CoralMetrix

Issue 11

Crack the Code

November 2025

An E-Newsletter from CoralMetrix

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Crack the Code

Key Notifications / CBIC actions issued in October 2025:

1. **Notification No. 17/2025 – Central Tax dt. 18-Oct-2025**

• Extended the due date for furnishing FORM GSTR-3B for September 2025 (monthly filers) and July–September 2025 (quarterly filers) to 25-Oct-2025.

• This extension was done to give additional time to reconcile before filing GSTR 3B. considering the Diwali festival, GST 2.O implementation process and other direct tax due dates, this extension was needed.

2. **Notification No. 18/2025 – Central Tax dt. 31-Oct-2025** -Seeks to notify the Central Goods and Services Tax (Fourth Amendment) Rules 2025. These Rules are effective from 1st Nov. 2025

• Rule 9A – Grant of registration electronically:

Any person who applies for registration under Rule 8, Rule 12, or Rule 17 shall, upon being identified on the common portal on the basis of data analysis and prescribed risk parameters, be granted registration electronically through the common portal within three working days from the date of submission of the application

• Rule 14A.Option for tax payers having monthly output tax liability below threshold limit

A person applying for GST registration under Rule 8 may choose to complete the registration electronically if their total monthly output tax liability—covering Central Tax, State/UT Tax, Integrated Tax, and Compensation Cess—on supplies made to registered persons does not exceed ₹2,50,000. This provision gives small taxpayers an easier, fully online registration option when their tax liability stays within this limit.

3. **Circular No. 253/10/2025-GST (01-Oct-2025)**

Withdrawal of circular No. 212/6/2024-GST dated 26th June, 2024

In the original Circular No. 212/6/2024-GST dt. 26thJune 2024, It was clarified that, When a supplier gives a discount to the recipient through a credit note issued under Section 34 of the CGST Act, after the supply has already taken place, that discount can be deducted from the taxable value only if the conditions specified in Section 15(3)(b) are satisfied.

These conditions include, among others, that the recipient must reverse the proportionate input tax credit (ITC) relating to the discount received. Since online verification mechanism was not available CA/ CMA certificate was mandated. Currently through IMS this process can be transparently seen, the original circular has been withdrawn

Note on Important GSTN Advisory:

FAQ on GSTR 9/9C for FY 2024-25

1. **What is table 8A of GSTR 9 and how it will be auto populated?**

Table 8A of GSTR 9 for FY 2024-25 capture the details of documents / records pertaining to FY 2024-25 appearing in GSTR 2B. Therefore, Table 8A of GSTR 9 will include all the inward supplies pertaining to FY 2024-25 appearing in GSTR 2B of FY 2024-25 and will

- Also include the invoices pertaining to FY 2024-25 appearing in GSTR 2B of next year 2025-26 between April 2025 to October 2025 and
- Exclude the invoices pertaining to previous FY 2023-24 appearing in GSTR 2B between April 2024 to October 2024.

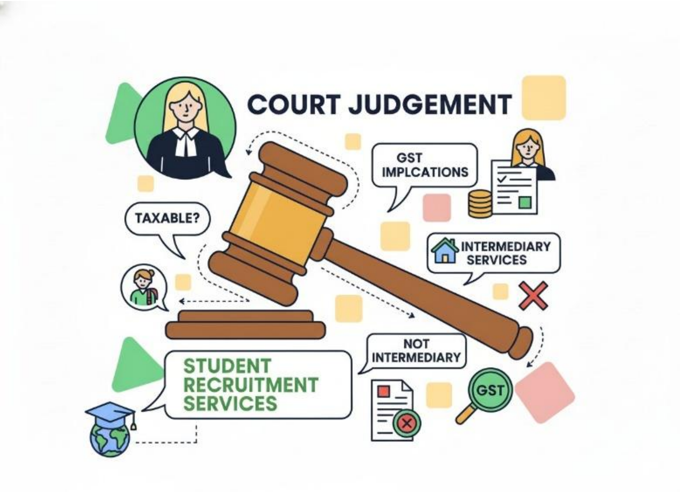
2. **What is table 6A1 and which amount is required to be reported?**
   - Table 6A1 of GSTR 9 for FY 2024-25 capture the ITC of preceding FY (2023-24) claimed by the recipient in the current FY (2024-25) till the specified time period and it is also included in Table 6A of GSTR 9 for FY 2024-25. However, any ITC pertaining to FY

2023-24 or any other preceding financial years, which has been reclaimed during current FY (2024-25) on account of rule 37 / 37A will not be reported in Table 6A1 of GSTR 9.

- Therefore, the amount calculated in Table 6A2 (6A minus 6A1) is the ITC pertaining to current FY (2024-25) which need to be bifurcated between 6B to 6H. As the ITC of preceding FY (2023-24) has been excluded through Table 6A1 therefore it will not create the difference in Table 6J of GSTR 9 as the case was with GSTR-9 till FY 2023-24

CA SUJATHA G
GST

Court room Series:
GST Update: Rajasthan High Court Rules in Favour of IDP Education—Student Recruitment Services Not "Intermediary", Refund Allowed



Date: September 2025

The Rajasthan High Court (Jaipur Bench) has delivered an important judgment in IDP Education India Pvt. Ltd. v. Union of India & Ors. (2025: RJ-JP:35572-DB), settling the long-standing dispute on whether student recruitment support services rendered to an overseas parent qualify as "intermediary services" under the IGST Act.

This ruling reaffirms the principles laid down earlier by the CESTAT and the Bombay High Court in the same assessee's case and brings clarity for several Indian entities providing support services to foreign universities, education platforms, and overseas companies.

Facts of the Case

IDP Education India Pvt. Ltd., a subsidiary of IDP Education Ltd., Australia, provides services such as student counselling, course information, documentation support, and application processing. The final decision on admissions rests entirely with the overseas entity, IDP Australia.

For these services, the Indian company receives a fixed percentage of the application processing fee from its parent. The company has consistently treated the services as export of services and claimed IGST refund as a zero-rated supply.

However, the Department rejected the refund on the ground that IDP India acted as an intermediary, making the place of supply "India," thereby denying export status.

What the High Court Held

The Rajasthan High Court has set aside the Department's view and held unequivocally that:

1. **IDP India is not an intermediary**
   - There are only two parties in the contract—IDP India and IDP Australia.
   - There is no privity between IDP India and the students or foreign universities.
   - IDP India does not arrange or facilitate any supply between two independent parties.
   - Services are provided on its own account directly to IDP Australia.
2. **The services qualify as "export of services"**
   - Since all the conditions under Section 2(6) of the IGST Act are satisfied, the supply is treated as export.
3. **Refund of IGST must be granted**
   - The Court directed the authorities to process and disburse the refund with applicable interest within four weeks.
4. Department cannot take a contrary stand

Because:

- CESTAT's earlier order (28-10-2021) holding IDP India as non-intermediary has attained finality.
- CBIC Circular dated 20-09-2021 clarifies that the definition of intermediary is unchanged from the Service Tax regime.
- The Bombay High Court has already allowed refund in the assessee's case and Revenue has accepted it.

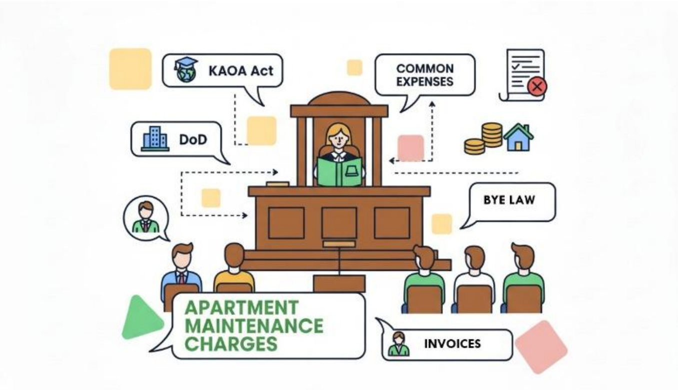
Key Takeaways for Businesses

- Support services rendered to overseas clients are not automatically "intermediary services."
- The presence of a bipartite contract is a strong indicator that the service provider is not an intermediary.
- Refund cannot be denied based on tax-inclusive clauses in commercial contracts.
- Statutory entitlement prevails over contractual wording.
- Consistency across jurisdictions is crucial.

- If one jurisdiction has accepted a ruling (e.g., Mumbai), another jurisdiction cannot arbitrarily take a contrary view in identical facts.
- Entities providing support services to foreign affiliates, educational bodies, or SaaS platforms may rely on this judgment.

CA SUJATHA G
GST

Maintenance Charges under the Sachin Malpani Judgment and its applicability in other States:



The decision in Sachin Malpani and Others v. Nilam Patil and Others (Bombay High Court, Writ Petition No. 9179 of 2022, decided on 4 August 2025 by Justice Nitin W. Sambre) has become a landmark ruling on how maintenance or common-area charges must be levied in apartment complexes governed by the Maharashtra Apartment Ownership Act, 1970 (“MAOA”).

The judgment firmly establishes that such charges must be proportionate to the undivided interest (U.D.I.) of each apartment and that an equal flat-rate levy across all units is contrary to statute.

1. 1. Statutory Jurisdiction and Framework

The MAOA, enacted under the legislative competence of the State of Maharashtra, provides a complete code for the ownership, management, and maintenance of condominiums.

- Section 6(1) of the Act defines that “each apartment owner shall have an undivided interest in the common areas and facilities in the percentage expressed in the declaration,” which corresponds to the value or area of that apartment in relation to the entire property.
- Section 10 mandates that “the common profits of the property shall be distributed among, and the common expenses shall be charged to, the apartment owners according to the percentage of the undivided interest in the common areas and facilities.”
- Section 2 (g) (4) defines “common expenses” as expenses declared as common expenses by the provisions of this Act, or by the Declaration or the bye-laws ;

The Bombay High Court reaffirmed that these provisions have statutory force and are mandatory, not subject to alteration by a general-body resolution

2. Facts and the Legal Question

The “Treasure Park” condominium in Pune, comprising over 350 apartments of varying sizes (2-BHK to 4-BHK), passed a resolution to levy equal maintenance charges for all apartments, varying only the sinking-fund component. Smaller-flat owners challenged this before the Deputy Registrar of Co-operative Societies, arguing it violated Section 10 and the Deed of Declaration.

The Deputy Registrar directed that maintenance be computed based on each apartment’s undivided interest. On appeal, the Co-operative Court upheld that view, and the matter reached the Bombay High Court.

3. Key Excerpts from the Judgment

Justice Sambre directly relied on the language of Section 10, observing:

“The provisions of Section 10 of the Apartment Act ... that the common profits of the property shall be distributed among and the common expenses shall be charged to the apartment owners according to the percentage of the undivided interest in the common areas and facilities squarely applies to the case of the petitioners.”

(Bombay High Court, 4 Aug 2025; reported at SCC Online Bom [2025])

Further, the Court ruled:

“The member holding higher proportionate value and size (area) of the apartment must contribute to the common-area maintenance charges proportionately.”

And it cautioned that internal resolutions cannot override statute:

“It is seen that just because the association of Members in the condominium have in the past passed a resolution for equal maintenance, it does not mean that they / or the members are estopped from the following due process of law."

4. **Court's Findings and Principles Established**

- Mandatory Nature of Section 10: The High Court held that proportional maintenance is a statutory obligation, not an administrative choice. Any deviation—such as equal charges for unequal apartments—is ultra vires the Act.
- Doctrine of Proportionality: Since the undivided interest reflects ownership share in the common facilities, fairness demands that maintenance liabilities mirror that proportion. The Court has ruled that the Apartment Act "recognises the principle of proportionality" as essential to equitable contribution. Thus member holding higher proportionate value and size (area) of the apartment must contribute to the common area maintenance charges proportionately.
- Invalidity of Equal Levies: A general-body resolution cannot amend or nullify a statutory formula. The Court ruled that "equal levy is impermissible even if agreed by a majority, as statutory rights cannot be overridden by resolution.
- Modification of provisions of DoD not permitted through resolution: What is stated in the Deed of Declaration if not agreeable to the Members of the condominium can only be altered and modified by way of another registered instrument.

5. **Practical Implications and Summary**

- The Malpani ruling has wide applicability for condominiums and apartment associations across Maharashtra:
- Maintenance charges must be strictly proportional to the U.D.I. stated in the Deed of Declaration.
- Equal-rate resolutions are unenforceable and may be set aside on challenge, as statutory provisions override any contractual agreements.
- Managing committees should review declarations, calculate undivided interests accurately, and realign billing methods.
- Any change to the charging formula must follow statutory amendment procedures, not mere resolutions. And any amendment to the maintenance formula must be done only through a registered DoD and not merely through resolutions.
- The application of this judgement in other states, will not have a binding precedent, as MAOA is a state law, but much of the ratio enunciated by this judgement can be used in the context of suits with similar set of facts in other States, and can be applied correspondingly.

In summary, the Bombay High Court has decisively reaffirmed that "a member holding higher value and size of an apartment must contribute proportionately to maintenance", ensuring that the principle of fairness embedded in Section 10 of the Maharashtra Apartment Ownership Act governs every condominium within the State's jurisdiction.

K Raghuraman B.E, LLB, M.B.L.
Legal Advisor

The Power of Automation in Zoho CRM: Streamlining Workflows for Modern Businesses:

In today's fast-paced business landscape, the ability to automate processes is no longer a luxury—it's a survival skill.

As organizations grow, so does the complexity of their sales cycles, customer interactions, and operational routines. Sales teams juggle dozens of repetitive tasks: sending follow-up emails, updating deal stages, assigning leads, and setting reminders.

While each task is important, the manual handling of them can drain time, increase human error, and blur visibility across teams. That's where CRM's automation ecosystem comes in—bringing structure, precision, and scalability to everyday business operations.

Why Automation Matters?

Automation in CRM is designed to do more than save time. It ensures consistency, accountability, and visibility. Whether you're a growing startup or an established enterprise, automation gives your team the power to work smarter, make decisions faster, and maintain a unified process across the customer journey.

Core Automation Features in CRM

1. Workflow Rules

Workflows automate everyday actions based on specific triggers. For instance, when a new lead is created, Zoho CRM can automatically send a welcome email, schedule a follow-up, and notify the relevant manager—all without manual intervention.

This not only ensures timely communication but also keeps your team synchronized with zero lag.

2. Blueprint

Blueprints allow businesses to define their sales or service process as a sequence of connected steps—each with its own rules and responsibilities. Think of it as a digital playbook that ensures every team member follows the same process. From deal initiation to closure, Blueprint enforces discipline and makes progress traceable.

3. Assignment Rules

Leads can be automatically distributed based on geography, product interest, or rep availability. Instead of manually assigning prospects, the system ensures that the right person gets the right lead instantly. This results in faster responses, better conversions, and less internal confusion.

4. Email and SMS Automation

Personalized messages—like confirmation emails, meeting reminders, or payment notifications—can be triggered at key stages of the customer journey. Automation here ensures that no customer feels forgotten, and every interaction happens at the right moment.

5. Macro Actions and Scheduled Workflows

For recurring or bulk operations—like updating hundreds of records or sending mass reminders—Zoho CRM allows macros and time-based workflows. These tools free your sales reps from repetitive clicks and keep long-term engagements active.

The Impact of Automation: From Reactive to Predictive Operations:

The true power of automation lies in transformation, not delegation.

By freeing teams from routine work, automation shifts their focus to value creation—relationship building, strategic planning, and customer success.

With well-implemented automation:

- Sales cycles shorten because leads are routed faster.
- Follow-ups happen consistently without human oversight.
- Reports update in real time, allowing management to spot trends early.
- Customers experience smoother interactions, free from delays or missed communication.

Over time, businesses evolve from reactive problem-solving to predictive management, where data triggers insights before issues even surface.

Data-Driven Automation: The Next Step

Beyond rule-based triggers, modern CRM automation is becoming increasingly data-driven.

When integrated Analytics or Books, automation extends beyond customer interactions into operational intelligence—forecasting revenue, identifying process bottlenecks, and measuring team performance.

This is where the future of CRM lies: systems that not only act but also learn and adapt.

The Takeaway

CRM automation isn't about replacing human effort—it's about amplifying it.

By delegating repetitive work to reliable systems, businesses can concentrate on the one thing automation can't do: build authentic human relationships.

Automation, when designed with intent and insight, doesn't just make workflows faster—it makes organizations smarter.

Dipali Kumari

Upcoming Webinar Alert:

Mastering GST 9 & 9C

A focused session breaking down the key requirements, common mistakes, reconciliation challenges. for GST 9 & 9C.

Date: 29 11 2025 | Day: Saturday | Time: 04.00 PM – 05.00 PM

Registration Link: https://meet.zoho.in/huur-zis-wan

Financial year 2025 - 2026 Compliance Calendar

Disclaimer: Dates are subject to change as per notification from government authorities

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APR	MAY	JUNE	JULY	AUG	SEPT
07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT
07TH GOVT. DEDUCT	10TH GSTR 7	10TH GSTR 7	09TH ECB 2 RETURN	10TH GSTR 7	09TH ECB 2 RETURN
09TH ECB 2 RETURN	11TH GSTR 1	10TH ECB 2 RETURN	10TH GSTR 7	11TH ECB 2 RETURN	10TH GSTR 7
10TH GSTR 7	12TH ECB 2 RETURN	11TH GSTR 1	11TH GSTR 1	11TH GSTR 1	11TH GSTR 1
13TH GSTR 1 (QRMP/IFF)	13TH GSTR 1 (QRMP/IFF)	13TH GSTR 1(QRMP/IFF)	13TH GSTR 1(QRMP/IFF)	13TH GSTR 1(QRMP/IFF)	13TH GSTR 1 (QRMP/IFF)
18TH CMP - 08	20TH GSTR 3B	15TH Q4 TDS CERTIFICATE	15TH FLA RETURN	15TH Q1 TDS CERTIFICATE	15TH Q2 ADVANCE TAX 45%
20TH GSTR 3B	29TH PAS 6	15TH Q1 ADVANCE TAX 15%	18TH CMP 08	20TH GSTR 3B	20TH GSTR 3B
22ND QRMP	30TH LLP ANNUAL RETURN	20TH GSTR 3B	20TH GSTR 3B (QRMP)		30TH TAX AUDIT
25TH PMT 06	31ST TDS Q4 FILING (24-25)	30TH DPT 3	22ND QRMP		30TH DIRECTOR KYC
30TH GSTR 4	31ST FORM 61A		31ST TDS Q1 FILING (25 - 26)		
30TH MSME 1			31ST INDIVIDUAL ITR FILING		
30TH GOVT. NON DEDUCT					

OCT	NOV	DEC	JAN	FEB	MAR
07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT	07TH MONTHLY TDS PAYMENT
10TH ECB - 2 RETURN	10TH GSTR 7	09TH ECB 2 RETURN	09TH ECB 2 RETURN	10TH GSTR 7	10TH GSTR 7
10TH GSTR 7	11TH ECB 2 RETURN	10TH GSTR 7	10TH GSTR 7	11TH ECB 2 RETURN	11TH ECB 2 RETURN
11TH GSTR 1	11TH GSTR 1	11TH GSTR 1	11TH GSTR 1	11TH GSTR 1	11TH GSTR 1
13TH GSTR 1 (QRMP/IFF)	13TH GSTR 1 (QRMP/IFF)	13TH GSTR 1(QRMP/IFF)	13TH GSTR 1 (QRMP/IFF)	13TH GSTR 1 (QRMP/IFF)	13TH GSTR 1 (QRMP/IFF)
18TH CMP - 08	15TH Q2 TDS CERTFICATE	15TH Q3 ADVANCE TAX 75%	18TH CMP 08	15TH Q3 TDS CERTIFICATE	15TH Q4 ADVANCE TAX 100%
20TH GSTR 3B	20TH GSTR 3B	20TH GSTR 3B	20TH GSTR 3B	20TH GSTR 3B	20TH GSTR 3B
22ND QRMP	28TH MGT-7/MGT - 7A	31ST BELATED/REVISED ITR	22ND GSTR 3B (QRMP)	25TH PMT 06	25TH PMT 06
29TH AOC 4	29TH PAS -6	31ST GSTR - 9/9A/9C	25TH PMT 06		31ST FORM CSR - 2
30TH LLP FORM 8	30TH FINAL ITC	31ST TDS Q3 FILINGC (25 - 26)	31ST Q3 TDS FILING (25 - 26)		31ST ITR U (FY 2022 - 23)
31ST MSME 1		31ST APR RETURN			
31ST COMPANY ITR					
31ST TDS Q2 FILING (25 - 26)					

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