Principal Commissioner of Income Tax & Anr. v. Bellandur Chikkagurappa Jayaramareddy

I.T.A. No. 372/2022

2024:KHC:27141-DB | 2024-07-15

Agreement-date stamp valuation sustained under section 50 C on the case-specific payment and agreement facts.

50C(1) | 260A

High Court of Karnataka | Division Bench | Justice Krishna S. Dixit | Justice Ramachandra D. Huddar

Assessment years: 2014-15

Scope of this order

The assessee succeeded on the agreement-date valuation issue; an unregistered MOU was not treated as independently transferring title.

01 FACTS OF THE CASE

Revenue appealed the Tribunal's 5 January 2022 order in ITA 1322/Bang/2019 for AY 2014-15. Its proposed questions challenged use of the 8 April 2013 MOU date for guidance value and the finding that the part-consideration condition was met, stressing that the MOU was unregistered.

Source: PDF p. 2

02 DISCUSSION BY THE HON'BLE COURT

The Court accepted use of the agreement date on this factual matrix. It reproduced the first two provisos to section 50 C(1), including the condition concerning receipt of consideration through specified banking modes on or before the agreement date, and found Revenue's case outside the exceptions.

Source: PDF p. 4

03 JUDICIAL DECISION

Revenue's appeal was rejected as without merit, with costs made easy. The Tribunal's relief remained undisturbed.

Source: PDF p. 5

04 OUTCOME / IN WHOSE FAVOUR

The assessee succeeded on the agreement-date valuation issue; an unregistered MOU was not treated as independently transferring title.

Source: PDF p. 5

05 EXPERT COMMENTS

Separate valuation date from transfer of title — Revenue's title objection did not defeat the section 50 C valuation conclusion on these facts. The judgment is about the relevant stamp-value date, not a declaration that an unregistered MOU itself conveys ownership.

Read the payment condition with the agreement-date proviso — The reproduced second proviso requires qualifying receipt on or before the agreement date. The Court's result cannot be reduced to a rule allowing every earlier agreement date irrespective of payment evidence.

Keep the historical year qualification visible — The source addresses AY 2014-15 while acknowledging later introduction of the provisos. This case note reports that application without inventing a general retrospective rule or relying on the source's inconsistent amendment annotations as verified legislative history.

Source: PDF p. 3

SOURCE & VERIFICATION

Primary High Court order - verified local repository copy

Complete 5-page supplied source; all pages read.

Complete source text and every original page visually reviewed; identity and SHA-256 checked. AI-assisted source analysis.

Open cited source rendition

All 5 physical source pages read and visually inspected. SHA-256: 4b58273ecd275fa6f5421957e4f951c6c0930ea20922c3e4adda6a1e31298323.

STATUTORY SCOPE

The judgment concerns AY 2014-15 and applies the agreement-date provisos in that case. Its reproduced statutory amendment annotations are not independently verified legislative history or current-law clearance.

LATER TREATMENT

Source checked 2026-10-21. Subsequent judicial treatment has not been independently verified.

AI DISCLOSURE

AI-assisted research checked against the identified source. Extraction, interpretation or omission errors remain possible. Source review does not mean independent approval by a practising professional. Verify every material statement against the complete original judgment.

PROFESSIONAL DISCLAIMER

General research information only; not legal or tax advice, a certified judgment or a substitute for the full order. Applicability depends on facts, assessment year, statutory version and jurisdiction. Subsequent treatment is unverified unless identified sources are expressly stated. Downloading does not create a professional engagement. Obtain case-specific advice before reliance.