



सत्यमेव जयते

आयुक्तकाकार्यालय  
Office of the Commissioner  
केंद्रीय जीएसटी, अपील अहमदाबाद आयुक्तालय  
Central GST, Appeal Ahmedabad Commissionerate  
जीएसटी भवन, राजस्व मार्ग, अम्बावाडी अहमदाबाद ३८००१५.  
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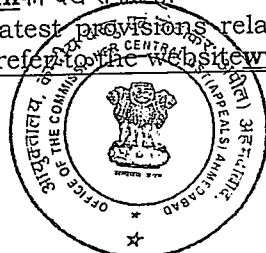
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DIN NO.:

4623  
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(क)	फ़ाइल संख्या / File No.	GAPPL/ADC/GSTP/1202-1205/2024
(ख)	अपील आदेश संख्या और दिनांक / Order-In - Appeal and date	AHM-CGST-001-APP-JC-14 to 17/2024-25 and 29.04.2024
(ग)	पारित किया गया / Passed By	श्री आदेश कुमार जैन, संयुक्त आयुक्त (अपील) Shri Adesh Kumar Jain, Joint Commissioner (Appeals)
(घ)	जारी करने की दिनांक / Date of Issue	30.04.2024
(ङ)	Arising out of Order (FORM-GST-RFD-06) Nos. ZG2410230079536, ZF2410230079447, ZL2410230079581, ZL2410230079492 all dated 06-10-2023 passed by The Assistant Commissioner of CGST, Division-VII, Ahmedabad South Commissionerate.	
(च)	<b>Name of the Appellant</b>	<b>Name of the Respondent</b>
	M/s Torrent Power Limited, Samanvay, 600 , Tapovan, Ambawadi, Ahmedabad, Gujarat, 380015	The Assistant Commissioner of CGST, Division-VII, Ahmedabad South Commissionerate.

(A)	इस आदेश(अपील) से व्यथित कोई व्यक्ति निम्नलिखित तरीके में उपयुक्त प्राधिकारी /प्राधिकरण के समक्ष अपील दायर कर सकता है। Any person aggrieved by this Order-in-Appeal may file an appeal to the appropriate authority in the following way.
(i)	National Bench or Regional Bench of Appellate Tribunal framed under GST Act/CGST Act in the cases where one of the issues involved relates to place of supply as per Section 109(5) of CGST Act, 2017.
(ii)	State Bench or Area Bench of Appellate Tribunal framed under GST Act/CGST Act other than as mentioned in para- (A)(i) above in terms of Section 109(7) of CGST Act, 2017
(iii)	Appeal to the Appellate Tribunal shall be filed as prescribed under Rule 110 of CGST Rules, 2017 and shall be accompanied with a fee of Rs. One Thousand for every Rs. One Lakh of Tax or Input Tax Credit involved or the difference in Tax or Input Tax Credit involved or the amount of fine, fee or penalty determined in the order appealed against, subject to a maximum of Rs. Twenty-Five Thousand.
(B)	Appeal under Section 112(1) of CGST Act, 2017 to Appellate Tribunal shall be filed along with relevant documents either electronically or as may be notified by the Registrar, Appellate Tribunal in FORM GST APL-05, on common portal as prescribed under Rule 110 of CGST Rules, 2017, and shall be accompanied by a copy of the order appealed against within seven days of filing FORM GST APL-05 online.
(i)	Appeal to be filed before Appellate Tribunal under Section 112(8) of the CGST Act, 2017 after paying - (i) Full amount of Tax, Interest, Fine, Fee and Penalty arising from the impugned order, as is admitted/accepted by the appellant; and (ii) A sum equal to twenty five per cent of the remaining amount of Tax in dispute, in addition to the amount paid under Section 107(6) of CGST Act, 2017, arising from the said order, in relation to which the appeal has been filed.
(ii)	The Central Goods & Service Tax (Ninth Removal of Difficulties) Order, 2019 dated 03.12.2019 has provided that the appeal to tribunal can be made within three months from the date of communication of Order or date on which the President or the State President, as the case may be, of the Appellate Tribunal enters office, whichever is later.
(C)	उच्च अपीलीय प्राधिकारी को अपील दाखिल करने से संबंधित व्यापक, विस्तृत और नवीनतम प्रावधानों के लिए, अपीलार्थी विभागीय वेबसाइट <a href="http://www.cbic.gov.in">www.cbic.gov.in</a> को देख सकते हैं। For elaborate, detailed and latest provisions relating to filing of appeal to the appellate authority, the appellant may refer to the website <a href="http://www.cbic.gov.in">www.cbic.gov.in</a> .



**ORDER IN APPEAL**

M/s. Torrent Power Limited, Samanvay, 600 Tapovan, Ambawadi, AhmedabadGujarat380 015, (*hereinafter referred as 'appellant'*) has filed four appeals as tabulated below passed in the Form-GST-RFD-06 (*hereinafter referred as 'impugned orders'*) rejecting the following refunds issued by the Assistant Commissioner of CGST & Central Excise, Division – VII, Ahmedabad South Commissionerate (*hereinafter referred as 'adjudicating authority'*).

Appl No.	OIO No. & Dt.	Refund amt	Period	ARN No & D.
GAPPL/ADC/GSTP/1202/2024	ZG2410230079536 06.10.2023	11,24,185	Mar-22	AA240823016313N 04.08.2023
GAPPL/ADC/GSTP/1203/2024	ZF2410230079447 06.10.2023	2,87,28,199	May-22	AA240823016570J 04.08.2023
GAPPL/ADC/GSTP/1204/2024	ZL2410230079581 06.10.2023	3,12,00,207	Apr-22	AA2408230164488 04.08.2023
GAPPL/ADC/GSTP/1205/2024	ZL2410230079492 06.10.2023	6,45,303	June'2022	AA240823016624E 04.08.2023

2. The brief facts of the case is that M/s. Torrent Power Limited holding GST registration No.24AACCT0294J1ZC. The appellant had filed above tabulated refund claims on account of credit note issued in respect of certain invoices in favour of M/s. PTC India Limited, wherein the claimant had discharged tax of IGST amounting as tabulated above and disclosed the transaction in their GSTR-3B filed for the months mentioned in the table above. As the appellant had issued the credit notes, they were required to reverse the output tax to the extent of IGST amount under Credit Note. As no such provision is available in the GSTR-3B to disclose the excess payment of tax in it, they have filed the refund claim under Section 54 of the CGST Act, 2017.

3. On scrutiny of the refund claim, certain discrepancies were noticed and accordingly show cause notices dated 20.09.2022 were issued in all the four refund claims. The appellant had filed his reply to the SCN on 30.09.2023 and on portal on 06.10.2023. The adjudicating authority rejected all the found refund claims vide impugned orders on the following grounds:

- (i) *The Board vide Circular No.137/07/2020-GST dated 13.04.2020 has clarified that there is no need to file a separate refund claim in case of issuance of Credit Note and the assessee needs to adjust the tax liability in the return subject to conditions of Section 34 of the CGST Act until there is no output liability against which a credit note can be adjusted.*
- (ii) *The Board also clarified that in case of issuance of Credit Note, the tax liability shall be adjusted in the return subject to conditions of Section 34 of the CGST Act. There is no need to file a separate refund claim in such a case. Further, it has mentioned that, however, in cases where there is no*

output liability against which a credit note can be adjusted, registered persons may proceed to file a claim under "Excess payment of tax, if any" through Form GST RFD-01.

(iii) The claimant has filed refund application on 04.08.2023 but his IGST liability was arouse before July'2023. Instead of adjusting their Credit Notes with tax liability they again filed refund.

4. Being aggrieved with the impugned orders, the appellant preferred appeal on 04.01.2024 before the appellate authority on the following grounds:-

a. The appellant submitted that the impugned orders are vague and cryptic and passed in gross violation of the principle of natural justice. The adjudicating has passed the refund rejection order without considering any of the submissions made by the appellant as required under proviso to Rule 92(3) of CGST Rules, 2017. The adjudicating authority has denied the entire refund claim just on the ground that Section 34 of the Act has not been fulfilled. Non-compliance of Section 34 of the CGST Act, 2017 does ont interfere with/have any effect over substantive provisions relating to refund under Section 54. In this regard, the appellant has relied upon following various judgements:

(i) Cyril Lasardo (Dead) v. Juliana Maria Lasarado – 2004 (7)(SCC) 431

(ii) Asst. Commnr., Commercial Tax Department v Shukla & Brothers 2010(254)ELT6(SC)

(iii) Essen DyeChem vs State of Gujarat, SCA No.16023 /2019

b. That Section 54(1) of the CGST Act, 2017 provides for claim of refund of any tax and interest thereon, within two years from the relevant date. While Section 54 of the CGST Act, 2017 provides for eligibility for claiming such refund, Rule 89 of the CGST Rules, 2017 provides for the procedure of claiming the refund. That the department vides Circular No.79/53/2018-GST dated 12.12.2018 specified that the refund application in Form GST RFD-01A together with all supporting document shall be submitted electronically. They had duly complied with all provisions of the Circular No.125/44/2019-GST dated 18.11.2019 together with CGST Act, 2017 read with CGST Rules, 2017 and filed their refund application accordingly. Thus, they have not violated any of the conditions stipulated under Section 54 and Rule 89 of the CGST Act and CGST Rules, 2017.

c. Issuance of Credit Notes under Section 34 is an independent mechanism of adjusting output tax liability and operates independent of refund mechanism prescribed under Section 54 of the CGST Act, 2017. As per the proviso to Section 34(2) of the CGST Act, 2017 the details of the credit note shall be declared in the return for the month during which such credit note has been issued, but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, which is earlier. Thus it becomes pertinent to note that the credit note issued under Section 34 of the Act is a tax credit note on the strength of which the supplier's output tax liability can be adjusted. It is a settled position of law that once it is established that Department has received excess duty, they are bound to refund it to the person who has paid the excess duty even if the credit



note for carrying out necessary rectification was not issued, the fact of excess payment of tax by the appellants cannot be denied.

d. Just a procedural lapse cannot be an impediment in claiming refund when the eligibility to claim refund is not disputed as that would tantamount to violation of Article 265 of the Constitution of India. The appellant has relied upon various case laws in respect of such refund cases.

e. The adjudicating authority has just conformed the proposals made in the SCN and rejected merely on the ground that Section 34 not been fulfilled. As per Circular No.137/07/2020-GST dated 13.04.2020 has distinguished the present case from the matter clarified therein. As per AA, an advance is received by a supplier for a service contract which got cancelled subsequently and for which invoice is issued before supply of service and GST has been paid thereon. Whereas in the present case invoice was issued after breach of contract and not as per scenario depicted by the AA.

f. The appellant has stated that as per Section 34, tax liability is required to adjusted in the subsequent returns where a credit note has been issued, but in their case there is no output tax liability against which a credit note can be adjusted, and hence they opted to claim the refund. Recovery of damages from PTC Ltd., for the short supply of electricity does not qualify as consideration for any taxable supply and accordingly there arises no liability discharge of GST on the said amount. Even if it is assumed though not admitted that the recovery of liquidated damages for short supply of electricity qualified as consideration for supply, the taxability of the same should be determined based on the taxability of the 'Principal Supply' which is exempt from payment of GST. Hence, no liability for payment of GST in respect of recovery of liquidated damages could arise.

g. The appellant being engaged in supply of electricity which is exempt from payment of GST in terms of S.No.104 of Notification No.02/2017-CT@ dated 28.06.2017 had no option other than filing the application to seek refund of tax paid excess because they did not have sufficient outward tax liability which could be adjusted against the credit note and the monthly return in Form GSTR-3B nowhere provides for declaration of a negative figure resulting in the refund application in respect of Credit notes have been rightly following the Board Clarifications issued vide Circular dated 13.04.2020.

h. As regard the payment of Rs.4,50,98,652/- under the head of IGST during the months between September 2022 to August 2023 pointed out in SCN, out of the said payment of tax liability GST of Rs.3,11,93,065/- was made in the month of July'2023 and by that time the company had already filed the refund application. Hence, there was no occasion for the notices to adjust the credit notes against the aforesaid tax liability. Further, in order to avoid any anomalies regarding the aforesaid payment of IGST was made through Electronic Credit Ledger.

i. Through additional submission dated 23.04.2024, the appellant had submitted that the only way available for utilizing the balance under one head to another head is by transferring the balance to the concern head by filing for PMT-09. For transfer of the balance as explained the first condition is the availability of the balance in Cash Ledger on online GST portal, however in this cash the balance does not re-credited to cash ledger, hence there is no way for inter head utilization of cash balance.

i. with the above submissions, the appellant has requested to set aside the impugned orders and grant them refund.

### PERSONAL HEARING

5. Personal Hearing in the matter was held on 14.03.2024, whereby Shri Amber Kumrawat, Advocate and Shri Biren Shah, General Manager Finance appeared before me on behalf of the appellant as authorized representative. It is submitted before me that;

(i) The order has been passed by the Ld.Adjudicating Authority in violation of Principle of Natural Justice. The SCN was issued on line on 20.09.2023 and as mentioned in the O-I-O, para 19 hearing was fixed on 22.09.2023. But no personal hearing letter or any communication was received.

(ii) On merit also the refund has been rejected on the pre-text that in case of Credit Notes, the same shall be adjusted in subsequent month, of output tax liability in GSTR-3B as per Section 34. But they have no output tax liability being Electricity Supplier, and section 54 is independent of Section 34, therefore the Refund rejected is not legal and proper.

(iii) They have discharged the liability thereto in cash only, so there is no reason to apprehend that ITC is converted into cash.

(iv) As regards the breach of contract compensation to damage does not form part of supply.

(v) The similar issue is clarified by Board in Circular No.137/07/2020-GST (para 2.5.No.1) and the application is rightly filed under the said circular.

They further reiterated their written submissions and requested to allow appeal.

### DISCUSSION & FINDINGS

I have carefully gone through the facts of the case, grounds of appeal, submissions made by the *appellant* in the appeal memorandum and documents available on record. At the outset, I find that all the *impugned orders* were issued on 06.10.2023 and present appeal was filed on 04.01.2024 i.e. within the three months time limit as prescribed under Section 107 of the CGST Act, 2017. The issue to be decided is whether the refund amount as tabulated at para 1 above rejected by the adjudicating authority vide impugned orders all dated 06.10.2024 is proper and legal or otherwise.

9. The appellant is engaged in supply of electricity which is exempted under GST as per the Notification 02/2017 (Central Tax) dated 28 June 2017 under the heading "Electrical Energy". However, they are discharging GST liability on other miscellaneous supply as well under RCM. The appellant had paid tax of Rs.4,50,98,662/- in IGST head as per their returns for the months September'2022 to August'2023. The appellant in their refund applications had mentioned that they are discharging tax liability pertaining to CGST and SGST only and therefore, they have no option to utilize the excess payment of IGST



balance arisen due to issuance of Credit Notes. The appellant were required to reverse the output tax to the extent of IGST amount under Credit Notes issued to M/s.PTC India Limited. It is seen that the appellant had furnished Chartered Accountant Certificate certifying that the incidence of tax, interest or any other amount claimed as refund has not been passed on to any other person in a case where the amount of refund claimed exceeds two lakh rupees.

10. The adjudicating authority rejected all the four refund claims vide impugned order dated 06.10.2023, on the grounds that (i) as per Circular No. 137/07/2020-GST dated 13.04.2020 the appellant should have adjusted the IGST amount discharged in their subsequent monthly returns instead of filing refund application (ii) the invoices were issued after breach of the contract, hence the aforesaid circular is not applicable in the present case (iii) The appellant's contention that they had discharged their IGST liability for the months from September'2022 to August'2023 in the month of July'2023 and by that time their refund claim has been filed cannot be accepted as they had filed their refund claims on 04.08.2023.

11. I find that the adjudicating authority has not disputed about the credit notes issued under Section 34 of the CGST Act, 2017 by the appellant. I refer to the Section 34 of the CGST Act, 2017, which is reproduced



**Section 34 Credit and debit notes.—**

(1) *[Where one or more tax invoices have]54 been issued for supply of any goods or services or both and the taxable value or tax charged in that tax invoice is found to exceed the taxable value or tax payable in respect of such supply, or where the goods supplied are returned by the recipient, or where goods or services or both supplied are found to be deficient, the registered person, who has supplied such goods or services or both, may issue to the recipient [one or more credit notes for supplies made in a financial year]55 containing such particulars as may be prescribed.*

(2) *Any registered person who issues a credit note in relation to a supply of goods or services or both shall declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier, and the tax liability shall be adjusted in such manner as may be prescribed:*

I observe that the appellant had issued tax invoices in favour of PTC India Ltd. for penalty towards the short supplying Electrical Energy as agreed as per the terms of agreement due to breach of contract. The tax invoice was issued towards contractual deduction and levied GST thereon for which the appellant had issued credit notes for the IGST discharged on the penalty amount. It is

seen that the appellant had intimated the Credit Note details in the GSTR-1, however as no such provision is available in the GSTR-3B to disclose the excess payment of tax in it, they have filed the refund claim under Section 54 of the CGST Act, 2017.

12. I would also like to go through the relevant para of Circular No.178/10/2022-GST dated 03.08.2022 in respect of liquidated damages.

### Liquidated Damages

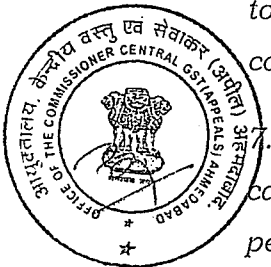
7.1 Breach or non-performance of contract by one party results in loss and damages to the other party. Therefore, the law provides in Section 73 of the Contract Act, 1972 that when a contract has been broken, the party which suffers by such breach is entitled to receive from the other party compensation for any loss or damage caused to him by such breach. The compensation is not by way of consideration for any other independent activity; it is just an event in the course of performance of that contract.

7.1.1 It is common for the parties entering into a contract, to specify in the contract itself, the compensation that would be payable in the event of the breach of the contract. Such compensation specified in a written contract for breach of non-performance of the contract or parties of the contract is referred to as liquidated damages. Black's Law Dictionary defines 'Liquidated Damages' as cash compensation agreed to by a signed, written contract for breach of contract, payable to the aggrieved party.

7.1.2 Section 74 of the Contract Act, 1972 provides that when a contract is broken, if a sum has been named or a penalty stipulated in the contract as the amount or penalty to be paid in case of breach, the aggrieved party shall be entitled to receive reasonable compensation not exceeding the amount so named or the penalty so stipulated.

7.1.3 It is argued that performance is the essence of a contract. Liquidated damages cannot be said to be a consideration received for tolerating the breach or non-performance of contract. They are rather payments for not tolerating the breach of contract. Payment of liquidated damages is stipulated in a contract to ensure performance and to deter non-performance, unsatisfactory performance or delayed performance. Liquidated damages are a measure of loss and damage that the parties agree would arise due to breach of contract. They do not act as a remedy for the breach of contract. They do not retribute the aggrieved person. It is further argued that a contract is entered into for execution and not for its breach. The liquidated damages or penalty are not the desired outcome of the contract. By accepting the liquidated damages, the party aggrieved by breach of contract cannot be said to have permitted or tolerated the deviation or non-fulfilment of the promise by the other party.

7.1.4 In this background a reasonable view that can be taken with regard to taxability of liquidated damages is that where the amount paid as 'liquidated damages' is an amount paid only to compensate for injury, loss or damage suffered by the aggrieved party due to breach of the contract and there is no agreement, express or implied, by the aggrieved party receiving the liquidated damages, to refrain from or tolerate an act or to



do anything for the party paying the liquidated damages, in such cases liquidated damages are mere a flow of money from the party who causes breach of the contract to the party who suffers loss or damage due to such breach. Such payments do not constitute consideration for a supply and are not taxable.

7.1.5. ....

7.1.6 If a payment constitutes a consideration for a supply, then it is taxable irrespective of by what name it is called; it must be remembered that a "consideration" cannot be considered de hors an agreement/contract between two persons wherein one person does something for another and that other pays the first in return. If the payment is merely an event in the course of the performance of the agreement and it does not represent the 'object', as such, of the contract then it cannot be considered 'consideration'. For example, a contract may provide that payment by the recipient of goods or services shall be made before a certain date and failure to make payment by the due date shall attract late fee or penalty. A contract for transport of passengers may stipulate that the ticket amount shall be partly or wholly forfeited if the passenger does not show up. A contract for package tour may stipulate forfeiture of security deposit in the event of cancellation of tour by the customer. Similarly, a contract for lease of movable or immovable property may stipulate that the lessee shall not terminate the lease before a certain period and if he does so he will have to pay certain amount as early termination fee or penalty. Some banks similarly charge pre-payment penalty if the borrower wishes to repay the loan before the maturity of the loan period. Such amounts paid for acceptance of late payment, early termination of lease or for pre-payment of loan or the amounts forfeited on cancellation of service by the customer as contemplated by the contract as part of commercial terms agreed to by the parties, constitute consideration for the supply of a facility, namely, of acceptance of late payment, early termination of a lease agreement, of prepayment of loan and of making arrangements for the intended supply by the tour operator respectively. Therefore, such payments, even though they may be referred to as fine or penalty, are actually payments that amount to consideration for supply, and are subject to GST, in cases where such supply is taxable. Since these supplies are ancillary to the principal supply for which the contract is signed, they shall be eligible to be assessed as the principal supply, as discussed in detail in the later paragraphs. Naturally, such payments will not be taxable if the principal supply is exempt.

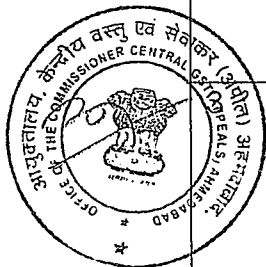
In view of the above circular, where there is an exempted supply, no tax is applicable for the liquidated damages arise. However, in the subject case, this circular is required to be read with Circular No. 137/07/2020-GST dated 13.04.2020 and Section 34 of the CGST Act, 2018, which clarifies in respect of dealing with the credit notes.

13. As per the circular No.137/07/2020 dated 13.04.2020, as contended by the appellant that they have claimed refund as per para 2 point 3 of this circular. I reproduce the relevant para in this regard as under:



2. The issues raised have been examined and in order to ensure uniformity in the implementation of the provisions of the law across the field formations, the Board, in exercise of its powers conferred under section 168(1) of the CGST Act hereby clarifies as under:

Sno	Issue	Clarification
1	An advance is received by a supplier for a Service contract which subsequently got cancelled. The supplier has issued the invoice before supply of service and paid the GST thereon. Whether he can claim refund of tax paid or is he required to adjust his tax liability in his returns ?	<b>In case GST is paid by the supplier on advances received for a future event which got cancelled subsequently and for which invoice is issued before supply of service, the supplier is required to issue a "credit note" in terms of section 34 of the CGST Act. He shall declare the details of such credit notes in the return for the month during which such credit note has been issued. The tax liability shall be adjusted in the return subject to conditions of section 34 of the CGST Act. There is no need to file a separate refund claim. However, in cases where there is no output liability against which a credit note can be adjusted, registered persons may proceed to file a claim under "Excess payment of tax, if any" through FORM GST RFD-01.</b>
2	An advance is received by a supplier for a Service contract which got cancelled subsequently. The supplier has issued receipt voucher and paid the GST on such advance received. Whether he can claim refund of tax paid on advance or he is required to adjust his tax liability in his returns?	In case GST is paid by the supplier on advances received for an event which got cancelled subsequently and for which no invoice has been issued in terms of section 31 (2) of the CGST Act, he is required to issue a "refund voucher" in terms of section 31 (3) (e) of the CGST Act read with rule 51 of the CGST Rules. The taxpayer can apply for refund of GST paid on such advances by filing FORM GST RFD-01 under the category "Refund of excess payment of tax".
	Goods supplied by a supplier under cover of a tax invoice are returned by the recipient. Whether he can claim refund of tax paid or is he required to adjust his tax liability in his returns ?	In such a case where the goods supplied by a supplier are returned by the recipient and where tax invoice had been issued, the supplier is required to issue a "credit note" in terms of section 34 of the CGST Act. He shall declare the details of such credit notes in the return for the month during which such credit note has been issued. The tax liability shall be adjusted in the return subject to conditions of section 34 of the CGST Act. There is no need to file a separate refund claim in such a case. However, in cases where there is no output liability against which a credit note can be adjusted, registered persons may proceed to file a refund claim under "Excess payment of tax, if any" through FORM GST RFD-01



14. I observe from the grounds of appeal filed by the appellant, that M/s. PTC India Ltd., seems to be their single client with whom they have tax liability of IGST. However, due to breach of contract with them, the appellant has

stated in their grounds of appeal, that they do not have any IGST tax liability in future to adjust the credit notes raised by them and hence, they are left with one and only option to file refund claim. **In the present case, the appellant in their additional submissions dated 23.04.2024 have stated that they discharged their tax liability from September'2022 to August'2023 in the month of July'2023. So, I observe that they had paid the tax pertaining to August'2023 on the advances received for a future event which got cancelled subsequently and for which invoice is issued before supply of services. Accordingly, in view of the above circular, it is seen that the appellant has no other option except for following clarification pointed at Sr.No.1 above and have to file refund claims as envisaged at point 1.**

15. I observe that though the Circular No.178/10/2022-GST dated 03.08.2022 specified that no tax on liquidated damages, the appellant have discharged their IGST tax on the liquidated damages due to sheer ignorance of law. Circular No.137/07/2020-GST dated 13.04.2020, clearly specifies the scenarios under which such tax liability discharged due to mistake can be claimed back through refund, as they had the appellant fall only under the category at point-3 of the table, and in the absence of any output tax liability of IGST arising in future, they had filed for the refund claims as detailed in the table at para-1 above.

16. In view of the above discussions and findings, I hereby allow all the four appeals filed by the appellant with a direction to the appellant to submit all the relevant documents/submissions before the refund sanctioning authority and the refund Sanctioning Authority shall verify the facts as per the provisions of Section 54 of the CGST Act, 2017 and pass order accordingly in terms of point no.1 of Circular No.137/07/2020-GST dated 13.04.2020.

17. अपीलकर्ता द्वारा दर्ज की गई अपील का निपटारा उपरोक्त तरीके से किया जाता है।

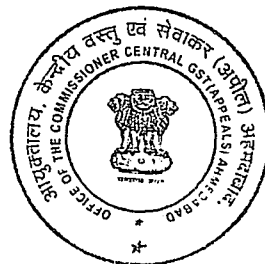
The appeal filed by the *appellant* stands disposed of in above terms.

*Asad*  
29/04/2024  
(Adesh Kumar Jain)  
Joint Commissioner (Appeals)

Date: 29.03.2024

// Attested //

*Vijayalakshmi V*  
30/4/24  
(Vijayalakshmi V)  
Superintendent (Appeals)  
Central Tax, Ahmedabad



By R.P.A.D.

To,

M/s. Torrent Power Limited  
Samanvay, 600 Tapovan, Ambawadi  
Ahmedabad, Gujarat 380015.

Copy to :

1. The Principal Chief Commissioner of Central Tax, Ahmedabad Zone.
2. The Commissioner, CGST & C. Ex., Appeals, Ahmedabad.
3. The Commissioner, CGST & C. Ex., Ahmedabad-South.
4. The Dy/Asstt. Commissioner, CGST, Division-VII, Ahmedabad South.
5. The Superintendent (Systems), CGST & C. Ex., Appeals, Ahmedabad.
- ✓ 6. Guard File.
7. P.A. File



