



IN THE NATIONAL COMPANY LAW TRIBUNAL
SPECIAL BENCH, BENGALURU

*(Exercising powers of Adjudicating Authority under
the Insolvency and Bankruptcy Code, 2016)
(Through web-based Video-Conferencing platform)*

C.P. (IB) No.15/BB/2022
U/s 9 of I&B Code, 2016
R/w Rule 6 of I&B (AAA) Rules, 2016

IN THE MATTER OF:

M/s. Jayshree Industries

Registered Office at:

#39, Lalbagh Road,
4th Cross, K.S. Garden,
Bengaluru – 560 027.

... Petitioner/Operational Creditor

Versus

M/s. Allam Infinite India Pvt. Ltd.

Registered Office at:

G.M. Pearl, No.06, BTM Layout,
1st Stage, 1st Phase,
Bengaluru – 560 068.

... Respondent/Corporate Debtor

Order delivered on: 15th September, 2023

CORAM: 1. Hon'ble Justice (Retd.) T. Krishnavalli, Member (Judicial)
2. Hon'ble Shri Manoj Kumar Dubey, Member (Technical)

PRESENT:

For the Petitioner : Shri Hrishikesh, Adv.

For the Respondent : Shri Sudharsan Suresh, Adv.

ORDER

Per: Manoj Kumar Dubey, Member (Technical)

1. The instant Petition has been filed on 24.11.2021 u/s 9 of the Insolvency and Bankruptcy Code, 2016 (hereinafter as 'IBC / Code') r/w Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules,



2016 by M/s. Jayshree Industries (hereinafter as 'Petitioner / Operational Creditor') with a prayer to initiate the Corporate Insolvency Resolution Process (CIRP) in respect of M/s. Allam Infinite India Pvt. Ltd. (hereinafter as 'Respondent / Corporate Debtor') for defaulting an amount of Rs.2,02,63,662/- due and payable by the Corporate Debtor.

2. The Corporate Debtor – **M/s. Allam Infinite India Pvt. Ltd.** is a Private Limited Company incorporated on 15.07.2016 under the Companies Act, 2013 bearing CIN: U70101KA2016PTC095043 with its registered office situated at Bengaluru. Hence, the jurisdiction lies with this Adjudicating Authority. Its Authorised Share Capital is Rs.50,00,000/- (Rupees Fifty Lakhs Only) and Paid-up Share Capital is Rs.1,00,000/- (Rupees One Lakh Only).
3. Brief facts of the case as stated by the Petitioner are as under:
 - (a) The Operational Creditor (OC) is engaged in the business of supplying and exporting a comprehensive range of high-grade industrial Pipes, Rods, Screws, Flanges and other allied products. The OC had supplied the products to Corporate Debtor (CD) and had raised various invoices to the tune of Rs.1,93,44,326/- till 07.10.2021, less interest at the rate of 36% per annum.
 - (b) As on date of sending legal notice, an amount of Rs.1,73,10,046/- less interest at the rate of 36% per annum is due and pending. The Corporate Debtor's statement of confirmation from 01.04.2019 to 31.05.2020 in respect of amount due and payable by the Corporate Debtor is at Exhibit-5 of the Petition.
 - (c) It is stated that the Operational Creditor issued Demand Notice dated 08.09.2021 u/s 8 to the Corporate Debtor under the Code. Since no payment and / or acknowledgement received from the Corporate Debtor against the outstanding amount of Rs.1,73,10,046/- less interest at the rate of 36% per annum, the Petitioner filed the instant Petition.



(d) In support of its case, the Petitioner *inter alia* has filed the following:

- i. *Copy of Sales Invoices;*
- ii. *Copy of 26AS;*
- iii. *Demand Notice dated 08.09.2021;*
- iv. *Copy of Ledger Accounts maintained by the Operational Creditor establishing the fact of dues pending from the Corporate Debtor.*

4. Pursuant to the issue of notice, Respondent filed its statement of objections *vide* Diary No.4821 dated 10.11.2022 by *inter alia* contending as under:

- (a) This Petition has been filed seeking for recovery of Rs.2,02,63,660/- along with interest at the rate of 36% p.a. payable thereon until the realisation of amount to the Operational Creditor. The CD is engaged *inter alia* in the business of real estate activities and other ancillary activities with respect to owned or leased property inclusive of purchasing, selling, renting, and operating of self-owned or leased real estate such as apartment building and dwellings, etc. The Projects as developed by the Corporate Debtor is of high quality and in accordance with international standards.
- (b) The CD has been purchasing various products like industrial pipes, rods, screws, from the OC for the purposes of construction and completion of various projects. The CD for its business activities was in the constant need of construction materials such as TMT bars of various dimensions and such other materials essential for construction activities. The CD requires high quality products in order to complete their projects. However, the products supplied by the OC are of poor quality, due to which the CD was subjected to difficulties in getting the construction of high quality and also hampered in completion of their projects.
- (c) It is contended that with respect to the GST invoices presented herein, the CD has negotiated the pricing of the products at the beginning of the transaction which was agreed by the OC. However, the OC has



issued GST invoices at a rate much higher than what was agreed. Therefore, the invoices have not been cleared. Also, due to the poor quality of products supplied, the projects have been stalled, which has pushed the CD into more financial hardship and loss of reputation.

- (d) Several communications were made with the OC seeking for amended invoices in accordance with the agreed pricing. However, the OC who has been assuring the same has deliberately evaded to provide the same. The ledger extracts further demonstrates that the CD has always been clearing all their invoices respecting the relationship between the OC and CD. It is also contended that the OC is trying to extract from the CD a larger sum along with an interest rate, for which there is no plausible explanation as on to the interest rate that is to be paid by CD.
- (e) The amount in question has neither been admitted nor acknowledged by CD and the claims as made in the Petition are vehemently opposed and disputed. Since the claim is not an admitted claim, the same has to be filed in the form of a Recovery Suit and as such it is not entitled to file the instant CP.

5. In response to the above, the Petitioner filed Rejoinder *vide* Diary No.876 dated 14.02.2023, by *inter alia* stating as under:

- (a) As regards the contention of the CD that the materials supplied by the OC are sub-standard, it is stated that the CD has been transacting with the OC since long time and has also paid half of the amounts towards the invoices so raised from time to time by it and had it been a case of sub-standard material, the CD would not have transacted even once. But, on the contrary, the CD has transacted worth Four Crores with the OC wherein half of the materials were delivered even before payments, as the same was requested by the CD. Therefore, CD's contention is an afterthought to evade the accrued liability. Further, CD failed to place any correspondence regarding alleged sub-standard material.



- (b) As regards the contention of the CD that the OC has failed to provide any substantial explanation towards the 36% interest per annum, it is stated that the said 36% interest is an agreed rate of interest between the Parties and the same could be ascertained from the invoices towards which the OC has partly received payments in which the 36% interest applicable on delayed payments has been mentioned and not disputed by the CD any time before the objections.
- (c) As regards the contention of the CD that the value of the Invoices raised are much higher than the negotiated amounts, it is stated that the customer will be shared a Proforma invoice and upon agreeing the pricing by such customer, the customer raises a purchase order with the OC and only after raising the Purchase Order, the OC delivers the materials basis the availability to such customer and raises invoice. Each of the invoice is relatable to a Purchase Order. Since the invoices find a base in the Purchase Order, the CD's contention that there is excessive invoicing is untenable. Neither is such a prior defense taken up nor has the CD responded to the statutory notice.
- (d) It is stated that on one hand, the CD contends that the said products were of poor quality and hence it did not pay the same, but on the other hand it also contends to have repeatedly communicated with the OC for amended invoices to make the payments, which is contrary. Further, it is stated that had the quality of the products of the OC were not as expected, the CD would not have transacted worth Crores of Rupees with the Operational Creditor. Therefore, the contentions of the CD are baseless while the fact of non-payment stand admitted from its reply.
- 6.** Heard Shri Hrishikesh, Ld. Counsel for the Petitioner and Shri Sudharsan Suresh, Ld. Counsel for the Respondent and perused the pleadings.
- 7.** It is seen that the instant Petition has been filed by the Operational Creditor M/s. Jayshree Industries seeking to initiate CIRP against the Corporate



Debtor – M/s. Allam Infinite India Pvt. Ltd. for defaulting to pay the outstanding debt. As seen from Part-IV of Form-5 of the Petition, the total amount claimed to be in default is Rs.2,02,63,662/-. This Petition has been filed by the Operational Creditor u/s 9 of the Code on 24.11.2021, which is within the limitation period.

8. In compliance to the orders dated 07.04.2022 and 29.04.2022, Ld. Counsel for the Petitioner has filed an Affidavit *vide* Diary No.1852 dt.28.04.2022 and amended Form-5 *vide* Diary No.2428 dated 06.06.2022. In the affidavit filed on 28.04.2022, it is *inter alia* stated that as per the last invoice dated 19.03.2020, the default occurred on 18.04.2020, the demand notice was issued by the Petitioner to the Corporate Debtor on 08.09.2021 and the Petitioner served the copy of Petition on the Corporate Debtor on 23.11.2021. Therefore, the CP is filed within the period of limitation. It is further stated that a total sum of Rs.1,73,10,046/- has remained unpaid by the Corporate Debtor to the Petitioner towards the payment of Goods supplied by the Petitioner. Further, it is stated that in Point No.2 under Part-IV in Form-5 of the CP, an amount of Rs.2,02,63,662 has been inadvertently mentioned which is incorrect. Accordingly, in this affidavit filed on 28.04.2022, the Petitioner has sought to amend the Sl.No.2 of Part-IV (of Form-5) of the C.P. by inserting the following para; which was also incorporated in the Amended Form-5 filed *vide* Diary dated 06.06.2022. The relevant amended para with the date wise Tabular details of invoices and due dates given in Part-IV of Form-5 is as under:

2.	AMOUNT CLAIMED TO BE IN DEFAULT AND THE DATE ON WHICH THE DEFAULT OCCURRED (ATTACH THE WORKINGS FOR COMPUTATION OF DEFAULT IN	Amount in default – Rs. 1,73,10,046/- (Rupees One Crore Seventy Three Lakhs Ten Thousand Forty Six Only)																				
		As per the terms agreed between the Parties, the Corporate Debtor has agreed to make the payment within 30 days from the date of the invoice.																				
		<table border="1"> <thead> <tr> <th>Invoice Date</th> <th>Invoice No.</th> <th>Amount Due (Rs.)</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>04.05.2019</td> <td>JI/0149/19-20</td> <td>15,35,033</td> <td>03.06.2019</td> </tr> <tr> <td>11.05.2019</td> <td>JI/0199/19-20</td> <td>15,41,634</td> <td>10.06.2019</td> </tr> <tr> <td>22.06.2019</td> <td>JI/0414/19-20</td> <td>14,91,025</td> <td>21.07.2019</td> </tr> <tr> <td>09.07.2019</td> <td>JI/0515/19-20</td> <td>16,45,000</td> <td>08.08.2019</td> </tr> </tbody> </table>	Invoice Date	Invoice No.	Amount Due (Rs.)	Due Date	04.05.2019	JI/0149/19-20	15,35,033	03.06.2019	11.05.2019	JI/0199/19-20	15,41,634	10.06.2019	22.06.2019	JI/0414/19-20	14,91,025	21.07.2019	09.07.2019	JI/0515/19-20	16,45,000	08.08.2019
		Invoice Date	Invoice No.	Amount Due (Rs.)	Due Date																	
		04.05.2019	JI/0149/19-20	15,35,033	03.06.2019																	
11.05.2019	JI/0199/19-20	15,41,634	10.06.2019																			
22.06.2019	JI/0414/19-20	14,91,025	21.07.2019																			
09.07.2019	JI/0515/19-20	16,45,000	08.08.2019																			



TABULAR FORM)	19.07.2019	JI/0566/19-20	16,31,709	18.08.2019	
	23.07.2019	JI/0595/19-20	16,55,270	22.08.2021	
	25.07.2019	JI/0604/19-20	9,44,415	24.08.2019	
	11.09.2019	JI/0793/19-20	15,73,804	10.10.2019	
	13.09.2019	JI/0808/19-20	15,71,379	12.10.2019	
	28.09.2019	JI/0888/19-20	15,68,735	27.10.2019	
	25.01.2020	JI/1480/19-20	4,49,623	24.02.2020	
	25.01.2020	JI/1485/19-20	10,77,570	24.02.2020	
	25.01.2020	JI/1487/19-20	11,23,404	24.02.2020	
	27.01.2020	JI/1490/19-20	8,88,072	28.02.2020	
	27.01.2020	JI/1494/19-20	8,69,806	28.02.2020	
	31.01.2020	JI/1508/19-20	2,78,696	01.03.2020	
	01.02.2020	JI/1515/19-20	3,14,185	01.03.2020	
	07.03.2020	JI/1710/19-20	10,60,793	06.04.2020	
	12.03.2020	JI/1740/19-20	10,33,233	11.04.2020	
	12.03.2020	JI/1741/19-20	23,87,373	11.04.2020	
	12.03.2020	JI/1745/19-20	3,78,440	11.04.2020	
	13.03.2020	JI/1747/19-20	5,04,364	12.04.2020	
	13.03.2020	JI/1748/19-20	1,16,218	12.04.2020	
	13.03.2020	JI/1750/19-20	10,47,465	12.04.2020	
	13.03.2020	JI/1751/19-20	10,10,308	12.04.2020	
	19.03.2020	JI/1787/19-20	11,82,925	18.04.2020	
	19.03.2020	JI/1790/19-20	6,06,201	18.04.2020	
			1,73,10,046		
	Thus, a total sum of Rs.1,73,10,046/- (One Crore Seventy Three Lakh Ten Thousand and Forty Six Only) is due and pending from the Corporate Debtor to the Petitioner till date.				

- 9.** On perusal of the records, it is observed that the Operational Creditor has supplied certain goods to the Corporate Debtor, and it raised invoices on the Corporate Debtor starting from invoice dt.04.05.2019 to 19.03.2020; out of which invoices for a total amount of Rs.1,73,10,046/- remained unpaid in accordance with the affidavit filed on 18.04.2022 and Part-IV Para Nos.1 & 2 of amended Form-5 filed on 06.06.2022. Further, with respect to the last invoice dated 19.03.2020 it is stated that the due date is 18.04.2020.
- 10.** Further, the Petitioner filed a Memo vide Diary dated 23.05.2023 wherein it is stated that for the purposes of this Petition, the Petitioner is restricting the claim till the date before the commencement of the date of exclusion u/s 10A of the Code i.e., 25.03.2020. The sum of Invoices raised till 01.02.2020, which fell due on 01.03.2020 is Rs.2,01,59,360/-. Also, the



sum of the amount received towards the said invoices till 01.02.2020 is stated to be Rs.80,76,726/-. Therefore, calculating the outstanding due till the said date i.e., 01.03.2020 by deducting the sum received towards total invoices raised till 01.02.2020, which fell due on 01.03.2020, the outstanding amount unpaid to the Petitioner is claimed at Rs.1,20,82,726/- (excluding interest). It is contended that this is above the basic pecuniary limit required to institute a Petition u/s 9 of the Code and thus the Petition is maintainable.

- 11.** During the proceedings before this Tribunal on 26.05.2023, it was observed as under:

"...3. In response to the same, an amended Form-5 was filed vide Diary No.2428 dated 06.06.2022, upon perusal of the same, an order was passed on 27.04.2023, wherein it was noticed that certain due dates of invoices are falling U/s.10A of the Code, and if the same are excluded from the Table, apparently it appears that the amount is falling below the threshold limit prescribed under the Code. Hence, the Petitioner was directed to file a detailed Memo and explain the same on the next date. In compliance to para 2 of the above order, the Petitioner filed a memo vide Diary No.2639 dated 23.05.2023. It is explained that the Petitioner is restricting the claim till the date before the commencement of date of exclusion U/s.10A, and as on 01.03.2020 the outstanding amount due to Petitioner is beyond 1 crore and even the totalling is not appearing correctly in Part-IV of Form-5.

4. Accordingly, Form-5 Petition is treated to be defective and incomplete and in accordance with Section 9(5)(2)(a) is liable to be rejected. Moreover, no specific 'Date of Default' has been mentioned in Part-IV of Form No.5. Therefore, in accordance with the proviso to Section 9(5)(ii) of the IBC, 2016 an opportunity is granted to the Applicant to rectify the defect and file complete Application, within a week from the date of receipt of this order. ..."

- 12.** Further, vide order dated 09.06.2023, it was observed as under:

"...2. Pursuant to order dt.07.04.2022, Petitioner has filed amended Form-5 vide Diary No.2428 dated 06.06.2022. On the basis of an Affidavit, it is seen that the Petitioner has given due dates for various invoices against the Column 2 of Part-IV of Form-5 for the date on which the default occurred. This column shows that there are 10 Invoices, the due dates of which, falls under the exclusion period covered by Section 10A of the Code i.e. from 06.04.2020 upto 18.04.2020. On exclusion of the same, the remaining amount falls below the threshold limit. Ld.



Counsel for the Petitioner stated that if we are covering the invoices date, due date given in Form-5 if that is considered then the same may be considered on merits. No further compliance has been made in respect of order dated 26.05.2023. ...”

- 13.** We have considered the submissions of the Applicant and the pleadings on record. We have also considered the submissions of the Petitioner to restrict the claim till the date before the commencement of the date of exclusion u/s 10A of the Code i.e., 25.03.2020.
- 14.** A perusal of the Affidavit filed on 28.04.2022 requesting for inserting the amended Sl.No.2 in Part-IV of Form-5, along with the amended Form-5 Part-IV Para Nos.1 & 2 which has also been reproduced above reveals that the total amount outstanding claimed by the Petitioner was to the tune of Rs.1,73,10,046/-, which was stated to be in default. In this Sl.No.2 of Part-IV the due date for payments has been mentioned in the last Column of the Table, for which the explanation given in the Affidavit is that this is for the default, which is taken to be 30 days from the date of invoice. However, from this Table it is clearly noticed that for the invoices raised from 07.03.2020 till 19.03.2020, totalling 10 invoices in Part-IV of Form-5, the due dates for all are between 06.04.2020 till 18.04.2020; which are clearly excluded under the provisions of Section 10A of the I&B Code, 2016. The total amount for these Invoices for which dates of default (due dates) fall within the excluded period u/s 10A of IBC is therefore Rs.93,27,320/-, and if the same is excluded from the total outstanding of Rs.1,73,10,046/- mentioned in the Part-IV of amended Form-5 as well as the Affidavit filed on 28.04.2022, the remaining amount is Rs.79,82,726/- only, which is below the threshold requirement of Rupees One Crore for filing a Petition u/s 9 of the I&B Code.
- 15.** The above was clearly pointed out to the Applicant in the proceedings on 26.05.2023 as well as 09.06.2023. However, there is no specific explanation given for the same. The Memo filed on 23.05.2023 claiming



that the total outstanding amount even after exclusion of the above mentioned invoices with the due date falling under the period under Section 10A was Rs.2,01,59,360/- was in contradiction to the Application filed u/s 9 and the accompanying Form-5, the Affidavit filed on 28.04.2022 and the consequential amended Form-5 filed on 06.06.2022, all of which have clearly stated the outstanding amount to be Rs.1,73,10,046/- only. As already discussed above, this also included the invoices for which the due date was falling u/s 10A period which amounted to Rs.93,27,320/-. Therefore, ignoring all the submissions, affidavits and amended Form-5 filed earlier, the Applicant has contended that in this Memo filed on 23.05.2023 that the actual outstanding amount was Rs.2,01,59,360/- for the invoices raised till 01.02.2020, i.e. even after excluding the above referred 10 invoices dated 07.03.2020 onwards for which the due date was under the excluded period u/s 10A of the I&B Code, 2016. Therefore, these submissions given by the Petitioner which is without any basis cannot be considered.

- 16.** In the last hearing held on 09.06.2023, an alternative argument was made that if the invoice date was considered as the due date, all the invoices given in the list in Column 2 of Part-IV of Form-5 would be eligible to be considered for this Petition, which is not a tenable argument. Interestingly, when the invoices attached with the Petition are perused, it is clearly stated in many of the invoices that the Terms of Payment was 60 days, in one invoice this period was mentioned as 30 days and in some other invoices no such time limit was given. Therefore, the contention in the Affidavit filed on 28.04.2022 that as per the terms agreed between the Parties, the Corporate Debtor has agreed to make payment within 30 days of the invoice date has not been substantiated by filing any such document. Therefore, there is an inherent lacuna in this argument, in particular, when we see the different due dates given on the different invoices. Moreover, in many of the Invoices, the due date has been stated to be 60 days, and



if this period of due date is considered, then 4 more Invoices given in the Table in Column 2 of Part-IV of amended Form-5 will also fall under Section 10A period and have to be excluded from the total amount of eligible Invoices for the purpose of computation of threshold requirement.

- 17.** Further, taking into account the invoices raised from 04.05.2019 till 01.02.2020 (excluding those in Section 10A period) enclosed with the Company Petition, it is found that only the following invoices were enclosed with the Petition:

Invoice Date	Invoice No.	Amount Due (Rs.)	Due Date
11.09.2019	JI/0793/19-20	15,73,804	10.10.2019
13.09.2019	JI/0808/19-20	15,71,379	12.10.2019
28.09.2019	JI/0888/19-20	15,68,735	27.10.2019
25.01.2020	JI/1480/19-20	4,49,623	24.02.2020
25.01.2020	JI/1485/19-20	10,77,570	24.02.2020
25.01.2020	JI/1487/19-20	11,23,404	24.02.2020
27.01.2020	JI/1490/19-20	8,88,072	28.02.2020
27.01.2020	JI/1494/19-20	8,69,806	28.02.2020
31.01.2020	JI/1508/19-20	2,78,696	01.03.2020
	TOTAL	94,01,089	

- 18.** As seen from the above, the total amount of the Invoices enclosed with the CP is Rs.94,01,089/- only, which is again below the threshold limit of Rupees One Crore required under the I&B Code. Moreover, it is not known as to how many of these invoices were unpaid; since in the Memo filed on 23.05.2023, the Applicant has itself contended that out of the invoices raised upto 01.02.2020, a total of Rs.80,76,726/- worth invoices were already paid up by the Corporate Debtor.

- 19.** It is also noticed that the Petitioner has claimed an interest @ 36% on the outstanding payments in the Part-IV of Form-5 filed with the original CP and also the revised Form-5, although it is mentioned as "an amount of Rs.1,73,10,046/- (Rupees One Crore Seventy Three Lakhs Ten Thousand



Forty Six only) was the outstanding dues '**less interest**' @ 36% per annum". It is not understood as to what does this 'less interest' expression means. A perusal of the CP and the subsequent proceedings indicates that the Applicant is claiming interest @ 36% per annum on the outstanding amount. In view of various judicial precedents, including Hon'ble NCLAT Judgments; it is settled law that Interest in respect of application u/s 9 of the Code can only be considered if there is a specific Agreement to charge interest, which has not been produced in this case. Secondly, the interest could have been indicated in the Purchase Order also which has not been placed on record. Finally, coming to the argument that interest @ 36% has been mentioned in the Invoices, a perusal of the Invoices attached to this CP reflects that in many of the Invoices, in the condition given in the top right side of the Invoices, it is stated as under:

*"Mode/Terms of Payment: 60 Days
Other Reference(s): After that 2% Interest Will be Applicable"*

However, interestingly in the same Invoices in the bottom left side it is stated that '*Interest @ 36% will be charged if not paid within _____ days.*' Therefore, in many of the invoices two different rates of interest have been given i.e. one is that 2% interest rate will be applicable after 60 days which is the due date for payment, and in the bottom left side, it is stated that Interest @ 36% will be charged if not paid within ___ days. The condition of 36% has been mentioned in all the Invoices on the bottom left side. But the number of days has been left blank in all the Invoices i.e., in every Invoice the expression is like this: "*Interest @ 36% will be charged if not paid within ___ days*". So such a stipulation in the Invoices cannot be treated to be valid and an Agreement for charging of interest @ 36%; in particular, when rate of 2% has also been mentioned on the top right side of the Invoices and the number of days after which the interest is leviable @ 36% is not indicated in the bottom left side of Invoices. Therefore, we are of the considered opinion, that in case of such discrepancy and



inconsistency, the claim regarding interest being leviable on the outstanding amount @ 36% was not acceptable; in particular when no agreement / any other supporting document was placed on record.

- 20.** Accordingly, in view of above discussion, the instant Company Petition bearing **C.P. (IB) No.15/BB/2022 is hereby dismissed** as not maintainable in view of the threshold requirement not having been met. However, the Petitioner is granted liberty to pursue alternative remedies, as per Law.

Sd/-
MANOJ KUMAR DUBEY
MEMBER (TECHNICAL)

jsr

Sd/-
T. KRISHNAVALLI
MEMBER (JUDICIAL)