आयुक्त सीमाशुल्क (याचिका) का कार्यालय,
नवीन सीमाशुल्क भवन, नजदीक इ0 गां. एयर अड्डा, नई दिल्ली : 110037

आयुक्त/अपील/दिल्ली/सी0शु0/DL/Mem/0516 दिनांक.....

याचिका आदेश संख्या/सी0सी0ए0/सी0शु0/DL/Mem/294/2016 सीमाशुल्क अधिनियम 1962 की धारा 128(ए) के अधिन श्री मदन मोहन सिंह, आयुक्त (याचिका) द्वारा 27-5-2016 को पारित किया गया।

2. यह प्रति उस व्यक्ति के स्वैच्छिक प्रयोग के लिए शुल्क मुक्त दिया जाता है जिसको यह जारी किया गया है।

3. सीमाशुल्क अधिनियम 1962 की धारा 129 ई. के अधीन इस आदेश से व्यथित कोई व्यक्ति मॉगे गए शुल्क के 10 प्रतिशत के भुगतान पर, जहॉ की शुल्क या शुल्क एवं दंड या केवल दंड विवादास्पद है, केन्द्रीय उत्पाद शुल्क व सेवाकर याचिका ट्रिबुनल, प्रांतिय शाखा, दक्षिणी खण्ड संख्या 2, आर. के. पुरम, नई दिल्ली के विशेष न्यायपीठ की रजीस्ट्री को अपील कर सकता है।

4. अपील को, इस आदेश के संचारण की तारीख से 3 महीनों के भीतर सीमाशुल्क (याचिका) विनियम, 1982 के अध्याय 111 के नियम (1) द्वारा अपेक्षितानुसार, निर्धारित प्रपत्र सी0ए0 3 में फाइल किया जाना चाहिए।

5. अपील को, निम्नलिखित के साथ, चार प्रतियों में फाइल किया जाना चाहिए।

क. इस आदेश की प्रति एवं मूल आदेश, दोनों ही चार प्रतियों में (जिसमें से एक प्रमाणित प्रति होनी चाहिए)।

ख. संबंधित अधिकरण की न्यायपीठ के सहायक रजिस्ट्रार के नाम आहरित तथा एक राष्ट्रीय बैंक से प्राप्त, सीमा शुल्क अधिनियम, 1962 की धारा 129 ई में उल्लिखित यथा लागू राशि के लिए एक रेखांकित बैंक ड्राफ्ट, जो उस शाखा का हो जहॉ न्यायपीठ की रेजिस्ट्री स्थित हो।

6. सीमाशुल्क अधिनियम 1962 की धारा 129 डी0डी0 (1) के अधीन, निम्नलिखित वर्गीकृत मामलों के संबंध में इस आदेश से व्यथित कोई व्यक्ति इस आदेश के संचारण की तारीख से 3 महीनों के भीतर अपर सचिव/ संयुक्त सचिव, भारत सरकार, 14ए., हुडको विशाला बिल्डिंग, डी0 विंग्स, छठा तल, भिखाजी कामा प्लेस, नई दिल्ली – 110066 को संशोधा आवेदन प्रस्तुत कर सकता है।

क. कोई माल जो बैगेज के रूप में आयातित हो।

ख. भारत में आयात करों हेतु किसी परिवहन में लदा हुआ कोई भी माल, लेकिन भारत में उसके गंतव्य स्थान पर उतारा न गया हो या ऐसे किसी गंतव्य पर ऐसे माल की उतनी मात्रा उतारी गई हो, यदि ऐसे गंतव्य स्थान पर उतारा गया माल की मात्रा उस गंतव्य स्थान पर उतारे जाने वाले माल से कम पड गया हो।

ग. सीमाशुल्क अधिनियम, 1962 के अध्याय X में यथाव्यवस्थित शुल्क वापसी की अदायगी और उसमें बताए गए नियम।

7. संशोधा आवेदा ऐसा प्रपत्र में होना चाहिए और उसे इस तरीके से जॉच किया जाएगा, जैसा कि संबंधित नियमों में विर्निदिष्ट हो और निम्नलिखित के साथ हो:–

क. इस आदेश की 4 प्रतियॉ, जिसमें न्यायलय फीस अधिनियम, 1970 के मद 6 की अनुसूची 1 के अधीन निर्धारितानुसार एक प्रति में निर्धारित न्यायालय फीस टिकट चिपकाया हो।

ख. संशोधा के लिए आवेदन की चार प्रतियां।

ग. संशोधा को फाइल करों के लिए सीमाशुल्क अधिनियम,1962 (यथासंशोधित) में निर्धारित फीस के रूप में अन्य रसिदें, फीस, जुर्माना, समपहरण तथा विविध मदें – शीर्ष के अधीन 129 डी0डी0 (3) में उल्लिखित, यथा लागू अदायगी के साक्ष्य में टी.आर.6 चलान की दो प्रतियॉ।

सेवा में, DC SVB
NCH.
.....
(2) M/s YKK India Pvt
Global Business Park, 3rd floor
Tower 'A', M.G. Road
Gurgaon. 122002

C.NO.APPL/DLH/CUS/D-I/GEN/05/16

OFFICE OF THE COMMISSIONER OF CUSTOMS (APPEALS)
NEW CUSTOM HOUSE, NEAR I.G.I AIRPORT, NEW DELHI -110037

C.NO.APPL/DLH/CUS/D-I/GEN/05/16 Date: 27.05.2016

Order-in-Appeal No.CC(A)/CUS/...994...2016

This order is being issued in compliance to Final Order No. C/A/52727/2014-CU(DB) dated 30.06.2014 read with Miscellaneous Order No. 53644/2014 dated 17.10.2014 passed by Hon'ble CESTAT, New Delhi wherein Hon'ble Tribunal remanded the matter to the Appellate Authority for examining the issue of addition of royalty paid/payable by M/s YKK India Limited, Global Business Park, 3rd Floor, Tower-A, M.G Road, Gurgaon (hereinafter referred to as "the Respondent").

2. Brief facts of this case are that SVB Delhi took up the case of valuation of imports by the Respondent from M/s YKK Japan. After examination of relevant agreements, import documents and submissions made by the Respondent, SVB Delhi vide Order-in-Original No. 6/UG/97 dated 28.10.1997 held that the being a wholly owned subsidiary, the Respondent was related to YKK Japan in terms of Rule 2(2) of the Customs Valuation (Determination of Price of Imported Goods) Rules' 1988. SVB Delhi also held in the said order that relationship between the Respondent and YKK Japan had not affected the import price of goods being imported by latter from the former. SVB Delhi in periodical review of order dated 28.10.1997 passed Order No. SVB/CUS/Review/15/2005 dated 28.02.2006 holding that the declared invoice values in respect of imports made by the Respondent from YKK Japan and its associates and subsidiaries were not influenced by their relationship and accepted the declared invoice values. SVB Delhi also took up the issue of payment of royalty by the Respondent to YKK Japan in terms of License Agreement dated 01.04.2001 and held that the same was paid in respect of Net Selling Price on the products manufactured by the Respondent and being not related to the imported goods was held not to be added to their assessable value, however, royalty paid by the Respondent to M/s YKK Japan on the finished goods imported for trading was held to be addable to the assessable value of these goods. Being aggrieved by the said order, the Respondent filed an appeal before the Commissioner of Customs (Appeals), New Delhi who vide Order-in-Appeal no. CC(A)/CUS/I&G/D-I/198/08 dated 21.05.2008 held that royalty paid by the Respondent to M/s YKK Japan on the finished goods imported by them for trading was not to be added to the assessable value of these goods. Department filed an appeal before Hon'ble CESTAT against the said Order-in-Appeal. In the meantime after expiry of order dated 28.02.2006, the Respondent submitted documents before SVB Delhi for its renewal. SVB Delhi vide Order No. SVB/CUS/Review/19/JPK/2009 dated 30.10.2009 held that the prices declared by the Respondent for assessment of the imported goods to duty were not influenced by the relationship between the Respondent and YKK Japan and other associated companies and accepted the declared invoice values as transaction value in terms of Rule 3(3)(a) of the Customs Valuation (Determination of Value of Imported Goods) Rules, 2007 (hereinafter referred to as "the Valuation Rules, 2007"). SVB Delhi held that royalty paid by the Respondent to YKK Japan in terms of their License Agreement dated 01.04.2008 was not to be included to the cost of goods imported by the Respondent from YKK Japan or from their affiliates. After the expiry of order dated 30.10.2009, the Respondent approached SVB Delhi for its renewal and submitted various documents. SVB Delhi Vide SVB/CUS/REVIEW/77/HKS/2012 dated 13.02.2013 accepted declared invoice values as transaction value under Rule 3(3)(a) of the Valuation Rules, 2007 and also held that there is no case of any addition under Rule 10 of the said Rules. However, department filed an appeal against the said order dated 13.02.2013. Vide Order-in-Appeal No.

CC(A)Cus/637/2013 dated 06.11.2013, Commissioner of Customs (Appeals) held that the DC SVB has incorporated saving clauses 18 and 19 in Order dated 13.02.2013, which should take care of the apprehensions of the Department. He further directed DC SVB to look into the matter, as articulated in the Departmental grounds of appeal which are legally valid reasons for a re-look and also directed to continue current assessment on provisional basis. Hon'ble CESTAT, New Delhi vide Final Order No. C/A/52727/2014-CU(DB) dated 30.06.2014 read with Miscellaneous Order No. 53644/2014 dated 17.10.2014 remanded the matter to the Appellate Authority for examining the entire issue of includibility of royalty in the assessable value affording reasonable opportunity of hearing to the Respondent and pass appropriate order. Accordingly, a personal hearing was granted to the Respondent.

Record of personal hearing

3. A personal hearing in this case was held on 16.03.2016. Sh. Raj Singh, Advocate and Sh. D K Rana, Advocate appeared on behalf of the Respondent before me and filed written submissions. They further submitted that goods have always been imported at global price list and are easily comparable. They further submitted that import of goods is not condition of sale and royalty is not includible in the value of imported goods. They also submitted that Rule 3(3)(a) of the Valuation Rules, 2007 is applicable in their case because relationship has not affected the pricing. No one appeared from the Revenue's side.

Discussions and findings

4. This is a case of transactions between the Respondent and the Foreign Suppliers who are related persons in terms of Rule 2(2) of the Valuation Rules, 2007. SVB Delhi initiated investigation into the matter of valuation of goods and from time to time issued order in the Respondent's favour. Before me is appeal filed by the department challenging the findings of DC SVB in Order No. SVB/CUS/REVIEW/77/HKS/2012 dated 13.02.2013 inter alia on the following grounds:-

- In this case while accepting the declared value DC SVB has not given any findings as to how he has come to the conclusion that the relationship between the importer and supplier has not influenced the price of goods. Further DC SVB has not examined whether the declared value approximates to either of the three values referred to in sub clause (b) of sub rule (3) of Rule 3 of Customs Valuation (Determination of Value of Imported Goods) Rules, 2007. The declared value cannot be accepted as transaction value merely because the value indicated in the purchase order tallied with the invoice value. Between related parties such matching is in no way an indication of an arm's length transaction.
- In para 8 of the order DC SVB has observed that the issue of royalty on goods is already under challenge before CESTAT, however the order is silent on the includibility of royalty. Royalty payment appear to be includible in the declared value because from the terms and conditions of the agreement under which royalty is paid, it is apparent that royalty payment were conditions of sale of imported goods and as per Rule 10(1)(c) of Customs Valuation Rules royalty payment are includible if such royalty payment are conditions of sale of goods. In terms of Article 2.1 of the License Agreement dated 1.4.2010 royalty is to be paid by the importer for the license to utilize the trademark, patents and knowhow in connection with the design, manufacture, testing import, marketing, distribution and sale of the products in the territory.
- In para 16 of the impugned order, the DC SVB has referred to certain agreements

between the importer and related overseas entities. It is that under Technical Services Agreement and IT Agreement certain payment are being made by the importer to the foreign supplier. The impugned order is silent about the nature of these agreements and does not elaborate the reasons as to why these payments should not be included in the declared value.

5. Defence of the Respondent can be summarized as under:-

- Since 1997, the Respondent has provided all the facts, agreements with related parties and the manner in which goods imported into India are valued. The price of the imported goods is fixed by YKK Japan in the price list which is determined in consultation with YKK group entities worldwide. The price list is, which is revised fortnightly (mainly to factor foreign exchange fluctuations) is on net basis and no discount are offered to any YKK group entity. The same price list applies even if the import is made from any other YKK group entity (other than YKK Japan). Purchase orders are placed by the Respondent in the ERP system where the product prices are pre-fixed as per list price applicable on the date of placing purchase orders. Moreover, no payments are made over and above the invoice value is ever payable or paid by the Respondent to its suppliers in connection with the imported goods.
- Identical goods are supplied at same prices to different YKK group entities
- Goods imported by the Respondent are meant for manufacture of zip fastners in India. Identical / similar goods are not imported by any unrelated party in India and thus, no comparable parameters are available. For these reasons, the options prescribed for determining the transaction value or deductive value or computed value of identical or similar goods under Rule 3(3)(b) of the Valuation Rules, 2007 cannot be applied in this case.
- DC SVB has passed impugned order dated 13.02.2013 after proper application of mind and same cannot be said to be a non-speaking or unreasoned.
- Rule 3(3)(a) and Rule 3(3)(b) of the Valuation Rules, 2007 mutually exclusive and need to be followed sequentially. If clause (a) is satisfied, there is no need to proceed to clause (b). since DC SVB was fully satisfied from the examination of past records and circumstances ofcase that relationship between the parties had not influenced the price of imported goods, he passed order dated 13.02.2013 without going into clause (b). Without conceding, as stated, even otherwise clause (b) fails for want of identical or similar goods. These facts have also been considered in para 10 of the order dated 13.02.2013.
- Royalty paid on sale of manufactured goods after excluding the value of imported material is not includible in the assessable value of imported goods
- Royalty was payable for obtaining right to reproduce goods in India, the same was not includible in the assessable value of imported goods.
- Payments remitted to offshore entities for receiving services under Technical Service Agreement and IT Agreement are not includible in assessable value of imported goods
- The learned Commissioner who reviewed the order dated 13.02.2013 has not perused the actual agreements, but has surmised basis the table given in the table that the payments made by the Respondent under these two agreements related to imported goods.
- Payments made for the services under these two agreements have no semblance and correlation with the import of goods in question.

6. Coming to the issue of valuation of goods imported by the Respondent from their related foreign suppliers, it is noticed that DC SVB in impugned order dated13.02.2013 has relied upon two facts to accept the declared invoice values- (i) comparison of copies of purchase orders and

corresponding import invoices and Bills of Entry; and (ii) submissions made the Respondent that there is no change in method of transaction since passing of the earlier order which is under review; that YKK Japan and other group companies supply negligible quantities of finished goods to other un-related buyers for which commission is paid to the Importer, which is included in the sale price of such un-related buyers; that to the best of their knowledge same items are not imported by the Importer. These findings are not as per mandate of Rule 3(3)(a) as DC SVB did not record any findings regarding circumstances surrounding sale between the Respondent and overseas suppliers or as to how they arrange their transactions. The Respondent has explained the mechanism of arriving at the price in the invoice and submitted that identical goods are supplied by YKK Japan and their other group companies at same prices to different YKK group entities. The Importer has also submitted copies of import invoices showing supply of identical goods by YKK Japan to the Respondent and other group companies such as YKK Malaysia, YKK Thailand, YKK Indonesia and YKK Sri Lanka. From these documents it is noticed that YKK Japan has supplied identical goods to the Respondent and its other group companies at same price which shows that YKK Japan is following the same pricing policy for supplying goods to its different group companies and there is no deviation in the said policy for making transactions with the Respondent. Although provisions of the Valuation Rules, 2007 do not envisage a comparison of this nature, but such type of comparison can be used as corroborative evidence to the circumstances of transactions between the buyer and sale being at arm's length. While taking this view, support is also drawn from the Judgements of Hon'ble CESTAT, Bangalore delivered in the case of M/s Komet Precision Tools India Pvt. Ltd. Vs Commissioner of Customs (Appeal), Bangalore as reported in 2009 (245) ELT 737 (Tribunal) and M/s. Sthal India Pvt. Ltd. Vs Commissioner of Customs, Chennai 2005 (184) ELT 408 (Tribunal- Chennai). The Hon'ble Tribunal in these cases, has also factored the ingredient of uniform pricing policy of the foreign suppliers to all of their related global buyers inaccepting the transaction value. In view of the details provided by the Respondent and position of law as settled by the above mentioned case laws, the declared invoice values merit acceptance under Rule 3(3)(a) of the Valuation Rules, 2007.

7. Now I come to applicability of Rule 3(3)(b) of the Valuation Rules, 2007 in this case. Department in its appeal has raised the ground that DC SVB has not examined the provisions of Rule 3(3)(b) of the Valuation Rules, 2007. Rule 3(3)(a) and Rule 3(3)(b) of the Valuation Rules provide different means of establishing the acceptability of a transaction value. Rule 3(3)(b) provides an opportunity for the importer to demonstrate that the transaction value closely approximates to a "test" value previously accepted by the proper officer of customs and is therefore acceptable under the provisions of rule 3. It means Rule 3(3)(b) casts a responsibility on the importer to provide details of transaction value of identical or similar goods imported by unrelated buyers in India at or about the same time, or deductive value/computed value of identical or similar goods for drawing a comparison with the declared invoice values of the goods in question. The Respondent has submitted that goods imported by the Respondent are meant for manufacture of zip fastners in India and identical or similar goods are not imported by any unrelated party in India and thus, no comparable parameters are available. The Respondent has further submitted that tor these reasons, the options prescribed for determining the transaction value or deductive value or computed value of identical or similar goods under Rule 3(3)(b) of the Valuation Rules, 2007 cannot be applied in this case. In other words, the Respondent does not have any data/details in respect of transaction value of identical or similar goods imported by unrelated buyers in India at or about the same time, or deductive value/computed value of identical or similar goods. In view of these facts, provisions of Rule 3(3)(b) are not applicable in this case. Since declared invoice values of the subject goods merit acceptance

8. As far as payments other than invoice values of imported goods and their addition to the

assessable value in this case is concerned I find that while issuing Order dated 13.02.2013, SVB Delhi examined provisions of License Agreement dated 01.04.2010 between the Respondent and YKK Japan as well as other agreements between the Respondent and their related overseas companies and came to the conclusion that amount paid by the Respondent in terms of these agreement are not related to the imports made by the Respondent from their related foreign suppliers and thus, no addition under Rule 10 was required. Department has challenged the findings of DC SVB in respect of payments made by the Respondent in terms of License Agreement dated 01.04.2010 between the Respondent and YKK Japan, Technical Service Agreement dated 02.01.2010 between the Respondent and YKK Holding Asia Pte Ltd., Singapore and Information Technology Agreement dated 06.08.2010 between the Respondent and YKK (China) Investment Co. Ltd. The Respondent has submitted copies ofthese agreements.

9. From provisions of License Agreement dated 01.04.2010 between the Respondent and YKK Japan it is noticed that YKK Japan has granted to the Respondent a non-exclusive and non-assignable license, without the right to sub-license, to utilize the Trademarks, the Patents and the know-how in connection with the design, manufacture, testing, import, marketing, distribution and sale of the Products in India. YKK has also agreed to provide technical assistance to the Respondent. In consideration of the license granted under this Agreement, the Respondent shall pay royalty to YKK Japan. In this case there is no explicit provision in the agreements that the Respondent is under any obligation to purchase goods from YKK Jpan or any of their associated companies or payment of royalty is a pre-condition of sale of goods. Hon'ble CESTAT, Mumbai Bench in the case of General Motor India Pvt. Ltd. Vs Commissioner of Customs (Import), Mumbai 2009 (235) ELT 364 held that when there is no condition in License Agreement that capital goods/components will be sold to appellant only when license fees are paid - Appellant is free to procure the goods from anywhere - Payment of fee is not a condition of sale of imported goods. Same view was also taken in the case of ABB Ltd. Vs Commissioner of Customs (Import), Mumbai 2013 (288) ELT 296 (Tri. Mumbai), Commissioner of Customs Vs Ferodo India Private Limited (2008 (224) E.L.T. 23 (S.C.), Commissioner of Customs (Import), Mumbai Vs Bridgestone India Pvt. Ltd. 2013 (292) ELT 403 (Tri. Mumbai) and Tata Yutaka Autocomp Ltd. vs. Commissioner of Customs (Import), Mumbai 2013 (294) ELT 467 (Tri. Mumbai). Thus, there is no nexus between the import of goods and payment of royalty. Also royalty in this case is to be paid on Net Selling Price which is defined in the subject agreement as the selling price on the sale of all Products manufactured and then sold by the Importer during the royalty computation period (1st April to 31st March) less the following items to the extent they are excluded from sales in accordance with generally accepted accounting principles:-

(a) Commodity, transaction, sales, turn over, value added or any other transfer taxes of similar character (other than taxes on income) on sales invoices
(b) The cost of parts, components, accessories or materials of the Products purchased by the Importer from the Licensor or from the Affiliates as if the Importer were an unaffiliated third party
(c) Import duties, custom duties, excise duties, sales tax and any other fees and import expenses of the parts, components, accessories ormaterials of the products purchased by the Importer from the Licensor or from the Affiliates; and (d) Sales returns, sales discounts and rebates.

10. From the said definition it is clear that royalty is paid/payable only on those products which are manufactured and then sold by the Respondent and the cost of parts, components, accessories or materials of the Products purchased by the Respondent from YKK Japan or from their affiliatesis to be deducted for the purpose of calculation of royalty apart from other payments/expenses. Hon'ble Supreme Court in case of Matushita Television & Audio (India) Limited Vs Collector of Customs Delhi {2007 (211) ELT 200} has held that royalties if payable on value of imported goods also should be included in assessable value of the imported goods.

Hon'ble CESTAT in the case of Commissioner of Customs, Chennai Vs. Bayer Indian Syntans Limited 2008 (232) ELT 474 (Tri- Chennai) and SGL Carbon India Pvt. Ltd. Vs Commissioner of Customs (Import), Mumbai reported as 2013 (290) ELT 723 (Tri. Mumbai) has specifically held that where cost of imported goods is excluded for the purpose of calculation of royalty, the same is not to be added to the assessable value of imported goods. Thus, in view of the said facts of this case, formula given in the agreement for calculation of royalty, calculation sheets submitted by the Respondent showing how royalty is being calculated and the above mentioned case laws I hold that payment of royalty by the Respondent is neither a condition of sale of goods nor paid in relation to the imported goods and thus, the same is not required to be added to the assessable value of imported goods.

11. In respect of department's contentions raised against findings in respect of Technical Service Agreement dated 02.01.2010 between the Respondent and YKK Holding Asia Pte Ltd., Singapore and Information Technology Agreement dated 06.08.2010 between the Respondent and YKK (China) Investment Co. Ltd., it is noticed that DC SVB in impugned order dated 13.02.2013 has given details of main features and consideration of these agreements and gave his findings on the basis of said details. Department in its appeal has raised the point that the impugned order is silent about the nature of these agreements and does not elaborate the reasons as to why these payments should not be included in the declared value. The Respondent in its reply has submitted that the learned Commissioner who reviewed the order dated 13.02.2013 has not perused the actual agreements, but has surmised basis the table given in the table that the payments made by the Respondent under these two agreements related to imported goods and payments made for the services under these two agreements have no semblance and correlation with the import of goods in question. From the copies of these agreements submitted by the Respondent it is noticed that under Technical Service Agreement dated 02.01.2010 employees of YKK Holding Asia Pte Ltd., Singapore are providing services to the Respondent in the areas of information technology, marketing of products of the Respondent, technical research and development, R&D, management planning and strategic for financial consolidation, track performance of budgeting, audit, human resource, administration and general affairs activities. For these services, the Respondent is required to pay actual cost plus mark up margin of 5%. From these provisions it is clear that these services are nowhere related to import of goods nor the payments made for these services are dependent on quantum of import as these payments are to be made on actual cost plus mark up. In terms of Information Technology Agreement dated 06.08.2010, YKK (China) Investment Co. Ltd. Has agreed to provide regular maintenance and upgrade of technology content of system software and relayed advisory support to the Respondent for management system software implemented by the Respondent. For these services the Respondent is required to pay an annual service feewhich includes all relevant direct and indirect costs and reasonable profits arising from the provision of these services. From the provisions of this agreement it is clear that neither the services to be provided by YKK (China) Investment Co. Ltd nor the service fee to be paid by the Respondent has any nexus with import of goods. Also I notice that the Respondent is not under any obligation to make payments under these agreements and the same is also not a pre condition of sale of goods. These payments are also not related to the import of goods and is not paid as a condition of sale or to satisfy an obligation of the seller or is the value of any part of the proceeds of any subsequent resale, disposal or use of the imported goods that accrues, directly or indirectly, to the seller. Thus, payments made by the Respondent under Technical Service Agreement dated 02.01.2010 and Information Technology Agreement dated 06.08.2010 are also not required to be added to the assessable value of imported goods.

12. Thus, there is no case of any addition to the assessable value of imported goods.

13. In view of the facts of this case, legal position and discussions made above, I find no merit in the appeal filed by the department and dismiss it and uphold Order dated 13.02.2013 passed by DC SVB.

(Madan Mohan Singh)
Commissioner of Customs (Appeals)

Regd. AD/Speed Post
To,

1. **The Deputy Commissioner of Customs,**
   Special Valuation Branch,
   New Custom House, New Delhi.

2. **M/s YKK India Limited,**
   Global Business Park, 3rd Floor, Tower-A, M.G Road, Gurgaon.

Copy to:

1. The Chief Commissioner of Customs (Delhi Zone), NCH, New Delhi.
2. The Commissioner of Customs, General Commissionerate, New Customs House, New Delhi.
3. Guard File

Superintendent (Appeals)