execution of the sale deed in favour of the decree-holder. The decree-holder has been proved to have filed successive applications for the execution of the decree within the period of limitation. The language of Article 136 cannot be strained in favour of the judgment-debtors who have been found to have not availed of the benefits of the decree conferred upon them as they are proved to have failed to pay the amount even in instalments. The decree in the instant case is not capable of any other interpretation. As a general rule the executing court should not find ways to dismiss the execution application as barred by time unless it is established, beyond doubt, that such an application was beyond limitation.

14. As per the principle enunciated in the case cited supra, in a suit for specific performance of contract, decree is enforceable from the date of execution of the sale deed. The period of limitation has to be reckoned from the date of execution of the sale deed and not from the date of the decree.

15. The learned counsel for the petitioner Nos.2 to 4 strenuously submitted that **Dr.Chiranji Lal** (2005) Judgment was delivered by the full-bench whereas **Deep Chand** (2000) Judgment was delivered by the division bench; therefore, the principle enunciated in **Dr.Chiranji Lal** case will prevail over the principle enunciated in **Deep Chand** case. In **Dr.Chiranji Lal** case the Full Bench of the Supreme Court neither considered nor over-ruled the judgment in **Deep Chand** case. When two judgments of the Supreme Court laid down two different principles, basing on facts and circumstances of those cases, the principles enunciated in those two cases will become precedents and are binding on the High Courts as well as

subordinate courts, in the same set of facts and circumstances, in view of Article 141 of the Constitution of India. In both the cases, though the Supreme Court dealt with period of limitation under Article 136 of the Limitation Act, the issue involved in those two cases is quite distinct and different. In **Deep Chand** case, the Supreme Court considered the scope of column No.3 of Article 136 of Limitation Act. The principle enunciated in the above two cases is not one and the same. As observed earlier, the civil court passes a decree basing on the nature of the suit. A final decree passed in a partition suit cannot be equated with a decree passed in a suit for specific performance. The period of limitation is to be reckoned, as ordained under Article 136 of the Limitation Act, from the date of enforceability of decree in certain suits and from the date of decree in other suits. Having regard to the facts and circumstances of the case and also the principles enunciated in the cases cited supra, I am unable to countenance the submissions made by the learned counsel for the petitioners that the principle enunciated in **Deep Chand** case is not binding in view of subsequent Full Bench judgment in **Dr.Chiranjil Lal** case.

16. Having regard to the facts and circumstances of the case and also the principles enunciated in the cases cited supra, I am of the considered view that in a suit for specific performance of contract, the plaintiff gets right of enforceability of decree to take delivery of the suit schedule property from the date of registration of sale deed in his favour and in view of Article 136 of the Limitation Act, the period of limitation commences from the date of the registration of the sale deed. In the instant case, the trial court decreed the suit on 03.7.2000, and consequently executed the sale deed in favour

of plaintiff-Decree holder No.1 on 07.5.2003. From 03.7.2000 to 07.5.2003, the decree passed in favour of the plaintiff is not enforceable or executable so far as delivery of the suit schedule property is concerned. For all practical and legal purposes, the decree was enforceable with effect from 08.5.2003. Therefore, respondent Nos.2 to 4 are entitled to file the E.P. for delivery of the property on or before 07.5.2015. Respondent Nos.2 to 4 have filed Execution Petition in the year 2013, but the same was numbered in the year 2014 as E.P. No.55 of 2014. The material placed before the court below clinchingly establishes that the E.P. was filed within the period of limitation. The executing Court has assigned reasons much less cogent and valid reasons while allowing the petitions. The findings recorded by the executing court are based on material available on record. I am fully endorsing the findings recorded by the executing court. There is no illegality, irregularity or impropriety in the orders passed by the executing court, which warrant interference of this court while exercising jurisdiction under Section 115 of CPC. Accordingly, the points are answered against the petitioners-Judgment debtors.

17. In the result, the civil revision petitions are dismissed. Miscellaneous petitions, if any pending in these civil revision petitions, shall stand closed.

T.SUNIL CHOWDARY, J

Date: 05.6.2017.

NOTE:

L.R. Copy be marked : YES / NO
(By order)
YS