

**IN THE INCOME TAX APPELLATE TRIBUNAL  
PUNE BENCH, 'C' PUNE**

**BEFORE SHRI R.S. SYAL, VICE PRESIDENT AND  
SHRI PARTHA SARATHI CHAUDHURY, JUDICIAL MEMBER**

आयकर अपील सं. / ITA No.19/PUN/2021

निर्धारण वर्ष / Assessment Year : 2016-17

Rieter Machine Works Limited, C/o. Rieter India Private Limited, 306-308, 3 <sup>rd</sup> Floor, Western Wing (A-2), Nyati Unitree, Samrat Ashok Road, Yerwada, Pune – 411 006 PAN : AADCR1340N	Vs.	ACIT (International Taxation), Circle-2, Pune
Appellant		Respondent

Assessee by	Shri M.P. Lohia & Shri Nikhil Mutha
Revenue by	Shri Shekhar L. Gajbhiye
Date of hearing	14-10-2021
Date of pronouncement	21-10-2021

**आदेश / ORDER**

**PER R.S. SYAL, VP :**

This appeal by the assessee is directed against the final assessment order dated 09.12.2020 passed by the Assessing Officer (AO) u/s.143(3) r.w.s.144C(13) of the Income-tax Act, 1961 (hereinafter also called 'the Act') in relation to the assessment year 2016-17.

2. The only issue raised in this appeal is against the taxability of Rs.3,88,94,824/- received by the assessee, a Switzerland based non-resident, from its Indian affiliate, namely, Rieter India Private Limited (RIPL).

3. Succinctly, the facts of the case are that the assessee filed its return with total income of Rs.22,30,38,350/-. The AO made a reference to the Transfer Pricing Officer (TPO) for determining the arm's length price of certain international transactions declared by the assessee. The TPO, vide his order dated 10-06-2019 passed u/s.92CA(3), did not propose any transfer pricing adjustment. The AO observed that the assessee had included a sum of Rs.20,04,14,231/- in its total income, being, IT service charges received through RIPL and offered it for tax at 10% in terms of the Double Taxation Avoidance Agreement between India and Switzerland (DTAA). However, another receipt of Rs.4,05,96,997/- from RIPL was not offered for taxation. On being called upon to explain the reasons, the assessee submitted that a sum of Rs.17,02,173/- was in the nature of reimbursement of expenses received from RIPL, representing supply of clothes required for Rieter India employees, Promotional gifts for exhibitions and expenses incurred by employees towards their accommodation, laundry, transport, good etc, which was charged back without any mark-up. The AO accepted the transaction as not chargeable to tax. The remaining amount of Rs.3,88,94,824/-, which is the core of controversy in the instant appeal, was claimed as reimbursement of

IT license costs incurred towards centrally purchasing software licenses and use by RIPL. The AO analyzed the Master Services Agreement (Agreement) under which the assessee provided IT services to RIPL and offered the amount relatable to such services as taxable. The AO deduced the precise nature of services rendered. He noticed that the assessee could not explain as to how the receipt of Rs.3.88 crore claimed as reimbursement, was different from the receipt of Rs.20.04 crore from the IT services rendered under the Agreement, which was offered to tax. After considering the assessee's reply, the AO held that the amount of Rs.3.88 crore was chargeable to tax in India as Fees for Technical Services/Royalty and also under Article 12 of the DTAA. The Dispute Resolution Panel (DRP) did not provide any succor to the assessee. This is how, the assessee has come up in appeal before the Tribunal.

4. We have heard both the sides and gone through the relevant material on record. The main plank of the ld. AR for claiming the amount in question as not chargeable to tax, is that the receipt was in the nature of reimbursement of IT service cost from RIPL and, in the alternative, it was a receipt of software royalty not chargeable to tax in the hue of the judgment of Hon'ble Supreme Court in *Engineering Analysis Centre of Excellence Pvt. Ltd. Vs. CIT (2021)*

432 ITR 472 (SC). Thus, we need answer to the following questions to resolve the controversy.

I. Is the receipt a reimbursement?

II. Is the receipt a software royalty?

and if none of the two, then

III. What is true nature of the receipt?

We will deal with these issues *ad addendum*.

#### I. IS THE RECEIPT A REIMBURSEMENT?

5. The assessee has claimed the receipt to be in the nature of reimbursement of software costs from RIPL. In principle, chargeability is attracted on the income element embedded in a revenue receipt. A receipt *de hors* profit element, which is only a Reimbursement, is not taxable. However, to categorize a particular amount as reimbursement, it is *sine-qua-non* that the expenditure should be incurred for and on behalf of the other. It envisages two cumulative conditions, viz., first that undiluted benefit flowing from the incurring of the expenditure is passed on, as such, to the other and the second, that the amount incurred is recovered as it is from the other without any plus or minus to that. If the costs incurred go in a common pool which are then shared by several persons on certain allocation keys, even if the amount so allocated and

recovered may be without any mark up, but it may not necessarily constitute reimbursement in the strict sense *qua* each participant independently.

6. The Indian exchequer is concerned only with the income earned by a non-resident from India and not from the other tax jurisdictions. If the non-resident charges Indian entity higher or lower than what is actually due from it, with the corresponding northward or southward adjustment in the share of allocation to the entities situated in other foreign destinations, the dented share of revenue magnetizing the Indian income tax, will affect its coffers notwithstanding the fact that the overall cost recharge by the non-resident remains without any mark-up.

7. In order to evaluate the contention of Reimbursement raised on behalf of the assessee, it is *sine-qua-non* to first understand precisely the nature of transaction. The assessee rendered I.T. services to its group entities across the globe and received Rs.20.04 crore from RIPL, which was *suo motu* offered for taxation @10%. This amount was received pursuant to the Master Services Agreement with RIPL, a copy of which is available at page 123 onwards of the paper book. We have gone through the Agreement, the preamble of which states that the assessee will provide certain

IT services to RIPL. Clause (2) of the Agreement describes the nature of Services as provided in the Appendix-I. The Appendix, in turn, gives the nature of services as follows:

#### SLA Client Basic Services

Service	Cat	Description
OP-CBS-GLOBAL	CE70	Client Basic Services Global
OP-CBS-AMFR	CE71	Client Basic Services AMFR

#### SLA Business Applications

Service	Cat	Description
OP-BACAX-GLOBAL	CE72	Business Applications for PDE/PLM Users Global
OP-BACAX-AMFR	CE73	Business Applications for PDE/PLM Users Winterthur
OP-BASMT-GLOBAL	CE74	Business Applications for Sales, Marketing and Technology Users Global
OP-BASMT-AMFR	CE75	Business Applications for Sales, Marketing and Technology Users Winterthur
OP-BAPS-GLOBAL	CE76	Business Applications for Parts and Service Users Global
OP-BAPS-AMFR	CE77	Business Applications for Parts and Service Users Winterthur
OP-BAOP-GLOBAL	CE78	Business Applications for Operations Users Global
OP-BAOP- AMFR	CE79	Business Applications for Operations Users Winterthur
OP-BAFC-GLOBAL	CE80	Business Applications for Finance and Controlling Users Global
OP-BAFC-AMFR	CE81	Business Applications for Finance and Controlling Users Winterthur
OP-BAHR-GLOBAL	CE82	Business Applications for Human Resources Users Global
OP-BAHR-AMFR	CE83	Business Applications for Human Resources Users Winterthur
OP-BAOTHERS-GLOBAL	CE84	Business Applications for others/Basis Global
OP-BAOTHERS-AMFR	CE85	Business Applications for others/Basis Winterthur
RIC-xxxx	CEP	Change request implementation
PR-xxxx	CEP	Project implementation

8. It can be seen from the nature of services rendered under the Agreement, that these are mainly of two types, namely, Client Based Services and Business Application. The first category includes Client Based Services described as (CBS) and the second category covers Business Applications for PDE/PLM Users Global (BACAX); Business Applications for Sales, Marketing and Technology Users Global (BASMT); Business Applications for Parts and Service Users Global (BAPS); Business Applications for Operations Users Global (BAOP); Business Applications for Finance and Controlling Users (BAFC); Business Applications for Human Resources Users Global (BAHR); Business Applications for others (BAOTHERS).

9. The assessee set up a case before the AO that the Reimbursement of IT license cost amounting to Rs.3.88 crore had absolutely no relation with the services provided under the Agreement, and this amount was primarily towards recovery of software licenses costs which were transferred to RIPL and recharged without any mark-up. During the course of assessment proceedings, when the AO required the assessee to clarify its stand on the amount in question, the assessee stated, as has been reproduced on pages 3 and 4 of the final assessment order, that :

*“AMFR provides IT support to all its group companies enabling group companies to have access to highly developed and efficient IT infrastructure. The development of the IT infrastructure including the purchase of external consulting services and software/License is performed centrally by AMFR. Furthermore, AMFR is responsible for the enhancement and maintenance of the IT infrastructure. Rieter India had during the year reimbursed IT license usage costs to its AE (AMFR). These costs are related to the software license usage purchased centrally by the AE. These costs are recharged on the basis of the actual number of users using these software licenses across its associated entities.”* It can be seen that the assessee stated before the AO that third party software were centrally purchased by it and IT support services were provided to all its group entities by allowing access to its IT infrastructure. This shows variance between the version espoused before the Tribunal to the effect that the software centrally purchased were allotted to the RIPL for which reimbursement was made as such, and that put up before the AO that it purchased software from third parties and provided IT support to all its group companies by allowing access to highly developed and efficient IT infrastructure. To find out the true nature of the transaction, the Id. AR was directed to furnish



complete detail of IT costs reimbursement worth Rs.3.88 crore in dispute and the manner of cost allocation to other group entities. On the next date of hearing, the ld. AR placed on record some charts at page 489 onwards of the paper book, with the caption : 'Rieter India- IT Cost Reimbursement working' for each of the month of the year under consideration. There are two tables given for the month of April, 2015, at page 489 of the paper book. The first table is reproduced as under :

Cost Allocation Key

Particulars	Total Number of users	Users belonging to ARIP	ARIP-Portion	Weights for IT infrastructure cost allocation	Weighted Average Allocation
Client Based Services Users ('CBS')	3195	608	19.03%	0.30	5.71%
Business Applications for Product Development Engineers/Product Life Cycle Management Users Global Users ('BACAX')	388	53	13.66%	0.13	1.78%
Business Applications for Sales, Marketing and Technology Users ('BASMT')	188	30	15.96%	0.10	1.60%
Business Applications for Parts and Service Users ('BAPS')	237	35	14.77%	0.10	1.48%
Business Applications for Operations Users ('BAOP')	651	155	23.81%	0.10	2.38%
Business Applications for Finance and Controlling Users ('BAFC')	168	40	23.81%	0.05%	1.19%
Business Applications for Human Resources Users ('BAHR')	40	3	7.50%	0.05%	0.38%
Technology Information System (TIS)	137	17	12.41%	0.02	0.25%
Business Applications for Others/Basis Users ('BAOTHERS')	363	42	11.57%	0.05	0.58%
Key for common costs SAP operation (Total users Excluding CBS and TIS)	2035	358	17.59%	0.10	1.76%
Key for common costs IT Infrastructure (since all teams use these applications, allocation key is based on weighted average of above ratios)					17.09%

10. The first column of the Table depicts the nature of services provided by the assessee to RIPL under the 'IT costs

reimbursement' working for the month of April, 2015 and all the next columns show the manner of cost allocation to RIPL. The nature of services has been given as Client Based Services Users ('CBS'); Business Applications for Product Development Engineers/Product Life Cycle Management Users Global Users ('BACAX'); Business Applications for Sales, Marketing and Technology Users ('BASMT'); Business Applications for Parts and Service Users ('BAPS'); Business Applications for Operations Users ('BAOP'); and Business Applications for Finance and Controlling Users ('BAFC') etc.

11. When we peruse the nature of services given in the above table for which a sum of Rs.3.88 crore was received and claimed as Reimbursement and then compare them with the services rendered under the Agreement as reproduced above, for which a taxable revenue of Rs.20.04 crore was received, it becomes ostensible that both match exactly. To put the things more lucid, the first item in the Master Services Agreement is Client Based Services described as CBS, which tallies with the first item in the above table on page 489 of the paper book. Business Applications for PDE/PLM Users Global (BACAX) under the Agreement matches with BACAX in the Table; Business Applications for Sales, Marketing and

Technology Users Global (BASMT) under the Agreement matches with BASMT in the Table; Business Applications for Parts and Service Users Global (BAPS) in the Agreement matches with BAPS in the Table of Reimbursement given on page 489 of the paper book so on and so forth. On a comparative analysis, it becomes graphically pellucid that the nature of services referred to in the Master Services Agreement and those claimed as reimbursement, are identical. Thus, the transaction sheds the character of the assessee purchasing certain software licenses from third party vendors and then sub-licensing the same to its group entities including RIPL, for which it received reimbursement of the costs incurred on purchasing them. This is reinforced from the assessee's submission before the DRP that the software and licenses purchased from the third party vendors could not be sub-licensed, as has been given at page 75 of the Paper Book that : `the AMFR (the assessee) centrally purchases third-party software and licenses. As per the end-user license agreements with the third-parties, *the Assessee has obtained non-exclusive user right and does not have any rights to sub-license-engineer the software.* Such software and licenses are used by all the group entities of the Rieter Group.' The correct position which, therefore, follows is that the assessee purchased

certain software from third party vendors which were not meant to be transferred to global entities including RIPL, but to be merged with its own software infrastructure so as to constitute one integrated Centralized IT infrastructure for rendering the IT support services of CBS, BACAX, BASMT, BAPS and BAOP etc. to all the group entities including RIPL under the Master Agreement. Thus it is severely plain that the first condition of Reimbursement as discussed above, being, the passing of the unfiltered benefit of the expenditure to the other, fails in this case as the assessee purchased software from the third party vendors and did not pass on the same to RIPL, but offered services with the help of such software. The benefit to RIPL got diluted. Had it been a case of the assessee purchasing a particular number of software licenses from the vendors and then transferring them at the identical price to the Indian entity, as has been tried to be projected but which is not actually the true state of affairs as has transpired from the above discussion, it would have satisfied this condition.

12. Now we move on to the second Table of the 'IT Cost Reimbursement' given on page 489 of the Paper book. This table deals with the manner in which the total costs incurred on the purchase of software from the third party vendors were allegedly

reimbursed from the group entities including RIPL. The Table reads as under:

Particulars	ABRA	ABRAF	AC EET	AN OVB	AC HA	AR TA	AR CO	AR EX	AR IP	AR IS	AR MAN	AV PK	AR TS	Rohner & Spiller	AS AG	AS CZ	AS PI	AW ST	AM FR	Total Users
CBS	69	18	38	103	496	9	44	328	608	308	38	8	22	2	6	5	149	36	908	3,195
BACAX	-	-	1	4	61	-	-	65	53	41	-	-	-	-	1	-	17	14	131	388
BASMT	-	-	3	9	29	1	3	1	30	1	-	-	-	-	-	-	16	1	94	188
BAPS	-	-	-	-	26	1	5	20	35	54	-	-	3	-	-	-	-	-	93	237
BAOP	-	-	12	32	130	-	-	57	155	79	-	-	-	-	1	-	33	-	152	651
BAFC	-	-	3	6	24	1	3	19	40	14	15	-	-	-	1	1	8	1	32	168
BAHR	-	-	-	-	1	-	1	4	3	6	-	-	-	-	-	-	1	-	24	40
TIS	-	-	-	-	-	-	-	-	17	-	-	-	-	-	-	-	-	-	120	137
BA OTHERS	-	-	1	16	50	-	-	36	42	52	5	-	-	1	1	2	43	-	114	363

Abbreviations :

Bracker AG-ABRA	Rieter Ingolstadt-ARIS
Bracker France-ABRAF	Rieter Management-ARMAN
European-Excellen Textile Components – ACEET	Rieter Sammelstiftung-AVPK
Novibra-ANOV B	Rieter Textile Machinery Trading &Service – ARTS
Rieter (China) Textile Instruments-ACHA	Rohner & Spiller –ex Mapro
Rieter Asia (Taiwan)-ARTA	Schaltag-ASAG
Rieter Corporation – ARCO	Schaltag CZ-ASCZ
Rieter CZ-AREX	Spindelfabrik Sussen-ASPI
Rieter India-ARIP	Wilhelm Stahlecker-AWST

13. It can be seen from the above table that it contains the measure for cost allocation, or a guide for the allocation keys, for each head of the IT Services rendered by the assessee to its 19 group entities. The first column in the Table, namely “Particulars” details the nature of service, such as, CBS and BACAX, and BASMT. In all, there are 19 entities of the assessee group availing IT services including the Indian entity (RIPL). There are 18 other entities

situated in different countries for which the codes have been given. For example, Bracker France has been named as ABRAF, Rieter (China) Textile Instruments has been referred to as ACHA. These 19 columns contain details of the number of users from each of the 19 entities with the last column of Total users. It is on the basis of the number of users that the allocation keys have been devised and the assessee has bifurcated the costs under different heads. For example, for the CBS service, the assessee has claimed that there were in all 3195 users, including 608 from RIPL, giving the allocation key with the share of RIPL at 19.03% in the first table on Page 489. How and wherefrom the magical figures of 608 and 3195 users have descended is best known only to the assessee, which is not corroborated by any evidence. The Id. AR fairly admitted that there was no direct evidence to support the ratio for allocation of the costs except urging that the system generated the number of users. It is seen that the assessee has allocated BAOP and BAFC costs to RIPL at 23.81% each. Page 525 is a summary of allocation of total costs for all the services during the year to the group entities for the year under consideration. It can be seen that as against such total cost of 32,84,490, RIPL has been allocated 5,78,024, which is more than 17% of such total costs. Given the fact that there are 19 global

entities availing IT services from the assessee, we fail to comprehend as to how only the Indian entity has been allocated more than 17% of the total costs as against each of the other 18 entities getting allocation of 4.6% on average. From the above discussion, it is manifest that there is no proper and identifiable method of allocating the costs to RIPL under different IT service heads, claimed as reimbursement, thereby throwing the one-to-one correlation between the out go and in flow of the assessee on this score from RIPL to the winds. This shows that the assessee allocated costs for rendering IT Services in a peculiar manner, the *modus operandi* of which is not open for verification to the tax authorities.

14. Further, clause (4) of the Agreement defines “Consideration”, which has been elaborated in Appendix-II. Relevant part of it states that: ‘The basis for the calculation of the service fees shall include the direct as well as the indirect costs incurred. Generally for the following cost items a mark-up of 5% shall be added: .....Software and license fees.....Charges/cost reimbursements from other related parties....’. It shows that the Agreement firstly, talks of incurring software and license fee in rendering the services and then, of loading software and license fee cost with mark-up of 5%. This runs

contrary to the assessee's stand that firstly, it did not use third party software for rendering IT services under the Agreement and secondly, that the software costs were recharged on cost to cost basis. This brings us to the inevitable conclusion that the second constituent of Reimbursement, being, recovery of the amount incurred as it is from the other without any plus or minus, also falls on the ground thereby jeopardizing the concept of Reimbursement.

15. We have noticed above that cumulative satisfaction of both the conditions is essential for constituting 'reimbursement'. If one of them is lacking, the test of reimbursement fails. We are instantly confronted with a situation in which both the conditions are failing. Neither the undiluted benefit of the software cost was passed on to RIPL nor did the assessee recover the amount as it is from RIPL. We are ergo disinclined to countenance the contention of 'Reimbursement', which is hereby jettisoned.

## II. IS THE RECEIPT A SOFTWARE ROYALTY?

16. The next contention put forth on behalf of the assessee is that the amount received from RIPL was in the nature of software royalty because it purchased certain software and transferred the same to it. In support of the contention that the receipt from RIPL is not royalty, the Id. AR relied on *Engineering Analysis (supra)*. A



proposition was bolstered that RIPL got copyrighted article from the assessee, which was different from the copyright in the software purchased.

17. Insofar as the *ratio* in the case of *Engineering Analysis (supra)* is concerned, there is no dispute that it has been held by the Hon'ble Summit Court that ownership of copyright in a work is different from the ownership of the physical material in which the copyrighted work may happen to be embodied. Parting with copyright entails parting with the right to do any of the acts mentioned in section 14 of the Copyright Act. Where the core of a transaction is to authorize the end-user to have access to and make use of the "licensed" computer software product, over which the licensee has no exclusive rights, no copyright is parted with. However, the facts of the instant case are entirely different. On a specific query, the Id. AR failed to point out as to the specific number of licenses purchased by the assessee from third party vendors and those transferred to RIPL. Rather it was fairly conceded during the course of proceedings and has been established by us above that there was no direct transfer of software licenses to RIPL but it was a case of allowing user to RIPL from the centralized IT infrastructure maintained by the assessee in

Switzerland. What is relevant for our purpose is the amount of receipt by the assessee for rendering services and not the costs incurred in the purchase of software facilitating the provision of services. We are not confronted with a situation in which the assessee purchased software from third party vendors and then licensed the same to RIPL for use. Rather all the software purchased by it were integrated by the assessee into its own centralized IT infrastructure for facilitating the provision of the IT services enlisted above to its group entities and RIPL is one of such beneficiary of the services. It is rather a case of the assessee only purchasing the software from third party vendors and the transactions *qua* such individual software coming to an end there itself. The ratio of *Engineering Analysis (supra)* can apply where the vendors demonstrate that what they transferred to the assessee was copyrighted article and not copyright. On the contrary, we are concerned with the second stage in which the software licenses, being in the nature of copyrighted article, were purchased by the assessee and then used in the providing various services, such as, Client Based Services (CBS), Business Applications for Sales, Marketing and Technology Users (BASMT), Business Applications for Parts and Service Users (BAPS), Business Applications for

Operations Users (BAOP), Business Applications for Finance and Controlling Users (BAFC) etc.

18. The fact that the assessee utilized the software purchased from third party vendors for integrating them with its own software for making a common centralized integrated IT infrastructure so as to render the IT services is further fortified by the details of the alleged reimbursement submitted by the assessee. First table on page 489 of the paper book has last two columns with captions 'Weights for IT infrastructure cost allocation' and 'Weighted average allocation'. On a specific query, the ld. AR submitted that the assessee company spent certain amount on IT infrastructure, independent of the software cost, which was allocated between all the 19 entities and the RIPL's share in it was determined at 17.09%. This shows that apart from purchasing the software for the centralized IT infrastructure Centre, the assessee also incurred certain IT infrastructure costs for integrating them into its centralized system so as to render services to the worldwide entities, which was charged to RIPL at 17.09%. This plentifully proves that the amount recovered by the assessee from RIPL is not towards transfer of any software so as to constitute software royalty. The contention of the ld. AR in this respect stands repelled.

### III. WHAT IS TRUE NATURE OF THE RECEIPT ?

19. Having held that the receipt of Rs.3.84 crore is neither reimbursement nor royalty for software, the next question is to find out true nature of the receipt. It has been noticed above that the assessee rendered I.T. services to its group companies including RIPL and offered a sum of Rs.20.04 crore to tax as royalty/fees for technical services. We have further found that the nature of services provided under the Master Agreement for which Rs.20.04 crore has been offered to tax is exactly similar to that claimed to be reimbursement for which Rs.3.84 crore has been received. In fact, there is only one Master agreement with RIPL under which the composite I.T. services were rendered to the group companies including RIPL - whether with the help of own software or those purchased from third party vendors. Whereas the assessee offered revenue to tax insofar the consideration for the I.T. services rendered from its own developed software is concerned, but claimed the corresponding revenue to the extent of cost incurred in purchasing software from third party vendors and the cost incurred in setting up the matching infrastructure, as reimbursement and hence not exigible to tax. But for that, the nature of service is same. This shows that the assessee received Rs.23.92 crore (Rs.20.04

crore and Rs.3.88 crore), except the reimbursement accepted by the AO, from RIPL on account of IT services, out of which one part consisting of Rs.3.88 crore (being share allocated to RIPL towards license and IT infrastructure cost) was claimed as reimbursement and the second part consisting of Rs.20.04 crore was offered for taxation. Thus, there is no inherent difference in the composition of receipt by the assessee from RIPL, which has been bifurcated into two parts by showing Rs.20.04 crore as taxable and Rs.3.88 crore as not taxable. Since the nature of services rendered by incurring costs - on maintaining owned software and those purchased from third party vendors - is similar, the amount received by the assessee from RIPL for rendering such services cannot have two different characters viz., one part as taxable and the other as not taxable.

20. On a pertinent query as to whether revenue of Rs.20.04 crore received by the assessee from RIPL towards I.T. Services was offered and taxed as Royalty or Fees for technical services, as the same treatment would be given to Rs.3.84 crore as well, the ld. AR submitted that it did not make any difference as both the royalty/FTS are taxable at the rate of 10% under the DTAA. We, therefore, hold that the authorities below were fully justified in including Rs.3,88,94,824/- in the total income of the assessee and charging it

to tax at 10% in parity with the assessee *suo motu* offering Rs.20.04 crore to tax at that rate.

21. In the result, the appeal is dismissed.

Order pronounced in the Open Court on 21<sup>st</sup> October, 2021.

Sd/-  
(PARTHA SARATHI CHAUDHURY)  
JUDICIAL MEMBER

Sd/-  
(R.S.SYAL)  
VICE PRESIDENT

पुणे Pune; दिनांक Dated : 21<sup>st</sup> October, 2021  
सतीश

**आदेश की प्रतिलिपि □ प्रेषित/Copy of the Order is forwarded to:**

1. अपीलार्थी / The Appellant;
2. प्रत्यर्थी / The CIT(A)-13, Pune
3. The PCIT-5, Pune
4. DR, ITAT, 'C' Bench, Pune
5. गार्ड फाईल / Guard file.

आदेशानुसार/ BY ORDER,

// True Copy //

Senior Private Secretary  
आयकर अपीलीय अधिकरण ,पुणे / ITAT, Pune

		Date	
1.	Draft dictated on	14-10-2021	Sr.PS
2.	Draft placed before author	20-10-2021	Sr.PS
3.	Draft proposed & placed before the second member		JM
4.	Draft discussed/approved by Second Member.		JM
5.	Approved Draft comes to the Sr.PS/PS		Sr.PS
6.	Kept for pronouncement on		Sr.PS
7.	Date of uploading order		Sr.PS
8.	File sent to the Bench Clerk		Sr.PS
9.	Date on which file goes to the Head Clerk		
10.	Date on which file goes to the A.R.		
11.	Date of dispatch of Order.		

\*