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IN THE INCOME TAX APPELLATE TRIBUNAL
MUMBAI BENCH 'L' MUMBAI

BEFORE SHRI P.M. JAGTAP (AM) AND SMT. ASHA VIJAYARAGHAVAN (JM)

ITA No.7349/Mum/2004
Assessment year-2003-04

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021 PAN-AABCS 9229H	Vs.	The Addl Director of Income Tax (International Taxation), Range 2, Scindia House, Mumbai
(Appellant)		(Respondent)

ITA No.7574/Mum/2004

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

ITA No.4037/Mum/2005

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 399/M/2005
(Arising out of ITA No.4037/Mum/2005)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

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ITA No.2692/Mum/2009
A.Y. 2007-08 & 2008-09

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 208/M/2009
(Arising out of ITA No.2692/Mum/2009)
(A.Y. 2008-09)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

ITA No.4040/Mum/2005

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 402/M/2005
(Arising out of ITA No.4040/Mum/2005)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

ITA No.4039/Mum/2005

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

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C.O. No. 401/M/2005
(Arising out of ITA No.4039/Mum/2005)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

ITA No.4036/Mum/2005

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 398/M/2005
(Arising out of ITA No.4036/Mum/2005)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

ITA No.4038/Mum/2005

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 400/M/2005
(Arising out of ITA No.4038/Mum/2005)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

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ITA No.675/Mum/2007
A.Y. 2006-07

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 135/M/2007
(Arising out of ITA No.675/Mum/2007
(A.Y. 2006-07)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., 18th Floor, Express Towers, Nariman Point, Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

ITA No.674/Mum/2007
A.Y. 2006-07

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 134/M/2007
(Arising out of ITA No.674/Mum/2007
(A.Y. 2006-07)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

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ITA No.673/Mum/2007
A.Y. 2006-07

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 133/M/2007
(Arising out of ITA No.673/Mum/2007
(A.Y. 2006-07)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., 18th Floor, Express Towers, Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

ITA No.672/Mum/2007
A.Y. 2006-07

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 132/M/2007
(Arising out of ITA No.672/Mum/2007
(A.Y. 2006-07)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

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ITA No.2691/Mum/2009
A.Y.2007-08 & 2008-09

The DDIT-2(1) (International Taxation), Scindia House, Mumbai	Vs.	SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021
(Appellant)		(Respondent)

C.O. No. 207/M/2009
(Arising out of ITA No.2691/Mum/2009)
(A.Y. 2008-09)

SET Satellite (Singapore Pte Ltd., Now known as MSM Satellite (Singapore)Pte Ltd. C/o S.R. Batliboi & Co., Mumbai-400 021	Vs.	The DDIT-2(1) (International Taxation), Scindia House, Mumbai
(Cross Objector)		(Respondent)

Assessee by: Shri S.E. Dastur
Shri Niraj Sheth
Department by: Shri Narender Singh

O R D E R

PER BENCH

Against the order of the Ld. CIT(A) dt. 2nd July 2004 which was emanated from the order u/s. 201(1) and 201(1A) of the I.T. Act, 1961 dt. Feb. 19, 2004, passed by the ADIT (International Taxation), Mumbai, Revenue is in appeal and the assessee has filed the cross objection. The remaining appeals of the Revenue are against the orders of the Ld. CIT(A) whereby he has disposed off the appeals filed by the assessee against orders passed by the AO u/s. 195 of the I.T. Act. Since the issues involved in all these appeals are common, the same have been heard together and are being disposed off by this single consolidated order for the sake of convenience.

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2. The facts of the case are that the assessee is a Singapore based company engaged in the business of acquiring television programs, motion pictures and sports events and exhibiting the same on its television channels from Singapore. The assessee is a tax resident of Singapore in terms of Article 4 of the India Singapore Tax Treaty.

3. The assessee had entered into an agreement on January 25, 2002 with Global Cricket Corpn. Pte Ltd (GCC) (also a tax resident of Singapore under the Treaty). Under the agreement, GCC has granted 'rights' to the assessee throughout the licensed territory. The term 'rights' under Sch-I to the agreement has been defined as the right to transmit, broadcast, exhibit, perform, include in cable programs and/or otherwise distribute, make available to the public any moving visual or audio visual representations and/or images of matches, players or play in any event, the feed, the highlights, package and any recording and other material by means of any media. The term 'licensed territory' has been defined under Sch-I to the agreement as India, Pakistan, Srilanka, Bangladesh, Singapore and Malaysia.

4. The ADIT initiated proceedings u/s. 201 of the I.T. Act on the assessee for non deduction of tax at source from payments made to GCC. During the course of Sec. 201 proceedings, the assessee made various written submissions before the ADIT, the gist of which is summarized below:

1. The territorial jurisdiction of the I.T. Act, 1961 is restricted to the Indian Territory and cannot be applied to a transaction carried out outside India.

2. When payment is made outside India by a non-resident to another non-resident, it is not covered by the provisions of Sec. 195.

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3. The payment cannot be considered as royalty as defined under explanation 2 to Sec. 9(1) (vi) of the Act.

4. The payment is also not in the nature of royalty as defined in article 12(3) of Indo Singapore Treaty.

5. The income does not accrue in India as per article 12(7) of the treaty.

6. The limitation clause under article 24 of the Treaty is not applicable to the case of the assessee.

5. Vide order u/s. 201(1)/201(1A) of the I.T. Act dt. Feb. 19, 2004, the ADIT held that the payments made by the assessee to GCC were in the nature of 'Royalty' as defined in Explanation 2 to Sec. 9(1)(vi) of the I.T. Act, which were deemed to arise in India and hence taxable in India. Accordingly, the ADIT raised a demand of Rs,. 32,94,06,000/- u/s. 201(1) and interest of Rs. 5,46,76,000/- u/s. 201(1A) of the I.T. Act on the assessee for non-deduction of tax at source from payments made to GCC.

6. Aggrieved by the order of ADIT, assessee filed an appeal before the Ld. CIT(A). The Ld. CIT(A) in his order dt. 2nd July, 2004 inter alia discussed and decided the main issues in paragraph No. 8.42 as under:

> *"I have considered the submissions of the appellant as well as the submissions made by the ADIT. There are two aspects of the matter.*
>
> *Whether payment for live cricket event rights constitutes Royalty within the meaning of Article 12(3) of the Tax Treaty.*
>
> *Assuming that the answer to the above is in the affirmative, whether such a Royalty arises in India within the meaning of provisions of Article 12(7) of the Tax Treaty.*
>
> *As is apparent, if my answer to the second issue viz., that the Royalty does not arise in India is in the affirmative, my answer to question No. 1 would become redundant.*

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Accordingly, while I find substantial merit in the arguments canvassed by the appellant that the payment for live feed rights does not constitute Royalty, I do not consider it necessary to decide on this issue. This is because I am in full agreement with the contention of the appellant that even if one assumed that the payment was in the nature of Royalty, such a Royalty does not arise in India having regard to the provisions of Article 12(7) of the Treaty. I concur with the opinion of Mr. Phillip Baker on the subject and hold that unless there is a direct nexus with the activities of the PE and the incurring of the said expenditure, the Royalty cannot be said to arise in India. Since there is no such nexus in this case, I hold that the payment to GCC cannot be said to arise in India with the meaning of Article 12(7) of the Treaty."

7. The Ld. CIT(A) thus inter alia decided the main issue in favour of the assessee holding that even if it is assumed that the amount in question is in the nature of royalty, such royalty income does not arise in India in terms of Article 12(7) of the relevant DTAA and thus the same is not chargeable to tax in India. Accordingly he held that the assessee was not liable to deduct tax at source from the payment made to GCC. The Ld. CIT(A) thus partly allowed the appeal of the assessee by his impugned order against which the assessee and department has filed these appeals before us.

8. The main issue which arises for our consideration in this case is the one raised by the Revenue in Ground No. 3 which reads as under:

"Whether the facts and in the circumstances of case and in law, the CIT(A) erred in holding that the royalty has not arisen I India having regarding to the provisions of Article 12(7) of Indo-Singapore DTAA."

9. The Ld. Departmental Representative submitted the following arguments in support of the Revenue's case on this issue.

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i) The source of Revenue for the assessee is from advertisement which are telecasted on the SET Satellite channel and paid for mainly by the persons in India. The other sources of the Revenue of the assessee is the subscription income collected from Cable Operators mainly in India.

ii) GCC as a Licensor granted 'rights' to the assessee as licensee throughout the licenced territory together with commentary in the authorized languages for a fee for a authorized number of exhibitions during the exhibition period. The definition of rights is exhaustive.

iii) The assessee has also been given right to edit the feed i.e. reconfigure, recombine or repackage, to copy and store the feed on any storage device in any medium, to dub and sub-title the feed. The assessee is also given a guarantee that the Licensor shall not make available live feed to any other persons in any part of the licensed territory except as provided in the agreement in a limited way. It shows that the assessee has exclusive broadcasting rights for distribution in the licensed territory. The assessee has also been given non-exclusive right to use, logo of GCC.

iv) Sale of Airtime on its channel to Indian persons, collection of subscription from Cable Operators in India would amount to doing business in India.

v) The assessee has a Permanent Establishment in India in the form of Set India who is doing the marketing activity of the assessee namely M/s. Set satellite Singapore.

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vi) There is a direct nexus between collection of advertisement revenue from the assessee from India and payment for acquisition of broadcasting rights of cricket matches.

vii) The payments made by the assessee to GCC for transfer of telecasting rights are in the nature of Royalty under Explanation-2 such payments are deemed to accrue or arise in India u/s. 9(1)(vi)(c) of the Act.

10. The Ld. Departmental Representative also contended that the provisions of I.T. Act 1961 are applicable to the transaction outside India if the same has any nexus in India. In this context, he raised the following points:

a) The provisions of the Sec. 195 are applicable even to a transaction made between two non-residents outside India.

b) The telecasting rights received by the assessee from the GCC are in the nature of property similar to a patent, invention, model, design, trade mark etc. as mentioned in clause (i) of Explanation 2 to Sec. 9(1)(vi)

c) The rights to be transferred by the GCC to the assessee are also copyright rights as mentioned in clause (v) of Explanation 2 to Sec. 9(1)(vi).

d) The assessee is carrying on business in India and the payments made to the GCC were for the purpose of business carried out in India and also for making an earning from sources in India.

e) The payments made by the assessee to the GCC are in the nature of royalty u/s. 9(1)(vi) of the Act and therefore chargeable to tax in India.

f) The GCC is not entitled to any benefit under Indo-Singapore Treaty under the limitation clause (article 24) as the payments have been received in Jersey and not in Singapore.

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11. The Ld. AR countered the arguments of the DR stating that even if payments are assumed to be royalty under article 12(3) of the Treaty such royalty does not arise in India in view of the provisions of Article 12(7) of the treaty. The Ld. AR dissected Article 12(7) of the Treaty and explained that the first condition is that the payer should be a resident of India in order to come under Article 12(7) which has not been fulfilled in the instant case. As per the first limb of Article 12(7) of the Treaty, royalties would arise in contracting State, only where the payer is a resident of that Contracting State. In this connection, the Ld. AR relied on the opinion of Mr. Phillip Baker where he has opined that (even assuming the payments to be in the nature of royalties), the source of royalties under Article 12(7) of the Treaty would be in Singapore, since such royalties are paid by the assessee, which is a resident of Singapore and therefore cannot be said to arise in India under Article 12(7) of the Treaty.

12. Further as per the second limb of Article 12(7) of the Treaty, where the payments are made by one non-resident to another non-resident, royalty would arise in India only if –

i) The non –resident payer (i.e. the assessee) has a PE or fixed base in India

ii) the liability to pay royalty is incurred 'in connection with' such PE or fixed base and

iii) the Royalty is 'borne' by such PE or fixed base.

13. Further in the assessment order for the A.Y. 2001-02, the Ld. ADIT has held that the assessee has an Agency PE in India in the form of SET India. The assessee has submitted that the provisions of Article 12(7) are not attracted even if the assessee has only an Agency PE because it does not have a physical presence in India. The Ld. Counsel for the assessee Shri Dastur brought out that under Article 12(7), the condition which

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needs to be satisfied is that the liability to pay Royalty has been incurred 'in connection with' the payer's PE in India. For this he produced a chart with diagrams showing how the entire broadcasting business is being carried out. He pointed out that from the chart it could be easily understood that the collection by way of advertisements and through negotiations with channel operators which are the source of revenue for SET India has no direct nexus between the activities of the payer's PE in India and the royalty payment. He further submitted that its broadcasting business is being carried out from Singapore and it does not carry out any such activity in India. The payment for the cricket rights is made only for the broadcasting operations of the assessee, which are carried out from Singapore. Further, the liability for the payment is incurred by the assessee in connection with its broadcasting operations in Singapore and has no connection with the marketing activities carried through its alleged PE in India.

14. The second aspect which requires consideration is that Article 12(7) requires the Royalty must be borne by the payers PE in India. The assessee contended that in the present case, the financial burden of the payment for live cricket rights is borne by the Head Office of the assessee in Singapore and not by its alleged agency PE in India and therefore the payment cannot be treated as 'borne by' the assessee's PE in India. The wordings, viz., payments being 'incurred in connection with' and 'borne by' by a PE in the other contracting state are also found in Article 11(5) of the OECD Model Convention relating to 'Interest". The assessee has relied on para 26 of the OECD commentary on Article 11 of the Model Convention, which deals with the place where interest can be said to arise. It has been stated in para 26 that interest bearing loans should have an obvious economic link with the PE in the other contracting state. Para 27 of the commentary further states that in the absence of an economic link between the interest bearing loan and the

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PE, the contracting state where such PE is situated cannot be regarded as the State where the interest arises.

15. The Ld. Counsel for the assessee also produced the copy of OECD commentary before us. He contended that the aforesaid analogy should equally apply in the present case with respect of Article 12(7) of the Treaty, which also deals with the requirement of payments being "incurred in connection with" and "borne by" a PE in India. He further contended that since the payments to GCC do not have any economic link with the assessee's marketing/agency PE in India (i.e. SET India), the said payments cannot be said to arise in India under Article 12(7) of the Treaty. The Ld. Counsel for the assessee furnished the opinion of Mr. Phillip Baker at page 70 of the Paper Book.

16. The Ld. Counsel for the assessee submitted Khaus Vogel commentary on Double Taxation convention pointing out as follows:

> "Generally liability is not recognized as pertaining to PE unless it is shown in the PE balance sheet."

The Ld. Counsel also produced the balance sheet and Sch. XV to prove that the amount has not been paid by SET India Pvt. Ltd. to GCC to acquire the broadcasting rights.

17. We heard both the parties. We find no infirmity in the order of the Ld CIT(A). The payment made by the assessee to GCC cannot be said to arise in India under Article 12(7) of the Treaty since the payer (i.e. assessee) is not a resident of India. . As per the first limb of Article 12(7) of the Treaty, royalties cannot arise in India, since the payer is not a resident of India. Such royalties under the first limb of Article 12(7) of the Treaty arise in Singapore since the payer (i.e. the assessee) is a resident of Singapore. The second limb of Article 12(7) of

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the Treaty deals with a scenario where the payments are made by a non-resident, where such non-resident has a PE in India. However, a mere existence of a PE in India cannot lead to a conclusion that royalties arise in India. In addition to the existence of PE, for royalties to arise in India under Article 12(7) of the Treaty, it is essential that liability to pay such royalties has been "incurred in connection with" and is "borne by" the PE of the payer in India.

18. Based on an analogy from paragraph 26 and 27 of the OECD Commentary on Article 11, it is clearly evident that for royalties to arise in India, an existence of an economic link between the liability for payment of such royalties and PE is necessary. However, in the present case there is no economic link between the payment of royalties and the alleged PE of the assessee in India (i.e. SET India), the economic link is entirely with the assessee's head office in Singapore. Thus, the payments to GCC cannot be said to have been incurred "in connection" with the appellant's PE in India (i.e. SET India). Further, the alleged PE in India (i.e. SET India) was also not involved in any way with the acquisition of the right to broadcast the cricket matches, nor did the PE bear the cost of payments to GCC. Thus the payments to GCC cannot be said to have been "borne by" the assessee's PE in India (i.e. SET India).

19. We find that the case laws cited by the Ld. Counsel for the assessee also supports the assessee's case. In the case of Stanley Keith Kinnett Vs CIT 278 ITR 155 and cit Vs Elitos S.P.A & Others 280 ITR 495 in which it has been held that when the burden of payment is not borne by PE or fixed base , trade or business located in India, the amount is not taxable in India. Further on going through Schedule-XV, we find that SET Satellite Singapore has not recovered any amount from the Indian PE, In the Royalty to arise in India as envisaged under Article 12(7) of the Treaty, the condition which reads as follows:

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"Royalties and fees for technical services shall be deemed to arise in a Contracting State when the payer is that State itself, a political sub-division, a local authority, a statutory body or a resident of t. Where, however, the person paying the royalties or fees for technical services, whether he is a resident of a Contracting State or not, has in a Contracting State a permanent establishment or a fixed base in connection with which the liability to pay the royalties or fees for technical services was incurred, and such royalties or fees for technical services are borne by such permanent establishment or fixed base, then such royalties or fees for technical services shall be deemed to arise in the State in which the permanent establishment or fixed base is situated."

20. Firstly the payer is not a resident of India. Secondly the liability to pay such Royalty has not been incurred in connection with and does not borne by the PE of the payer in India. Therefore there being no economic link between the payment of Royalty and SET India hence the royalty does not arise in India having regard to the provisions of Article 12(7) of the Treaty. Hence even if it is assumed that the payment for broadcasting cricket constitutes Royalty, in our opinion such royalty does not arise in India within the meaning of provisions of Article 12(7) of the Tax Treaty and hence the second ground No. 3 raised by the revenue is dismissed.

21. In view of our decision rendered above on the main issue, other grounds raised in Revenue's appeal and assessee's appeal have become only academic and we do not deem it expedient to adjudicate upon the same.

22. As regards the remaining appeals filed by the Revenue, the main issue involved therein is similar to the one which has already been decided by us in the foregoing portion of this order while disposing of the

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cross appeals filed for A.Y. 2003-04. Following the said decision, we dismiss all these appeals filed by the Revenue. Consequently, the cross objection filed by the assessee have become infructuous and the same are accordingly dismissed.

23. In the result, the Revenue's appeals as well as the appeal of the assessee and Cross objections filed by the assessee are dismissed.

Order pronounced on this 25th day of June, 2010

Sd/-
(P.M. JAGTAP)
Accountant Member

Sd/-
(ASHA VIJAYARAGHAVAN)
Judicial Member

Mumbai, Dated .... June, 2010
Rj

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3. *The CIT-concerned*
4. *The CIT(A)-concerned*
5. *The DR 'L ' Bench*

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By Order

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		Date	Initials	
1	Draft dictated on:	22.6.2010		Sr. PS/PS
2.	Draft placed before author:	23.6.2010	______	Sr. PS/PS
3.	Draft proposed & placed before the second member:	_________	______	JM/AM
4.	Draft discussed/approved by Second Member:	_________	______	JM/AM
5.	Approved Draft comes to the Sr. PS/PS:	_________	______	Sr. PS/PS
6.	Kept for pronouncement on:	_________	______	Sr. PS/PS
7.	File sent to the Bench Clerk:	_________	______	Sr. PS/PS
8.	Date on which file goes to the Head Clerk:	_________	______	
9.	Date of dispatch of Order:	_________	______	