BEFORE THE AJUDICATING AUTHORITY
(NATIONAL COMPANY LAW TRIBUNAL)
AHMEDABAD BENCH

IA 399 of 2018 in
CP(IB) No. 48/60(5)/NCLT/AHM/2017

Coram: **Hon'ble Ms. MANORAMA KUMARI, MEMBER JUDICIAL**

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF AHMEDABAD BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 04.01.2019

Name of the Company: IDBI Bank Ltd.

V/s.
Shri Ajay Joshi & Anr.

Section of the Companies Act: Section 60(5) of the Insolvency and Bankruptcy Code

S.NO. NAME (CAPITAL LETTERS)	DESIGNATION	REPRESENTATION	SIGNATURE
1. RAVI PAHWA f/b Thakkar and Pahwa	ADV	COC	[signature]
2. Nirag Pathak	ADV	Respondent RP No. 1	[signature] Nirag Pathak
3. HEMAKSHI D RAGHVAN for Mosonle Experts	Advocate	Applicant	H.D Raghvani

ORDER

Advocate Ms. Hemakshi Raghvani for M/s. Moson Le Experts is present for the Applicant Advocate Mr. Ravi Pahwa for M/s. Thakkar & Pahwa is present for the Committee of Creditors. Advocate Mr. Nirag Pathak is present for the Respondent no. 1.

The Order is pronounced in the open court, vide separate sheet.

[signature]
MANORAMA KUMARI
(MEMBER JUDICIAL)

Dated this the 4th January, 2019

vhs

NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH

IA No. 399/NCLT/AHM/2018
In
CP(IB) No. 48/NCLT/AHM/2017

In the matter of:

IDBI Bank Ltd.
A Company registered under the
Companies Act, 1956, and a
Banking Company within the meaning of
Section 5(c) of the Banking Regulation Act, 1949
And having its registered office at
IDBI Tower,
WTC Complex, Cuffe Parade,
Colaba,
Mumbai-400 005 in the State of Maharashtra
And one of its branch offices amongst other places at
IDBI Complex,
Opp. Muni. Staff Quarters,
Near Lal Bungalow, Off C.G. Road,
Ahmedabad – 380 006
Gujarat ...Applicant

Versus

1. Shri Ajay Joshi,
"Resolution Professional" of Alok Industries Ltd.,
Adult, Religion: Hindu
Residing at: Dwarka, A/2 Phatak Baug Society,
999 Navi Peth,
Pune 411 030

2. State Bank of India
On behalf of Committee of Creditors
Registered Office at: State Bank Bhavan,
Madame Cama Road,
Nariman Point,
Mumbai – 400 021
And a branch office at
State Bank of India,
Backbay Reclamation Branch,
Tulsiani Chambers,
Nariman Point,
Mumbai – 400 021 ...Respondents

IA No. 399/NCLT/AHM/2018
In
CP(IB) No. 48/NCLT/AHM/2017

Order delivered on 4th January, 2019

Coram: Ms. Manorama Kumari, Member (Judicial)

Appearance: Advocate Ms. Hemakshi Raghvani for M/s. Moson Le Experts is present for the Applicant. Advocate Mr. Ravi Pahwa for M/s. Thakkar & Pahwa is present for the Committee of Creditors. Advocate Mr. Nirag Pathak is present for the Respondent No. 1.

Order

The instant application is filed under section 60(5) of the Insolvency and Bankruptcy Code for raising objections against proviso (s) of Resolution Plan dated 12.04.2018 of Resolution Applicants, JM Financial Asset Reconstruction Limited and Reliance Industries Ltd. with the following prayers:

(a) To strike down/declare invalid the proviso to clause 12(v) (b) B of the Resolution Plan dated 12.04.2018, in terms of which the third party securities over and above Rs. Ten Crore can be assigned to the ARC Trust.

(b) To direct modifications or amend the Resolution Plant in as much as it is engrossing on the rights created in favour of the Applicant by a third party security provider.

(c) To pass an order allowing the Applicant to enforce its right over the immovable properties under the ownership and possession of Alok Infrastructure Limited (the mortgagor) exclusively mortgaged to the Applicant.

(d) pending disposal of the present applicant, the proceeding be instant. Amongst all other prayers.

2- It is submitted by the Learned Lawyer of the applicant (IDBI) that is one of the Financial Creditors of Alok Industries Ltd. (Corporate Debtor) and is having 4.284% of voting rights in the Committee of Creditors and had granted financial assistance to the corporate debtor Alok Industries Limited (hereinafter referred as the "Corporate Debtor") comprising of Working Capital Facility of Rs. 400 crores, Rupee Term Loans aggregating to Rs. 598 crores, EPBG facility of USD 67.05 Million and ECB facility of USD 10 mn. The said financial assistance is hereinafter referred as "IDBI loan". The said IDBI loan was granted against various securities including hypothecation of movable properties, personal guarantees, corporate guarantees and exclusive mortgage of immovable properties under the ownership and possession of Alok Infrastructure Industries Limited (hereinafter referred as "mortgagor"). In this regard, various documents including the loan agreements, Memorandum of Entry evidencing mortgage by deposit of title deeds, demand promissory notes, undertakings, personal guarantees, corporate guarantees, etc. were executed in favour of the Applicant.

3- It is further submitted that, as per the loan documents executed in favour of the Applicant (IDBI Bank), the corporate debtor was required to repay the said IDBI loan as per the terms and conditions of the executed documents. But, the corporate debtor failed to repay the said IDBI loan as a result of which, the applicant had initiated the recovery proceedings under the securitisation and reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (further referred as "SARFAESI Act"). Thereafter, the applicant has taken the symbolic possession on 27.02.2018 of the exclusively mortgaged assets of the mortgagor situated at village: Vlugam and village: Surangi of the Union Territory of Dadra & Nagar Haveli. The sale notice for the auction of the said exclusively mortgaged properties were issued on 09.05.2018.

4- The Learned Lawyer of the applicant submitted that the corporate debtor had defaulted the repayment of various credit facilities availed by it from various lenders including the Applicant, which has resulted into filing of the application under Section 7 of the IBC by the respondent No. 2-State Bank of India. The said application came to be admitted by this Tribunal vide its order dated 18th July, 2017. Respondent No. 1 was appointed as "Interim Resolution Professional".

5- Pursuant to the invitation by the Interim Resolution Professional for the submission of claims, the applicant had filed necessary claims before the Interim Resolution Professional in its capacity as a financial creditor. The Interim Resolution Professional verified the claim of the applicant to the extent of about Rs. 1264.89 crores. The applicant is one of the members of the COC and its voting rights in the meeting of the COC is to the extent of about 4.284%. In the first meeting of the COC held on 16.08.2017, the Respondent No. 1 came to be appointed as the Resolution Professional.

6- That as per the provisions of the IBC, RP invited prospective resolution applicants to submit a Resolution Plan. Pursuant to such invitation, JM Financial Asset Reconstruction Limited (hereinafter referred to as "JMFARC"), JMFARC-March 2018-Trust (hereinafter referred to as "ARC Trust") and Reliance Industries Limited (hereinafter referred to as "RIL") jointly submitted a Resolution Plan dated 27.03.2018. The JMFARC, ARC Trust and RIL are together (hereinafter referred to as the "Resolution Applicants"). In the Resolution Plan dated 27.03.2018, it was inter alia, proposed by the Resolution Applicants that both the debts and the guarantees given by the existing promoters of the Company in favour of the financial creditors shall stand assigned to ARC Trust. Subsequent to the discussions, the Resolution Applicants submitted a revised Resolution Plan dated 10.04.2018 and thereafter further revised Resolution Plan dated 12.04.2018. The major difference between the Resolution Plan dated 10.04.2018 and that dated 12.04.2018 was the increase in the financial outlay of the offer made by the Resolution Applicants.

7- It is further submitted that Resolution Plan dated 10.04.2018 and 12.04.2018 were not approved by the majority of the COC members. Hence, the applicants have not raised their grievances in respect of the aforesaid Resolution Plan before this Tribunal. In pursuant to the rejection of the Resolution Plan dated 10.04.2018 and 12.04.2018, the respondent no. 1 filed IA 136/2018 before this Adjudicating Authority for liquidation of the company. During the pendency of the said application, Alok Employees Benefit and Welfare Trust filed IA 135/2018 seeking approval of the Resolution Plan dated 12.04.2018 by this Adjudicating Authority in view of the subsequent change/amendment in the Code. This Bench vide its order dated 11.06.2018 directed the respondent no. 1 to present the Resolution Plan before the COC for relook and for proper consideration taking into account subsequent change/amendment in the Code. This bench further directed the respondent no. 1 to convene the meeting of the COC within a week and to submit the report by 25.06.2018.

8- That in pursuant to the direction so made on 11.06.2018, respondent no.1 convened the meeting and has placed the Resolution Plan dated 12.04.2018 for voting by the COC members. The voting so commenced on 20.06.2018 and ended on 21.06.2018 and the said Resolution Plan has been approved by the COC with 72.192% voting of the members. However, the applicant had voted against the Resolution Plan dated 12.04.2018

9- That during the course of arguments, the Ld. lawyer appearing on behalf of IDBI submitted that though the instant application is filed on various grounds, however, applicant is pressing/sticking to the clause no. 3.7 of the Resolution Plan dated 12.04.2018 which deals with the issue of subsidiaries and associated companies/firms of the Corporate Debtor. As per the said clause of Resolution Plan the resolution applicants would get an uninterrupted discretion to deal with the shares and securities of the subsidiary companies including the mortgagor company (ALok Infrastructure Industries Ltd.) along with the companies and the resolution applicants would get uninterrupted right to take any action with respect to the said subsidiary including the procedure for liquidation for which no consent or approval would be required from any joint venture companies or associated companies or their respective shareholders.

It is further submitted by applicant's counsel that, as per the said clause of presumptive right, transfer restriction or other limitations applicable to the said companies would immediately become revoked and unconditionally stand waived and the said subsidiary company would have no liability to any person in this regard. However, the proviso of the said clause no. 3.7 states that the said waiver of the presumptive rights shall not amount to a waiver by financial creditor of any of their subsisting claim in such subsidiaries. The said clause no. 3.7 is self-contradictory in nature and impossible to be implemented as a resolution plan. The Resolution Plan seeks to curtail the rights of IDBI over the securities created by the third party security provider viz. Alok Infrastructure Industries Ltd. as the amount to be recovered from the Alok Infrastructure Industries Ltd. is restricted to Rs. 10 Crore only. It is submitted that the Resolution Plan is required to be examined as a whole and not on individual term basis. When the Resolution Plan is read as a whole, then the clause no. 1.2 incorporates resolution steps at point no. vi(b) [at page no. 7 of plan], it clearly states that:

Quote

"...provided that any third party security interest in relation to immovable properties in relation to any third persons other than the company of up to an aggregate amount of Rs. 10,00,00,000/- {Rupees Ten Crores} in value shall not be assigned to ARC Trust..."

Unquote

It is further submitted that, the security charge created by subsidiary company of corporate debtor is, if for an amount less than Rs. 10 Crores, then it will not be assigned to ARC Trust and financial creditor can recover its dues as per clause 3.7 of the Plan. But if the said aggregate amount of charge is more than Rs. 10 crores, then it would be assigned to ARC Trust and thereby, it would be practically impossible to enforce security interest on subsidiary companies by financial creditor under clause no. 3.7 of plan as because the said security interest would automatically be assigned to ARC trust. Thus, the said clauses of Resolution Plan are, not only, ambiguous but also contradictory in nature and an eye wash to financial creditor. Therefore, the said Resolution Plan does not qualify the test of section 30(2) of the IBC and same is required to be rejected.

10- The copy of the instant application was served upon the COC, Ld. lawyer of the COC and IRP, instead of filing any written objection has argued orally upon the application so filed by the IDBI.

The learned lawyer appearing on behalf of the respondents (IRP and COC) vehemently objected the application as the same is totally misconceived and bad in the eye of law. It is submitted that section 3.7 of the Resolution Plan is not self-contradictory as interpreted by the applicant. It is submitted that section 1.2 (vi (b)) makes it clear that the Resolution Plan makes a provision that upon extinguishment of the existing security held by the financial creditor as specified in section 1.2 (v (c)) of the resolution plan, all such security hitherto held by the financial creditors including the subsidiary guarantees and security interest created by any person other than the company, etc. shall be assigned to the resolution applicants in respect to the immovable properties in value exceeding Rs. 10 Crores. This is a commercial consideration offered by the resolution applicants which is already approved by the majority of the members of the COC.

11- It is further submitted by the respondent (s)/(non-applicant) that stipulation contained in section 3.7 of the Resolution Plan is not contradictory to section 1.2(vi)(b) as submitted by the applicant. Section 3.7 stipulates that the resolution applicants may deal with the shares/securities of the Subsidiary Companies of the Corporate debtor and it is open for the Resolution Applicant(s) to take any action in respect of any such securities which would get assigned, subject to the limitations contained in section 1.2(vi)(b). The later part of section 3.7 is only clarificatory in nature. It clarifies that section 3.7 would not in any manner tantamount to a waiver by the **Financial Creditors of any of the subsidiary companies** in respect of their claims against the subsidiary companies. In other words, the later part only clarifies that section 3.7 would not prejudice the interests of the Financial Creditors of the subsidiary companies in any manner.

12- It is further submitted by the respondents that on admission of the application i.e. CP(IB)48/2017 under section 7 of the IBC, CIRP started on 18.07.2017 and in all the meetings the applicant was present being one of the members of the COC. Admittedly, the applicant has voted against the Resolution Plan dated 12.04.2018 which was then approved by 72.19% of COC members. Since the mandate of the code requires 75% voting share of financial creditors to approve the Resolution Plan (prior to amendment in the code), hence Respondent no. 1 filed IA no. 136/2018 before this Adjudicating Authority for liquidation of the company.

Meanwhile, M/s Alok Employees Benefit and Welfare Trust filed IA No. 135/2018 seeking approval of the Resolution Plan dated 12.04.2018 in view of the subsequent change/amendment made in the IB Code with regard to the voting share of financial creditor which has been reduced to 66%.

On filing of such application, as also on hearing both sides, this Bench on 11.06.2018 directed the COC for reconsideration of Resolution Plan in view of the Insolvency and Bankruptcy Amendment (Ordinance, 2018). Accordingly, on 28.06.2018 the 16th meeting of the COC was duly convened to vote on the Resolution Plan proposed by the resolution applicants. The voting was carried out on the Resolution Plan by the members of the COC and the plan was approved by 72.192% of the COC. On approval of the Resolution Plan on 09.07.2018 the resolution professional filed an IA 259/2018 in CP(IB)

48/2017 before this Adjudicating Authority under section 30(6) r.w. (36(1) of the Code seeking approval of the resolution plan.

13- During pendency of the IA 259/2018, some of the stakeholders of the Company, moved an IA application(s) before this Bench raising objections to the Resolution Plan between the period from June, 2018 to August, 2018. The applicant who is also the member of the COC with 4.29% of voting share, being fully aware of the above stated proceeding has belatedly filed the present application on 26.10.2018 seeking modification/amendment to the Resolution Plan purely on flimsy grounds, for the protection of his rights created in favour of the applicant by third party security providers of the company and to permit enforcement of its security interest of properties mortgaged by Alok Infrastructure Industries Ltd. wholly subsidiary of the company. Thus, the instant application is filed as an afterthought and after more than 6 and a half months just to delay the proceeding. It is further submitted by the respondent(s) that the applicant was all along present in the COC meeting(s) as evident from the minutes of the meeting(s) of the COC but never objected and/or raised such issue at any point of time during the meetings and after 6 months, filed the instant application which cannot be entertained. The very object and purpose of the Code is a time bound reorganization and insolvency resolution of Corporate persons for maximization of value assets of such persons, to promote entrepreneurship, availability of credit and to balance the interest of all stakeholders. If the instant application which suffers from delay and latches, is entertained having minority percentage of voting right, then the very object of the Code will get vitiated.

14- Heard both the sides at length.

15- The respondent also relied upon the decision of the Hon'ble Supreme Court in Arcelor Mittal India Pvt. Ltd. v/s Satish Kumar & Ors., Civil Appeal No. 9402-9405 of 2018 (para 83), wherein it is observed, that the time taken by Tribunal should not set at naught the time limit within which the CIRP must take place. The Hon'ble Supreme Court has emphasized that balance is to be maintained between timely completion of the CIRP and the Corporate Debtor otherwise being put into liquidation, including taking into account the interests of the employees, workmen. As has been noted by the Hon'ble

Supreme Court, if there is resolution applicant who can continue to run the Corporate Debtor as going concern, every effort must be made to try and see that this is made possible.

16- The respondent further relied upon the decision of the Hon'ble NCLAT in Prowess International Pvt. Ltd. V/s parker Hannyfin India Pvt. Ltd., Co. App (AT) (Insolvency) No. 89/2017 (para 19)

> ***"It is made clear that Insolvency Resolution Process is not a recovery proceeding to recover the dues of the creditors. I & B Code, 2016 is an Act relating to reorganisation and insolvency resolution of corporate persons, partnership firms and individuals in a time bound manner for maximisation of value of assets of such persons and to promote entrepreneurship, availability of credit and balance the interests of all the stakeholders including the Government dues. Such being the object of the I & B Code 2016, if the interest of all the stakeholders are balanced and satisfied then to promote entrepreneurship and to ensure that the company continue to function as on going concern, it is desirable to close such proceeding without delay and going into technical rigour of one or other provisions, which are all otherwise futile for all purpose."***

17- On perusal of the record and the Resolution Plan i.e. clause no. 3.7 of the Resolution Plan in conjunction with clause no. 1.2 (vi)(b) makes it evident that there merely subsists a commercial cap of INR 10.00 Crores in terms of enforcement of security over immovable properties of third parties. There subsists no ambiguity or contravention between the various clauses of Resolution Plan. For the sake of brevity, the extract of section 1.2 (vi)(b), Page no. 7 is reproduced herein below:

<u>Extract of Section 1.2(vi)(b), Pg.7</u>

Section 1.2

(vi) Upon extinguishment of the existing security held by the Financial Creditors as specified in Section 1.2(v)(v), all such security hitherto held by the Financial Creditors (including : (x) the Subsidiary Guarantees; and (y) any security interests created by any person other than the Company; and (z) any security interests created exclusively in favour of one or more of the Financial Creditors, provided that any third party security interests in relation to immovable properties of any person other than the Company of up to an aggregate amount of Rs. 10,00,00,000/- (Rupees Ten Crores) in value shall not be assigned to the ARC Trust) but excluding the Existing Promoter Guarantees shall be charged as follows:

(a) Xxx

(b) to ARC Trust as security for the Outstanding ARC Debt and to RIL/its subsidiaries as security for the Transferred Outstanding ARC Debt (defined below), by way of a second and subordinate charge, over all security interests, corporate and/or personal guarantees (including: (x) the Subsidiary Guarantees; and (y) any security interests created by any person other than the Company; and (z) any security interests created exclusively in favour of one or more of the Financial Creditors provided that any third party security interests in relation to immovable properties of any person other than the Company of up to an aggregate amount of Rs. 10,00,00,000/- (Rupees Ten Crores) in value shall not be assigned to the ARC Trust), share pledges and any other security interests or encumbrances in relation to the Outstanding Financial Debt, provided that the Existing Promoter Guarantees shall not be assigned to the ARC Trust and all claims/rights of the Financial Creditors against the Guarantors in relation to the Existing Promoter Guarantees shall continue. If the proposed assignment of any security interest created by a person other than the Company, which is proposed to be assigned to the ARC Trust pursuant to the terms of this Plan, is held to be invalid under Applicable Laws by a non-appealable order of a Court or Tribunal (unless the Resolution Applicants choose not to contest such position under Applicable Laws), the Resolution Applicants will do the needful to release their interests on such security, pursuant to the terms of such order.

Extract of Section 3.7, Pg.23

3.7 Subsidiaries and Associates

The Resolution Applicants may at their discretion deal with the shares/securities of the subsidiaries of the Company, namely, Alok Infrastructure Limited; Alok International Inc USA; Alok International (Middle East) FZE, UAE; Alok Singapore Pte Limited, Singapore; Alok Worldwide Limited, BVI; Alok Global Trading (Middle East) FZE, UAE, Alok Industries International Limited, BVI; Grabal Alok International Limited, BVI; Mileta A.S., Czeck Republic; Grabal Alok (UK) Limited, UK, and the Resolution Applicants may take any action with respect to the subsidiaries as they may deem fir (including liquidating them) in accordance with the Applicable Laws of India and of the jurisdiction of such subsidiaries. No consent of approvals shall be required for the implementation of this Plan from the subsidiaries, joint venture companies associates companies of the Company and their respective shareholders, and al pre-emptive rights, transfer restrictions or other limitations applicable to the Company in respect of its subsidiaries, joint venture companies and associate companies shall immediately, irrevocable and unconditionally stand waived, and the Company shall have no Liability to any person this regard.

In this regard, it is clarified that the Resolution Professional shall not be required to take any action with respect to the Company's subsidiaries pursuant to this plan. Further, it is acknowledged that this Section 3.7 of the

Plan shall not amount to a waiver by the Financial Creditors of any of their subsisting claims against such subsidiaries.

18- Thus on plain reading, I find no ambiguity and/or contradiction in the resolution plan. If, clause no. 3.7 of the Resolution Plan is read with conjunction with clause no. 1.2 (vi)(b) which clearly indicates the commercially agreed cap of INR 10.00 Crores in terms of enforcement of security over immovable properties of third party.

19- Even, if the objection of the applicant is entertained, for the time being, then even, the same is not tenable in view of the fact that the said objection was never raised when the COC in its 14th meeting on 13.04.2018, had approved the proposal for putting the Resolution Plan to vote and on 14.04.2018 RP informed the COC that Resolution Plan was not approved by the majority of 75% voting share of the COC as per section 30(4) of IB Code 2016 as only 70.01% of the voting share of COC had approved the Resolution Plan.

Thereafter, amendment in the Insolvency and Bankruptcy Code, 2016 came into force whereby required majority of voting share has been reduced from 75% to 65%. In view of the reduction in the voting share of the COC. The Alok Employees Benefit and Welfare Trust filed an application with prayer to divest COC for re-consideration of Resolution Plan. On hearing, this Adjudicating Authority passed an order on 11.06.2018 directing the COC to reconsider the Resolution Plan.

Accordingly, 16th meeting of the COC was held on 20.06.2018 to vote on Resolution Plan wherein the Resolution Plan was approved by 73.192% of COC.

In pursuant to the approval of Resolution Plan RP filed an IA No. 259/2018 in CP(IB) No 48/2017 under section 30(6) r.w. 31(1) seeking approval of the Resolution Plan.

During the pendency of the above said IA, some of the stakeholders in the CIRP of the Company moved interlocutory application raising objection, but the applicant of the instant IA never come forward to raise objection against Resolution Plan. However, after about 6 months, as an afterthought filed the instant application despite the fact that the applicant was already present in all the meeting of the COC and the COC has approved the Resolution Plan with

Sd/-

73.19% of voting share and now after about 6 months, the instant application is filed having only 4.29% of voting share, when the COC by 73.192% of voting share has approved the Resolution Plan. More so, the stipulation contained in section 3.7 of the Resolution Plan is not contrary to section 1.2(vi)(b) as submitted by the applicant. Section 3.7 stipulates that the resolution applicants may deal with the shares/securities of the subsidiary companies of the Corporate Debtor and it is open for the resolution applicants to take any action in respect of any such securities which would get assigned subject to the limitation contained in section 1.2(vi)(b). The later part of section 3.7 is only clarificatory in nature. It clarifies that section 3.7 would not, in any manner, affect the rights of the financial creditor in respect of their claims against the subsidiary Company and/or prejudice the interest of the financial creditors of the subsidiary company in any manner.

Under the facts and circumstances as discussed above, I found that the application so filed by the applicant is to stall the proceedings ignoring the fact that time is the essence of the IBC Code. It is old maxim that a person who seeks equity must do equity. It may be understood that insolvency resolution process is not a recovery proceeding to recover the dues of the creditor. Consequently, the delayed, mala fied claims of creditors such as the applicant, ought not to be entertained. The applicant cannot stall the implementation of the said Resolution Plan as approved by the COC merely to further its private interests. It is established that the petitioner has filed this application with ulterior motive and collateral purpose to exert pressure on the respondent(s) and not with genuine objective. Had there been genuine objective, the applicant could have filed and/or raised the objections on 14.04.2018 itself and would have never waited for such a long period. The application so filed by the applicant is not only bad in the eye of law but grave misuse of the process of law. Hence rejected. No costs.

Ms. Manorama Kumari
Member (Judicial)

LCT