VOLUME 60, AUGUST 2019

Chir Amlit Legal LLP
Jaipur | Mumbai | Delhi
www.chiramritlaw.com

THE NEWSLETTER

UPDATE YOURSELF

Exemption to Resident Welfare Associations Under GST

The central government in order to remove ambiguities with respect to the leviability of GST, is regularly issuing notification and clarifications on various issues. One such issue is regarding the leviability of GST on the monthly subscription/contribution charges paid by the residents to the Resident Welfare Associations ("***RWA***") being an unincorporated body or a non- profit entity registered under any law. In this regard, the government has recently issued a clarification *vide* its Circular No.109/28/2019- GST dt. 22.07.2019 ("**Circular No. 109**"). In the said circular it has been clarified that the services supplied by the RWA to its members by way of reimbursement of charges or share of contribution up to an amount of Rs. 7500 per month per member for providing services and goods for the common use of its members in a housing society or a residential complex, shall be exempt from the levy of GST. However, if the amount of contribution or reimbursement charges is more than Rs.7,500/- then GST shall be leviable on the whole amount of contribution. Further, the said exemption is available for each residential apartment owned in the housing society i.e. if a person owns more than one apartment in residential society or residential complex then the exemption of Rs.7,500/- shall be available for each such apartment.

The Circular No. 109 further clarifies that in case the aggregate turnover of the RWA does not exceed the threshold limit of Rs.20 lakhs then no GST shall be paid irrespective of the amount of reimbursement charges or contribution. There was also an ambiguity w.r.t. the availability of input tax credit to the RWA. In this regard, the Circular No. 109 clarified that the RWA is entitled to take the credit of the GST paid on the capital goods, inputs and input services.

Extension of last date of Reporting Significant Beneficial Owners to Registrar of Companies in Form BEN-2

The Ministry of Corporate Affairs ("**MCA**") vide notification No. G.S.R. 100(E) dated 8th February, 2019 had come up with the Companies (Significant Beneficial Owners) Amendment Rules, 2019 ("**SBO Amendment Rules**") wherein the MCA had notified format of form BEN-1 and form BEN-2.

As per Rule 3 of the Companies (Significant Beneficial Ownership) Rules, 2018 ("**SBO Rules**") significant beneficial owners were required to intimate

INSIDE THIS ISSUE:

their significant beneficial ownership to the company within 90 days from the date of notification of the SBO Amendment Rules. Further, as per Rule 4 of the SBO Rules, the companies which have received declaration for BEN-1 are required to file the declaration as received in form BEN-1 from the significant beneficial owners in E-form BEN-2.

As on the date of the notification of the SBO Amendment Rules or the SBO Rules, E-form BEN-2 was not available on the website of the MCA for filing. In this regard, the MCA *vide* General Circular No. 07/2018 dated 6th September, 2018 had already clarified that the companies in which there are Significant Beneficial Owners as per Section 90 of the Companies Act, 2013 will be required to file E-form BEN-2 within 30 days from the date of deployment of E-form BEN-2 on the website of the MCA. The MCA deployed the said E-form BEN-2 on its website on 1st July, 2019 and accordingly, the last date of filing of E-form BEN-2 was 30th July, 2019.

However, the MCA vide General Circular No. 08/2019 dated 29th July, 2019 has extended the last date for filing the details of Significant Beneficial Owners in E-form BEN-2 **upto 30th September, 2019** without payment of any additional filing fee. Hence, companies can now file E-form BEN-2 on or before 30th September, 2019 without payment of any additional fee.

Notice Issued and Assessment Order passed in the Name of an Amalgamating Entity is Void

In the recent case of **Principal Commissioner of Income Tax v. Maruti Suzuki India Ltd. [(2019) 107 taxmann.com 375 decided on 25.07.2019]**, the Hon'ble Supreme Court ("**SC**") held that issuance of jurisdictional notice and assessment order thereafter passed in name of non-existing company i.e. amalgamating company having ceased to exist as a result of approved scheme of amalgamation, is a substantive illegality and not a procedural violation of nature adverted to in Section 292B of the Income-tax Act, 1961 ("**IT Act**") and hence, being without jurisdiction was to be set aside.

The facts of this case were that the assessee is a joint venture named as Suzuki Metal India Limited. Subsequently, its name was changed to Suzuki Powertrain India Ltd. ("**SPIL**"). On 28.11.2012, the assessee filed its return of income in the name of SPIL (no amalgamation having taken place on the relevant date). On 29.01.2013, a scheme for amalgamation of SPIL and Maruti Suzuki India Ltd. ("**MSIL**") was approved by the High Court w.e.f. 01.04.2012. On 02.04.2013, MSIL intimated the AO regarding the amalgamation. The case was selected for scrutiny by the issuance of a notice u/s 143(2) of the IT Act and subsequently, a draft assessment order was passed in the name of SPIL (amalgamated with MSIL). MSIL participated in the assessment proceedings of the erstwhile amalgamating entity, SPIL, through its authorized representatives and officers. The final assessment order was passed in the name of SPIL (amalgamated with MSIL).

While preferring an appeal before the Tribunal, the assessee raised the objection that the assessment proceedings were continued in the name of the non-existent or merged entity SPIL and that the final assessment order which was also issued in the name of a non-existent enti-

ty, would be invalid. When the matter travelled to the Tribunal, the Tribunal set aside the final assessment order on the ground that it was *void ab initio*, having been passed in the name of a non-existent entity. The decision of the Tribunal was affirmed by the Delhi HC.

When the matter travelled to the SC, the Hon'ble SC observed that in the present case, despite the fact that the AO was informed of the amalgamating company having ceased to exist as a result of the approved scheme of amalgamation, the jurisdictional notice was issued only in the name of SPIL. The basis on which jurisdiction was invoked was fundamentally at odds with the legal principle that the amalgamating entity ceases to exist upon the approved scheme of amalgamation. Participation in the proceedings by the appellant in the circumstances cannot operate as an estoppel against law. Therefore, the SC held that the notice issued, and assessment order passed in the name of a non-existent entity i.e., amalgamating entity SPIL, being without jurisdiction was to be set aside.

Clarification for Goods Sent/Taken out of India for Exhibition or on Consignment Basis for Export Promotion

CBIC *vide* **Circular No. 108/27/2019-GST dated 18.07.2019** has clarified the issue regarding goods sent / taken out of India for exhibition or on consignment basis for export promotion. The CBIC has clarified that the activity of sending / taking the goods out of India for exhibition or on consignment basis for export promotion do not constitute supply as the said activity does not fall within the scope of Section 7 of the Central Goods and Services Act, 2017 ("***CGST Act***") because there is no consideration at that point in time. Since such activity is not a supply, the same cannot be considered as "Zero rated supply" under Section 16 of the IGST Act. Accordingly, compliance of Section 16 of the IGST Act is not required at the time of sending said goods.

However, the specified goods sent/taken out of India are required to be either sold or brought back within the stipulated period of 6 months from the date of removal as per Section 31(7) of the CGST Act. In case the specified goods are neither sold abroad nor brought back within the said period, the supply would be deemed to have taken place on the expiry of 6 months from the date of removal. If the specified goods are sold abroad, fully or partially, within the specified period of 6 months, the supply is effected, in respect of quantity so sold, on the date of such sale. Accordingly, the sender can prefer refund claim under Section 54(3) of the CGST Act considering goods sold as zero rated supply even when the specified goods were sent / taken out of India without execution of a bond or LUT.

Arbitration Clause Cannot be Invoked after Compromise Decree is Drawn

The Hon'ble Supreme Court ("**SC**") in the case of ***Zenith Drugs & Allied Agencies Pvt. Ltd. vs. Nicholas Piramal India Ltd*** *[Civil Appeal No.4430 of 2009, decided on 30.07.2019]*, has discussed as to whether the contracting parties under an agreement containing arbitration clause can invoke such clause after the parties have settled their dispute and compromised in the matter. In the instant case, the Appellant and M/s. Rhone Poulene India Limited ("**RPIL**") have executed an agreement where the Respondent appointed

the Appellant as its clearing and forwarding agent for a period of three years ("**Agreement**"). Later, RPIL amalgamated with the respondent company.

Subsequently, the Respondent decided to terminate the agreement, and this action led to a dispute arose with the Appellant. The Appellant approached the Hon'ble Trial Court of Guwahati ("**TC**") where the parties entered into a compromise and a compromise decree was drawn. When the Respondent refused to honour the terms of the compromise decree, the Appellant filed an application under Section 8 of the Arbitration and Conciliation Act, 1996 ("**Act**") before the TC. The TC dismissed the application of Respondent, observing that now, the Respondent cannot invoke an arbitration clause pertaining to the same dispute. Aggrieved by the decision of the TC, the Respondent appealed to the Hon'ble High Court of Guwahati ("**HC**"), which allowed the appeal and referred the parties to arbitration, observing that the Appellant admitted the existence of an arbitration clause. Aggrieved by the decision of the HC, the Appellant filed a revision petition before the SC.

The SC observed that an application under Section 8 of the Act can only be made if the subject matter of the suit is also same as the subject matter of arbitration. In other words, only those disputes which are specifically agreed to be resolved through arbitration can be the subject matter of arbitration and upon satisfaction of the same, the Court can refer the parties to arbitration. However, in the present case, there was no arbitration clause in the compromise decree and thus, when the parties have settled their differences and compromised the matter, in the dispute subsequently arising between the parties in relation to compromise decree, arbitration clause in the Agreement cannot be invoked.

Non-Banking Financial Companies are Outside the Purview of Insolvency and Bankruptcy Code, 2016

The National Company Law Appellate Tribunal, New Delhi ("**NCLAT**") in the case of ***Housing Development Finance Corporation Ltd. vs. RHC Holding Private Ltd.*** *[Company Appeal (AT) (Insolvency) No.26 of 2019 decided on 10.07.2019]*, has held that a non-banking financial institution rendering financial service does not come within the purview of the Insolvency and Bankruptcy Code, 2016 ("**IBC**").

The Appellant's application against the Respondent under Section 7 of the IBC was rejected by the National Company Law Tribunal, New Delhi, thus giving rise to the present appeal. The Respondent argued that it was a 'financial service provider' and was excluded from the definition of corporate person as per Section 3(7) of the IBC. The Respondent also placed reliance on the case of ***Randhiraj Thakur vs. M/s Jindal Saxena Financial Service*** *[Company Appeal (AT) (Insolvency) No.32 and 50 of 2018]* which held that an application filed under Section 7 is not maintainable against a company which has been given the status of a 'Non-Banking Financial Institution' through a Certificate of Registration granted by the Reserve Bank of India ("**RBI**"). In the present case, the NCLAT noted that the certificate issued by the RBI clearly showed that the Respondent was a non-banking financial company ("**NBFC**") but it had not been allowed to accept public deposits.

The NCLAT also noted that the definition of 'financial service' given under Section 3(16) read with the definition of 'financial service provider' given under Section 3(17) showed that it was not necessary that financial service providers should accept deposits. Addressing the Appellant's contention that the Appellant was not rendering any of the nine 'financial services' illustrated under Section 3(16), the NCLAT held that the activities mentioned in the said definition were inclusive and other services could fall within the ambit of 'financial services'. The NCLAT also noted that a 'corporate debtor' is defined under Section 3(8) as a corporate person who owes a debt to any person and, a 'corporate person', defined under Section 3(7), does not include any financial service provider. Hence, the Tribunal held that the respondent, an NBFC carrying on business of a financial institution, thereby being a 'financial service provider' did not come within the meaning of 'corporate debtor', thus falling outside of the purview of the IBC.

Script or Unit Wise details for computation of Long Term Capital Gains on sale of shares or mutual funds made optional & self-calculated aggregate details are now accepted for Computation

As per Notified ITR Forms for Assessment Year 2019-20, separate computations were required for each script or units of mutual fund sold and was required to be reported in Schedule CG – Capital Gains. The relevant portion of Instruction in the ITR Form is reproduced below: -

> ***Schedule CG – Capital Gains***
>
> *Please note that* ***separate computation of capital gains should be made for each scrip or units of mutual fund sold during the year****. The net capital gains arising on sale of* individual *scrips should be aggregated. Thereafter, tax shall be charged at a flat rate of 10% on the aggregate LTCG, as reduced by Rupees One lakh, for the purpose of tax computation.*

However, taxpayers were facing a lot of difficulty in entering details of each script or unit along with ISIN. Accordingly. CBDT on 19th July 2019 relaxed the requirement of separate computation of capital gain for each script or unit of mutual fund & accordingly released an update as follows: -

> *Schedule 112A and 115AD(1)(iii) of long term capital gain are provided in the Income Tax Return software as per the Instructions to the Notified ITR form and based on taxpayer feedback. Taxpayers have an option to either enter the Scrip wise details of long term capital gains in Schedule 112A and 115AD(1)(iii) so that the correct values are populated in the* CG *Schedule or* ***enter the self-calculated aggregate value of long term capital gains directly under respective items in schedule CG in terms with Sec 112A or 115AD(1)(iii) without entering scrip wise details.*** *Taxpayers may exercise either option based on their convenience.*

KEY TAKE AWAYS

- Ministry of Corporate Affairs *vide* notification file no. 1/1/2018-CL-I dated July 01, 2019 notified and brought in effect Section 406 of Companies Act, 2013 which deals with the Power to modify act in its application to Nidhis from 15th August, 2019.

- Ministry of Corporate Affairs *vide* notification F.No. 1/1/2018 CL-V dated 01 July, 2019 amended Companies (Significant Beneficial Owners) Rules, 2018 and provided for new format of Form No. BEN-2 which shall be available on MCA portal w.e.f July 02, 2019.

- Ministry of Corporate Affairs notified Companies (Appointment and Qualification of Directors) Third Amendment Rules, 2019 with effect from 25th July, 2019 which provided that (i) E-form DIR-3 KYC is to be filed by an individual who holds Directors Identification Number ("**DIN**") and is filing his KYC details for the first time or by the DIN holder who has already filed his KYC once in e-form DIR-3 KYC but wants to update the details (ii) Web Service DIR-3-KYC-WEB is to be used for verification of details by the DIN holder who has submitted DIR-3 KYC e-form in the previous financial year and no update is required in his details and (iii) Due date of filing e-form DIR-3 KYC has been extended to 30th September.

- The Parliament has recently passed the "Muslim Women (Protection of Rights on Marriage) Bill, 2019", which provides that all declaration of triple talaq, including in written or electronic form, to be void (i.e. not enforceable in law) and illegal.

- The Parliament has recently passed the "Code on Wages, 2019" which will replace four labour laws in India which are Payment of Wages Act, 1936, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, and the Equal Remuneration Act, 1976.

- On 23.07. 2019 the CBDT *vide* F.No. 225/157/2019/ITA.II, in exercise of power under section 119 of Income Tax Act, 1961, has extended the deadline for filing ITR for FY 2018-19 by individuals to August 31, 2019 from July 31, 2019.

- The Gujarat High Court case of AAP & Co. vs. UOI and Ors. [C/SCA/18962/2018 dated 24.06.2019] has set aside the press release dated 18.10.2018 as the same was found to be illegal to the extent that it purports to clarify that the last date for availing ITC relating to the invoices issued during the period from July 2017 to March 2018 is the last date for the filing of return in Form GSTR-3B.

- The CBIC has enabled Central Excise and Service Tax Duties payment collection from ICEGATE via NEFT/RTGS and has issued an advisory explaining the steps for making and enabling payments through ICEGATE portal. The payment module can be accessed from www.cbicpay.icegate.gov.in.

- Reserve Bank of India vide notification no. RBI/2018-19/226 A.P. (DIR Series) Circular No. 37 dated 28th June, 2019 notified that the present email-based reporting system for submission of Annual Return on Foreign Liabilities and Assets Reporting by Indian Companies will be replaced by the web-based system online reporting portal with the objective to enhance the security-level in data submission and further improve the data quality. Indian entities not complying with above will be treated as non-compliant with Foreign Exchange Management Act (FEMA), 1999 and its regulations.

KNOWLEDGE CENTRE

FAQs on Sabka Vishwas (Legacy Dispute Resolution) Scheme, 2019

1. **Who is eligible to file declaration under the Sabka Vishwas (Legacy Dispute Resolution) Scheme, 2019?**
Any person falling under the following categories is eligible, subject to other conditions under the Scheme, to file a declaration: (a) Who has a show cause notice for duty or one or more appeals arising out of such notice pending and where the final hearing has not taken place as on 30th June, 2019. (b) Who has been issued show cause notice for penalty and late fee only and where the final hearing has not taken place as on 30th June, 2019. (c) Who has recoverable arrears pending. (d) Who has cases under investigation and audit where the duty involved has been quantified and communicated to party or admitted by him in a statement on or before 30th June 2019. (e) Who want to make a voluntary disclosure.

2. **What is the effective date from which this Scheme will come into force?**
As per Notification No. 04/2019 Central Excise-NT dated 21th August, 2019, this Scheme will come in force from 01st September, 2019.

3. **What is the last date for filing a declaration under this Scheme?**
As per Rule 3 of the Sabka Vishwas (Legacy Dispute Resolution) Scheme Rules, 2019 ('**Rules**'), the last date for filing a declaration under the Scheme shall be 31st December, 2019.

4. **What is the difference between 'Tax Dues' and 'Tax Relief'?**
'Tax Dues' is the total outstanding duty demand. 'Tax Relief' is the concession the Scheme offers from the total outstanding duty demand.

5. **What will be the tax dues for a person who has been issued a Show Cause Notice under any of the indirect tax enactment on or before the 30th June 2019?**
As per section 123(b), the tax dues will be the amount of duty/tax/cess stated to be payable in the Show Cause Notice ("**SCN**").

6. **When a person has been issued a SCN, wherein other persons are also jointly and severally liable for an amount, then, what would be the tax dues?**
As per section 123(b), the amount indicated in the SCN as jointly and severally payable shall be taken to be the tax dues payable by you.

7. **What is the scope of tax relief with respect to notice for late fee and penalty only where the amount of duty in the said notice has been paid or is nil?**
The tax relief shall be the entire amount of late fee or penalty.

8. **What is the scope under the scheme when order determining the duty/tax liability is passed and received prior to 30th June 2019, but the appeal is filed on or after 01st July, 2019?**
Such a person shall not be eligible to file a declaration under the Scheme.

9. **If an enquiry or investigation or audit has started but the tax dues have not been quantified whether the person is eligible to opt for the scheme?**
No. If an audit, enquiry or investigation has started, and the amount of duty payable has not been quantified on or before 30th June 2019, the person shall not be eligible to opt for the scheme.

10. **If a SCN covers multiple issues, whether the person can file an application under the scheme for only few issues covered in the SCN?**
No. A person has to file declaration for entire amount of tax dues as per the SCN.

EDITORIAL

Liability to pay Building and Other Construction Workers Welfare Cess

-By Ritu Soni, Partner & Arpita Gupta, Senior Associate

INTRODUCTION

The Legislature with a view to regulate employment and conditions of service of building and other construction workers and to provide for their safety, health and welfare measures and other matters connected therewith or incidental thereto, enacted Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 ("**BOCW (E&C) Act**"). Further, in order to provide and monitor social security schemes and welfare measures for the benefit of the building and other construction workers, the BOCW (E&C) Act mandates establishment of "Building and Other Construction Workers' Welfare Board" ("**Welfare Board**") for each state.

The scheme of the BOCW (E&C) Act solely aims for welfare of building and construction workers which is directly relatable to their constitutionally recognised right to live with basic human dignity, enshrined in Article 21 of the Constitution of India. Therefore, the BOCW (E&C) Act envisages a network of authorities at the Central and State levels to ensure that the benefit of the legislation is made available to every building and construction worker, by constituting Welfare Boards and clothing them with sufficient powers to ensure enforcement of the primary purpose of the BOCW (E&C) Act.

Further, pursuant to primary purpose of the BOCW (E&C) Act, the Legislature, in order to augment the resources of the Welfare Board for making effective the welfare provisions of the BOCW (E&C) Act, has enacted Building and Other Construction Workers Welfare Cess Act, 1996 ("**Cess Act**") which deals with levy and collection of cess on the cost of construction incurred by the employer on the building and other construction works.

APPLICABILITY OF CESS ACT

Section 3 of the Cess Act, being the charging provision, states that a cess shall be levied and collected for the purposes of the BOCW (E&C) Act, on the cost of construction incurred by an employer. It is worthwhile to note that, presently, the rate, at which the cess for the purpose of BOCW (E&C) Act is required to be paid, has been notified by the Central Government to be one per cent (1%) of the cost of construction incurred by an employer ("**Cess**").

For better understanding of the applicability of Cess Act, it is pertinent to discuss the meaning of the term "employer". On a plain reading of Section 2(1)(i) of the BOCW (E&C) Act, it may be reasonably inferred that the term "employer" in relation to an establishment means the owner of the establishment in all cases and in case the building or other construction work is carried on, either by or through the contractor, or by the employment of building workers supplied by the contractor, then in such scenario the term "employer" shall include the concerned contractor as well. At this point it is worthwhile to mention that the definition of the term "employer" hereinabove is an inclusive definition and it uses the term "and" and not "or", which means that for the purpose of BOCW (E&C) Act and the Cess Act, an employer shall mean the owner of the establishment and the contractor (if any) who is carrying out the building or other construction work.

Now, as the definition of the term "employer" is linked to the term "establishment". Thus, from the co-joint reading of the definition of the terms "establishment", "building worker" and "building or construction work", it can be reasonably comprehended that an establishment means an establishment in which skilled, semi-skilled or unskilled, manual, supervisory, tech-

nical or clerical workers ("**Building Worker**") are employed to carry out construction, alteration, repairs, maintenance or demolition, of or, in relation to, buildings ("**Building or Other Construction Works**"). And owner of such establishment is known as "employer" as per Section 2(1)(i) of the BOCW (E&C) Act and is required to pay Cess as per Section 3 of the Cess Act.

LIABILITY OF THE OWNER OF THE ESTABLISHMENT VS. LIABILITY OF CONTRACTOR

Issue related to payment of Cess by the owner of the said establishment or by the concerned contractor, when building or other construction works is carried out by a contractor in the said establishment, can be settled through following judicial pronouncements:

The Hon'ble Supreme Court of India in the case of ***Dewan Chand Builders and Contractors vs. Union of India (UOI) and Ors. [(2012) 1 SCC 101]***, while discussing the background, scheme, objective and purpose of the BOCW (E&C) Act observed that the primary responsibility to pay Cess is on the owner of the establishment, however, for any reason if it is not possible to collect the Cess from the owner of the establishment at a stage subsequent to the completion of the construction, then the Cess can be recovered from the contractor because of extension of liability on to the contractor. Thus, this means that the owner's liability to pay Cess does not get extinguished by engaging the contractor for supplying the Building Workers or for carrying out Building or Other Construction Works.

In ***Builders Association of India and Ors. vs. Union of India (UOI) and Ors. [139 (2007) DLT 578]***, the Hon'ble High Court of Delhi observed that the legislative intent behind the scheme of the BOCW (E&C) Act was to cover both the owner and the contractor under its realm. It is pertinent to mention here, that the discretion regarding the person from whom Cess should be collected is with the competent authorities as both the owner and the contractor are liable for the same because the BOCW (E&C) Act and the Cess Act nowhere states that Cess cannot be collected from the owner unless attempt to collect the Cess from the contractor has failed.

The Hon'ble High Court of Delhi in the case of ***Brijesh Kumar Verma vs. Aurangjeb and Ors. [246 (2018) DLT 143]***, while discussing the liability of the appellant under BOCW (E&C) Act, observed that the appellant, being the owner of the building in which construction was carried out, should be considered as an "employer" for the purpose of BOCW (E&C) Act and Cess Act irrespective of the fact that the labourers were employed by the contractor.

CONCLUSION

Therefore, the definition of term "employer" provided under Section 2(1)(i) of the BOCW (E&C) Act read with Section 3 of the Cess Act (collectively, "**Relevant Sections**") **does not exclude the responsibility of the owner of the establishment from paying Cess under the Cess Act when the Building or Other Construction Works is being carried on, either by or through the contractor in the said establishment or when the Building Workers are supplied by the contractor in the said establishment; rather in such cases, the said Relevant Sections include the responsibility of the concerned contractor to pay the Cess in addition to the responsibility of the owner of the said establishment to pay Cess** because the term "employer" as defined under Section 2(1)(i) of the BOCW (E&C) Act would include both: (a) the owner of the establishment along-with the (b) contractor engaged for the purpose of Building or Other Construction Works or through which the Building Workers are supplied to the site of construction, within its ambit. **Thus, the primary responsibility of payment of Cess under Section 3 of the Cess Act is on the owner of the establishment.**

Chir Amrit Legal LLP
Jaipur | Mumbai | Delhi
www.chiramritlaw.com

WE ARE ON THE WEB

www.chiramritlaw.com

For any queries regarding '**THE NEWSLETTER**', please get in touch with us at:
newsletter@chiramritlaw.com

DISCLAIMER

The views expressed and the information provided in this newsletter are of general nature and are not intended to address the circumstances of any particular individual or entity. Further, the above content should neither be regarded as comprehensive nor sufficient for making decisions. No one should act on the information or views provided in this publication without appropriate professional advice. It should be noted that no assurance is given for any loss arising from any actions taken or to be taken or not taken by anyone based on this publication.

Jaipur- 6th Floor, 'Unique Destination', Opp. Times of India, Tonk Road, Jaipur - 302 015
Off: +91-141-4044500

Surat– 202, 2nd Floor, SNS Square, Opp. Reliance Market, Vesu Main Road, Vesu, Surat—395007