

Director General of Anti-Profitteering v. Oxford Realty LLP (Project Godrej Infinity)

Case number: NAPA/123/PB/2025

Citation: No neutral or reporter citation for this order is printed in the identified official PDF.

Decision date: 3 August 2026

Godrej Infinity ITC benefit: post-GST bookings, buyer-specific shortfalls, GST-inclusive refunds and last-instalment interest

Court: Goods and Services Tax Appellate Tribunal, Principal Bench, New Delhi, Anti-Profitteering Division

Bench: Justice (Retd.) Dr. Sanjaya Kumar Mishra, President, and Anil Kumar Gupta, Member (Technical), Division Bench, Court I; order per Anil Kumar Gupta.

Decision stage: Final reasoned order requiring Rs. 40,99,917, inclusive of GST, to be refunded to 128 Annexure-9 homebuyers with 18% annual interest from each buyer's last instalment until actual refund; no Section 171(3A) penalty; respondent's refund-and-interest compliance report due within three months of the order.

01 Facts of case and issues

The proceedings concerned allegations that Oxford Realty LLP had not passed the additional input-tax-credit benefit arising on introduction of GST to purchasers in Godrej Infinity. The applications came from Manish Jain, Manish Saleraj Jain on behalf of Jaya Prakash Madhraj, and Viraj Ingle. DGAP's first report of 29 January 2021 used pre-GST and post-GST ITC-to-turnover ratios. Following the Delhi High Court's Reckitt Benckiser judgment, CCI remanded the matter on 20 March 2024 for reinvestigation. DGAP issued a fresh notice on 9 April 2024 and submitted the report of 22 January 2025 considered in this final order.

The report's stated investigation window is 1 July 2017 to 31 March 2024. Table B, however, computes benefit for July 2017 to October 2019. The Tribunal identifies the contravention period as 1 July 2017 to 30 October 2019, the date of the Occupancy Certificate. Of 1,209 units, 42 were unsold at that stage and 1,167 homebuyers were considered. The longer investigation window is not itself a finding of profiteering after 30 October 2019. The reproduced tables do not specify a complete calendar window for the pre-GST purchases.

DGAP's revised approach compared credit with the purchase value of goods and services and allocated the additional savings over project area. Table A shows pre-GST purchases of Rs. 1,22,96,07,070 and service-tax credit of Rs. 17,42,83,993, with a displayed ratio of 14.17%. It shows post-GST purchases of Rs. 2,73,29,28,575 and ITC of Rs. 43,03,73,696, with a displayed ratio of 15.75% and additional benefit of 1.57%. Table B instead prints post-GST purchases of Rs. 2,73,29,29,575. That Rs. 1,000 source difference is retained rather than silently corrected.

Table B records total savings of Rs. 4,30,09,540 across 13,06,607 square feet of saleable area, a displayed benefit of Rs. 32.91 per square foot, and sold area of 12,58,712 square feet. The stated base profiteering is Rs. 4,14,32,982; adding the stated 12% GST component of Rs. 49,71,958 produces Rs. 4,64,04,940. These are the report's figures later accepted by the Tribunal, not a newly calculated award by this note.

01 Facts of case and issues

Oxford claimed to have passed Rs. 16,77,04,076 to purchasers, described as 3.97% of unbilled value. DGAP records that the genuineness of this claim had been addressed in its earlier report and was not reverified in the fresh investigation. After crediting benefits buyer by buyer, DGAP identified excess benefit for 1,039 purchasers and a net shortfall of Rs. 40,99,917 for the remaining 128. Oxford claimed excess payments of Rs. 12,53,99,053 to the first group and sought recovery or cross-buyer set-off. An aggregate benefit larger than the aggregate liability did not establish that each buyer had received the required amount. The 3.97% and 1.57% descriptions use different stated bases and are not interchangeable rate comparisons.

Oxford also sought exclusion of 74 post-GST units, alleging that Rs. 34,65,350.85 attributable to those bookings should be removed because prices after 30 June 2018 had been negotiated afresh. It sought payment into the Consumer Welfare Fund rather than refunds, challenged GST inclusion and interest, and resisted retrospective penalty. These are the respondent's contentions, distinct from the Tribunal's conclusions.

Pinpoint: Applications and history: paragraphs 1–8, physical pp. 2–5. Tables A/B and prior benefits: paragraphs 8–11, pp. 5–6. Respondent and DGAP positions: paragraphs 12–13.5, pp. 6–10. Unit counts, Occupancy Certificate and contravention period: paragraph 20.3, p. 26.

02 Discussion by Hon'ble Tribunal

Paragraph 14 records that Oxford did not object at the hearings to the quantum or the DGAP methodology, while framing six remaining legal disputes. The Tribunal's reasoning on those disputes is its own substantive adjudication. The historical methodology change and DGAP's explanation in paragraphs 6–13 should not be mistaken for a fresh contested validation of every input, rounding convention or underlying buyer ledger.

On post-June 2018 bookings, the Tribunal applies the transitional-construction scenario discussed in Reckitt Benckiser: construction began before GST, continued afterwards, and the developer availed post-GST ITC. It rejects Oxford's suggested booking-date exclusion in this project. Its evidential finding is that fresh negotiations and unchanged average prices did not demonstrate the specific ITC benefit reaching those buyers. Oxford had separately shown a 3.97% benefit for July 2017–June 2018 bookings but had not supported the later claimed pass-through with specific documents or calculations.

Annexure-7's average-price comparison was inconclusive because floor, location, construction stage, demand and negotiation can also affect prices. This is not a rule that every wholly post-GST project or completed-flat sale necessarily attracts a further benefit: the order itself reproduces materially different scenarios from Reckitt Benckiser.

On the proposed Consumer Welfare Fund deposit, the Tribunal finds the 128 recipients identifiable from Annexure-9 and the project records. Absence of complaints, difficulty contacting buyers and transfer of the project to a cooperative society do not establish that the recipients cannot be identified or extinguish Oxford's liability. Paragraph 16.2 describes genuine non-identification despite due diligence; paragraph 16.3 also refers to the rule's separate non-claim language. Read together, the operative finding is that no basis for substituting a Fund deposit was established for these recorded buyers. The order does not authorize a Fund fallback for Oxford merely because a buyer has not filed a complaint.

02 Discussion by Hon'ble Tribunal

On cross-buyer set-off, the Tribunal distinguishes giving credit for benefit already passed to the same buyer from diverting excess benefit paid to one buyer against a different buyer's shortfall. It rejects the latter because Section 171 imposes recipient-specific obligations. It also declines to order customers to return alleged excess payments, finding no such power under this statutory framework. Kasinka Trading, invoked by Oxford, is distinguished as concerning the State's power to withdraw an exemption notification. The ruling is not represented as adjudicating every possible private-law restitution remedy in another forum.

On GST, the Tribunal rejects Oxford's argument that remitting the tax to Government removes it from the refund. It treats the extra GST borne by buyers on the inflated base as part of the harm to be restored, applies Reckitt Benckiser paragraph 157, and distinguishes R.S. Joshi's forfeiture context. Paragraph 18.5 expressly accepts the Rs. 4,64,04,940 gross calculation and directs the remaining Rs. 40,99,917, inclusive of GST, to be returned. No further 12% layer is to be added to that net award.

On interest, the Tribunal applies Rule 133(3)(b), rejects the argument that Section 50 is the only possible source of interest, and relies on Reckitt Benckiser's treatment of Section 171. It distinguishes the cited Procter & Gamble Fund-deposit order and the amendment to Rule 133(3)(c). Although it reproduces Rule 133(3)(b)'s collection-date wording, it then addresses the difficulty of identifying transaction-specific collection dates when benefit is computed on a project-completion basis. Paragraph 19.5 selects each eligible buyer's last instalment date as the commencement benchmark. That case-specific direction, repeated in paragraph 21.2, governs the award; no common GST-introduction date, order date, Occupancy Certificate date or alternative collection-date fallback is supplied.

On penalty, the Tribunal finds the entire contravention completed by 30 October 2019. It therefore holds Section 171(3A), effective from 1 January 2020, inapplicable retrospectively. The relief is based on timing, rather than Oxford's assertion of good intent, the date of the later investigation report, or an assumed payment within thirty days.

A limited arithmetic check helps explain, but does not cure or independently audit, the printed tables. The raw Table A amounts produce ratios of approximately 14.173958% and 15.747711%, a difference of 1.573753 percentage points. Applying that unrounded difference to Table A's purchase value gives approximately Rs. 4,30,09,540.20, consistent with the stated savings. Dividing stated savings by saleable area gives about Rs. 32.916967 per square foot; applying this unrounded figure to sold area gives about Rs. 4,14,32,981.85, consistent with the stated rounded base. The displayed 1.57% and Rs. 32.91 do not themselves reproduce those amounts. The Table A/B purchase difference remains unresolved, and the judgment does not disclose the complete underlying precision policy. The stated base plus GST adds exactly to the gross amount; the claimed total benefit minus gross liability plus the residual equals the claimed Rs. 12,53,99,053 excess. None of these checks verifies Annexure-9 allocations or proves that every claimed benefit was actually received.

02 Discussion by Hon'ble Tribunal

Other source wording is preserved with care. Paragraph 12.4 prints a residual of Rs. 40,99,916, against the repeated and operative Rs. 40,99,917. Paragraph 18.1 awkwardly describes Rs. 49,71,958 as the profiteered amount; paragraph 10 identifies it as the GST component. Paragraph 16.1 refers to three complainants and the remaining 125 within a discussion of 128 units, whereas paragraph 12.3 says the complainants had already received excess benefits. Without Annexure-9, the note does not decide which group contains those complainants or replace the operative count of 128.

Pinpoint: Issues: paragraph 14, physical pp. 11–12. Post-GST bookings: paragraphs 15.1–15.5, pp. 12–16. Recipients/Fund: paragraphs 16.1–16.4, pp. 16–18. Set-off: paragraphs 17.1–17.4, pp. 18–20. GST: paragraphs 18.1–18.5, pp. 20–22. Interest: paragraphs 19.1–19.5, pp. 23–25. Penalty: paragraphs 20.1–20.4, pp. 25–27. Arithmetic and wording qualifications: Tables A/B and paragraphs 10–12.5, pp. 5–8, plus paragraphs 16.1 and 18.1, pp. 16 and 20.

03 Judicial decision and operative relief

GSTAT accepts DGAP's report of 22 January 2025 and finds that Oxford Realty LLP contravened Section 171 by not fully passing additional ITC to the eligible homebuyers. The final operative liability is a refund of Rs. 40,99,917, inclusive of GST, to the 128 purchasers named in Annexure-9, in proportion to their flat areas and in accordance with the buyer-wise details there. This is the net shortfall after buyer-level credit; it is neither a second award of the Rs. 4,64,04,940 gross figure nor a refund to all 1,167 considered buyers. The request for a Consumer Welfare Fund deposit and the cross-buyer set-off claim are rejected.

The net amount carries interest at 18% per annum under Rule 133(3)(b), calculated from each eligible homebuyer's respective last instalment payment date until actual refund. The PDF does not provide those dates or a rupee interest total. The note therefore makes no interest calculation or substitute start-date assumption.

No penalty under Section 171(3A) is payable because the Tribunal finds that the entire contravention, 1 July 2017–30 October 2019, ended before that provision took effect on 1 January 2020. The thirty-day deposit proviso is quoted as part of the statutory text but is not imposed as a condition of this no-penalty ruling.

Paragraph 22 requires Oxford, rather than the Commissioner, to file a compliance report evidencing refunds and interest to each eligible buyer. It must be submitted to the jurisdictional CGST/SGST Commissioner with a copy endorsed to DGAP within three months from the date of the order. This is an order-date-based report evidencing performance, not a four-month receipt-based Commissioner report or an independently stated thirty-day payment period. The operative refund paragraphs do not specify a separate numerical refund deadline. Actual refunds and report filing have not been verified.

The matter is disposed of and the order pronounced in open court. Its administrative and final typed dates are 3 August 2026. The last page's visible signature annotations also bear 3 August 2026, at 16:37:33 for Sanjaya Kumar Mishra and 14:33:47 for Anil Kumar Gupta. These visual annotations are recorded without a cryptographic-validity conclusion.

Pinpoint: Net GST-inclusive liability: paragraph 18.5, physical p. 22, and paragraphs 21–21.1, p. 27. Interest: paragraphs 19.5 and 21.2, pp. 24–25 and 27. Penalty: paragraphs 20.3–20.4 and 21.3, pp. 26–28. Report, circulation, disposal, pronouncement and signatures: paragraphs 22–25, p. 28. Administrative summary and date: pp. 1–2.

04 In favour of

The 128 eligible homebuyers and the authority on the net GST-inclusive refund, rejection of cross-buyer set-off and liability for interest. Oxford obtains express protection from Section 171(3A) penalty and a buyer-specific last-instalment interest benchmark. The principal refund liability survives; neither side is described as achieving an unqualified victory.

Final substantive adjudication of six identified disputes, followed by a refund-and-interest direction and reasoned no-penalty ruling. The no-penalty relief and interest-start qualification do not remove the principal Section 171 liability or convert the order into a compliance closure. Final describes the Tribunal's adjudicative stage, not exhaustion of appeals, current enforceability or completed compliance.

Pinpoint: Paragraphs 14–25, physical pp. 11–28.

05 AKHB REVIEW POINT

AKHB analysis: Reconcile project-wide benefit to each recipient. Keep credit notes, invoices, buyer acknowledgements, unit areas and the allocation ledger together; an aggregate overpayment does not answer an identified buyer's shortfall. Distinguish customer-level credit for that customer's benefit from the rejected cross-customer set-off. A statement that new prices already reflected ITC needs a contemporaneous, traceable calculation addressing the relevant construction and ITC periods.

For a project spanning GST's introduction, separate the booking date, construction period, availability of additional ITC and sale after completion. Do not extrapolate this order's treatment of Godrej Infinity to wholly post-GST projects or materially different supply scenarios. Equally, do not turn its discussion of price averages into a general prohibition on negotiated prices.

Obtain the complete DGAP report and Annexure-9 before calculating a buyer's entitlement or seeking execution. Reconcile the Table A/B Rs. 1,000 discrepancy and the precision underlying displayed ratios and per-square-foot amounts through the authoritative record. The limited arithmetic check here is not permission to substitute a revised judicial total. The GST-inclusive residual should not have GST added again.

For compliance, use each eligible buyer's last-instalment date and actual refund date for the ordered interest; preserve payment evidence and the buyer-wise calculation. Retain and update recipient-identification records even after handover to the society. Track Oxford's three-month, order-date-based report to the Commissioner with DGAP copied, while separately verifying performance of the refund direction. Check any correction, appeal or stay and the current treatment of the cited authorities before relying on the order.

Pinpoint: AKHB commentary based on Tables A/B and paragraphs 11–25, physical pp. 5–28; practical steps are commentary, not additional judicial directions.

Sources and limitations

Relevant provisions

CGST Act 2017: Section 171, ITC-benefit pass-through and recipient-specific liability; CGST Act 2017: Section 171(3A), express non-retrospective penalty ruling; CGST Act 2017: Section 50, respondent's rejected interest objection; CGST Rules 2017: Rule 128, application history; CGST Rules 2017: Rule 129 and Rule 129(1), investigation history; CGST Rules 2017: Rule 133(4), reinvestigation history; CGST Rules 2017: Rule 133(3)(b), buyer refund with interest; CGST Rules 2017: Rule 133(3)(c), requested Consumer Welfare Fund route and interest distinction; CGST Rules 2017: Rules 113(1) and 115, administrative Form GST APL-04A heading only; Finance (No. 2) Act 2019: Section 112, insertion of Section 171(3A) as recorded by the Tribunal; Central Tax Notification 31/2019 dated 28 June 2019, Fund-interest amendment distinguished from recipient refund interest.

Statutory note

Targeted India Code, historical official rules and Notification 31/2019 confirm the distinction between pre-existing recipient-return interest under Rule 133(3)(b) and the express Fund-interest amendment of 28 June 2019 under Rule 133(3)(c). Procter & Gamble's own reasons were separately targeted; Oxford distinguishes that Fund route, rather than granting a universal interest exemption. The chosen last-instalment benchmark remains Oxford's case-specific operative application, not the literal universal rule wording. India Code and Notification 01/2020 verify Section 171(3A) commencement on 1 January 2020. Its quoted thirty-day proviso is not the reason for relief or a payment deadline here. Targeted Reckitt primary paragraphs 126–135, 153–158 and 163 support the construction-scenario, benefit-mode, GST and ancillary-power context. Oxford's reproduced paragraph 153 is incomplete compared with the primary, so the proposition is paraphrased without endorsing a defective quotation. Kasinka Trading, R.S. Joshi and Pyramid Arcades remain attributed GSTAT discussions; their complete originals were not independently verified in this bounded review.

Treatment note

A fresh normal-TLS official download exactly matches the collected original. Bounded official-domain/name/docket searches on 13 October 2026, including Bombay High Court variants, identified no authenticated later order modifying, staying, reviewing or reversing this precise final. Search absence is not a no-appeal/no-stay or present-enforceability certificate; no complete docket was audited. The connected Supreme Court order of 31 July 2024 is procedural only; the 9 September 2026 Delhi High Court account of pending constitutional appeals and absence of a Supreme Court interim order is historical, not specific Oxford clearance. Actual buyer refunds, last-instalment dates, Annexure-9 allocations and compliance remain unverified. Administrative, typed and visible signature dates are 3 August 2026, without cryptographic assurance.

Scope of source review

One final reasoned anti-profiteering order for Godrej Infinity. Although paragraph 14 records no hearing objection to quantum or methodology, the Tribunal separately decides six live legal issues: post-June 2018 bookings, identifiable recipients and the Consumer Welfare Fund, cross-buyer set-off, inclusion of GST, interest and penalty. It therefore contains substantive adjudication beyond accepting a report or recording compliance. The longer investigation window is distinct from the contravention period used in the computation and penalty ruling. No comprehensive real-estate or GSTAT coverage is claimed.

Identity note

NAPA/123/PB/2025; order reference ZA070010826000001H; Division Bench Court I, Delhi PB; per Anil Kumar Gupta. Administrative, typed and visible signature dates: 3 August 2026. Administrative appeal-reference date 27 January 2025 is not the decision date. Investigation window 1 July 2017–31 March 2024 differs from Table B July 2017–October 2019 and the expressly adjudicated 1 July 2017–30 October 2019 contravention period. Table A/B post-GST purchases differ by Rs. 1,000; displayed ratios and per-square-foot figure do not directly reproduce totals, though unrounded arithmetic from Table A is broadly consistent. Paragraph 12.4 residual Rs. 40,99,916 differs from operative Rs. 40,99,917. Paragraph 18.1 misdescribes the separately identified GST component. Paragraph 16.1's 125/three-complainant wording does not establish Annexure-9 membership. Refund to 128 identified buyers, not a Fund deposit; net GST-inclusive amount, individual last-instalment interest, no Section 171(3A) penalty and respondent's three-month order-date-based compliance report.

Primary source

Source description: Complete 28-page official PDF, including administrative summary and final reasoned order; all original text pages read and page images individually viewed by the AI author.

Official source: [Open source document](#)

Source pages: 28

Outcome type: final

Additional source

CGST Act 2017, official India Code consolidation

Source document: [Open source document](#)

Pinpoint: Targeted Sections 109 and 171, physical pp. 87–88 and 122–123: Principal Bench jurisdiction, pass-through duty and Section 171(3A) insertion/commencement; not a complete current-law or appellate-remedy certification.

Official CGST Rules consolidation, September 2018

Source document: [Open source document](#)

Pinpoint: Targeted physical pp. 106–107: Rule 133(3)(b) recipient-return interest and historical footnote; consolidation rather than original Gazette.

Central Tax Notification 01/2020, 1 January 2020

Source document: [Open source document](#)

Pinpoint: Complete one-page instrument: Finance (No. 2) Act 2019 Section 112 commences on 1 January 2020.

Central Tax Notification 31/2019, 28 June 2019

Source document: [Open source document](#)

Pinpoint: Targeted physical pp. 1 and 5, clause 17(c): express Fund-interest amendment; recipient-return interest existed earlier. Separate QR-code commencement is not imported.

Reckitt Benckiser, Delhi High Court, 29 January 2024

Source document: [Open source document](#)

Pinpoint: Targeted paragraphs 117–119, 126–135, 153–158 and 163: commercial evidence, construction scenarios, prescribed price reduction, ancillary powers, GST and reporting time; no full 142-page reread.

Procter & Gamble Group, GSTAT, 10 September 2025

Source document: [Open source document](#)

Pinpoint: Targeted physical pp. 10–16: own prospective Fund-interest reasoning, distinguished by Oxford from recipient return. No general immunity from interest.

Connected Supreme Court procedural order, 31 July 2024

Source document: [Open source document](#)

Pinpoint: All five pages checked; listing and pleadings directions, including the Reckitt docket, not merits affirmation or present-day status certification.

Delhi High Court connected procedural order, 9 September 2026

Source document: [Open source document](#)

Pinpoint: Targeted physical pp. 45–46: constitutional appeals pending and no Supreme Court interim order recorded as of 9 September 2026 only; not case-specific or current no-stay certification.

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