

**IN THE COURT OF Ms. GURPREET KAUR, PCS, CIVIL JUDGE
(JUNIOR DIVISION), ZIRA/UID No.PB0471**

<u>CNR No. PBFZA0000261-2025</u>	<u>Case No. CS-135-2025</u>	
	Presented on	19.03.2025
	Registered on	19.03.2025
	Decided on	05.08.2026

Jaspal Singh son of Gurmukh Singh, resident of village Lalle, Tehsil Zira, District Ferozepur.

.....Plaintiff

Versus

1. Pippal Singh son of Balwant Singh
2. Bohar Singh son of Balwant Singh, both residents of village Mandala Chhana, Tehsil Shahkot, District Jalandhar.
3. SHO of PS Makhu, Tehsil Zira, District Ferozepur
4. Chowki Incharge, Police Post Joge Wala, PS Makhu, District Ferozepur.

.....Defendants

**Civil suit for a decree permanent injunction restraining
the defendants No.1 and 2 from recovering any alleged
amount of Rs.6/7 Lakh from the plaintiff by way of
coercive method with the help of defendants No.3 and**

4 by detaining the plaintiff in illegal manner in police custody or otherwise, forcibly and illegally, except in due course of law and further restraining the defendants No.1 and 2 from filing the false complaints/application before the police authority wrongly and illegally, on the basis of oral and documentary evidence of all sorts.

Present:- Sh. Sandeep Singh Kandial, Advocate for plaintiff
Sh. Gurjit Singh Sandhu, Advocate for defendants No.1 & 2
Defendants No.3 and 4 exparte vide order dated 19.04.2025

JUDGMENT:-

1. The present suit has been filed by plaintiff against defendants for permanent injunction, as fully detailed and described in the head note of the plaint.

2. In brief, facts of the case as averred by plaintiff is that the plaintiff that in the year 2022, the nephew of defendant No.1 namely Kulwinder Singh son of Puran Singh son of Balwant Singh got lodged an FIR bearing No.142 dated 19.10.2022 under Section 406, 420 of IPC and Section 13 Punjab Travel Professional Regulation Act, 2014 against the plaintiff at PS Lohian, District Jalandhar with the allegations that in the year 2021, he alongwith his cousin namely Davinder Singh son Pipal

Singh paid Rs.3,50,000/- each to plaintiff for sending them abroad on tourist Visa and later on they were deported by Dubai Country and they also claiming forged and bogus Visa of Ukraine Country and ultimately Police presented the challan before the learned JMIC, Nakodar, against the plaintiff. It is further averred that during the pendency of said case, a compromise was effected between the Kulwinder Singh and defendant No.1 and plaintiff paid the compromise amount to defendants and their family members and ultimately the witnesses of said case, were hostile and vide order dated 03.11.2023, the plaintiff was acquitted from the charges leveled against him by the Court of Ms. Khushdeep Kaur, PCS, JMIC, Nakodar, vide its judgment dated 03.11.2023. It is further averred that even prior to registration of aforesaid FIR, a compromise cum agreement was also executed between the plaintiff and Davinder Singh son of Pippal Singh, Kulwinder Singh son of Puran on dated 20.01.2021, vide which, the plaintiff was agreed to pay Rs.7,00,000/- to both Kulwinder Singh and Davinder Singh but due to unavoidable circumstances, the plaintiff failed to pay the said amount to above said persons, which resulted into lodging of aforesaid FIR. It is further averred that later-on the plaintiff paid the whole amount to defendant No.1 and Kulwinder Singh according to the agreement dated 20.01.2021 and get

the order of acquittal from the Court stated above but a greed has crept in the mind of defendants No.1 and 2 and they want to usurp more money from the plaintiff despite the fact that they have already received the compromise amount from the plaintiff. It is further averred that the defendant No.1 moved false and baseless applications against the plaintiff before the police authority and one of the said applications, is pending before the Police Post Joge Wala, PS Makhu, District Ferozepur and the concerned Incharge of Police Post Joge Wala, called the plaintiff and plaintiff appeared before the said official and disclosed him the entire position, but the defendants No.1 and 2 are still adamant to recover Rs.6/7 Lakh from plaintiff but no such amount is recoverable from the plaintiff. It is further averred that the plaintiff many a times approached the defendants No.1 and 2 and requested them to withdraw the said application/complaint, but to no effect, rather the defendants No.1 and 2 pressurized the plaintiff to pay the said alleged amount to him otherwise he will implicate the plaintiff in false criminal cases with the help of police of defendants No.3 and 4 and they also threatened the plaintiff that they are going to move more complaints against the plaintiff and the defendants No.3 and 4 are also harassing the plaintiff and gave threats the plaintiff either to pay the afore said more amount, otherwise they will

implicate the plaintiff in another FIR. It is further averred that on 15.03.2025, the plaintiff received a message from the defendants No.3 and 4, vide which, the plaintiff was threatened by them and plaintiff was asked pay the aforesaid more amount defendants No.1 and 2, otherwise, they are going to implicate plaintiff in criminal case in near future. Hence, the present suit.

3. Upon notice, defendants No.1 and 2 appeared with their counsel and filed the written statement and reply to stay application, taking preliminary objections that the suit of the plaintiff is not maintainable in the present form; that the plaintiff has no cause of action and locus standi to file the present suit; or that the plaintiff has concealed the true and material facts from this Court and did not come to the Court with clean hands because the plaintiff is doing the business of sending people abroad and the answering defendants are real brothers and Davinder Singh son of defendant No.1 wanted to go Italy for which he along with the answering defendants made contact with the plaintiff and the plaintiff demanded total Rs.10,00,000/- from them to send Davinder Singh to Italy. It is further submitted that the answering defendants paid Rs.3,60,000/- as advance to the plaintiff and it was promised by the plaintiff that he will send Davinder Singh to Italy within short period but thereafter, he failed to send Davinder Singh Italy as

agreed and the answering defendants and Davinder Singh made various requests to the plaintiff to return his money but he postponed the matter on one pretext or the other. It is further submitted that the answering defendants and Davinder Singh convened a panchayat and then with the intervention of panchayat, the plaintiff agreed to repay the entire amount to answering defendants & Davinder Singh and he also repaid amount of Rs.1,80,000/- to answering defendants and promised to repay the balance amount of Rs.1,80,000/- to them within few days. It is further submitted that a panchayati compromise was also executed between the parties on 29.04.2022, which was duly signed by the parties and the amount of Rs.1,80,000/- is due towards the plaintiff and he is legally bound to pay the same to answering defendants. It is further submitted that when the plaintiff totally denied to pay this amount, the defendant No.1 adopted legal process and moved an application before police to recover his legal amount from the plaintiff but to save his above said liability, he has filed this present false suit and the plaintiff also committed a fraud with Kulwinder Singh son of Puran Singh who is nephew of defendant No.1, to send abroad due to which an FIR No.142/2022 U/s 406, 420 IPC and section 13 of the Punjab Travel Professional Regulation Act 2014, PS Lohan against the plaintiff. On merits, it is submitted that the answering defendants have adopted proper legal

process to recover their amount as per law and no pressure was ever made by them upon the plaintiff to pay any illegal amount as alleged. All other material averments of plaint are denied and a prayer for dismissal of the suit is made.

4. Replication not filed. Thereafter, from the pleadings of the parties, the following issues are framed by this court vide order dated 06.10.2025:-

- i. Whether the plaintiff is entitled for the relief of permanent injunction as prayed for? OPP
- ii. Whether the suit of the plaintiff is not maintainable in the present form?OPD
- iii. Whether the plaintiff have no cause of action and locus standi to file the present suit?OPD
- iv. Whether the plaintiff has concealed true and material facts from this Court and did not come to the Court with clean hands?OPD
- v. Relief.

5. In order to prove his case, the plaintiff himself examined as PW1 and Surjit Singh Ex-sarpanch as PW2. Thereafter, the counsel for the plaintiff closed evidence on behalf of the plaintiff vide recording statement separately on dated 27.03.2026.

6. On the other hand, the defendant No.1 himself examined

as DW1 and defendant No.2 himself examined as DW2. Thereafter, the counsel for the appearing defendants closed evidence on behalf of the defendants vide recording statement on dated 21.05.2026.

ARGUMENTS:-

7. The Learned Counsel for the plaintiff has argued that the plaintiff that in the year 2022, the nephew of defendant No.1 namely Kulwinder Singh son of Puran Singh son of Balwant Singh got lodged an FIR bearing No.142 dated 19.10.2022 under Section 406, 420 of IPC and Section 13 Punjab Travel Professional Regulation Act, 2014 against the plaintiff at PS Lohian, District Jalandhar with the allegations that in the year 2021, he alongwith his cousin namely Davinder Singh son Pipal Singh paid Rs.3,50,000/- each to plaintiff for sending them abroad on tourist Visa and lateron they deported by Dubai Country and they also claiming forged and bogus Visa of Ukrain Country and ultimately Police presented the challan before the learned JMIC, Nakodar, against the plaintiff. He has further argued that during the pendency of said case, a compromise was effected between the Kulwinder Singh and defendant No.1 and plaintiff paid the compromise

amount to defendants and their family members and ultimately the witnesses of said case, were hostile and vide order dated 03.11.2023, the plaintiff was acquitted from the charges leveled against him by the Court of Ms. Khushdeep Kaur, PCS, JMJC, Nakodar, vide its judgment dated 03.11.2023. He has further argued that even prior to registration of aforesaid FIR, a compromise cum agreement was also executed between the plaintiff and Davinder Singh son of Pipal Singh, Kulwinder Singh son of Puran on dated 20.01.2021, vide which, the plaintiff was agreed to pay Rs.7,00,000/- to both Kulwinder Singh and Davinder Singh but due to unavoidable circumstances, the plaintiff failed to pay the said amount to above said persons, which resulted into lodging of aforesaid FIR. He has further argued that later-on the plaintiff paid the whole amount to defendant No.1 and Kulwinder Singh according to the agreement dated 20.01.2021 and get the order of acquittal from the Court stated above but a greed has crept in the mind of defendants No.1 and 2 and they want to usurp more money from the plaintiff despite the fact that they have already received the compromise amount from the plaintiff. He has further argued that the defendant No.1 moved false and baseless applications

against the plaintiff before the police authority and one of the said applications, is pending before the Police Post Joge Wala, PS Makhu, District Ferozepur and the concerned Incharge of Police Post Joge Wala, called the plaintiff and plaintiff appeared before the said official and disclosed him the entire position, but the defendants No.1 and 2 are still adamant to recover Rs.6/7 Lakh from plaintiff but no such amount is recoverable from the plaintiff. He has further argued that the plaintiff many a times approached the defendants No.1 and 2 and requested them to withdraw the said application/complaint, but to no effect, rather the defendants No.1 and 2 pressurized the plaintiff to pay the said alleged amount to him otherwise he will implicate the plaintiff in false criminal cases with the help of police of defendants No.3 and 4 and they also threatened the plaintiff that they are going to move more complaints against the plaintiff and the defendants No.3 and 4 are also harassing the plaintiff and gave threats the plaintiff either to pay the aforesaid more amount, otherwise they will implicate the plaintiff in another FIR. Now, the plaintiff prayed for decree to the suit.

8. Thereupon, the Learned Counsel for the appearing defendants has argued that the plaintiff is doing the business of

sending people abroad and the answering defendants are real brothers and Davinder Singh son of defendant No.1 wanted to go Italy for which he along with the answering defendants made contact with the plaintiff and the plaintiff demanded total Rs.10,00,000/- from them to send Davinder Singh to Italy. He has further argued that the answering defendants paid Rs.3,60,000/- as advance to the plaintiff and it was promised by the plaintiff that he will send Davinder Singh to Italy within short period but thereafter, he failed to send Davinder Singh Italy as agreed and the answering defendants and Davinder Singh made various requests to the plaintiff to return his money but he postponed the matter on one pretext or the other. He has further argued that the answering defendants and Davinder Singh convened a panchayat and then with the intervention of panchayat, the plaintiff agreed to repay the entire amount to answering defendants & Davinder Singh and he also repaid amount of Rs.1,80,000/- to answering defendants and promised to repay the balance amount of Rs.1,80,000/- to them within few days. He has further argued that a panchayati compromise was also executed between the parties on 29.04.2022, which was duly signed by the parties and the amount of Rs.1,80,000/- is due towards the plaintiff and he is legally bound to

pay the same to answering defendants. He has further argued that when the plaintiff totally denied to pay this amount, the defendant No.1 adopted legal process and moved an application before police to recover his legal amount from the plaintiff but to save his above said liability, he has filed this present false suit and the plaintiff also committed a fraud with Kulwinder Singh son of Puran Singh who is nephew of defendant No.1, to send abroad due to which an FIR No.142/2022 U/s 406, 420 IPC and section 13 of the Punjab Travel Professional Regulation Act 2014, PS Lohan against the plaintiff. He has further argued that the answering defendants have adopted proper legal process to recover their amount as per law and no pressure was ever made by them upon the plaintiff to pay any illegal amount as alleged. In the end, the Learned counsel for the defendants prayed for dismissal of the present suit.

9. I have heard the Learned counsel for the plaintiff as well as Learned counsel for the appearing defendants and have gone through the case file meticulously with their able assistance. Now having perused the case records and hearing the Learned counsel for both the parties and in light of their arguments, my issue wise discussion and findings are as follows:-

ISSUE No.1:- Whether the plaintiff is entitled for relief of permanent injunction as prayed for?OPP

ISSUE No.2:- Whether suit of the plaintiff is not maintainable?OPD

ISSUE No.4:- Whether the plaintiff has concealed true and material facts from this Court and did not come to the Court with clean hands?OPD

10. These issues are taken up collectively being interlinked with each other and the onus to prove the issue No.1 was upon the plaintiff, however the onus to prove the issue No.2 and issue No.4 was upon the defendants. Now, the plaintiff is seeking relief of permanent injunction restraining the the defendants No.1 and 2 from recovering any alleged amount of Rs.6/7 Lakh from the plaintiff by way of coercive method with the help of defendants No.3 and 4 by detaining the plaintiff in illegal manner in police custody or otherwise, forcibly and illegally, except in due course of law and further restraining the defendants No.1 and 2 from filing the false complaints/application before the police authority wrongly and illegally, on the basis of oral and documentary evidence of all sorts, as fully detailed in the head note of the plaint.

11. In order to prove his case, the plaintiff himself stepped into the witness box as PW1 and has deposed through his affidavit

Ex.PW1/A and reiterated the averments of the plaint, which needs not to be repeated again and again. **When this witness was cross examined, he stated** that there is one more FIR dated 19.10.2022 under Section 406/420 and 13 of Punjab Travel Provisional Regulation Act registered upon him but compromise effected and had done one agreement with Davinder Singh son of Pipal Singh and at that time Pipal Singh had filed complaint against him and then agreement was done forcibly because he signed on blank papers. He further stated that he sold his mint crop in the factory of Bohar Singh but he did not receive any bill or receipt because that factory is old one and closed in the year 2018.

12. Thereafter, the plaintiff examined ex-sarpanch Surjit Singh as **PW2**, who deposed through his duly sworn affidavit Ex.PW2/A and deposed on the same lines as that of PW1 and corroborated the version of the plaintiff. **When this witness was cross examined, he stated** that there is one more FIR registered against plaintiff Jaspal Singh in the Lohiyan Police Station but he did not know under which Sections and he did not know whether Jaspal Singh had done any agreement with Davinder Singh. He further stated that ASI Sukhbir Singh had called him in the police

station Joge Wala through phone call because Pipal Singh and Bohar Singh had filed a complaint in the police station Joge Wala against Jaspal Singh and he did not know the facts of the case.

13. On the other hand, the defendant No.1 himself stepped into the witness box as **DW1** and has deposed through his affidavit Ex.DW1/A and reiterated the averments of the written statement, which needs not to be repeated again and again. **When this witness was cross examined, he stated** that he is employee in Punjab Police since last 36 years and performing his duty as Gunman with DIG Hardial Singh Maan and Davinder Singh is his son, who is at presently living in abroad and he knew Jaspal Singh approximately since six years. He further stated that he knew the contents of his affidavit Ex.DW1/A and Jaspal Singh himself told that he is doing work to sent the persons abroad but he did not remember the date when the deal was fixed with Jaspal Singh and he paid Rs.3,50,000/- to Jaspal Singh in cash after taking from his Punjab and Sind Bank account. He further stated that his brother Puran Singh also paid Rs.350,000/- to Jaspal Singh and his brother registered an FIR against Jaspal Singh but he did not know whether his brother paid the amount to Jaspal Singh in cash or not and

Kulwinder Singh is his nephew and dealing with Jaspal Singh was fixed to sent abroad to his son and his nephew and FIR No.142/2022 was registered by Kulwinder Singh son of Puran Singh. He further stated that no written agreement was executed while paying amount of Rs.3,50,000/- to Jaspal Singh and payment of Rs.2,00,000/- was paid to Jaspal Singh at his home and amount of Rs.1,50,000/- was paid by his at the house of Jaspal Singh and amount was paid in the presence of his brother Bohar Singh but he cannot tell the exact date when he paid the money. He further deposed that he did not take any action against Jaspal Singh when he failed to sent his son to abroad and it is mentioned in his affidavit that he paid Rs.3,60,000/-to Jaspal Singh and he had only returned Rs.1,80,000/- to him but he did not verify from someone that he is a legal agent or not and Davinder Singh and Kulwinder Singh returned from Dubai.

14. Thereafter, the defendant No.2 himself stepped into the witness box as **DW2** and has deposed through his affidavit Ex.DW2/A and reiterated the averments of the written statement, which needs not to be repeated again and again. **When this witness was cross examined, he stated** that they are six brothers and three

sisters and Pipal Singh is his elder brother, who is police official and he is on servicing with Hardial Singh Maan DIG of Punjab. He further stated that Pipal Singh have two sons and namely Sukhchain Singh and Davinder Singh and he knew about Jaspal Singh from the last 2/3 years, who is doing business as agent but he cannot tell by which way, the amount was given to the plaintiff. He further stated that they gave passport to the plaintiff for getting visa of two persons and he has filed case only to take Rs.3,60,000/- from the plaintiff and compromise deed dated 20.01.2021 Annexure-A is bearing his signatures.

15. In the present case, the plaintiff has failed to adduce on the record any reliable and cogent evidence to prove the contents mentioned in the plaint.

Actori incumbit onus probandi:- “The burden of proof is on the plaintiff”:- in a legal case, the responsibility to provide evidence and prove their case lies with the person, who initiates the lawsuit (plaintiff).

16. Pleadings are not gospel truth and one who asserts has to prove his case and the plaintiff in this case has failed to prove his case and no relief is granted in favour of the plaintiff.

Burden of proof lies upon a person who has to prove the fact and which never shifts. Onus to proof shifts, such a shifting of onus is a continuous process in the evaluation of evidence and the question of onus of proof has greater force, where the question is which party is to begin. Ordinarily the burden of proof would be on the party who asserts the affirmative of the issue and not the party who denies it.

17. *Now, before proceedings further, lets discuss the concept of* Section 41 deals with the cases wherein injunction cannot be granted. **Section 41(H)** is very clear which reads as follows:

“When equally efficacious relief can certainly be obtained by any other usual mode of proceeding except in case of breach of trust.”

Injunction when refused; An injunction cannot be granted:-

- (a) to restrain any person from prosecuting a judicial proceeding pending at the institution of the suit in which the injunction is sought, unless such restraint is necessary to prevent a multiplicity of proceedings;***
- (b) to restrain any person from instituting or prosecuting any proceeding in a court not subordinate to that from which the***

injunction is sought;

- (c) to restrain any person from applying to any legislative body;*
- (d) to restrain any person from instituting or prosecuting any proceeding in a criminal matter;*
- (e) to prevent the breach of a contract the performance of which would not be specifically enforced;*
- (f) to prevent, on the ground of nuisance, an act of which it is not reasonably clear that it will be nuisance;*
- (g) to prevent a continuing breach in which the plaintiff has acquiesced;*
- (h) when equally efficacious relief can certainly be obtained by any other usual mode of proceeding except in case of breach of trust;*
- (ha) if it would impede or delay the progress or completion of any infrastructure project or interfere with the continued provision of relevant facility related thereto or services being the subject matter of such project.*
- (i) when the conduct of the plaintiff or his agents has been such as to disentitle him to be the assistance of the court;*
- (j) When the plaintiff has no personal interest in the matter.*

The factual aspect of the present case does not warrant any

reiteration.

18. Both the parties have argued in the lines of their respective pleadings, which also requires no repetition.

After hearing the rival submissions and going through the record very carefully, this Court finds “*no*” merits in the present suit.

19. Further more, the defendants submitted in their written statement that the plaintiff is doing the business of sending people abroad, so the defendants made contact with the plaintiff, who demanded total Rs.10,00,000/- from them to send Davinder Singh to Italy, out of which the defendants paid Rs.3,60,000/- to the plaintiff, who promised that he will send Davinder Singh to Italy within short period. Further, the defendants submitted that the plaintiff failed to send Davinder Singh Italy as agreed, so the defendants and Davinder Singh made various requests to the plaintiff to return his money but he postponed the matter on one pretext or the other, however with the intervention of panchayat, as per compromise dated 29.04.2022, the plaintiff agreed to repay the entire amount to the defendants & Davinder Singh and he also paid amount of Rs.1,80,000/- to the defendants and promised to pay the balance amount of Rs.1,80,000/- to them within few days, so the plaintiff was legally bound to pay the

balance amount to the defendants. Further, the defendants submitted that when the plaintiff totally denied to pay this amount, the defendant No.1 adopted legal process and moved an application before police to recover his legal amount from the plaintiff but to save his above said liability, the plaintiff has filed this present false suit against the defendants. Infact, perusal of the file shows that there is one FIR No.142/2022 under Section 406/420 IPC and Section 13 of Punjab Travel Professional Regulation Act 2014 of Police Station Lohiyan, was registered against the plaintiff Jaspal Singh because he had committed fraud with Kulwinder Singh son of Puran Singh, who is nephew of defendant No.1 Pipal Singh, so the suit of the plaintiff is not maintainable because the plaintiff has concealed true and material facts from this Court. However, the plaintiff Jaspal Singh failed to rebut these submissions of the defendants. So, the case of the plaintiff is not maintainable at this stage.

20. Further more, in legal terms, the **“maintainability of a suit”** refers to whether a lawsuit is legally valid and can proceed to trial, meaning it meets all necessary legal and procedural requirements, such as proper jurisdiction, standing, and compliance with rules of procedure.”

Here's a more detailed explanation: What it means: a suit is considered **"maintainable"** if it can be legally heard and adjudicated by a court. Factors affecting maintainability:-

- **Cause of action:-** The plaintiff must have a valid reason for filing the suit.
- **Jurisdiction:-** The court must have the authority to hear case.
- **Standing:-** Plaintiff must have the legal right to bring the suit.
- **Limitation Period:-** The suit must be filed within the prescribed time limit.
- **Procedural compliance:-** All necessary procedural steps must be followed.

Consequences of non-maintainability:- if a suit is deemed non maintainable, it may be rejected or dismissed, preventing it from proceeding to trial.

Importance:- ensuring maintainability helps to prevent frivolous or legally untenable claims from burdening the court system and ensures that only valid cases proceed to trial.

21. Further more, **SECUNDUM ALLEGATA ET PROBATE;** Mohd. Kamran V. State of Uttar Pradesh 2024 INSC

554; wherein, it is held that:- the court will arrive at its decision on

the basis of claims and proof led by the parties. It is tripe that the court cannot traverse beyond the pleadings and make out a case which was never pleaded, the pleadings on record. Law is, again, well settled that when a point is not traceable in the pleas set out either in a plaint or a written statement, findings rendered on such point by the Court will be unsustainable as that would amount to an altogether new case being made out for the party.

22. To my mind, in view of the attending circumstances on record, it can be easily inferred that the plaintiff in this case, has failed to prove his case by leading cogent and convincing evidence and as a necessary consequence of the same, it is thus, I hereby opine that the same is not entitled to any relief, whatsoever, as prayed for by him in the body of his plaint. *In consequentia*, issue No.1, 2 and 4 are hereby decided in favour of the defendants and against the plaintiff.

ISSUE No.3:- Whether the plaintiff has no cause of action and locus standi to file the present suit?OPD

23. Onus to prove this issue was upon the answering defendants. However, during course of the arguments, the learned counsel for the answering defendants has not pressed this issue. Therefore, issue No.3 is disposed off in the favour of the plaintiff and against the defendants,

being not pressed.

Relief :

24. In view of what has been discussed above, the suit of plaintiff fails and is hereby **dismissed** with costs. Decree sheet be prepared. File be consigned to the Judicial Record Room, Zira after due compliance.

Pronounced in open court:

Dated: **05.08.2026**

Manju, Stenographer-II

(Gurpreet Kaur), PCS
Civil Judge (Junior Division),
Zira/UID No. PB0471.

Note:Dictated directly on computer.