

THE HON'BLE SRI JUSTICE M.SATYANARAYANA MURTHY

CRIMINAL REVISION CASE NO.2090 OF 2017

ORDER:

Aggrieved by the order passed by the I Additional Chief Metropolitan Magistrate, Hyderabad, in M.P.No.1723 of 2016 in CCSR No.4366 of 2014 in Crime No.980 of 2014 dated 06.02.2014, the petitioners/A-3 & 4 preferred the present criminal revision case, questioning the legality, propriety and irregularity of the order impugned.

The complainant/respondent no.1 filed a private complaint before the I Additional Chief Metropolitan Magistrate, Hyderabad against M/s Sandhya Realtors Private Limited (A-3) rep. by its Director S. Sandhya and Sarnala Sandhya W/o Sarnala Sreedhar Rao (A-4) for the offences punishable under Sections 419,420,506 r/w Section 120 (b) I.P.C, making serious allegations against the accused Nos. 2 & 3 in the private complaint.

It is the case of the complainant that, M/s Sandhya Hotels East (P) Ltd (A-1) represented by its Managing Director, S. Sreedhar Rao (A-2), M/s Sandhya Realtors Private Limited (A-3) rep. by its Director Sarnala Sandhya (A-4) sold semi-finished 3rd & 4th floors with carpet area admeasuring 23,963 sft & 12,042 sft (total 36,005 sft) along with northern portion of 3 cellars for parking area of 45,466 sft in the SBR Pride Commercial Complex, together with undivided share of land equivalent to 2,227 sq.yds out of 5,566 sq.yds situated in Sy.no.126, Hydernagar Village, Kukatpally, Balanagar Mandal, Ranga Reddy District and executed

a registered sale deed dated 06.12.2012 bearing document No.7693/2010 in favour of the complainant by receiving valuable consideration, resenting that the said property is free from all encumbrances, attachment litigations, subsisting agreements of sale, tenancy or defects in title or sanctions whatsoever and the accused has got absolute authority to sell the said property in favour of the complainant. The complainant came to know on 09.08.2010 that the accused 1 & 3 represented by accused 2 & 4 executed agreement dated 09.08.2010 in favour of M/s Asian Multi Dimension Entertainments (P) Ltd., permitting it to undertake exclusive screening rights in respect of all films and shows to be screened in the three auditoriums located at third floor onwards, including food court in the shopping/commercial complex-cum-multiplex which property is subsequently alienated in favour of the complainant. The complainant submitted in the complaint that the accused nos. 1 to 4 deliberately and consciously suppressed the factum of themselves entering into an agreement dated 09.08.2010 with M/s Asian Multi Dimension Entertainments (P) Ltd. and falsely represented that the said property is free from tenancy and acting upon such representation, the complainant was induced to purchase the property for valuable sale consideration. Further, as per the sale agreement dated 09.08.2010, A-1 represented by A-2 received an amount of Rs.2 crores from M/s Asian Multi Dimension Entertainments (P) Ltd. When the complainant questioned the accused as to how they could execute the registered sale deed by suppressing the factum of the earlier agreement dated 09.08.2010 entered into with M/s Asian Multi Dimension

Entertainments (P) Ltd., upon which the accused assured that M/s Asian Multi Dimension Entertainments (P) Ltd. will enter into another agreement directly with the complainant, transferring all the rights, as agreed and incorporated under the agreement dated 09.08.2010 in favour of the complainant. The complainant believed and acted upon such representation made by the accused upon which the accused entered into an agreement on 06.12.2012 with the complainant agreeing to transfer the amount of Rs. 2 crores received by way of interest free refundable deposit from M/s Asian Multi Dimension Entertainments (P) Ltd. in favour of the complainant, in view of the purchase by him. At the time of execution of the said agreement dated 06.12.2012, the A-1 represented by A-2 got signed the cheque bearing No.047522 drawn on Axis Bank Limited, Madhapur Branch, Hyderabad, without mentioning the date, but mentioned only date and year as nil-12-2012 in favour of the complainant and assured to handover the same as and when the funds to satisfy the said amounts is readily available in the account. Thus, though there is a recital in the agreement dated 06.12.2012 that the cheque bearing no.047522 dated nil-12-2012 drawn on Axis Bank Limited, Madhapur Branch, Hyderabad towards refund of the security deposit received from M/s Asian Multi Dimension Entertainments (P) Ltd., but in fact no such cheque was ever issued in favour of the complainant as mentioned in the agreement. Subsequently, M/s Asian Multi Dimension Entertainments (P) Ltd. informed that they received a letter dated 20.02.2013 from A-1 represented by A-2 intimating M/s Asian Multi Dimension Entertainments (P) Ltd.

with regard to the alleged transfer of Rs.2 crores by A-1 represented by A-2 towards interest free refundable deposit in favour of the complainant by way of cheque. Subsequently, on 12.04.2013, A-2 & A-4 in active collusion and by criminally conspiring with each other, induced the complainant to enter into an agreement with M/s Asian Multi Dimension Entertainments (P) Ltd., permitting it to undertake exclusive screening rights in respect of all films and shows to be screened in the three auditoriums comprising of plinth area admeasuring 34000 sft in the multiplex located at third floor onwards including food court in the shopping/commercial complex-cum-multiplex by falsely representing that within couple of days, they will see that the amount of Rs.2 crores is paid in favour of the complainant. In the said agreement dated 12.04.2013, which was got prepared by A-1 represented by A-2, wherein it is falsely alleged that M/s Asian Multi Dimension Entertainments (P) Ltd, already paid an amount of Rs.2 crores to the complainant which is absolutely false and baseless. Thus, A-2 & A-4 cheated the complainant and when the complainant questioned A-2, A-2 threatened the complainant with dire consequences. In view of the alleged incident, the complainant filed a private complaint before the I Metropolitan Magistrate, Cyberabad, who in turn by exercising power under Section 156(3) Cr.P.C referred to police. On the strength of the same, the Station House Officer registered Crime No.980 of 2014 for the offences punishable under Sections 419, 420, 506 r/w 120(b) I.P.C and filed a final report. The complainant had already received an amount of Rs.2 crores from A-1 to A-4, under agreement of sale

and that the complainant misrepresented the case of screening the real facts and submitted a final report treating the case as mistake of fact.

In view of filing final report by the Station House Officer, Saifabad Police Station, a notice contemplated under Section 173(3)(b) was issued to the complainant, who in turn filed a protest petition.

During examination, the complainant/first respondent was examined and marked Exs.P-1 to P-7. In the statement, the complainant narrated the entire facts constituting the offences.

Upon hearing the learned counsel for the first respondent/complainant, the I Additional Chief Metropolitan Magistrate, took cognizance for the offences punishable under Sections 419, 420, 506 r/w 120(b) I.P.C against A-1 to A-4, while rejecting the final report filed under Section 172(3) Cr.P.C, ordered summons to A-1 to A-4 on payment of process fee by the complainant/first respondent herein. Questioning the order passed by the Court taking cognizance of the offences punishable under Sections 419, 420, 506 r/w 120(b) I.P.C against the petitioners herein/A-3 & A-4, the petitioners herein filed the present criminal revision case raising various contentions.

A-1 & A-2 had received Rs.2 crores from M/s Asian Multi Dimension Entertainments (P) Ltd, by way of cheque bearing Nos.318113, 318114, 318115 dated 28.12.2011, 28.12.2011 & 07.01.2012 for an amount of Rs.1,00,00,000/-, Rs.50,00,000/- and Rs.50,00,000/- all drawn on ING Vysya Bank respectively towards interest free refundable deposit which was encashed by

A-1 represented by A-2. The allegation that the petitioners made a false representation to the complainant and obtained signature on the agreement while agreeing to pay Rs.2 crores within short time is not supported by any material. The private complaint was filed by the complainant/first respondent without any material to establish *prima facie* that the complainant made a false representation with dishonest and fraudulent intention to cheat him and in the absence of any *prima facie* material, taking cognizance for the offences punishable under Sections 419, 420, 506 r/w 120(b) I.P.C against the petitioners herein/A-3 & A-4 is illegal and the Court should have accepted the final report filed under Section 173(2) Cr.P.C and in the absence of any material, taking into consideration of recitals in the complaint.

It is also contended that, even if the amount alleged agreed to be paid i.e. Rs.2 crores was not paid to the complainant/first respondent, the remedy is otherwise i.e. civil remedy. Therefore, no colour of criminality cannot be attached to such incident for non-payment of the amount. Therefore, the facts of the case would not attract the offences punishable under Sections 419, 420, 506 r/w 120(b) I.P.C against the petitioners herein/A-3 & A-4 and consequently, the order passed by the Court below is erroneous on the face of record and requested this Court to exercise its power under Sections 397 & 401 Cr.P.C to set-aside the order passed by the Court below and dismiss the complaint.

During hearing, learned counsel for the petitioners Sri P. Raja Sripathi Rao would contend that the dispute appears to be purely civil in nature and when the accused allegedly made a false

representation and made the complainant/first respondent to sign on the agreement, transferring the leasehold rights of M/s Asian Multi Dimension Entertainments (P) Ltd., it does not amount to an offence punishable under Section 420 I.P.C, since there is nothing on record to suggest that A-1 & A-2 had any intention at the time of commencement of the alleged sale of the property and obtaining signatures on the agreement. Even otherwise, the remedy available to the complainant/first respondent is to recover the amount by filing appropriate civil proceedings, but not resorting to criminal litigation. Therefore, the order passed by the Court below, taking cognizance against the petitioners for the offences punishable under Sections 419, 420, 506 r/w 120(b) I.P.C is illegal and manifestly perverse and apparently erroneous, such order is liable to be set-aside by exercising power of revision by this Court.

Per contra, learned counsel for the complainant/first respondent Sri T. Bala Mohan Reddy, argued totally in support of the order passed by the Court below, while contending that making the complainant/first respondent to sign on the agreement with M/s Asian Multi Dimension Entertainments (P) Ltd., for transfer of leasehold rights to screen all types of films in the three auditoriums on the promise made by the petitioners and two other accused, failure to pay the amount would clearly constitute an offence punishable under Section 420 I.P.C. Apart from that, threatening the complainant/first respondent with dire consequences and demanding for payment of amount would constitute an offence punishable under Section 506 I.P.C r/w Section 120(b) I.P.C. Therefore, when the police did not collect

necessary material during investigation, filing a final report under Section 173(2) Cr.P.C would not debar the Court below to take further action on the report and the Court below by following necessary procedure passed the order under challenge and requested this Court to confirm the order passed by the Court below, by dismissing the criminal revision case.

Considering rival contentions and perusing the material available on record, the point that arises for consideration is”

“Whether taking cognizance against the petitioners herein/ -3 & A-4 along with the others for the offences punishable under Sections 419, 420, 506 r/w 120(b) I.P.C and ordering summons to the present petitioners and other accused/A-1 & A-2 is in accordance with law. If not, the complaint be dismissed allowing this revision, setting aside the order in M.P.No.1723 of 2016 in CCSR No.4366 of 2014 in Crime No.980 of 2014 dated 06.02.2014.”

P O I N T:

Undisputedly, the complainant/first respondent purchased the property as stated above under registered sale deed dated 06.12.2012 bearing document No.7693 of 2012 executed by A-1 and A-4, incorporating usual covenants of title and possession in the sale deed. It is equally an undisputed fact that M/s Asian Multi Dimension Entertainments (P) Ltd. obtained rights to screen all films and shows in the three auditoriums comprising plinth area admeasuring 34000 sft in the multiplexes. But, without disclosing such leasehold rights created in favour of M/s Asian Multi

Dimension Entertainments (P) Ltd., the petitioners herein and the two other accused sold the property with usual covenants of title and right to enjoyment, including possession in the sale deed dated 06.12.2012.

On coming to know about the lease created in favour of M/s Asian Multi Dimension Entertainments (P) Ltd., the complainant/first respondent questioned the accused. Thereupon, A-2 got signed a cheque bearing no.047522 dated nil-12-2012 drawn on Axis Bank, Madhapur Branch, Hyderabad for Rs.2 crores signed by A-2, while assuring to handover the same as and when the funds were readily available in the account and on the basis of such representation, the complainant/first respondent subscribed his signature on the agreement dated 06.12.2012 which was deposited towards refund of security deposit received from M/s Asian Multi Dimension Entertainments (P) Ltd and the same was referred in the agreement. But the amount was not transferred to the account of the petitioners herein; a letter was addressed by the accused to M/s Asian Multi Dimension Entertainments (P) Ltd. about transfer of Rs. 2 crores to the complainant/first respondent on 12.04.2013. Thus, the accused including the present petitioners allegedly conspired together, induced the first respondent to enter into an agreement with M/s Asian Multi Dimension Entertainments (P) Ltd. permitting to screen the films in the three auditoriums, based on such false representation. But, no cheques were issued in favour of the complainant/first respondent, but based on false promise made by A-1 to A-4, including the petitioners herein, he subscribed the

signature on the agreement with M/s Asian Multi Dimension Entertainments (P) Ltd, creating leasehold screening rights in respect of all films and shows to be screened in the three auditoriums.

The case of the prosecution is clear from the beginning that the petitioners/accused 3 & 4 by deceitful manner, obtained the signature of the complainant/first respondent while promising to pay the amount collected from M/s Asian Multi Dimension Entertainments (P) Ltd towards license fee or lease amount for screening rights in respect of all films and shows in all the three auditoriums which the complainant/first respondent purchased admittedly. But the contention of the learned counsel for the petitioners is that as the dispute is purely civil in nature, the petitioners cannot be proceeded under criminal law. No doubt, some times the act committed by a person may be a civil wrong or sometimes, it may also constitute an offence under provisions of penal laws. But, the difference is, in a civil proceeding, the remedy is to restore the loss sustained by the plaintiff in the suit or to grant any other reliefs permitted under law. But, in case of a crime, the person who committed an act which constituted an offence is liable for punishment. Merely because an act would constitute a civil wrong, the criminal proceedings cannot be dropped against the person who committed such act. Therefore, the act committed by the petitioners/accused 3 & 4 would fall within the definition of 'cheating' under Section 415 I.P.C and it is liable for punishment under Sections 419,420,506 r/w Section 120 (b) I.P.C.

The word 'conspiracy' is defined under Section 120-A I.P.C which reads as follows:

"When two or more persons agree to do, or cause to be done:-

- (1) an illegal act, or
- (2) an act which is not illegal by illegal means, such an agreement is designated a criminal conspiracy:

Provided that no agreement except an agreement to commit an offence shall amount to a criminal conspiracy unless some act besides the agreement is done by one or more parties to such agreement in pursuance thereof."

Similarly, the punishment for 'criminal conspiracy' is defined under Section 120-B I.P.C, which is a penal provision.

(1) Whoever is a party to a criminal conspiracy to commit an offence punishable with death, imprisonment for life or rigorous imprisonment for a term of two years or upwards, shall, where no express provision is made in this Code for the punishment of such a conspiracy, be punished in the same manner as if he had abetted such offence.

(2) Whoever is a party to a criminal conspiracy other than a criminal conspiracy to commit an offence punishable as aforesaid shall be punished with imprisonment of either description for a term not exceeding six months, or with fine or with both.

To constitute an offence punishable under Section 120-B I.P.C, there must be commission of an illegal act or agreeing to do an illegal act or an act which is not legal by illegal means. Such act is designated as criminal conspiracy. The most important ingredient to constitute offence under Section 120-B I.P.C is an agreement between two or more persons to do an illegal act. When the offence of conspiracy is agreed to be done, the act itself is an offence, which need not be accomplished. Therefore, such conspiracy can be inferred only from the proved facts and circumstances and there cannot be any direct evidence to prove

such an agreement to constitute such an offence punishable under Section 120-B I.P.C.

In view of the definition of 'criminal conspiracy' under Section 120-A I.P.C, such act cannot be proved by direct evidence and it can be inferred from proved facts whether the petitioners along with others committed the act of 'criminal conspiracy, which is punishable under Section 120-B I.P.C. Therefore, at this stage, it is difficult for this Court to decide whether the petitioners herein are guilty of criminal conspiracy or not without any evidence.

The other offences allegedly committed by the petitioners/accused 3 & 4 are punishable under Sections 419 & 420 I.P.C. Section 419 I.P.C prescribes punishment for cheating by personation and it is defined as whoever cheats by personation shall be punished with imprisonment of either description for a term which may extend to three years, or with fine, or with both. Similarly, Section 420 I.P.C prescribes punishment for cheating and dishonestly inducing delivery of property and it is defined as whoever cheats and thereby dishonestly induces the person deceived to deliver any property to any person, or to make, alter or destroy the whole or any part of a valuable security, or anything which is signed or sealed, and which is capable of being converted into valuable security, shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine.

To constitute an offence punishable under Section 420 I.P.C, there must be a false representation and dishonest concealment of fact either in the representation made by him or in the document

obtained to hold the person guilty of the offence of cheating. It has to be shown that his intention was dishonest at the time of making promise and proof of such cheating depends upon the evidence available on record adduced by the parties before this Court. When the accused made part payment, based on bogus receipts, it would constitute an offence punishable under Section 420 I.P.C.

The distinction between 'cheating' and 'breach of contract' is explained by the Supreme Court in ***International Advanced Research Centre for Powder Metallurgy and New Materials (ARCI) and Ors. vs. Nimra Cerglass Technics (P) Ltd. and Ors.***¹, wherein, the Apex Court held that making of a false representation is one of the essential ingredients to constitute the offence of cheating Under Section 420 Indian Penal Code. In order to bring a case for the offence of cheating, it is not merely sufficient to prove that a false representation had been made, but, it is further necessary to prove that the representation was false to the knowledge of the accused and was made in order to deceive the complainant. Distinction between mere breach of contract and the cheating would depend upon the intention of the accused at the time of alleged inducement. If it is established that the intention of the accused was dishonest at the very time when he made a promise and entered into a transaction with the complainant to part with his property or money, then the liability is criminal and the accused is guilty of the offence of cheating. On the other hand, if all that is established that a representation made by the accused

¹ 2016 (1) SCC 348

has subsequently not been kept, criminal liability cannot be fastened on the accused and the only right which the complainant acquires is the remedy for breach of contract in a civil court. Mere breach of contract does not give rise to criminal prosecution for cheating unless fraudulent or dishonest intention is shown at the beginning of the transaction.

In view of the distinction drawn by the Apex Court in the judgment referred supra, cheating and breach of contract are distinct.

The Supreme Court in ***Ram Narain Popli vs. Central Bureau of Investigation***² observed that the prosecution has to prove the necessary ingredients to constitute an offence of cheating and held as follows:

“Section 420 deals with cheating and dishonestly inducing delivery of property. The offence of cheating is made of two ingredients. Deception of any person and fraudulently or dishonestly inducing that person to deliver any property to any person or to consent that any person shall retain any property. To put it differently, the ingredients of the offence are that the person deceived delivers to some one a valuable security or property, that the person so deceived was induced to do so, that such person acted on such inducement in consequence of his having been deceived by the accused and that the accused acted fraudulently or dishonestly when so inducing the person. To constitute the offence of cheating, it is not necessary that the deception should be by express words, but it may be by conduct or implied in the nature of the transaction itself.”

In the present case on hand, the petitioners along with other accused agreed to transfer the amount collected from M/s Asian Multi Dimension Entertainments (P) Ltd, towards lease amount or license fee for screening the films in three auditoriums, which is part of the property purchased by the complainant/first

² 2003 (3) SCC 641

respondent, but failed to pay the amount and threatened the complainant with dire consequences when the complainant demanded for payment of amount. Therefore, the petitioners along with other accused deceitfully induced the complainant *prima facie* to subscribe his signature on the agreement dated 12.04.2013 with an undertaking to transfer the amount to the complainant account. But the petitioners along with the other accused did not pay the amount or transfer the amount to the account of the complainant. Thus, the petitioners and the other accused have intentionally induced the complainant who was deceived to do or forced to do a thing i.e. subscribing signature on the agreement dated 12.04.2013 executed in favour of M/s Asian Multi Dimension Entertainments (P) Ltd and put to substantial injury or harm to the property, thereby the petitioners *prima facie*, material is found to proceed against the petitioner for the offence of cheating which is punishable under Section 420 I.P.C.

The other allegation made against the petitioners/accused 3 & 4 is that the petitioners and other accused committed an offence of criminal intimidation and liable for punishment under Section 506 I.P.C.

Section 506 I.P.C deals with punishment for criminal intimidation and it is defined under Section 503 I.P.C which stipulates that whoever threatens another with any injury to his person, reputation or property, or to the person or reputation of any one in whom that person is interested, with intent to cause alarm to that person, or to cause that person to do any act which he is not legally bound to do, or to omit to do any act which that

person is legally entitled to do, as the means of avoiding the execution of such threats, commits criminal intimidation. Therefore, to constitute an offence punishable under Section 506 I.P.C, there must be a threat for one person with any injury to his person, reputation or property, or to the person or reputation of anyone in whom that person is interested. Here, in this case, the complainant was subjected to threat to cause injury to his personal and property allegedly, by the petitioners and other accused, as per the material on record, *prima facie*. Therefore, there is *prima facie* material against the petitioners herein/accused 3 & 4 to proceed against them and in such case, the petitioners cannot be discharged for the offence punishable under Section 506 I.P.C

The present petition is filed under Section 397 and 401 of Cr.P.C. Jurisdiction of this Court under Section 397 and 401 of Cr.P.C. is limited and the High Court may exercise such power only when the Court found that there is a manifest perversity in the order or the finding recorded by the Court is without any evidence or material, though section 401 of Cr.P.C. confers a kind of paternal and supervisory jurisdiction on the High Court over all other criminal Courts established in the State in order to correct miscarriage of justice arising from a misconception of law, irregularity or procedure, neglect or proper precautions or apparent harshness of treatment which has on the one hand resulted in some injury to the due maintenance of law and order or, on the other hand, in some underserved hardship to individuals. The revisional power conferred on the High Court by

Section 401 of Cr.P.C. is discretionary power, has to be exercised in the aid of justice. Whether or not the High Court will exercise its revisional jurisdiction in a given case, must depend upon facts and circumstances of each case. The discretion conferred on the High Court by Section 401 of Cr.P.C. has to be exercised judicially, on judicial principles and not arbitrarily. Therefore, keeping in mind the scope of revision, I would like to decide the present issue before this Court.

Section 239 of Cr.P.C. deals with discharge of the accused, while deciding an application under Section 239 Cr.P.C, if the Court is of the opinion upon considering the police report and documents sent with it under Section 173 and making such examination, if any, of the accused as the Magistrate or Sessions Judge thinks necessary and after giving the prosecution and the accused an opportunity of being heard, the Magistrate or Sessions Judge considers the charge against the accused to be groundless, he shall discharge the accused recording his reasons for so doing.

The documents referred to in Section 207 of Cr.P.C. also must relate to such documents which can be subsequently transferred into evidence at the time of the trial. Hearing of the prosecution and the accused under this section does not mean the hearing of arguments only, it includes the hearing on the evidence, if needed. The word “groundless” would mean the absence of reasonable ground to expect a conviction. “Groundless” is equivalent to saying that there is no ground for framing the charges, which depends on the facts and circumstances of each case. Therefore, only when the Magistrate or Sessions Judge comes

to conclusion that there are no grounds to frame a charge for specific offence, the Court can discharge the accused for such offence. Even the scope of Section 238 and 239 Cr.P.C. is limited, such power has to be exercised only when the Magistrate or Sessions Judge came to conclusion that it is groundless, based on charge sheet and documents filed under Section 173 of Cr.P.C.

Consideration of records and documents at the stage of framing charge is for the limited purpose of ascertaining whether or not there is sufficient ground to proceed against the accused. Whether the material at the hands of the prosecution is sufficient and whether the trial will end in conviction or acquittal are not relevant considerations at the stage of framing of charge as held by the Apex Court in "**P.Vijayan v. State of Kerala**³".

In view of my foregoing discussion and limited jurisdiction, I find that there is *prima facie* material to proceed against the petitioners herein for the offences punishable under Sections 419,420,506 r/w Section 120 (b) I.P.C. Hence, I find no ground to discharge the petitioners/accused 3 & 4 at this stage, since it is a question of fact to be decided only after adducing evidence of the prosecution and after completion of trial and at this stage, the petitioners cannot be discharged. Hence, the Trial Court rightly concluded that there is *prima facie* material to proceed against the petitioners based on the material produced before the Court and decided to proceed against the petitioners/accused 3 & 4 further.

³ AIR 2010 SC 663

Hence, I find no manifest perversity or apparent error in the order under challenge before this Court while exercising power under Sections 397 & 401 Cr.P.C. Consequently, the criminal revision case is liable to be dismissed as it is devoid of merits.

In the result, the criminal revision case is dismissed.

Consequently, miscellaneous applications pending if any, shall also stand dismissed. No costs.

JUSTICE M. SATYANARAYANA MURTHY

Date:

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