IN THE INCOME TAX APPELLATE TRIBUNAL
HYDERABAD BENCHES "A" : HYDERABAD
(THROUGH VIDEO CONFERENCE)

BEFORE SHRI S.S.GODARA, JUDICIAL MEMBER
AND
SHRI LAXMI PRASAD SAHU, ACCOUNTANT MEMBER

ITA No.	A.Y.	Appellant	Respondent
795/Hyd/15	2005-06	Meena Lahoti, Secunderabad [PAN: AADPL3898G]	Income Tax Officer, Ward-6(2), Hyderabad
77/Hyd/18	2008-09		Asst. Commissioner of Income Tax, Circle-15(1), Hyderabad

For Assessee : Shri Sanjay Sharda, AR
For Revenue : Shri Sunil Kumar Pandey, DR

Date of Hearing : 19-04-2021
Date of Pronouncement : 19-05-2021

O R D E R

PER S.S.GODARA, J.M. :

These two assessee's appeals for AYs.2005-06 & 2008-09 arise from the CIT(A)-4 & 7, Hyderabad's order(s) dated 27-02-2015 and 03-10-2017, passed in appeal Nos.0469/2014-15/ITO,Wd.6(2)/CIT(A)-4/Hyd/2014-15 & 015/2016-17; in proceedings u/s. 143(3) r.w.s.147 of the Income Tax Act, 1961 [in short, 'the Act'].

Heard both parties. Case files perused.

2. It transpires at the outset that assessee's instant twin substantive grounds in AY.2005-06's appeal ITA No.795/Hyd/2015 seek to challenge both the learned lower

authorities' action *inter alia* adding short term capital gain of Rs.51,72,920/- in the course of assessment dt.22-03-2013 and upheld in the CIT(A)'s order in AY.2005-06. The assessee's former substantive challenges correctness of the impugned short term capital gain addition and latter substantive ground (additional in nature admitted since ancillary to the main issues thereby rejecting the Revenue's technical arguments) pleads that the same ought to have been treated as profit and gain from business since she had transferred the land in issue in the nature of adventure in real estate development only.

3. Coming to the latter AY.2008-09 involving assessee's appeal ITA No.77/Hyd/2018 she has pleaded the following twin substantive grounds:

"1.In computing the total income the learned assessing officer and the Hon'ble CIT(A) have erred in rejecting the revised return filed by the assessee u/s.139(5) r.w.s.147 of the Income Tax Act, 1961.

2.The Learned Assessing Officer and the Hon'ble CIT(A) have erred in ot considering the fact that the capital gains on the transfer of land has already been brought to tax in the AY.2005-06."

4. We have given our thoughtful consideration to rival pleadings. Both the learned representatives took us to the CIT(A)'s lower appellate order forming subject matter of AY.2005-06's ITA No.795/Hyd/2015 affirming the Assessing Officer's action making the impugned short term capital gain addition as follows:

"4. Ground No.2 &. 3 relate to addition on account of Short Term Capital Gains on account of development agreement. The facts related to the same in brief are as below:

The assessee purchased a plot of land admeasuring 1088 sq. yards at Eenadu Colony, Kukatpally on 15/08/2004. She entered into a development agreement on 19/10/2004 with M/s.Ashwini Abodes, a

proprietary concern of Smt. J. Usha Kiran for construction of flats. The assessee is entitled to 11,850 sq. ft of constructed area being 44% of the total area to be constructed. The assessee has given the possession of the land to the developer. The AO after analyzing the various clauses of the development agreement concluded that there was transfer within the meaning of Sec. 2(47) of Income tax Act and brought to tax the result gains as short term capital gains as the asset was held for less than 3 years.

5. During the course of appellate proceedings, the assessee has submitted as under:

The assessee entered into a development agreement-cum-General Power_of Attorney with M/s Ashwini Abodes a proprietary concern of Smt. J.Usha Kiran on 09.10.2004, which is also registered before the Sub-Registrar, Kukatpally. As per the development agreement the owner and the developer have to fulfill certain obligations recorded ill the Document of development agreement. It is pertinent to mention here that no advance was paid to the owner by the developer. The first step in the development agreement is to obtain the sanction from the HUDA/Kukatpally Municipality for the proposed property by drawing the sketch as per the Rules and Regulations prescribed. The builder has not obtained the permission for the construction of the property during the period relevant to the subject assessment year. No activity was carried on the land by the builder as there was no permission. Therefore, the property was not handed over nor any consideration deemed/actual was received during the period relevant to the subject assessment year.

It is pertinent to mention here that the municipal sanction for the construction of the proposed complex was approved by the Kukatpally Municipality/HUDA vide proceedings No. G1/170/BA/1750/2006-07 dated 14/11/2006. Meanwhile the assessee and the developer also entered into a rectification deed Dt: 09.02.2005, which is registered as Document No.813/2005 of Sub-Registrar, Kukatpally. After obtaining permission the assessee entered into a supplemental agreement on 01/11/2006 wherein the proposed owner's share of property and builders share of property was identified correctly. Subsequent to this supplement agreement. The builder started discharging his obligations as per the agreements entered in view of the above submissions it is respectfully submitted that no transfer of property has taken place as per the provisions of the section 2(47) of the IT Act, during the period relevant to the assessment year 2005-06.

The Learned Assessing Officer on the strength of the development agreement Dt: 19.10.2004, assumed that a transfer of property has taken place as per the provisions of section 2[47] of the IT Act, during

the period relevant asst. year 2005-06 and charged the assumed consideration to capital gains tax. It is respectfully submitted that no transfer has taken place as per the provisions of section 2[47] of the IT Act, merely on account of entering into a development agreement with the builder. For the sake of convenience the provision of section 2(47] are reproduced here under:

Sec. 2(47) ["transfer", in relation to a capital asset, includes, -

(i) the sale, exchange or relinquishment of the asset; or
(ii) the extinguishment of any right therein; or
(iii) the compulsory acquisition thereof under any law; or
(iv) in a case where the asset is converted by the owner thereof into, or is treated by him as, stock-in-trade of a business carried on by him, such conversion or treatment; [or]
(iva) the maturity or redemption of a zero coupon bond; or
(v) any transaction involving the allowing of the possession of any immovable property to be taken or retained in part performance of a Contract of the nature referred to in section 53A of the Transfer of Property Act, 1882 (4 of 1882); or
(vi) any transaction (whether by way of becoming a member of, or acquiring shares in, a cooperative society, company or other association of persons or by way of any agreement or any arrangement or in any other manner whatsoever) which has the effect of transferring, or enabling the enjoyment of any immovable property.

The Assessing Officer has 1101 stated which sub section of section 2(47) is attracted ill the case of assessee Analysis of all the subsections of section 2(47) reveal that the transaction does not fall within the ambit of section 2[47][i][ii][liii][iv][iva] & [vi] of the IT Act. However, the other section which may attracts as per the assumption of the Assessing Officer is section 2[47] [v] of the IT Act, which has referred section 53A of the Transfer of Property Act, 1882. The Hon'ble ITAT, Hyderabad 'A' Bench, Hyderabad, in the case of Ms K. Radhika Vs. DCIT [ITA No.208 to 211/HYD/2011 held that to attract section 53A of the TP Act, certain conditions laid down in that section, are to be satisfied. While considering the issue, whether there is a transfer or not when the owner entered into an agreement for the development of the property by registering a development agreement with the builder, it was held by the Hon'ble Bench in paras 46 to 50 of the order, as under;

46. A plain reading of the Section 53 A of the Transfer of Property Act shows that in order that a Contract can be termed to be "of the nature referred to in Section 53A of the Transfer of Property Act" it is one of the necessary preconditions that transferee should have or is willing to perform his part of the contract, This aspect has been duly taken

note of by the Hon'ble Bombay High Court when their Lordships observed as follows:

"That, in order to attract Section 53A, the following conditions need to be fulfilled.

(a) There should be contract for consideration;
(b) It should be in writing;
(c) It should be signed by the transferor;
(d) It should pertain to the transfer of immovable property;
(e) The transferee should have taken possession of property;
Lastly, transferee should be ready and willing to perform the contract

47. Elaborating upon the scope of expression "has performed or is willing to perform", the oft quoted commentary "Mulla - The Transfer of Property Act" (9th Edn. : Published by Butterworths India), at p. 448, observes that:

"The doctrine of readiness and willingness is an emphatic way of expression to establish that the transferee always abides by the terms of the agreement and is willing to perform his part of the cont ract: Part performance, as a statutory right, is conditioned upon the transferee's willingness to perform his part of the contract in terms covenanted there under. "

Willingness to perform the roles ascribed to a party, in a contract is primarily a mental disposition. However, such willingness in the context of Section 53A of the Act has to be absolute and unconditional If willingness is studded with a condition, it is in fact no more than all offer and cannot be termed as willingness. When the vendee company expresses its Willingness to pay the amount, provided the (vendor) clears his income tax arrears, there is no complete willingness but a conditional willingness or partial willingness which is not sufficient ...

In judging the willingness to perform, the Court must consider the obligations of the parties and the sequence in which these are to be performed"

48. We are in considered agreement with the views so expressed in this commentary on the provisions of the Transfer of Property Act. It is thus clear that 'Willingness to perform' for the purposes of Section 53A is something more than a statement of intent; it is the unqualified and unconditional willingness on the part of the vendee to perform its obligations. Unless the party has performed or is willing to perform its obligations under the contract, and in the same sequence in which these are to be performed, it cannot be said that the provisions of Section 53 A of the Transfer of Property Act will come into play on the facts of that casco. It is only elementary that, unless provisions of

Section 53A of the Transfer of Property Act are satisfied on the facts of a case, the transaction in question cannot fall within the scope of deemed transfer under Section 2(47)(v) of the IT Act. Let us therefore consider whether the transferee, on the facts of the present case, can be said to have 'performed or is willing to perform' its obligations under the agreement.

49. Even a cursory look at the admitted facts of the case would show that the transferee had neither performed nor was it willing to perform its obligation under the agreement in the assessment year under consideration. The agreement based on which capital gains are sought to be taxed in the present case is agreement dated 11.05.2005 but this agreement was not adhered to by the transferee. The transferee originally made a payment of Rs.10 lakhs on 11.5.2005 and another payment of Rs.90 lakhs on the same day as refundable security deposit. However, out of this a sum of Rs.50 lakhs was said to be refundable by the landlord to the developer all 5.3.2009. As such, the assessee has received only a meager amount as receipt of part of sale consideration. Admittedly, there is no progress in the development agreement in the assessment year under consideration. The Municipal sanction for development was obtained not in this assessment year and it to as obtained only on 17.09.2006 from the Hyderabad Urban Development Authority. The sanction of the building plan is utmost important for the implementation of the agreement entered between the parties. Without sanction of the building plan, the very genesis of the agreement fails. To enable the execution of the agreement, firstly, plan is to be approved by the compete1lt authority. In fact, the building plan was not got approved by the builder in the assessment year under consideration. Until permission is granted, a developer cannot undertake construction. As a result of this lapse by the transferee, the construction was not taken place ill the assessme1lt year under consideration. There is a breach and break down of development agreement in the assessment year under consideration. Nothing is brough on record by authorities to show that there was development activity in the project during the assessment year under consideration and cost of construction was incurred by the builder/developer. Hence it is to be inferred that no amount of investment by the developer in the construction activity during tile assessment year in this project and it would amount to non-incurring of required cost of acquisition by the developer. In the assessment year under consideration, it is not possible to say whether the developer prepared to carry out those parts of the agreement to their logical end. The developer ill this assessment year had not shown its readiness or having made preparation for Ute compliance of the agreement. The developer has not taken steps to make it eligible to undertake the performance of the agreement which are the primary ingredient that make a person eligible and entitled to

make the construction. The act and conduct of the developer in this assessment year shows that it had violated essential terms of the agreement which tend to subvert the relationship established by the development agreement. Being so, it was clear that in the year under consideration, there was no transfer of not only the flats as superstructure but also the proportionate land by the assessee under the joint development agreement, As per clause no. 12.11 and 19.1 of Development Agreement-cum Power of Attorney, time is the essence of the contract and as per clause No. 12.11 the said property is to be developed and hand over the possession of the owners allocation to the owners' and or their nominees within 24 months from the date of receiving the sanction of the plan from HUDA and Municipality/Gram Panchayat with a further grace period of 3. months. But the fact remains that the transferee was not only failed to perform its obligations under the. agreement, but also unwilling to perform its obligations in the assessment' year under consideration. Even otherwise, the assessing authorities has not brought on record the actual position of the project even as on the date of assessment or he has not recorded the findings whether the developer started the construction work at any time during the assessment year under consideration or any development has taken place in the project in the relevant period. He went on to proceed on the sole issue with regard to handing over the possession of the property to the developer in part performance of the Development Agreement-cum-General power of Attorney. In our opinion, the handing over of the possession of the property is only one of the condition u/s. 53A of the Transfer of Property Act but it is not the sole and isolated condition. It is necessary to go into whether or not the transferee was 'willing to perform' its obligation under these consent terms. When transferee, by its conduct and by its deeds, demonstrates that it is unwilling to perform its obligations under the agreement in this assessment year, the date of agreement ceases to be relevant. In such a situation, it is only the actual performance of transferee's obligations which can give rise to the situation envisaged in Section 53A of the Transfer of Property Act. On these facts, it is not possible to hold that the transferee was willing to perform its obligations in the financial year in which the capital gains are sought to be taxed by the Revenue. We hold that this condition laid down under Section 53A of the Transfer of Property Act was not satisfied in this assessment year. Once We come to the conclusion that the transferee was not 'willing to perform' as stipulated by and within meanings assigned to this expression under Section 53A of the Transfer of Property Act, its Contractual obligations ill this previous year relevant to the present assessment year, it is only a corollary to this finding that the development agreement dt. 11.5.2005 based on which the impugned taxability of capital gain is imposed by the AO and upheld by the CIT(A), cannot

be said to be a "contract of the nature referred to in Section 53A of the Transfer of Property Act" and, accordingly, provisions of Section 2(47)(v) cannot be invoked on the facts of this case Chaturbhuj Dwarkadas Kapadia v. Oil's case (supra) undoubtedly lays down a proposition Which, more often than not, favours the Revenue, but, on the facts of this case, the said judgment supports the case of the assessee inasmuch as 'willingness to perform' has been specifically recognized as one of the essential ingredients to cover a transaction by the scope of Section 53A of the Transfer of Property Act. Revenue does not get any assistance from this judicial precedent. The very foundation of Revenue's case is thus devoid of legally sustainable basis.

50. That is clearly an erroueous assumption, and an the provisions of deemed transfer under Section 2(47)(v) could not have been invoked on the facts of the present case and for the assessment year in dispute before us. In the present case, the situation is that the assessee has received only a 'meager amount' out of total consideration, the transferee is avoiding adhering to the agreement and there is no evidence brought on record by the revenue authorities to show that there was actual construction has been taken place at the impugned property in the assessment year under consideration and also there is no evidence to show that the right to receive the sale consideration was actually accrued to the assessee. Without accrual of the consideration to the assessee, the assessee is not expected to pay capital gains on the entire agreed sales consideration. When time is essence of the contract, and the time schedule is not adhered to, it cannot be said that such a contract confers any rights on the vendor/landlord to seek redressal under Section 53A of the Transfer of Property Act. This agreement cannot, therefore, be said to be in the nature of a contract referred to in Section 53A of the Transfer of Property Act. It cannot, therefore, be said that the provisions of Section 2(47)(v) will apply in the situation before us. Considering the facts and circumstances of the present case as discussed above, we are of the considered view that the assessee deserves to succeed on reason that the capital gains could not have been taxed in the in this assessment year in appeal before us. The other grounds raised by the assessees in their appeals have become irrelevant at this point of time as we have held that provisions of section 2(47)(v) will not apply to the assessees in the assessment year under consideration. Consequently, the appeal filed by the revenue in ITA No. 328 to 331/Hyd/2011 have become infructuous and dismissed accordingly.

With the above observation the Hon'ble Bench held that there is no transfer to attract the capital gains. In the case of assessee also the so called developer/builder has not initiated any activities for the development of the property during the period relevant to the subject

assessment year. The basic requirement for the development of the' property is the obtaining of permission from Appropriate Authorities/HUDA. no such sanction has been obtained by the builder/developer till the end of Oct 2006. In the absence of such permission no further activity towards the development has been taken place on the subject land. The state of condition of the subject land can be verified by the Department from the concerned Authorities or from the Developer. Therefore, the transferee has not performed or was willing to perform any of the conditions laid in the development agreement upto 14.11.2006. Therefore, there is no certainty of fulfillment of any of the conditions by the Developer during the period relevant to the subject assessment year. In this scenario it cannot be said that a transfer has taken place as per the provisions of section 2[471 of the IT Act to attract the capital gains .

From the facts 01 the case it is clear that willingness to perform the obligations of the development agreement was lagging on the part of developer therefore, unless the developer has performed or willing to perform its obligations under the development agreement, ill the sequence in which these are to be performed i.e. starting with obtaining permission for construction from the Appropriate Authority and then starting the real development work of the property, it cannot be said that the provisions of the Section 53A of the transfer of property Act will come into play on the facts of the case. Therefore, it is respectfully submitted that no transfer has taken place during the period relevant to the subject assessment year.

The issue of charging of capital gains, merely on entering into a development agreement where no development work was started, came before the Hon'ble ITAT, Hyderabad in the case of M/s Fibars Infratech Pvt Ltd Vs ITO ward-1 (2). Hyderabad, ITA No. 477/Hyd/2013, Dt: 03.01.2014. and M/s Binjusaria Properties Pvt Ltd Vs ACIT (Central Circle), Hyderabad, ITA No.157/Hyd/11 Dt: 04.04.2014. In both the cases the Hon'ble 'B' Bench held that no transfer has taken place as per the provisions of section 2(47) of the IT Act and therefore, no capital gains are to be charged.

Considering the facts and circumstances of the case and the rationale of the Jurisdictional ITAT Pronouncements in the case Ms.K.Radhika, M/s.Fibars Infratech Pvt. Ltd. And M/s.Binjusaria Properties Pvt. Ltd., the Hon'ble Commissioner is requested.

6. The factual position brought out in the assessment order, submissions of the assessee during the assessment proceedings and the appellate proceedings are considered. The basic issue raised by the assessee is regarding the year of assessability. The assessee is not disputing the taxability of income on account of development agreement. The issue raised is regarding the year of taxability.

Relying on the decision of the Hon'ble ITAT in the case of Ms. K. Radhika Vs DCIT (ITA No.208 to 211/Hyd/2011) and M/s. Fibars Infratech Pvt. Ltd. (ITA No. 477/Hyd/2013), the assessee's contention is that where there is no willingness on part of the builder, there is no transfer as contemplated u/s. 2(47) of Income tax Act, 1961. In this case the agreement is dated 19/10/2004. The assessee contended that no construction work was started before 14/11/2006 and hence, it cannot be said that the 'transfer' took place during the period relevant to this assessment year ie. 2005-06.

7. In this context it is seen that the assessee has entered into development agreement-nun-general power of attorney on 19/10/2004. The agreement clearly show that possession of the property was handed over to the developer clause 4(c) is reproduced for the sake of easy reference which is as under:

"4(C) The owner shall at her cost and expense demolished the existing sheds itc., in the schedule I property and handed over the vacant site to the developer pending the release of the sanctioned pans by HUDA / Kukatpally Municipality to enable the Developer to star construction work.

Further, the assessee has entered into a rectification deed on 09/02/2005, which again falls in the period relevant to the assessment year 2005-06.

8. The assessee again entered into a supplemental agreement on 21/11/2006. On perusal of the same, it is seen that the same is entered into, basically to identify the flats which would be given to the assessee, after the building plans have been approved. The agreement dated 21/11/2006 contains a specific clause as under:

"All other terms and conditions contained in the Registered Development Agreement cum General Power of Attorney dated 19/10/2004 read with Rectification Deed dated 09/02/2005 and the Supplemental Agreement dated 19/10/2004 shall be in full farce and virtue".

The above clause clearly shows that the developer is very much bound by the development agreement dated 19/10/2004 and is willing to perform the duties cast on him and has been acting on the same.

9. In view of the factual position as stated in paras 6,7 supra, it is clear that the possession of the flat was handed over to the developer in terms of development agreement on 19/10/2004 and none of the terms and conditions underwent any major charges subsequently, it has to be held that 'transfer' as contemplated u/s. 2(47) took place during the period relevant to AY 2005-06 only. After the development

agreement dated 19/10/2004 and rectification deed dated 09/02/2005, the developer has definitely got the plans prepared and applied for required permission which resulted in getting approval on 14/11/2006. Accordingly, it cannot be said that the developer was not willing to act/ perform his obligation under the agreement dated 19/10/2004. Non-starting of construction can not be a ground, as it would take time to get the necessary approvals. The same cannot change the date of 'transfer' for the purpose of calulation of capital gains.

9. Hon'ble AP High Court in the case of Potla Nageshwar Rao Vs DCIT (ITTA No. 245 of 2014) has held that transfer under a development agreement takes place on handing over possession. Capital gains are chargeable to tax even if no consideration is received by the assessee.

10. Accordingly, it is held that the capital gains arose during the period relevant to A Y 2005-06 and the AO has rightly brought the short term capital gains to tax. The addition made by the AO is confirmed. The grounds of appeal of assessee related to above issue are dismissed".

5. Learned counsel first of all stated very fairly that there is no dispute raised at the assessee's behest regarding correctness of the both the lower authorities' action treating the impugned development agreement dt.15-08-2004 with M/s.Ashwini Abodes for construction of flats and to receive the developed area to this effect having ratio of 44:56; party-wise; respectively as amounting to transfer u/s.2(47)(v) of the Act. We thus affirm the learner lower authorities' action to this effect.

5.1. Learned counsel's next argument is that both the learned lower authorities have erred in law and on facts in adding impugned short term capital gains of Rs.51,72,920/- thereby ignoring the clinching fact that she had in fact indulged in development of her land in issue in the nature of adventure in real estate. We find no merit in the assessee's instant stand. It

emerges from a perusal of pg.16 to 35 in paper book containing the assessee's development agreement that she had herself not undertaken any development activity indicating the adventure component which in fact had been borne by the concerned developer only. We also wish to highlight the fact that the parcel of land has remained the same in AYs.2005-06 to 2008-09 wherein the assessee has herself accepted the learned lower authorities' action treating the developed area as the capital asset only giving rise to long term capital gains. We rather note that the assessee has claimed Section 54 deduction of Rs.69,27,420/- AY.2008-09 as well. We thus hold that the assessee's divergent stand in treating herself as engaged in adventure in real estate development in AY.2005-06 and capital gains in AY.2008-09 does not deserve to the concurred with. We therefore decline her argument that the plot of land purchased on 15-08-2004 followed by the development agreement within a very short span of time i.e., 19-10-2004 could give rise to huge profits in the nature of business income only. The assessee's main as well as additional grounds fail accordingly.

6. Learned counsel's third argument is that both the lower authorities have erred in adopting the erroneous measurements of the developed area as well as rate thereof to the tune of Rs.500 per sq. ft. in AY.2005-06 without any basis thereof. This argument also does not found to be carrying any merit since the assessee had pleaded the very corresponding grounds 4 and 5 in her Form-35 before the CIT(A) which had not even been pressed during the course of lower appellate

proceedings. We further make it clear that she has not pleaded any such ground in the instant appeal as well (supra). We thus decline her instant first appeal ITA No.795/Hyd/2015 raising the foregoing twin issues.

7. Next comes assessee's appeal ITA No.77/Hyd/2018 for AY.2008-09 raising the twin substantive grounds *inter alia* that both the lower authorities have erred in law and on facts in treating here revised return as not valid since filed belatedly on 26-10-2015 thereby not giving credit of the income from capital gains assessed in AY.2005-06 (supra).

7.1. Mr.Pandey's vehement contention is that Section 148/147 mechanism comes into play in case of escapement of taxable income against the assessee and for Revenue's benefit only wherein a new claim could not be allowed to be raised; and that too, by way of filing such a belated revised return. He quoted hon'ble apex court's decision in (1992) [198 ITR 297] (SC) CIT Vs. Sun Engineering Works. We find no merit in Revenue's stand *per se* since the assessee has claimed credit of the corresponding income pertaining to the developed area which already stood taxed in former AY.2005-06 herein above. Her case in other words is that very income ought not to be subjected to double assessment. It is an admitted fact that their lordship's decision herein nowhere dealt with an instance of double addition *per se* as is the assessee's case before us. We therefore restore the instant issue back to the Assessing Officer to frame his necessary computation afresh after ensuring that whatever the assessee's income has been assessed in preceding assessment year(s) would not be treated

as her income escaping assessment pertaining to AY.2008-09. Necessary computation to this effect shall follow as per law.

This latter appeal ITA No.77/Hyd/2018 is accepted for statistical purposes in above terms.

8. The assessee's former appeal ITA No.795/Hyd/2015 is dismissed and her latter appeal ITA No.77/Hyd/2018 is treated as allowed for statistical purposes in above terms. A copy of this common order be placed in the respective case files.

Order pronounced in the open court on 19th May, 2021

Sd/-	Sd/-
(LAXMI PRASAD SAHU)	**(S.S.GODARA)**
ACCOUNTANT MEMBER	**JUDICIAL MEMBER**

Hyderabad,
Dated: 19-05-2021

TNMM

Copy to :

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2.Asst. Commissioner of Income Tax, Circle-15(1), Hyderabad.

3.The Income Tax Officer, Ward-6(2), Hyderabad.

4.CIT(Appeals)-4, Hyderabad.

5.CIT(Appeals)-7, Hyderabad.

6.CIT-6, Hyderabad.

7.Pr.CIT-7, Hyderabad.

8.D.R. ITAT, Hyderabad.

9.Guard File.