आयकर अपीलीय अधिकरण न्यायपीठ रायपुर में।
IN THE INCOME TAX APPELLATE TRIBUNAL,
RAIPUR BENCH, RAIPUR

(Through Virtual Court)

BEFORE SHRI RAVISH SOOD, JUDICIAL MEMBER
AND
SHRI JAMLAPPA D BATTULL, ACCOUNTANT MEMBER

आयकरअपीलसं. / ITA No.(s)29 & 30/RPR/2017
CO No.(s) 04 & 05/RPR/2017

निर्धारणवर्ष / Assessment Years : 2010-11 & 2012-13

The Assistant Commissioner of Income Tax-3(1),
Raipur (C.G.)

.....अपीलार्थी / Appellant

बनाम / V/s.

M/s. Risabh Infrastructure Pvt. Ltd.
Manas Bhawan, Near Adarsh Garage,
Opp. Pujari Park, Tikrapara,
Raipur (C.G.).

PAN : AACCR4411P

……प्रत्यर्थी / Respondent

Assessee by : Shri Nikhilesh Begani, AR
Revenue by : Shri Debashis Lahiri, CIT DR

सुनवाईकीतारीख / Date of Hearing : 29.03.2022
घोषणाकीतारीख / Date of Pronouncement : 06.04.2022

आदेश/ ORDER

PER RAVISH SOOD, JM:

The captioned appeals filed by the Revenue are directed against the consolidated order passed by the CIT(Appeals)-1, Raipur, dated 04.10.2016, which in turn arises from the order passed by the A.O under Sec. 143(3) r.w.s. 147 of the Income-tax Act, 1961 (in short 'the Act') dated 15.02.2016 for assessment years 2010-11 & 2012-13. Also, the assessee is before us as cross-objector in both the aforementioned years. As common issues are involved in the captioned appeals, therefore, the same are being taken up and disposed off by way of a consolidated order. We shall first take up the appeal filed by the revenue for A.Y 2010-11 wherein the impugned order has been assailed before us on the following grounds:

> "1."Whether on points of law and on facts & circumstances of the case, the Ld. CIT(A) was justified in deleting the addition of Rs.3,20,56,139/- made by the AO treating the compensation received from Lafarge India Pvt. Ltd. as revenue receipts instead of capital receipts as claimed by the assessee?"
>
> 2."Whether on the facts & circumstances of the case and on points of law, the Ld. CIT(A) was justified in giving a finding that the alleged compensation from Lafarge India Pvt. Ltd. to assessee was a consideration for restrictive covenant to not to do business in the same line for a prescribed period, as against the facts on record that there is no loss or destruction of the earning asset of the assessee?".

3. "Whether on the facts & circumstances of the case and on points of law, the Ld. CIT(A) was justified in giving a finding that the alleged receipts of compensation by the assessee are capital in nature, thereby ignoring the facts on record that these payments from Lafarge India Pvt. Ltd. received by the assessee are in consideration of specific services and specified work/acts rendered and performed by the assessee?".

4. Whether on points of law and on facts & circumstances of the case, the Ld. CIT(A) was justified in giving a finding that the compensation from Lafarge India Pvt. Ltd. by the assessee is on account of loss of source of income, which is contrary to the evidence on record and which is factually incorrect, thereby rendering the decision which is perverse?

5. The order of the Ld. CIT(A) is erroneous both in law and on facts".

6. Any other ground that may be adduced at the time of hearing."

2. Succinctly stated, the assessee company which is engaged in the business of infrastructure activities and development of railway siding etc., had e-filed its return of income for the assessment year 2010-11 on 01.09.2010, declaring an income of Rs.15,82,850/-. The return of income filed by the assessee company was initially processed as such u/s.143(1) of the Act on 11.02.2011.

3. Observing that the assessee had during the year under consideration received an amount of Rs.3,20,56,139/- towards compensation from L & T which was claimed by it as a "capital receipt" but was factually in the nature of "revenue receipt", the Assessing Officer re-opened its case u/s.147 of the Act. In compliance to the notice issued u/s.148 of the Act, the assesee filed

its return of income for the year under consideration. Copy of the "reasons to believe" on the basis of which its case was reopened were made available to the assessee by the Assessing Officer. Objections qua assumption of jurisdiction by the Assessing Officer for re-opening of its case were filed by the assessee before the Assessing Officer. After deliberating at length, it was observed by the Assessing Officer that the assessee company had over the years in tranches received a compensation aggregating to Rs.7,74,57,604/- from L & T, as under:

A.Y.	Amounts (in Rs.)
2010-11	3,20,56,139/-
2011-12	3,01,47,107/-
2012-13	1,52,54,358/-
Total	7,74,57,604/-

4. Observing that the aforementioned amount was wrongly claimed by the assessee as a "capital receipt", as the same was in the nature of a "revenue receipt", the Assessing Officer vide his order passed u/s.143(3) r.w.s. 147 of the Act, dated 15.02.2016 brought the same to tax in the hands of the assessee and assessed its income at Rs.3,36,38,990/-.

5. Aggrieved, the assessee carried the matter in appeal before the CIT(Appeals). It was claimed by the assessee before the CIT(Appeals) that as the aforementioned amount was in the nature of compensation on account of closure/termination of its business activity which had resulted in to "loss of source of income", therein impairing its profit making structure, therefore, the same was rightly claimed by it as a "capital receipt". Observing, that as claimed by the assessee, and rightly so, the amount in question was paid by Lafarge India Pvt. Ltd. (LIPL) to the assessee company in lieu of cancellation/termination of its earlier MOU, dated 19.11.2001 on the basis of which the entire work of construction of railway track and siding was awarded to it, the CIT(Appeals) concurred with the claim of the assessee that as the said amount was towards compensation for the loss of source of income leading to impairment or sterilization of the profit making structure itself, the same, thus, being in the nature of a "capital receipt" was not chargeable to tax. Accordingly, the CIT(Appeals) on the basis of his exhaustive deliberations vacated the disallowance made by the Assessing Officer.

6. The Revenue being aggrieved with the order of the CIT(Appeals) has carried the matter in appeal before us.

7. At the very outset of hearing of the appeal, the Ld. Authorized Representative (for short 'AR') for the assessee submitted that the issue in hand i.e., as to whether or not the amount received by the assessee company from LIPL was in the nature of "capital receipt" as claimed by the assessee, or a "revenue receipt", and thus exigible to tax, as claimed by the revenue was squarely covered by the order of the Tribunal in assessee's own case for the assessment year 2011-12 in ITA No.157/RPR/2014, dated 23.10.2018. In order to buttress his aforesaid contention the Ld. AR had taken us through the aforesaid order of the Tribunal at Page 1 to 25 of APB . It was further stated by the Ld. AR that the appeal filed by the Revenue against the aforesaid order of the Tribunal, had, thereafter, been dismissed by the Hon'ble High Court of Chhattisgarh vide its order passed in TAXC No.63 of 2019 dated 09.09.2019 on account of low tax therein involved i.e, as prescribed in the CBDT Circular No.17/2019, dated 08.08.2019. Backed by his aforesaid contentions, it was submitted by the Ld. AR that as the issue involved in the present appeal was squarely covered by the order of the Tribunal in the assessee's own case for the assessment year 2011-12, which had as on date attained finality, therefore, the present appeal filed by

the Revenue being devoid and bereft of any merit was liable to be dismissed.

8. Per contra, the Ld. Departmental Representative (for short 'DR') relied on the assessment order. It was submitted by the Ld. DR that certain material facts involved in the present appeal had been lost sight of by the Assessing Officer while framing the assessment. However, on being queried by the bench that as to whether the facts involved in the present appeal i.e. A.Y. 2010-11 and A.Y 2012-13 were distinguishable as against those involved in its appeal for the assessment year 2010-11, the Ld. DR answered in all fairness answered in the negative. It was, however, pointed out by the Ld. DR that amount in question had been wrongly mentioned by the Assessing Officer in his order for the assessment year 2010-11 at Rs.3,20,56,139/- as the amount received during the year under consideration was Rs.1,50,73,554/-. In order to support the aforesaid claim the Ld. DR had drawn our attention to the "balance sheet" of the assessee company for the year under consideration which supported his aforesaid averment.

9. We have heard the Ld. Authorized Representatives of both the parties, perused the orders of the lower authorities and the material available on

record, as well as considered the order passed by the Tribunal in the assessee's own case for the immediately preceding year i.e. AY 2011-12 in ITA No.157/RPR/2014 dated 23.10.2018. As observed by us hereinabove, it is the matter of fact borne from the record that an amount of Rs.7,74,57,604/- was received by the assessee company from LIPL over the years in tranches, as under:

A.Y.	Amounts (in Rs.)
2010-11	3,20,56,139/-
2011-12	3,01,47,107/-
2012-13	1,52,54,358/-
Total	7,74,57,604/-

Claiming receipt of the aforementioned amount as a compensation on account of "loss of source of income", the assessee company had held it as a "capital receipt", while for the Department on the other hand had brought the same to tax by re-characterizing it as a "revenue receipt". On a perusal of the order passed by the Tribunal while disposing off the appeal filed by the Revenue in the assessee's own case for the assessment year 2011-12 in ITA No.157/RPR/2014, dated

23.10.2018, we find that the issue in hand is squarely covered by the view therein taken. In its aforesaid order, the Tribunal, had, after exhaustive deliberations concurred with the view taken by the CIT(Appeals) that the amount received by the assessee company from LIPL was towards sterilization of its profit making apparatus and thus, was in the nature of a "capital receipt". For the sake of clarity, the relevant observations of the Tribunal which seizes the issue in hand are culled out as under:

> "16. We have considered the rival arguments made by both the sides, perused the orders of the authorities below and the paper book filed on behalf of the assessee. We have also considered the various decisions cited before us. We find a MOU was executed on 19.11.2001 between the assessee and LIPL with an object of construction of railway track and siding by the assessee for LIPL from Nipaniya Railway Station to the Sonadih Plant of LIPL for streamlining the transportation cost of cement and clinker in its Sonadih Plant. The construction of Railway Track & Siding involved complex work right from procurement of land, Civil Work/Earth Work, Laying of Railway Tracks, Electrifications, Signaling Arrangement etc. The assessee company had been formed with the sole objective of undertaking the infrastructure development activity of construction of Railway Track & Siding on behalf of LIPL which fact is also recorded in the assessment order passed under section 143(3) of the I. T. Act for the A.Y.2003-04. We find from records that the assessee had only acquired a part of the lands (including some development works) required for the said railway track and siding which were subsequently transferred to LIPL and income arising thereof was shown under the head "Profits & Gains of Business or Profession". We find from the correspondences filed on record between the assessee and LIPL, that LIPL was indecisive as to execution of the entire work of construction of Railway Track & Siding from the assessee on Turnkey or Build-Operate-Transfer basis and subsequently, owing to various constraints, the balance works assigned to the assessee as per the scope of work as stipulated in the aforesaid MOU were not got executed by LIPL. After a considerable amount of time, another MOU was executed on 31st January, 2009 between LIPL & assessee and in pursuance of the said MOU, the aforesaid "Compensation" has been determined by LIPL. We find merit from the submission of Ld. Counsel for the assessee that the entire work of

construction of the Railway Track and Siding was its sole business and the isolated activity of acquisition of land for such Railway Siding was never visualized by it and further, that since LIPL continued to remain indecisive as to execution of entire work by the assessee & also unresponsive to problems faced by them, the execution of the work was stalled by the assessee and accordingly, came to a standstill. Subsequently, after numerous rounds of deliberations & meetings between LIPL and the assessee company, aforesaid MOU was executed on 31st January, 2009 leading to determination of compensation in lieu of cancellation/termination of the earlier MOU Dated 19th November, 2001 or in lieu of determination of its rights in the said MOU ultimately leading to loss of source of income. It is the construction of this MOU executed on 31st January, 2009 which ultimately decides the nature of receipt of the impugned amount termed as "Compensation". We find the assessee claimed such compensation as capital receipt being loss of source of income where as the Assessing Officer treated the same as revenue receipt. We find the Ld. CIT(A) allowed the claim of the assessee the reasons of which have already been reproduced in the preceding paragraph.

17. We do not find any infirmity in the order of the Ld. CIT (A) on this issue. We find the assessee during the course of appeal proceedings had filed a certificate issued by LIPL where in they have certified that the compensation had been determined and paid by them for stalling the execution of the agreed work as above in terms of the earlier MOU. The above clarification issued by LIPL clearly shows that the compensation received by the assessee is for sterilization of the profit making apparatus of the assessee company.

18. We find Hon'ble Supreme Court in the case of Oberoi Hotel (P) Ltd. Vs. CIT (1999) 236 ITR 903 (SC) has decided somewhat similar case. In that case, the assessee there in was operating, managing & administering many hotels belonging to others for a fee. In terms of an agreement running into a tenure of ten years, the assessee agreed to operate a Hotel in Singapore for which it was to receive a Management Fee. Article XVIII of the said agreement gave the assessee a right to exercise the option of purchasing the hotel in case the owners decide to transfer the same during the currency of the agreement. Thereafter, a Supplementary Agreement was entered into between the Receiver of the undertaking and the assessee providing for giving up its contractual right to exercise its option to purchase and / or operate the hotel. On the basis of the said agreement the assessee has received a sum of Rs.29,47,500/- from the Receiver after the sale of the hotel. The question which was considered by the IT authorities was whether the receipt of the said amount is capital receipt or revenue receipt. The ITO arrived at a conclusion that it was a revenue receipt, CIT(A) held that it was a capital receipt, the Tribunal confirmed the said finding, on reference to the High Court, the High Court arrived at a

conclusion that it was a revenue receipt assessable to income-tax as business income for the asst. yr. 1979-80. On appeal by the assessee the Hon'ble Supreme Court held as under :-

> 3. "The question whether the receipt is capital or revenue is to be determined by drawing the conclusion of law ultimately from the facts of the particular case and it is not possible to lay down any single test as infallible or any single criterion as decisive. This Court in the case of Karam Chand Thapar & Bros. (P) Ltd. vs. CIT (1971) 80 ITR 167 (SC) : TC 13R.1235 discussed and held that in CIT vs. Chari & Chari Ltd. (1965) 57 ITR 400 (SC) : TC 38R.878 it was held that ordinarily compensation for loss of an office or agency is regarded as capital receipt, but this rule is subject to an exception that payment received even for termination of agency agreement would be revenue and not capital in the case where the agency was one of many which the assessee held and its termination did not impair the profit-making structure of the assessee, but was within the framework of me business, it being a necessary incident of the business that existing agencies may be terminated and fresh agencies may be taken. Thereafter the Court held that it was difficult to lay down a precise principle of universal application but various workable rules have been evolved for guidance.
>
> 4. Applying the aforesaid test laid down by this Court in the present case, in our view the Tribunal was right in arriving at a conclusion that it was a capital receipt. Reason is that as provided in art. XVIII of the first agreement assessee was having an opt on or right or lien, if owner desired to transfer the hotel or lease or part of the hotel to any other person, the same was required to be offered first to the assessee (operator) or its nominee. This right to exercise its option was given up by a supplementary agreement which was executed in Sept., 1975, between the Receiver and assessee. It was agreed that Receiver would be at liberty to sell or otherwise dispose of the said property at such price and on such terms as he may deem fit and would be at liberty to sell or otherwise dispose of the said property at such price and on such terms as he may deem fit and was not under any obligation requiring the purchaser thereof to enter Into any agreement with the operator (assessee) for the purpose of operating and managing the hotel or otherwise and in its return, agreed consideration was as stated above in cl. X. the basis of the said agreement the assessee has received the amount in question. The amount was received because the assessee had given up its right to purchase and or to operate the property. Further, it is loss of source of income to the assessee and that right is determined for consideration. Obviously, therefore, it is capital receipt and not a revenue receipt.

5. Learned counsel for the Revenue relied upon the decision in the case of CIT vs. Rai Bahadur Jairam Valji&Ors. (1959) 35 ITR 148 (SC) : TC 13R.629 and submitted that assessee had the business of running the hotels in various countries and the amount which is received by him is for the termination of first contract which was executed in 1970 and, therefore, it should be considered his revenue receipt. In that case the Court was dealing with a trading contract and held that compensation paid in respect of the rights arising under the trading contract would be a revenue receipt and must be referred to the profits which would be made in carrying out of that contract. The Court has also observed :

> "Whether a payment of compensation or termination of an agency is a capital or revenue receipt, it would have to be considered whether the agency was in the nature of capital asset in the hands of the assessee, or whether it was only part of nis stock-in-trade.

6. The aforesaid judgment was considered in the case of Kettlewell Bullen & Co. Ltd. vs. CIT (1964) 53 ITR 261 (SC) : TC 13R.1226 wherein the Court has held as under :

> "Whether a particular receipt is capital or income from business, has frequently engaged the attention of the Courts. It may be broadly stated that what is received for loss of capital is a capital receipt: what is received as profit in a trading transaction is taxable income. But the difficulty arises in ascertaining whether when s received in a given case is compensation for loss of a source of income, or profit in a trade transaction."

After considering various decisions it was further held as under :

These cases illustrate the principle that compensation for injury to trading operations, arising from breach of contract or in consequence of exercise of sovereign rights, is revenue. These cases must, however, be distinguished from another class of cases where compensation is paid as a solatium for loss of office. Suer: compensation may be regarded as capital or revenue: it would be regarded as capital, if it is for loss of an asset of enduring value to the assessee, but not where payment is received m settlement loss in a trading transaction."

After analysing number of cases, the Court observed that following satisfactory measure of consistency In the principle is disclosed :

> Where on a consideration of the circumstances, payment is made to compensate a person for cancellation of a contract which does not affect the trading structure of his business, nor deprive him of what in substance is his source of income, termination of the contract being a normal incident of the business, and such cancellation leave him free to carry on his trade (freed from the contract terminated) the receipt is revenue : Where by the cancellation of an agency the trading structure of the assessee is impaired, or such cancellation results in loss of what may be regarded as the source of the assessee's income, the payment made to compensate for cancellation of the agency agreement is no- icily a capital receipt."
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> 7. The aforesaid principle is relied upon in the case of Karam Chand Thapar &Bros's case (supra). Consideration the aforesaid principles laid down as per art. XVIII of the Principal Agreement, the amount received by the assessee is for the consideration f or giving up his right to purchase and or to operate the property on for getting it on lease before it is transformed or let out to other persons. It is not for settlement of rights under trading contract, but the injury is inflicted on the capital asset of the assessee and giving up the contractual right on the basis of Principal Agreement has resulted in loss of source of assessee's income.
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> 8. In this view of the matter, the order passed by the High Court is set aside and the appeal is allowed. The question is answered in favour of the assessee and against the Revenue by holding that receipt in the hands of the assessee was capital receipt."

19. We find in the case of Kettlewell Bullen & Co. Ltd. Vs. CIT (1964) 53 ITR 261 (SC), the assessee therein was appointed as a Managing Agent upon certain terms and conditions. The assessee and its successors in business, whether under the same or any other style or firm, unless they resigned their office were entitled to continue as managing agent until they ceased to hold shares in the capital of the company of the aggregate nominal value of Rs. 1,00,000 and were on that account removed by a special resolution of the company passed at an extraordinary meeting of the company, or until the managing agent's tenure was determined by the winding up of the company. In the event of termination of agency in the contingencies specified, the managing agent was to receive such reasonable compensation for deprivation of office, as may be agreed upon between the managing agent and the company and in case of dispute, as may be determined by two arbitrators. By another clause, the managing agent was at liberty at any time to resign the office of managing agent by leaving at the registered office of the company previous notice in writing of its intention in that behalf. The agreement did not specify any period for which the managing agency was to enure. Besides the managing agency as aforesaid, the assessee held at all material times, managing agencies of five other companies. In pursuance to the conditions, the assessee therein decided to relinquish its managing agency to another person and accordingly received an amount to forgo the agency. The reasons for which

the appellant agreed to relinquish were set out in a letter addressed to the members of the company. The managing agency was not, except in the circumstances set out in cl.2 of the agreement, liable to be determined at the instance of the company before the expiry of specified period and in the event of voluntary resignation, the principal company was not obliged to pay any compensation however, only to facilitate the appointment of the other party as managing agent, who made available the compensation for loss of agency/office to principal company, the agency was terminated prematurely. The High Court held that it was a voluntary resignation for which under the agency agreement, the assessee was not entitled to compensation and this transaction was in the nature and character of a trading or a business deal and hence, income. On further appeal, the Hon'ble Supreme Court held as under :-

> "21. "On an analysis of these cases which fall on two sides of the dividing line, a satisfactory measure of consistency in principle is disclosed. Where on a consideration of the circumstances, payment is made to compensate a person for cancellation of a contract which does not affect the trading structure of his business, nor deprive him of what in substance is his source of income, termination of the contract being a normal incident of the business, and such cancellation leaves him free to carry on his trade (freed from the contract terminated) the 'receipt is revenue : Where by the cancellation of an agency the trading structure of the assessee is impaired, or such cancellation results in loss of what may be regarded as the source of the assessee's income, the payment made to compensate for cancellation of the agency agreement is normally a capital receipt.
>
> In the present case, on a review of all the circumstances, we have no doubt that what the assessee was paid was to compensate him for loss of a capital asset. It matters little whether the assessee did continue after the determination of its agency with the Fort William Jute Co. Ltd. to conduct the remaining agencies. The transaction was not in the nature of a trading transaction, but was one in which the assessee parted with an asset of an enduring value. We are, therefore, unable to agree with the High Court that the amount received by the appellant was in the nature of a revenue receipt."
>
> 20. We find the Hon'ble Supreme Court in the case of Karam Chand Thapar & Brokers (P) Ltd. Vs. CIT reported in 80 167 has held as under :-
>
> > "9. In the determination of the question whether a receipt is capital or income, it is not possible to lay down any single test as infallible or any single criterion as decisive. The question must ultimately depend on the facts of the particular case, and the authorities bearing on the question are valuable only as indicating the matters that have to be taken into account in reaching a decision. That, however, is not to say that the question is one of fact, for these

questions between capital and income, trading profit or non-trading profit, are questions which, though they may depend to a very great extent on the particular facts of each case, do involve a conclusion of law to be drawn from those facts [see CIT vs. Rai Bahadur Jairam Valji (1955) 35 ITR 148 (SC), P. H. Divecha vs. CIT (1963) 48 ITR 222 (SC), Kettlewell Bullen & Co. Ltd. vs. CIT (1964) 53 ITR 261 (SC), Gillanders Arbuthnot & Co. Ltd. vs. CIT (1964) 53 ITR 283 (SC), and CIT vs. Best & Co. (P.) Ltd. (1966) 60 ITR 11 (SC).

10. The question whether a particular income arising from the termination of one of the agencies of a multi agency concerned is a capital receipt or a revenue receipt is undoubtedly a difficult question to be answered. The difficulty is inherent in the problem itself. Decisions on this question are numerous. But none of them have laid down a precise principle of universal application, but various workable rules have been evolved for guidance. One of us, speaking for the Court in Kettlewell Bullen & Co.'s case (supra), has laid down the following guidelines for finding out the true nature of such a receipt. The relevant observations read thus :

"Where, on a consideration of the circumstances, payment is made to compensate a person for cancellation of a contract which does not affect the trading structure of his business, nor deprive him of what in substance is his source of income, termination of the contract being a normal incident of the business, and such cancellation leaves him free to carry on his trade (freed from the contract terminated), the receipt is revenue : where by the cancellation of an agency the trading structure of the assessee is impaired, or such cancellation results in loss of what may be regarded as the source of the assessee's income, the payment made to compensate for cancellation of the agency agreement is normally a capital receipt."

On applying these tests to the facts found by the Tribunal in this case, the receipt must be considered as a capital receipt."

21. The various other decisions relied on by Ld. Counsel for the assessee also support its case that the impugned receipt is capital in nature. Respectfully following the decisions cited (supra) and in view of the detailed reasoning given by the Ld. CIT (A) treating the receipt as capital in nature, we find no infirmity in the same. Accordingly the order of the Ld.CIT(A) upheld and the grounds raised by the Revenue are dismissed."

10. As the fact and issue involved in the present appeal is squarely covered by the aforesaid order of the Tribunal, therefore, respectfully

following the same, we herein conclude that the amount of compensation received by the assessee company from LIPL during the year under consideration i.e. A.Y.2010-11 being in nature of a "capital receipt" was not exigible to tax. Accordingly, finding no infirmity in the order of the CIT(Appeals) we uphold the same.

11. In the result, appeal of the Revenue in ITA No.29/RPR/2017 for the assessment year 2010-11 is dismissed in terms of our aforesaid observations.

12. As cross-objection filed by the assessee is merely supportive in nature, therefore, the same is dismissed as not pressed. Thus, cross-objection (CO No.04/RPR/2017 filed by the assessee for the assessment year 2010-11 is dismissed in terms of our aforesaid observations.

ITA No.30/RPR/2017(By Revenue)
CO No.05/RPR/2017 (By Assessee)
A.Y.2012-13

13. As the facts and the issues involved in the captioned appeals remains the same as were there before us in the Revenue's appeal for assessment year 2010-11 in ITA No.29/RPR/2017, therefore, our order therein passed while disposing off the appeal of the Revenue for

assessment year 2010-11 shall apply mutatis-mutandis for disposing off the captioned appeal in ITA No.30/RPR/2017 for the assessment year 2012-13. Accordingly, in terms of the observations recorded while disposing off the Revenue's appeal for the assessment year 2010-11 in ITA No.29/RPR/2017, the present appeal of the Revenue in ITA No.30/RPR/2017 for the assessment year 2012-13 is also dismissed.

14. As the cross-objection filed by the assessee is merely supportive in nature, therefore, the same is dismissed as not pressed. Thus, cross-objection, viz. CO No. 05/RPR/2017 filed by the assessee for the assessment year 2012-13 is dismissed in terms of our aforesaid observations.

15. In the combined result, both the appeals of the Revenue and cross-objections filed by the assessee are dismissed in terms of our aforesaid observations.

Order pronounced in open court on 06th day of April 2022.

Sd/-	Sd/-
JAMLAPPA D BATTULL	**RAVISH SOOD**
(ACCOUNTANT MEMBER)	**(JUDICIAL MEMBER)**

रायपुर/ RAIPUR ; दिनांक / Dated : 06th April, 2022
SB

आदेशकीप्रतिलिपिअग्रेषित / Copy of the Order forwarded to :

1. अपीलार्थी / The Appellant.
2. प्रत्यर्थी / The Respondent.
3. The CIT(Appeals)-1, Raipur (C.G)
4. The Pr. CIT-1, Raipur (C.G)
5. विभागीयप्रतिनिधि,आयकरअपीलीयअधिकरण,रायपुरबेंच,
रायपुर / DR, ITAT, Raipur Bench, Raipur.
6. गार्डफ़ाइल / Guard File.

आदेशानुसार / BY ORDER,

// True Copy //

निजीसचिव / Private Secretary
आयकर अपीलीय अधिकरण, रायपुर / ITAT, Raipur.

		Date	
1	Draft dictated on	29.03.2022	Sr.PS/PS
2	Draft placed before author	30.03.2022	Sr.PS/PS
3	Draft proposed and placed before the second Member		JM/AM
4	Draft discussed/approved by second Member		AM/JM
5	Approved draft comes to the Sr. PS/PS		Sr.PS/PS
6	Kept for pronouncement on		Sr.PS/PS
7	Date of uploading of order		Sr.PS/PS
8	File sent to Bench Clerk		Sr.PS/PS
9	Date on which the file goes to the Head Clerk		
10	Date on which file goes to the A.R		
11	Date of dispatch of order		