RAJASTHAN AUTHORITY FOR ADVANCE RULING GOODS AND SERVICES TAX ROOM NO. 208, KAR BHAWAN, AMBEDKAR CIRCLE, BHAWANI SINGH ROAD, C-SCHEME JAIPUR – 302005 (RAJASTHAN)

सत्यमेव जयते

राष्ट्र कर बाजार

O/C

ADVANCE RULING NO. RAJ/AAR/2026-27/15

Mahipal Singh Additional Commissioner	:	Member (Central Tax)
Dr. Akhedan Charan Additional Commissioner	:	Member (State Tax)
Name and address of the applicant	:	M/s MAHESH TRANSPORT COMPANY, IN FRONT OF BUDHGIRI PATROL, VILLAGE KANWARPURA, KOTPUTLI JAIPUR, Rajasthan-303108
GSTIN of the applicant		08ABAFM4301M2ZC
Clause(s) of Section 97(2) of CGST/SGST Act, 2017, under which the question(s) raised	:	(b) Applicability of a notification issued under the provisions of the Act
Date of Personal Hearing	:	13.07.2026 & 30.07.2026
Present for the applicant	:	Mr. Ranjan Mehta Advo., Neha Sethi Advo., Vaidik Sharma Advo. (13.07.2026); Mr. Ranjan Mehta Advo., Gaurav Jangir Advo., Vaidik Sharma Advo. (30.07.2026)
Date of Ruling	:	07.08.2026

1. केंद्रीय वस्तु एवं सेवा कर अधिनियम, 2017 तथा राजस्थान वस्तु एवं सेवा कर अधिनियम, 2017 (जिन्हें आगे क्रमशः 'सीजीएसटी अधिनियम' एवं 'आरजीएसटी अधिनियम' कहा गया है) की धारा 102 के अनुसार, इस अग्रिम निर्णय में अभिलेख पर प्रत्यक्ष रूप से विद्यमान किसी त्रुटि के सुधार हेतु प्राधिकरण द्वारा संशोधन किया जा सकता है, यदि ऐसी त्रुटि आदेश की तिथि से छह माह की अवधि के भीतर स्वयं प्राधिकरण के संज्ञान में आए अथवा आवेदक, संबंधित अधिकारी अथवा क्षेत्राधिकार अधिकारी द्वारा उसके संज्ञान में लाई जाए। तथापि ऐसा कोई संशोधन, जिससे कर देयता में वृद्धि हो अथवा अनुमन्य इनपुट टैक्स क्रेडिट में कमी हो, आवेदक/अपीलकर्ता को सुनवाई का अवसर प्रदान किए बिना नहीं किया जाएगा।

1. In terms of Section 102 of the Central Goods and Services Tax Act, 2017 and the Rajasthan Goods and Services Tax Act, 2017 (hereinafter referred to as the CGST Act and the RGST Act respectively), this Advance Ruling may be amended by the Authority for Advance Ruling so as to rectify any error apparent on the face of the record, if such error is noticed by the Authority on its own motion or is brought to its notice by the applicant or the concerned officer or the jurisdictional officer within a period of six months from the date of the order. Provided that no rectification which has the effect of enhancing the tax liability or reducing the amount of admissible input tax credit shall be made unless the applicant or the appellant has been given an opportunity of being heard.

2. सीजीएसटी अधिनियम, 2017 एवं आरजीएसटी अधिनियम, 2017 की धारा 103(1) के अनुसार, अध्याय XVII के अंतर्गत दिया गया यह अग्रिम निर्णय केवल निम्नलिखित पर बाध्यकारी होगा: (क) उस आवेदक पर जिसने अधिनियम की धारा 97(2) में उल्लिखित विषय के संबंध में अग्रिम निर्णय प्राप्त किया है; तथा (ख) उक्त आवेदक के संबंध में संबंधित अधिकारी अथवा क्षेत्राधिकार अधिकारी पर।

2. Under Section 103(1) of the CGST Act, 2017 and the RGST Act, 2017, this Advance Ruling pronounced under Chapter XVII of the Acts shall be binding only: (a) on the applicant who had sought it in respect of any matter referred to in Section 97(2) of the Acts; and (b) on the concerned officer or the jurisdictional officer in respect of the applicant.

3. सीजीएसटी अधिनियम, 2017 एवं आरजीएसटी अधिनियम, 2017 की धारा 103(2) के अनुसार, यह अग्रिम निर्णय तब तक बाध्यकारी रहेगा जब तक कि उस निर्णय के आधारभूत विधिक प्रावधान, तथ्य अथवा परिस्थितियों में कोई परिवर्तन न हो जाए।

3. In terms of Section 103(2) of the CGST Act, 2017 and the RGST Act, 2017, this Advance Ruling shall be binding unless the law, facts or circumstances supporting the original ruling have changed.

4. सीजीएसटी अधिनियम, 2017 एवं आरजीएसटी अधिनियम, 2017 की धारा 104(1) के अनुसार, यदि प्राधिकरण यह पाता है कि आवेदक ने धोखाधड़ी, महत्वपूर्ण तथ्यों के दमन अथवा तथ्यों के मिथ्या प्रतिपादन द्वारा यह अग्रिम निर्णय प्राप्त किया है, तो वह आदेश द्वारा ऐसे निर्णय को प्रारंभ से ही शून्य (Void ab initio) घोषित कर सकता है और ऐसी स्थिति में अधिनियमों तथा उनके अधीन बनाए गए नियमों के सभी प्रावधान आवेदक पर ऐसे लागू होंगे मानो यह अग्रिम निर्णय कभी दिया ही नहीं गया हो।

4. Under Section 104(1) of the CGST Act, 2017 and the RGST Act, 2017, where the Authority finds that the Advance Ruling has been obtained by the applicant by fraud or suppression of material facts or misrepresentation of facts, it may, by order, declare such ruling to be void ab initio and thereupon all the provisions of the Acts or the Rules made thereunder shall apply to the applicant as if such Advance Ruling had never been made.

5. इस अग्रिम निर्णय के विरुद्ध अपील, सीजीएसटी अधिनियम, 2017 एवं आरजीएसटी अधिनियम, 2017 की धारा 100 के अंतर्गत राजस्थान अपीलीय अग्रिम निर्णय प्राधिकरण (Appellate Authority for Advance Ruling, Rajasthan) के समक्ष प्रस्तुत की जाएगी। ऐसी अपील निर्णय की सूचना आवेदक, संबंधित अधिकारी अथवा क्षेत्राधिकार अधिकारी को प्राप्त होने की तिथि से तीस दिनों के भीतर प्रस्तुत की जानी होगी। यदि अपीलीय प्राधिकरण यह संतुष्ट हो कि अपीलकर्ता पर्याप्त कारणों से उक्त अवधि के भीतर अपील प्रस्तुत नहीं कर सका, तो वह अधिकतम अतिरिक्त तीस दिनों की अवधि तक विलंब को क्षम्य करते हुए अपील स्वीकार कर सकता है।

5. Any appeal against this Advance Ruling shall lie before the Appellate Authority for Advance Ruling, Rajasthan, in terms of Section 100 of the CGST Act, 2017 and the RGST Act, 2017. Such appeal shall be filed within **thirty days** from the date on which the ruling is communicated to the applicant, the concerned officer or the jurisdictional officer, as the case may be. The Appellate Authority may, if satisfied that the appellant was prevented by sufficient cause from presenting the appeal within the said period of thirty days, allow it to be presented within a further period not exceeding **thirty days**.

The issue raised by M/s MAHESH TRANSPORT COMPANY, IN FRONT OF BUDHGIRI PATROL, VILLAGE KANWARPURA, KOTPUTLI JAIPUR, Rajasthan-303108, (hereinafter *"the applicant"*) is fit to pronounce advance ruling as they have deposited prescribed Fee under CGST Act and it falls under the ambit of the Section 97(2) given as under:

(b) Applicability of a notification issued under the provisions of the Act

A. <u>SUBMISSION OF THE APPLICANT (in brief):-</u>

Brief facts of the case:

1. That the Applicant is a goods transport agency engaged in the business of transportation of goods by road and provides such services in relation to the transportation of goods in the ordinary course of business to various recipients across multiple States in India. In the course of providing such services, the Applicant issues consignment notes to its clients in respect of every consignment so transported.
2. That, in furtherance of its business activities, the Applicant has entered into a written agreement with M/s Mahesh Transport Gujrat (GSTIN: 24AIMPG0917C1ZS), a proprietorship concern duly registered under the CGST Act, 2017 and having its principal place of business in the State of Gujarat. Pursuant to the said agreement, the Applicant intends to undertake transportation of coal by road from the State of Gujarat to the State of Rajasthan and vice versa, on the terms and conditions set out therein. The said agreement contains detailed stipulations governing the pricing, scope of work, responsibilities of the parties, logistics arrangements and other commercial terms, and a true copy thereof is annexed hereto and marked as ANNEXURE-1.
3. That M/s Mahesh Transport Gujrat (GSTIN: 24AIMPG0917C1ZS) has, in turn, entered into and/or proposes to enter into arrangements with M/s UltraTech Cement Limited and/or its group entities for the supply of coal logistics and transportation services to the cement plants of the said entities situated in the State of Rajasthan. The Applicant, in the course of providing the aforementioned services, issues consignment notes in respect of each consignment of coal undertaken for transportation.
4. That, in view of the aforesaid business and the manner in which the Applicant's services are rendered, the Applicant is entertaining a bona fide doubt as to
   i. Whether the services in relation to the transportation of goods supplied to M/s Mahesh Transport, Gujarat (GSTIN: 24AIMPG0917C1ZS) by the Applicant, being a Goods Transport Agency, are exempt in terms of Notification No. 12/2017 – Central Tax (Rate) dated 28.06.2017?
   ii. If no, whether the services in relation of transportation of goods to be provided by the Applicant are taxable as per Notification No. 11/2017 – Central Tax (Rate) dated 28.06.2017.
5. That, in order to obtain certainty in the matter and to ensure due compliance with the provisions of the CGST Act, 2017, the RGST Act, 2017 and the Integrated Goods

and Services Tax Act, 2017, the Applicant is constrained to approach this Hon'ble Authority for an Advance Ruling under Section 97 of the CGST Act, 2017 read with Rule 104 of the CGST Rules, 2017.

B. INTERPRETATION AND UNDERSTANDING OF APPLICANT ON QUESTION RAISED (IN BRIEF)

1. That the expression "Goods Transport Agency" has been defined under clause (ze) of paragraph 2 of Notification No. 12/2017-Central Tax (Rate) dated 28.06.2017 in the following terms:

   "'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."

2. That a plain reading of the aforesaid definition makes it abundantly clear that, in order to qualify as a Goods Transport Agency, the following conditions must be cumulatively satisfied that is, firstly, the person must provide service in **relation to transportation of goods** by road and secondly, such person must issue a consignment note, by whatever name called, in respect of each consignment so transported. The issuance of a consignment note is, therefore, the sine qua non for a person to be classified as a Goods Transport Agency and thus the Applicant is a Goods Transport Agency.

3. That, the Applicant places reliance on the matter of **Gunesh Logistics Vs. Commissioner of C.Ex. & Service Tax, Jaipur-I [MANU/CE/0514/2019], CESTAT Principal Bench, Delhi** held that:

   "24. Under Rule 4B of the Service Tax Rules, 1994 a consignment note is a document issued by a GTA reflecting the name of the cosigner and consignee, registration number of the goods carried in which the goods are transported, details of the goods transported, details of the place of origin and the destination and the person liable for paying the service tax. The consignment notes issued to by the Applicant which are contained from the pages 112 to 130 of the appeal paper book contain all the particulars as mentioned in Rule 4B and the issuance of the consignment note has not been disputed in the show cause notice. 25. It would be seen from that pre-negative list period prior to 1 July, 2012 that the following two conditions have to be satisfied for a service to fall within the purview of GTA service :(i) There should be transportation of goods by road; and (ii) Issuance of consignment note by GTA for the post-negative list period from 1 July, 2012 to 31 March, 2013. 26. The following conditions have to be satisfied pre-negative list for a service to qualify as a GTA service :

   (i) There should be an activity in relation to transport of goods by road;

   (ii) Issuance of consignment note by the GTA;

   (iii) Activity is performed by a GTA for another; and

   (iv) Activity is performed for consideration.

   27. It cannot be doubted that the first condition with regard to both pre-negative list and the post-negative list is satisfied since RMC has been transported by the Applicant using transit mixers of the Applicant by road. The second

condition relating to issuance of consignment note by GTA in the pre-negative list period and the post-negative list period is also satisfied as the Applicant had issued the consignment notes. The third condition in the post-negative list period is that the activity should be performed by the GTA for another. It cannot be doubted that the Applicant has undertaken the transportation of RMC for the mine owners. The fourth condition of the post-negative period is that the activity should performed for a consideration. It cannot also be doubted that the Applicant is receiving consideration from the service recipient as is clear from the invoices raised by the Applicant to the service recipient.

Thus, the Applicant has been rendering GTA service by transporting RMC from one place to another as per the directions of the service recipient. The finding to the contrary recorded in the impugned order by the Commissioner that the Applicant was not performing GTA service but was performing STG service cannot be sustained."

That, from a plain reading of the above judgement it can be inferred that to qualify as GTA service, each of the aforesaid conditions in the judgment, stands fully satisfied in the facts of the present case.

4. That further Notification No. 12/2017-Central Tax (Rate) dated 28.06.2017, exempts certain intra-State supplies of services from the whole of the central tax leviable thereon. That, in particular, Serial No. 18 of the Schedule appended to the said Notification, falling under Heading 9965, exempts "Services by way of transportation of goods— (a) by road except the services of— (i) a goods transport agency; (ii) a courier agency; (b) by inland waterways." On a careful and harmonious perusal of Serial No. 18 of Notification No. 12/2017-Central Tax (Rate), the following legal position emerges with unambiguous clarity that, the exemption is available in respect of services by way of transportation of goods by road, however, the exemption is conspicuously and explicitly subject to a carve-out, in that the services of a ***Goods Transport Agency*** and the services of a courier agency are expressly excluded from the ambit of the said exemption. The consequence of such carve-out is that any person who is a Goods Transport Agency providing services of transportation of goods by road is wholly outside the scope of the exemption granted under Serial No. 18 of the said Notification, and is, accordingly, liable to discharge tax on such services.

   A Copy of the Notification No. 12/2017-Central Tax (Rate) dated 28.06.2017, is submitted herewith and marked as ANNEXURE-2 for your kind perusal and record.

5. That, as has been demonstrated in detail above, the Applicant indisputably qualifies as a Goods Transport Agency within the meaning of clause (ze) of paragraph 2 of Notification No. 12/2017-Central Tax (Rate) dated 28.06.2017. The Applicant's services of transportation of coal by road are, therefore, ousted from the exemption envisaged under Serial No. 18 of the said Notification. Consequently, the Applicant's services are not exempt from the levy of tax and thus are taxable.

6. Additionally, Notification No. 11/2017-Central Tax (Rate) dated 28.06.2017 prescribes the rates of tax on the intra-State supply of services the same was amended by Notification No. 15/2025-Central Tax (Rate). Heading 9965 of the said Schedule pertains to "Goods Transport Services". The said heading covers, inter alia, services by way of transportation of goods by road, by rail, by air, by vessel,

etc. Within the said heading, Serial No. 9(iii) specifically deals with "Services of goods transport agency (GTA) in relation to transportation of goods (including used household goods for personal use)". That a Goods Transport Agency by making a declaration under Annexure-V appended to Notification No. 11/2017 Central Tax (Rate) has the option to either pay tax under forward charge at rate of 18% with input tax credit or pay tax under reverse charge at the rate of 5% without input tax credit. That the applicant has exercised the option to pay tax at the rate of 18% under forward charge for the F.Y. 2026-27.

A copy of the Notification No. 11/2017-Central Tax (Rate) along with 15/2025-Central Tax (Rate) and a copy of Annexure-V for the F.Y. 2026-27 as prescribed under Notification No. 11/2017 Central Tax (Rate) have also been submitted by the applicant.

C. QUESTIONS ON WHICH THE ADVANCE RULING IS SOUGHT:

Q1) Whether the services in relation to the transportation of goods supplied to M/s Mahesh Transport, Gujarat (GSTIN: 24AIMPG0917C1ZS) by the Applicant, being a Goods Transport Agency, are either exempt in terms of Notification No. 12/2017 – Central Tax (Rate) dated 28.06.2017 or taxable as per Notification No. 11/2017 – Central Tax (Rate) dated 28.06.2017.

D. COMMENTS OF THE JURISDICTIONAL OFFICER: -

Comments received from the Office of Deputy Commissioner, State Tax, Circle-**SHAHPURA**, ZONE- JAIPUR-1st, **SHAHPURA**, Rajasthan vide letter Sr.No. 21, dated 01.07.2026 are as under:

- M/s Mahesh Transport Company ("the Applicant") is a partnership firm duly registered under the provisions of the Central Goods and Services Tax Act, 2017 ("CGST Act") read with the Rajasthan Goods and Services Tax Act, 2017 ("RGST Act"), bearing GSTIN: 08ABAFM4301M2ZC. The Applicant is engaged in the business of transportation of goods by road as a Goods Transport Agency (GTA) and, in the ordinary course of its business, issues consignment notes in respect of each consignment transported.

- In the course of its business, the Applicant has entered into an agreement with M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5), a proprietorship concern registered under the CGST Act, 2017 and having its principal place of business in the State of Gujarat. Under the said agreement, the Applicant undertakes transportation of coal by road from the State of Gujarat to various destinations in the State of Rajasthan and vice versa. The terms of the agreement, inter alia, govern the scope of work, responsibilities of the parties, logistics arrangements and commercial considerations. A true copy of the agreement is annexed with the application as ANNEXURE–1.

- M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5) has entered into and/or proposes to enter into contractual arrangements with various cement manufacturers for providing integrated logistics and transportation services. In furtherance thereof, the Applicant is engaged by M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5) for undertaking the transportation of coal by road. The Applicant independently performs the transportation services and desirous to issues consignment notes for each consignment transported, thereby acting as a Goods Transport Agency in accordance with the provisions of the GST law.

• In the above factual and legal background, the Applicant seeking an Advance Ruling under Section 97 of the CGST/RGST Act, 2017 on the following questions:

(i) Whether the transportation services provided by the Applicant (M/s Mahesh Transport Company GSTIN: 08ABAFM4301M2ZC) , being a Goods Transport Agency, to M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5), another Goods Transport Agency, for transportation of coal by road, are exempt from GST under the provisions of Notification No. 12/2017–Central Tax (Rate) dated 28.06.2017, as amended.

(ii) If the aforesaid services are not eligible for exemption, whether such services are liable to GST under Notification No. 11/2017–Central Tax (Rate) dated 28.06.2017, as amended, and if so, the applicable rate of tax and the person liable to discharge the tax.

Commentary on the Actual Nature of the Transaction

The true nature of the transaction is that the Applicant, M/s Mahesh Transport Company (GSTIN: 08ABAFM4301M2ZC), is engaged by M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5) for undertaking a distinct and independent leg of transportation of coal by road. Although M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5) has entered into contracts with the ultimate recipients of the logistics services, the Applicant is independently entrusted with the execution of the transportation activity between specified origins and destinations.

For every consignment transported, the Applicant M/s Mahesh Transport Company (GSTIN: 08ABAFM4301M2ZC) undertakes the transportation in its own name, assumes responsibility for the safe delivery of the goods during transit, and issues consignment notes in accordance with the provisions of the GST law. Accordingly, the Applicant provides transportation services in the capacity of a Goods Transport Agency (GTA) and not as an employee, branch office, subcontracting establishment, or intermediary of M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)

The consideration payable to the Applicant is solely for the transportation services rendered by it, and there is no sharing of revenue, joint venture arrangement, or principal-agent relationship between the parties. Each entity is separately registered under the GST law, maintains independent books of account, raises invoices in its own name, and discharges its respective contractual obligations independently. Thus, the substance of the transaction is the supply of GTA services by one registered Goods Transport Agency to another registered Goods Transport Agency, wherein the recipient further utilizes such services in the course of providing integrated logistics/transportation services to its own customers. The present transaction, therefore, constitutes an independent supply of transportation services between two distinct taxable persons registered under the GST law as per the furnished agreement.

LEGAL COMMENTARY ON THE CONCEPT OF GOODS TRANSPORT AGENCY (GTA), CONSIGNMENT NOTE AND THE NATURE OF GTA SERVICES UNDER GST

Statutory Definition of Goods Transport Agency (GTA)

The expression "Goods Transport Agency" (GTA) is not defined under the CGST Act, 2017. It has been specifically defined under Paragraph 2(ze) of Notification No. 12/2017- Central Tax (Rate) dated 28.06.2017, which reads as follows:

"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.

The above definition contains two indispensable statutory conditions, both of which are mandatory:

1. the supplier must provide services in relation to transportation of goods by road; and
2. the supplier must issue a consignment note in respect of such transportation.

Unless both conditions coexist, the supplier cannot be regarded as a Goods Transport Agency for the purposes of GST.

I. Legislative Intent Behind the Definition

The Legislature has consciously distinguished between—

- an ordinary transporter or truck owner; and
- a Goods Transport Agency.

Every transporter carrying goods by road does not become a GTA merely because transportation is undertaken. A transporter becomes a GTA only when he assumes the legal responsibility of transportation by issuing a **consignment note**, thereby accepting custody and responsibility of the goods during transit. The CBIC has also clarified that issuance of a consignment note is the **sine qua non** for treating a supplier as a Goods Transport Agency. Individual truck operators or transporters who merely provide vehicles without issuing a consignment note do not qualify as GTAs and their services remain outside the ambit of GTA services.

II. Meaning and Legal Significance of Consignment Note

The CGST Act and the relevant Notifications do not define the expression **"Consignment Note."**

However, Rule 54(3) of the CGST Rules, 2017 prescribes the particulars to be contained in a consignment note, and judicial as well as departmental authorities have consistently relied upon the Explanation to Rule 4B of the Service Tax Rules, 1994 for understanding its legal character. A consignment note is a document issued by a Goods Transport Agency against receipt of goods from the supplier or his/her agent or any other person on behalf of him for transportation by road and ordinarily contains—

- serial number;
- date;
- name of consignor;
- name of consignee;
- registration number of the goods carriage;
- description of goods;
- quantity/weight of goods;
- place of origin;
- place of destination; and
- GSTIN/person liable to pay GST.

These particulars establish the identity of the goods, the contracting parties and the transporter responsible for the movement of goods.

III. Legal Effect of Issuance of Consignment Note The issuance of a consignment note is not merely procedural. It creates legal consequences.
Upon issuance of the consignment note—

- possession of the goods stands entrusted to the transporter;
- the transporter assumes responsibility for safe delivery;
- the transporter acquires a lien over the goods during transit;
- the transportation becomes an agency service rather than mere hiring of vehicles.

The significance of issuance of a consignment note has been recognized by the Chhattisgarh High Court, which observed that the issuance of a consignment note indicates that the transporter assumes responsibility for the goods till safe delivery and therefore performs the functions of a Goods Transport Agency.

IV. Distinction between GTA and Mere Hiring of Vehicles
There exists a clear legal distinction between—

(A) Hiring of Trucks
Where the supplier merely provides trucks or vehicles on hire and the customer retains possession and responsibility of the goods.

In such cases—

- no consignment note is issued;
- transporter does not assume custody;
- transporter merely rents vehicles;
- service is not GTA service.

(B) Goods Transport Agency
Where the transporter—

- accepts goods for transportation;
- issues consignment note;
- undertakes delivery;
- remains responsible during transit.

Such supplier qualifies as a Goods Transport Agency.

Therefore, issuance of consignment note is the decisive factor distinguishing GTA from an ordinary transporter.

LEGAL COMMENTARY ON THE IMPERMISSIBILITY OF ISSUANCE OF PARALLEL CONSIGNMENT NOTES BY TWO GOODS TRANSPORT AGENCIES

I. Nature and Legal Character of a Consignment Note

The statutory recognition accorded to a **Goods Transport Agency ("GTA")** under Paragraph 2(ze) of Notification No. 12/2017-Central Tax (Rate) is founded upon the issuance of a **consignment note**. The issuance of a consignment note is not merely a procedural requirement but constitutes the legal acknowledgment by the transporter that it has accepted custody of the goods for transportation and has assumed complete responsibility for their safe carriage and delivery. A consignment note, therefore, is evidence of a **single and indivisible contract of carriage** between the transporter and the person entrusting the goods for transportation.

II. Responsibility for Transportation Cannot be Divided

The legal consequence of issuing a consignment note is that the transporter assumes exclusive responsibility for the goods from the time they are accepted until their delivery to the consignee.

The transporter issuing the consignment note becomes responsible for—

- acceptance of goods;
- custody during transit;
- safe transportation;
- delivery to the consignee; and
- liability arising out of loss, damage or delay during carriage.

These obligations are incapable of being simultaneously undertaken by two independent Goods Transport Agencies in respect of the **same transportation contract**.

III. Parallel Consignment Notes Create Dual Responsibility

If one Goods Transport Agency issues a consignment note to another Goods Transport Agency in respect of the same movement of goods, the inevitable consequence would be the existence of **two independent contracts of carriage** covering the same consignment.

Such an arrangement would result in:

- two transporters simultaneously claiming legal custody over the same goods;
- overlapping contractual liabilities;
- uncertainty regarding responsibility for loss or damage;
- conflicting rights of lien over the goods;
- ambiguity regarding the person legally responsible for delivery.

Commercial law does not contemplate simultaneous assumption of carriage obligations by two different carriers under separate consignment notes relating to the same movement of goods.

IV. Consignment Note Represents Transfer of Possession

The very purpose of a consignment note is to evidence that possession and responsibility of the goods have been transferred by the consignor to the transporter. Once possession has been accepted under a duly issued consignment note, another transporter cannot independently issue a second consignment note covering the same transportation unless the first contract of carriage has terminated and a fresh contract of carriage commences. Accordingly, the issuance of multiple consignment notes by different GTAs for one uninterrupted movement of goods is inconsistent with the legal character of a consignment note.

V. Rule 54(3) Contemplates One Transporter for One Contract of Carriage

Rule 54(3) of the CGST Rules, 2017 prescribes the particulars to be contained in a consignment note, including—

- name of consignor;
- name of consignee;
- registration number of the goods carriage;
- place of origin;
- place of destination;
- person liable to pay GST.

The statutory framework proceeds on the assumption that the consignment note records one identifiable contract of carriage undertaken by one Goods Transport Agency. The Rule does not envisage multiple GTAs independently issuing consignment notes in respect of the same transportation assignment.

VI. Commercial Practice in the Logistics Industry

Where one logistics contractor engages another transporter for execution of transportation, the actual transporter ordinarily performs transportation under the principal carrier's transportation contract.

The subcontracted transporter may issue freight bills to the principal transporter; however, the transportation of the goods continues to remain covered by the original consignment note issued under the principal contract.

If every subcontracting transporter were permitted to issue an independent consignment note, the same consignment would become subject to multiple contracts of carriage, which would defeat the very object of maintaining certainty regarding responsibility for the goods in transit.

VII. Harmonious Interpretation of the GTA Provisions

The statutory definition of Goods Transport Agency and Rule 54(3) must be interpreted harmoniously with the law governing contracts of carriage.

The object of requiring issuance of a consignment note is to identify the transporter who has accepted legal responsibility for transportation. Permitting multiple Goods Transport Agencies to issue separate consignment notes for the same movement would frustrate this objective by making it impossible to identify the transporter legally responsible for the consignment at any given point of time. Therefore, the expression "issues consignment note" necessarily contemplates the issuance of **one operative consignment note** evidencing one contract of carriage for one continuous transportation assignment.

VIII. Consequence in the Present Case

In the present arrangement, if **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)** has already accepted the goods for transportation and issued a consignment note in respect of the movement of coal, the Applicant cannot simultaneously issue another consignment note covering the same uninterrupted movement. Such duplication would create two parallel contracts of carriage, two transporters simultaneously assuming responsibility for the same goods, and two independent legal liabilities arising from one transportation assignment. The GST law does not expressly authorise such dual assumption of responsibility, nor does Rule 54(3) contemplate the existence of parallel consignment notes for one continuous movement of goods. Accordingly, where transportation is undertaken pursuant to a single contract of carriage, only the Goods Transport Agency which assumes legal responsibility for the transportation and issues the operative consignment note should be regarded as the Goods Transport Agency in relation to that transportation.

IV. ACTUAL NATURE OF THE TRANSACTION BETWEEN THE APPLICANT AND M/S MAHESH TRANSPORT GUJARAT

A. Substance of the Arrangement

The Applicant respectfully submits that the transaction between the Applicant and **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)** is required to be examined on the basis of its true commercial substance and not merely by the description employed in the agreement. Although the Applicant owns and operates a fleet of goods vehicles, under the present arrangement the Applicant **does not independently undertake the transportation of goods as a Goods Transport Agency**. Rather, the Applicant merely places its trucks, together with drivers wherever required, at the disposal of **M/s Mahesh Transport Gujarat** for execution of the transportation contracts entered into by the latter with its customers. The transportation contract with the consignor/customer remains exclusively between **M/s Mahesh Transport Gujarat** and its client. The Applicant has no privity of contract with the consignor, consignee or the owner of the goods.

B. Legal Responsibility for Transportation

The essential characteristic of a Goods Transport Agency is that it accepts goods for carriage and assumes legal responsibility for their safe transportation by issuing a consignment note. In the present case, the Applicant does not assume such responsibility.

The responsibility for acceptance of goods, issuance of the consignment note, custody during transit and delivery to the consignee remains exclusively with **M/s Mahesh Transport Gujarat**, which has entered into the transportation contract with the customer. The Applicant merely makes its transport vehicles available for execution of the transportation assignment under the supervision and control of M/s Mahesh Transport Gujarat.

C. Only One Consignment Note Can Exist for One Contract of Carriage

A consignment note is not merely a transport document; it is the legal evidence of a contract of carriage and signifies that the transporter issuing it has accepted responsibility for the goods during transit. Consequently, there can be only **one operative consignment note** governing one continuous contract of carriage.

If both the Applicant and M/s Mahesh Transport Gujarat were permitted to issue separate consignment notes in respect of the same consignment of goods, the following legal anomalies would arise:

- two independent transporters would simultaneously claim custody over the same goods;
- two separate contracts of carriage would exist for the same movement of goods;
- liability for loss, shortage, damage or delay would become uncertain;
- both transporters would simultaneously assume contractual responsibility for one and the same consignment;
- competing rights and obligations would arise with respect to delivery of the goods.

Such a position is contrary to the legal character of a consignment note and defeats its very purpose.

D. Consignment Note Determines the Goods Transport Agency

Under Paragraph 2(ze) of Notification No. 12/2017-Central Tax (Rate), a person qualifies as a Goods Transport Agency only when it provides transportation of goods by road **and issues a consignment note**. The issuance of the consignment note is therefore the decisive statutory event by which responsibility for transportation is assumed. Since the consignment note in the present case is issued only by **M/s Mahesh Transport Gujarat**, it is that entity which assumes contractual responsibility towards the consignor and consignee and performs the functions of the Goods Transport Agency. The Applicant, on the other hand, merely provides transport vehicles for execution of the transportation work and does not independently contract with the owner of the goods.

E. Applicant Does Not Render Independent GTA Services

The Applicant neither:

- accepts goods from the consignor;
- contracts with the owner of the goods;
- undertakes delivery to the consignee in its own right; nor
- issues any consignment note.

Accordingly, the Applicant cannot be regarded as independently supplying Goods Transport Agency services in relation to the said transportation.

The Applicant merely provides transportation capacity in the form of trucks to **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)**, which remains solely responsible for the transportation contract.

F. Principle Against Parallel Consignment Notes

The statutory framework governing Goods Transport Agencies proceeds on the basis that one transportation contract is evidenced by one consignment note issued by the transporter who assumes legal responsibility for the goods.

The GST law nowhere contemplates the existence of two parallel consignment notes issued by two different Goods Transport Agencies in respect of one uninterrupted movement of goods. Permitting multiple consignment notes for the same transportation would result in multiple carriers simultaneously assuming identical legal obligations for the same consignment, rendering the statutory requirement of issuance of a consignment note meaningless.

Therefore, where **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)** has already accepted the goods for transportation and issued the consignment note, the Applicant cannot simultaneously issue another consignment note for the same movement of goods.

Conclusion

In the present arrangement, the Applicant merely provides its trucks for execution of transportation undertaken by **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)**. The Applicant neither enters into a contract of carriage with the owner of the goods nor assumes legal responsibility for the goods by issuing a consignment note. Since only one valid consignment note can govern one continuous contract of carriage, the responsibility for transportation vests exclusively with **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)**, which alone qualifies as the Goods Transport Agency in respect of the impugned transaction. The Applicant's role is confined to making available transport vehicles for execution of the transportation work and does not constitute an independent supply of GTA services.

LEGAL SUBMISSIONS ON APPLICABILITY OF EXEMPTION UNDER ENTRY NO. 22(b) OF NOTIFICATION NO. 12/2017-CENTRAL TAX (RATE) DATED 28.06.2017

I. Issue for Determination

The issue arising for consideration is whether the services supplied by the Applicant to **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)** are liable to GST or are exempt under **Entry No. 22(b) of Notification No. 12/2017-Central Tax (Rate) dated 28.06.2017**, which exempts:

"Services by way of giving on hire—

(b) to a Goods Transport Agency, a means of transportation of goods."

The determination of the issue depends upon the **true nature and substance of the transaction** and not merely upon the terminology adopted in the agreement between the parties.

II. Nature of the Services Actually Supplied

The material placed on record establishes that **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)** has entered into transportation arrangements with various customers for movement of coal by road. It is M/s Mahesh Transport Gujarat which undertakes the transportation obligations towards such customers. The Applicant has not produced any independent transportation agreements entered into with the consignors or consignees of the goods. No material has been produced to demonstrate that the Applicant independently contracts with the owners of the goods, assumes responsibility for safe carriage or undertakes delivery in its own right. On the contrary, the available records indicate that the Applicant merely makes available its transport vehicles for execution of transportation assignments undertaken by M/s Mahesh Transport Gujarat.

III. Absence of Independent GTA Activity

Although the agreement seeks to describe the Applicant as a Goods Transport Agency, the agreement itself cannot determine the classification of services under the GST law. The statutory definition of Goods Transport Agency under Paragraph 2(ze) of Notification No. 12/2017-Central Tax (Rate) requires a person to undertake transportation of goods by road and issue a consignment note.

The Applicant has failed to establish by documentary evidence that it independently undertakes transportation contracts with customers or issues operative consignment notes in relation thereto.

Moreover, the agreements entered into between M/s Mahesh Transport Gujarat and the ultimate customers have not been produced. Consequently, there is no evidence to show that the Applicant assumes contractual responsibility towards the owners of the goods.

IV. Only One Operative Consignment Note Can Govern One Contract of Carriage

A consignment note evidences acceptance of goods for carriage and the assumption of legal responsibility by the transporter. If both the Applicant and M/s Mahesh Transport Gujarat are treated as issuing independent consignment notes for the same uninterrupted movement of goods, two independent contracts of carriage would simultaneously exist in respect of the same consignment.

Such a position would create uncertainty regarding:

- responsibility for transportation;
- liability for loss or damage;
- contractual obligations towards the consignor and consignee;
- legal custody of the goods during transit.

Neither the CGST Act nor the CGST Rules contemplate parallel assumption of responsibility by two Goods Transport Agencies for the same transportation contract. Therefore, once M/s Mahesh Transport Gujarat undertakes transportation under its contract with the customer and issues the operative consignment note, the Applicant cannot simultaneously be regarded as rendering an independent GTA service in respect of the same movement.

V. Actual Character of the Applicant's Supply

The Applicant's role is confined to providing its transport vehicles for execution of transportation undertaken by **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)**. The Applicant neither contracts with the owner of the goods nor independently undertakes the transportation assignment.

The consideration received by the Applicant is, in substance, for making available transport vehicles to **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5).** Accordingly, the dominant nature of the supply is **giving on hire a means of transportation of goods**.

VI. Applicability of Entry No. 22(b)

Entry No. 22(b) of Notification No. 12/2017-Central Tax (Rate) exempts:

Services by way of giving on hire to a Goods Transport Agency, a means of transportation of goods.

For claiming the exemption, the following conditions are satisfied:

(i) The Applicant provides a **means of transportation of goods**, namely goods carriages/trucks.

(ii) The trucks are supplied **on hire**, (NOTABLY TERMED AS GTA IN AGREEMENT)

(iii) The recipient of the service is **M/s Mahesh Transport Gujarat**, which is a registered Goods Transport Agency.

(iv) The hired vehicles are utilised by the recipient **M/s Mahesh Transport Gujarat**, for transportation of goods in the course of its GTA business.

Accordingly, the transaction squarely falls within the scope of Entry No. 22(b).

VII. Principle of Classification Based on Substance

Under GST, classification of a supply is determined on the basis of its real commercial character. Merely describing a transaction as a GTA service in a private agreement cannot alter its true legal character. Where the supplier merely places transport vehicles at the disposal of another Goods Transport Agency and the transportation contract continues to remain with the recipient GTA, the supply is appropriately classifiable as **giving on hire a means of transportation of goods**.

Such services are specifically recognised and exempted under Entry No. 22(b).

VIII. Conclusion

Upon a holistic consideration of the agreements, the statutory provisions and the documentary evidence available on record, it is evident that the Applicant is **not independently rendering Goods Transport Agency services** to M/s Mahesh Transport Gujarat. The Applicant merely provides its goods carriages on hire to M/s Mahesh Transport Gujarat, which alone undertakes the transportation contracts with its customers and assumes legal responsibility for the movement of goods. The Applicant's supply is therefore correctly classifiable as **"services by way of giving on hire to a Goods Transport Agency, a means of transportation of goods"** falling under **SAC 9966**, covered by **Entry No. 22(b) of Notification No. 12/2017-Central Tax (Rate) dated 28.06.2017**, as amended.

Accordingly, the services supplied by the Applicant to **M/s Mahesh Transport Gujarat (GSTIN: 24AAMFG0917C1Z5)** are **wholly exempt from Goods and Services Tax**, and no GST is payable on the consideration received for such services.

Commentary on first proviso to sub-section (2) of Section 98 of the CGST/RGST Act, 2017

On verification of the records available in this office, it is observed that **no proceedings in respect of the questions raised in the present application are pending or have been decided** in the case of the Applicant under any of the provisions of the **CGST Act, 2017** or the **RGST Act, 2017**. Accordingly, the bar contained in the **first proviso to sub-section (2) of Section 98 of the CGST/RGST Act, 2017** does not appear to be attracted, and the present application is **maintainable** for consideration by the Hon'ble Authority for Advance Ruling.

Note:-

It is submitted that no proceedings on the questions raised in the present application are pending or have been decided in this office. However, as per the records available on the GST common portal, enforcement proceeding bearing **Case ID: AD080126003879W**, initiated vide **FORM GST INS-01, Reference No. ZD080126009915D dated 06.01.2026**, issued by the **Additional Commissioner (Administration), Enforcement Wing-III**, is shown as pending against the Applicant. In view of the **first proviso to Section 98(2) of the CGST/RGST Act, 2017**, this information is submitted for the kind consideration of the Hon'ble Authority for determining the maintainability of the present application and for taking appropriate action in accordance with law. The above comments are hereby respectfully submitted for the kind perusal of the Hon'ble Authority for Advance Ruling and for being taken on record and considered in the on-going proceedings arising out of the present Advance Ruling application.

Report From the office of Additional Commissioner, State Tax, Enforcement Wing-III, Rajasthan, Jaipur

A letter was written to the additional Commissioner (Administration) Enforcement Wing-3rd, Jaipur regarding information of proceedings on the applicant vide letter No. F.05/Report/AAR/State/2026-27/374 dated 20.07.2026. The reply received vide letter No. 850 dated 23.07.2026 are as follows :-

The survey report along with the present status report received in original from the Proper Officer—Assistant Commissioner, Circle-B-I, Enforcement Wing-III, Rajasthan, Jaipur—is enclosed herewith for your record and perusal.

This information is being placed before the Hon'ble Authority for necessary consideration in terms of the 1st Proviso to Section 98(2) of the RGST / CGST Act, 2017.

With reference to the subject cited above, it is humbly submitted that an investigation/proceeding is currently pending against the taxpayer M/s Mahesh Transport Company (GSTIN: 08ABAFM4301M2ZC).

The key facts and legal grounds of the pending case are detailed below for your consideration under the 1st Proviso to Section 98(2) of the RGST/CGST Act, 2017:

1. Initiation of Search: A search operation under Section 67(2) of the RGST Act, 2017 was conducted at the taxpayer's business premises on 07-01-2026 pursuant to Form GST INS-01 (Ref. No. ZD080126009915D dated 06-01-2026), under Case ID: AD08012603879W.
2. Business Activity: The taxpayer is registered as a Goods Transport Agency (GTA) and hires goods transport vehicles/means of transportation from other GTAs or vehicle providers.
3. Ineligible ITC Availment: The vehicle providers issued tax invoices charging GST on hiring services, and M/s Mahesh Transport Company availed and utilized Input Tax Credit (ITC) on the same.
4. Exempt Supply Status: As per Entry No. 22(b) of Notification No. 12/2017–Central Tax (Rate) dated 28-06-2017, services by way of giving on hire a means of transportation of goods to a Goods Transport Agency are exempt from GST.
5. Ineligibility under Law: Since the underlying inbound service received by the taxpayer is an exempt service, the ITC availed on these invoices is ineligible under Section 17 of the RGST/CGST Act, 2017.
6. Reversal under Rules 42/43: Furthermore, as **the taxpayer is also engaged in hiring out its own means of transportation to other GTAs (an exempt supply)**, proportional reversal of common ITC under Rules 42 and 43 of the RGST Rules, 2017 is required.
7. Current Status: The investigation into the above-mentioned matters is active and ongoing as of date.

In light of the above facts, the issue regarding the eligibility of Input Tax Credit and liability of ITC reversal on vehicle hiring charges is actively pending in proceedings initiated under Section 67 of the Act.

E. PERSONAL HEARING:

Personal hearing in the matter, was granted to the applicant on 13.07.2026. Mr. Ranjan Mehta Advo., Neha Sethi Advo., Vaidik Sharma Advo. Authorized Representative appeared for personal hearing. They reiterated the submission already made by them. A 2nd personal hearing was given to the applicant on 30.07.2026 in view of the provisions of Section 98 (2) as the jurisdictional officer mentioned in the comment that a proceeding is undergoing on the applicant. In the matter Mr. Ranjan Mehta Advo., Gaurav Jangir Advo., Vaidik Sharma Advo. Authorized Representative appeared for personal hearing. They argued that the matter pending under investigation is different form the question raised by the applicant before this authority. They also submitted a copy of **Order dated 10.12.2025** passed by the Joint Commissioner, Business Audit-V, Circle-B, Rajasthan State Tax, Jaipur for the tax period April 2021 to March 2022, in pursuance of show cause notice bearing Reference No. ZD080925080178W dated 29.09.2025 arising out of audit para No. 7 (Non-reversal of ITC on exempted supply). By the said order, input tax credit of Rs. 14,72,392/- (CGST Rs. 7,36,196/- + SGST Rs. 7,36,196/-) availed by the applicant on invoices issued by M/s Deepak Motors was held to be inadmissible, upon the finding that M/s Deepak Motors, having merely supplied its vehicles to the applicant and not having issued any consignment note, was not a Goods Transport Agency and that its supply was an exempt supply; interest of Rs. 9,93,864/- and penalty of Rs. 1,47,240/- under Section 73(9) were also ordered.

F. DISCUSSIONS AND FINDINGS

1. At the outset, we would like to make it clear that the provisions of both the CGST Act and the RGST 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 provision under the RGST Act. Further to the earlier, henceforth for the purposes of this Advance Ruling, a reference to such a similar provision under the CGST Act / RGST Act would be mentioned as being under the "GST Act".

2. We have carefully considered the application filed in Form GST ARA-01 together with the annexures thereto, the written and oral submissions made by the applicant, the additional submission filed by the applicant at the second personal hearing held on 30.07.2026 along with the documents enclosed therewith, the comments furnished by the jurisdictional officer, and the report of the Office of the Additional Commissioner (Administration), State Tax, Enforcement Wing-III, Rajasthan, Jaipur received vide letter No. 850 dated 23.07.2026 along with its enclosures. Before we may enter upon the question raised, we must satisfy whether the application could be admitted for passing

any ruling. We, therefore, take up the issue of maintainability first, as it goes to the root of our jurisdiction.

STATUTORY BAR – FIRST PROVISO TO SECTION 98(2)

3. Sub-section (2) of Section 98 of the GST Act requires the Authority, after examining the application and the records called for and after hearing the applicant and the concerned officer, by order, to either admit or reject the application. The first proviso of Section 98(2) reads as under :-

> *"Provided that the Authority shall not admit the application where the question raised in the application is already pending or decided in any proceedings in the case of an applicant under any of the provisions of this Act."*

4. The object of the proviso is plain. An advance ruling pronounced under sub-section (4) of Section 98 is, by force of sub-section (1) of Section 103, binding upon the applicant who sought it and upon the concerned officer and the jurisdictional officer in respect of the applicant.

MAINTAINABILITY – THE MATERIAL ON RECORD

5. The Office of the Additional Commissioner (Administration), State Tax, Enforcement Wing-III, Jaipur has reported, vide letter No. 850 dated 23.07.2026 read with status report of the Proper Officer, Assistant Commissioner, Circle B-I, Enforcement Wing-III, that an investigation/proceeding is presently pending against the applicant, the particulars of the same are as under :-

(a) a search under sub-section (2) of Section 67 of the RGST Act, 2017 was conducted at the applicant's business premises on 07.01.2026 in pursuance of FORM GST INS-01 bearing Reference No. ZD080126009915D dated 06.01.2026, in Case ID AD080126003879W;

(b) the applicant, though registered as a Goods Transport Agency, hires goods transport vehicles/means of transportation from other Goods Transport Agencies and vehicle providers, and has availed and utilised input tax credit of the tax charged by such vehicle providers on their invoices for hiring services;

(c) such inward supply being, in the view of the investigating authority, exempt under Entry No. 22(b) of Notification No. 12/2017-Central Tax (Rate) dated 28.06.2017, the credit so availed is held to be ineligible under Section 17 of the RGST/CGST Act, 2017;

(d) the applicant is **also engaged in giving its own means of transportation on hire to other Goods Transport Agencies, which supply the investigating authority has treated as an exempt supply**, in consequence of which proportionate reversal of common credit under Rules 42 and 43 of the RGST Rules, 2017 is stated to be attracted; and

(e) the investigation into the aforesaid matters is active and ongoing as on date.

6. Clause (d) above is decisive of the matter before us. The question placed before this Authority is whether the applicant's supply of services in relation to transportation of goods to M/s Mahesh Transport, Gujarat – admittedly another Goods Transport Agency

– is exempt in terms of Notification No. 12/2017-Central Tax (Rate) dated 28.06.2017 or is taxable in terms of Notification No. 11/2017-Central Tax (Rate) dated 28.06.2017. The Enforcement Wing has, in the pending investigation, proceeded upon a determination of that very characterisation: it has treated the applicant's outward supply of making available its means of transportation to other Goods Transport Agencies as an exempt supply, and it is upon that footing alone that the requirement of reversal under Rules 42 and 43 is said to arise. The characterisation of the applicant's outward supply is thus not a matter which merely touches the pending investigation at its edges; it is the very foundation upon which that investigation proceeds. The question raised in the present application is accordingly "already pending" in a proceeding in the case of the applicant under the provisions of the GST Act, within the meaning of the first proviso to sub-section (2) of Section 98.

7. The applicant has further placed on record the order dated 10.12.2025 passed by the Joint Commissioner, Business Audit-V, Circle-B, Rajasthan State Tax, Jaipur for the tax period April 2021 to March 2022, confirming a demand of Rs. 14,72,392/- alongwith interest of Rs.9,93,865/- and a penalty of Rs. 1,47,240/- against the applicant, the description of service therein being "Goods Transport Services" falling under HSN 9965. In respect of the tax period 2021-22, the question of the character of a supply made by a transporter who merely furnishes its vehicles to another transporter holding the transportation contract stands *decided* in the applicant's own case by the order dated 10.12.2025, an order which was in force and had already given rise to a demand in FORM GST DRC-07 on the date of the present application. In respect of the period thereafter, including the period of the arrangement now placed before us, the same question stands *pending* in the proceeding under Section 67 read with Section 70, which the Enforcement Wing has certified to be active and ongoing. Both limbs of the first proviso to sub-section (2) of Section 98 – "already pending" and "decided" – are therefore attracted upon the material on record and, significantly, upon material placed on record by the applicant itself.

CONCLUSION ON MAINTAINABILITY

8. For the reasons recorded in the above paragraphs, we hold that the question raised in the present application is already decided, and is also already pending, in proceedings in the case of the applicant under the provisions of the CGST Act, 2017 and the RGST Act, 2017, within the meaning of the first proviso to sub-section (2) of Section 98 thereof. The bar contained in that proviso is squarely attracted. The application is accordingly not maintainable and cannot be admitted, and we are precluded from entering upon the merits of the question raised at **Q1**.

G. In view of the foregoing facts, circumstances and the provisions of the GST law, we pass the following order:-

ORDER

1. The application filed by M/s Mahesh Transport Company, GSTIN 08ABAFM4301M2ZC, under Section 97 of the CGST Act, 2017 read with the RGST Act, 2017 is **rejected** as not maintainable, in view of the bar contained in the first proviso to sub-section (2) of Section 98 of the said Acts. Hence, the question raised at Q1, is **not**

answered. This order disposes of the application at the threshold and shall not be construed as expressing any view, one way or the other, upon the merits of the classification of the applicant's supply or upon its taxability or exemption under the said notifications, for the reasons recorded as above.

07/08/2026

(Mahipal Singh)
MEMBER
CENTRAL TAX

RAJASTHAN AUTHORITY FOR ADVANCE RULING, JAIPUR • G.S.T. •

(Dr. Akhedan Charan)
MEMBER
STATE TAX

F. No. AAR/SF/2026-27/450-455

Date: 10.08.2026

SPEED POST

M/s MAHESH TRANSPORT COMPANY,
IN FRONT OF BUDHGIRI PATROL, VILLAGE KANWARPURA,
KOTPUTLI JAIPUR, Rajasthan-303108

Copy to: -

1. The Chief Commissioner, CGST and Central Excise (Jaipur Zone), NCRB, Statue Circle, Jaipur, Rajasthan-302005.
2. The Chief Commissioner, State Tax, Kar Bhawan, Bhawani Singh Road, Ambedkar Circle, C-Scheme, Jaipur-302005.
3. The Commissioner, CGST and Central Excise, Alwar, Surya Nagar, ALWAR, Rajasthan.
4. The Deputy Commissioner, State Tax, Circle-**SHAHPURA**, ZONE- JAIPUR-1st, **SHAHPURA**, Rajasthan
5. The Assistant Commissioner, Central Tax, CGST Division- Behror, **BEHROR**, District- Alwar