

**IN THE INCOME TAX APPELLATE TRIBUNAL  
AMRITSAR BENCH, AMRITSAR.**

**BEFORE DR. M. L. MEENA, ACCOUNTANT MEMBER  
AND SH. ANIKESH BANERJEE, JUDICIAL MEMBER**

**I.T.A. No.129/Asr/2022  
Assessment Year: 2010-11**

Sh. Harbans Singh, Mann H. No. B-II-4, Gali No. 1, New Court Road, Mansa. [PAN: -BFXPM5071G] <b>(Appellant)</b>	Vs.	ITO-Ward-1(4), Mansa.  <b>(Respondent)</b>
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<b>Appellant by</b>	Sh. Sudhir Sehgal & Sh. P.K. Singla, Adv.
<b>Respondent by</b>	Sh. Pradeep Kumar, Sr. DR

<b>Date of Hearing</b>	13.06.2023
<b>Date of Pronouncement</b>	07.07.2023

**ORDER**

**Per:Anikesh Banerjee, JM:**

The instant appeal of the assessee was filed against the order of the Id. Commissioner of Income Tax (Appeals), NFAC, Delhi,[in brevity the ‘CIT (A)’],order passed u/s 250of the Income Tax Act 1961, [in brevity ‘the Act’] for

A.Y. 2010-11. The impugned order was emanated from the order of the Id. Income Tax Officer, Ward-1(4), Mansa, [in brevity 'the AO'] order passed u/s 147/143(3) of the Act.

2. The appeal was filed with delay of 128 days. The Id. AR filed the condonation petition in which the explanation was made. The delay which was duly covered with an order of the Hon'ble Supreme Court in **Suo Motu Writ Petition (C) NO. 3 Of 2020 date of order 10/01/2022** considering the Covid Pandemic. Accordingly, the delay is only counted by the 42 days. The Id. DR had not made any objection against the submission of the Id. AR. Accordingly, the delay of 128 days is condoned.

3. The assessee has taken the following concise grounds:

*"1. That the Ld. CIT (Appeals), has erred in confirming the action of the Assessing Officer in issuing the notice u/s 148 and with regard to reopening of the case.*

*2. That there was no reason to believe as per the reasons recorded by the Assessing Officer, which is sine quo for the purpose of forming the reason to believe and, thus, the proceedings as initiated u/s 148 deserves to be quashed.*

3. *That the reason to believe as formed by the Assessing Officer are merely on the basis of cash deposits in the bank account, is not proper and it is securely covered as per the judgment of ITAT, Amritsar Bench, Amritsar in the case of Sh. Amrik Singh and also as per the judgment of the Delhi Bench in the case of Sh. Bir Bahadur Singh Sijwali.*

4. *Notwithstanding the above said grounds of appeals, the addition of Rs. 39,05,000/- on account of cash deposits in the bank account is highly unjustified and written submissions along with details submitted before the Assessing officer and also the submissions filed before the CIT (A) have not been considered properly.”*

4. Brief fact of the case is that the assessee's case was reopened u/s 148 for depositing cash in bank account amount to Rs.39,05,000/-. The assessee explained that the said amount was related to sale of agricultural land related to joint property with the family members. The assessee received the amount through bank draft and through cash. Both the amount was deposited in bank account. The assessee relied on the copy of the agreement. But the purchaser denied the said agreement as it is

own document of assessee. So, the ld. AO has treated the deposit of cash as unexplained money and added back with the total income of the assessee u/s 69A of the Act. Aggrieved assessee filed an appeal before the ld. CIT(A). After considering the submission of the assessee, the ld. CIT(A) upheld the order of the ld. AO. Being aggrieved, the assessee filed an appeal before us.

5. The ld. Counsel for the assessee Mr. Sudhir Sehgal, Advocate first placed that the appeal was filed both for legal grounds and grounds of fact. First, he agitated ground nos. 1, 2, and 3 during hearing.

**Ground Nos. 1, 2 and 3**

6. In this point, the ld. AR placed that the recorded reason of the ld. AO was mechanical manner and without application of mind. The ld. AR invited our attention in the recorded reason of the ld. AO. He further placed that u/s 151, the ld. CIT had approved the recorded reason only to mention “Yes it is a fit case”.

6.1 The ld. AR challenged the issue in which the entire reopening was in mechanical manner and by contravening of section 151 of the Act.

6.2 The ld. AR relied on the order of the Hon’ble Supreme Court in the case of CIT, Jabalpur (MP) vs. S. Goyanka Lime & Chemical Ltd. [2015] 64. taxmann.com 313 (SC), Held

*“Section 151, read with section 148 of the Income-tax Act, 1961 - Income escaping assessment - Sanction for issue of notice (Recording of satisfaction) - High Court by impugned order held that where Joint Commissioner recorded satisfaction in mechanical manner and without application of mind to accord sanction for issuing notice under section 148, reopening of assessment was invalid - Whether Special Leave Petition filed against impugned order was to be dismissed - Held, yes”*

**and ACIT, Circle-1(2), Bhubaneshwar Vs. M/s Serajuddin & Co. Kolkatta (IT Appeal No. 0019/00-01), (Orissa High Court).**

7. The Id. DR only relied on the order of the revenue authorities.

8. We heard the rival submission and relied on the documents available in the record. In the referred cases are not come under the factual matrix of the assessee's case. We respectfully relied on the order of the Hon'ble **High Court of Punjab and Haryana RakeshGupta vs. Commissioner of Income-tax, Panchkula, [2018] 93 taxmann.com 271 (Punjab & Haryana)**

*“This judgment does not support the petitioner's case. It is clearly distinguishable. As noted in the earlier part of paragraph 9, the Supreme Court held that the reasons recorded by the ITO for initiating*

*proceedings under Sections 147 and 148 were not in accordance with law. As in that case, the Commissioner merely accorded permission under Section 151 without stating any reason himself it is axiomatic that his order would also not be in accordance with Section 151. The case before us is entirely different. We have found that the reasons recorded by the AO justify the initiation of proceedings under Sections 147 and 148. As the Principal Commissioner agreed with these reasons, it was not necessary for him in his order according sanction to reiterate the reasons furnished by the AO. There is nothing that indicates that he did not apply his mind to the reasons furnished by the AO.*

*45. Reasons to believe are there. The reasons are based on tangible material. The return and account books of assessee had not undergone scrutiny at the time of assessment. The information is specific and not vague. A reasonable person can form an opinion on the basis of the material. The information received could form the basis of reason to believe that income has escaped assessment and the re-opening is not on mere suspicion. Hence, the assumption of jurisdiction is in accordance with law.”*

As per the observation of the Hon’ble Jurisdictional High Court the approval by the CIT for reopening is not a mere mechanical manner. The judgments which are riled by the assessee are clearly distinguishable and are not in similar factual

matrix. We respectfully relied on the case **Rakesh Gupta** (supra). In our considered view the notice u/s 148 r.w.s. 151 is not illegal. We are not intervening in the order of the Id. CIT(A) in this ground. Accordingly, Ground Nos. 1, 2 and 3 are dismissed.

**Ground No. 4**

9. The Id. AR argued the merit of the case related to addition amount of Rs.39,05,000/-. The Id. AR further argued that during the course of assessment proceedings, statement of one of the buyer Sh. Umed Singh Debas was recorded on 04.12.2017 and the crux of his statement is as under:

*“a) He along with his wife Smt. Nirmala Debas and Son Sh. Arun Debas had purchased land from the assessee on 29.03.2010 for a consideration of Rs. 29.03.2010 and the payment was made through banking channels.*

*b) I have not made any cash payment to the assessee for the purchase of above-mentioned agricultural land.*

*c) The agreements relied upon by the assessee (Pg 14-17 of PB) mentioning cash receipt are not related to me neither the signature on this agreement belongs to me.”*

The copy of the statement of Sh. Umed Singh is forming part of **APB at Page 23-37.**

9.1. Thereafter, statement of Sh. Virinder Bidhan Advocate was recorded on 11.12.2017, who drafted and typed the agreement to sell dated 15.10.2009, mentioning payment of Rs. 75,00,000 in cash by buyer Sh. Umed Singh and others to assessee and he confirmed the exchange of funds between the parties in his absence. The copy of the statement of Sh. Virinder Bidhan is forming part of **APB at Page 38-44.**

9.2. The Id AR argued that one more statement of Sh. Dara Singh (witness to sale deed dated 29.03.2010) was also recorded on 11.12.2017 wherein he accepted the cash payment of Rs. 90,00,000/- by Sh. Umed Singh & Others to the assessee and other co-owners in his presence. The copy of the statement of Sh. Dara Singh is forming part of **APB at Page 45-49.**

9.3. The Id. AR placed that in addition to above, one report dated 10.12.2017 of the handwriting expert Sh. H.S Mander, Barnala was filed with the Id. AO which confirms the fact that the signatures of Sh. Umed Singh on Photocopy of receipt dated 23.03.2010 matches with the signatures put on his statement recorded on oath before income tax authorities. The copy of the report is forming part of **APB at Page 60-67.**

9.4. The ld. AR argued that during the course of appeal proceedings, the assessee also filed copy of report dated 07.12.2018 of the handwriting expert Sh. H.S Mander, Barnala who confirms the fact that the signatures of Sh. Umed Singh on agreement (Ikrarnama) dated 06.10.2009 matches with the signatures put on his statement recorded on oath before income tax authorities. The copy of the report is forming part of **APB at Page 50-59** and the same was filed as additional evidence before the ld. CIT(A).

9.5. The ld. AR placed that the assessee also filed one more additional evidence before the worthy CIT(A) in the shape of original copy of the agreement to sell dated 06.10.2009 before the worthy CIT(A), whereas, during the course of assessment proceedings, only photocopy of the said agreement was filed before the Ld. AO. Based on these two additional evidences, the case of the assessee was remanded back to the file of the AO. During the course of remand proceedings, the statement of Sh. Umed Debas (one of the buyers) was recorded once again, and he once again denied to have made any cash payment to the assessee on account of sale of land. The ld. AO did not try to cross verify the statement of other persons namely Sh. Virinder Bidhan (agreement writer) and Sh. Dara Singh (witness to sale deed) and not even considered the reports of handwriting expert and merely relying

upon the statement of Sh. UmedDebas, he concluded that the sources of cash deposits of the assessee have not been proved.

9.6. The ld. AR further argued that the matter was placed before the ld. CIT(A) and remand report was called for from the ld. AO. The ld. AO placed the observation before the ld. CIT(A) which is reproduced from the appeal order page nos. 7 to 8 are reproduced as below:

*“5.3 I have carefully gone through the assessment order as well as the submissions made by the appellant. It is an undisputed fact that large value of cash was found to be deposited in the bank account of the appellant. Both during the assessment proceedings and during the appeal proceedings before the jurisdictional CIT(A), the appellant had tried to explain the nature and source of cash deposits as coming out of agreement to sale his land. To examine the veracity of this agreement and to cross-check that the buyer of the land has paid the sale consideration in cash, a remand report was asked by the jurisdictional CIT(A). The AO had submitted remand report before the jurisdictional CIT(A) vide his letter dated 28.02.2019. Further, as per the remarks dated 20.10.2020, made in the case history noting, copy of remand report was issued to the appellant. In the remand report, the AO has reproduced the affidavit of the buyer of the land namely*

*Mr.Umed Singh Dabas. The relevant portion of the remand report is reproduced below:*

*“2. In this connection, the report is submitted as under: -*

*2.1 In order to find out actual state of affairs about correctness of contents in the so called “Ikarnama”, from the purchaser Shri. Umed Singh Dabas, summons u/s.131 of the I.T Act,1961 was issued to him to verify the correctness of contents in the “Ikarnama”. The compliance thereto Sh.Umed Singh Dabas filed an affidavit stating therein as under:-*

*1. That I have purchased the land situated at Village Dhabi Tek Singh, Tehsil Narwana ,Distt.Jind, Haryana' from Shri.AjaibSingh,Harjinder Singh &Harbans Singh Sons ofShri.BalbirSingh.*

*2. That the total amount for the purchase said agriculture land has been paid through demand raft to the said sellers which the detailed has been mentioned in the registry and the copy of registry already submitted in the office of ITO, Mansa Ward-1(4) and no cash payment was made in the said transaction. However, I have already given my statement in the office of ITO, Mansa Ward. 1(4) on 4.12.2017.*

*3. That it is my true and correct statement. ”*

*Shri.Umed Singh Dabas the purchasers has also filed another affidavit in response to this office letter dated 12.2.2019 vide which a*

*copy of said co celled “”Ikarnama” was provided to him stating therein as under:*

*1. That is with reference to income tax office, wrd1(4), Mansa letter NO.ITO/W-1 (4)/MNS/2018-19/2208 dated 12.02.2019 wherein Ikarnama has been enclosed.*

*2. That in this regard, it is stated that the contents of the said Ikarnama are incorrect and I am not agreed with the contents of the said Ikarnama.*

*3. That it is my true and correct statement. ”*

*The affidavits were also examined with reference to his statement recorded on 4.12.2017 wherein he has clearly stated that “No such agreement was made by me”. In a question regarding payment made in cash amounting to Rs.1,50 cores on 23.03.2010 after withdrawing from the then SBOP, Apollo Chowk, Narwana in the present of witness in the residential house of Sh.Karan Singh Teacher, he stated that he has not bank account in his name or in the name of his family members at Narwana. He has stated that he has not paid any such amount in cash. The copy of affidavit and statement dated 4.12.2017 are also enclosed herewith. The assessee was also confronted about al lathes facts as per this office letter dated 25.02.2019 whereby the assessee was required to furnish his explanation by 27.02.2019 but no*

*such explanation has been received from the assessee. The copy of this letter is also enclosed herewith.*

*2.2 From the facts noted above, it is clear that the assessee has created documents to prove unexplained cash deposit and the same being self serving document, correctness thereof has been denied by the purchaser. Thus the genuineness of the “Ikarnama” has not been proved. This “lkarnama” is a document in the collusive nature, therefore, the same is required to be rejected. Since the so called “Ikarnama” has been proved wrong and sources of cash deposit, has not been proved, therefore, the same is liable to be upheld.”*

10, The ld. DR vehemently argued and relied on the order of the ld. AO page no. 13 para 6.2 is reproduced as below:

*“6.2 In view of the facts stated above the contentions of the assessee are not acceptable. As stated above, during the year financial year 2009-10 relevant to the assessment year 2010-11, the assessee had made cash deposits of Rs.59,55,000/- in saving bank account No.65270807817 maintained by the assessee with SBOP, Industrial Area, Mansa. Since the assessee has withdrawn Rs.20,00,000/- on 15.12.2009, Rs. 10,50,000/- from his saving bank account. After giving benefit of these amounts totalling to Rs.30,50,000/-, the source of balance cash*

*deposit of Rs.39,05,000/- (Rs.69,55,000/- minus Rs.30,50,000/-) remained unexplained. As the assessee has failed to furnish any explanation with regard to nature and source of said cash deposits, the source of cash credit amount of Rs.39,05,000/- is unexplained to the department. In view of the provisions of section 69A of the Income Tax Act, 1961, the unexplained investment of Rs.39,05,000/- is deemed to be income of the assessee for the Financial Year 2009-10 from undisclosed sources and the same is charged to tax in the Asstt. Year 2010-11.*

*6.3 Since the assessee has concealed the particulars of his income to the tune of Rs.39,05,000/-, I am satisfied that it is a fit case for levy of penalty u/s 271(1) (c) of the Income Tax Act, 1961. Accordingly, proceedings u/s 271 (1) (c) are being initiated separately.”*

11. The ld. AR relied on the order of the ITAT, Amritsar Bench in the case of **Sh. Jagsir Singh vs. ITO, ITA No.202/Asr/2019 date of order 10.08.2022**. The relevant para 7 to 8 are extracted as below:

*“7. Further, related to agreement of sale, the ld. AO recorded the statements of Sh. Rakesh Kumar, Sunil Singla and Nitin Singla, during the course of assessment proceedings. The copy of the recorded statements is annexed in APB pg. nos. 52 to 57. The ld. counsel*

*further argued that all the recorded statements are not supplied to the assessee by the ld. AO. The reasonable opportunity was denied for suppression of fact & denial of cross verification of the evidences which are formed opinion related to addition of amount. The ld. counsel also respectfully referred the judgment of Hon'able Supreme Court in the case of ANDAMAN TIMBER INDUSTRIES VERSUS COMMISSIONER OF CENTRAL EXCISE, KOLKATA-II, CIVIL APPEAL NO. 4228 OF 2006, Date of Order 02/09/2015. We find the gross violation of the natural justice during completion of the assessment order. The ld. AO without the reasons to believe and proper verification has passed the order u/s 148 of the Act. Considering the above submission, the notice u/s 148 is violation of legal statute and liable to be quashed. 8. We have heard the rival submissions and perused the material on record. We note that the impugned addition was made by the AO purely on suspicion and there was no effective material available on record to justify the same. The assessee cannot be kept in the dark. Adverse statements or materials cannot be kept away from his eyes. If the AO intends to use it to draw adverse inference/finding, the assessee should be provided the adverse material/statements in order to rebut/cross examine the provider/maker of the adverse material. Failure to do so is a serious flaw which renders the assessment a nullity. The addition was made*

*purely on conjecture. The impugned addition is therefore being set aside and is hence deleted. This ground stands allowed.”*

11.1. The ld. AR further relied on the order of ITAT-Jaipur in the case of Sh. **Pappu Ram Saran vs ITO, ITA No- 1303/JP/2018, Date of pronouncement 03/09/2020:**

*“6. We have considered the rival submissions as well as relevant material on record. The AO has made addition on account of cash deposit of Rs. 27,50,000/- in the bank account of the assessee on 09.04.2009. Since the assessee has not appeared before the AO nor made compliance to the various notices issued by the Assessing Officer, therefore, the assessment was completed ex-parte U/s 144 r.w.s. 147 of the Act. Before the ld. CIT(A) the assessee produced sale deed as well as bank account and also detailed submissions in respect of the source of cash deposit made in the bank account. The ld. C(IT(A) called for remand report wherein the AO has pointed out that the sale deed dated 08.04.2009 shows the sale consideration of Rs. 6,45,000/-. The ld. CIT(A) has consequently allowed the claim of the assessee only to the extent of Rs. 6,45,000/- as stated in the sale deed. The Bench has raised a query about the discrepancy in the name mentioned in the sale deed and the name of the assessee appearing in other records. The ld. AR has pointed out that the assessee Shri Pappu Ram is also known as @ Prabhu Ram. Thus, in the sale deed of the name of the assessee appearing as Shri Prabhu Ram. After verification of the record we are satisfied that the*

*name appearing in the sale deed alias name of the assessee. The AO has also not disputed the fact that the assessee is one of the joint owners of the land which was sold vide sale deed 08.04.2009. We further note that the cash of Rs. 27,50,000/- was deposited in the bank account of the assessee with Oriental Bank of Commerce, Kishangarh on 09.04.2009. The date of cash deposit is subsequent to the date of sale deed dated 08.04.2009 which prima facie shows that the source of cash deposit has a direct nexus with the sale transaction of the land sold by the assessee jointly with other co-owners vide sale deed dated 08.04.2009. Though the sale deed shows the sale consideration of Rs. 6,45,000/- which is also the Stamp Duty Valuation however, once the assessee has brought on record the relevant facts as well as nexus between transaction of sale and deposit in bank account then only inference can be drawn from these facts and circumstances of the case is that the source of deposit of Rs. 27,50,000/- is the sale consideration of the land. The Assessing Officer has not brought anything contrary on the record during the remand proceedings such as examination of the purchaser. Therefore, in the absence of any contrary material the explanation of the assessee regarding source of cash deposit in the bank account cannot be disputed. This Tribunal in case of M/s OM Plantation vs. ITO (supra) has considered an identical issue in para 6 as under:-*

*"6. We have considered the rival submissions as well as the relevant material on record. The assessee purchased the land situated at Bhankrota, Jaipur vide two sale deeds both dated 11/8/2005 for a*

*total consideration mentioned in the sale deeds at Rs. 1,76,34,000/-. However, the Assessing Officer received the report of the DDIT(Inv) a long with the details of the cash deposits in the bank accounts of the sellers and their relatives and further an agreement to sell dated 11/5/2005 wherein the consideration @ Rs. 28,25,000/- per bigha was agreed upon between the parties and part consideration was stated to have been paid at the time of agreement in cash as well as in cheque. The Assessing Officer has computed the total purchase consideration by adopting the rate of Rs. 28,25,000/- per bigha as stated in the agreement to sell dated 11/5/2005. Though the said agreement is not signed by both the parties and it was signed only by the seller, however, we find that the details given in the agreement regarding the agricultural lands, its khasaras numbers as well as the part consideration of Rs. 15,50,000/- through a cheque No. 582863/- dated 10/6/2005 is not in dispute. The details of the said cheque also find place in the registered sale deed dated 11/8/2005. Thus, the contents of the agreement to the extent of part payment of consideration has been established by the sale deed dated 11/8/2005. Therefore, even if the said agreement is not enforceable in law due to the non-bearing of the signature of the assessee and further due to non-registration, the contents of the said agreement which has been proved and corroborated by the sale deed go to establish the existence of the agreement between the parties. Further the details of the cash*

*deposited in the bank account of the sellers and their relatives has been reproduced by the Assessing Officer in the assessment proceedings at page No. 4 and 5 of the assessment order as under*

Sl. No.	Name of person	Bank account No.	Deposited cash amount	Date	Relation with the seller
1.	Smt. Dhapu Devi Meena	210501000 00001	32,74,000/-	12/08/2005	Seller of land
2.	Sh. Dulharam Meena	1007813	1,50,000/-	14/05/2005	Do
3.	Sh. Ballu Ram Meena	1007108	4,00,000/-	14/05/2005	Do
4.	Sh. Harphool Meena	1004534	11,70,667/-	12/08/2005	Do
5.	Sh. Satendra Basanwal	1007978	14,00,000/-	12/08/2005	Son of Sh. Baqwataram
6.	Sh. Rajendra Kumar	1003946	1,50,000/-	12/05/2005	Do
7.	Sh. Om Prakash Meena	1004337	1,50,000/-	12/05/2005	Do
8.	Sh. Ashok Kumar	1001168	14,00,000/-	12/08/2005	Do
9.	Sh. Roshal Lai Meena	1006877	1,50,000/-	12/05/2005	Grandson of Sh
10.	Sh. Jagdish Pd. Meena	100131	7,50,000/-	12/08/2005	Son of Smt. Dhapu Devi
11.	Sh. Manna Lai Meena	1008064	7,15,800/-	12/08/2005	Son of Smt. Dhapu Devi
12.	Sh. Nemi Chand Meena	1005293	7,50,000/-	12/08/2005	Son of Smt. Dhapu Devi
13.	Smt. Sushila Meena	210501000	7,50,000/-	12/08/2005	W/o-Sh. Prabhu Dayal

*The dates of deposit of cash as well as cheques in the bank accounts of the sellers, their sons, grandsons and wife are clearly matching to the dates of agreement to sell and sale deed i.e. 11/5/2005 and 11/8/2005. All the deposits of cash in the bank accounts of these persons were made on the very next day of execution of agreement and sale deed respectively. In absence of any other source of income of the sellers, the only inference which can be drawn from the details of the bank accounts and particularly the deposits made on the particular dates which is just one day after the execution of the*

*agreement to sell and sale deeds that the cash deposits in the bank accounts of the sellers and their relatives is only from the sale consideration received against the sale of agricultural lands in question. There is no other transaction either on those dates or in around those dates of deposits in the bank accounts other than the present transaction of sale of lands by the sellers. Further the Assessing Officer has reproduced the statements of the branch manager wherein the amounts were deposited as well as the relatives of the sellers who have confirmed the receipt of cash and deposit of the same in the bank account. Thus, we find that the assessment framed by the Assessing Officer is not solely based on the statements recorded by the Investigation Wing but there was tangible material in the shape of the bank accounts statements, agreement to sell and sale deeds which are of course not in dispute. The only dispute raised by the assessee is regarding the photo copy of the agreement and its evidentiary value, however, it is not the issue of legal enforceability of the said agreement and the claim under the agreement but the contents of the agreement which are to the extent corroborated by the independent evidence being sale deeds and further the bank statements of the sellers cannot be denied on the technical ground of admissibility. Therefore, once the payment of cash is reflected from all these documents as well as statements of the parties then the technical*

*objection raised by the assessee will not help the case of the assessee."*

*In view of the facts and circumstances of the case when the deposit of cash in the bank account is contemporaneous to the transaction of sale of land then in the absence of any contrary material the source explained by the assessee cannot be rejected. Hence, the addition sustained by the Ld. CIT(A) is deleted."*

12. We heard the rival submission and relied on the documents available in the record. Considering the fact of the case which is fully dependent on the circumstantial evidence created by the assessee related to cash receive from the purchaser. The entire evidence of the assessee clearly depicted that the agreement was duly executed by the purchaser and seller. Later the purchaser denied the agreement and rejected the argument for transfer of cash to the seller. During assessment, the ld. AO only relied on the statement of the purchaser Mr. Umed Singh Debas. No other circumstantial evidence is placed against the assessee by the revenue. The ld. AR fully relied on the order of **Sh. Pappu Ram Saran**, (supra), and also relied on the order of the Coordinate Bench of ITAT, Amritsar, **Sh. Jagsir Singh**. We also relied on the order of the same bench in case of Jagsir Singhand order of Coordinate Bench of ITAT, Jaipur. The ld. DR in argument was

not able to adduce any contradictory fact against the submission of the ld. AR. In our considered view, the cash which was deposited in the bank account by the assessee was contemporaneous to sale of agricultural land and supported the agreement of sale. Accordingly, the addition amount of Rs.39,05,000/- is quashed.

12.1 In the result, the ground no. 4 of the assessee is allowed.

13. In the result, the appeal of the assessee bearing **ITA No. 129/Asr/2022** is allowed.

**Order pronounced in the open court on 07.07.2023**

**Sd/-**

**(Dr. M. L. Meena)**

**Accountant Member**

AKV

Copy of the order forwarded to:

- (1)The Appellant
- (2) The Respondent
- (3) The CIT
- (4) The CIT (Appeals)
- (5) The DR, I.T.A.T.

**Sd/-**

**(ANIKESH BANERJEE)**

**Judicial Member**

True Copy  
By order