

**THE MAHARASHTRA APPELLATE AUTHORITY FOR ADVANCE RULING FOR GOODS AND SERVICES TAX
(Constituted under Section 99 of the Maharashtra Goods and Services Tax Act, 2017)**

ORDER NO. MAH/AAAR/RS-SK/ 26 /2020-21

Date-17.09.2020

BEFORE THE BENCH OF

(1) Shri Rakesh Kumar Sharma, MEMBER (Central Tax)

(2) Shri Sanjeev Kumar, MEMBER (State Tax)

Name and Address of the Appellant:	M/s. Liberty Translines, 9, Kashiram Jamnadas Building, 5, P.D'Mello Road, Mumbai-400009
GSTIN Number	27AAHFL4335L1Z1
Clause(s) of Section 97(2) of CGST/SGST Act, 2017, under which the question(s) raised:	Clause(a): classification of any goods or services or both; Clause (d): admissibility of input tax credit of tax paid or deemed to have been paid; Clause (e):determination of the liability to pay tax on any goods or services or both;
Date of Personal Hearing:	09.09.2020
Present for the Appellant:	Shri Kishor Chaudhari (Chartered Accountant)
Details of appeal	Appeal No. MAH/GST-AAAR-01/2020-21 dated 24.07.2020 against Advance Ruling No. GST-ARA-39/2019-20/B-24 dated 05.03.2020
Jurisdictional Officer	Assistant Commissioner of State Tax, Nodal Division 4, Mumbai

(Proceedings under Section 101 of the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017)

- At the outset, we would like to make it clear that the provisions of both the CGST Act and the MGST Act are the same except for certain provisions. Therefore, unless a mention is specifically made to such dissimilar provisions, a reference to the CGST Act would also mean a reference to the same provisions under the MGST Act.



2. The present appeal has been filed under Section 100 of the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017 [hereinafter referred to as “the CGST Act” and “the MGST Act” respectively] by M/s. Liberty Translines, 9, Kashiram Jamnadas Building, 5, P.D’Mello Road, Mumbai-400009 (herein after referred to as “the Appellant”) against the Advance Ruling No. GST-ARA-39/2019-20/B-24 dated 05.03.2020, passed by the Maharashtra Authority for Advance Ruling (MAAR).

BRIEF FACTS OF THE CASE

- 3.1 The Appellant is the owner of various goods transport vehicles. They have registered themselves as Goods Transport Agency (GTA) under the CGST Act, 2017, and have classified their services under SAC 996791 bearing the description “Goods transport agency services for road transport”, in terms of the Annexure to the Notification No. 11/2017-C.T. (Rate), dated 28.06.2017. Earlier, they had opted for the payment of 5% GST, payable by the recipient of the GTA Services under Reverse Charge Mechanism in terms of the Notification No. 11/2017-C.T. (Rate), dated 28.06.2017 read with the Notification No. 13/2017 – C.T. (Rate) dated 28.06.2017. Under the aforesaid arrangement, the Appellant was not eligible to avail credit of input tax charged on goods or services or both used by the Appellant for supplying the said services of GTA.
- 3.2 The Appellant now wants to change the current option of 5% GST, payable by the recipient of the said GTA service under RCM, and migrate to the option of payment of GST at the rate of 12 % on forward charge basis as permitted by Notification No. 20/2017 – C.T(Rate), dated 22.08.2017. By doing so, they would also be availing the ITC in respect of the goods and services used for providing the said GTA services in terms of the Notification No. 11/2017 - C.T. (Rate), dated 28.06.2017 as amended by the Notification No. 20/2017- Central tax (Rate), dated 22.08.2017.
- 3.3 The Appellant have propounded one business arrangement, where they intend to enter into one contract with a company, named M/s. Posco ISDC Pvt. Ltd, which also provides GTA services and M/s. Posco ISDC Pvt. Ltd has opted to pay 12% GST on forward charge basis by claiming the related ITC. Since, M/s. Posco ISDC Pvt. Ltd. does not have enough fleet of its own, it would sub-contract GTA related work orders



to the Appellant who would in-turn provide the GTA service to M/s. Posco ISDC Pvt. Ltd. in their capacity as a sub-contractor to M/s. Posco ISDC Pvt. Ltd.

- 3.4 Now, in view of the above proposition, a situation is envisaged where the Appellant would issue a consignment note in the capacity of GTA service provider to M/s. Posco ISDC Pvt. Ltd, who would also act as GTA providing the GTA service to their clients, i.e. the consignor or consignee, as the case may be. M/s. Posco ISDC Pvt. Ltd would in turn issue a second consignment note to their ultimate clients for the transportation of the same goods, happening in the same vehicle which belongs to the Appellant. The e-way bill, in this case, would be prepared by M/s. Posco ISDC Pvt. Ltd only.
- 3.5 Further, the recipient of the goods, i.e. the client of M/s. Posco ISDC Pvt. Ltd, availing the goods transportation agency services would acknowledge the completion of the transportation services by signing / stamping the consignment note issued by M/s. Posco ISDC Pvt. Ltd., as a proof of receipt of goods transported.
- 3.6 Since, there would be no loss of revenue to the Government, the Appellant wanted to come in the main stream of GST by adopting forward Charge mechanism. The Appellant believed, and was advised on this count that, what has been envisaged above by the Appellant as a sub-contractor and M/s. Posco ISDC Pvt. Ltd as the main contractor for GTA Service, was permissible under the GST law and there was no impediment to or irregularity in the same.
- 3.7 The Appellant wanted to know whether the Appellant could also act as a 'GTA' in the aforementioned arrangement, in terms of Notification No. 20/2017-Central Tax (Rate), dated 22.08.2017, and could issue consignment notes and charge GST at the rate of 12% on forward charge basis, when M/s. Posco ISDC Pvt. Ltd would already be acting as a GTA and would be issuing consignment notes in terms of the same notification, although it would mean that there would be two GTAs in a single transportation of goods, with two consignment notes for the transportation activity of the same goods.



3.8 Accordingly, the Appellant had filed an application for Advance Ruling with the Maharashtra Authority for Advance Ruling raising the following questions:

- (i.) **Considering the nature of transaction, under the new proposition where Liberty Translines the Appellant would be issuing the consignment note to M/s. Posco ISDC Pvt. Ltd. in addition to the consignment note, issued by M/s. Posco ISDC Pvt. Ltd. to their clients, whether the services, rendered by the Applicant to M/s. Posco ISDC Pvt. Ltd. as a sub-contractor, would be classified as GTA service (SAC 996791), when the service rendered by M/s. Posco ISDC Pvt. Ltd., as the main contractor, is already classified as GTA service (SAC 996791) and is going to remain unchanged ?**
- (ii.) **Whether the Appellant would be right in charging GST @12%, under forward charge mechanism to M/s. Posco ISDC Pvt. Ltd., in terms of Notification No. 20/2017-Central Tax (Rate), dated 22.08.2017, when M/s. Posco ISDC Pvt. Ltd. as the main contractor is already charging GST @12% under the same Notification, which is going to remain unchanged ?**
- (iii.) **Whether M/s. Posco ISDC Pvt. Ltd. would be eligible to claim credit of the 12% GST charged by the appellant in its invoice issued under forward charge mechanism ?**
- (iv.) **Procedurally, is it correct to have two GTA Service Providers and two consignment notes for the same movement of goods, one issued by the Appellant as a sub-contractor and the other by M/s. Posco ISDC Pvt. Ltd. as the main contractor?**

3.9 The Maharashtra Advance Ruling Authority (MAAR), vide its Ruling No. GST-ARA-39/2019-20/B-24, dated 5th March, 2020, held as under:

- (a) *As regards the question (i) asked by the Appellant, the Maharashtra Advance Ruling Authority held that the services rendered by the Applicant to M/s. Posco ISDC Pvt. Ltd. as a sub-contractor would not be classified as GTA service (SAC 996791) when the service rendered by M/s. Posco ISDC Pvt. Ltd. as the main contractor, was already classified as GTA service (SAC 996791) and which was going to remain unchanged. As regard their aforesaid ruling, the Maharashtra Advance Ruling*



Authority had reasoned that the Applicant was not having any transportation contract with the actual consignor/consignee of the goods and it was M/s. Posco ISDC Pvt. Ltd., who was having transportation contract of the goods, and was accordingly issuing consignment notes to their clients, i.e. consignor/consignee against the receipt of the goods, and which was eventually signed by the consignee of the goods after the said goods were delivered to its destination, mentioned in the consignment notes. Since all the details of the goods, including the nature and description of the goods, place of the origin and destination of the goods, would be shared with M/s. Posco ISDC Pvt. Ltd. and not with the Applicant, the consignment note was rightfully issued by M/s. Posco ISDC Pvt. Ltd. who would be availing the services of the Applicant by way of hiring the transport vehicles, belonging to the Applicant. The Maharashtra ARA also stressed that the E-way bill, in this proposed transaction, was being issued by M/s. Posco ISDC Pvt. Ltd., and not by the Applicant, which clearly reveals that the actual transportation of the goods is being carried out by the M/s. Posco ISDC Pvt. Ltd. with the aid of the transport vehicles owned by the Applicant. Thus, M/s. Posco ISDC Pvt. Ltd would be the actual GTA. Hence, the services supplied by the Applicant, where they are supplying the transport vehicles to M/s. Posco ISDC Pvt. Ltd., would not be classified as GTA services. Instead their services would be classified as hiring out of transport vehicles.

- (b) *As regards the question (ii) asked by the Appellant, the Maharashtra Advance Ruling Authority held that since the Appellant could not act as GTA in the proposed transaction, they were not entitled to charge 12 % GST on the forward charge basis, in terms of the Notification No. 20/2017-C.T. (Rate), dated 22.08.2017.*
- (c) *As regards the question (iii) asked by the Appellant, the Maharashtra Advance Ruling Authority held that since this question does not pertain to the Appellant, and that the proper person to ask this question would be M/s. Posco ISDC Pvt. Ltd., they refrain from answering this question in terms of the provisions laid under section 97(2) of the CGST Act, 2017.*



(d) As regards the question (iv) asked by the Appellant, the Maharashtra Advance Ruling Authority held that the said question was not covered under section 97(2) of the CGST Act, 2017, they do not have jurisdiction to pass any ruling in this matter.

3.10 Aggrieved by the aforesaid Advance Ruling Order, the Appellant have filed the present appeal.

GROUND OF APPEAL

4. The Appellant, in their Appeal memorandum, have, inter alia, mentioned the following grounds of appeal:

4.1 The Advance Ruling Authority erred in answering the first two questions in the negative and not answering the remaining two questions.

4.2 The Advance Ruling Authority erred in holding that the Appellant was not rendering a GTA Service (SAC 996791) and the Appellant was rendering Non GTA Transportation Service (SAC 996511).

4.3 The Advance Ruling Authority failed to appreciate that when the whole work is sub-contracted, and if any other service can be sub-contracted without changing the classification, there is no reason why GTA service cannot be sub-contracted in the same manner.

4.4 The Advance Ruling Authority erred in interpreting the agreement as for 'hire of vehicle' when it is for transportation of goods by road, and there is a separate classification for 'hire of vehicle' viz SAC 9966 or 9973.

4.5 The Advance Ruling Authority failed to appreciate that The Carriage by Road Act, 2007 requires a common carrier to compulsorily issue a Goods Receipt, and erred in not treating lorry receipt issued by the Appellant as a consignment note.

4.6 The decision of the Advance Ruling Authority is inconsistent with the main scheme of taxation and erred in giving undue weightage to the procedural aspect.



- 4.7 The Advance Ruling Authority failed to appreciate that the Appellant is being deprived of his substantial right to opt for forward charge and claim input tax credit, as per Notification 20/2017 dated 22.08.2017.
- 4.8 The Ruling amounts to a restriction on doing business because a GTA who has opted for forward charge under Notification 20/2017 dated 22.08.2017 does not have any option but to charge 12% GST.
- 4.9 The Advance Ruling Authority failed to appreciate that a GTA has been defined with reference to 'the entity' and not with reference to 'a transaction'. As such, a person who has issued a consignment note even for one transaction, must be treated as a GTA for all other transactions.
- 4.10 The Advance Ruling Authority failed to appreciate that the concept of Non-GTA transportation SAC 996511, applies only to small transport operators and not to fleet owners, as in this case.
- 4.11 The Advance Ruling Authority erred in holding that it is not permitted to have two consignment notes for the same transportation of goods and failed to appreciate that two consignment notes for the same transportation of goods are perfectly logical, legal and permitted.
- 4.12 The Advance Ruling Authority failed to appreciate that the common principle of law that something which is not forbidden is permitted, as per the doctrine of '*Nulla poena sine lege*'.
- 4.13 The Ruling is not in accordance with law, in particular, Explanation to Section 16 (2) of the CGST Act, 2017, which was specifically amended w.e.f. 30.8.2018 to cover 'Bill To Ship To' concept in respect of services.
- 4.14 The Advance Ruling Authority failed to appreciate that a procedural issue cannot override the provisions of law.



- 4.15 The Advance Ruling Authority failed to appreciate that a mere 'consignment note', which is not even defined either in the Act or in the Rules under GST, cannot determine the classification and taxability of a service.

RESPONDENT'S / DEPARTMENT'S SUBMISSION

5. The submissions made by the Department/Respondent is mentioned as under:
- 5.1 As regards, the question (i) asked by the Appellant, the Respondent has concurred with the contention made by the Appellant in as much as their services, i.e. transportation of goods by road where they intend to issue the consignment note to their client, M/s. Posco ISDC Pvt. Ltd., which is also issuing consignment note at the same time to the actual consignor/consignee against the receipt of the goods, would also be categorized as GTA services under SAC 996791.
- 5.2 As regards the question(ii) asked by the Appellant, the Respondent has supported the Appellant contention in as much as they are entitled to opt for the forward charge mechanism, where they can charge GST at the rate of 12% from their client, M/s. Posco ISDC Pvt. Ltd., i.e., they can shift from the current mechanism of 5% GST paid by the recipient under Reverse Charge Mechanism to the charging of 12% GST on forward charge basis from their client along with the availment of ITC, in terms of the Notification No.11/2017-C.T. (Rate), dated 28.06.2017 as amended by the Notification No. 20/2017-C.T.(Rate) dated 22.08.2027.
- 5.3 As regards the question (iii), the Respondent has concurred with the proposition of the Appellant that 12% GST which they propose to charge from their client, M/s. Posco ISDC Pvt. Ltd., under SAC 996791 will be available to their client, M/s. Posco ISDC Pvt. Ltd as ITC.
- 5.4 As regards the question (iv), the Respondent could not comment as to whether it is procedurally correct to have two GTAs issuing two consignment notes in the transportation of the same goods.



PERSONAL HEARING

6. A personal hearing in the matter was held on 9.9.2020, which was attended by Shri. Kishor Chaudhari (Chartered Accountant) as a representative of the Appellant, and Shri Suryakant Kate (Assistant Commissioner), State Tax, in the capacity of the Respondent/Jurisdictional Officer in the subject appeal matter.

6.1 During the course of the said personal hearing, Shri Chaudhari submitted a synopsis of the arguments and reiterated the points made therein. He also produced copies of case laws pronounced by AAR, Rajasthan and Uttarakhand to support their contention. The main points mentioned in the synopsis, submitted by Shri Chaudhari, are as under:

- (a) The subject transaction is a case of bailment or sub-bailment under the Indian Contract Act, 1872. The Appellant is a bailee and has lien over goods transported;
- (b) The Carriage by Road Act, 2007 mandates the issuance of Goods Receipt Note, known as Lorry Receipt, which is same thing as the Consignment Note under the GST Law;
- (c) The fact that the main contractor does not accept the L.R. is not material for the classification of the service. The conclusion is that the Appellant is a 'Goods Transport Agent' under GST law;
- (d) Reference has been made to the Advance Ruling pronounced by the Uttarakhand Advance Ruling Authority in the application filed by M/s. Uttarakhand Forest Development Corporation, wherein it has been held that purpose of consignment note is to indicate that lien has been transferred; When goods are handed over to the transporter, the transporter becomes responsible for delivery. Therefore, under similar facts, the service is a GTA service;
- (e) Reference has also been made to the Advance Ruling passed by the Rajasthan Advance Ruling Authority in the case of M/s. K.M Trans Logistics Pvt Ltd, wherein it has been held that the contention of the applicant of providing service without issuing LR/GR /consignment note is not correct;

6.2 Shri Kate, the jurisdictional officer, reiterated the submissions made before the Advance Ruling Authority.



DISCUSSIONS AND FINDINGS

7. We have carefully gone through the appeal memorandum encapsulating the facts of the case and the grounds of the appeal along with other relevant documents. We have also examined the impugned ruling passed by the Maharashtra Advance Ruling Authority, wherein it has been held that:

(a) the services provided by the Applicant would not be classified as the Goods Transport Agency services under SAC 996791, mentioned in the Annexure to the Notification No. 11/2017-C.T. (Rate), dated 28.06.2017 as amended by Notification No. 20/2017-C.T. (Rate), dated 22.08.2017.

(b) The Maharashtra Advance Ruling Authority has based their aforesaid ruling on the findings that the Applicant is not having transportation contract with the actual consignors/consignees, whereas M/s. Posco ISDC Pvt. Ltd. does have the transportation contract with the actual consignors/consignees. Attributing to this fact, where the goods are not directly received by the Appellant from the actual consignors/consignees, the Appellant cannot issue consignment note in this proposed transaction, which is an essential condition to act as a GTA. They further commented that, since in the proposed transaction, E-Way bills are issued by M/s. Posco ISDC Pvt. Ltd. only, and not by the Applicant, the actual transporter, in this case, would be M/s. Posco ISDC Pvt. Ltd., who are entitled to issue the consignment note in the capacity of transporter.

(c) As regards the question as to whether M/s. Posco ISDC Pvt. Ltd. would be eligible to avail the ITC of the GST charged by the Appellant at the rate of 12%, the Maharashtra Advance Ruling Authority held that the Appellant is not the proper person to ask this question as the question does not pertain to them.

(d) Further, as regards the question asked by the Appellant as to whether it is procedurally correct to have two GTAs issuing two consignment notes at the same time in the single goods transportation activities, the Maharashtra Advance Ruling Authority held that the said question is not covered under the set of the questions specified under section 97(2) of the CGST Act, 2017, in respect of which the



clarifications can be sought under the Advance Ruling, therefore, they do not have jurisdiction to pass any ruling in this matter.

8. Having gone through the above appeal, and the rulings of the Maharashtra Advance Ruling Authority (MAAR) on the questions raised by the Appellant, the moot issue, before us, is whether the Appellant can act as GTA in the subject transaction. To decide this issue, we would first explore the meaning of GTA under the CGST Act, 2017. The meaning of GTA has been provided under the explanation to the Heading 9967 of the Notification No. 11/2017-C.T. (Rate), dated 28.06.2017 amended by Notification No. 20/2017-C.T. (Rate), dated 22.08.2017, which is being reproduced herein under:

Explanation- *“goods transport agency” means any person who provides service in relation to transport of goods by road and issues consignment note, by whatever name called.*

Thus, on perusal of the aforementioned meaning of the GTA, it is clearly seen that issuance of the consignment note is an essential condition for any person to act as GTA. Now, we intend to explore the meaning of term “consignment note”. On perusal of the CGST Act, 2017, it is revealed that the term consignment note is not defined anywhere in the CGST Act, 2017. However, the mention of the same was made under the explanation to Rule 4B of the Service Tax Rules, 1994, which is being reproduced herein under:

Explanation.- *For the purposes of this rule and the second proviso to Rule 4A, “consignment note” means a document, issued by a goods transport agency against the receipt of goods for the purpose of transport of goods by road in a goods carriage, which is serially numbered, and contains the name of the consignor and consignee, registration number of the goods carriage in which the goods are transported, details of the goods transported, details of the place of origin and destination, person liable for paying service tax whether consignor, consignee or the goods transport agency.*

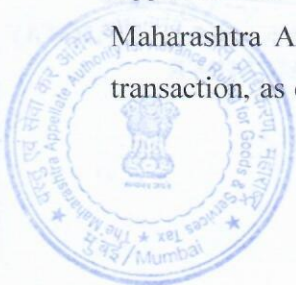


Even the dictionary meaning of the term consignment note is in conformity with the aforesaid meaning of the term consignment notes as provided under Rule 4B of erstwhile Service Tax Rules, 1994.

9. Now, on perusal of the aforesaid meaning of the term consignment note, it is conspicuous that the goods are received by the goods transport agency from either the consignor or the consignee of the goods, the details of which are mentioned in the consignment note along with the description of the goods being transported. In the subject case, the Appellant is not receiving goods directly from the consignor or consignee of the goods, but from M/s. Posco ISDC Pvt. Ltd., who themselves are acting as GTA, where they are receiving the goods from the consignor/consignee, and issuing the consignment notes in respect thereof. The Appellant is merely a Goods Transport operator here and not a GTA. Further, it has also been submitted by the Appellant that in this proposed arrangement, E-way bills, as required under the GST law for the movement of goods, are to be issued by M/s. Posco ISDC Pvt. Ltd., and not by the Appellant, which clearly shows that M/s. Posco ISDC Pvt. Ltd. is the actual transporter as construed under Rule 138 of the CGST Rules, 2017, which provides for the E-way bill mechanism. This rule clearly states that where the goods are handed over to the transporter for transportation by road, in such case, the transporter shall generate the E-way bill. Since, in the subject case, it is M/s. Posco ISDC Pvt. Ltd. who would be generating the E-way bill prior to the movement of goods by road, therefore, M/s. Posco ISDC Pvt. Ltd. would be the actual transporter. Now, once the identity of the transporter is revealed, which in the subject case is M/s. Posco ISDC Pvt. Ltd., the contention of the Appellant that they would also be acting as GTA in the proposed arrangement is not sustainable. In a single transaction of transportation of goods, as consignment note is an evidence of custody of goods taken from owner of the goods and the privity of contract exists between the owner of goods and the GTA, and thus, it is the GTA, which issues the consignment note. Now, coming to the activities carried out by the Appellant, it is observed that the Appellant is simply hiring out their transport vehicles to M/s. Posco ISDC Pvt. Ltd. for a consideration, hence, their services would be classified under the Heading 9966 of Notification No. 11/2017-C.T.(Rate), dated 28.06.2017, bearing the description "rental services of transport vehicles".



10. The Appellant has stated that the instant case is a case of bailment and sub- bailment under the Indian Contract Act, 1872. It is also stated that the appellant is a bailee and has lien over goods transported and he issues a Lorry receipt which is the same thing as a consignment note. The Appellant may be issuing a lorry receipt but as already discussed it does not conform to the description of a consignment note. It is M/s. Posco ISDC Pvt. Ltd which receives goods from the consignor and it is he who is issuing the consignment note and the appellant merely gives the lorry receipt to M/s. Posco ISDC Pvt. Ltd. and it is, however, M/s. Posco ISDC Pvt. Ltd who issues the consignment note to the owner. Also, the owner acknowledges the completion of the transportation services by signing/stamping the *consignment note issued by POSCO* as proof of receipt of goods transported. The draft agreement also shows that the insurance of goods /materials is taken by M/s. Posco ISDC Pvt. Ltd and in case of damage /loss, M/s. Posco ISDC Pvt. Ltd shall claim such damages. All this shows that it is M/s. Posco ISDC Pvt. Ltd which is acting as a Goods Transport Agency (GTA) in the contract and not the Appellant.
11. As regards the Appellant's contention wherein it has been argued that when the whole work is sub-contracted, the classification of the service cannot change, it is opined that the Appellant's contention is fallacious as it has been established above that the actual transporter in the subject case is M/s. Posco ISDC Pvt. Ltd, and not the Appellant, therefore, it would not be proper to say that the whole work in the subject case, which is transportation of the goods by road, acquired by M/s. Posco ISDC Pvt. Ltd. from their clients, have been sub-contracted to the Appellant. The Appellant is merely supporting M/s. Posco ISDC Pvt. Ltd. in their activity as the GTA by way of renting out their transport vehicle.
12. As regards the Appellant's contention that the Advance Ruling Order has imposed restrictions on them in doing business as the order passed by the Advance Ruling Authority does not permit them to charge 12% GST on the forward charge basis in terms of Notification No.20/2017-C.T.(Rate), dated 22.08.2017, it is observed that the ruling, passed by the MAAR, is in the context of the proposed arrangement propounded by the Appellant for the purpose of seeking Advance Ruling in the matter, where the Maharashtra AAR held that the activities carried out by the Appellant in the subject transaction, as discussed above, are not those of GTA. The Advance Ruling order does



not debar the Appellant from acting as GTA in other transactions, where they enter into transport contract with the consignor or consignee directly.

13. As regards the questions (iii) and (iv) asked by the Appellant, we concur with the Rulings passed by the MAAR, wherein the Authority held that the question (iii) raised by the Appellant, which is regarding the admissibility of ITC to M/s. Posco ISDC Pvt. Ltd., is not concerned with them, accordingly, it has been held by the MAAR that they are not the proper person to ask the said question.
14. As regards the question (iv), the MAAR has held that they do not have the jurisdiction to pass ruling on this question, as the said question, as to whether it is procedurally correct to have GTA issuing two consignment notes in the single transportation of the goods, is not covered under Section 97(2) of the CGST Act, 2017.
15. The Appellant has also referred to the order passed by the Uttarakhand AAR in the case of M/s.Uttarakhand Forest Development Corporation and the Rajasthan AAR in the case of M/s. K.M Trans Logistics Pvt Ltd. Firstly, it is important to note that the decisions of these authorities are not binding on us. Secondly, after going through the facts of these cases, we have concluded that they are materially different from the case in hand. In both cases the transactions decided are those between the main transporter and the client/party and the issue of sub-contractors is not at all before the authorities.
16. Thus, in view of the above discussions and findings, we pass the following order:

ORDER

17. **We, hereby, uphold the Advance Ruling Order No. GST-ARA-39/2019-20/B-24, dated 05.03.2020, passed by the Maharashtra Advance Ruling Authority in the Advance Ruling application filed by the Appellant. As such, the Appeal filed by the Appellant is dismissed.**

Sanjiv Kumar
(SANJEEV KUMAR) 17/9
MEMBER

Rakesh Kumar Sharma
17/9/2020
(RAKESH KUMAR SHARMA)
MEMBER

