

आयकर अपीलीय अधिकरण, जयपुर न्यायपीठ, जयपुर
IN THE INCOME TAX APPELLATE TRIBUNAL, JAIPUR BENCHES, "B" JAIPUR

डा० एस. सीतालक्ष्मी, न्यायिक सदस्य एवं श्री राठोड कमलेश जयन्तभाई, लेखा सदस्य के समक्ष
BEFORE: DR. S. SEETHALAKSHMI, JM & SHRI RATHOD KAMLESH JAYANTBHAI,

आयकर अपील सं./ITA No. 576/JP/2024
निर्धारण वर्ष / Assessment Years : 2016-17

Ashok Singh 34-35, Chitra Gupt Nagar IST Imli Phatak, Jaipur	बनाम Vs.	DCIT, Central Circle-02, Jaipur
स्थायी लेखा सं./जीआईआर सं./PAN/GIR No.: DMCP5 7626 R		
अपीलार्थी / Appellant		प्रत्यर्थी / Respondent

निर्धारिती की ओर से / Assessee by : Sh. C. M. Agarwal (CA)
राजस्व की ओर से / Revenue by : Sh. Anil Dhaka (CIT)

सुनवाई की तारीख / Date of Hearing : 01/07/2024
उदघोषणा की तारीख / Date of Pronouncement: 24/07/2024

आदेश / ORDER

PER: RATHOD KAMLESH JAYANTBHAI, AM

The present appeal of the assessee arises out of the order of the Commissioner of Income Tax, Appeal, Jaipur-4 dated 15/04/2024 [here in after (Id. CIT(A))]. The dispute relates to the assessment year 2016-17. The order of the Id. CIT(A) in turn arises from the order dated 23.12.2019 passed under section 143(3) r.w.s. 153A of the Income Tax Act, by DCIT, Central Circle-02, Jaipur.

2. In this appeal, the assessee has raised following grounds: -

“1. That the orders passed by the Ld CIT(A) Jaipur-4 and the Ld Assessing Officer Central Circle -2 Jaipur are opposed to law, natural justice, equity, weight of evidences, probabilities, facts and circumstances of the case and are therefore liable to be quashed.

2. On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in confirming the absolutely illegal addition of Rs. 1,51,67,500/ made by the Ld AO u/s 69 of the Income Tax Act on account of alleged undisclosed investment in alleged acquisition of a property which was never acquired by the appellant.

2.1 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that the figures mentioned in the papers impounded from the premises of M/s F.S. Housing Pvt Ltd are matching with the bank transactions actually done and that the appellant cannot deny the documents just by plain refusal when the appellant has never denied the fact of making advance payments against the proposed purchase of land which never materialized and the payments so made are dully recorded in the books of accounts.

2.2 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that the appellant has not filed documentary evidence of cancellation of agreement when no such cancelation agreement was made and terms and conditions inviting cancellation of agreement were clearly spelt out in the Ikrarnama itself which has been relied upon by the Ld AO and the Ld CIT (A).

2.3 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in alleging that the appellant has not made a complete and clear disclosure of facts without pointing out which relevant and necessary fact was withheld by the appellant.

2.4 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that it is not the case of the appellant that the sellers refused to give back the money when the appellant has not preferred any claim of loss arising from forfeiture of advance monies.

2.5 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in holding that due to non-appearance of sellers in response to summons u/s 131 of the LT. Act; adverse inference is to be drawn against the appellant.

2.6 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that the sellers, whose compliances to statutory Summons the

Ld Assessing Officer failed in enforcing, were the witnesses of the appellant.

2.7 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that the appellant has not made a statement to produce the sellers when the sellers are independent persons and the appellant had no control over their actions and it is the case of the department that unrecorded cash payments have been made to the sellers.

2.8 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in holding that unaccounted cash payments have been made by the appellant from his undisclosed income/unexplained money taxable u/s 69A and alternatively unexplained investment in land taxable u/s 69 of the Income Tax Act, when neither any unaccounted cash payment was ever made nor any unrecorded/ unexplained investment in land was made by the appellant.

2.9 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in confirming the absolutely illegal addition made by AO despite the fact that no evidence of payment of any money either through banking channels or in cash, except the duly recorded advance payment was found during the course of search & seizure action or in any inquiry made subsequent to the search action.

2.10. On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in confirming the absolutely illegal addition made by AO by imputing alleged cash payment by reducing from the DLC value, the proposed sale value, despite the fact that even the proposed sale consideration was never paid in full and no cognisance of proposed sale value was taken by the Ld assessing Officer.

3. On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in confirming the absolutely illegal addition of Rs. 3, 30,000/ made by the Ld AO u/s 69A of the I.T. Act on account of alleged undisclosed investment in acquisition of property despite both the authorities recording concurrent findings of fact that the investment in the said property has been made through the Banking channel which is duly recorded in the Books of accounts.

The appellant craves leave of the Hon'ble Tribunal to amend or raise any other ground, cross objection, including any additional ground of appeal not set out in the appeal Memo."

3. Succinctly, the fact as culled out from the records is that a search and seizure action u/s 132 of the Income Tax Act, 1961 and/or survey action u/s

133A of the Act was carried out by the Income Tax Department on the members of Kiran Fine Jewellers Group on 02.08.2017 of which the Assessee is one of the members. The jurisdiction over the case was assigned to Central Circle-02, Jaipur by the Pr. Commissioner of Income Tax, Jaipur-1, Jaipur by means of an order u/s 127 of the Act circulated dated 03.12.2018. Notice under section 153A of the Act dated 11.01.2019 was issued and served upon the Assessee on 16.01.2019 requiring him to file a true and correct return of income as prescribed under Rule 12 of the Income Tax Rules, 1962 within 30 days of the service of the said notice. In response to the said notice(s), a return declaring an income of Rs. 7,97,840/- was filed by the Assessee on 12-02-2019. In the return of Income originally filed by the Assessee u/s 139(1) of the Act on 05-01-2017 an income of Rs. 7,97,840/- was declared. However, in the return of income filed in response to notice u/s 153A of the Act no undisclosed income pertaining to the relevant year has been declared by the Assessee. The Assessee derives income from Salary, Business and income from other sources.

3.1 During the course of survey u/s 133A of the I.T. Act at the business premises of M/s FS Housing Private Limited situated at A-4, Airport

Enclave Scheme, Tonk Road, Jaipur certain loose papers / sale agreements / documents were found and impounded as Annexure-A, page 1 to 60 of Exhibit no. 14. The pages contain copy of some sale agreements executed by Shri Ashok Singh s/o Shri Babu Singh, & Shri Charan Singh Khangarot s/o Shri Mukut Singh Khangarot, M-28, Income Tax Colony, Durgapura, Jaipur with the land owners for purchase of their land situated at various Khasras in Vill. Hamidpura, Tehsil- Newai, District, Tonk. The land under reference admeasuring 78 bigha & 15.5 biswa was sold by the landowners to Shri Ashok Singh and Shri Charan Singh Khangarot and that the purchasers had received a sum of Rs. 1,00,00,000/- on or before executing the sale agreement i.e. on 07.08.2015. Further, pages 24-29 of exhibit-5, of Annexure 'A' found and impounded from office of M/s F.S. Housing Private Limited contain certain details such as DLC rate, cash amount, cheque amount, total amount, area of land and name of persons. As these pages contains reference to the cash and cheque portion, the cash amount reflected in that pages wherein the shares of cash payment as related to the share of the assessee is tabulated by the Assessing Officer and the same is reproduced herein below:

Table A

Sl. No.	Page number	Name of land owner	Area of the land situated at Newai and Harnidpura, Tonk	Per bigha Rate in Rs.	Cash amount in Rs.	Share of Shri C.S. Khnagarotin Rs.	Share of Shri Ashok Singh in Rs.
1	24	Smt Phoola Devi	10 bigha & 2 biswa	695000	36,89,000	1844500	1844500
2	25	Smt Chhoti Devi	10 bigha & 2 biswa	695000	36,89,000	1844500	1844500
3	26	Smt Aashima Malik	16 Bigha	695000	51,76,000	3542000 (1908000+1634000)	1634000
4	27	Smt Jamna Devi	10 bigha & 2 biswa	695000	36,89,000	1844500	1844500
5	28	Shri Ramswaroop Jangir	15 Bigha and 1 biswa	695000	63,66,000	Nil	6366000
6	29	Snit Varsha Goyal	16 bigha	695000	5176,000	3542000 (1908000+1634000)	1634000
Total cash payments					277,85,000	1,26,17,500	1,51,67,500

- the working of undisclosed cash payment is made by taking into consideration the cash payments, area of land reflected on page 24-29 and amounts & area mentioned in sale agreements as discussed hereinabove.

3.2 From this fact, the Id. AO noted that the assessee along with Shri Charan Singh Khangrot have executed sale agreement wherein the assessee paid cash for purchase of these properties. Accordingly, a

detailed show cause notice was issued on 01.08.2019. The assessee made a detailed reply on 12.09.2019 claiming that in document found are from the premises of M/s F.S. Housing Pvt Ltd. These documents are mere Ikrarnama which never converted into sale deeds. In reply to that show cause notice, the assessee also submitted that loose paper so found during survey are not handwritten by the assessee but of 3rd person. The Assessing Officer has considered the reply of the assessee but was not considered by him on account of the following reasons:

“(i) As per the provision of sub section (v) of the section 2(47) of the I.T. Act, 'transfer' in relation to a capital asset includes any transaction involving the allowing of the possession of any immovable property to be taken or retained in part performance as per the transfer of property Act, 1882.

Further, Section 53A of transfer of property Act, 1882 provides that where the buyer has obtained possession of the property that is subject matter of the transfer, while fully complying with his part of the obligation under the agreement, the seller shall not be entitled to disturb the possession so granted to the buyer.

In the instant case the assessee alongwith another person carried out an agreement wherein the terms and conditions were finalized for transfer of the property. In the said agreement sale consideration of the property was determined as per the tabulated paras and the assessee made part payment of the sale consideration to the sellers through banking channel, the detail of which has also been mentioned in above table. Further, in the Ikrarnama it has been clearly mentioned that actual possession of the land under consideration has been handed over to buyer by seller during the course of Ikrarnama itself. Hence, the condition of transfer of the capital asset as defined u/s 2(47)(v) of the Act has been satisfied and the land under consideration was duly transferred to the assessee for the purpose of Income Tax.

(ii) The execution of conveyance deed or sale deed was left on the wish of the purchaser which is evident from one of the conditions of the Ikrarnama which

says that the sale deed will be executed on the date of receipt of balance amount or on the date as desired by the purchaser and in name of such person, institute as suggested by purchaser. Hence, the non execution of sale deed was not due to crunch of fund but it was left to the wish of the purchaser. The same is evident from relevant part of the Ikrarnama which is as under:

3. यह कि क्रेता द्वितीयपक्ष इकरारनामों की दिनांक से महीने की अवधि में यानि श्री दिनांक तक इस इकरारनामों के तहत विक्रय प्रतिफल की शेष बची रकम रुपये 85,50,000/- अक्षरे पिचयाशी लाख पचास हजार पाच सौ रुपये विनीता प्रथमपक्ष को अदा कर देगा। विक्रय प्रतिफल की शेष रकम अदा करने पर क्रेता द्वितीयपक्ष द्वारा जभी दिन अथवा जब भी चाहे अपने नाम या किसी भी अन्य व्यक्ति, फर्म, संस्था, कम्पनी इत्यादि यो नाम एक या एक से अधिक जितने भी चाहे विक्रय-पत्र दायादि तैयार करवाकर विक्रेता प्रथमपक्ष को देने पर विक्रेता प्रथमपक्ष सेवा द्वितीयपक्ष द्वारा तैयार कराये हुये विक्रय पत्रों पर हस्ताक्षर करके साक्षियों से परिपूर्ण कराकर विक्रय पत्र सम्बन्धित उप पंजीयक कार्यालय में उपस्थित होकर पंजीयन करवा देगा।

4. यह कि यदि विक्रेता प्रथमपक्ष क्रेता द्वितीयपक्ष के विक्रय पत्र लिखवाकर देने पर विक्रय पत्र पर हस्ताक्षर करके रजिस्ट्री न करावे अथवा उक्त कृषि भूमि विक्रय वारने से इन्कार करे तो सेता द्वितीयपक्ष को न्यायालय द्वारा विक्रेता प्रथमपक्ष से इस इकरारनामों की विशिष्ट अनुपालना करवाने, इस इकरारनामों की शायतों की पालना करवाने व विक्रय पत्र इत्यादि अपने हित में परिपूर्ण कराने तथा हर्जा खर्चा जो भी हो विक्रेता प्रथमपक्ष से एवं उसकी प्रत्येक प्रकार की सम्पत्ति से एक मुश्त वसूल करने का पूर्ण अधिकार होगा तथा इराने विक्रेता प्रथमपक्ष को या उनके किसी अन्य उत्तराधिकारियों को आपत्ति करने का अधिकार नहीं होगा।

Further, another reason for non execution of the sale deed was that the land under consideration as tabulated above were under possession of the seller. However, title of the land was not in the name of the seller itself at the time of agreement.

(iii) The claim of the assessee also does not have any substance regarding evidentiary value of loose papers found during the survey. Since, the loose papers contain details of land such as name of owner, area and amount to be paid in cheque which correlates with the details mentioned in sale agreement found during the course of search proceedings. The cheque amount deducted from the sale consideration are duly tallied with the bank account statement of Shri Ashok Singh & Shri Charan Singh Khangarot. They have shown these amounts as advance for purchase of land, therefore, the contents of these pages are proved to be correct

(iv) Further, during the course of proceedings the assessee was asked to furnish documentary evidence of cancelation of above agreements. However, he failed to furnish the same. The assessee was also requested to furnish documentary evidence whether the advance payment made to seller has been recovered or not. He further asked to explain reason if advance has not been recovered and what action has been taken by him to recover the same. The assessee vide reply submitted that he had not asked them to return the money advanced and it is business and commercial decision. The reply clearly shows that agreement had reached to finality and the assessee got possession over the land and left the execution of conveyance deed of aforesaid land at his wish. Since, as per prevailing practice neither the seller nor purchaser will hold a transfer of property without taking balance sale consideration or receiving back advance for such a long period and the decision cannot be considered as a commercial decision at any stretch of imagination.

(v) The Summons u/s 131 of the Act were also issued on 05-11-2019 to the seller i.e. Smt. Aashima Malik, Smt. Varsh Goyal, Shri Ramswaroop Jangir to verify the claim of the assessee. However, no one appeared in compliance the same and the claim of the assessee could not be verified that land has not been transferred to him.

3.3 Based on the above contentions, the Id. AO held that the assessee has made investment in the land as computed table-A above and addition of cash payment made by the assessee for an amount of Rs. 1,51,67,500/- was added in the case of the assessee u/s. 69 of the Act.

3.4 During search proceedings at the residential premises of assessee at M-21, Income Tax Colony, Durgapura, Jaipur a sale agreement for plot no. A-70, Shri Krishana Vatika, Vill. Daharsaligrampura, Tonk Road, Jaipur was found and seized as per page no. 14 to 43 of Exhibit-27 of Annexure-AS

which reveals that the assessee purchased the aforesaid plot vide sale agreement dated 11-09-2015 for Rs. 3,30,000/- from Smt. Geeta w/o Pramod Kumar Goyal. The assessee was asked to explain the same vide query letter issued u/s 142(1) dated 05-09-2019. However, no explanation furnished by the assessee. On examination of the bank statement of the assessee bearing account no. 0020311000005123 held in Malviya Urban Co-Operative Bank Limited, Jaipur it is found that the assessee has deposited cash amounting to Rs. 3,30,000/- on dated 11-09-2015 and same was transferred to the seller. As the assessee has not furnished any explanation, the cash so deposited remains unverifiable. Accordingly, the investment of Rs. 3,30,000/- in the aforesaid property held as unexplained investment and added back to the total income of the assessee u/s 69A of the I.T. Act r.w.s. 115BBE of the I.T. Act.

4. The assessee challenged the finding of the assessing officer before the Id. CIT(A), who confirmed the addition made by the Id. AO by holding as under :

“Decision:-

(vi) The agreements shows that the land under reference admeasuring 78 bigha & 15.5 biswa was sold by the land owners to Shri Ashok Singh and Shri Charan Singh Khangarot (appellant) and that the purchasers had received a sum of Rs. 1,00,00,000/- on or before executing the sale agreement i.e. on 07.08.2015. Per

bigha rate of the land in the sale agreement is at Rs. 6,95,000. Stamp papers on which such agreements have been executed were purchased by Shri Charan Singh & Shri Ashok Singh. It is mentioned in the agreements that the seller has handed over the possession of the land to the purchaser as on date of execution of agreement. These factual details are summarised in para 7 of the assessment order and have not been rebutted by the appellant.

(vii) Further, the pages 24-29 of exhibit-5, of Annexure "A" found and impounded from the office of M/s F.S. Housing Private Limited contain certain details such as DLC rate, cash amount, cheque amount, total amount, area of land and name of persons. Shri Charan Singh who is one of the two buyers (Shri Charan Singh & Shri Ashok Singh) is Director in F.S. Housing Private Limited. Both the buyers are family members. These pages have same force against appellant as these pages have against sh. Charan Singh who is Director in F.S. Housing Pvt. Ltd.. The figures on these pages are matching with the bank transactions actually done. The appellant cannot deny the documents just by plain refusal. Facts and analysis of these pages is discussed in detail in the assessment order. Further the Id. AO has carried out a detailed analysis of the property-wise DLC value and the cash component paid by the appellant along with Shri Charan Singh,

(viii) Further, during the course of assessment proceedings the appellant was asked to furnish documentary evidence of cancelation of above agreements. However, he failed to furnish the same. As per prevailing practice neither the seller no purchaser will hold a transfer of property without taking balance sale consideration or received back advance for such a long period. Thus it is clear that the appellant has not made a complete and clear disclosure of facts. The explanation of the appellant is not reliable.

(ix) The appellant was also requested to furnish documentary evidence by the learned AO whether the advance payment made to seller has been recovered or not. He further asked to explain reason if advance has not been recovered and what action has been taken by him to recover the same. The appellant vide reply submitted before the learned AO that he had not asked them to return the money advanced and it is business and commercial decision. On the one hand the appellant has also claimed that the seller(s) was/were not in a position to transfer the property as the mutation thereof was not in their favour and on the other hand the appellant has claimed that the advance amount was not recoverable from the sellers because the fault was on the appellant. The submissions of the appellant are contradictory to each other. Further, on the one hand the appellant has claimed that there was a huge financial crunch with him due to which he could not pay the balance consideration to the sellers and on the other hand it is claimed that the tens of lakhs of rupees which the appellant had paid to the sellers were easily and without any effort let go and the appellant did not make any request or effort or court case for the recovery of the case. A normal person in financial crunch makes efforts to recover the money. The fault was also on the sellers as mutation was not in their name. Thus again the submissions of the appellant are

contradictory to each other. It is not even the case of the appellant that the sellers refused to give back the money. In view of the above discussion, these statements made by the appellant are merely self-serving statements and are not reliable and are rejected.

(x) The Summons u/s 131 of the Act were also issued by the learned AO on 05-11-2019 to the seller i.e. Smt. Aashima Malik, Smt. Varsh Goyal, Shri Ramswaroop Jangir to verify the claim of the appellant. However, no one appeared in compliance of the same. Even in the appeal proceedings, the appellant has not made a categorical submission that he is willing to produce these parties. These parties are the witnesses of the appellant. These are the parties with whom the transaction is done by the appellant and various claims have been made by the appellant with regard to the further developments regarding the transaction. The appellant is required to produce these parties before the assessing authority to substantiate his claims. However the appellant has not discharged this onus. Accordingly the adverse inference is to be drawn against the appellant in this regard.

(xi) As per the agreements made on stamp paper the possession was already received by the appellant and the other buyer Sh. Charan Singh on the date of agreement. There was no cancellation of the agreement neither from the seller nor from the buyer. There was no reversal/refunds of huge initial payments made by the buyers. Even any effort was not done by the buyers in this regard. Hand written documents were found referring to the payments. The sellers did not respond to the summons issued by the assessing authority and also the appellant has not made a statement to produce them so that the matter could be referred back to the learned AO. This factual analysis clearly shows that agreement had reached to finality and the assessee got possession over the land and left the execution of conveyance deed of aforesaid land at his wish.

It is held by honourable Supreme Court, in the case of CIT Vs Durga Prasad More [(1971) 82 ITR 540 (SC)], "Science has not yet invented any instrument to test the reliability of the evidence placed before a court or tribunal. Therefore, the courts and Tribunals have to judge the evidence before them by applying the test of human probabilities".

It is observed by the Hon'ble ITAT in the case of Renu T Tharani vs Dy Commissioner of Income Tax in ITA No. 2333/Mum/2018 as under-

"These evidences and statements cannot always be accepted at the cannot always face value without application of mind about their reliability. A conscious call is to be taken, in a fair and objective but a realistic, manner about reliability of such evidence. As observed by Hon'ble Supreme Court, in the case of CIT Vs Durga Prasad More [(1971) 82 ITR 540 (SC)], Science has not yet invented any instrument to test the reliability of the evidence placed before a court or tribunal. Therefore, the courts and Tribunals have to judge the evidence before them by

applying the test of human probabilities". As Hon'ble Supreme Court has observed, in this case, "...it is true that an apparent must be considered real until it is shown that there are reasons to believe that the apparent is not the real party who relies on a recital in a deed has to establish the truth of those recitals, otherwise it will be very easy to make self-serving statements in documents either executed or taken by a party and rely on those recitals. If all that an assessee who wants to evade tax is to have some recitals made in a document either executed by him or executed in his favour then the door will be left wide open to evade tax. A little probing was sufficient in the present case to show that the apparent was not the real. The taxing authorities were not required to put on blinkers while looking at the documents produced before them. They were entitled to look into the surrounding circumstances to find out the reality of the recitals made in those documents". As a final fact finding authority, this Tribunal cannot be superficial in its assessment of genuineness of a transaction, and our call is to be taken not only in the light of the face value of the documents sighted by the assessee but also in the light of all the surrounding circumstances, preponderance of human probabilities and ground realities. There may be difference in subjective perception on such issues, on the same set of facts, but that cannot be a reason enough for the fact finding authorities to avoid taking subjective calls on these aspects, and remain confined to the findings on the basis of irrefutable evidences. Hon'ble Supreme Court has, in the case of Durga Prasad More (supra), observed that "human minds may differ as to the reliability of a piece of evidence but in that sphere the decision of the final fact finding authority is made conclusive by law". This faith in the Tribunal by Hon'ble Courts above makes the job of the Tribunal even more onerous and demanding and, in our considered view, it does require the Tribunal to take a holistic view of the matter. In the light of surrounding circumstances, preponderance of probabilities and ground realities, rather than being swayed by the not so convincing, but apparently in order, statements and letters and examining them, in a pedantic manner, with the blinkers on. The same has been the approach adopted by Hon'ble Supreme Court, in the case of Sumati Dayal Vs CIT [(1995) 214 ITR 801 (SC)]. wherein Their Lordships have, inter alia, disapproved acceptance of a claim of winning the appellant claims to have won in horse races a total amount of Rs. 3,11,831 on 13 occasions out of which 10 winnings were from Jackpots and 3 were from Treble events by Chairman of the Income Tax Settlement Commission, and observed that "This, in our opinion, is a superficial approach to the problem. The matter has to be considered in the light of human probabilities". Their Lordships further observed that "Similarly the observation by the Chairman that if it is alleged that these tickets were obtained through fraudulent means, it is upon the allegor to prove that it is so, ignores the reality. The transaction about purchase of winning ticket takes place in secret and direct evidence about such purchase would be rarely available. An inference about such a purchase has to be drawn on the basis of the circumstances available on the record. Having regard to the conduct of the appellant as disclosed in her sworn statement as well as other material on the record an inference could reasonably be drawn that the winning tickets were purchased by the appellant after the event. We are,

therefore, unable to agree with the view of the Chairman in his dissenting opinion. In our opinion, the majority opinion after considering surrounding circumstances and applying the test of human probabilities has rightly concluded that the appellant's claim about the amount being her winning from races is not genuine. It cannot be said that the explanation offered by the appellant in respect of the said amounts has been rejected unreasonably and that the finding that the said amounts are income of the appellant from other sources is not based on evidence."

(xii) In view of the above discussion and going by the human probabilities approach as upheld by the honourable Supreme Court in the cases of Sumati Dayal Vs CIT [(1995) 214 ITR 801 (SC) and CIT Vs Durga Prasad More [(1971) 82 ITR 540 (SC)], it is evident that the appellant Shri Ashok Singh and Shri Charan Singh Khangarot purchased aforesaid land through Ikrarnama agreement and paid part consideration through cheque and taken over the possession of land on the date of Ikrarnama agreement itself. The appellant also paid cash as a part of sale consideration. One important aspect is that even if the transaction of the transfer of the land in the government records is not effected to that does not mean that payment has not been done by the purchasers. The transaction stood completed. At the same time, in the peculiar facts of the case and keeping in mind the novel ways one may adopt to take control and possession of the land, without prejudice, the strict meeting of the requirement of section 2(47) and/or the Transfer of Property Act is not strictly crucial as the main question is of the unaccounted payment made by the appellant. Such transactions have taken place in secret / out of books and direct evidence about such transaction would be not available. In view of these facts and legal jurisprudence, the approach adopted in the assessment order regarding the bifurcations of the cash component between the appellant and Shri Charan Singh is hereby upheld. The appellant also paid cash as a part of sale consideration which has been tabulated in the assessment order and undisputedly no cash payment in this regard has been shown in the books of accounts. Thus unaccounted cash payment made by the appellant is from his undisclosed income / unexplained money taxable under section 69A of the Act. At the same time alternatively, the unexplained investment in the land is taxable as unexplained investment under section 69 of the Act and in this regard the action of the learned AO in the assessment order is upheld.

(xiii) The appellant has also made a contention that no incriminating material was found in the search and as such the assessing authority did not have jurisdiction to make additions in the assessment order under appeal. In this regard, firstly, addition of Rs. 3,30,000 has been made in the assessment order on the basis of seized material and this addition has been discussed in the next ground of appeal. Further, in case of Principal Commissioner of Income-tax, Central-3 v. Abhisar Buildwell (P.) Ltd. [2023] 149 taxmann.com 399 (SC)/[2023] 293 Taxman 141 (SC)/[2023] 454 ITR 212 (SC)(24-04-2023) it has been held by the Hon'ble Supreme Court that once the incriminating material is found / unearthed during the search / requisition the AO can make addition not only on issues connected

with such incriminating material but also on other issues i.e. which have not emanated from search action and the AO is required to empowered to make assessment of total income' including both the search material and non-search material. In this regard, Hon'ble Supreme Court in para 15.1 has held as under:-

15.1 In view of the discussion hereinabove, once during search undisclosed income is found on unearthing the incriminating material during the search, the AO would assume jurisdiction to assess or reassess the total income even in case of completed/unabated assessments. Therefore, the Impugned judgment(s) and order(s) passed by the High Court taking the view that the AO has the power to reassess the return of the assessee not only for the undisclosed income, which was found during the search operation but also with regard to material that was available at the time of original assessment does not require any interference. Under the circumstances, the aforesaid appeals preferred by the assessee M/s Kesarwani Zarda Bhandar, Sahson, Allahabad deserve to be dismissed and are accordingly dismissed. In the facts and circumstances of the case, no costs.

The conclusion with respect to the same as in para 14 of the judgement is as under:-

"(iii) in case any incriminating material is found/unearthed, even, in case of unabated/completed assessments, the AO would assume the jurisdiction to assess or reassess the total income taking into consideration the incriminating material unearthed during the search and the other material available with the AO including the income declared in the returns; and"

(xiv) In view of the above discussion this legal contention of the appellant is also not allowed and is dismissed. Further, the search and seizure action / survey was carried out by the Income Tax Department on the members of Kiran Fine Jewellers Group on 02-08-2017 of which the appellant is one of the members. The original ITR u/s 139(1) of the Act was filed on 05-01-2017 and thus the same could have been taken up for scrutiny any time on or before 30-09-2017. In view of these facts the present year under appeal falls under the "abated" category and there is no restriction regarding requirement of incriminating material in making of the assessment. Accordingly the legal contention of the appellant is dismissed on this aspect also.

Accordingly this ground of appeal is hereby dismissed."

Decision:-

Ld. AO has held that on examination of the appellant's bank statement account no. 0020311000005123 in Malviya Urban Co-Operative Bank Limited, Jaipur it is found that the appellant has deposited cash amounting to Rs. 3,30,000 in the bank and the same was transferred to the seller. There is a typographical error in the date in the assessment order as the correct date of cash deposit is 23-09-

2015. The same stands rectified vide this order. Regarding the source of the cash deposited in the bank, the appellant has submitted that appellant had withdrawn Rs. 3,00,000 on 10-09-2015 from his capital account in M/s Terra Developers in which appellant is one of the partner. However in this regard it is noticed in the assessment order that the appellant had not given any submission during the assessment proceedings in response to the notice. In the appeal proceedings the appellant has not filed any justification for not having given any reply and clarification on the issue during the assessment proceedings. At the same time the appellant has not filed application for additional evidences under Rule 46A. It cannot be verified on the basis of admissible documents that the cash was actually withdrawn by the appellant from the partnership firm and that it is the same cash which was withdrawn from the partnership firm which has been deposited in the bank account. Even the submitted documents even though not admitted merely present the prima-facie view and not the conclusive evidence as the cash book, bank ledgers etc. of the partnership firm are also not submitted. Further the claim of the appellant is also presenting an unlikely and abnormal scenario as in the normal course one would have taken a cheque from the partnership firm and deposited the cheque in his bank account instead of firstly withdrawing the cash and then depositing the cash in the bank. This also indicates that the cash was withdrawn (if any) by the appellant from the partnership firm apparently for some other reasons and was not available for deposit in the bank account.

In view of the above discussion this ground of appeal is hereby dismissed.”

5. The order of the Id. CIT(A) confirming the addition, is under challenge by the assessee in further appeal before this tribunal on various grounds. In support of the grounds so raised by the assessee, the Id. AR of the assessee relied upon the detailed written submissions filed. The contention raised in the written submission reads as under :

“Most humbly it is submitted that being aggrieved by the decision of the Ld CIT (A) Jaipur -4 dated 15/04/2024 whereby Ld CIT(A) confirmed various illegal, arbitrary , factually and legally perverse findings and observations of Ld Assessing officer Central Circle-2 Jaipur, leading to huge illegal addition to the total income of the appellant, contained in order dated 23.12.2019, the humble appellant has filed the present appeal raising various legal and factual grounds for consideration by the Hon'ble Bench. Before making specific grounds wise submissions, facts leading to the present appeal are submitted in brief as under;

Brief facts;

Pursuant to the search & seizure action in the case of the appellant carried out on 02.08.2017, assessment proceedings u/s 153A of the Income Tax Act were initiated by the Ld ACIT Central Circle-2 Jaipur by issuing a Notice u/s 153A of the Income Tax Act dated 11.01.2019 pursuant to which the appellant filed his return of income on 12.02.2019 declaring the same income of Rs 7,97,840/ which was disclosed in the original return of income filed u/s 139(1) of the Income Tax Act on 05.01.2017, as the appellant being a law abiding citizen duly disclosed his entire taxable income of the financial year 2015-16 in the return of income which he was under obligation to file at the end of each financial year and therefore, there remained nothing to be disclosed in the return of income filed in response to the Notice u/s 153A of the Act. For this reason, any search & seizure action in the case of the appellant had only to fail and has in fact so failed in discovering any undisclosed income of the appellant. Despite that Ld Assessing Officer completed the assessment on 23.12.2019 making huge, totally illegal and baseless additions of Rs 1,51,67,500/ and Rs 3,30,000/ u/s 69 & 69A of the Income Tax Act on account of alleged undisclosed and unexplained investments made by the appellant. LD CIT (A)-4 Jaipur, in an equally arbitrary manner declined to interfere with the absolutely illegal and arbitrary order of the Ld Assessing Officer, completely disregarding the submissions and vehement prayers of the appellant. Various allegations made by the Ld Assessing Officer in the assessment order and response of the appellant thereto is summarised as below:

Allegations of the Ld Assessing Officer -(I)

i. Ld AO referred to certain loose papers found and impounded during the course of survey action at the premises of M/s F.S. Housing Pvt Ltd. Annexure- A, Pages 1-60, Exhibit No 14 which contain copies of sale agreements entered into by appellant along with Sh Charan Singh Khangrot with various land owners for purchase of their land situated at various khasras in village Hamidpura, Tehsil Niwai, Distt Tonk. Property owners as per agreements are;

- (i) Sh Ramswaroop Jangir Seller and Shri Ashok Singh Purchaser
- (ii) Smt Varsha Goyal & Smt Aashima Malik Sellers and Sh Charan Singh Khangrot purchaser.
- (iii) Smt Varsha Goyal & Smt Aashima Malik, Smt Jamna Devi, Smt Foola Devi & Smt Chotti Devi Sellers and Sh Ashok Singh & Sh Charan Singh Khangrot purchasers.

ii. As per the impounded agreements for purchase of land measuring 78 Bighas & 15.5 Biswas total agreed upon sale consideration was Rs 5,47,48,62/ against which total payment of Rs 1,00,00,000/ was made by the appellant and Sh Charan Singh Khangrot till the date of agreement. The sale agreements also mention the per bigha rate of the land.

iii. Advance payment aggregating to Rs 1,00,00,000/ made to various sellers was debited from the account of the appellant and Sh Charan Singh Khangrot. AO further observed that stamp papers were purchased either by the appellant or by Sh Charan Singh Khangrot.

Response: Ikrarnamas (Agreement to sale) found and impounded during the course of survey proceedings at the premises of M/s F.S.Housing Private Ltd were entered into with the land owners mentioned therein for purchase of their land. Advance payments mentioned in the Ikrarnamas were made through cheques only which were debited to the account of the appellant and ShCharan Singh Khangrot.

These Ikrarnamas were never given effect too and the land intended to be purchased through these Ikrarnamas was never purchased by the appellant. Advance payments mentioned in the Ikrarnamas are duly recorded in the Books of accounts of the appellant. Owing to financial constraints, the sale transaction agreed upon through the Ikrarnamas never materialized, the appellant has not claimed any deduction of the loss incurred by the appellant by entering into agreements to sale and subsequent forfeiture of the advance payments.

Allegation -(II);

Ld AO further referred to pages 24-29 of Exhibit 5 of annexure- A which allegedly contain the detail of DLC rates, cash amount, cheque amount, total amount, area of the land and name of the persons. Pg wise details are as under:

Pg 24 10 Bigha 02 Biswa land situated in Village Hamidpura&NewaiTonk belonging to Smt Foola Devi , DLC Value of the land – Rs 34,00,000/, actual sale value –Rs 70,89,000/ cash amount – Rs 36,89,000/

Pg 25 10 Bigha 02 Biswa land situated in Village Hamidpura&NewaiTonk belonging to SmtChhot Devi , DLC Value of the land – Rs 34,00,000/, actual sale value –Rs 70,89,000/ cash amount – Rs 36,89,000/

Pg 26 16 Bigha land situated in Village Hamidpura &NewaiTonk belonging to Smt Aashima Malik , DLC Value of the land – Rs 59,24,000/, actual sale value – Rs 1,11,00,000/ cash amount – Rs 51,76,000/

Pg 27 10 Bigha 02 Biswa land situated in Village Hamidpura&NewaiTonk belonging to Smt Jamna Devi , DLC Value of the land – Rs 34,00,000/, actual sale value –Rs 70,89,000/m cash amount – Rs 36,89,000/.

Pg 28 15 Bigha 18 Biswa land situated in Village Hamidpura&NewaiTonk belonging to Sh Ramswaroop Jangir, DLC Value of the land – Rs 41,34,000/, actual sale value –Rs 1,05,00,000/ cash amount – Rs 63,66,000/.

Pg 29 16 Bigha land situated in Village Hamidpura&NewaiTonk belonging to Smt Varsha Goyal, DLC Value of the land – Rs 59,24,000/, actual sale value – Rs 1,11,00,000/ cash amount – Rs 51,76,000/.

Thereafter, Ld Assessing Officer tabulated the details of land purchased from various land owner and summarized the entire details of land allegedly purchased by the appellant and ShCharan Singh Khangrotas under;

Total Land Purchased- 78 Bighas & 15.5 Biswas—Total sale consideration as per agreements to sale - Rs 5,47,48,625/ ,DLC Value- 2,05,28,250/ -cash amount paid or to be paid- Rs 3,42,20,375/

Ld Assessing Officer concluded that cash amount of Rs 3,42,0,375/ as computed by him has been paid by the appellant and ShCharan Singh Khangrot.

Response:

Ikrarnamas entered into with Sh Ramswaroop Jangir Seller and Shri Ashok Singh Purchaser, Smt Varsha Goyal &Smt Aashima Malik Sellers and Sh Charan Singh Khangarot purchaser, Smt Varsha Goyal &Smt Aashima Malik,Smt Jamna Devi, Smt Foola Devi &Smt Chotti Devi Sellers and Sh Ashok Singh &Sh Charan Singh Khngarot purchasers have never been registered. The properties mentioned in the Ikrarnamashave not been bought by the appellant and were never transferred in the name of the appellant or in the name of ShCharan SinghKhangrot. Loose papers are not in the hand writing of the appellant. They have been written by some third person, amount mentioned as cash was never paid by the appellant. Had the balance monies remaining to be paid to the sellers were ever paid by the appellant, the appellant would have got the properties registered in his name or in the name of Sh Charan Singh A careful reading of the Ikrarnamas would reveal that possession of the property will be given to the buyer on the date of execution of sale agreement and payment of balance consideration only. Further, loose papers are not matching with the Ikrarnamas either.

However, Ld Assessing Officer brushing aside all submissions of the appellant observed that cash amounting to Rs. 1, 51, 67,500/ representing difference between agreed upon value and DLC rate has been paid and made addition u/s 69 of the Income Tax Act. Ld CIT (A) did not find any error in the action of the Ld Assessing Officer. Hence, the present appeal.

Ground wise submissions-

Submissions in respect of Gr No 1 & 2 of the appeal;

Gr no 1-“*That the orders passed by the Ld CIT(A) Jaipur-4 and the Ld Assessing Officer Central Circle -2 Jaipur are opposed to law, natural justice, equity, weight*

of evidences, probabilities, facts and circumstances of the case and are therefore liable to be quashed.”

Gr No 2- “On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in confirming the absolutely illegal addition of Rs. 1,51,67,500/ made by the Ld AO u/s 69 of the Income Tax Act on account of alleged undisclosed investment in alleged acquisition of a property which was never acquired by the appellant.”

Ld Assessing Officer referring to copies of certain agreements for purchase and sales of certain pieces of land, which were impounded by the Department during the course of Survey proceedings carried out in the case of M/s F.S Housing Pvt Ltd, to be precise Pgs 1 to 60 of Exhibit No-14, Annexure -A and certain hand written loose papers marked pg 24- 39 of Exhibit -5 Annexure -A, concluded that the intended purchase of land referred to in pg 1-60, Exhibit no 14 has infact concluded on the date of entering into agreements and difference between agreed upon amount and DLC value had been paid in cash to the sellers. Ld Assessing officer concluded that for the alleged purchase of land, the appellant had paid an amount of Rs 1, 51, 67,500/ in cash to the sellers. Ld Assessing Officer there after concluded that the appellant had made an undisclosed investment of Rs 1,51,67,500/ and treated the same as income of the appellant under the provisions of section 69 of the Income Tax Act/ Simultaneously, Ld Assessing Officer invoked the provisions of section 115BBE of the Income Tax Act too.

Ld Assessing Officer as well as the Ld CIT (A) acting in the most arbitrary and illegal manner discarded all the submissions of the appellant made before them. Brief synopsis of the detailed factual submissions made before both the lower authorities is as below:

- i. Pgs 1-60, Exhibit 14 is Ikrarnamas i.e propose agreements which were absolutely provisional and were not even final agreements. The Ikrarnamas were incomplete and a number of details were to be filled in later after mutually consenting to the same.
- ii. The impounded documents Pgs 1-60 Exhibit 14 were at best “Draft Agreements.
- iii. The Draft agreements never attained finality and never given effect to in full.
- iv. Draft agreements never got converted into sale deeds and sale purchase of alleged properties never took place.
- v. Pgs 24-29, Exhibit -5, are hand written and unsigned documents
- vi. Pgs 24-29, Exhibit -5, have been found from the premises of third party and the appellant had absolutely no knowledge of either the documents or the jottings made therein.
- vii. Pgs 24-29, Exhibit -5 do not have any reference of date, month or year.

- viii. Date, month or year of, any real or imaginary transaction noted in Pg 24-29, Exhibit -5, cannot be ascertained by any means or by reference to any other document or record.
- ix. Pgs 24-29, Exhibit -5, neither contain name of the appellant anywhere nor are related to the appellant in any manner whatsoever.
- x. Pgs 24-29, Exhibit -5 and Pgs 1-60, Exhibit 14 completely unrelated to each other and there seems absolutely no correspondence between the two as Ikrarnamas (referred to in Pg 1-60 Exh 14) are 3 in number whereas, 6 transactions find mention in Pgs 24-29 Exhibit-5, land area mentioned in the two is different, total proposed sale consideration mentioned in the two is different, and the actual transaction which alone has taken place i.e payment of advance monies to the proposed sellers which was paid through cheques is not tallying between the two either. As per the Ikrarnamas, the appellant and his partner paid total amount of Rs 1, 00, 00,000/ through cheques which nowhere find mention in the pgs 24-29 Exhibit -5. To be more precise, to Sh Ramswaroop, Payment by cheque as per Ikrarnama Rs 25,00,000/ , whereas Nil as per loose papers, to Ms Aashima Malik Payment by cheque as per Ikrarnama Rs 13,00,000/ , whereas Nil as per loose papers, and to, Ms Varsha Goyal Payment by cheque as per Ikrarnama Rs 24,00,000/ , whereas Rs 34,00,000/ as per loose papers.
- xi. Total of cash amount mentioned in loose papers comes to Rs 2, 77, 85,000/. There is no mention of either the amount is paid or is payable. Ld Assessing officer computed the cash payment at Rs 3, 42, 20,375/ which does not correspond to the entries made in any of the documents referred to by him.
- xii. Deemed transfer under the provisions of section 2(47)(v) of the Income Tax Act and Section 53A of transfer of property Act has no application for imputing the notional purchase value as has been done by the Ld Assessing Officer.
- xiii. The sellers with whom Ikrarnamas were made were eventually found not to be the owner of the land proposed to be purchased. When the alleged transferors do not possess the ownership on the properties meant to be transferred there can't be any deemed transfer under any statute being in force at the time.
- xiv. Specific non cancelation of Ikrarnamas through an agreement does in no way lead to the conclusion that transfer of properties is complete when properties were never transferred and even after a lapse of several years still stand in the name of land owners.
- xv. Non receiving back of advance monies does in no way lead to the conclusion that transfer of properties is complete when properties were never transferred and even after a lapse of several years still stand in the name of land owners.
- xvi. Noncompliance to the summons u/s 131 of the I.T. Act by the sellers is not evidence against the appellant of having got the properties transferred.

- xvii. The loose papers (Pgs 24-29 Exhibit 5) have no relevance, reference, or resemblance with the appellant's transactions which are duly recorded and can by no stretch of imagination be held to be unaccounted.

Evidently, the Ld Assessing Officer and the Ld CIT(A) both acted in the most arbitrary and illegal manner, Ld Assessing officer in making the addition of undisclosed investment to the income of the appellant and Ld CIT(A) in upholding the same on flimsy grounds. The addition made by the Ld Assessing Officer deserves to be deleted in full and it is so prayed to the Hon'ble Tribunal.

Submissions in respect of Ground No - 2.1

“On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that the figures mentioned in the papers impounded from the premises of M/s F.S. Housing Pvt Ltd are matching with the bank transactions actually done and that the appellant cannot deny the documents just by plain refusal when the appellant has never denied the fact of making advance payments against the proposed purchase of land which never materialized and the payments so made are dully recorded in the books of accounts.”

Ld CIT (A) while rejecting the submissions of the appellant observed that figures mentioned in the papers impounded from the premises of M/s F.S. Housing Pvt Ltd are matching with the bank transactions actually done and that the appellant cannot deny the documents just by plain refusal.

Observations of the Ld CIT (A) totally misplaced; In this regard it is humbly submitted that the Ld CIT(A) disposed of the appeal in a very casual manner. At no stage of proceedings, either before the Ld Assessing Officer or before the Ld CIT(A), appellant ever disowned the Ikrarnamas impounded from the premises of M/s F.S. Housing(P) Ltd. Entries recorded in the Ikrarnamas are duly accounted for in the Books of accounts and all the payments made therein have been made through Banking channels. In the circumstances, where comes the question of denying the contents of the Ikrarnamas. The appellant has only submitted that the Ikrarnamas were in the nature of draft agreements to sell and the agreements never materialized as it was found that the sellers with whom the proposed agreements were made were not in the occupation of the land. In the circumstances, decision of the Ld CIT(A) suffers from gross perversity of facts and should be reversed. It is prayed accordingly.

Submissions in respect of Ground No - 2.2

“On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that the appellant has not filed documentary evidence of cancellation of agreement when no such cancelation agreement was made and terms and conditions inviting cancellation of agreement were clearly spelt out in the Ikrarnama itself which has been relied upon by the Ld AO and the Ld CIT(A)”.

Cancellation or not of the Agreements absolutely irrelevant- Observations of the Ld CIT (A) are grossly unsustainable in law. Non cancellation of agreements does not ipso facto lead to the conclusion that the agreements have got converted into final sale of the property. More so, when neither any evidence of making any further payment after payment of advance monies, or any evidence of actual transfer of the lands in the name of the appellant or in the name of any person on behalf of appellant was ever brought on record. It could have been very well verified by the Ld Assessing Officer from the land revenue records in whose name the land stand and whether any transfer of land in the name of any person was affected. Needless to say that in the government records the land still exists in the name of the owners in whose name land existed at the time of entering into Ikrarnamas.

It is also submitted that the appellant had obtained copies of land records which clearly show the ownership of the land. Copies of the same are annexed as annexure- A to this submission since, the land records are government records the same do not constitute any additional evidence and therefore, no separate application under Rule 29 of the Income Tax Appellate Tribunal is required.

No claim of any deduction arising from forfeiture of advance monies has been made- It is humbly submitted that the appellant is not claiming any deduction or loss arising from cancelation of the transaction. Had any such claim was made by the appellant, the Ld Assessing Officer and the Ld CIT (A) would have been fully justified in demanding evidence of cancelation of the Agreements. It is the allegation of the department that the agreements have culminated into purchase of land by the appellant after making subsequent undisclosed payments. It is the responsibility of the Department to support its case with evidences.

Submissions in respect of Ground No- 2.3

“On the facts and circumstances of the case and in law, the LD CIT (A) grossly erred in alleging that the appellant has not made a complete and clear disclosure of facts without pointing out which relevant and necessary fact was withheld by the appellant”

Ld CIT (A) brushed aside the entire submissions of the appellant with the observations that the appellant has not made a complete and clear disclosure of facts. There is not even a whisper in the entire order of the Ld CIT (A) as to which fact, relevant and necessary for making an assessment of the total income or for disposing of the appeal was withheld by the appellant. Existence of any fact discernible from the documentary evidences, which was not disclosed by the appellant has neither been mentioned nor brought on record by the Ld AO and the Ld CIT(A). Both the authorities based their decision on imaginary and frivolous grounds alone.

Submissions in respect of Ground No- 2.4

“On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that it is not the case of the appellant that the sellers refused to give back the money when the appellant has not preferred any claim of loss arising from forfeiture of advance monies.”

Ld CIT (A) observed that it is not the case of the appellant that the sellers refused to give back the money. However, Ld CIT (A) has not given any reason for assuming that in case advance monies were not refunded, the transaction of sale has got completed and that too by paying in cash the difference in agreed sale consideration and DLC rates when no evidence of any sort of having paid even the amount equivalent to the DLC rates was even available with the department.

There is neither any claim of loss/deduction, nor the refund of advance monies are taxable receipts-

The observations of the Ld CIT (A) could have any legitimacy had the appellant preferred claim of capital loss arising from forfeiture of advance monies. When no such claim has been made by the appellant, receiving back or non-receiving back of the advance monies is immaterial. Non receiving back of advance monies is not evidence of making further cash payments and of getting possession over the properties when in fact properties were never transferred nor any possession thereof was ever taken. In the event advance monies was refunded by the sellers that would have also not triggered any taxable event. In either case, whether advance monies have been refunded or not refunded, no taxable event arises. When refund of advance money has no bearing on the taxability of the total income of the appellant, the observations of the Ld CIT(A) that appellant has not stated that the sellers refused to pay back the advance monies is completely extraneous to the litigated issue before him.

Submissions in respect of Ground No.- 2.5, 2.6 & 2.7

Gr 2.5 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in holding that due to non-appearance of sellers in response to Summons u/s 131 of the I.T.Act, adverse inference is to be drawn against the appellant.

2.6 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that the sellers, whose compliances to statutory Summons the Ld Assessing Officer failed in enforcing, were the witnesses of the appellant.

2.7 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in observing that the appellant has not made a statement to produce the sellers when the sellers are independent persons and the appellant had no control over their actions and it is the case of the department that unrecorded cash payments have been made to the sellers.

It is humbly submitted that in the assessment order , Ld Assessing Officer has mentioned that during the course of assessment proceedings summons u/s 131

of the Income Tax Act were issued to the sellers and none of them complied with the summons. Observations of the Ld Assessing Officer in this regard are as under:

“ The Summons u/s 131 of the Income Tax Act were also issued on 05.11.2019 to the Sellers i.e Smt Aashima Malik, Smt Varsha Goyal, and Sh Ramswaroop Jangir to verify the claim of the Assessee. However, no one appeared in compliance the same and the claim of the assessee could not be verified that land has not been transferred to him.”

Claim of the Assessee is only that the Ikrarnamas entered into with the sellers were never fully acted upon and after making payment of advance monies, no further payment either through cheque or cash was ever made. Since, no subsequent payments were made question of transferring the land to the appellant does not arise at all. However, it is the allegation of the Department that the transaction of sale is already complete and difference of agreement value and DLC value has been paid in cash, though it is also not the case of the Ld Assessing Officer that even the payments to the extent of DLC value have been made. When there is no evidence in possession of the department to support its allegation, onus to bring any evidence on record lies squarely on the Revenue and not on the appellant. Summons u/s 131 of the Income Tax Act were issued by the Ld AO only for the purpose of bringing on record some sort of evidence to back his allegations. Ld Assessing Officer ought to have enforced the attendance of the sellers and should have tried to elicit the truth involving the said transaction. The Sellers are the witnesses of the Revenue only and not of the appellant. Appellant has neither made claim of any deduction or loss arising from the transaction.

Sellers are witnesses of the department, not of the appellant- The only transaction the appellant has entered into with the seller is making payment of advance monies for the proposed purchase of land. The payment of advance money has no relevance so far as computation of total taxable income of the appellant is concerned. Tax implication of the transaction if any, could alone be, whether the source of advance monies is fully explained or not. Needless to say, at no stage of proceedings, Ld Assessing Officer doubted the source of making advance payments. When the transaction of advancing monies had no impact on the computation of total taxable income of the appellant for the impugned assessment year, the appellant was neither required to maintain or to produce any evidence to the department. Whatever apprehensions the revenue harboured about the transactions, it was the duty of the revenue alone to collect at least some evidence to support its case. Ld Assessing Officer could have very well enquired from the State revenue authorities on the status of the lands proposed to be purchased.

Tax implications if any are in the hands of sellers alone-

It is humbly submitted that tax implications if any shall arise in the cases of the sellers only. Income arising from forfeiture of advance monies and capital gain

tax liability in case sale transaction got culminated, all have implications in the case of the sellers alone and not in the case of the purchasers.

There can be deemed sale but no deemed purchase-

Ld Assessing Officer in the assessment order has very heavily harped on the provisions of section 2(47) (v) of the Income Tax Act and Section 53A of transfer of property Act to bring home the point that transaction of the transfer of capital asset is complete in view of the provisions of section 2(47) (v) of the Income Tax Act. However, Ld Assessing Officer grossly erred in construing the provisions of deemed transfer of capital assets as deemed purchase of the asset. There may be deemed transfer for the purpose of taxability of capital gains, however, there are no provisions under the Income Tax Act recognising deemed purchase. There can't be any deemed purchase under the Income Tax Act. In case, provisions of section 2(47)(v) of the Income Tax Act read with Section 53A of transfer of property Act, have any implication, the implication is in respect of sellers alone. Evidently, this has not been done. Ld Assessing Officer was duty bound to follow up on the summons issued by him and bringing to tax income if any arising to the sellers, Transaction of purchase under no circumstances, give arise to any taxable event. In case Ld Assessing Officer was thinking that any further payments have been made out of Books, it was the duty of the Ld Assessing Officer to base his presumptions on some credible evidence and not on mere suspicion and conjectures.

Despite the manifestly gross errors of law and facts committed by the Ld Assessing Officer, Ld CIT(A) instead of disapproving the absolutely illegal and perverse action of the Ld Assessing Officer went a few steps ahead in illegality and arbitrariness in as much as in holding that due to non-appearance of sellers in response to Summons u/s 131 of the I.T. Act, adverse inference is to be drawn against the appellant, the Sellers were the witnesses of the appellant and that the appellant has not made a statement to produce the sellers.

Action of the Ld CIT (A) in this regard is absolutely illegal and whimsical and should not be countenanced. It is therefore prayed that the order of the Ld Assessing Officer and Ld CIT (A) be reversed in toto.

Submissions in respect of Ground No.- 2.8& 2.9

“Gr 2.8 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in holding that unaccounted cash payments have been made by the appellant from his undisclosed income/unexplained money taxable u/s 69A and alternatively unexplained investment in land taxable u/s 69 of the Income Tax Act, when neither any unaccounted cash payment was ever made nor any unrecorded/ unexplained investment in land was made by the appellant.”

“Gr 2.9 On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in confirming the absolutely illegal addition made by AO despite the fact that no evidence of payment of any money either through banking channels

or in cash, except the duly recorded advance payment was found during the course of search & seizure action or in any inquiry made subsequent to the search action.”

Observations of the Ld CIT (A) that unaccounted cash payments have been made by the appellant from his undisclosed income/unexplained money which is taxable u/s 69A and alternatively unexplained investment in land is taxable u/s 69 of the Income Tax Act are without any substance. There is not an iota of evidence with the revenue to allege that unexplained monies or unexplained investment has been made by the appellant. As submitted above in detail that the Ikrarnamas were never acted upon and the land involved in Ikrarnamas were not finally purchased by the appellant, the decision of the Ld CIT(A) is absolutely illegal and arbitrary.

Submissions in respect of Ground No- 2.10

“On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in confirming the absolutely illegal addition made by AO by imputing alleged cash payment by reducing from the DLC value, the proposed sale value, despite the fact that even the proposed sale consideration was never paid in full and no cognisance of proposed sale value was taken by the Ld assessing Officer.”

There can't be better evidence of absolute arbitrariness and illegality in the order of the Ld Assessing Officer and the Ld CIT (A) than the fact that though addition has been made of the amount representing difference between the agreement value and DLC rate but no cognisance has been taken of the difference between the DLC Value and the advance monies paid. From the perusal of the assessment order, it can be seen that the Ld Assessing Officer computed the total sale consideration from the sale agreements at Rs 5,47,48,625/ and DLC value has been computed by him at Rs 2,05,28,250/. Difference of Sale consideration and DLC value has been computed by him at Rs 3,42,20,275/ from which Assessee's share has been computed by him at Rs 1,51,67,500/. (after accounting for the difference in area of the land as per the 2 annexure , estimates of cash payment has been reduced by him to Rs 2,77,85,000/ from Rs 3,42,20,275/). However, Ld Assessing Officer is absolutely silent about the difference between the DLC value and the advance monies paid by the appellant. Thus, LD Assessing officer is contradicting himself in his actions. On one hand he is accepting that the payments up to the DLC value have not been made as no cognisance of the difference between the DLC value and the advance monies has been taken by him as advance monies paid by both the partners were aggregating to Rs 1,00,00,000/ only. On the other hand, he is taxing the amount of difference between the proposed sale consideration and DLC value as having been paid through unaccounted cash. When no payments to the extent of DLC value too have been made, nor have been alleged by the Ld Assessing Officer to have been made, taxing the difference between the

proposed sale consideration and DLC value is absolutely arbitrary and should not be approved of.

Submissions in respect of Ground No 3-

“On the facts and circumstances of the case and in law, the Ld CIT (A) grossly erred in confirming the absolutely illegal addition of Rs. 3, 30,000/ made by the Ld AO u/s 69A of the I.T. Act on account of alleged undisclosed investment in acquisition of property despite both the authorities recording concurrent findings of fact that the investment in the said property has been made through the Banking channel which is duly recorded in the Books of accounts.”

In this regard it is humbly submitted that there is no disputing the fact that the appellant made investment in purchase of a property, plot No A-70, Shri Krishna Vatika Village Dhara Saligrampura , Tonk Road Jaipur vide a sale agreement dated 11.09.2015 by making payment through Cheque No 289643 drawn on saving Bank account No 0020311000005123 with Malviya Urban Cooperative Bank Ltd. The transaction has not been made out of Books. Ld Assessing Officer observing that prior to the issue of cheque cash was deposited in the Bank source of which has not been explained. Ld Assessing Officer made addition of Rs 3, 30,000/ under section 69 A of the Income Tax Act holding purchase of property as unexplained investment.

Before the Ld CIT (A) source of deposit with the Bank was duly explained. The deposit in the Bank account was made by withdrawing equal cash from the capital account with partnership firm M/s Terra Developers. However, Ld CIT (A) observed that the cash might have been withdrawn from the partnership firm for some other purpose and confirmed the addition.

It is humbly submitted that the Ld Assessing Officer has not made addition of cash deposited with the Bank account but of investment in purchase of property holding the same as unexplained investment within the meaning of section 69A of the Income Tax Act.

Decision of the Ld Assessing Officer and the Ld CIT(A) suffers from gross perversity of law and facts. There is no unexplained investment in property made by the appellant. The investment is duly recorded in the Books of accounts and has flown from the disclosed Bank account of the appellant. When there are concurrent findings of both the authorities that payment for purchase of property has been made through cheque then where the question of unexplained investment arises. In case the LD Assessing officer was not satisfied with the source of deposits in the Bank accounts, he could have made addition of dubious deposits, if any with the Bank. The investment in the property is duly recorded and fully explained. Moreover, the source of cash deposited with the Bank has also been explained to the Ld CIT (A). Ld CIT (A) merely by stating that the cash withdrawn from the partnership firm might have been for some other purpose, has dismissed the appeal without mentioning what other purpose could be there in withdrawing cash from the capital account. It is not the case of the Ld CIT (A)

that cash was not withdrawn from the capital account. In the circumstances, the absolutely illegal addition made by the Ld AO and confirmed by the Ld CIT (A) deserve to be deleted and it is prayed accordingly.”

6. At the time of hearing the Id. AR of the assessee submitted that the survey proceeding carried out u/s. 133A of the Act at the premises of M/s. F. S. Housing Private Limited certain loose paper / sale agreements / documents were found and impounded as Annexure-A page 1 to 60. In that document impounded certain pages shows details such as DLC rate, cash amount, cheque amount, total amount, area of land and name of persons mentioned, that details are more particularly at pages 24-29. The Id. AO prepared as a list the transaction recorded in those pages as tabulated in Table A herein above. For those transactions the assessee has neither paid the cheque amount nor that of the cash. He also submitted the name of the person mentioned are also owner of the property as listed in the Table-A even as of now. Thus, in the absence of this primary evidence there cannot be a transaction for investment in the property as listed tabulated in Table-A. As regards the addition of Rs. 3,30,000 made the relevant fact is that the assessee has withdrawn a sum of Rs. 3,00,000/- on 10.09.2015 from the capital account in M/s. Terra Developers wherein the assessee is one of the partners. That cash withdrawn was deposited into the bank account and from that bank account cheque was given for purchase of property. The Id.

CIT(A) confirmed the addition merely on the surmises that cash was withdrawn from the firm apparently for some other reasons and was not available for deposit in the bank account. The Id. AR of the assessee stated that the Id. CIT(A) without mentioning what other purpose that cash was used is not proved by the revenue and has confirmed the addition. Thus, the addition so sustained is against the set of evidence placed on record and without proving it wrong, no addition can be made / sustained.

7. The Id DR is heard who relied on the findings of the lower authorities and more particularly advanced the similar contentions as stated in the order of the Id. AO and Id. CIT(A). The Id. DR vehemently submitted that the documents clearly mentioning the transaction of cash and cheque along with the details of the property. The assessee requested to furnish documentary evidence by the Id. AO to confirm whether the advance payment made has been recovered or not. The summons u/s. 131 of the Act were also issued by Id. AO to the seller to verify the facts claimed by the assessee. Even at the time of the first appellate stage the assessee has not shown any wiliness to discharge its claim by producing those parties. There was not cancellation of the deed so find so the Id. CIT(A) following the

decision cited in the order rejected the pleas of the assessee confirmed the addition of Rs. 1,51,67,500/-. As regards the addition of Rs. 3,30,000/- since the assessee has withdrawn cash from the firm and then same was deposited into the bank and then the cheque payment was given. The Id. CIT(A) has after discussing all the aspect of the matter confirmed the addition.

8. We have heard the rival contentions and perused the material placed on record. Ground no. 2 to 2.10 raised by the assessee relates the addition of Rs. 1,51,67,500/- made by the Id. AO and sustained by the Id. CIT(A). The brief facts as emerges related to the disputes is that there were search, seizure and survey actions on the group members of Kiran Fine Jewellers on 02.08.2017. Pursuant that action assessment proceedings u/s 153A of the Income Tax Act were initiated and the assessment was made making two additions of Rs 1,51,67,500/ and Rs 3,30,000/ u/s 69 & 69A of the Income Tax Act on account of alleged undisclosed income and unexplained investments made by the assessee. While making the first addition the Id. AO referred to certain loose papers found and impounded during the course of survey action at the premises of M/s F.S. Housing Pvt Ltd. Annexure- A,

Pages 1-60, Exhibit No 14 which contain copies of sale agreements entered into by the assessee along with Shri Charan Singh Khangrot with various land owners for purchase of their land situated at various khasras in village Hamidpura, Tehsil Niwai, Distt Tonk. Property owners as per agreements are (i) Shri Ramswaroop Jangir Seller and Shri Ashok Singh Purchaser, (ii) Smt. Varsha Goyal & Smt. Aashima Malik Sellers and Shri Charan Singh Khangrot purchaser, (iii) Smt. Varsha Goyal & Smt. Aashima Malik, Smt Jamna Devi, Smt Foola Devi & Smt Chotti Devi Sellers and Shri Ashok Singh & Shri Charan Singh Khangrot purchasers. As per the impounded agreements for purchase of land measuring 78 Bighas & 15.5 Biswas total agreed upon sale consideration was Rs 5,47,48,625/- against which total payment of Rs 1,00,00,000/ was made by the appellant and Shri Charan Singh Khangrot till the date of agreement. The sale agreements also mention the per bigha rate of the land. Advance payment aggregating to Rs 1,00,00,000/ made to various sellers was debited from the bank account of Shri Charan Singh Khangrot. Ld. AO further observed that stamp papers were purchased either by the appellant or by Shri Charan Singh Khangrot. The assessee before the Id. AO contended that Ikrarnamas (Agreement to sale) found and impounded during the course of survey proceedings at the premises of M/s F.S.Housing Private Ltd., were entered into with the land

owners mentioned therein for purchase of their land. Advance payments mentioned in the Ikrarnamas were made through cheques only which were debited to the account Shri Charan Singh Khangrot. These Ikrarnamas were never given effect too and the land intended to be purchased through these Ikrarnamas was never purchased by the assessee. Advance payments mentioned in the Ikrarnamas are duly recorded in the Books of accounts of the assessee. As there were financial constraints, the sale transaction agreed upon through the Ikrarnamas never materialized. The assessee has not claimed any deduction of the loss incurred by the appellant by entering into with these agreements to sale and subsequent forfeiture of the advance payments as the same is still not received back. The bench noted that there is no addition of further amount and there is no grievance of the parties on the questioned land.

8.1 But as observed by the Id. AO that pages 24-29 of Exhibit 5 of annexure- A which allegedly contain the detail of DLC rates, cash amount, cheque amount, total amount, area of the land and name of the persons.

The page 24 deals with the 10 Bigha 02 Biswa land situated in Village Hamidpura & Newai Tonk belonging to Smt Foola Devi , DLC Value of the land – Rs 34,00,000/, actual sale value –Rs 70,89,000/ cash amount – Rs

36,89,000/- . Page 25 deals with the land 10 Bigha 02 Biswa situated in Village Hamidpura & Newai Tonk belonging to Smt. Chhoti Devi, DLC Value of the land – Rs 34,00,000/, actual sale value –Rs 70,89,000/ cash amount – Rs 36,89,000/-, Page 26 deals with the land 16 Bigha situated in Village Hamidpura & Newai Tonk belonging to Smt. Aashima Malik, DLC Value of the land – Rs 59,24,000/, actual sale value –Rs 1,11,00,000/ cash amount – Rs 51,76,000/- and page 27 deals with the land having 10 Bigha 02 Biswa land situated in Village Hamidpura & Newai Tonk belonging to Smt. Jamna Devi , DLC Value of the land – Rs 34,00,000/, actual sale value –Rs 70,89,000/- cash amount – Rs 36,89,000/- . Page 28 15 Bigha 18 Biswa land situated in Village Hamidpura & Newai Tonk belonging to Sh Ramswaroop Jangir, DLC Value of the land – Rs 41,34,000/, actual sale value –Rs 1,05,00,000/ cash amount – Rs 63,66,000/- . Page 29 16 Bigha land situated in Village Hamidpura & Newai Tonk belonging to Smt Varsha Goyal, DLC Value of the land – Rs 59,24,000/, actual sale value –Rs 1,11,00,000/ cash amount – Rs 51,76,000/- . All these pages were tabulated [refer Table A in this order] and summarized the entire details of land allegedly purchased by the assessee and Shri Charan Singh Khangrot. The Id. AO after considering the share of the assessee in the cash portion held

that the assessee has made the unexplained investment as per provision of section 69 of the Act and thereby added a sum of Rs. 1,51,67,500/-.

The assessee before the Id. AO contended that Ikrarnamas entered with Shri Ramswaroop Jangir Seller and Shri Ashok Singh Purchaser, Smt. Varsha Goyal & Smt. Aashima Malik Sellers and Shri Charan Singh Khangarot purchaser, Smt. Varsha Goyal & Smt. Aashima Malik, Smt Jamna Devi, Smt. Phoola Devi & Smt. Chotti Devi Sellers and Shri Ashok Singh & Shri Charan Singh Khngarot ***purchases never been registered.***

The properties mentioned in the Ikrarnamas have not been bought by the assessee and were never transferred in the name of the assessee or in the name of Shri Charan Singh Khangrot. Loose papers are not in the handwriting of the assessee. They were written by some third person, amount mentioned as cash was never paid by the assessee. Had the balance monies or that of the cash part paid to the sellers he would have got the properties registered in his name or in the name of Shri Charan Singh. Whereas these properties are appearing the in the name of these person even at the time of hearing of this appeal that government record were placed on record which we were not disputed by the revenue. When the Id. AR of the assessee confronted the payment of cheque or cash

amount subsequently or not he has submitted an affidavit duly signed by the assessee. The content of the affidavit filed reads as under:

AFFIDAVIT

I, Ashok Singh S/o Sh. Babu Singh (PAN: DMCPS7626R), R/o M-28, Income Tax Colony, राजस्थान (RAJASTHAN), Jaipur-302018 do hereby affirm and declared as under:

1. Three Ikrarnamas dated 07.08.15 were found during the course of survey.
2. A some of Rs 1 crore was paid by Shree Charan Singh Khangarot through banking channel and it is duly accounted for.
3. In the sheet there is mention of DLC rate cash payment and cheque payment on account of these ikrarnamas
4. I had neither paid any amount through cheque or by cash.
5. During the course of survey no corroborative evidences were found in support of the allegation that any cash payment has been made.
6. These lands are still in the name of the sellers , which is verifiable from govt records.
7. Due to financial stretch the deal could not be materialized and ikrarnamas were not acted upon.

Deponent

I, Ashok Singh S/o Sh. Babu Singh (PAN: DMCPS7626R) do hereby affirm that the content of above paragraph are true to the best of my knowledge and belief and nothing has been concealed by me.

Deponent

ATTESTED

NOTARY PUBLIC
JAIPUR (RAJ) INDIA

01 JUL 2024

As it is from the affidavit filed by the assessee he has categorically confirmed that the he has neither paid cheque nor paid cash in respect of the alleged transaction recorded in the case of the assessee. Merely Shri

Charan Singh Khangrot paid the cheque amount for the propose property transaction the addition in the hands of the assessee, without bringing any corroborative evidence of having been paid cash or cheque making the addition in the hands of the assessee is against the evidence found and against the facts of the case. The affidavit filed by the assessee cannot be brushed aside as held by the apex court in the case of Mehta Parikh & co., wherein the court held that *“The Revenue failed to challenge the correctness of the cash book entries or the statements made in the affidavits. Without further evidence or cross-examination, the affidavits couldn’t be ignored. The court held that once an affidavit is furnished, it should be presumed to be a correct statement of facts.”* Thus, once the assessee declared on oath that he neither paid any cash nor any cheque in respect of the alleged property transaction and even otherwise these properties are presently lying in the name of those person. The revenue could not controvert these basic facts filed by way affidavit and ownership of the land presently by those persons. Therefore, in the light of these aspect of the matter we do not find any reason to sustain the addition in the hands of the assessee and therefore, the same is directed to be deleted. Based on these observations ground no. 2 to 2.10 are allowed.

9. Ground no. 3 raised by the assessee is in respect of addition of Rs. 3,30,000/- made by the Id. AO and sustained by the Id. CIT(A). The brief fact of the dispute as emerges from the records is that the assessee made investment in purchase of a property, plot No A-70, Shri Krishna Vatika Village Dhara Saligrampura , Tonk Road Jaipur vide a sale agreement dated 11.09.2015 by making payment through Cheque No 289643 drawn on saving Bank account No 0020311000005123 with Malviya Urban Cooperative Bank Ltd. The transaction has not been made out of Books. Ld Assessing Officer observing that prior to the issue of cheque cash was deposited in the Bank source of which has not been explained. Ld Assessing Officer made addition of Rs 3, 30,000/ under section 69 A of the Income Tax Act holding purchase of property as unexplained investment.

9.1 Before the Id. CIT (A) source of deposit with the Bank was duly explained. The deposit in the Bank account was made by withdrawing cash from the capital account with partnership firm M/s Terra Developers. However, Id. CIT (A) observed that the cash might have been withdrawn from the partnership firm for some other purpose and confirmed the addition.

9.2 The Id. AR of the assessee that there is no dispute about the withdrawal of the money by the assessee from partnership firm M/s Terra Developers. Merely based on surmise that the assessee might have used the money else and thereby the revenue cannot by merely rejecting unreasonably a good explanation, convert good proof into no proof. That too on a surmised that the cash might have been used for other purposes and why the assessee withdraw money in cash why not by account payee cheque if the assessee intend to give the cheque for the purchase of property. Thus, merely on the assumption and presumption the evidence and source explained cannot be rejected. The bench also noted that the Id. AO made an addition of unexplained investment by the assessee. The investment is duly recorded in the Books of accounts and has flown from the disclosed Bank account of the assessee. When there are concurrent findings of both the authorities that payment for purchase of property has been made by an account payee cheque then where the question of unexplained investment arises. If at all the Id. AO was not satisfied with the source of deposits in the Bank accounts, he could have made addition of unexplained deposits, if any with the Bank. The investment in the property is duly recorded and fully explained. Moreover, the source of cash deposited with the Bank has also been explained by stating that the cash

withdrawn from the partnership firm might have been for some other purpose, has dismissed the appeal without mentioning what other purpose could be there in withdrawing cash from the capital account. In the light of the discussion so recorded herein above ground no. 3 raised by the assessee is allowed.

10. Ground no. 1 being general in nature and does not require our adjudication.

In the result, the appeal of the assessee is allowed.

Order pronounced in the open court on 24/07/2024.

Sd/-

(डा० एस. सीतालक्ष्मी)
(Dr. S. Seethalakshmi)
न्यायिक सदस्य / Judicial Member

Sd/-

(राठोड कमलेश जयन्तभाई)
(Rathod Kamlesh Jayantbhai)
लेखा सदस्य / Accountant Member

जयपुर / Jaipur

दिनांक / Dated:- 24/07/2024

*Ganesh Kumar, Sr. PS

आदेश की प्रतिलिपि अग्रेषित / Copy of the order forwarded to:

1. The Appellant- Ashok Singh, Imli Phatak
2. प्रत्यर्थी / The Respondent- DCIT, Central Circle-02, Jaipur, LIC Building, Jaipur
3. आयकर आयुक्त / The Id CIT
4. आयकर आयुक्त(अपील) / The Id CIT(A)
5. विभागीय प्रतिनिधि, आयकर अपीलीय अधिकरण, जयपुर / DR, ITAT, Jaipur
6. गार्ड फाईल / Guard File (ITA No. 576/JP/2024)

आदेशानुसार / By order,

सहायक पंजीकार / Asst. Registrar