



**IN THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH-IV**

**CP (IB) No. 1263/MB-IV/2022**

Under **Section 7** of the I&B Code, 2016

In the matter of:

**Bank of India**

...Financial Creditor/Applicant

V/s

**Maharashtra Ayurved Center Private  
Limited,**

[CIN: U85191PN2008PTC132396]

...Corporate Debtor/Corporate Debtor

Order Dated: 09.06.2023

*Coram:*

Mr. Prabhat Kumar  
Hon'ble Member (Technical)

Mr. Kishore Vemulapalli  
Hon'ble Member (Judicial)

*Appearances (via videoconferencing):*

For the Petitioner(s) : Ms. Prajakta Menzes, Advocate.  
For the Corporate Debtor(s) : Mr. Amey Ranade, Advocate.

***Per: Kishore Vemulapalli, Member Judicial***

1. This is an Application being C.P. (IB) No. 1263/MB/C-IV/2022 filed on 04.11.2022 by Mr. Kalpathy Subramanian Varadarajan, Assistant General Manager, authorized by Bank of India, the Financial Creditor/Applicant under section 7 of Insolvency & Bankruptcy Code, 2016 (I&B Code) for initiating Corporate Insolvency Resolution Process (CIRP) in the case of



Maharashtra Ayurved Center Private Limited, Corporate Debtor. The applicant is a scheduled bank and is a body corporate constituted under the Provisions of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

2. The aggregate amount in default is claimed to be INR 3,67,06,014/- as on 30.09.2022. The date of default is stated, in Part IV of the application, as 30.07.2017 for the Term Loan facility and 28.12.2017 for the Cash Credit facility as per the NeSL Record.
3. The Applicant states that the Corporate Debtor is engaged in the business of provision of common testing facilities, standardization, storage, common processing, capsuling, tableting and labelling of raw materials used in Ayurvedic medicines, display centre sensitization, awareness creation skill development, common branding and marketing of Ayurvedic remedies, cures and medicines.

2.1 The Applicant sanctioned the Term Loan of INR 4,00,00,000/- (Indian Rupees Four Crores Only) and disbursed INR 2,48,72,871/- (Indian Rupees Two Crores Forty Eight Lacs Seventy Two Thousand Eight Hundred and Seventy One Only) vide Sanction letter dated 28.03.2014. Further the Applicant had sanctioned and disbursed the Cash Credit of INR 1,00,00,000/-. (Indian Rupees One Crore Only).

2.2 The Corporate Debtor executed various Loan documents in favour of the Applicant in consideration of grant of the aforementioned Term Loan and Cash Credit Facilities. The Board Resolution of the Corporate Debtor for availing the Term Loan and Cash Credit facilities was passed on 28.03.2014. Further, the Applicant states that on 30.09.2016 the Corporate Debtor has signed and executed



two separate Letter of Acknowledgement of Debts and Securities and thereby acknowledged the balance outstanding within the Term Loan and Cash Credit Account as on the said date.

- 2.3 The Applicant submits that it accommodated the Corporate Debtor by rescheduling the repayment schedule of the Term Loan, and the Corporate Debtor was never regular in making the repayments of the Loan the loan account of the Corporate Debtor, which came to be classified as NPA on 30.09.2017. The demand notice under Sec. 13(2) of the Securitisation and Reconstruction of Financial assets and Enforcement of Security Interest Act, 2002 was issued on 10.11.2017 to the Corporate Debtor by the Applicant, acknowledged as received on 14.11.2017.
- 2.4 The Applicant offered One time Settlement (OTS) to the Corporate Debtor vide its letter dated 31.01.2019 for a total OTS amount of RS. 151.57 LAKHS, which was accepted by the Corporate Debtor vide its letter dated 27.02.2019 and 12.03.2019. Pursuant to this, the Corporate Debtor deposited Rs. 7,50,000/- in TRA I account. The 20% of the OTS amount was to be paid within 30 days form the sanction of the OTS. However, the Corporate Debtor vide letter dated 02.07.2019, sought cancellation of OTS terms and asked the refund of Rs. 7,50,000/-.
- 2.5 The Applicant has filed suit on 03.05.2019 before the Debt Recovery Tribunal (DRT), Pune for recovery of the outstanding amount. However, the Corporate Debtor has not yet serviced the loan. The statement of the Term loan of the Corporate Debtor has been annexed to the present company petition.



- 2.6 The Applicant further states that an amount of INR 7,50,000/- was credited to the Loan Account of the Corporate Debtor on 20.01.2021. That status of company classification in CIBIL Report dated 13.09.2022 is also annexed to the company petition.
4. The Corporate Debtor has filed a reply dated 07.03.2023 wherein it states that the present company petition is barred by limitation and placed reliance on the judgment of Hon'ble Supreme Court in *BK Educational Services Private Limited v. Parag Gupta and Associates* (Judgment dated 11.10.2018 in Civil Appeal No 23988 of 2017) wherein it was observed as follows-
- “27. It is thus clear that since the Limitation Act is applicable to applications filed under Sections 7 and 9 of the Code from the inception of the Code, Article 137 of the Limitation Act gets attracted. "The right to sue" therefore, accrues when a default occurs. If the default has occurred over three years prior to the date of filing of the application, the application would be barred under Article 137 of the Limitation Act, save and except in those cases where, in the facts of the case, Section 5 of the Limitation Act may be applied to condone the delay in filing such application.”*

- 3.1 The Applicant has stated that the date of default of the Term Loan facility granted to the Corporate Debtor is 30.07.2017, and the Applicant is required to have filed the present Company Petition within the prescribed period of limitation i.e., within a period of 3 years from the date of default as per Article 137 of the Limitation Act, 1963. The Corporate Debtor submits that the limitation period for the said Term Loan would have expired on 29.07.2020. However, on account of the onset of the Covid-19 pandemic, the Hon'ble Supreme Court has, vide its order dated 10.01.2022 in *Suo*



Moto Writ Petition (C) No 3 of 2020, excluded the period from 15.03.2020 till 28.02.2022 for the purpose of computation of period of limitation. Resultantly, as on 15.03.2020, the balance limitation period as available to the Applicant was more than 90 days i.e., 135 days. Furthermore, on applying the rationale of the order of the Hon'ble Supreme Court, the period of limitation for the Term Loan stands to end on 13.07.2022 i.e., after adding the balance period of 135 days from 28.02.2022 and as observed from the filing records, the present Company Petition has been filed by the Applicant on 04.11.2022. Furthermore, the Corporate Debtor states that, even presuming without specifically admitting that the filing of the balance sheets is deemed to be an acknowledgment of the debt the same cannot be said to be an express acknowledgment of the debt due and payable to the Applicant but rather in the nature of an intimation of the status of the debt and the default therein and made reference to the decision of the Hon'ble Supreme Court dated 15.04.2021 in *Asset Reconstruction Company (India) Limited Vs. Bishal Jaiswal and Another (Civil Appeal No 323 of 2021)*. The Corporate Debtor therefore states and submits that the Applicant has, on its own admission itself declared the date of default which categorically asserts the fact that the said Term Loan is beyond the period of limitation.

- 3.2 The Corporate Debtor further submits that, the debt in respect of the Cash Credit Facility is within the period of limitation as prescribed under Article 137 of the Limitation Act 1963, the same cannot be permitted to be adjudicated in terms of the provisions of the Insolvency and Bankruptcy Code, 2016. The Corporate Debtor further states that the filing of the present Company Petition for Term Loan Facility stands expressly barred due to the expiry of the



period of limitation. The Corporate Debtor refers to the amendment to Section 4 of the Insolvency and Bankruptcy Code, 2016 whereby the Central Government, vide Notification dated 24.03.2020, has increased the minimum threshold limit for initiation of Corporate Insolvency Resolution Process from Rs. 1 Lakh to Rs. 1 Crore. Considering the fact that the Term Loan Facility is beyond the period of limitation and thus stands excluded from being considered and adjudicated in the present Company Petition, the Cash Credit Facility ought to be only considered for adjudication by this Hon'ble Tribunal. The total amount in respect of the Cash Credit Facility claimed to be in default by the Applicant is Rs. 42,66,571.14/- (Rupees Forty Two Lakhs Sixty Six Thousand Five Hundred and Seventy One and Fourteen Paise Only). As such, the said amount claimed to be in default is below the prescribed threshold limit of Rs. 1 Crore more specifically since the present Company Petition has been filed on 04.11.2022 i.e., after the introduction of the amendment to Section 4 of the Insolvency and Bankruptcy Code, 2016.

- 3.3 Further, the Corporate Debtor pleads dismissal of the present company petition on the ground that it filed with the intention of recovery of debts and not for resolution of the corporate debtor as it is seen that the Applicant initiated action under the provisions of the 'SARFAESI Act' by issuing the requisite demand notice and also filed an Original Application before the Hon'ble Debt Recovery Tribunal, Pune but till this date, has not been pursued by the Applicant, instead the Applicant proceeded to conduct the E-auction of the assets of the Corporate Debtor by making publications on various occasions. However, the same was not conducted as the Ministry of AYUSH, Government of India, who



held first right over the assets of the Corporate Debtor, pursuant to a bond signed by the Corporate Debtor with the Ministry of AYUSH, Government of India in relation to a project undertaken by the Corporate Debtor, had objected to the said sale by making a declaration to the general public vide its Paper Notice dated in the year 2019 issued in the Sakal Newspaper circulated in Pune.

5. The Applicant has filed a rejoinder dated 27.03.2023 stating that the Applicant has offered One Time Settlement (OTS) to the Corporate Debtor vide its letter dated 31.01.2019 for the tentative OTS amount of INR 1,51,57,00,000/- (Indian Rupees One Crore Fifty One Lacs Fifty Seven Thousand Only) which was acknowledged / accepted by the Corporate Debtor vide its letter dated 27.02.2019 and 12.03.2019 to settle the dues as per the terms and conditions mentioned in the said OTS Letter. Thereafter, the Corporate Debtor approached the Applicant vide letter dated 15.04.2019 to consider the revised offer of OTS for amount of INR 1,35,00,000/- (Indian Rupees One Crore Thirty Five Lacs Only) enclosing the cheque of INR 36,00,000/- (Indian Rupees Thirty Six Lacs Only) having Cheque no. 000147 of ICICI Bank as the first payment towards the OTS which was to be deposited in TRA I Account. Further the Applicant had intimated to the Corporate Debtor vide email dated 26.04.2019 regarding the remittance of INR 7,50,000/- (Indian Rupees Seven Lacs Fifty Thousand Only) in TRA I Account against the verbal assurance of INR 36,00,000/- (Indian Rupees Thirty Six Lacs Only) to be remitted through RTGS by the Corporate Debtor and requested to remit the balance amount of INR 28,50,000/- (India Rupees Twenty Lacs Fifty Thousand Only) immediately. The Corporate debtor had also acknowledged the balance payment of the OTS Amount vide email dated 07.05.2019. Thereafter several follow ups were taken by the Applicant, however the



Corporate Debtor has cancelled the OTS proposal vide its letter dated 02.07.2019.

- 4.1 The Applicant states that before expiration of 3 years from the original date of default, the OTS proposal had been accepted by the Corporate Debtor vide letter dated 12.03.2019 hence the fresh period of limitation for purpose of section 18 of the Limitation Act, 1963 to be considered from date of OTS acceptance letter dated 12.03.2019 for another 3 years which would have expired on 11.03.2022. However, on 20.01.2021 there was repayment of INR 7,50,000/- and further on 05.02.2022 itself the Corporate Debtor provided another acknowledgement of its debt by referring to Investor for repayment of same which extended the period of limitation by further 3 years.
- 4.2 On account of Covid-19 pandemic, the Hon'ble Supreme Court has vide its order dated 10.01.2022 in *Suo Moto Writ Petition (C) No. 3 of 2020*, excluded the period from 15.03.2020 till 28.02.2022 for the purpose of computation of period of limitation and the present Company Petition was filed on 04.11.2022 thereby the present Company Petition is filed well within the period of limitation.
- 4.3 The Applicant herein relies on the decision of Hon'ble Supreme Court of India in *Dena Bank (now Bank of Baroda) vs C. Shivakumar Reddy and Anr. (CIVIL APPEAL NO.1650 OF 2020)*, wherein inter alia the Hon'ble Supreme Court observed that:

*"141. "Section 18 of the Limitation Act cannot also be construed with pedantic rigidity in relation to proceedings under the IBC. This Court sees no reason why an offer of One Time Settlement of a live claim, made within the period of*



*limitation, should not also be construed as an acknowledgment to attract Section 18 of the Limitation Act.*

*142. To sum up, in our considered opinion an application under Section 7 of the IBC would not be barred by limitation, on the ground that it had been filed beyond a period of three years from the date of declaration of the loan account of the Corporate Debtor as NPA, if there were an acknowledgement of the debt by the Corporate Debtor before expiry of the period of limitation of three years, in which case the period of limitation would get extended by a further period of three years."*

- 4.4 The Hon'ble Supreme Court in *Laxmi Pat Surana vs. Union Bank of India & Anr. Appeal No. 2734 OF 2020 [Para 35,36,37]* has held that if there is an acknowledgement of debt in writing within a limitation period, a fresh limitation period as per section 18 of Limitation Act commences from the date of the acknowledgement of debt.
- 4.5 Further, Hon'ble NCLAT in the case of *Rajendra Narottamdas Sheth & Ors Vs Union Bank of India & Ors in CA 621 of 2020* has clearly held that section 18 and section 19 of the Limitation Act 1963 applies to the applications filed under IBC. Further, reliance is placed on the decision by Hon'ble National Company Law Appellate Tribunal (NCLAT) in its ruling in *Vivek Jha v. Financial Services India Private Ltd. & Anr. (Company Appeal (AT) Insolvency No. 756 of 2018)*, wherein inter alia the Tribunal observed that "*In law, an 'Acknowledgement' in writing within expiration of prescribed period will mark a new commencement period for limitation to base a claim and the same will not create a new contract. In fact, it only extends the limitation period. Suffice it for this Tribunal to make a pertinent mention that if a suit is filed within three years from the last acknowledgement the same is not barred by*



*limitation as per decision in Union of India Vs. M.C Pandey AIR 2009 NOC Page 494 (UTR). Further, an 'Acknowledgement' must be made before the expiration of limitation period as per Section 18 of the Limitation Act 1963. An Acknowledgement of Liability not only saves limitation period but also offers on an individual a 'cause of action' to him, to lay his Claim".*

Therefore, it is well settled from the various rulings of Hon'ble Apex Court & Hon'ble NCLAT read with provisions of Limitation Act, 1963 that acceptance of OTS by the Corporate Debtor amounts to an acknowledgement of debt and hence the period of limitation stands extended from such date of acknowledgment.

- 4.6 In the given case the facts that OTS was accepted, the debt was acknowledged, part of debt was repaid before expiry of limitation coupled with the exclusion of limitation granted by Hon'ble Supreme Court very well extends the period of limitation and hence the present Company Petition filed by the Applicant in the month of November 2022 is well within the period of three (3) years as further extended from time to time by series of events and documents as stated above.
- 4.7 The Corporate Debtor on the issue of objections raised by the Ministry of AYUSH, Government of India said that the Ministry of AYUSH Government of India can file its claim under section 15 of the IBC, 2016 before the Insolvency Resolution Professional (IRP) after initiation of the CIRP of the Corporate Debtor and that it is neither a recovery proceeding nor a suit pending for decision on merit.
6. The Applicant has filed written submissions dated 19.05.2023.
7. We have carefully gone through the pleadings available on records and considered the arguments of both the sides.



- 6.1 In the present case, the issue pertains to the question of limitation period for a petition to be filed u/s 7 of the Code and whether acceptance of an OTS proposal gives rise to fresh limitation period. We observe that the Corporate Debtor has acknowledged its liability vide letter dated 30.09.2016. The Applicant has offered One Time Settlement (OTS) to the Corporate Debtor on 31.01.2019 for the tentative OTS amount of INR 1,51,57,00,000/-. The said offer was accepted by the Corporate Debtor vide its letter dated 27.02.2019 and 12.03.2019 and consented to settle the dues as per the terms and conditions mentioned in the said OTS Letter.
- 6.2 Thereafter, the Corporate Debtor approached the Applicant vide letter dated 15.04.2019 to consider the revised offer of OTS for amount of INR 1,35,00,000/- (Indian Rupees One Crore Thirty Five Lacs Only) enclosing the cheque of INR 36,00,000/- (Indian Rupees Thirty Six Lacs Only) as the first payment towards the OTS which was to be deposited in TRA I Account. To show its bona-fide, the Applicant acknowledged receipt of the remittance of INR 7,50,000/- (Indian Rupees Seven Lacs Fifty Thousand Only) in TRA I Account against the verbal assurance of INR 36,00,000/- (Indian Rupees Thirty Six Lacs Only) from the Corporate Debtor and requested to remit the balance amount of INR 28,50,000/- (India Rupees Twenty Lacs Fifty Thousand Only) immediately, which was not remitted by the Corporate Debtor.
- 6.3 This Bench also finds that the Corporate debtor had acknowledged the balance payment of the OTS Amount vide email dated 07.05.2019 and on 02.07.2019, the Corporate Debtor cancelled the OTS proposal.



- 6.4 This Bench notices that the Corporate Debtor made a payment of INR 7,50,000/- on 20.01.2021. Further, the Corporate Debtor's Director wrote a letter dated 05.02.2022 asking the Financial Creditor to give information and make document available stating that it has one Investor available.
- 6.5 This Bench finds that the limitation originally expires on 29.07.2020 qua term loan facility and on 27.12.2020 qua cash credit facility considering the date of default for the Term Loan facility as per the NeSL Record to be 30.07.2017 and date of default for the Cash Credit facility as per the NeSL Record to be 28.12.2017. However, acceptance of OTS proposal by the Corporate Debtor and its subsequent revocation on 02.07.2019 can be said to have resulted into fresh default on 02.07.2019. Accordingly, the limitation expires on 01.07.2022 in view of such revocation further extending the period of limitation u/s 18 of the Limitation Act.
- 6.6 This Bench finds support from the case of **M/s. State Bank of India Vs. M/s. Hackbridge Hewittic and Easun Limited (2023) ibclaw.in 234**, wherein the Hon'ble NCLAT held that-

*“It is therefore clear that the Application under Section 7 by the Appellant was not debarred by the Limitation Act, 1963 and the impugned order is therefore wrong on this account itself. It is also established fact that the in terms of the Section 128 of the Indian Contract Act, 1872 the liability of the Respondent was always co-extensive with debt of Principal Borrower and therefore the acknowledgment of debt by various OTS proposals, as discussed earlier, were also deemed acknowledgements by the Respondent*



*herein of the liability as guarantors on behalf of the Principal Borrowers.”*

6.7 This Bench further finds that, in the case of **Sabarmati Gas Limited vs Shah Alloys Limited (2023) ibclaw.in 02 SC**, the Hon’ble Supreme Court held at Para 24 that the *period prescribed therefore, is three years as provided by Section 137 of the Limitation Act, 1963 and the same would commence from the date of default and is extendable only by application of Section 5 of the Limitation Act, 1963 it is incumbent on the Adjudicating Authority to consider the claim for condonation of the delay when once the proceeding concerned is found filed beyond the period of limitation.* It further held at Para 25 that *As relates Section 5 of the Limitation Act showing ‘sufficient cause’ is the only criterion for condoning delay. ‘Sufficient Cause’ is the cause for which a party could not be blamed..... In the absence of provisions for exclusion of such period in respect of an application under Section 9, IBC, despite the combined reading of Section 238A, IBC and the provisions under the Limitation Act what is legally available to such a party is to assign the same as a sufficient cause for condoning the delay under Section 5 of the Limitation Act.*

6.8 In view of the Corporate Debtor having made a payment of INR 7,50,000/- on 20.01.2021, prior to expiry of 3 years from the revocation of OTS proposal, already having been accepted by the Corporate Debtor i.e. 1.7.2022; and the letter dated 05.02.2022 asking the Financial Creditor to give information and make document available stating that it has one Investor available, this Bench feels that there existed sufficient cause for the Applicant to not to proceed for filing of application on or before 1.7.2022. The



Applicant, looking at the conduct of Corporate Debtor, can be said to have reasonable belief that the Corporate Debtor may come with another settlement proposal after getting investor. In view of this, this Bench is of the considered view that the period of delay in filing the present application deserve to be condoned and accordingly, the present application can not be said to be beyond the limitation period.

- 6.9 We find that there exists a “financial debt” within the meaning of Sec. 5(8) of the Code and the default in repayment of such debt thereof.
- 6.10 On perusal of the documents submitted by the Applicant, it is clear that financial debt amounting to more than Rs.1,00,00,000/- (Rupees One Crore Only) is due and payable by the Corporate Debtor to the Applicant and there is default by the Corporate Debtor in payment of debt amount. We do not have any other objection on record against the application filed for initiation of CIRP against the Corporate Debtor.
- 6.11 In view of the above, we find that the present petition is fit for admission under Section 7 of the Code for initiation of CIRP against the Corporate Debtor.
8. The Applicant has proposed the name of Mr. Deepak Mohanlal Panpaliya, a registered insolvency resolution professional having Registration Number [IBBI/IPA-001/IP-P00760/2017-18/11319], [Email- dpanpaliya@gmail.com](mailto:dpanpaliya@gmail.com) and [deepak.goldoceancapital@gmail.com](mailto:deepak.goldoceancapital@gmail.com) as Interim Resolution Professional, to carry out the functions as mentioned under I&B Code and has also given his declaration that no disciplinary proceedings are pending against him.



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**ORDER**

This Application being C.P. (IB) No. 1263/NCLT/MB/C-IV/2022 filed by Bank of India, Financial Creditor/ Applicant under Section 7 of I&B Code, 2016, for initiating Corporate Insolvency Resolution Process in the case of Maharashtra Ayurved Center Private Limited, Corporate Debtor is **admitted**. We further declare moratorium u/s 14 of I&B Code with consequential directions as mentioned below:

I. That this Bench as a result of this prohibits:

- a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;
- b) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;
- c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;
- d) the recovery of any property by an owner or lessor where such property is occupied by or in possession of the corporate debtor.

II. That the supply of essential goods or services to the corporate debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.



- III. That the provisions of sub-section (1) of Section 14 of I&B Code shall not apply to
- a. such transactions as may be notified by the Central Government in consultation with any financial sector regulator;
  - b. a surety in a contract of guarantee to a Corporate Debtor.
- IV. That the order of moratorium shall have effect from the date of this order till the completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub-section (1) of section 31 of I&B Code or passes an order for the liquidation of the corporate debtor under section 33 of I&B Code, as the case may be.
- V. That the public announcement of the corporate insolvency resolution process shall be made immediately as specified under section 13 of I&B Code.
- VI. That this Bench appoints Mr. Deepak Mohanlal Panpaliya, a registered insolvency resolution professional having Registration Number [IBBI/IPA-001/IP-P00760/2017-18/11319], [Email-  
dpanpaliya@gmail.com](mailto:dpanpaliya@gmail.com), [deepak.goldoceancapital@gmail.com](mailto:deepak.goldoceancapital@gmail.com); as Interim Resolution Professional to carry out the functions as mentioned under I&B Code, the fee payable to IRP/RP shall comply with the IBBI Regulations/Circulars/Directions issued in this regard.
- e) The Operational Creditor shall deposit a sum of Rs.5,00,000/- (Rupees five lakh only) with the IRP to meet the initial CIRP cost, if demanded by the IRP to fund initial expenses on issuing public notice and inviting



claims. The amount so deposited shall be interim finance and paid back to the applicant on priority upon the funds available with IRP/RP. The expenses, incurred by IRP out of this fund, are subject to approval by the Committee of Creditors (CoC).

- f) A copy of this Order be sent to the Registrar of Companies, Maharashtra, Mumbai, for updating the Master Data of the Corporate Debtor.
- g) The Registry is directed to immediately communicate this order to the Financial Creditor, the Corporate Debtor and the Interim Resolution Professional even by way of email or WhatsApp. **Compliance report of the order by Designated Registrar is to be submitted today.**

Sd/-

Prabhat Kumar  
Member (Technical)  
/LRA-Akshata/

Sd/-

Kishore Vemulapalli  
Member (Judicial)