IN THE INCOME TAX APPELLATE TRIBUNAL "C" BENCH : KOLKATA

[Before Hon'ble Sri N.V.Vasudevan, JM & Dr.A.L.Saini, AM]

I.T.A No. 552/Kol/2017

Assessment Year : 2012-13

D.I.C.India Ltd. Kolkata [PAN : AABCC 0703C]	-vs.-	D.C.I.T., Circle-10 (1) Kolkata
(Appellant)		(Respondent)

For the Appellant : Shri Akkal Dudhwewala, C.A.(AR)
For the Respondent : Shri G.Mallikarjuna, CIT, (DR)

Date of Hearing : 07.02.2018.
Date of Pronouncement : 14.02.2018

ORDER

Per N.V.Vasudevan, JM

This is an appeal by the Assessee against the order dated 31.01.2017 of D.C.I.T.,Circle-10 (1), Kolkata passed u/s 144C r.w.s. 143(3) of the Income Tax Act, 1961 (Act.) for A.Y.2012-13.

2. Ground no.1 and 2 raised by the assessee reads as follows :-

"1. For that on the facts and in the circumstances of the case and in law, the Hon'ble DRP was unjustified in upholding the disallowance of bad debts to the extent of Rs.3,34,330/-.

2. For that on the facts and in the circumstances of the case and in law, the Hon'ble DRP as well as the Id. AO failed to appreciate that the sale tax component of Rs.3,34,330/- inter alia included in the sundry debtors written off to the P&L A/c, was in the nature of 'trade debt' and hence allowable as deduction from the profits of the business. "

3. The Assessee is a company engaged in the business of manufacturing, trading and selling of printing ink, industrial adhesives and other allied products. While computing income from business, the assessee claimed deduction of a sum of Rs.1,45,55,609/- on account of bad debts. It is not in dispute that bad debts were

written off in the books of accounts of the assessee and that the Assessee was entitled to claim deduction in respect of bad debts written off u/s 36(1) (vii) of the Act. The dispute raised by the AO was that the bad debts written off comprised of component of sales tax of Rs.3,34,330/-. The AO was of the view that the sales tax component of the bad debts written off cannot be allowed as deduction as bad debts written off because it was not a debt arising from the trading transaction between the Assessee and its customer. Rather it was a liability of the customer to pay sales tax to the Government. According to the AO the sales tax component should not be allowed as deduction because the sales tax component was not credited as part of the sales when sale was recorded by the assessee in his books of accounts. The AO also was of the view that sales tax could be allowed as deduction only on payment basis in view of the provision of section 43B of the Act. For the above reasons the AO disallowed the claim of deduction on account of bad debts to the extent of Rs.3,34,330/- .

4. On objection by the assessee on the aforesaid addition before Disputes resolution Panel (DRP), the DRP confirmed the order of the AO. Hence the assessee raised ground no. 1 and 2 before the tribunal.

5. The ld. Counsel for the assessee submitted before us that sales tax is part of the trading or business receipts of the assessee and in this regard drew our attention to the decision of the Hon'ble Supreme court in the case of Chowringhee Sales Bureau P. Ltd. vs CIT 87 ITR 542 (SC). It was held by the Hon'ble Supreme Court that sales tax collected is part of the trading receipt of an assessee. The ld. Counsel also brought to our notice that sales tax charged in the invoice is routed through profit and loss account and therefore a trade receipt and writing off such amount should be considered as in the nature of bad debts written off. The ld. DR submitted that the same cannot be considered as bad debt written off because the liability in respect of the sum of Rs.3,34,330/- on account of sales tax cannot be regarded as debt of the assessee as it

was payable to the Government. According to him the amount can be allowed as loss incidental to the business u/s 28 of the Act alone subject to fulfillment of conditions for allowing such deduction and not as bad debts written off.

6. We have given a very careful consideration to the rival submissions. It is an admitted position that the trading receipts of the assessee recorded in the books of accounts also includes a sum of Rs.3,34,330/- on account of sales tax. The assessee cannot claim deduction of the aforesaid sum without payment in view of the provision of section 43B of the Act. If the assessee had made the payment of sales tax then the debtor of the assessee has to pay back the said amount to the assessee and therefore it will assume the character of a debt in the hands of the assessee. If ultimately the customer does not pay this amount to the assessee, it has to be regarded as bad debt written off and allowed as deduction u/s 36(1)(vii) of the Act. In any event the deduction has to be allowed u/s 28 of the Act as a loss incidental to the business. We therefore direct the claim of the assessee to be allowed.

7. Ground no. 3 and 4 raised by the assessee reads as follows :-

"3.For that on the facts and in the circumstances of the case and in law, the Hon'ble DRP erred in law and on facts in upholding the disallowance of 75% of the royalty payments made by the AO treating it to be capital in nature.

4. For that on the facts and in the circumstances of the case and in law, the royalty was paid by the appellant in the course and for the purposes of business and was therefore revenue in nature and in that view of the matter both the Hon'ble DRP as well as the Id. AO erred in making disallowance to the extent of Rs.6,88,18,277/- out of total royalty paid during the year. "

8. The assessee paid a sum of Rs.2,14,29,108/- to the holding company DIC Asia Pacific PTE Ltd., Singapore and Royalty of Rs.7,03,28,595/- to another holding company DIC Corporation, Japan. The total royalty paid by the assessee was therefore Rs.9,17,57,703/-. According to the AO by paying the aforesaid royalty the assessee

acquired intangible assets technical knowhow for upgrading manufacturing technology and also got right to use the trading names, brand names and marks for a period of seven years. The agreement between the recipient of the payments of the assessee in this regard is dated 01.07.2008. The AO therefore held that payment in question was in the nature of capital expenditure. He allowed 25% depreciation on the capitalized value of intangible assets and thereby made disallowance of Rs.6,88,18,277/-. A sum of Rs.6,88,18,277/- is 75% of the sum of Rs.9,17,57,703/- paid by the assessee as royalty for licence to use technology knowhow and by using brand names etc.

9. On objection by the Assessee before the DRP, the DRP confirmed the order of the AO. At the time of hearing the ld. Counsel for the assessee brought to our notice that in A.Y.2010-11 similar royalty payment made by the assessee under the very same agreement to the very same parties was allowed as deduction by the AO in the order of assessment. The CIT passed an order u/s 263 of the Act holding that the payments were capital in nature as the assessee acquired intangible rights of technology know-how brand name etc. Therefore the only capitalized value of the intangible right should be allowed as deduction and the entire sum should not be allowed as deduction as it was a capital expenditure in nature. Order u/s 263 of the Act was the subject matter of challenge by the assessee before ITAT in ITA No.126/Kol/2017. This tribunal by its order dated 05.04.2017 quashed the order u/s 263 of the Act taking a view that the expenditure in question was a revenue expenditure. The following were the conclusions of the tribunal :

> *"9. We have heard the rival submissions and perused the materials available on record including the paper book filed by the assessee. We find Coates of India Limited was the erstwhile name of DIC India Limited (assessee herein) . We find from the technical collaboration agreement entered into between assessee and DIC Corporation, Japan on 5.12.2000 that assessee is engaged in the business of manufacturing of printing inks and allied products in India in its various factories located at Calcutta, Delhi, Mumbai, Chennai, Noida and Ahmedabad. The assessee was desirous of upgrading its overall technology and introduction of new technology for manufacturing printing inks and allied products of all types viz.,*

manufacturing of flushed pigments, sheetfed offset inks, gravure inks, web offset inks, news inks, screen printing inks, varnishes of all types including flush varnish, adhesives including packaging adhesives on a continuous basis. The assessee had approached DIC Japan to make available to it the said technical knowhow for the purpose of upgrading its manufacturing technology for the existing as well as future products relating printing inks and allied products on a continuous basis in its plants located at Calcutta, Mumbai, Noida, Ahmedabad , New Delhi , Madras or any other future place as may be determined by assessee from time to time. It is further stated that the DIC Japan would.make available to assessee the technical knowhow as aforesaid and the right to use the trade names and brand names. In this regard, the following clauses in the said agreement would.be relevant:-

1.3. "Products" will also include the right of COATES to use the Trade Names, Brand Names relevant to the Products, whether the same be registered or otherwise (hereinafter referred to as "Trademarks"), provided, however, it shall be the responsibility of COATES to ensure compliance with local laws relating to use of such names and marks.

1.4. Licensed Information means such technical information in possession of, and at free disposal of , DIC, on the Effective Date of the Agreement in relation to the Products towards manufacturing, formulation and application and shall also include formulation, production process, quality control, sourcing of input materials, material safety data sheet, safety, health and environment protection measures.

2.<u>LICENSE</u>

2.1. DIC hereby grants COATES a non-exclusive license to use Licensed Information for the manufacture of Products in Territory.

2.2. COATES is granted a non-exclusive right to sell Products in any countries except the countries where DIC has its plant, its subsidiaries or other joint venture arrangements for the manufacture of Products, where DIC is engaged in the ordinary sales activity of Products, and where DIC licenses the exclusive sales right to a third party. However, in the event DIC agrees in writing on the prior written request of COATES, COATES may export Products to such countries as expected above.

2.3. COATES in not granted a right to sublicense to any third parties and shall not make Licensed Information available to any third parties.

4. Compensation

4.1. COATES shall pay DIC a royalty of 2% (two) on total net sales for all Products manufactured and sold.by COATES in India and abroad.

4.2. DIC may from time to time help COATES by purchasing the said products directly or through its group/ associate companies at such prices as may be mutually agreed upon but not less than the actual cost plus reasonable profit margin. Provided however COATES shall be under no obligations to accept such orders from DIC or its associates and DIC shall not be entitled to any royalty on such transactions.

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7. SECRECY

7.1. COATES agree to keep the Licensed Information provided hereunder by DIC as secret and confidential and agrees not to disclose it to any third party provided that the information of the following nature shall be excluded from these secrecy obligations:

> *(a) Information that is in public domain.*
> *(b) Information that COATES has in its possession at the Effective date which is not subject to an Agreement of Confidentiality.*
> *(c) Information which COATES has received rightfully from other sources before or after at the Effective Date.*

7.2. The obligation under this article shall survive any termination of this Agreement for ten (10) years.

9. Period of Agreement

9.1. This Agreement will remain in force for 7 years from the Effective Date, provided that DIC, directly or indirectly, owns more than fifty (50) percent of the shares of COATES.

9.2. One (1) year prior to the expiration of this Agreement, the parties shall meet and shall decide jointly either to renew this Agreement for the further period fo five (5) years at the expiration of this Agreement or whether it shall not be renewed after the normal date of expiration.

10. Termination

10.1. Either party may terminate this Agreement forthwith:

(1) if the other party is in breach of any of the provisions of this Agreement and fails or is unable to remedy the same within 30 days after receiving notice in writing thereof from the other party.
(2) if the other party becomes insolvent, bankrupt or is placed liquidation.

10.2. If under the provisions of this Agreement COATES ceases to be entitled to use the Licensed Information COATES shall deliver up to DIC all such Licensed Information in tangible form which may then be in its possession and will keep no copies thereof.

9.1. We find from pages 27 to 29 of the Paper Book, a copy of the approval, from Government of India, Ministry of Commerce & Industry , Department of Industrial Policy & Promotion Secretariat for Industrial Assistance vide approval No. 8(2001)/719(2000)/PAB-IL ,New Delhi dated 3.1.2001 , of technical collaboration agreement dated 5.12.2000 . Later the technical collaboration agreement was renewed with effect from 1.7.2008 with DIC Asia Pacific Pte Ltd, Singapore with the same terms and conditions. Similarly there was yet another License Agreement entered on 1.4.2007 between the assessee and DIC Japan on same terms and conditions as in earlier agreement except with change in percentage of royalty agreed upon, which is not in dispute before us. Hence royalty was paid by the assessee to DIC Asia Pacific Pte Ltd, Singapore and to DIC Corporation, Japan. We also find from the Fixed Assets Schedule as on 31.3.2010 (relevant to year under appeal) that there has been a minor addition of Rs 6.58 crores to Plant & Machinery which is hardly 5.23% of Gross Block of Fixed Assets as on 31.3.2010. Hence it could.be safely concluded that no new activity by setting up of a new business venture was carried out by the assessee during the year under appeal for which the licensed information was used by the assessee. We find that the ld. CIT had one hand alleged that the assessee had acquired the business / commercial rights in Intellectual Property Rights (IPR) , but in the very same context , he had also stated that the business / commercial rights have been obtained for a period of seven years only. Admittedly the licensed information has been obtained for a period of seven years by the assessee and hence there cannot be any question of acquisition of such licensed information by the assessee. We have gone through the agreement entered into between the assessee and DIC Asia Pacific Pte Ltd, Singapore and DIC Corporation, Japan and we find that nowhere it was mentioned that the assessee had acquired the business/ commercial rights of IPR so as to fall within the ambit of an asset having enduring nature in the capital field.. On the contrary it is very clearly stated in both the agreements that DIC Asia Pacific Pte Ltd, Singapore and DIC Corporation, Japan has granted license to use technology, knowhow and other license information for a specified period and hence it cannot be said that the assessee had acquired any business / commercial rights thereon. We find that the ld. CIT had persuaded himself to

incorrect assumption of facts that assessee by using the licensed information obtained from DIC Asia Pacific Pte Ltd, Singapore and DIC Corporation, Japan had upgraded its P&M and also changed the setting up of P&M to make its finished products viable for the market. This assumption is factually incorrect and does not emanate out of the jurisdictional facts on record. The ld. CIT had not brought any material evidence on record to justify this incorrect assumption thereby leading to incorrect conclusion. We find that the assessee had all along been in the business of manufacture of printing inks and it had not ventured into any new business as could.be evident from its financial statements. We find that the knowhow was provided for upgrading the existing business. This payment of royalty has been allowed as a revenue expenditure in the past by the ld. AO u/s 143(3) of the Act. The ld. CIT merely made a bald statement by stating that the assessee by using the licensed information had entered into new dimensions of business from time to time and hence the payment of royalty could.not be equated with the nature of royalty paid in earlier years, which statement is absolutely without any basis and without any material on record. The assessee had submitted before the ld. CIT that the royalty was paid in respect of licensed information obtained from DIC Asia Pacific Pte Ltd, Singapore and DIC Corporation, Japan for manufacture of resins and printing inks and the licensed information pertains to these specific items i.e resins and printing inks alone and cannot be used to venture into new business. The nature of royalty, mode and manner of payment thereon had remained the same since financial year 2007-08 / 2008-09 as the case may be, in which these agreements were entered into by the assessee."

10. The conclusions of the tribunal on the allowability of the aforesaid expenses as a revenue expenditure are contained in paragraph 9.3 to 9.7. The tribunal relied on the decision of the Hon'ble ITAT in the case of Bata India Ltd. In ITA NO.1826 to 1828/Kol/2012 order dated 23.05.2013 which was confirmed by the Hon'ble Calcutta High Court in GA No.3482 of 2013 dated 18.08.2014. The tribunal examined the terms of the license under the agreement between the parties which are the same in the present AY also. The tribunal in the case of Bata India Ltd. Took the following view :-

"18. We have heard the rival submissions. A perusal of the agreement in respect of the technical know-how and the manufacturing process clearly shows that the assesse has derived no enduring benefit nor has assessee obtained any capital asset on the basis of the payment of the royalty as per the agreement, The technical know-how trade marks denies drawings. notes etc. in respect of the agreement for which the assessee has paid the royalty belongs to the licensor being M/s.

Wolverine World Wide, INC. Thus as the assessee has derived no enduring benefit the same cannot be treated as a capital expenditure but is clearly in the name of revenue expenditure and allowable. In the circumstances the AO is directed to allow the royalty paid by the assessee as revenue expenditure as claimed."

11. The tribunal also placed reliance on the decision of the Hon'ble Calcutta High Court in the case of Timken India Ltd. (2014) 51 Taxman 184 (Cal) in which the Hon'ble Calcutta High Court took the following view :-

"10. We have considered the rival submissions of the learned advocates for the parties. The submissions advanced by Ms. Gutgutia are no doubt meritorious and certainly represent one way of looking at the things. Sight cannot however be lost of the fact that the payment made by the assessee is on account of license fee. By making such payment, the assessee has got a permission la use the technology, The money paid is irrecoverable. In case the business of the assessee for some reason or the other is stopped, no benefit from such payment is likely to accrue to the assessee. The license is not transferable. Therefore. it cannot he said with any amount of certainty that there has been an accretion to the capital asset of the assessee. In case, the assessee continues to do business and continues la exploit the technology for the agreed period of time, the assessee will be entitled to take the benefit thereof. But in case it does not do so, the payment made is irrecoverable. It is in this sense that the matter was looked into by the High Court of Madras and was endorsed by the apex Court in the case of IAEC (Pumps) Ltd. (supra). The point as a matter of fact is covered by the aforesaid judgment. Nothing really is left for us to do in the matter.

11. We are, therefore. of the opinion that the question has to be answered in the affirmative and in favour of the assessee.

12. The appeal is thus allowed."

12. The revenue had placed reliance on the decision of the Hon'ble Madras High Court in the case of CIT vs Southern Switchgear Ltd reported in 148 ITR 273 (Mds). That was distinguished by the tribunal in the following words :

"We find that the decision of the Hon 'ble Madras High Court in the case of CIT vs Southern Switchgear Ltd reported in (1984) 14'8 ITR 273 (Mad) does not come to the rescue of the revenue as in that case, it was categorically found that in addition to the acquisition of technical knowledge, the assessee company got an exclusive right to manufacture and sell its articles without any objection from anyone

including the foreign company and this is clearly an advantage of enduring nature. It was further observed in that case that it is well established that even without acquisition of an asset, a right of a permanent advantage could. be acquired and the cost of acquisition of such a right could. he taken to be capital expenditure. In the instant case, the assessee shall not be entitled to use the Licensed Information and it had to deliver up to its AE all such Licensed Information in tangible form which may then be in its possession and will keep no copies thereof. Moreover, assessee in the instant case was given by its AE only a non-exclusive and non-transferable license to use Licensed Information for manufacture of products. Assessee was not granted any right to sublicense to any third parties or make available any licensed information to any third parties and is also directed to maintain the secrecy and confidentiality or the licensed information by not disclosing to any third party and such secrecy & confidentiality clause shall be binding even after termination of the agreement for ten years. Hence it is a restrictive usage privilege given to the assessee in the instant case and hence the facts before the Hon'ble Madras High Court are squarely distinguishable."

13. In view of the aforesaid decision on the same facts, we are of the view that the claim for deduction as made by the assessee ought to have been allowed by the revenue authorities.

14. The ld. DR submitted that the order of the tribunal relied upon by the ld. Counsel needs a re-look because the decision of the Hon'ble Madras High Court in the case of CIT vs Southern Switchgear Ltd had not been appreciated. He further submitted that a new advantage and acquisition of capital asset by the assessee existed in the present case. The assessee had enduring benefit and has functionally gained advantage and these facts ought to have prompted the tribunal to come to a conclusion that expenditure in question was capital in nature.

15. We have considered the rival submissions and we are of the view that the arguments put forth by the ld. DR have already been considered by the tribunal in the order cited in the earlier paragraphs. We are of the view that the facts and circumstances remain identical. There is no reason for taking a contrary view. We

therefore do not accept the arguments put forth by the ld. DR. For the reasons given above we hold that the assessee is entitled to claim the entire royalty paid to DIC Asia Pacific PTE Ltd., Singapore and DIC Corporation, Japan. The addition made by the AO is directed to be deleted.

16. Ground No.5 and 6 raised by the assessee reads as follows :-

"5..For that on the facts and in the circumstances of the case and in law, the Id. AO acted in complete violation of the binding directions of the Hon'ble DRP by not allowing the claim of normal depreciation of Rs.21,829/- & additional depreciation of Rs·.1, 11 ,578/- u/s 32(1)(ii.) & 32(1)(iia) of the Act.

6. For that on the facts and in the circumstances of the case and in law and without prejudice to the preceding ground, the Id. AO erred in holding that certain capital assets purchased & put to use during the year was in the nature of 'furniture & fixtures' and not 'plant & machineries' and thereby reducing the claim of normal depreciation from 15% to 10% and disallowing the additional depreciation claimed u/s 32(1)(iia) thereon."

17. As far as ground no. 5 and 6 is concerned the DRP in this direction has observed as follows :-

"Findings:- Ground no 13 was also carefully considered by us. The arguments were also taken into account by us. It was noted by us that additional depreciation was claimed by the A 'multi gas detector mode! selection mode! -PGM-6228 & 12KL GO Storage Tank. The said object cannot be regarded by LIS as an office equipment or furniture, The AO shall verify from records whether additional depreciation is pressed against the above plant or against some office equipment. If it is in respect of the former the claim shall be allowed.

In view of above discussion on each of the grounds of objection, the Assessing Officer is directed to complete the assessment as per the directions of the DRP as above. "

18. The ld. Counsel for the assessee brought to our notice that in the order passed by the AO giving effect to the directions of the DRP, he did not give effect to the

directions of the tribunal. The limited prayer of the ld. Counsel for the assessee is to direct the AO to follow the directions of the DRP and give effect to such directions.

19. We are of the view that it would be just and proper to direct the AO to comply with the directions of the DRP and before doing so afford opportunity of being heard to the assessee.

20. Ground No.7 raised by the assessee reads as follows :-

> *"7. For that on the facts and in the circumstances of the case and in law, both the DRP as well as the AO erred on facts & in law in not allowing deduction in respect of sum of Rs.43,35,000/- actually paid towards leave encashment u/s 43B of the Act."*

21. The assessee made a claim before the AO for deduction of a sum of Rs.43,35,000/- u/s 43B of the Act towards leave encashment and retirement benefits that was actually paid during the relevant previous year in computing income of the assessee from business. The admitted factual position was that the assessee did not claim the aforesaid sum as deduction in the return of income. The AO therefore refused to entertain the claim of the assessee for deduction as above.

22. On objection by the Assessee before the DRP, the DRP confirmed the order of the AO with the following observations:

> "Findings - Ground no. 11 pertaining to omission to report to the tax auditor u/s 44AB, the fact of payment towards leave encashment and retirement benefits to its employees was carefully considered by us. The A' presented his claim before the AO who obviously relying M/s. Goetze (SC) denied the deduction to the A.' The arguments of the A' against the above were considered by us. The discovery of' the omission to claim the above amount was post audit. Since the tax audit did not cover this aspect, it is difficult for us to grant any benefit of this claim to the A' as the same would tantamount to accepting entries out of the pale of audit and thereby granting benefit to the A' on the basis of certain facts which were not placed before the tax auditor. Moreover whether omission was deliberate or unwilful, also

cannot be established now. For the above compelling reasons the objection is dismissed."

23. Aggrieved by the order of DRP, the Assessee has raised Gr.No.7 before the Tribunal.

24. Before us, the ld. Counsel for the assessee submitted that the decision of the Hon'ble Supreme Court in the case of Goetze India Ltd., 284 ITR 323 (SC) wherein it was held that any claim made by the assessee which is not supported by a revised return filed u/s 139(5) of the Act could not be entertained by the AO, is applicable only to the power of the AO to entertain a new claim and is not applicable to the appellate authority under the Act. The DRP as a first appellate authority has the power to entertain a new claim even in the absence of a revised return of income. The Supreme Court in case of Goetze (India) Ltd. (supra) has clarified that "the decision was restricted to the power of the assessing authority to entertain a claim for deduction otherwise than by a revised return, and did not impinge on the power of the Appellate Tribunal under section 254 of the Income-tax Act, 1961". This has been interpreted in several judicial pronouncements as applicable even to the first appellate authorities. The Hon'ble Delhi High Court in the case of Jai parabolic Springs 306 ITR 42 (Delhi) has held that the appellate authorities under the Act, were free to consider a claim made by an Assessee even in the absence of a revised return of income and that the requirement for filing a revised return of income as laid down by the Hon'ble Supreme Court in the case of Goetz India Ltd. (supra) is applicable only when a claim is made contrary to the return of income before the AO. The Hon'ble Delhi High Court in the case of Bharat Aluminium 163 Taxman 430J, has inter-alia ruled that assessee can file revised computation in the course of ongoing assessment proceedings under the Act, without making recourse to revised return, despite the fact that time limit for revising return under section 139(5) had expired. In the light of the aforesaid decisions, we are of the view that the DRP ought to have examined the claim of the Assessee. We

therefore set aside the directions of the DRP in this regard and remand to the AO for fresh consideration the claim of the Assessee. If the claim of the Assessee regarding actual payment is found to be correct, then the Assessee should allowed the deduction. The AO is directed to verify the claim of the assessee after due opportunity to the assessee in accordance with law. Ground No. 7 is decided accordingly.

25. In the result the appeal of the assessee is partly allowed.

Order pronounced in the Court on 14.02.2018

Sd/-	Sd/-
[Dr.A.L.Saini]	[N.V.Vasudevan]
Accountant Member	Judicial Member

Dated : 14.02.2018
[RG Sr.PS]

Copy of the order forwarded to:

1. D.I.C. India Ltd., Transport Depot Road, Kolkata-700088., West Bengal.
2. D.C.I.T., Circle-10(1), Kolkata.
3. DRP Cell-2, Kolkata
4. CIT(DR), Kolkata Benches, Kolkata.

True copy

By Order

Senior Private Secretary
Head Of Office/ D.D.O., ITAT Kolkata Benches