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

\+ W.P.(C) 3984/2018

MRS. SHIPRA PANDEY ..... Petitioner

Through: Ms. Nandita Abrol, Adv.

versus

UNION OF INDIA AND ORS. ..... Respondents

Through: Mr. Rajesh Gogna, CGSC with Mr. Kamaldeep and Mr. P. Upendra Rai, Advs. for R1.
Mr. S.B. Singh, Adv. for R2, R3 and R5.
Mr. A.K. Pandey and Mr. Amit Kumar Sharma, Advs. for R4.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

<u>O R D E R</u>

% **24.07.2019**

1. The present petition has been filed by the petitioner with the following prayers:-

> *"In the light of the abovementioned facts and circumstances it is most respectfully prayed that this Hon'ble Court may,*
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> *a. Quash the sale certificate dated 04.09.2017, issued and signed by the by the Authorized Officer of the Respondent No. 3 and direct the appropriate authorities to take strict action against the Respondent No. 3;*
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> *b. Direct the Respondent No. 3 to refund the amount of Rs.1,52,59,500/- paid by the Petitioner as inclusive of total sale consideration amount and the additional amount spent by*

the petitioner on the property in question along with interest at the rate of 12%;

c. Direct the Respondent No. 3 to pay the interest paid @ 12% on the loan amount of Rs. 1 Crores taken by the Petitioner from ICICI Bank to purchase the property in question;

d. Direct the Respondent No. 3 to pay the compensation of Rs.50,00,000/-(rupees fifty lacs only) in respect of the loss of reputation, time and money ;

e. Pass such other and further order(s) and grant such other reliefs in favour of the Petitioner and against the Respondents, as this Hon'ble Court deems just and proper in the facts and circumstances of the case and in the interest of justice and equity."

2. It is the case of the petitioner that on August 08, 2017, a public notification for e-auction was published by the respondent Allahabad Bank in the newspaper thereby giving list of properties to be made available for auction on August 28, 2017 under the SARFAESI Act, 2002. This notification included property No. 40/53, First Floor, Chittranjan Park, New Delhi measuring an area of 160 sq. yards. It is averred that, no lien is shown in the notification, which is the prerequisite for a notification before making the e-auction. The petitioner believing the contents of the notification applied for the same with the respondent No.3. She became a successful bidder with respect to the aforesaid property for a total consideration of ₹1,33,45,000/- and a Sale Certificate was issued to the petitioner on September 04, 2017.

3. It is the case of the petitioner that she had taken a loan of ₹1 Crore carrying interest @ 12% per annum from the ICICI Bank, in order to pay the sale consideration of the said property. It is also the case of the petitioner that the respondent No.3 has handed over the actual, vacant, physical possession of the said property to the petitioner. Since the property was sealed from a long time and was not in a good condition, she ended up spending ₹ 13 lacs on the said property for renovation so as to make the property habitable. It is also averred that the petitioner has paid a sum of ₹5,30,800/- as e-stamp duty for the registration of the Sale Certificate with the office of the concerned Sub-Registrar, Mehrauli, New Delhi. That apart, she had paid an amount of ₹1,33,700/- towards the registration charges for registration of the Sale Certificate and completed all the formalities in the office of the Sub-Registrar, Delhi.

4. According to the petitioner, she was shocked when, on January 04, 2018, the respondent No.4 refused to release the Sale Certificate / deed to the petitioner on the ground that EOW, Crime Branch had issued a restraint order to the respondent No.4. Upon inquiries, it came to the notice of the petitioner that an FIR dated November 10, 2014 bearing No. 0296/2014 had been registered against one Prashant Kapoor. It is her case and also contended by the learned counsel for the petitioner that when a sale notice is issued, the relevant particulars are to be furnished, which includes the details of the encumbrances or any other thing that the Authorized Officer considers it material for the purchaser to know and judge the value and the nature of the property. There was no indication in the e-auction notice that the property in question was in any manner connected with any FIR or the respondent No.4 has been restrained from registering the property. She

submitted that for no fault of her and, in the absence of registration of the Sale Certificate, the petitioner cannot legally own the property and it is not known what shall be the outcome of the FIR, whether she will be able to own the property in her name or not. In fact, she would not be in a position to dispose of the property, even if she so desires. The learned counsel for the petitioner contends that she is a bona fide purchaser of the said property and having spent huge amount of money on the purchase of the property and also for the renovation of the same and being unable to own the property in her name legally, she wrote a letter dated January 04, 2018, to the respondent No. 3 stating the difficulty faced by her, in getting the Sale Certificate/Sale deed released from the office of the Sub-Registrar owing to the pendency of the FIR and a complaint on the property in question. In fact, she got a legal notice dated February 19, 2018 / February 22, 2018 issued on the same lines to the respondent No.3, to which a reply dated March 21, 2018 has been received from the respondent no.3 accepting having sold the property by e-auction. However, respondent No.3 in the said reply stated that the Bank is not responsible for any defect in the title, as property has been sold on 'as is where is basis'. It is under these circumstances, the present petition has been filed.

5. Respondent Nos.2, 3 and 5 i.e Allahabad Bank has filed a counter affidavit, wherein an objection has been taken that the petition is bad for non-joinder of necessary parties inasmuch as, M/s Jupiter Industries and its Proprietor Akash Bartaria, who availed financial facility from the respondents Bank; Prashant Kapoor who stood guarantor for M/s Jupiter Industries and who also mortgaged his property, being First Floor, 40/53, Chittranjan Park, New Delhi, area 160 sq. yards, to secure the financial

facility availed by M/s. Jupiter Industries; Satinder Nath Maira and Sudesh Maira both residents of First Floor, 54, Anand Lok, New Delhi, who lodged complaint against various persons, including Parshant Kapoor and involved the said property in the said complaint and on the basis of which F.I.R. No. 296/2014 under Sections 406/420/34 of the Indian Penal Code was registered with the Police Station Defence Colony, New Delhi; and Economic Offences Wing, Crime Branch, Mandir Marg, New Delhi who issued an order restraining the Respondent no. 4 from registering the property in question, are necessary and proper parties to the present writ petition and in the absence of the those parties, the real controversy involved in the present matter cannot be decided. That apart, it is stated that it was specifically mentioned in the e-auction notice that M/s. Jupiter Industries (Proprietor Akash Bartaria) is borrower of the respondents Bank and as on July 31, 2017 a sum of ₹ 460.03 lacs plus interest and other expenses till realization was due from M/s. Jupiter Industries. It is also mentioned in the said e-auction notice that Prashant Kapoor stood guarantor for M/s. Jupiter Industries and he also mortgaged his property, i.e. Property at First Floor, 40/53, Chittranjan Park, New Delhi, area 160 sq, yards, to secure the financial facility availed by M/s. Jupiter Industries. They also stated that the respondent Bank was not aware about the involvement of the property in question in the criminal matter being FIR No. 296/2014 under Sections 406/420/34 of IPC being registered at PS Defence Colony, New Delhi. It is also averred in the reply that the officials of the respondent Bank offered their cooperation in getting the Sale Certificate / Deed of the property in question released from the office of Sub-Registrar and they are still ready to extend their support for the same. The respondent Bank justified their stand in reply to the legal notice that the Bank is not responsible for any defect in the title as the property has been sold on ‘as is where is basis’.

6. The learned counsel for the respondent Bank, in support of his submissions has reiterated the stand as taken in their counter affidavit/reply. He also submitted that the present writ petition is not maintainable as appropriate for the petitioner is, to approach the learned Debt Recovery Tribunal under Section 17 of the SARFAESI Act. In this regard, he would rely on the judgment of the Supreme Court in the case of ***Agarwal Tracom Pvt. Ltd. v. Punjab National Bank and Ors. AIR 2017 SC 5562.***

7. That apart, it is also his submission that a direction can be given to the Sub-Registrar to register the Sale Certificate. He, during the course of his submissions has challenged the bills, which have been annexed by the petitioner in support of her contention that she has incurred an additional expenditure of ₹19,14,500/- on renovation, e-stamp and registration charges of the property in question. In substance, he denied that the petitioner has spent an amount of ₹1,52,59,500/- over the said property and seeks the dismissal of the writ petition.

8. At the outset, I may state that there was no appearance for the respondent No.4, even though learned counsel had appeared for respondent No.4 on various occasions.

9. Having heard the learned counsel for the parties, at the outset, I intend to deal with the submission made by the learned counsel for the respondent Bank that the present petition is not maintainable, in view of the remedy available to the petitioner under Section 17 of the SARFAESI Act. Suffice it would be to state that in ***Agarwal Tracom (supra)***, the Supreme Court was dealing with a controversy wherein the Punjab National Bank (for short

'PNB') had given a loan facility to a Company called "M/s India Iron & Steel Corporation Limited" (borrower) for their business, which they were carrying at a place called Noorpur Khirki, Village Farid Nagar, Tehsil Dhampur, District Bijnor (U.P.). To secure the loan amount, the borrower had secured their assets, which consisted of the land, factory building, plant and machinery situated at Dhampur. The Borrower, however, failed to clear their loan amount and became a defaulter. The PNB, therefore, invoked their powers under Section 13(4) of the SARFAESI Act and issued a public sale notice in leading English newspapers for sale of the mortgaged assets of the borrower in the public auction fixed for June 17, 2014. The appellant before the Supreme Court was one of the bidders, whose bid was declared the highest. The appellant's bid was accordingly accepted by the PNB followed by execution of memorandum of understanding between the appellant and the PNB. The PNB also sent a letter to the appellant stating that the entire plant, machinery, land and the building is auctioned in favour of the appellant. The letter also authorized the appellant to dismantle and sell the scrap plant and the machinery which was lying at the borrower's factory's premises after depositing the necessary installment of sale amount, as agreed upon between the parties in the memorandum of understanding. The appellant, however, failed to pay the regular installments towards sale money in terms of memorandum of understanding to PNB and sought extension of time to pay and remove the scrap material from the site. It gave rise to the disputes between the parties, namely, PNB, appellant (auction purchaser) and the borrower before the Debt Recovery Tribunal, Lucknow wherein an order was passed on July 03, 2014 directing the appellant not to remove any material from the factory premises. The appellant wrote a letter to PNB requesting them to refund their money with interest. This led to another dispute between the parties which was filed in the DRT and then before the appellate authority- DRAT and finally, in the High Court at Allahabad in Writ Petition by the borrower. This writ petition was finally disposed of on May 29, 2015 observing therein that since the appellant has failed to comply with the term of memorandum of understanding inasmuch as the appellant having failed to deposit the requisite installment of sale money, the PNB cannot proceed with the auction sale held on June 17, 2014 and nor can the appellant be permitted to remove the scrap material lying in the factory premises. This led the PNB to forfeit the appellant's deposit by their letter dated June 26, 2015. The appellant objected to the action of PNB by letters and then filed the writ petition in the High Court of Delhi challenging therein the action of PNB in forfeiting the appellant's deposit of money. The Single Judge of the High Court, by order dated September 01, 2015, dismissed the appellant's writ petition on the ground of availability of alternative statutory remedy to the appellant for filing the application under Section 17 of the SARFAESI Act before the DRT to challenge the action of PNB in forfeiting the deposit money of the appellant. The Single Judge, therefore, declined to go into the merits of the case. The appellant filed an Intra Court appeal before the Division Bench. The Division Bench dismissed the appeal and confirmed the order of the Single Judge. The Division Bench was also of the view that the writ petition filed by the appellant was rightly not entertained by the Single Judge on the ground that the proper remedy of the appellant was to file an application before the DRT under Section17 of the SARFAESI Act to question the action of forfeiture made by PNB and not by filing the writ petition under Article 226 of the

Constitution.

10. The question, which arose before the Supreme Court was, whether the High Court was justified in holding that the remedy for the appellant lies in challenging the action of the secured creditor in forfeiting the deposit by filing an application under Section 17 of the SARFAESI Act before the DRT or the remedy for auction purchaser is filing the writ petition under Article 226/227 of the Constitution of India to examine the legality of such action. In paras, 23, 24, 25, 26, 28, 29 and 30, the Supreme Court held as under:-

> *23. So far as Section 17 is concerned, it provides a remedy to a person who is aggrieved by the measures taken by the secured creditor or his authorized officer under Section 13(4) in relation to secured assets of the borrower. It says that "any person (including borrower)" may make an application to the DRT within 45 days from the date of measures taken under Section 13(4). Sub-section (2) of Section 17 was added by way of amendment w.e.f. 11.11.2004. It provides that the Tribunal, on such application being made under Section 17(1), shall consider whether the measures referred to and taken under Section 13(4) by the secured creditor are in accordance with the "provisions of this Act and the Rules made thereunder". Similarly, sub- sections (3), (4) and (7) of Section 17 which deal with the power of the DRT also use the expression "in accordance with provisions of the Act and the Rules made thereunder".*
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> *24. Rule 8, which has 8 sub-rules, deals with the manner of sale*

of immovable secured assets and provides detail procedure as to how and in what manner the sale of secured assets, is to be held. Rule 9 deals with time of sale, issue of sale certificate and delivery of possession.

25. Rule 9(6) empowers the authorized officer to issue sale certificate in favour of the purchaser. Rule 9(9) then empowers the authorized officer to deliver the properties to the purchaser whereas Rule 9(10) empowers the authorized officer to mention in sale certificate that the property is free from encumbrances.

26. So far as this case is concerned, sub-rule (5) of Rule 9 is relevant. It provides that, if the auction purchaser commits any default in payment of sale consideration within the time specified, the deposit made by auction purchaser shall be "forfeited" to the secured creditor and the auctioned property shall be resold and the defaulting purchaser shall "forfeit" all claims to the property or its part of the sum for which it may be sold subsequently.

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28. The reason is that Section 17(2) empowers the Tribunal to examine all the issues arising out of the measures taken under Section 13(4) including the measures taken by the secured creditor under Rules 8 and 9 for disposal of the secured assets of the borrower. The expression "provisions of this Act and the Rules made thereunder" occurring in sub-sections (2), (3), (4) and (7) of Section 17 clearly suggests that it includes the action taken under Section 13(4) as also includes therein the action *taken under Rules 8 and 9 which deal with the completion of sale of the secured assets. In other words, the measures taken under Section 13 (4) would not be completed unless the entire procedure laid down in Rules 8 and 9 for sale of secured assets is fully complied with by the secured creditor. It is for this reason, the Tribunal has been empowered by Section 17(2),(3) and (4) to examine all the steps taken by the secured creditor with a view to find out as to whether the sale of secured assets was made in conformity with the requirements contained in Section 13(4) read with the Rules or not?*

29. We also notice that Rule 9(5) confers express power on the secured creditor to forfeit the deposit made by the auction purchaser in case the auction purchaser commits any default in paying installment of sale money to the secured creditor. Such action taken by the secured creditor is, in our opinion, a part of the measures specified in Section 13(4) and, therefore, it is regarded as a measure taken under Section 13(4) read with Rule 9(5). In our view, the measures taken under Section 13(4) commence with any of the action taken in clauses (a) to (d) and end with measures specified in Rule 9.

30. In our view, therefore, the expression "any of the measures referred to in Section 13(4) taken by secured creditor or his authorized officer" in Section 17(1) would include all actions taken by the secured creditor under the Rules which relate to the measures specified in Section13(4)."

11. The judgment relied upon by the learned counsel for the respondents

Bank is distinguishable on facts, and has no applicability inasmuch as the petitioner herein is not aggrieved by the steps taken by the Authorized Officer under Section 13(4) in relation to secured assets of the borrower. In fact, in the case in hand, the petitioner has not challenged the auction process. She is content with the auction. That apart, the complete amount has been paid to the secured creditor and a Sale Certificate has been issued thereafter and the possession of property taken by the petitioner. The grievance of the petitioner as noted above is that despite a Sale Certificate having been issued and possession thereof having been given to the petitioner, the Sale Certificate has not been registered with the Sub-Registrar and because of which the petitioner, in effect is seeking refund of the amount as paid by the petitioner as the total sale consideration and additional amount spent by the petitioner on the property including the money spent on e-stamp duty for the purpose of registration.

12. The only question, which has to be determined is, whether the petitioner is entitled to the relief of refund of the amount of ₹1,52,59,500/- as paid by the petitioner inclusive of total sale consideration amount and additional amount spent by the petitioner against e-stamp and registration charges and on renovation. At the outset, I must state that it is a conceded position of the respondent Bank that an FIR No. 296/2014 under Section 406/420/34 IPC was registered with the PS Defence Colony, New Delhi and the Economic Offences Wing, Crime Branch, Mandir Marg, had issued an order restraining the respondent No.4 Sub-Registrar to stay the registration of the property in question. The only plea that is being taken by the Bank is that it is not responsible for any defect in the title, as the property has been sold on ‘as is where is basis’. It is an admitted position that the auction

notification, which was issued by the respondent Bank does not specify any encumbrance on the property. At least, nothing has been brought to my notice by learned counsel for the respondent Nos.2, 3 and 5 / Bank in that regard. In fact, the respondent Bank being the secured creditor, was required to follow Rule 8 of The Security Interest (Enforcement) Rules, 2002 (for short 'Rules of 2002'). Rule 8(6)(f) mandates the secured creditors to set out, in terms of the sale notice any other thing which the authorized officer considers it material for a purchaser to know in order to judge the nature and value of the property. The said Rule is reproduced as under;-

> *"8. (6) The authorised officer shall serve to the borrower a notice of thirty days for sale of the immovable secured assets, under sub-rule (5): Provided that if the sale of such secured asset is being effected by either inviting tenders from the public or by holding public auction, the secured creditor shall cause a public notice in two leading newspapers one in vernacular language having sufficient circulation in the locality by setting out the terms of sale, which shall include,—*
>
> *(a) The description of the immovable property to be sold, including the details of the encumbrances known to the secured creditor;*
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> *(b) the secured debt for recovery of which the property is to be sold;*
>
> *(c) reserve price, below which the property may not be sold;*
>
> *(d) time and place of public auction or the time after which sale by any other mode shall be completed;*

(e) depositing earnest money as may be stipulated by the secured creditor;

f) any other thing which the authorised officer considers it material for a purchaser to know in order to judge the nature and value of the property."

13. If a stipulation of encumbrance is put then the purchaser cannot contend his / her ignorance with regard to the encumbrance. In the absence of such a stipulation, the purchaser being a bona fide purchaser without knowledge of encumbrance, the plea of the respondent Bank that it was not aware about the involvement of the property in question in criminal case bearing FIR No. 296/2014 under Section 406/420/34 IPC would not absolve the respondent Bank of the liability of selling the property, which cannot be owned by the purchaser in the absence of a registration of the Sale Certificate.

14. The High Court at Hyderabad considering a similar issue in a case reported as ***Mandava Krishna Chaitanya vs. UCO Bank Asset Management Brach MANU/AP/0087/2018,*** had referred to the judgment in ***Rekha Sahu v. UCO Bank MANU/ UP/1191/2013,*** of a Division Bench of Allahabad High Court wherein the Court stated that any asset sold under the SARFAESI Act is sold on 'as is where is' and 'as is what is basis', unless specified otherwise, and by referring to Section 55(1) of the Transfer of Property Act, 1882, held that it obligates that the seller is bound to disclose to the buyer any material defect in the property or in the sellers title thereto. It held that a duty is cast upon the authorized officer of the bank to disclose to the auction purchaser any material defect in the title, failing which it could be construed that the purchaser was misled. Reference is also

made to Rule 9(10) of the Rules of 2002, which states to the effect that the Sale Certificate must mention whether the purchaser purchased the immovable secured asset free from encumbrances, and it was observed that a duty was cast upon the bank to disclose those encumbrances which were known to it to exist on the property which was being sold by it. The Court further observed that it is evident that the immunity claimed by the bank on the pretext of 'as is where is' and 'as is what is basis' was dying a slow death and the secured creditor has to make due diligence/thorough search of the property before proposing its sale. It was further observed that borrowers were creating multiple registrations over the same property subsequent to execution of a mortgage with the bank and such frauds were rampant in the market. As these frauds may not be known to secured creditors in the normal course and if the property is sold as is where is without knowledge of subsequent encumbrances, the auction proceedings could be stalled through judicial intervention on the ground of non-furnishing of information relating to encumbrances. The Court therefore cautioned that the banks must tread very carefully before holding public auctions and take all necessary steps to ascertain and furnish all information relating to encumbrances/ attachments on the property to the intending purchaser.

15. Similarly, the High Court also stated that even a Coordinate Bench of this Court in the case of ***Royal Star Trading Company v. IFCI Limited MANU/DE/2267/2014,*** wherein it was dealing with a case arising under SARFAESI Act where the auction purchaser prayed for refund of the sale consideration paid by him along with interest as he was not delivered possession of the property sold. The immovable property therein, along with plant and machinery in the factory, were covered by a

mortgage/hypothecation and were accordingly put to sale on an as is where is or whatever there is basis. The highest bidder, the petitioner therein, called upon the financial institution to issue the sale certificate and hand over possession. A sale certificate was issued under Rule 9(6) and Rule 7(2) of the Rules of 2002 within two weeks from the date of payment of the consideration, even before delivery of possession. When the petitioner went to take possession of the property sold, it found that certain valuable components of the plant and machinery had been removed, considerably reducing its value. The petitioner therefore declined to take possession of the said assets and called upon the financial institution to refund 50% of the purchase price on account of fall in the value of the assets sold or in the alternate, refund the entire consideration along with interest. The learned Judge referred to Rule 7(2) of the Rules of 2002, which provides that the authorized officer shall issue a certificate of sale in the form prescribed in Appendix-III to the Rules specifying the movable secured assets sold and observed that transfer of title in the said movable assets would take place on the sale becoming absolute, i.e., upon issuance of the sale certificate under Rule 7(2) of the Rules of 2002. The learned Judge further found that the form of the sale certificate prescribed in Appendix-III to the Rules of 2002 clearly indicated that handing over possession was an inseverable part of the transaction. As in that case, the sale certificate had been issued even prior to the delivery of possession, the learned Judge opined that the same was not in compliance with the Rules of 2002. The argument of the financial institution that as the assets had been offered for sale on an as is where is or whatever there is basis, it would not be liable for the loss of valuable components thereafter, was rejected on the ground that Clause 2.4 of the terms and conditions provided for inspection of the assets by interested parties and therefore, Clause 2.6 would not absolve the financial institution from delivering the assets that were inspected by the petitioner pursuant thereto. The writ petition was accordingly allowed directing refund of the amount paid by the petitioner, duly cancelling the Sale Certificate issued by the financial institution.

16. The High Court also referred to the judgment of the Madras High Court, in ***Jai Logistic v. The Authorised Officer, Syndicate Bank MANU/TN/1161/2010,*** which directed the Syndicate Bank to refund the earnest money to the petitioner therein as it was for it to indicate the encumbrances on the property sold under the provisions of the SARFAESI Act and as it had failed to do so, and the property was sold with undisclosed encumbrances to the detriment of the auction purchaser, the bank was not entitled to forfeit the earnest money deposit of such auction purchaser when he wanted to back out of the sale. According to the Court Rule 8(6)(f) of the Rules of 2002 mandates that the secured creditor must set out in the terms of the sale notice, any other thing which he considers material for a purchaser to know in order to judge the nature and value of the property, the said rule would also include disclosure of all encumbrances relating to the property and the intending purchaser must be put on notice of the same, as otherwise, he/she may be purchasing the property and buying litigation as well and the intending purchaser may not even bid in the event he/she came to know of such encumbrance.

17. In view of the above position of law, in the case in hand, the petitioner is entitled to the refund of the sale amount of ₹1,33,45,000/-. A plea has been taken by the petitioner that she has incurred an expenditure of

₹5,30,800/- as e-stamp duty for registration of the Sale Certificate with the office of the Sub-Registrar, Mehrauli and further paid an amount of ₹1,33,700/- towards the registration charges of the Sale Certificate. In this regard, these charges being actual, the petitioner shall also be entitled to refund of these amounts.

18. Insofar as the reliance by the petitioner upon certain bills to contend that she has incurred the expenditure on renovation, this Court is of the view that the Bank shall appoint a valuer from its panel to assess the value of the work carried out by the petitioner for renovation of the property in question. The valuation shall be carried out by the Bank within eight weeks from the date of receipt of copy of this order and the amount, so valued by the valuer shall also be paid by the Bank to the petitioner within two weeks thereafter. The amounts of ₹1,33,45,000/-, ₹5,30,800/- and ₹1,33,700/- shall be refunded by the Bank to the petitioner with interest @ 7% per annum computed from the date when the amounts were paid by the petitioner pursuant to the auction purchase till the date of refund. On receipt of all payments within ten weeks, the petitioner shall hand over the vacant possession of the property in question to the authorised officer of the Bank within one week thereafter.

19. The writ petition is disposed of. No costs.

V. KAMESWAR RAO, J

JULY 24, 2019/*ak*