REPUBLIC OF THE PHILIPPINES
COURT OF TAX APPEALS
QUEZON CITY

FIRST DIVISION

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PHILIPPINE NATIONAL BANK,
Petitioner,

- versus -

COMMISSIONER OF INTERNAL REVENUE,
Respondent.

C.T.A. CASE NO. 6850

Members:

ACOSTA, *Chairperson*
BAUTISTA, and
CASANOVA, *JJ.*

Promulgated:

MAR 03 2009 1:05pm

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DECISION

BAUTISTA, *J.*:

Before this Court is a Petition for Review praying that judgment be rendered revoking the Audit Result/Assessment Notice issued by respondent against petitioner for alleged deficiency documentary stamp tax for taxable year 1997 in the amount of THIRTY NINE MILLION FIVE HUNDRED FIFTY THOUSAND NINE HUNDRED SIXTY THREE PESOS AND FIFTY CENTAVOS (P39,550,963.50).

Philippine National Bank (Petitioner) is a corporation duly organized and existing under the laws of the Philippines, with principal business address at PNB Financial Center, President Diosdado Macapagal Blvd., Pasay City.[1]

[1] Par. 2, Summary of Admitted Facts, Joint Stipulation of Facts and Issues (JSFI), Docket, p. 124.

Respondent is the duly appointed Commissioner of Internal Revenue vested with the authority to exercise the functions of said office, including, *inter alia*, the power to administer and enforce national internal revenue laws. He holds office at the Bureau of Internal Revenue (BIR) Building, Agham Road, Diliman, Quezon City.[2]

On March 23, 2000, respondent issued Letter of Authority No. 00058992 authorizing an investigation team composed of Revenue Officers J. Cueto, C. Costales, R. Gonzales, H. Catapia, and N. Divino of the Large Taxpayers Assessment Division, to examine petitioner's books of accounts and other accounting records for all internal revenue taxes for taxable year 1997.[3]

On March 31, 2003, the investigating team wrote a Memorandum for the Assistant Commissioner of the Large Taxpayers Service, recommending that a Preliminary Assessment Notice (PAN) be issued for the collection of deficiency taxes.[4]

On same date, respondent, through the Large Taxpayers Audit and Investigation Division I, issued a Preliminary Assessment Notice and Details of Discrepancies for deficiency documentary stamp tax, withholding tax on compensation, and expanded withholding tax against petitioner.[5]

After a re-investigation conducted on petitioner's internal revenue tax liabilities for taxable year 1997, the investigation team wrote a Memorandum for the Assistant Commissioner of the Large Taxpayers Service and recommended that Formal Assessment Notice, Details of Discrepancies, and Audit Notices be issued to enforce collection of petitioner's deficiency documentary stamp tax, withholding tax on compensation, and expanded withholding tax.[6]

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[2] Par. 3, Summary of Admitted Facts, JSFI, Docket, p. 124.
[3] Exhibit "1".
[4] Exhibit "6".
[5] Exhibits "7" and "7-a".
[6] Exhibits "8", "8-a", and "8-b".

On May 26, 2003, the BIR sent a Formal Letter of Demand, together with the Audit Result/Assessment Notice, requesting petitioner to pay deficiency taxes computed as follows:[7]

ASSESSMENT No. 97-000064
DEFICIENCY DOCUMENTARY STAMP TAX

(1)	Interbank call loans - more than 5 days maturity	P 13,260,000,000.00
(2)	Special savings account	7,833,847,016.00
	Taxable base per audit	P 21,093,847,016.00
	Documentary stamp tax (0.30/200)	31,640,770.80
	Less: tax already paid	-
	Def. Documentary stamp tax due	P 31,640,770.80
	Surcharge - 25%	7,910,192.70
	Total Amount Due	P 39,550,963.50

ASSESSMENT No. 97-000067
DEFICIENCY EXPANDED WITHHOLDING TAX

	Income Payments	Amount	Rate	Tax Due
(3)	Security/Clerk/Janitorial	359,807,968.00	x 1%	3,598,079.68
(3)	Advertising/Publication	11,325,314.00	x 1%	113,253.14
(3)	Freight expense	10,024,549.00	x 1%	100,245.49
(3)	Promotion & Special expense	91,927,926.00	x 1%	919,279.26
(3)	Addition to Bank Premises, Furniture, Fixture & Equip.	319,326,116.00	x 1%	3,193,261.16
	Rental expense (Real)	109,118,966.00	x 5%	5,455,948.30
	Professional Fees	8,748,081.00	x 5 & 10%	614,434.70
	Brokers/Commission			97,415.24
	Expanded withholding tax due thereon			P 14,091,916.93
	Less: Tax remitted/paid per return			
	EWT for professional fees	614,434.70		
	EWT for brokers/commission	97,415.24		
	EWT rental for head office	265,967.22		
	EWT for contractors	6,615,873.27		
	EWT branches	1,301,674.90		
	EWT rental for branches	4,154,273.34		13,049,638.67
	Deficiency expanded withholding tax			P 1,042,278.26
	Add: 20% interest per annum 1/26/98 to 5/3/03			1,111,693.99
	Compromise penalty			20,000.00
	Total deficiency expanded withholding tax			P 2,173,972.25

On May 30, 2003, petitioner paid the tax assessment for the expanded withholding taxes amounting to P2,173,972.25, inclusive of penalties.[8]

[7] Exhibits "A" and "B", "9", "9-a", and "10".
[8] Exhibits "C" and "D".

On June 23, 2003, petitioner protested the assessment notice insofar as the deficiency documentary stamp tax amounting to P39,550,963.50, inclusive of penalties, is concerned.[9]

On August 21, 2003, petitioner submitted a letter reiterating the summary of its legal arguments to support its position that it is not liable for the alleged deficiency tax assessment. Petitioner likewise stated that it would not be filing any more documents and would be submitting the case for resolution by the BIR on the basis of the documents thus filed.[10]

On January 16, 2004, petitioner filed a Petition for Review to preserve its rights in pursuing its protest, pursuant to Section 7(1) of Republic Act (R.A.) 1125. On same date, petitioner received the Final Decision on Disputed Assessment dated December 10, 2003, reiterating the assessment of deficiency documentary stamp taxes amounting to P39,550,963.50.[11]

On January 23, 2004, petitioner filed a Motion For Leave of Court to File and Admit Supplement to the Petition for Review, together with the Supplement to the Petition for Review.[12]

On January 29, 2004, this Court issued an Order granting petitioner's motion and admitting the Supplement to the Petition for Review.[13]

On March 9, 2004, respondent filed his Answer and raised Special and Affirmative Defenses summed up as follows:[14]

1. The Tax Code of 1997, as amended, and not the Tax Code of 1977, is applicable in the instant case;

2. Interbank Call Loans (IBCL) with maturity period of more than five (5) days is not intended to cover deficiency reserve requirement, and, therefore, subject to documentary stamp tax (DST);

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[9] Par. 6, Summary of Admitted Facts, JSFI, Docket, p. 124; Exhibit "E".
[10] Par. 7, Summary of Admitted Facts, JSFI, Docket, p. 125.
[11] Par. 10, Summary of Admitted Facts, JSFI, Docket, p. 125; Exhibit "G".
[12] Par. 11, Summary of Admitted Facts, JSFI, Docket, p. 125; Docket, pp. 48-59 and 73-76.
[13] Docket, p. 78.
[14] Docket, pp. 91-97.

3. Assuming *arguendo* that IBCL is not a deposit substitute, it is a loan agreement between banks and, therefore, subject to DST under Section 180 of the Tax Code;

4. Special Savings Account and Time Deposit are just one and the same transaction;

5. Assuming *arguendo* that the Special Savings Account is not a certificate of deposit, it is a loan agreement between the depositor and petitioner, hence, subject to DST under Sec. 180 of the Tax Code;

6. Assessments were issued in accordance with existing law and regulations;

7. Assessments are *prima facie* presumed correct and made in good faith. In the absence of proof of any irregularities in the performance of official duties, an assessment will not be disturbed; and

8. Failure to present proof of error in the assessment will justify judicial affirmation of said assessment.

After issues were joined, the parties presented their respective oral and documentary evidence, and rested their cases. The case was deemed submitted for decision on April 30, 2008[15] after receipt of the parties' Memoranda simultaneously filed on April 28, 2008.

Both parties submitted the following issues for this Court's resolution:[16]

"1. Whether the applicable law for deficiency documentary stamp tax assessment for the taxable year 1997 is the 1977 National Internal Revenue Code and not the 1997 National internal Revenue Code.

2. Whether Petitioner's transactions under Interbank Call Loans ('IBCLs') maturing more than five (5) days are subject to documentary stamp tax under Section 180 of the applicable Tax Code.

3. Whether the IBCLs are considered loan agreements between the other Banks and the Petitioner subject to documentary stamp tax under Section 180 of the applicable Tax Code.

4. Whether Special Savings Accounts (SSAs) are considered certificates of deposit or time deposits subject to documentary stamp tax under Section 180 of the applicable Tax Code.

5. Whether SSAs are considered loan agreements between the depositor and the Petitioner subject to documentary stamp tax under Section 180 of the applicable Tax Code.

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[15] Resolution dated April 30, 2008.
[16] Issues, Joint Stipulation of Facts and Issues; Docket, pp. 126-127.

6. Whether Petitioner is liable to the aggregate amount of Php39,550,963.50 representing deficiency documentary stamp tax for the taxable year 1997."

The first three issues will be resolved together.

At this juncture, it must be pointed out that the National Internal Revenue Code of 1997 became effective only on January 1, 1998; and since the taxable year involved in the present case is 1997, the applicable statute is the Tax Code of 1993.[17] Section 180 of said Tax Code reads:

> "SEC. 180. *Stamp tax on all loan agreements, promissory notes, bills of exchange, drafts, instruments and securities issued by the government or any of its instrumentalities, certificates of deposit bearing interest and others not payable on sight or demand.* - On all loan agreements signed abroad wherein the object of the contract is located or used in the Philippines; bills of exchange (between points within the Philippines), drafts, instruments and securities issued by the government or any of its instrumentalities or certificates of deposits drawing interest, or orders for the payment of any sum of money otherwise than at sight or on demand, or on all promissory notes, whether negotiable or non-negotiable, except bank notes issued for circulation, and on each renewal of any such note, there shall be collected a documentary stamp tax of Thirty centavos (P0.30) on each two hundred pesos, or fractional part thereof, of the face value of any such agreement, bill of exchange, draft, certificate of deposit, or note: *Provided,* That only one documentary stamp tax shall be imposed on either loan agreement, or promissory notes issued to secure such loan, whichever will yield a higher tax: *Provided, however,* That loan agreements or promissory notes the aggregate of which does not exceed two hundred fifty thousand pesos (P250,000) executed by an individual for his purchase on installment for his personal use or that of his family and not for business, resale, barter, or hire of a house, lot, motor vehicle, appliance or furniture shall be exempt from the payment of the documentary stamp tax provided under this section."

In **ING Bank, N.V. Manila Branch vs. Commissioner of Internal Revenue**[18], the Court *En Banc* has ruled that Section 180 of the Tax Code of 1993 covers only the following instruments:

1. bills of exchange;
2. drafts;
3. certificates of deposits drawing interest;
4. orders for the payment of any sum of money otherwise than at sight or on demand;

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[17] *ING Bank, N.V. Manila Branch vs. Commissioner of Internal Revenue,* C.T.A. Case No. 6187, August 9, 2004.
[18] C.T.A. EB No. 52, April 5, 2005.

5. promissory notes, whether negotiable or non-negotiable; and
6. renewal of any such note.

IBCL is one form of "deposit substitutes" as defined in Section 20(y) of the Tax Code of 1993[19], which states:

> "SEC. 20. *Definitions.*-
>
> xxx xxx xxx
>
> (y) 'Deposit substitutes' shall mean an alternative form of obtaining funds from the public, other than deposits, through the issuance, endorsement, or acceptance of debt instruments for the borrower's own account, for the purpose of relending or purchasing of receivables and other obligations, or financing their own needs or the needs of their agent or dealer. These instruments may include but need not be limited to banker's acceptances, promissory notes, repurchase agreements, certificates of assignments or participation and similar instruments with recourse as may be authorized by the Central Bank of the Philippines, for banks and non-bank financial intermediaries or by the Securities and Exchange Commission of the Philippines for commercial, industrial, finance companies and other non-financial companies: *Provided,* however, That only debt instruments issued for interbank call loans to cover deficiency in reserves against deposit liabilities including those between and among banks and quasi-banks shall not be considered as deposit substitute debt instruments."

This Court has consistently ruled that the IBCLs are considered as "deposit substitutes"; and that "deposit substitutes", "debt instruments", and "debt instrument used for deposit substitutes" are not included among the objects/instruments subject to documentary stamp tax under Section 180 of the Tax Code of 1993.[20] Only those specifically enumerated under the provisions of law may be subject to documentary stamp tax.[21]

Furthermore, the NIRC of 1997 took effect only on January 1, 1998. Section 180 of the NIRC of 1997 cannot be made to apply retroactively on petitioner's IBCLs for taxable

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[19] *Commissioner of Internal Revenue vs. Solidbank Corp. (Now First Metro Investment Corp.),* C.T.A. EB Case No. 114, February 22, 2007.
[20] *Commissioner of Internal Revenue vs. Solidbank Corp. (Now First Metro Investment Corp.),* (C.T.A. EB Case No. 114, February 22, 2007); *Metropolitan Bank & Trust Co. vs. Commissioner of Internal Revenue* (C.T.A. Case No. 6504, October 25, 2006); *Prudential Bank vs. Bureau of Internal Revenue, Represented by the Commissioner of Internal Revenue* (C.T.A. Case No. 6396, February 10, 2006) *Banco de Oro Universal Bank vs. Commissioner of Internal Revenue* (C.T.A. Case No. 6401, September 19, 2005); *ING Bank N.V. Manila Branch vs. Commissioner of Internal Revenue* (C.T.A. No. 6187, August 9, 2004).
[21] *Solidbank Corp. (now: First Metro Investment Corporation) vs. Commissioner of Internal Revenue* (C.T.A. Case No. 6557, May 5, 2005).

year 1997. It is an elementary rule that a tax law can only have a retroactive application in cases where no right of taxpayer is prejudiced.[22] Hence, petitioner's IBCLs, maturing more than 5 days during taxable year 1997, are not subject to DST.

As regards the issue on Special Savings Account, petitioner submits that the issue of deficiency DST on its Special Savings Account is rendered moot after it availed of the abatement program of the BIR under Revenue Regulations No. 15-2006. In its "Manifestation With Urgent Motion to Suspend Proceedings In C.T.A. Case No. 6850" filed on September 24, 2007, petitioner submitted photocopies of Application for Abatement Program[23], computer generated print-out showing PNB's payment through fund transfer system of Bangko Sentral ng Pilipinas (BSP)[24], and BIR Form No. 0605 (Payment Form)[25].

This Court differs. *First,* petitioner failed to submit and offer as evidence originals or certified true copies of the Application for Abatement Program, Payment Form (BIR Form No. 0605), and proof of payment. They violate the best evidence rule; therefore, they are incompetent pieces of evidence and have no probative value. In **National Power Corporation vs. Hon. Ramon G. Codilla, Jr., Presiding Judge, RTC of Cebu, Br. 19, Bangpai Shipping Company, and Wallem Shipping, Inc.**[26], the Supreme Court ratiocinated:

> "xxx Before the onset of liberal rules of discovery, and modern technique of electronic copying, the best evidence rule was designed to guard against incomplete or fraudulent proof and the introduction of altered copies and the withholding of the originals. But the modern justification for the rule has expanded from the prevention of fraud to a recognition that writings occupy a central position in the law. The importance of the precise terms of writings in the world of legal relations, the fallibility of the human memory as reliable evidence of the terms, and the hazards of inaccurate or incomplete duplicate are the concerns addressed by the best evidence rule.
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> Moreover, as mandated under Section 2, Rule 130 of the Rules of Court:

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[22] *Metropolitan Bank & Trust Co. vs. Commissioner of Internal Revenue* (C.T.A. Case No. 6504, October 25, 2006).
[23] Docket, pp. 442-443.
[24] Docket, p. 444.
[25] Docket, p. 445.
[26] G.R. No. 170491, April 4, 2007.

> 'SECTION 2. Original writing must be produced; exceptions. — There can be no evidence of a writing the contents of which is the subject of inquiry, other than the original writing itself, except in the following cases:
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> (a) When the original has been lost, destroyed, or cannot be produced in court;
> (b) When the original is in the possession of the party against whom the evidence is offered, and the latter fails to produce it after reasonable notice;
> (c) When the original is a record or other document in the custody of a public officer;
> (d) When the original has been recorded in an existing record a certified copy of which is made evidence by law;
> (e) When the original consists of numerous accounts or other documents which cannot be examined in court without great loss of time and the fact sought to be established from them is only the general result of the whole.'
>
> When the original document has been lost or destroyed, or cannot be produced in court, the offeror, upon proof of its execution or existence and the cause of its unavailability without bad faith on his part, may prove its contents by a copy, or by a recital of its contents in some authentic document, or by the testimony of witnesses in the order stated. The offeror of secondary evidence is burdened to prove the predicates thereof: (a) the loss or destruction of the original without bad faith on the part of the proponent/offeror which can be shown by circumstantial evidence of routine practices of destruction of documents; (b) the proponent must prove by a fair preponderance of evidence as to raise a reasonable inference of the loss or destruction of the original copy; and (c) it must be shown that a diligent and bona fide but unsuccessful search has been made for the document in the proper place or places. However, in the case at bar, though petitioner insisted in offering the photocopies as documentary evidence, it failed to establish that such offer was made in accordance with the exceptions as enumerated under the abovequoted rule. Accordingly, we find no error in the Order of the court *a quo* denying admissibility of the photocopies offered by petitioner as documentary evidence."

Second, petitioner likewise failed to submit and offer as evidence the originals or certified true copies of Termination Letter and Authority to Cancel Assessment. Revenue Memorandum Order (RMO) No. 23-2006 dated October 4, 2006 requires the issuance of Termination Letter and Authority to Cancel Assessment in abatement cases.[27] Thus, this

[27] Prescribing the Guidelines and Procedures on the One-Time Administrative Abatement of all Penalties/Surcharges and Interest on Delinquent Accounts and Assessments (Preliminary or Final, Disputed or Not) as of June 30, 2006 as implemented by Revenue Regulations No. 15-2006.

Court cannot order the cancellation of assessment for deficiency DST without documentary evidence showing that petitioner has complied with RR No. 15-2006.

As regards the fourth, fifth, and sixth issues, the Supreme Court has settled the same in **International Exchange Bank vs. Commissioner Internal Revenue**[28] in this manner:

> "As correctly found by the CTA En Banc, a passbook representing an interest earning deposit account issued by a bank qualifies as a certificate of deposit drawing interest.
>
> A document to be deemed a certificate of deposit requires no specific form as long as there is some written memorandum that the bank accepted a deposit of a sum of money from a depositor. What is important and controlling is the nature or meaning conveyed by the passbook and not the particular label or nomenclature attached to it, inasmuch as substance, not form, is paramount.
>
> Contrary to petitioner's claim, not all certificates of deposit are negotiable. A certificate of deposit may or may not be negotiable as gathered from the use of the conjunction **or**, instead of **and**, in its definition. A certificate of deposit may be payable to the depositor, to the order of the depositor, **or** to some other person or his order.
>
> In any event, the negotiable character of any and all documents under Section 180 is immaterial for purposes of imposing DST.
>
> Orders for the payment of sum of money payable at sight or on demand are of course explicitly exempted from the payment of DST. Thus, a regular savings account with a passbook which is withdrawable at any time is not subject to DST, unlike a time deposit which is payable on a fixed maturity date.
>
> As for petitioner's argument that its FSD is similar to a regular savings deposit because it is evidenced by a passbook, and that based on the legislative deliberations on the bill which was to become R.A. 9243 which amended Section 180 of the NIRC (which is to a large extent the same as Section 180 of the Tax Code, as amended by R.A. 7660), Congress admitted that deposits evidenced by passbooks which have features akin to time deposits are not subject to DST, the same does not lie.
>
> The FSD, like a time deposit, provides for a higher interest rate when the deposit is not withdrawn within the required fixed period; otherwise, it earns interest pertaining to a regular savings deposit. Having a fixed term and the reduction of interest rates in case of pre-termination are essential features of a time deposit. Thus explains the CTA En Banc:

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[28] G.R. No. 171266, April 4, 2007.

'It is well-settled that certificates of time deposit are subject to the DST and that a certificate of time deposit is but a type of a certificate of deposit drawing interest. Thus, in resolving the issue before Us, it is necessary to determine whether petitioner's Savings Account-Fixed Savings Deposit (SA-FSD) has the same nature and characteristics as a time deposit. In this regard, the findings of fact stated in the assailed Decision [of the CTA Division] are as follows:

> 'In this case, a depositor of a savings deposit-FSD is required to keep the money with the bank for at least thirty (30) days in order to yield a higher interest rate. Otherwise, the deposit earns interest pertaining only to a regular savings deposit.
>
> The same feature is present in a time deposit. A depositor is allowed to withdraw his time deposit even before its maturity subject to bank charges on its pre[-]termination and the depositor loses his entitlement to earn the interest rate corresponding to the time deposit. Instead, he earns interest pertaining only to a regular savings deposit. Thus, petitioner's argument that the savings deposit-FSD is withdrawable anytime as opposed to a time deposit which has a maturity date, is not tenable. In both cases, the deposit may be withdrawn anytime but the depositor gets to earn a lower rate of interest. The only difference lies on the evidence of deposit, a savings deposit-FSD is evidenced by a passbook, while a time deposit is evidenced by a certificate of time deposit.'

In order for a depositor to earn the agreed higher interest rate in a SA-FSD, the amount of deposit must be maintained for a fixed period. Such being the case, We agree with the finding that the SA-FSD is a deposit account with a fixed term. Withdrawal before the expiration of said fixed term results in the reduction of the interest rate. Having a fixed term and reduction of interest rate in case of pre-termination are *essentially* the features of a time deposit. Hence, this Court concurs with the conclusion reached in the assailed Decision that petitioner's SA-FSD and time deposit are substantially the same . . . (Italics in the original; underscoring supplied)

The findings and conclusions reached by the CTA which, by the very nature of its function, is dedicated exclusively to the consideration of tax problems and has necessarily developed an expertise on the subject, and unless there has been an abuse or improvident exercise of authority, and none has been shown in the present case, deserves respect.

It bears emphasis that DST is levied on the exercise by persons of certain privileges conferred by law for the creation, revision, or termination of specific legal relationships through the execution of specific instruments. It is an excise upon the privilege, opportunity or facility offered at exchanges for the transaction of the business."

Furthermore, after scrutiny of the records of the case and weighing the arguments raised by both parties, this Court finds no basis to order the cancellation of the assessment for deficiency DST on Special Savings Account as petitioner failed to present evidence showing the assessment to be erroneous. Petitioner failed to establish its claim that its SSAs are not time deposits, which would mean that they are not subject to DST. In the absence of proof of any irregularities in the performance of official duties or error in the assessment, an assessment will not be disturbed.[29]

WHEREFORE, the instant Petition for Review is hereby **PARTIALLY GRANTED.** Accordingly, the assessment for deficiency documentary stamp taxes on petitioner's Interbank Call Loans for taxable year 1997 is hereby **CANCELLED**. However, the assessment for deficiency documentary stamp tax on petitioner's Special Savings Account for taxable year 1997 is hereby **AFFIRMED**.

Petitioner is hereby **ORDERED** to **PAY** respondent the amount of **FOURTEEN MILLION SIX HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED SIXTY THREE PESOS AND FIFTEEN CENTAVOS (P14,688,463.15)**, representing deficiency documentary stamp tax for taxable year 1997, computed as follows:

Special Savings Account	7,833,847,016.00
Documentary Stamp Tax (0.30/200)	11,750,770.52
Surcharge - 25%	2,937,692.63
Total Amount Due	14,688,463.15

In addition, petitioner is hereby **ORDERED** to **PAY** a penalty equivalent to twenty five percent (25%) and a delinquency interest equivalent to twenty percent (20%) per

[29] *Allied Banking Corporation vs. The Commissioner of Internal Revenue,* C.T.A. Case No. 7481.

annum on the amount of P14,688,463.15 from February 15, 2004 until such amount is paid in full, pursuant to Sections 248 and 249 of the Tax Code.

SO ORDERED.

LOVELL R. BAUTISTA
Associate Justice

WE CONCUR:

ERNESTO D. ACOSTA
Presiding Justice

CAESAR A. CASANOVA
Associate Justice

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above Decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ERNESTO D. ACOSTA
Presiding Justice
Chairperson, First Division