

INCOME TAX APPELLATE TRIBUNAL
DELHI BENCH "D": NEW DELHI

BEFORE SHRI R. K. PANDA, ACCOUNTANT MEMBER
AND
SHRI N. K. CHOUDHRY, JUDICIAL MEMBER
(Through video Conferencing)

ITA Nos. 2674 to 2683/Del/2014
(Assessment Years: 2005-06, 2008-09 to 2011-12)

M/s. Mentor Graphics (Sales & Services Pvt. Ltd, B-92, 9 th Floor, Himalaya House, 23 KG Marg, New Delhi PAN: AAAADCM9516F (Appellant)	Vs.	DDIT, Circle-1(1), International Taxation, New Delhi (Respondent)
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Assessee by : Shri Tarandeep Singh, Ld. Adv

Revenue by: Smt Naina Soin Kapil, Ld. CIT DR

Date of Hearing: 21/02/2022

Date of pronouncement: 25/02/2022

ORDER

PER BENCH:

1. These batch of 10 appeals have been preferred by the Assessee/Appellant herein against the consolidated order dated 28-02-2014 impugned herein, passed by the Ld. Commissioner of Income Tax- XXIX New-Delhi (in short 'Ld. Commissioner'), whereby the Ld. Commissioner upheld the consolidated Assessment Order dated 30-11-2011 u/s 201 read with order 27-12-2011 u/s 154 of the Act, passed by the Deputy Director of Income Tax (Int. Taxation, Circle 1 (1) Bangalore (herein after referred to as " Ld. AO ").

2. The Assessee has submitted and not denied by the Id. DR to the effect that facts and issues involved in all the appeal are exactly similar, hence considering the submissions of the parties and perusing the relevant record, we deem it appropriate to decide the appeals under consideration simultaneously by this composite order and for brevity shall quote the facts and issues involved in ITA No. 2674 (AY 2005-06) as a lead case and the result of the same shall apply mutatis mutandis to all the appeals.

3. Brief facts of the case are as under:-

“The Assessee is an Indian company incorporated in the year 2004 in Karnataka and has entered into International Distribution Agreement (‘distribution agreement’) with Mentor Graphics (Ireland) Limited (‘MGI’) on 1st Sept 2005 for the purpose of marketing and distribution in India of certain software products developed by MGI. Mentor Graphics Corporation is a world leader in Electronic Design Automation (EDA) Tools business, having annual sales of about \$800 Million and is headquartered in the USA. Mentor Graphics provides software and hardware design solutions that enable companies to develop better electronic products faster and more cost-effectively. Under the distribution agreement the Assessee Company undertakes direct sales of products purchased from MGI to customers in India. The Assessee Company is also engaged in marketing and sales support services including product marketing, promotional and customer liaison services and after sales support sales with respect to the software products developed by MGI. Under the direct sales model MGSS undertakes purchase of products from MGI and resells these products to customers in India. MGSS enters into product sale and support agreement with customers in India. Under the distribution agreement, MGSS had made payment of Rs.95,222,391 in the month of March

2011 to MGI for purchase of software products for distribution to end customers in India. The payment for purchase of software products was made without deduction of tax at source.”

3.1 The Ld. AO considering the facts to the effect that the payment for purchase of software products was made without deduction of tax at source and the Assessee has not complied with the provisions of section 195 of the Act, initiated the proceedings u/s 201(1) of the Act by issuing a notice dated 20.06.2011 asking the Assessee to show cause as to why it should not be treated as an Assessee in default qua tax not deducted at source in respect of payment of Rs. 95,222,391/-.

3.2 Against the said show cause notice, the Assessee vide submission dated 01.07.2011 claimed that the MGI has appointed the Assessee as distributor with non-exclusive rights to market its products and no transfer of rights in respect of any copyright (as contemplated in the aforesaid section 9(1)(vi) of the Act) is extended under the distribution agreement. As per distribution agreement the Assessee has no right to alter, deface, remove, cover, mutilate, or add to, in any manner whatsoever, any patent notice, copyright notice, trademark, serial number, model number or brand name that MGI may attach or affix to products. The company or the end users have no right to reproduce or make copies and exploit the software for commercial use meaning thereby no exclusive rights of the software is parted away by MGI and therefore, mere use of copyrights software would not be covered within the ambit of the definition of 'Royalty' and only the payments made for exploitation of any copyright can be treated as 'Royalty' which is not the case here.

3.3 The Ld. AO after examining the case of the assessee and perusing various decisions of different Hon'ble High Courts including relied upon by the Assessee, vide order dated 30-11-2011, held the transactions between the Assessee and MGI as 'ROYALTY' in nature and therefore subjected to deduction of tax u/s 195 of the Act and consequently added the amount of Rs 97,01,358/- for the AY 2005-06 u/s 201 of the Act, in the income of the Assessee. Concluding part of the order u/s 201 of the Act passed by the Ld. AO is reproduced hereunder.

From the above discussion, it is proved that the payments made by the Assessee to MGI during the F.Y.s 05-06 and FYs 08-09 to 11-12 in terms of the Distribution Agreement entered into by it with MGI, constitute Royalty, both under Sec.9(l)(vi) of the Income Tax Act, 1961, and under the Double Taxation Avoidance Agreement between India and Ireland, and is chargeable to tax in India. As per Sec. 195 of the Income Tax Act, the Assessee was liable to deduct tax at source on the royalty payments to MGI.

But no tax had been deducted by the Assessee thereon either at the time of crediting or subsequently. As the Assessee has failed to discharge its obligation to deduct tax at source as stipulated u/s. 195 of the Income Tax Act, 1961, as per the provisions of Sec.201(l) of the Income Tax Act, 1961, for the asst, years 06-07, 09-10 to 12-13, M.GSS is held to be an Assessee as Assessee in default in respect of tax not deducted at source in respect of royalty payments to MGI. It is liable to pay the tax deductible in this regard along with the interest u/s. 201(1A).

5- Tax Liability of the Assessee;

The total payments made by the Assessee to MGI towards purchase of software since its inception, without deducting the tax at source as per the provisions of Sec. 1.95, are as under:

<i>Financial year</i>	<i>Payment in Rs.</i>
2005-06	97,01,358
<i>2008-09</i>	<i>7,03,21,114</i>
<i>2009-10</i>	<i>751,99,739</i>
<i>2010-11</i>	<i>11,08,70,755</i>
<i>2011-12</i>	<i>10,96,93,365</i>
<i>Total</i>	<i>31,57,86,331</i>

The tax liability of the Assessee, MGSS, u/s.201(1) & 201(1A) for the above financial years is determined as under:

<i>Fin ancial year</i>	<i>Asst. Year</i>	<i>Tax u/s.201(l)</i>	<i>Tax u/s.201(l A)</i>	<i>Total</i>
2005-06	2006-07	970154	6807065	7777219
<i>2008-09</i>	<i>2009-10</i>	<i>7032111</i>	<i>28338822</i>	<i>35370933</i>
<i>2009-10</i>	<i>2010-11</i>	<i>1519974</i>	<i>4225848</i>	<i>5745822</i>
<i>2010-11</i>	<i>2011-12</i>	<i>11087076</i>	<i>13649511</i>	<i>24736587</i>
<i>2011-12</i>	<i>2012-13</i>	<i>10969336</i>	<i>5285049</i>	<i>16254385</i>
TOTAL		31578651	58306295	89884946

Penalty proceedings u/s 271 C(l)(a) is initiated for failure to deduct tax at source. Notice of Demand u/s.1.56 issued accordingly.”

4. Against the order u/s 201 of the Act, the Assessee preferred an application u/s 154 of the Act for re-computation of interest levied u/s 201(1A) of the Act which was allowed by theLd. AO vide order dated 27.12.2011.

5. The Assessee also preferred first statutory appeal before the Id. Commissioner challenging the determination of transactions of the Assessee with MGI as 'ROYALTY' in nature and subject to

deduction of TDS u/s 195 of the Act by the Ld. AO. The Ld. Commissioner upheld the action of the Ld. AO in determining the transactions with MGI in the nature of royalty income in the hands of the MGI, taxable in India. Further, held that the appellant was obligated u/s 195 of the Act which, it has failed to do so and therefore, the action of AO in treating the appellant as 'Assessee in default' is upheld.

6. The Appellant being aggrieved by the impugned order passed by the Ld. Commissioner, preferred the instant appeal by raising following grounds of appeal:-

“1. That on facts and in law the orders passed by Commissioner of Income Tax (Appeals) (hereinafter referred to as “the CIT(A)”} and the Deputy Director of Income Tax (hereinafter referred to as “AO”) are void ab-initio and bad in law.

2. That on facts and in law the CIT(A) erred in not appreciating that the order read with section 154 of the Income Tax Act, 1961 dated 30th November passed by the AO for financial year 2005-06 pursuant to issue of show cause not 20th June 2011 is barred by limitation.

3. That on facts and in law the CIT(A) erred in upholding the action of AO in g the appellant as an “assessee in default” u/s 201(1) r.w section 195 of the Act for non-deduction of tax on payments of Rs 97,01,538/- made to M/s Mentor Graphics (Ireland) Limited (MGI).

3.1 That on facts and in law the CIT(A) erred in holding that payments made to MGI is taxable in India as income from “Royalty” as defined under the provisions of the Income Tax Act and the Agreement for Avoidance of Double Taxation (AADT).

4. That on facts and in law the CIT(A) erred in holding / observing that:

a) From the perspective of customer, the appellant is the owner of copyright of the software.

- b) *The appellant has been authorized by MGI to issue copies of software.*
- c) *The activities by the appellant fall within the scope of section 14 of the Copyright Act, 1957.*
- d) *That copyright in software has been transferred by MGI to the appellant for the purposes of commercial exploitation.”*

6.1 The Assessee has submitted that payments made to MGI cannot be determined as “Royalty” as defined under the provisions of the Income Tax Act and the Agreement for Avoidance of Double Taxation (AADT) and even otherwise in the absence of Permanent Establishment (‘PE’) of the MGI in India, the Assessee was not under obligation to deduct the TDS u/s 195 of the Act as the MGI is not assessable to income tax in India.

6.2 It was also claimed by the Assessee that issues involved in the instant cases are squarely covered by the recent Judgement of the Hon’ble Apex Court in Engineering Analysis Centre for Excellence Private Limited Vs. Commissioner of Income Tax & Another – AIR 2021 SC 124 and 432 ITR 471 (SC).

7. The Ld. DR relied upon the orders passed by the authorities below.

8. Heard the parties and perused the material available on record. In this case two issues are involved:

First relates to the treatment of transactions between the Assessee and MGI (foreign company) as ‘ROYALTY’.

Second relates to applicability of provisions of the Act u/s 195 of the Act, qua payments made by the Assessee to the

MGI (foreign company).

9. Let us peruse the judgement of Hon'ble Apex Court in the case of Engineering Analysis Centre for Excellence Private Limited Vs. Commissioner of Income Tax & another (Supra) which claimed by the Assessee having dealt with the identical issue. For brevity and ready reference, relevant and concluding paras of the aforementioned Judgment are reproduced as under:

“ 3. One group of appeals arises from a common judgment of the High Court of Karnataka dated 15.10.2011 reported as CIT v. Samsung Electronics Co. Ltd., (2012) 345 ITR 494, by which the question which was posed before the High Court, was answered stating that the amounts paid by the concerned persons resident in India to non-resident, foreign software suppliers, amounted to royalty and as this was so, the same constituted taxable income deemed to accrue in India under section 9(1)(vi) of the Income Tax Act, 1961 [“Income Tax Act”], thereby making it incumbent upon all such persons to deduct tax at source and pay such tax deductible at source [“TDS”] under section 195 of the Income Tax Act. This judgment dated 15.10.2011 has been relied upon by the subsequent impugned judgments passed by the High Court of Karnataka to decide the same question in favour of the Revenue.

4. *The appeals before us may be grouped into four categories:*

- i) The first category deals with cases in which computer software is purchased directly by an end-user, resident in India, from a foreign, non-resident supplier or manufacturer.*
- ii) The second category of cases deals with resident Indian companies that act as distributors or resellers, by purchasing computer software from foreign, nonresident suppliers or manufacturers and then reselling the same to resident Indian end-users.*
- iii) The third category concerns cases wherein the distributor happens to be a foreign, non-resident vendor, who, after purchasing software from a foreign, nonresident seller, resells the same to resident Indian distributors or end-users.*
- iv) The fourth category includes cases wherein computer software is affixed onto hardware and is sold as an*

integrated unit/equipment by foreign, non-resident suppliers to resident Indian distributors or end-users.

27. *The machinery provision contained in Section 195 of the Income Tax Act is inextricably linked with the charging provision contained in Section 9 read with Section 4 of the Income Tax Act, as a result of which, a person resident in India, responsible for paying a sum of money, “chargeable under the provisions of [the] Act”, to a non-resident, shall at the time of credit of such amount to the account of the payee in any mode, deduct tax at source at the rate in force which, under Section 2(37A)(iii) of the Income Tax Act, is the rate in force prescribed by the DTAA. Importantly, such deduction is only to be made if the non-resident is liable to pay tax under the charging provision contained in Section 9 read with Section 4 of the Income Tax Act, read with the DTAA. Thus, it is only when the non-resident is liable to pay income tax in India on income deemed to arise in India and no deduction of TDS is made under Section 195(1) of the Income Tax Act, or such person has, after applying Section 195(2) of the Income Tax Act, not deducted such proportion of tax as is required, that the consequences of a failure to deduct and pay, reflected in Section 201 of the Income Tax Act, follow, by virtue of which the resident-payee is deemed an “Assessee in default”, and thus, is made liable to pay tax, interest and penalty thereon. This position is also made amply clear by the referral order in the concerned appeals from the High Court of Karnataka, namely, the judgment of this Court in GET Technology (supra).*

47. *In all these cases, the “licence” that is granted vide the EULA, is not a licence in terms of Section 30 of the Copyright Act, which transfers an interest in all or any of the rights contained in Sections 14(a) and 14(b) of the Copyright Act, but is a “licence” which imposes restrictions or conditions for the use of computer software. Thus, it cannot be said that any of the EULAs that we are concerned with are referred to Section 30 of the Copyright Act, inasmuch as Section 30 of the Copyright Act speaks of granting an interest in any of the rights mentioned in Sections 14(a) and 14(b) of the Copyright Act. The EULAs in all the appeals before us do not grant any such right or interest, least of all, a right or interest to reproduce the computer software. In point of fact, such reproduction is expressly interdicted, and it is also expressly stated that no vestige of copyright is at all transferred, either to the distributor or to the end-user. A simple illustration to explain*

the aforesaid position will suffice. If an English publisher sells 2000 copies of a particular book to an Indian distributor, who then resells the same at a profit, no copyright in the aforesaid book is transferred to the Indian distributor, either by way of licence or otherwise, inasmuch as the Indian distributor only makes a profit on the sale of each book. Importantly, there is no right in the Indian distributor to reproduce the aforesaid book and then sell copies of the same. On the other hand, if an English publisher were to sell the same book to an Indian publisher, this time with the right to reproduce and make copies of the aforesaid book with the permission of the author it can be said that copyright in the book has been transferred by way of licence or otherwise, and what the Indian publisher will pay for, is the right to reproduce the book, which can then be characterized as royalty for the exclusive right to reproduce the book in the territory mentioned by the licence.

53. *There can be no doubt as to the real nature of the transactions in the appeals before us. What is “licensed” by the foreign, non-resident supplier to the distributor and resold to the resident end-user, or directly supplied to the resident end-user, is in fact the sale of a physical object which contains an embedded computer programme, and is therefore, a sale of goods, which, as has been correctly pointed out by the learned counsel for the assessee, is the law declared by this Court in the context of a sale tax statute in *Tata Consultancy Services v. State of A.P.*, 2005(1) SCC 308 (see paragraph 27).*

56. *What is made clear by the judgment in *GE Technology (supra)* is the fact that the “person” spoken of in section 195(1) of the Income Tax Act is liable to make the necessary deductions only if the non-resident is liable to pay tax as an Assessee under the Income Tax Act, and not otherwise. This judgment also clarifies, after referring to CBDT Circular No. 728 dated 30.10.1995, that the tax deductor must take into consideration the effect of the DTAA provisions. The crucial link, therefore, is that a deduction is to be made only if tax is payable by the non-resident assessee, which is underscored by this judgment, stating that the charging and machinery provisions contained in sections 9 and 195 of the Income Tax Act are interlinked.*

171. *The Revenue, therefore, when referring to “royalties” under the DTAA, makes a distinction between such royalties, no doubt in the context of technical services, and remittances for supply of computer software, which is then treated as business profits, taxable under the relevant DTAA depending upon whether there is a PE through which the assessee operates in India. This is one more circumstance to show that the Revenue has itself appreciated the difference between the payment of royalty and the supply/use of computer software in the form of goods, which is then treated as business income of the assessee taxable in India if it has a PE in India.*

172. *Given the definition of royalties contained in Article 12 of the DTAA mentioned in paragraph 41 of this judgment, it is clear that there is no obligation on the persons mentioned in S. 195 of the Income Tax Act to deduct tax at source, as the distribution agreements/EULAs in the facts of these cases do not create any interest or right in such distributors/end-users, which would amount to the use of or right to use any copyright. The provisions contained in the Income Tax Act (S. 9(1)(vi), along with explanations 2 and 4 thereof), which deal with royalty, not being more beneficial to the assessee, have no application in the facts of these cases.*

173. *Our answer to the question posed before us, is that the amount paid by resident Indian end-users/distributor to non-resident computer software manufacture/suppliers, as consideration for the sale/use of the computer software through EULAs/distribution agreements, is not the payment of royalty for the use of copyright in the computer software, and that the same does not give rise to any income taxable in India, as a result of which the persons referred to in Section 195 of the*

Income Tax Act were not liable to deduct any TDS under Section 195 of the Income Tax Act. The answer to this question will apply to all four categories of cases enumerated by us in paragraph-4 of this judgment.

174. *The appeals from the impugned judgments of the High Court of Karnataka are allowed, and the aforesaid judgments are set aside. The ruling of the AAR in Citrix Systems (AAR) (supra) is set aside. The appeals from the impugned judgments of the High Court of Delhi are dismissed.”*

10. As per International Distribution Agreement between Assessee and Mentor Graphics (Sales and Services) Private Limited, the Assessee was appointed as distributor on the following terms and conditions, we are reproducing relevant part only:

2.1 **Appointment as Distributor.** MGI hereby appoints MGSS as its Distributor with the nonexclusive right to market the Products in the Indian region, subject to the provisions hereof. The right to market under this Agreement means that MGSS has the following rights to be exercised solely in India:

2.1.1. To use reasonable quantities of the Products for demonstration and training purposes at MGSS’s facilities;

2.1.2. To sell Storage Media and Documentation and enter into User Agreements for Software with end-user in India;

2.1.3. To use solely for the purpose of marketing the Products under this Agreement, the trademarks, service marks, and trade names which MGI may at any time own, adopt, use or register with respect to the Products or its business;

2.1.4. To translate promotional literature, if necessary, in connection with the Products and to reproduce and distribute reasonable quantities thereof, including the trademarks, service marks and trade names of MGI, as long as the quality is satisfactory to MGI and any use thereof inures to the benefit of MGI; and

2.1.5. To appoint Distributors with the prior approval of MGI

2.1.6. MGI grants to MGSS a royalty free license to produce a reasonable number of Sales Promotion Software for each specific sales promotion planned by MGSS and distribute or sublicense to use it at no charge to MGSS's prospects in India for its 60-day evaluation purpose only.

2.2 **Appointment as Support Representative.** MGI hereby further appoints MGSS as its authorised technical support representative in India and grants MGSS the right to use the Confidential Information solely in connection with and to the extent reasonably necessary for the support of the Products within India.

2.3 **Relationship between Parties.** The relationship of MGI and MGSS established by this Agreement is of seller and buyer or independent contractors. Nothing in this Agreement shall be construed to (i) give either party the power to direct or control the daily activities of the other party, or (ii) constitute the parties as principal and agent, employer and employee, partners, joint ventures, co-owners or otherwise as participants in a joint undertaking. MGI and MGSS understand and agree that, except as specifically provided for in this Agreement. MGI does not grant MGSS the power or authority to make or give any agreement, statement, responsibilities, warranty or other commitment on behalf of MGI, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of MGI, or to transfer, release or waive any right, title or interest of MGI.

2.4 **Reservation of Rights.** MGI hereby reserves all right to the Products. Confidential information, Intellectual Property Rights and to any other technology owned by or licensed to the MGI that are not specifically granted to the MGSS hereunder. MGSS specifically acknowledges that (i) no right granted by MGI under this Agreement shall entitle MGSS to sublicense to any other Person the Confidential information, Intellectual Property Rights and any other technology owned by or licensed to MGI; (ii) MGI may discontinue developing, producing or providing any or all Products at its discretion at any time; and (ii) MGI reserves all rights to prosecute infringement actions in the PacRim.

7.1 **Notices, Marks, Legends and Name.** MGSS shall not alter, deface, remove, cover, mutilate, or add to. in any manner whatsoever, any patent notice, copyright notice, trademark, trade name, serial number, model number or brand name that MGI may attach or affix to the Products, except

to translate them into another language for the better protection of MGI's Intellectual Property Rights.

10.1 From the clauses of the aforesaid agreement, it appears that the Assessee was appointed as a distributor/licensee only by the MGI for the sale of its products manufactured, while reserving all rights including ownership of material with it and without assigning or giving any copyright to the Assessee and without giving rights of modifications to the 'user agreements' as well.

10.2 The Hon'ble Apex Court in the aforesaid Judgment in the conclusion held *that the amounts paid by resident Indian end-users/distributor to non-resident computer software manufacture/suppliers, as consideration for the sale/use of the computer software through EULAs/distribution agreements, is not the payment of royalty for the use of copyright in the computer software, and that the same does not give rise to any income taxable in India, as a result of which the persons referred to in Section 195 of the Income Tax Act were not liable to deduct any TDS under Section 195 of the Income Tax Act. The answer to this question will apply to all four categories of cases enumerated by us in paragraph 4 of this judgment.* So, considering the peculiar facts and circumstances of this case to the effect that the Assessee was granted a distributorship/license to sell the products manufactured by the MGI, with a condition not to make or assign any copyright therein and while reserving all rights including ownership of material with it, goes to show that the transaction between the Assessee and the MGI cannot be termed as 'ROYALTY' but in fact the same amounts to sale of goods only on the basis of distributorship/license .

11. The second issue, pertains to the applicability of provisions of the Act u/s 195 of the Act, qua payments made by the Assessee to the MGI (foreign company) having no 'PE" in India and therefore not assessable to income tax in India. The Hon'ble Apex Court in the aforesaid case categorized four types of cases as mentioned below:

(a) The first category deals with cases in which computer software is purchased directly by an end-user, resident in India, from a foreign, non-resident supplier or manufacturer.

(b) The second category of cases deals with resident Indian companies that act as distributors or resellers, by purchasing computer software from foreign, nonresident suppliers or manufacturers and then reselling the same to resident Indian end-users.

(c) The third category concerns cases wherein the distributor happens to be a foreign, non-resident vendor, who, after purchasing software from a foreign, nonresident seller, resells the same to resident Indian distributors or end-users.

(d) The fourth category includes cases wherein computer software is affixed onto hardware and is sold as an integrated unit/equipment by foreign, non-resident suppliers to resident Indian distributors or end-users.

11.1 The Hon'ble Apex Court in in para no. 173 of its judgment finally held the persons of all four categories, referred to in Section 195 of the Income Tax Act were not liable to deduct any TDS under Section 195 of the Income Tax Act. For ready reference the conclusion is again reproduced below:

“That the amount paid by resident Indian end-users/distributor to non-resident computer software manufacturer/suppliers, as consideration for the resale/use of the computer software through EULAs/distribution agreements, is not the payment of royalty for the use of copyright in the computer software, and that the same does not give rise to any income taxable in India, as a result of which the persons referred to in Section 195 of the Income Tax Act were not liable to deduct any TDS under Section 195 of the Income Tax Act. The answer to this question will apply to all four categories of cases enumerated by us in paragraph-4 of this judgment.”

11.2 In the instant case admittedly the Assessee dealt with the MGI which is admittedly a foreign company and having no 'PE' in India and thus the case of the Assessee falls under 2nd category of cases 'which deals with resident Indian companies that act as distributors or resellers, by purchasing computer software from foreign, non-resident suppliers or manufacturers and then reselling the same to resident Indian end-users' and as per dictum of the Hon'ble Apex Court, the Assessee was not liable to deduct any TDS under Section 195 of the Income Tax Act, hence respectfully following the dictum of the Hon'ble Apex Court, we are inclined to delete the addition made by the Ld. AO and sustained by the Ld. Commissioner, hence the same stands deleted. Consequently

appeal of the Assessee stands allowed.

12. In view of the result of ITA No. 2674 (AY 2005-06), remaining appeals under consideration filed by the Assessee also stands allowed.

13. In result, all appeals filed by the Assessee stands allowed.

Order pronounced in the open court on 25/02/2022.

-Sd/-
(R. K. PANDA)
ACCOUNTANT MEMBER

-Sd/-
(N.K. CHOUDHRY)
JUDICIAL MEMBER

Dated: 25/02/2022

A K Keot

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1. Applicant
2. Respondent
3. CIT
4. CIT (A)
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ASSISTANT REGISTRAR
ITAT, New Delhi