IN THE INCOME TAX APPELLATE TRIBUNAL
PUNE BENCH "C", PUNE

BEFORE SHRI R.S. SYAL, VICE PRESIDENT AND
SHRI S.S. VISWANETHRA RAVI, JUDICIAL MEMBER

ITA Nos.1648, 187 & 2369/PUN/2017
निर्धारण वर्ष / Assessment Years : 2011-12, 2012-13 & 2013-14

Knorr Bremse Systems for Commercial Vehicles India Private Limited ("KB India"), S.No.280 & 281, Village Mann, Hinjewadi, Phase-II, Taluka Mulshi, Pune-411 057 Maharashtra, India PAN :AACCK1395D	Vs.	DCIT, Circle-14, Pune
Appellant		Respondent

Assessee by	Shri Rajendra Agiwal
Revenue by	Shri T. Vijaya Bhaskar Reddy

Date of hearing	18-12-2019
Date of pronouncement	20-12-2019

आदेश / ORDER

PER R.S.SYAL, VP :

These three appeals by the assessee relate to the assessment years 2011-12, 2012-13 & 2013-14. Some of the issues raised in these appeals are common. We are, therefore, proceeding to dispose them off by this consolidated order for the sake of convenience.

A.Y. 2011-12

2. Though certain grounds have been raised challenging transfer pricing additions on account of international transactions of `Rendering of Global Sourcing Services' and `Reimbursement of expenses', but those were not pressed by the ld. AR. These, therefore, stand dismissed as 'Not pressed'. In addition, certain other grounds were also not pressed, which are hereby dismissed.

3. The first issue which survives in this appeal is against the confirmation of the transfer pricing addition of Rs.2,13,97,960/- in the international transaction of 'Allocation of shared service charges'.

4. Briefly, stated, the facts of the case are that the assessee is a company engaged in the business of Commercial Vehicles Systems and a part of Knorr Bremse group. The assessee filed its return accompanied by the Audit Report in Form No. 3CEB detailing certain international transactions. The Assessing Officer (AO) made a reference to the Transfer Pricing Officer (TPO) for computing the Arm's Length Price (ALP) of the international transactions. The international transaction of

'Allocation of Shared service charges' at Rs.2,13,97,960/- was not benchmarked by the assessee on the premise that it was a `Cost allocation arrangement'. The TPO observed that the assessee paid this amount to its Associated Enterprise (AE), Knorr Bremse Asia Pacific (Holding) Ltd., Hong Kong (hereinafter called 'KBAP'). He called upon the assessee to provide the evidence of availing of the services. The assessee, referring to the Service Agreement entered on 01-01-2010 with KBAP, submitted that the agreement provided for provision of Business Development, Marketing, Project Management services; Human Resource Support services; Accounting, Financial support and Controlling services; and IT Support. The assessee gave bifurcation of Rs.2.13 crore and odd paid for the above services. It was claimed that KBAP incurred these costs and subsequently allocated and recovered the same from the assessee along with other group entities on actual without any mark up. However, the assessee could not furnish any primary document substantiating the receipt of services nor any working regarding the allocation of costs. The TPO considered the nature of

services so stated in the Agreement one by one and found that the assessee had, in fact, its own infrastructure for the these activities. In the absence of any evidence of receipt of services, the TPO determined Nil ALP of the transaction and accordingly the AO made the transfer pricing addition. The ld. CIT(A) affirmed the finding of the AO by primarily noticing that no evidence of rendition of services by the AE was provided. The assessee is aggrieved by the confirmation of the addition.

5. We have heard the rival submissions and gone through the relevant material on record. It is clear from the international transaction that the assessee paid Rs. 2.13 crore and claimed to have availed, as per the Agreement, the Business Development and Marketing services; Human Resource Support service; Accounting and Financial Support services; and IT support services. The claim of the assessee that these were shared services only with no mark-up could not be substantiated before the authorities below. The assessee has again failed to bring on record any evidence before the Tribunal to demonstrate that it was a mere case of allocation of costs by the AE without any mark-up. In the absence of any evidence, we are not inclined to

accept the argument advanced on behalf of the assessee in this regard. We, ergo, reject the contention of the assessee that it was a mere cost sharing arrangement.

6. The assessee claimed that it received the above-mentioned services which have been stipulated in the Agreement. The TPO, at page 8 of his order, referred to clause 2.2 of the Agreement dated 01-01-2010 wherein it has been provided that: '*KBAP will provide the relevant services through correspondence, telephone, telefax, periodic visits of personnel* and other means agreed on from time to time with the receiving party.' Thus, it is evident from the relevant clause that the KBAP was to render the services through correspondence, fax, telephone and visits of its personnel etc. The assessee has not placed on record copies of such correspondence or fax or e-mails or evidence of the visits by personnel of AE to demonstrate that any such services were actually provided by the AE.

7. Now let us examine the nature of the services claimed to have been received from the AE. In so far as the Business

Development, Marketing and Project Management services are concerned, for which the assessee paid 2563 Euros, the TPO observed that 90% of the assessee's sales were to single customer, namely, Tata Motors and further as per the assessee's functional analysis in its Transfer Pricing study report, it had its own Marketing and Distribution network. The relevant portion of such analysis, which has been reproduced on page 7 of the TPO's order, is extracted here as under :

> "*KB India has its own marketing and distribution network for distributing the manufactured products*. It monitors the market conditions and plans the distribution schedules. The major customer of KB India is Tata Motors. *Presentations are made by the marketing department of KB India to explain new products, their applications and any developments to the existing line of products.* Tata Motors according to its requirements submits a letter of intent specifying the models and the volumes required. Prices are negotiated between the parties and purchase orders are placed on monthly basis based on Tata Motors monthly production schedule. The after sales support team provides replacements and repairs required by Tata Motors."

8. As regards the Human Support services, the assessee paid 5898 Euros. In its TP study report, the assessee submitted that: '*The management of KB India is responsible for coordinating its human resource functions including hiring personnel and*

defining compensation and benefits'. Thus, it is again evident that the assessee was sufficient enough and actually did perform human resource support activities itself.

9. As regards the Accounting, Financial Support and Controlling Services for which the assessee paid 140274 Euros, the assessee's TP study report mentions as under:

> "*KB India is responsible for managing its finance, treasury and accounting functions. It is responsible for developing budgets billing, collection, preparation of statistical data and financial reports*. KB India also undertakes compliance with the applicable leval/statutory requirements. Furthermore, KB India also undertakes its routine IT and Administrative functions."

10. From a narration of the above factual panorama, it is more than perceptible that the services for which the assessee claimed to have been paid to its AE, were, in fact, performed by self, as emanates from its own TP study report. That apart, the assessee failed to place on record any evidence worth the name to demonstrate that its AE rendered any of the above services. In view of the fact that the rendition of services itself is not proved, there cannot be any question of allowing any deduction for such payment.

11. Here it is pertinent to mention that a mere signing of an Agreement for receipt of services, and that too with its AE, is not sufficient. The factum of receipt of services needs to be necessarily established before claiming any deduction. On a pertinent query, the ld. AR fairly conceded that, as on date also, he has no evidence in the shape of correspondence, e-mails, fax or visits of the personnel of the AE to prove that the AE rendered such services to the assessee. Thus, it is clear that the authorities below were right in not allowing deduction for this sum.

12. The assessee has also raised an additional ground urging to adopt the 'Combined Transaction approach under the Transactional Net Marginal Method (TNMM)' for benchmarking the international transaction pertaining to payment of shared service charges as closely linked to its manufacturing activity.

13. Since this ground involves a pure question of law and does not require any fresh examination of facts, we, therefore, admit the same in the hue of the judgment of Hon'ble Supreme

Court in *National Thermal Power Company Ltd. Vs. CIT (1998) 229 ITR 383 (SC).*

14. On merits, it is found from the international transactions reported by the assessee, as reproduced at pages 2 and 3 of the TPO's order, that the assessee applied TNMM in respect of the transactions reported at Sl. nos. 1 to 8. For international transaction at Sl. no. 9, the assessee applied the Comparable Uncontrolled Price (CUP) method. For the instant transaction, given at Sl. no. 11, the assessee did not carry out any benchmarking by mentioning that it was only a `Cost Allocation Arrangement'. Thus the assessee itself did not combine the transaction of Payment of shared service charges with other transactions concerned with the manufacturing activity. Be that as it may, since the assessee has raised the contention for aggregation of the extant transaction with the other transactions given under the TNMM linked to the manufacturing activity, we consider it expedient to deal with the same.

15. Section 92(1) of the Act provides that any income arising from *'an international transaction'* shall be computed having regard to the arm's length price. Section 92C(1) provides for the computation of the ALP and mandates to follow one of the prescribed methods as the most appropriate method, which, *inter alia,* include the TNM method, as has been applied by the assessee on aggregate basis and the TPO on segregate basis. The term *'transaction'* has been defined in section 92F(v) to include an arrangement or understanding or action in concert, whether or not such arrangement etc. is reduced in writing or is intended to be enforceable by legal proceeding. The mechanism for determination of the ALP under the TNMM has been provided in Rule 10B(1)(e) of the Income-tax Rules, 1962. The term *'transaction'* has been defined in Rule 10A(d) as including *'a number of closely linked transactions'*. Whereas the definition of the term `transaction' in section 92F(v) is meant for identifying a transaction, the term `transaction' in rule 10A(d) is meant for determining the ALP of international transaction under the relevant rules.

16. In the present context, we are concerned only with the definition of `transaction' as given in rule 10A(d). It, therefore, boils down that in so far as the determination of the ALP under the machinery of computation under the methods as given in Rule 10B is concerned, the term 'transaction' also includes a plural of transactions. However, the caveat is that in order to be covered within the term *'transaction'* under Rule 10A(d), it is *sine qua non* that such number of transactions must be closely linked. If they are not closely linked transactions, then there can be no aggregation for determination of the ALP under the IT Rules.

17. The moot question is whether the transaction of Payment of shared service charges on one hand and Import of raw material and Export of finished goods on the other, namely, the manufacturing activity, can be construed as *'closely linked transactions'?* At the cost of repetition, it is mentioned that whereas the Payment of shared service charges is a claim for receipt of certain services and other international transactions covered under the TNMM are in the nature of purchase of raw material and sale of finished goods from/to the AEs etc. In our

considered opinion, the two sets of the transactions, can by no stretch of imagination, be considered as *'closely linked transactions'*. The mere fact that the assessee claimed to have availed certain services and utilised the same in the overall business would not make them as *'closely linked transactions'*, so as to come up for consideration in an aggregate manner.

18. In one sense, closely linked transactions mean similar or alike transactions of purchase or sale etc. of goods or services. To put it simply, if there are several international transactions of, say, purchase of similar goods or with minor variations, then instead of finding the ALP of such international transactions separately, if these are combined and benchmarked in an aggregate manner, it satisfies the prescription of closely linked transactions.

19. The Hon'ble Punjab & Haryana High Court in *Knorr Bremse India (P) Ltd. Vs. ACIT (2016) 380 ITR 307 (P&H)* [the assessee is also a part of Knorr Bremse group, as its name suggests] considered the question of aggregation of international transactions in another sense. Their Lordships held that several transactions between two or more AEs can form a

single composite transaction if they are closely linked transactions and the onus remains always on the assessee to establish that such transactions were part of an international transaction pursuant to an understanding between various members of a group. The Hon'ble High Court observed that in case of a package deal where each item is not separately valued but all are given a composite price, these are to be taken as one international transaction. Further, where a number of transactions are priced differently but on the understanding that the pricing was dependent upon the assessee accepting all of them together (i.e. either take all or leave all), then also it is one international transaction. In that case, it will be on the assessee to prove that although each is priced separately, but they were provided under one composite agreement. It still further held that aggregation can be done when albeit each transaction is priced differently, but they are so inextricably linked that one cannot survive without other.

20. When we test the facts of the instant case on the touchstone of the principles enunciated by the Hon'ble High Court, it becomes overt that the transactions of Payment of

shared services and normal Manufacturing activities cannot be clubbed because these are neither under a package deal nor they are structured in such a manner that the assessee has no option to accept one and reject the other nor they are so inextricably linked that one cannot survive without other.

21. The assessee in *Magneti Marelli Powertrain India Pvt. Ltd. vs. DCIT (2016) 389 ITR 469 (Delhi)* entered into agreement with its A.E. for acquiring technology required for the purpose of manufacturing. It applied the TNMM to benchmark its international transactions of import of raw materials, sub-assemblies and components, payment of technical assistance fees, payment of royalty, payment of software and purchase of fixed assets. All these were categorized under one broad head, that is, "Manufacturing of automotive components" and shown to be at ALP. The TPO rejected the assessee's entity level approach applied to benchmark the international transactions including Technical assistance fees and proceeded to determine the ALP of the Technical assistance fees separately. The Tribunal approved the TPO's stand on segregation of payment of Technical assistance

fee. The Hon'ble Delhi High Court admitted the question in this regard - `Whether the Income Tax Appellate Tribunal was right in holding that royalty and technical assistance fee did not form part of a composite transaction and have to be treated as two separate transactions for the purpose of benchmarking and computing arms length price?' Answering this question against the assessee, the Hon'ble High Court countenanced the view of the Tribunal that aggregation of the transaction of payment of Technical fees with other international transactions under the common TNMM, was not correct. Restoring the matter to the TPO/AO, it held that the TNMM should be separately applied for determining the ALP of the international transaction of payment of Technical fee. The SLP filed against this judgment has since been dismissed vide *DCIT vs. Magneti Marelli Powertain India (P) Ltd. (2018) 252 Taxman 385 (SC).*

22. We note that the facts of the extant case are on a rather weak footing. In that case, the Hon'ble High Court did not approve the clubbing of `Technical fees' with other transactions under the Manufacturing segment as without technical know-how even the production is not possible. Instantly, we are

dealing with a situation in which the assessee is trying to club the transaction of Payment of shared service charges with the transactions of manufacturing activity, which is a step further away from the technical know-how in the process of manufacturing. In view of the foregoing discussion, it is held that the instant transaction of payment of shared service charges cannot be aggregated with the international transactions concerned with the manufacturing activity. We, therefore, reject the aggregation approach as put forth on behalf of the assessee and *ex consequenti,* the additional ground is hereby dismissed.

23. Notwithstanding the above, we find that the question of aggregation or segregation of the transactions can arise only when it is proved that the assessee actually availed the services for which it made the payment. We have noted *supra* that the assessee has admittedly not proved the receipt of the services. It has further been admitted by the ld. AR that the assessee has no evidence to prove the receipt of services through correspondence or e-mails or visits of the personnel of the AEs. Once the addition is sustained on the ground that the assessee

failed to prove the receipt of services at the very outset, there can be no question of any aggregation.

24. To sum up, it is held that neither the aggregation of the transaction of allocation of shared service charges is permissible with the other reported transactions under the TNMM in the facts as are instantly obtaining nor the assessee could adduce any evidence either for the cost sharing arrangement without any mark up or the actual receipt of services. We, therefore, uphold the disallowance.

25. The next issue raised in this appeal is against the confirmation of addition of Rs.19,96,178/- in respect of the international transaction of 'Payment of Trademark charges'.

26. Succinctly, the facts of this ground are that the assessee entered into an Agreement with KB-SfN effective from 01-01-2011 under which KB-SfN granted the assessee a right to use Contractual Trademarks, i.e. Registered Trademark 'Knorr Bremse' and 'k encircled' for its business operations and for all the products manufactured and sold by it. In consideration, the assessee agreed to pay Trademark fees of 0.5% on all third

party gross sales worldwide. During the year under consideration, the trademark charges paid/payable to KB-SfN under this agreement amounted to Rs.19,96,178/-. The TPO, on a perusal of the earlier 'Technical Transfer Agreement' (TTA) entered into between KB-SfN GmbH and the assessee on 06-12-2003, noted that KB-SfN GmbH was already charging royalty from the assessee, which included consideration for use of `Contractual Trademarks' in the manufacture and sale of Contractual Products. The assessee was asked to explain the reasons for paying Trademark charges once again vide the later Agreement effective from 1.1.2011, when payment for such trademark charges was already being made under the TTA dated 6.12.2003. In the absence of the assessee furnishing any plausible explanation, the TPO proposed the transfer pricing adjustment of Rs.19,96,178/-. The AO made the addition, which came to be echoed in the impugned order.

27. The assessee has set up a case that it was due to inadvertence that the TTA provided consideration, *inter alia,* for use of Trademarks, which was actually not a case. Such a mistake of payment of royalty also for the use of trademarks

came to the notice of the assessee when the other JVC partner moved out in the year 2010 and the assessee acquired full control. It was with a view to correct the mistake in the TTA that the assessee entered into a Trademark License Agreement (TLA) dated 01-11-2011 effective from 01-01-2011 to provide for the payment of consideration for the use of trademarks.

28. We have heard the rival submissions and gone through the relevant material on record. It is an undisputed position that the assessee, as a joint venture company (JVC), under the TTA dated 06-12-2003, copy placed at page 143 onwards of the paper book, acquired Intellectual Property Rights (IPRs) for the manufacture, use and sale of brake products for Commercial Vehicles and know-how for Design Engineering Development, Marketing and after-sales services for such brake products as well as certain trademarks relating to such products. Article 2 of the TTA provides that 'KB-SfN grants the JVC the exclusive right to use the Intellectual Property Rights, the Know-how and Technical Documentation supplied by KB-SfN to manufacture and sell the Contractual Products in India, Pakistan and Sri Lanka ...'. Article 3 of the TTA provides that 'KB-SfN shall

make available to the JVC any Technical Documentation for the product-related, manufacturing, quality assurance, marketing, sales and after sales services of the Contractual Products according to the provisions set forth in Article 3.2 to 3.4 below'. The later paras of the Article deal with the provision to the JVC of a complete set of product related Technical Documentation etc. Article 6 of the TTA provides for the provision of training to the personnel of the JVC by KB-SfN. Similarly, Article 7 deals with the Consultation to be provided by KB-SfN to the assessee in the fields of Production, Engineering, Purchasing and Manufacturing. Article 9, which is significant in the present context, has the heading 'Trademarks, Type and Identification Numbers'. Para 1 of Article 9 provides that: 'KB-SfN grants to the JVC, the non-exclusive right to use the Contractual Trademarks in the manufacture, use and sale of the Contractual Products'. Para 2 of the Article 9 further provides that 'JVC shall affix the Contractual Trademarks to the Contractual Products …….'. Article 12, which is equally crucial for our purpose, deals with 'Compensation'. Para 1 of Article 12 reads as under:

> "For the right to use the Intellectual Property Rights and Know-how according to Article 2, the transfer of know-how and Technical Documentation according to Article 3, the provision of training according to Article 6, the consultation according to Article 7 of this Agreement, and *the right to use the Contractual Trademarks according to Article 9* the JVC shall pay to KB-SfN. In addition to the costs separately invoiced hereunder, a running royalty amounting to 4% (four percent) of the Net Sales Volume of the JVC. However, such royalty shall not exceed 3% (three percent) of the net ex-factory sales price of the Contractual Products exclusive of excise duties."

29. A cursory look at the contents of Article 12.1 makes it abundantly clear that the assessee agreed to pay running royalty at 4% of Net Sales Volume as a *quid pro quo* for the right to use the Contractual Trademarks as per Article 9 in addition to the right to use Intellectual Property Rights and know-how etc. Thus, it is overt that the assessee paid royalty under the TTA at 4% to KB-SfN which also enveloped the right to use the Contractual Trademarks as per Article 9. Except for a bald contention, nothing has been brought on record to demonstrate that there was a mistake to this effect in the TTA, which the parties to the Agreement also admitted. On a specific query, it was admitted that during the currency of TTA, that is, from 06-12-2003 till the date of entering into the TLA effective from

01-01-2011, the assessee was actually using the Contractual Trademarks and there was no separate payment made for the same. How the assessee could use the trademarks without any agreement for use is anybody's guess. Thus it is held that the Agreement correctly provided that royalty at 4% was, *inter alia,* for use of the trademarks. Ergo, the contention of the ld. AR that there was a mistake in the TTA in mentioning the Compensation at 4% of Net Sales Volume as also including payment for use of the Contractual Trademarks, is jettisoned.

30. After the assessee acquired the share of the other Joint Venture partner in the company, it entered into TLA effective from 01-01-2011. A copy of the TLA has been placed at page 186 onwards of the paper book. Clause 4 of the TLA deals with 'Trademark Fee'. It provides that the assessee: `shall pay to KB-SfN a Trademark Fee of 0.5% on all third party Net sales worldwide without IC Sales to KB locations'. It is pursuant to the TLA that the assessee paid 0.5% for 3 months of the previous year relevant to the assessment year under consideration amounting to Rs.19,96,178/-, which became subject matter of disallowance by the authorities below on the

premise that: `...considering the fact that the fees for use of trademark is already a component of Royalty charges paid by the assessee, an adjustment of Rs.19,96,178/- is made to the international transaction pertaining to payment of Trademark charges.'

31. It can be seen that the *raison d'etre* for the disallowance is that the assessee was already paying royalty/fees for the use of Trademarks, which is embedded in 4% under the TTA and hence further payment of 0.5% under the TLA was not warranted. On considering the position in entirety, what transpires is that the assessee was already paying royalty at 4% towards use, *inter alia,* of the Contractual Trademarks and after the acquisition of the share of other Joint Venture partner, a fresh understanding was arrived at between the assessee and KB-SfN as per which it agreed to pay 0.5% for use of Trademark. The authorities below have disallowed 0.5% by holding that the assessee was earlier paying for use of Contractual Trademarks and there was no need to pay a further amount for use of the Trademarks. In our considered opinion, such an approach is erroneous. One way of looking at the

scenario is that the assessee was already paying 4% royalty pursuant to the TTA and it agreed to pay further 0.5% under the TLA, thereby raising the rate of royalty to 4.5% for use of technical know-how etc. including the use of Contractual Trademarks. Once it was found that the assessee actually paid royalty at total of 4.5% under the international transaction, then the course open to the TPO should have been to determine the ALP of the international transaction of payment of royalty including use of Contractual Trademarks by considering total payment at 4.5%, instead of shutting the door by holding that there was no need to pay further 0.5% of Net Sales Volume when the assessee was already paying 4% towards royalty. The fact that the assessee did pay royalty at 4.5% clearly demonstrates that the payment of further 0.5% ought to have been considered as increase in the rate of royalty from 4% to 4.5%, being the international transaction to be benchmarked by considering total payment of royalty at 4.5%. As the authorities below have proceeded with the disallowance of 0.5% translating into an addition of Rs.19,96,178/-, we set-aside the impugned order on this score and remit the matter to the file of

AO/TPO for determining afresh the ALP of the international transaction of payment of royalty including towards use of Contractual Trademarks by considering the transacted value of the transaction at a combined rate of 4.5%, consisting of Payment of royalty at Rs.1,99,62,183/- and Payment of Trademark charges at Rs.19,96,178/-. If in such a fresh processing of the total royalty transaction under the transfer pricing provisions, some adjustment is called for, the same be made. Needless to say, the assessee will be allowed a reasonable opportunity of hearing.

32. In the result, the appeal is partly allowed for statistical purposes.

A.Y. 2012-13 :

33. The only issue raised in the appeal for this year is against the making of transfer pricing addition amounting to Rs.77,68,369/- towards 0.5% paid by the assessee as Compensation for Contractual Trademarks under the TLA.

34. Both the sides are in agreement that the facts and circumstances of this issue are *mutatis mutandis* similar to those raised in the appeal for the A.Y. 2011-12. We, therefore, set-aside the impugned order on this issue and remit the matter to the file of the AO/TPO for a fresh determination of the ALP of the international transaction of payment of royalty including towards use of Contractual Trademarks in conformity with the directions given hereinabove.

35. In the result, the appeal is allowed for statistical purposes.

A.Y. 2013-14 :

36. The first issue raised in this appeal is against the making of the transfer pricing addition of Rs.16,38,962/- at 0.5% of payment made by the assessee towards use of Contractual Trademarks under the TLA.

37. Here again, both the sides are in agreement that the facts and circumstances of this issue are *mutatis mutandis* similar to the ground raised in appeal for the earlier years. Following the view taken hereinabove, we set-aside the impugned order and

remit the issue to the file of AO/TPO for determining the ALP afresh of the international transaction.

38. The second issue raised in this appeal is against the addition of Rs.26,22,597/- being payment of Shared service charges.

39. The ld. AR fairly submitted that the facts and circumstances of this ground are similar to those of the A.Y. 2011-12. For this year also, the assessee could not produce any evidence to demonstrate the receipt of shared services. Further, the assessee also could not point out that the payment was on cost allocation basis without any mark up. Since the facts and circumstances for the instant year are admittedly similar to those of the assessment year 2011-12, we uphold the addition. This ground is not allowed.

40. The other contention raised by the assessee for adoption of Combined Transaction approach *qua* this transaction with the transactions under the manufacturing activity, under the TNMM is also hereby rejected by following our reasoning given above in relation to the assessment year 2011-12.

41. In the result, the appeal is partly allowed for statistical purposes.

Order pronounced in the Open Court on 20th December, 2019.

Sd/-	Sd/-
(S.S. VISWANETHRA RAVI)	**(R.S.SYAL)**
JUDICIAL MEMBER	**VICE PRESIDENT**

पुणे Pune; दिनांक Dated : 20th December, 2019
सतीश

आदेश की प्रतिलिपि अग्रेषित/Copy of the Order is forwarded to:

1. अपीलार्थी / The Appellant;
2. प्रत्यर्थी / The Respondent;
3. The CIT(A)-13, Pune
4. The Pr. CIT -5, Pune
5. विभागीय प्रतिनिधि, आयकर अपीलीय अधिकरण, पुणे
   "**सी**" / DR 'C', ITAT, Pune
6. गार्ड फाईल / Guard file

आदेशानुसार/ BY ORDER,

// True Copy //

Senior Private Secretary
आयकर अपीलीय अधिकरण ,पुणे / ITAT, Pune

		Date	
1.	Draft dictated on	18-12-2019	Sr.PS
2.	Draft placed before author	19-12-2019	Sr.PS
3.	Draft proposed & placed before the second member		JM
4.	Draft discussed/approved by Second Member.		JM
5.	Approved Draft comes to the Sr.PS/PS		Sr.PS
6.	Kept for pronouncement on		Sr.PS
7.	Date of uploading order		Sr.PS
8.	File sent to the Bench Clerk		Sr.PS
9.	Date on which file goes to the Head Clerk		
10.	Date on which file goes to the A.R.		
11.	Date of dispatch of Order.		

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