12847



FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference

: MAN/00DA/LSC/2017/0098

Property

West Point, Wellington Street,

Leeds, LS1 4JL

Applicant

West Point Leeds Management

Company Limited

Representative

J B Leitch

Respondent

Various Leaseholders per Annex A

Representative

In person

Type of Application

Section 27A Landlord and Tenant

Act 1985 - Service charges

Tribunal Members

Judge J. Oliver

P. Mountain

Date of Determination:

26th April 2018

Date of Decision

4th June 2018

Decision Issued

18th June 2018

DECISION

© Crown Copyright 2018

Determination

- The cost of the installation of a leak detection system at the Property, West Point Wellington Street, Leeds is a service charge cost payable by the Respondents.
- 2. The cost of installation, in the sum of £152,800 is reasonable.
- 3. No order is made pursuant to Section 20C of the Landlord and Tenant Act 1985.

Reasons

Introduction

- 4. This is an application by West Point Leeds Management Company Limited ("the Applicant") for a determination whether service charges for 2018 in respect of West Point, Wellington Street, Leeds ("the Property") are payable and reasonable, pursuant to Section 27A of the Landlord & Tenant Act 1985 ("the 1985 Act"). The only issue for determination is the cost of the installation of a leak detection system at the Property.
- 5. The Respondents to the application are the Leaseholders of the Property of which there are 381 ("the Respondents").
- 6. The Tribunal issued directions in respect of the application on 25th January providing for the filing of statements and for the matter to be dealt with, without either an inspection of the Property, or a hearing, unless it was considered this was necessary at a later stage.
- 7. The application was listed for determination on 16th April 2018 without either an inspection or hearing.

The Lease

- 8. The Applicant is the Landlord and head leaseholder of the Property pursuant to a lease dated 24th August 2005 and made between West Point Leeds Limited (1) the Applicant (2) for a term of 999 years (less one day) from 1st January 2005 ("the Head Lease").
- 9. The Freeholder of the Property is West Point Leeds Limited.
- 10. The 381 apartments within the Property, are all held under long leases and upon similar terms. The Tribunal was provided with a sample of the Lease ("the Lease") relating to Apartment 1, Capital Quarter, 29 Wellington Street, Leeds.
- 11. There are a number of different types of apartments within the Property. Accordingly the contribution of each of them to the service charge varies, dependent upon the type and size of the apartment. The Tribunal was provided with a schedule of the various levels of contribution.

12. The Lease provides for each of the Respondents to pay a service charge, described as a "Tenant's Proportion" as additional rent. Clause 1.1 describes this as a:

fair and proper proportion of the Expenditure (as defined in Schedule 4) as the Landlord may from time to time in its reasonable discretion determine to be fair and reasonablePROVIDED THAT the Landlord shall have the right acting in the interests of good management to make fair and reasonable allowances in such calculation for the differences in the insurance of or the repairs, services and facilities provided or supplied to any person in the Building or on the Estate or adopt such other method of calculation of the Tenants Proportion as is fair and reasonable in the circumstances".

13. Part A of Schedule 4 provides for the definition of the Services, Expenditure, Surveyor and Account Year. Part C of the same Schedule provides for the cost of insurance within the services provided. Part E, Schedule 4 includes the General Costs forming part of the Tenants Proportion to include the following at paragraph 8.14:

"Providing, inspecting, maintaining, repairing and renewing any other equipment and providing any other service or facility which in the opinion of the Landlord is reasonable to provide". Part E, paragraph 8.14. includes within the General costs "All other reasonable and proper expenses (if any) incurred by the Landlord in and about the maintenance and proper and convenient management and running of the Estate including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Buildings or any part of the Estate except and so far as the cost thereof is recoverable under any Insurance Policy for the time being enforced or from a third party is or who may be liable thereafter".

14. Schedule 3, paragraph 4.1 of the Head Lease contains a covenant by the

Applicant with the Freeholder to:

"Not to do anything which invalidates any insurance policy in respect of the Property and to comply with the requirements and reasonable recommendations of the insurers and the fire authority in relation to the Property".

The Issues

15. In the Applicant's First Statement to the Tribunal ("the First Statement"), it stated the insurer of the Property, Aviva Plc proposed to significantly increase both the insurance premium and excess payable for each claim for the year 1st January to 31st December 2018. This was due to the number of claims that had been made for burst water tanks within individual apartments within the Property. In order for the insurer to maintain a reasonable premium it requested the Applicant to take steps to detect the leaks at an earlier stage, thereby reducing the damage and the cost of any claim.

- 16. The Applicant therefore "proposes to install a leak detection device with a shut off valve to the pipework to each apartment at the [Property] that will allow the water to be switched off in the event of a burst water tank".
- 17. The issue for determination is therefore the reasonableness and payability of the costs of the installation of the detection system.

The Law

18. Section 27A(1) of the 1985 Act provides:

An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to-

- (a) the person by whom it is payable,
- (b) the person to whom it is payable,
- (c) the amount which is payable,
- (d) the date at or by which it is payable, and
- (e) the manner in which it is payable.
- 19. The Tribunal has jurisdiction to make a determination under section 27A of the 1985 Act whether or not any payment has been made.
 - 18. The meaning of the expression "service charge" is set out in section 18(1) of the 1985 Act. It means:

... an amount payable by a tenant of a dwelling as part of or in addition to the rent—

- (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements, or insurance or the landlord's costs of management, and
- (b) the whole or part of which varies or may vary according to the relevant costs.
- 20. In making any determination under section 27A, the Tribunal must have regard to section 19 of the 1985 Act, subsection (1) of which provides:

Relevant costs shall be taken into account in determining the amount of a service charge payable for a period-

(a) only to the extent that they are reasonably incurred,

and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

21. "Relevant costs" are defined for these purposes by section 18(2) of the 1985 Act as:

the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable 22. Section 20C of the 1985 Act provides that a tenant may apply for an order that any costs incurred by a landlord in connection with proceedings before a First-tier tribunal are not to be regarded as relevant costs when determining the service charge. If such an order is made the Landlord cannot recover those costs within the service charge.

Submissions

- 23. The Applicant advised there has been an issue with the hot water tanks within the individual apartments at the Property, mainly caused by a lack of maintenance. This had caused the lifespan of the tanks to shorten and as a result there had been a number of burst tanks and subsequent water damage. The Applicant provided the Tribunal with a history of claims made over a period of 10 years. The value of all claims in 2007/08, amounted to £6759.12, increasing to the sum of £240,569 in 2016/17. The number of claims between 2010 and 2016 from water escape equated to 51% of the claims, amounting to £278,109. The insurance premiums for the period rose from £65846.69, in 2012 to £120,000 in 2016.
- 24. The Applicant's insurance broker negotiated with Aviva for 2018 and was advised that the excess for each claim would rise from the current amount of £350 to £500. The excess at this level would also increase the premium to £474,053 plus insurance tax. The premium would fall, if the excess was increased. A sliding scale was given but if the excess was increased to £5000 per claim, the premium would reduce to £252,730 plus insurance tax.
- 25. Aviva advised the Applicant that if a leak detection system was installed this would result in a lower excess and premium. Aviva recommended two alternative systems, either Leaksafe or Waterguard Services Ltd ("Waterguard").
- 26. If a leak detection system was installed and the Applicant took action against any Respondent who has failed to maintain or replace their water tank, Aviva advised a revised premium would be either £200,000 plus 12% tax, assuming all 381 apartments were fitted with the leak detection system or if no leak detection system was installed the premium would be £425,000 plus 12% tax.
- 27. The Applicant set out Aviva's alternatives should a suitable detection system be installed. Option 1 was an excess of £1500 for any apartment suffering water damage. Option 2 was a reduced excess of £500 conditional upon the boiler in the apartment having been installed within the previous 3 years and been serviced annually or the boiler having a maximum capacity of 20 litres, no expansion tank and had been serviced in accordance with the manufacturer's guidelines. The Applicant advised the difference between the two options would give rise to an additional charge of £661 per apartment, this being significantly higher than the cost of installing a suitable detection system.
- 28. The Applicant further advised their broker had gone to the market to obtain alternative quotes. The Tribunal was advised of 24 alternative companies all of which had either declined the cover, failed to respond to the enquiry or were more expensive than Aviva.

- 29. The Applicant advised that of the two systems suggested by Aviva, Leaksafe required the installation of a mechanism within each individual apartment and thus was not suitable since it would then be the responsibility of the individual Respondent over which the Applicant would have no control. It would therefore not satisfy the insurer's requirements. Aviva had stipulated a system covering all apartments. Waterguard's system is external to the individual apartments and can be fitted to pipework accessed from the common parts of the Property. The Applicant therefore preferred Waterguard's system.
- 30. In their First Statement the Applicant proposed that the cost be equally spread across all apartments in the sum of £270 (inclusive of VAT) plus the cost of installation. It confirmed it had commenced the consultation process as required by Section 20 of the 1985 Act.
- 31. The Applicant submitted two further statements, one in response to objections received from Respondents to the application and the other advised the Tribunal of the outcome of the Section 20 consultation. The Applicant intended to instruct Gough and Kelly to undertake the necessary work upon the basis they had provided the most competitive quote in the sum of £152,800. The Applicant also submitted that an equal spread of the cost between the apartments would not be appropriate. The cost forms part of the Service Charge and should therefore be apportioned proportionately, in accordance with all the other elements of the charge.
- 32. Four Respondents filed a statement in reply. The first stated there should be no liability when the original product was defective and had not been maintained by the Landlord. The second objection was that there was no defective heater in his apartment; it was not the OSO heater that was the cause of the problems and it was therefore unreasonable for any remedial work to be undertaken. The third objection was that the costs were higher than other developments in Leeds and the cost of the water cut off valves was excessive. Further, an administration charge of £60 was disputed. An application was made for an order pursuant to Section 20C of the 1985 Act. The final objection was that the cost of the detection system should be charged equally amongst the Respondents and not proportionally as part of the service charge. This was upon the basis the document showing a breakdown of cost did not demonstrate the cost was higher, dependent upon the size of the apartment.
- 33. In response, the Applicant submitted that Aviva required all the apartments to be fitted with a detection system in order to reduce the premium and consequently the fact that some apartments did not have OSO heaters would make no difference to the insurer's requirements. Whilst one Respondent had objected to the proposed cost no other evidence had been put forward to suggest any alternative cost. The Applicant advised that the disputed administration charge had been removed. It did not agree that an order should be made pursuant to Section 20C on the basis the application to the Tribunal was reasonable.

Determination

- 34. The Tribunal considered the Applicant's submissions and determined the proposed work to be necessary. It was clear from the evidence before it that if a water detection system was not installed there would be a greater increase in the insurance premium. Whether the system was installed or not, the premium was going to be significantly higher than in previous years. The Tribunal noted that if no system was installed Aviva had advised the insurance premium would be £425,000 (excluding tax) against £200,000 (excluding tax) if one was installed. The difference in one year would be £225,000, an amount exceeding the cost of the installation of the system in the sum of £152,800. This would only be in one year but it seemed inevitable the benefit would continue in future years by the continued reduction of the insurance premium. Further, the Tribunal noted the installation of the leak detection system to be in accordance with the terms of the Lease and with the Applicant's covenant with the Freeholder not to do anything to invalidate any insurance policy as referred to in paragraph 14 above.
- 35. The Applicant had undertaken the consultation process as required by Section 20 of the 1985 Act, had identified a suitable contractor to install the detection system and had provided the cost per apartment. There was no evidence to suggest this had not been carried out correctly, nor that the choice of contractor was unreasonable. Whilst one Respondent had objected to the cost of the installation, no alternative costs had been provided to enable the Tribunal to consider the same. This Respondent would have had the opportunity to make any observations within the Section 20 consultation.
- 36. The Tribunal determined that the cost of the work should form part of the service charge, in accordance with the Lease. Paragraph 8.14 of Schedule 4, provides for the Applicant to undertake any necessary work to include "maintenance and proper convenient management and running of the Estaterectifying or making good any inherent defect in the Building". The Applicant's decision to put in place measures that would prevent a substantial increase in the Insurance premium must be part of the "proper" management of the Property.
- 37. The Applicant had confirmed the costs were to be apportioned in accordance with the service charge and not an equal basis, as originally suggested. The costs would therefore vary from approximately £130 to £975, dependent upon the size of the apartment. Having determined the installation costs form part of the service charge, the Tribunal considered the Applicant's decision to apportion the installation costs and the objection received from one Respondent in respect of this. The Tribunal determined the purpose of the leak detection system was to ensure the insurance premium would be reduced. All the Respondents would benefit from any resulting reduction on a proportionate basis, given it was a service charge cost. It was therefore reasonable that this cost should also be charged proportionately and in accordance with other service charge costs.

- 38. The Tribunal thereafter considered the Respondents' remaining objections. It noted the issue of the administration charge had been resolved. In any event, there was no application before the Tribunal to enable it deal with this issue. It noted the objection that the original water tanks had been faulty and it was for the Landlord to refer the matter to the manufacturer. There was no evidence provided to show the tanks were defective; only that they failed, if not adequately maintained. The water tanks form part of the demised premises and not the common parts and therefore remain the responsibility of the individual Respondents. Consequently, this argument cannot succeed.
- 39. The Tribunal considered the Application for an order pursuant to Section 20C of the 1985 Act. It was said by one Respondent she had paid the service charge, paid for the replacement water valve and had replaced the boiler in the apartment. It would therefore be unfair for her to be liable for the further costs of the Tribunal. The Tribunal noted this, but had to consider whether it had been unreasonable for the Applicant to pursue the matter before the Tribunal and did not consider that it had. The application had been properly brought and had been successful. Accordingly, there would be no order made pursuant to Section 20C.

J.E. Oliver 4th June 2018

Annex A

<u>List of Leaseholders</u>

Name	
Mr D Latto	Mr Mohammed Arfan
Mr Houri Bayatinia	Mr G A Kearl
Mr J P Shoesmith & Mrs C L Shoesmith	The Estate of Mr E J Abboudi
Mrs Farzaneh	Ms Maria Paul
Ms H Hossain	Mr P J Ogden & Ms D E Ogden
Mr B A Ejaz	Mr J M Sanderson & Mrs M Sanderson
West Point Leeds Management Co. Ltd	Mr M Penny
Mr Paul D Buckley	Mr Philip John Calpin
Ms Lopa Das	Mr Ali Nowroozi
Excelsior Living Limited	Mr Jiahao Chen
Mr T Gilmartin	Mr R P Wood & Mr J A Wood
Mr & Mrs Bradley	Mr D A Brennan & Miss B J Illingworth
Ms Adele Sumner	Hollie Jayne Dixon
Mr & Mrs Ruane	Mr Martin Cadman
Mr A J Burgess	Mr Paul D Buckley
Mr P Madden & Mrs K S Madden	Ms A Ford
Mr D Latto	Mr R Neagle
Mr R Pibiri	Mr F Postorino & Ms E Falcioni
Mr & Mrs Rajeswaran	Mr J H Shoesmith
Mr Asif Khan	Mr D A Twitchell
Mr J Beaman	S&C Kolare Comment (Comment
Mr John & Ms Maureen Sanderson	Excelsior Living Ltd
Mr Shakeel Ahmed	S & C Kolare
Mrs T B Cremin	Mr P J McDonnell
Rahimi	Ms Sonali Adnaik
Mr P Madden	Mr M Mirza
Mr Andrew James Ingham	Mr M Powell & Mrs S Powell
Ms D Webb	Craig D Harrison & Amanda J Harrison
Mr M J McSeveny & Mrs K L McSeveny	Mrs J Tramaseur
Mr P Dalgleish	Mr K Andonissamy
Mr & Mrs Finch	Ms Maria Catarina Marlene De Souza
Ms A Wayne	Harshvadan Patel & Bhairavi Patel
Ms M Emsley	Mrs Asad & Mr Syed
Mr Maurice James Gough	Mr Clarke
Mr Asdayaridaryan	SDG Caledonia (Residential) Ltd
Nathan Andrew Bentley	Mr & Mrs Patel
Mr C D Boyle	Mr H Gill
Mr R J Moriarty & Miss A J Newby	Mr M S Morren
Dr Surya Subedi	Mr P Thwaite
Mr A Isaac	Mr C Adams & Mrs J Adams
Ms L H Rider	Mr I & Mrs J Greenfeld
Ms Ella Louise Livingstone	Kanika Banga

Mr & Mrs Patel	Mr P Dalgleish
Mr N Sangster	Mrs O'Neill
Mr A J Lamb	Mr P G & Mrs K F Bedford
Mr Khokar & Mr Mumtaz	Mr P Josephides
Mr & Mrs Kearl	Mr John Griffiths & Mrs Joanne Griffiths
Mr S McPhail	Mrs E Daw
Mr O Rossington	Mr Nicholas Ogden
Mr P S Purewal & Mr A Purewal	Mr Sebastian Peter Mysko
Mr S McPhail	Mr S M Gilbody & Ms C J Bleakley
	Messrs Lewis & Andrew Crowther
Ms O'Hara & Mr Singh Mr J Bhatoa	Kehinde Nuraeni Bakare
Mr M H H A Dariany	Mr R Schoelzel & Mr RJ Schoelzel
Ms J Sangha	Ms J A Edwards & Mr P A Collins
	Ms Janet Marchbank
Ms Arabella Legard & Ms Sophie Brown West Point Leeds Limited	Ms JC Smith & Mr DJ Smith
Mr JH Watt & Ms NJ Watt	Mr Karl Mincher
Mr JH Watt & Ms NJ Watt Mr Mohammad Nikkar Esfahani	Claudia Jane Rogers
Dr J L & Mrs S L Aggarwal & Dr N Grover	Matthew & Anna Jane Littlecott
J L Aggarwal, S L Aggarwal & N Grover	Mr H Darian
	Mr Jason Martin Davy
Mr P J Ogden Mr Mark Richardson	Ms Lesley Gilbart-Smith
Mr A G Carter & Mrs P M Carter	Mr Nicholas Hopkinson
Mr J Boothroyd	Bina Raval
Ms F Broughton	Mr Brian R Pereira
Mr Muhammad Ashraf	Mr Harvey L Harris & Mrs Lisa A Harris
Mr Ahmed Khalil Al-Ani & Ms Aisha Al-Salam	Mr M A Nesbitt
Mr & Mrs Rossington	Ms Kelly Rose Cumberland
Ms V Rossington	Preeti Savani & Ramesh Patel
Mr O Rossington	Mr Mohammad Jumah
Mr Gerrard Kelly	Mr Stephen Ilett
Mr J L Lanigan	Dr H S Tamana
Mr & Mrs Luscombe	Ms F Broughton
Mr Edward John McGillycuddy	Mr B Kennedy & Miss C Holloway
Mr & Mrs Harris	Mr Paul Crabb & Ms Lynn Crabb
Ms Georgina Clark	Ms Nilam Naznin
R & D Patel	Mr Rashpal Kaur Gakhal
Mr & Mrs Parekh	Mr SP Clarke & Mr DM Clarke
Mehak Chaudhry	D Guan & Y Li
Mr P Josephides	Mr M Mercer
Mr Patel	Ms M Senso
Santilal	Mrs SR Prabhu & Mr MR Prabhu
Mr S Foster	Mr Jonathon Rapley
Mr S Mountford & Ms L Mountford	Ms J E Murphy
Tariq Dibswazit	Mr Chi Hou Chan
Mr & Mrs Smith	Mr P Brook & Ms C Brook
Mr Cooper & Miss Tyson	Mr Andrew Whitwam
Mr & Mrs Ruane	Ms Susan Judith Belkin
THE WIND SHALLO	1 Dubuit Guardi Dollaria

I'- V J Mai Di
Jie Xu and Mei Ding
Mr Leo Guckian
John William Galloway
Mr Ellerbeck
Waseem Ahmed Afsar
Mr Daniel Smith
Orestis Botsis
Mr Donal Barry
Mr Abhay Kumar Das
Mr Keith Smith & Mrs Elizabeth C Smith
Sarah Rawson
Benjamin Martin Ronald Cawood
Oaklands Leeds Properties Ltd
Mr Daniel Cohen
Mr M Weightman
Sharon Robinson
Mr S J Bell
Mr E E A Alhamar
Mr M J Kellett & Miss C McManus
Madeleine Patricia Powers
Ms Renukaben Vinod Patel
Mr Keith Smith & Mrs Elizabeth C Smith
Mr Jimal Solanki
Abhinav Pandey & Shweta Pandey
Ms G M Pennington
Mr Michael Von Pokrzywnicki
Ms Georgina McAllister
Ms Marlene Maria Catarina Dolwani
M & AJ Littlecott
Mr Qureshi
Mr Milan Patel
Mr J D Wilson & Mrs A E Wilson
Mr Adrian John Harry
Mr Paul & Mrs Jayne Johnston
Mr P J McDonnell
Mr L P Saunders
Mr Gerrard Kelly
Giten Dabhi
Mr J Clough
Mr B S Ubhi
M & AJ Littlecott
Mr Hugh Hall & Mrs Barbara Hall
Mr Dave Buckley
Mr Priest
D, P & P Thakerar
Ms Jacinta Barry

Mr L Joseph & Mrs L Joseph	Mr A C Harris and Mrs C V Harris
S K Chan	Harinder Kaur Notay & Mark Paul McKenzie
D, P & T Thakerar	Mr Philip Charlton & Ms Mary Charlton
Mr E Pinkney	Mr Marc Watson
Mr Peter Kubat	Mr Martin Penny
Mr D F D Smith	Dr S & Dr D S Herath Navarante
Mr M Whitfield	Mr Parladh and Mr Amolak S Gosal
Mr P Meade & Mrs S Meade	Mr J A S Buckell
Richard John Welford	Mr J J Ingram & Mr S R Ingram
M & AJ Littlecott	Mr Jason Davy & Mr Rowland Lythcott
Ms A Zakharova	Mr Jason Davy
Mr G Dickson & Mr P Tester	Mr Mohammad Nikkar Esfahani
Mr A V French	David G Hughes & Alexandra M Hughes
Ms Y Chen	Blessing Chamapiwa
Mrs Hang San Wong	Mr Graham Davy
Jonicat Limited	Mr C Adams & Mrs J Adams
Peter J O'Donovan	Independant Trustee Co. Ltd
Rohini Aggarwal	Mr T Alexander & Ms H Alexander
Zowya Azhar & Hira Azhar	Mr N Burrows & Mrs L Burrows
Mr Kenneth Donnelly	Mr M Littlecott & Mrs A J Littlecott
Mr Habib Rahimi	Ms Catherine Fountain
KK Pandya	Mr Zhe Ma & Mrs Qing Qing Wang
Mr Michael Crean	Mr A R Effendi & Mrs N Effendi
Independent Trustee Co. Ltd	M R Hassani & A Dariany & Diane
Mr J R Davis & Mrs R J Davis	Mr L T Winfield & Miss S C Swan
Mr Paul Coghlan	Mr Jose Maria Navarro Acedo
A & S Aggarwal	Seyed M Seyed-Jalali & Narges Seyed-Jalali
Mr T W Arnott	Adam, IIyas, Mohammed & Rafi Maumoniat
Mrs Judith Leonard	Perminder Singh Sidhu & Rita Rani Sidhu
Miss M I Kaur	Shaileshkumar Zaverchand Shah & Aruna Shah
Mr A A A Boodai	Matias Brufman Balestieri & Lucia Susin Tomas
Mr TA Mansell	Dilip Khushalbhai Chauhan & Urmila Chauhan
JD & SA Cooper	Mr D Gouldbourne & Mrs P J Gouldbourne
Mr Paul Coghlan	Mr GB Patel & Mrs D Patel
Mr C S Craven	Cornelis Kees Van Der Wiele & Emma Astrid Qui
Mr M A Appleby	Amir Yahya Nooralahiyan & Fiona Dorothy
Andrew Peake	Mr Mohammed Saleh & Mr Najat Alfaresi
Mr J P Fletcher	Dr Z, Dr R & Dr D Lutchmeah
Mr Francis Quinlan	Mr P Duggan & Mr D Duggan
Mr Francis Quinlan	Mr P McCabe & Ms B McCabe
M & AJ Littlecott	Everatt Properties Limited
Mr Niwaz	Yonder Investments Limited
Mrs Y S Chui	Mrs Qing Qing Wang
NA & S Molvi	Mr Stuart King
Deva Singh Lall	