

	आयुक्त, सीमाशुल्ककार्यालय, कांडला OFFICE OF THE COMMISSIONER OF CUSTOMS न्युकस्टमहाउस, कांडला NEW CUSTOM HOUSE, KANDLA-370210 Phone No: 02836-271468/469, Fax No. : 02836-271467	
A	फाइलसंख्या/ File No.	CUS/LIC/MISC/237/2024-CB
B	आदेशमूलसं./ Order-in-Original No.	KND-CUSTM-000-COM-14-2024-25
C	पारितकर्ता/Passed by	M. Rammohan Rao COMMISSIONER OF CUSTOMS, KANDLA
D	आदेश की दिनांक/Date of order	13.11.2024
E	जारी करने की दिनांक/ Date of issue	13.11.2024
F	नोटीसी/ पार्टी Noticee/Party	M/s Chaks Consultant, Office No.108, 1st Floor, Plot No. 93, Rishabh Corner, Sector 8, Gandhidham, Kutch-370201
G	DIN NUMBER	2024 1171 ML 0000 584898

1. This Order - in - Original is granted to the concerned free of charge.
2. Any person aggrieved by this Order - in - Original may file an appeal under Section 129 A (1) (a) of Customs Act, 1962 read with Rule 6 (1) of the Customs (Appeals) Rules, 1982 in quadruplicate in Form C. A. -3 to:

Customs Excise & Service Tax Appellate Tribunal, West Zonal Bench,

2nd Floor, Bahumali Bhavan Asarwa, Nr. Girdhar Nagar Bridge, Girdhar Nagar, Ahmedabad - 380004

3. Appeal shall be filed within three months from the date of communication of this order.
4. Appeal should be accompanied by a fee of Rs.1000/- in cases where duty, interest, fine or penalty demanded is Rs. 5 lakh (Rupees Five lakh) or less, Rs. 5000/-in cases where duty, interest, fine or penalty

demanded is more than Rs. 5 lakh (Rupees Five lakh) but less than Rs.50 lakh (Rupees Fifty lakhs) and Rs. 10,000/- in cases where duty, interest, fine or penalty demanded is more than Rs. 50 lakhs (Rupees Fifty lakhs). This fee shall be paid through Bank Draft in favour of the Assistant Registrar of the bench of the Tribunal drawn on a branch of any nationalized bank located at the place where the Bench is situated.

5. The appeal should bear Court Fee Stamp of Rs.5/- under Court Fee Act whereas the copy of this order attached with the appeal should bear a Court Feestamp of Rs.0.50 (Fifty paisa only) as prescribed under Schedule-I, Item 6 of the Court Fees Act, 1870.

6. Proof of payment of duty/fine/penalty etc. should be attached with the appeal memo.

7. While submitting the appeal, the Customs (Appeals) Rules, 1982 and the CESTAT (Procedure) Rules, 1982 should be adhered to in all respects. 8. An appeal against this order shall lie before the Appellate Authority on payment of 7.5% of the duty demanded wise duty or duty and penalty are in dispute, or penalty wise penalty alone is in dispute.

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**BRIEF FACTS OF THE CASE:**

M/s Chaks Consultant, Office No.108, 1st Floor, Plot No. 93, Rishabh Corner, Sector 8, Gandhidham, Kutch-370201 (hereinafter referred to as the Custom Broker or CB) is holding CB License No. KDL/CHA/R/13/2012 dated 10.07.2012(PAN No. ABQPC6463J) issued by Commissioner of Customs, Kandla Customs Commissionerate for the purpose of presenting of import and export documents on behalf of their clients in terms of provisions contained under Regulation 9 (1) of Customs House Agents Licensing Regulations, 2004. The CB was also permitted to work as Custom Broker, for the purpose of presenting of import and export documents on behalf of their clients at Mundra Customs, by the Jurisdictional Principal Commissioner/ Commissioner of Customs under erstwhile Regulation 9 (2) of Customs House Agents Licensing Regulations, 2004 & Regulation 7(2) of CBLR, 2013 (now Regulations 7(4) of CBLR, 2018) and the said permissions were valid up to till the validity of parent license.

2. An offence note (offence report) dated 26.04.2024 and subsequent letters dated 08.05.2024 and 14.05.2024 was received from the Customs House, Mundra vide F. No.GEN/CB/ACTN/19/2024-CB-O/o Pr. Commr-Cus-Mundra outlining the role of the Custom Broker and for taking necessary action against the CB under the Customs Brokers

Licensing Regulation, 2018.

2.1 Whereas a complaint was received from M/s Adinath Rice Trading Co. Memari, Purba Bardhaman, West Bengal vide email dated 04/04/2024 to Customs House, Mundra regarding Misleading CFS invoice paid to CB M/s. Chaks Consultants. The said complaint was filed by the Exporter, M/s Adinath Rice Trading Co. wherein it was alleged that the said CB had forced them to make payment on false or dubious invoice which looks like malafide intention to extort extra money rather than CFS original charges. The exporter made allegation against the Invoice bearing No. BSEXP/0124/038 dated. 08.01.2024 which was sent by the CB for an amount of Rs.7,36,765/-.

2.2 After the receiving of the complaint, Customs House, Mundra has started inquiry and to verify the complaint, they have called for a report vide a letter dated 12.04.2024 from the concerned CFS i.e. M/s Ashutosh CFS (Ashutosh Container Services Pvt. Ltd.) requesting them to provide the original copy of invoice. In response, the said CFS has provided an Invoice bearing No. BSEXP/0124/038 dated. 08.01.2024 which indicates an amount of Rs.4,92,386/-.

2.3 Further, on comparison of both the invoices (submitted by M/s. Adinath Rice Trading Co. and M/s. Ashutosh CFS), it was noticed that both the Invoices bearing the same No. and Date. However, Amount of "GST on Storage & Warehouse" found forged. Invoice provided by the CFS is showing the charges in respect of "GST on Storage & Warehouse" as Rs. 3,78,187/- and the invoice submitted by the exporter is showing the same charges as Rs. 6,22,566/- (Difference of Rs. 2,44,379/-) and the said invoice was sent by the CB to the Exporter M/s Adinath Rice Trading Co. which looks like CB had tampered the invoice with an intention to get extra money rather than CFS original charges.

2.4 Whereas following the principles of natural justice, an explanation was called for from the said Customs Broker vide letter dated 12.04.2024. Customs Broker vide email dated 12.04.2024 submitted that "the difference amount of CFS was the waiver charges which was as the per terms with the CFS and they have already returned the amount to Exporter on 04.04.2024".

2.5 The CB's reply that *"the difference amount of CFS was their waiver which was as per terms with the CFS"* appears to be not proper and sustainable as there is no mention of waiver of such charges in CFS's invoice. Even, the CFS has not mentioned or submitted in their invoice or letter.

2.6 Whereas prima facie, the second invoice which was sent to the Exporter by the Customs Broker found tampered. The correct Invoice indicates total amount Rs.4,92,386/-, whereas the tampered invoice indicates amount of Rs.7,36,765/-.

2.7 In view of above, competent authority ordered to prohibit the said Customs Broker forthwith as per the provisions of regulation 15 of CBLR, 2018 at Mundra Custom House. Accordingly, the license of the said CB has been prohibited on 22.04.2024 prohibiting them in Custom House, Mundra and requested to take further necessary action, as per the provisions of the CBLR Act, 2018, in the matter being the Parent Commissionerate of the CB's License i.e. Customs House, Kandla.

3. After prohibition of CB License, the Customs Broker vide letter dated 29.04.2024 has submitted that they have made payment of differential amount to the Exporter M/s. Adinath Rice Trading Co. and M/s. Adinath Rice Trading Co. has withdrawn the Complaint against them. The said fact has been verified from the Exporter i.e. M/s. Adinath Rice Trading Co. M/s. Adinath Rice Trading Company vide their email dated 10.05.2024 has informed that "*we have received the refund amount. Hence we have withdrawn the case from Police as well as other concerned authorities. Currently we have no further complaint against Licensed CB-Chaks Consultant (PAN- ABQPC6463J).*"

**4 . Show Cause Notice dated 17.05.2024 issued under Regulation 17(1) of the CBLR, 2018 and nomination of Inquiry Officer**

4.1 The Customs Broker has violated the provisions of Regulation 10(e) of CBLR, 2018. Regulation 10 of the Customs Broker Licensing Regulations, 2018 provides details of obligations of Customs Broker. As per the Regulation 10 (e) of the CBLR, 2018, A Custom Broker shall-

*(e) Exercise due diligence to ascertain the correctness of any information which he imparts to a client with reference to any work related to clearance of cargo or baggage;*

In the instant case, the inquiry has clearly revealed that M/s. Chaks Consultant has forged the invoice No. BSEXP/0124/038 dated 08.01.2024 issued by M/s. Ashutosh CFS and submit the same to M/s. Adinath Rice Trading. The Customs Broker has *prima facie* failed to follow the provisions of Regulation 10 (e) of the CBLR, 2018.

4.2. The Customs Broker M/s. Chaks Consultant, Gandhidham failed to comply with the Regulation 10(e) of CBLR, 2018 in as much as they failed to exercise due diligence and forged the documents i.e. invoice No.BSEXP/0124/038 dated 08.01.2024 with malafide intention to force the exporter to make payment rather than the original charges billed by the M/s. Ashutosh CFS.

4.3. Whereas the Hon'ble Supreme Court in the case of Commissioner of Customs V/s. K. M. Ganatra and Co. in Civil Appeal No.2940 of 2008 approved the observation of Hon'ble CESTAT Mumbai in M/s. Noble

Agency V/s. Commissioner of Customs, Mumbai and held that:

*"A Custom Broker occupies a very important position in the Customs House and was supposed to safeguard the interests of both the importers and the Customs department. A lot of trust is kept in CB by the Government Agencies and to ensure appropriate discharge of such trust, the relevant regulation is framed. Regulation 11 of CBLR 2013 (now Regulation 10 of CBLR, 2018) lists out the obligation of the Custom Broker. Any contravention of such obligations even without intent is sufficient to invite upon CB the punishment listed in the Regulation".*

Hon'ble Supreme Court of India in above case has emphasized the position of a Customs Broker. In the instance case, M/s. Chaks Consultant failed to safeguard the interest of exporter by way of submitting forged documents. Further, even after the withdrawal of the complaint by the Exporter-M/s. Adinath Rice Trading, the fact is remain unchanged that the Customs Broker failed to discharge their obligations described under the Regulation 10 (e) of the CBLR, 2017.

4.4. Whereas the offence made by the Customs Broker M/s. Chaks Consultant does not require immediate suspension of the Customs Broker license as per the provisions of Regulation 16 of the CBLR, 2018. However, the deliberate acts and omissions on the part of said Customs Broker have rendered themselves liable for action under Regulation 18 and 14 of CBLR, 2018 read with regulation 17 of CBLR, 2018. Thus, proceedings are now being initiated in terms of Regulation 17 of CBLR, 2018.

4.5. Whereas Regulation 17 of CBLR, 2018 provides Procedure for revoking license or imposing penalty, which is submitted here-in-under:

**17. Procedure for revoking license or imposing penalty.—** (1) *The Principal Commissioner or Commissioner of Customs shall issue a notice in writing to the Customs Broker within a period of ninety days from the date of receipt of an offence report, stating the grounds on which it is proposed to revoke the license or impose penalty requiring the said Customs Broker to submit within thirty days to the Deputy Commissioner of Customs or Assistant Commissioner of Customs nominated by him, a written statement of defense and also to specify in the said statement whether the Customs Broker desires to be heard in person by the said Deputy Commissioner of Customs or Assistant Commissioner of Customs.*

(2) *The Commissioner of Customs may, on receipt of the written statement from the Customs Broker, or where no such statement has been received within the time-limit specified in the notice referred to in sub-regulation (1), direct*

the Deputy Commissioner of Customs or Assistant Commissioner of Customs, as the case may be, to inquire into the grounds which are not admitted by the Customs Broker.

(3) The Deputy Commissioner of Customs or Assistant Commissioner of Customs, as the case may be, shall, in the course of inquiry, consider such documentary evidence and take such oral evidence as may be relevant or material to the inquiry in regard to the grounds forming the basis of the proceedings, and he may also put any question to any person tendering evidence for or against the Customs Broker, for the purpose of ascertaining the correct position.

(4) The Customs Broker shall be entitled to cross-examine the persons examined in support of the grounds forming the basis of the proceedings, and where the Deputy Commissioner of Customs or Assistant Commissioner of Customs declines permission to examine any person on the grounds that his evidence is not relevant or material, he shall record his reasons in writing for so doing.

(5) At the conclusion of the inquiry, the Deputy Commissioner of Customs or Assistant Commissioner of Customs, as the case may be, shall prepare a report of the inquiry and after recording his findings thereon submit the report within a period of ninety days from the date of issue of a notice under sub-regulation (1).

(6) The Principal Commissioner or Commissioner of Customs shall furnish to the Customs Broker a copy of the report of the Deputy Commissioner of Customs or Assistant Commissioner of Customs, as the case may be, and shall require the Customs Broker to submit, within the specified period not being less than thirty days, any representation that he may wish to make against the said report.

(7) The Principal Commissioner or Commissioner of Customs shall, after considering the report of the inquiry and the representation thereon, if any, made by the Customs Broker, pass such orders as he deems fit either revoking the suspension of the license or revoking the license of the Customs Broker within ninety days from the date of submission of the report by the Deputy Commissioner of Customs or Assistant Commissioner of Customs, under sub-regulation (5):

Provided that no order for revoking the license shall be passed unless an opportunity is given to the Customs Broker to be heard in person by the Principal Commissioner of Customs or Commissioner of Customs, as the case may be.

(8) Where in the proceedings under these regulations, the Principal Commissioner of Customs or Commissioner of Customs, as the case may be, comes to a conclusion that the

*F card holder is guilty of grounds specified in regulation 14 or incapacitated in the meaning of the said regulation, then the Principal Commissioner of Customs or Commissioner of Customs may pass an order imposing penalty as provided in regulation 18:*

*Provided that where an order is passed against an F card holder, he shall surrender the photo identity card issued in Form F forthwith to the Deputy Commissioner of Customs or Assistant Commissioner of Customs.*

*(9) Where in an offence report, charges have been framed against an F card holder in addition to the Customs Broker who has been issued a license under regulation 7, then procedure prescribed in regulations 16 and 17 shall be followed mutatis mutandis in so far as the prescribed procedure is relevant to the F card holder:*

*Provided that where any action is contemplated against a G card holder alone under these regulations, then instead of authority referred to in sub-regulation (8), a Deputy Commissioner or Assistant Commissioner rank officer shall pass such order as mentioned in the said sub-regulation along with debarring such G card holder from transacting the business under these regulations for a period of six months from such order.*

*Provided further that where an order is passed against a G card holder, then he shall surrender the photo identity card issued in Form G forthwith to the Deputy Commissioner of Customs or Assistant Commissioner of Customs.*

*Explanation.—Offence report for the purposes of this regulation means a summary of investigation and prima facie framing of charges into the allegation of acts of commission or omission of the Customs Broker or a F card holder or a G card holder, as the case may be, under these regulations thereunder which would render him unfit to transact business under these regulations.*

4 . 6 Whereas as per Regulation-14 of Customs Brokers Licensing Regulations, 2018, the Principal Commissioner or Commissioner of Customs may, subject to the provisions of regulation 17, revoke the license of a Customs Broker and order for forfeiture of part or whole of security, on any of the following grounds, namely:—

- (a) failure to comply with any of the conditions of the bond executed by him under regulation 8;
- (b) failure to comply with any of the provisions of these

- regulations, within his jurisdiction or anywhere else;*  
(c) *commits any misconduct, whether within his jurisdiction or anywhere else which in the opinion of the Principal Commissioner or Commissioner of Customs renders him unfit to transact any business in the Customs Station;*  
(d) *adjudicated as an insolvent;*  
(e) *of unsound mind; and*  
(f) *convicted by a competent court for an offence involving moral turpitude or otherwise.*

4.7. Whereas as per Regulation 18 of CBLR, 2018, the Principal Commissioner or Commissioner of Customs may impose penalty not exceeding fifty thousand rupees on a Customs Broker or F card holder who contravenes any provisions of these regulations or who fails to comply with any provision of these regulations.

4.8. As mentioned in previous Paras that the Custom Broker has contravened/failed to comply with the provisions of Regulation 10 (e) of CBLR, 2018 and the deliberate acts and omissions on the part of said Customs Broker have rendered themselves liable for penal action under Regulation 18 of CBLR, 2018 including revocation of license, forfeiture of part or whole of security under regulation 14 of CBLR, 2018 read with regulation 17 of CBLR, 2018.

4.9. Accordingly, in terms of Regulation 17 of Customs Brokers Licensing Regulations, 2018, Shri Shrikant Mantri, Deputy Commissioner of Customs, Custom House Kandla was nominated as the inquiry Officer in the case. M/s. Chaks Consultant was required to submit within 30 days of the issuance of present Show Cause Notice, a written statement of defense against the charges in the preceding paras before the Inquiry Officer.

4.10. The Inquiry Officer shall submit a report within 90 days of the issuance of the Show Cause Notice to the Commissioner of Customs, Custom House Kandla. On receipt of the inquiry report, the same shall be shared with the CB for their comments.

4.11. In view of the offence report received from Customs House, Mundra, Show Cause Notice F. No. CUS/LIC/MISC/237/2023-CB dated 17.05.2024 was issued the Customs Broker-M/s Chaks Consultant by the Commissioner, Customs House, Kandla for nomination of the Deputy/Assistant Commissioner for inquiry and M/s. Chaks Consultant was called upon to show cause to the Commissioner of Customs, Custom House, Kandla as to why:

- (i) The Customs Broker License No. KDL/CHA/R/13/2012 dated 10.07.2012 (PAN No. ABQPC6463J), issued to them should not be revoked under Regulation 14 of Customs Brokers Licensing Regulations, 2018 read with regulation 17



of CBLR,2018.

(ii) The security furnished by the Customs Broker for issuance of Customs Broker License No.KDL/CHA/R/13/2012 dated 10.07.2012 (PAN No.ABQPC6463J) should not be forfeited under Regulation 14 of CBLR,2018 read with regulation 17 of CBLR,2018.

(iii) Penalty should not be imposed on them in terms of Regulation 18 of Customs Brokers Licensing Regulations, 2018 read with Regulation 17 of CBLR,2018 for failure to comply with provisions of Regulation 10(e) of CBLR, 2018.

**5 Inquiry Report dated 14.08.2024 in pursuance of SCN F. No.CUS/LIC/MISCy237/2023-CB dated 17.05.2024 in respect of M/s. Chaks Consultant done by the Deputy Commissioner, Customs House, Kandla.**

5.1 The CB has made its submission vide their letter dated 11.06.2024 in response to above Show Cause Notice dated 17.05.2024. In their submission the CB has denied all the allegations and averments levelled in the SCN. The CB has stated in its submission that the complaint dated 01.04.2024 is addressed to the Police Officer at Manteshwar Police Station was directed against M/s Chaks Shipping Consolidators and not against M/s Chaks Consultant.

5.2 Further, the CB in its submission referred to the definition of Customs broker as per the provisions of Regulation 2(d) of CBLR, 2018. They further stated that making arrangements for storage and warehousing of Import or export of goods is not among the obligations cast upon the Custom broker as enshrined in the Regulation 10 of CBLR, 2018. For this purpose the exporter took the services of a shipping & forwarding agent, namely M/s Chaks Shipping Consolidator to assist them in negotiating storage & warehousing of their export cargo with the CFS. According to the CB, the complaint dated 01.04.2024 contains repeated references to M/s Chaks Shipping Consolidator.

5.3 The CB further submitted that the alleged forgery of the invoice issued by the CFS is not in their knowledge, leave aside perpetrating the forgery and passing any forged document to the exporter.

5.4 The CB also submitted that in the present case, the grievances were raised by the exporter against the forwarder and the same has been redressed by the latter to their satisfaction resulting in withdrawal of the same.

**Personal Hearing before inquiry officer in respect of SCN dated 17.05.2024:**

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5.5 Before deliberating and deciding the matter, as a principal of natural justice, it was necessary to give the concerned CB an opportunity to give their statement in this respect. Therefore, vide letter dated 24.07.2024, the CB was requested to appear for personal hearing scheduled on 25.07.2024.

5.6 Shri Surojit Chakraborty, Proprietor of M/s Chaks Consultant appeared for personal hearing in this matter. He gave his statement in this matter, which is as below:

**Q. Introduce yourself and your relation to M/s. Chaks Consultant?**

Ans. Shri Surojit Chakraborty said that he is the proprietor of his firm Chaks Consultant.

**Q. What is the nature of business of M/s. Chaks consultant?**

Ans. Shri Chakraborty explained that he is the F card holder of Custom broker license and his firm M/s. Chaks Consultant is engaged in providing services of custom broker to importer/export in clearing their goods from Customs after complying with all the rules and regulations.

**Q. Are you aware that your exporter M/s. Adinath Rice Trading Co. has made a complaint against you that you have forced them to make payment on false or dubious invoice bearing No. BSEXP/0124/038 dated 08/01/2024 to extort extra money from them?**

Ans. Shri Chakraborty said that actually M/s. Adinath Rice Trading Co. have made complaint in respect of invoice no. BSEXP/0124/038 dated 08/01/2024, but the said complaint was made against M/s. Chaks Shipping Consolidator as shipping and forwarding company and not us. M/s. Adinath Rice Trading Co. has taken the services from a forwarder M/s. Chaks Shipping Consolidator and made complaint against them and not Chaks Consultant.

**Q. Kindly explain whether M/s. Chaks Consultant and M/s. Chaks Shipping Consolidator are one and same or otherwise?**

Ans. Shri Chakraborty said that M/s. Chaks consultant and M/s. Chaks Shipping Consolidator are not same but are two different entities with separate GSTIN/PAN. M/s. Chaks Consultant is the proprietorship firm of him and M/s. Chaks Shipping and Consolidator is proprietorship firm of Shri Shubendu Chakraborty.

**Q. On showing him both the invoices i.e. the original one issued by M/s. Ashutosh Container Services Pvt. Ltd. bearing no. BSEXP/0124/038 dated 08/01/2024 for an amount of Rs. 4,92,386/- and the alleged invoice with same**

**invoice no. for an amount of Rs. 7,36,735/-, he was asked to comment on this as to whether both the invoices are genuine?**

Ans. In response to this, Shri Chakraborty stated that the invoice bearing No. BSEXP/0124/038 dated 08/01/2024 for an amount of Rs.4,92,386/- was issued by M/s. Ashutosh Container Services Pvt. Ltd. and the same was forwarded to M/s. Chaks Shipping Consolidator for onward submission to M/s. Adinath Rice Trading Co. He further, stated that he has no knowledge about the alleged invoice bearing no. BSEXP/0124/038 dated 08/01/2024 for an amount of Rs. 7,36,735/-.

**Q. Who has made payment to M/s. Ashutosh Container Services Pvt. Ltd. and for what amount?**

Ans. Shri Chakraborty said that M/s. Chaks Consultant has made payment to M/s. Ashutosh Container Services Pvt. Ltd. against the Invoice No. BSEXP/0124/038 dated 08/01/2024 and Rs.4,92,386 was paid to M/s. Ashutosh Container Services Pvt. Ltd as per the invoice raised in the name of M/s. Chaks Consultant.

**Q. What was the amount paid by M/s. Adinath Rice Trading Co. i.e. the exporter to M/s. Chaks Consultant?**

Ans. Shri Chakraborty stated that M/s. Adinath Rice Trading Co. has made advance payment of Rs. 7,42,000/- to M/s. Chaks Consultant.

**Q. Why M/s. Adinath Rice Trading Co. has made excess payment to M/s. Chaks Consultant?**

Ans. M/s. Adinath Rice Trading Co. has not paid the excess amount to Chaks Consultant reason being Ashutosh CFS Invoice No. BSEXP/0124/038 dated 08/01/2024 for Rs.4,92,386/- issued in the name of M/s. Chaks Consultant was forwarded as it is to M/s. Chaks Shipping Consolidator through whom the business was executed. After that when the payment in advance is received from M/s. Adinath Rice Trading Co. to M/s. Chaks Consultant, the excess amount of Rs. 2,40,000/- was returned to M/s. Chaks Shipping Consolidator.

**Q. Have you returned the excess amount to M/s. Adinath Rice Trading Co.?**

Ans. As we got to know that we have received excess payment from M/s. Adinath Rice Trading Co., we inquired with M/s. Chaks Shipping Consolidator about the same and they said that the excess money is required to be refunded after the final bill is received from M/s. Ashutosh Container Services Pvt. Ltd. He further stated that the excess amount was paid by Shri Shubendu proprietor of M/s. Chaks Shipping Consolidator in different instalments.

**Q. Have you returned this excess payment to M/s. Chaks**

**Shipping Consolidator?**

*Ans. Shri Chakraborty said that they have transferred Rs. 2,40,000/-to M/s. Chaks Shipping Consolidator on 08/01/2024 which was received in excess from M/s. Adinath Rice Trading Co.*

**Q. Do you want to say anything more in this matter?**

*Ans. Shri Chakraborty said that as a CB M/s. Chaks consultant has not done anything wrong in this matter. As far as the alleged invoice is concerned, the same was done by M/s. Chaks Shipping Consolidator and not by them. Further, the entire communication with respect to the billing amount was done by Shubendu i.e. proprietor of M/s. Chaks Shipping Consolidator. Also, the exporter M/s. Adinath Rice Trading Co. has withdrawn its complaint which was lodged against M/s. Chaks Consolidator at Mundra Customs. Further, Mundra Customs has lifted the prohibition on the CB. Further, I also reiterate the submission made on 11/06/2024 in response to the SCN issued vide F.No. CUS/LIC/MISC/237/2023-CB dated 17/05/2024.*

5.7 In this matter, vide letter dated 05.08.2024, M/s. Ashutosh Container Services Pvt. Ltd. (i.e. CFS) was also requested to send their representative and submit all the relevant documents to this office during their personal hearing fixed on 07.08.2024. In response to which, Shri C.R. Panda appeared on behalf of M/s. Ashutosh Container Services Pvt. Ltd. and submitted a letter along with the copy of invoice bearing No.BSEXP/0124/038 dated 08.01.2024 for an amount of Rs.4,92,386/-. He, further, said that they have issued only that invoice to M/s. Chaks Consultant and also received the said payment from M/s. Chaks Consultants.

**Discussion and findings on the Inquiry Report in respect of SCN dated 17.05.2024:**

5.8 On carefully going through all the records and evidence available on record as well as submissions made by M/s. Chaks Consultant. The inquiry was conducted to look into the complaint made by M/s. Adinath Rice Trading Co. regarding misleading CFS invoice bearing No.BSEXP/0124/038 dated 08/01/2024 for an amount of Rs.7,36,735/-.

5.9 M/s Chaks Consultant has provided Custom Broker services to M/s. Adinath Rice Trading Co. in respect of their export cargo of "INDIAN PRBOILED RICE" vide Shipping Bill No.6263869 dated 23.12.2023.

5.10 A complaint was received from M/s. Adinath Rice Trading Co. Memari, Purba Bardhaman, West Bengal vide email dated. 04.04.2024 at Customs House, Mundra regarding Misleading CFS invoice paid to CB M/s. Chaks Consultants. The said complaint was filed by the Exporter, M/s Adinath Rice Trading Co. wherein it was alleged that the said CB had forced them to make payment on false or dubious invoice which looks

like malafide intention to extort extra money rather than CFS original charges. The exporter made allegation against the Invoice bearing No. BSEXP/0124/038 dated: 08.01.2024 which was sent by the CB for an amount of Rs.7,36,765/-.

5.11 After the receiving of the complaint, Customs House, Mundra has started inquiry and to verify the complaint, they have called for a report vide a letter dated 12.04.2024 from the concerned CFS i.e. M/s Ashutosh CFS (Ashutosh Container Services Pvt. Ltd.) requesting them to provide the original copy of invoice. In response, the said CFS has provided an Invoice bearing No.BSEXP/0124/038 dated. 08.01.2024 which indicates an amount of Rs.4,92,386/-.

5.12 From the offence note, it was noticed that on comparison of both the invoices (submitted by M/s. Adinath Rice Trading Co. and M/s. Ashutosh CFS), it was noticed that both the Invoices bearing the same No. and Date. However, Amount of "GST on Storage & Warehouse" found forged. Invoice provided by the CFS was showing the charges in respect of "GST on Storage & Warehouse" as Rs.3,78,187/- and the invoice submitted by the exporter was showing the same charges as Rs.6,22,566/- (Difference of Rs.2,44,379/-) and the said invoice was sent by the CB to the Exporter M/s Adinath Rice Trading Co. which looked like CB had tampered the invoice with an intention to get extra money rather than CFS original charges.

5.13 Following the principles of natural justice, an explanation was called for from the said Customs Broker vide letter dated 12.04.2024. Customs Broker vide email dated 12.04.2024 submitted that *"the difference amount of CFS was the waiver charges which was as per the terms with the CFS and they have already returned the amount to Exporter on 04.04.2024"*. The CB's reply that *"the difference amount of CFS was their waiver which was as per terms with the CFS"* appears to be not proper and sustainable as there is no mention of waiver of such charges in CFS's invoice. Even, the CFS has not mentioned or submitted in their invoice or letter. Whereas, prima facie, the second invoice which was sent to the Exporter by the Customs Broker was found tampered. The correct Invoice indicated total amount Rs.4,92,386/-, whereas the tampered invoice indicates amount of Rs.7,36,765/-.

5.14 In view of this, consequent upon completion of inquiry at Mundra Custom House, the license of the said CB has been prohibited by Mundra Customs and requested Customs House Kandla to take necessary action as per the provisions of the CBLR Act, 2018, in the matter being the Parent Commissionerate of the CB's License i.e. Customs House, Kandla.

5.15 On going through the invoice bearing No.BSEXP/0124/038 dated 08.01.2024 for an amount of Rs.4,92,386/- which was submitted by the representative of M/s. Ashutosh Container Services Pvt. Ltd. during the course of personal hearing, it was observed that original invoice was

indeed issued for an amount of Rs.4,92,386/- only and from the submission of M/s. Ashutosh Container Services Pvt. Ltd., it was observed that the said amount was paid by M/s. Chaks Consultant.

5.16 While going through the email dated 08/01/20024 at 10:18 Hrs. sent by Shubendu from his email id "shubendu@chaksconsultant.com", it was observed that he mentioned to not move out any of the containers till we i.e. the CHA do not get pending CFS payment of Rs. 2,42,000/-. The email is reproduced below:

*"Dear Kundan Da, Shubham Sir,*

*Greetings !*

*Despite of repeatedly requestings and giving authentic proofs Adinath has still not given the pending payment.*

*We and CFS both are tired now handling irrelevant calls with many of the influences by cross checking the amounts of CFS and other things. If it was such, why did you people intervene my company at the time of execution of the shipment???*

*On the trust of person we do business but this transaction shown up Distrust to the CHA sir, which is not adequate please.*

*I will not Move out any of the containers till we Do not get pending CFS payment of Rs.2,42,000/- as per the calculation given in my previous mail."*

5.17 Further, while going through the email dated 11.01.2024 sent at 15:56 Hrs. by modern Freight (i.e. Forwarder) to shubendu@chaksconsultant.com among others, it was noticed that M/s. Adinath Rice Trading Co. has made an advance payment of Rs.7,42,000/- to M/s. Chaks Consultant regarding CFS total amount however, no tax invoice of CFS was received by the exporter. In the same mail, the forwarder asked Shubendu to arrange the CFS invoice.

5.18 I was noticed that M/s Adinath Rice Trading Co. was provided CFS invoice bearing No.BSEXP/0124/038 dated 08/01/2024 for an amount of Rs.7,36,765/-. Here it was noted that, as per the statement of the CB, they had given Invoice No.BSEXP/0124/038 dated 08/01/2024 for Rs.4,92,386/- to M/s. Chaks Shipping Consolidator for onward submission to the exporter. However, it appeared that Shri Shubendu had given the said alleged invoice to M/s. Adinath Rice Trading Co. Further, the CB said that the entire communication with respect to the billing amount was done by Shubendu i.e. proprietor of M/s. Chaks Shipping Consolidator.

5.19 However, while going through the email conversations between Shubendu and the exporter/forwarder, it was noticed that the email id through which emails were sent to the exporter was

"shubendu@chaksconsultant.com. It appeared that Shri Shubendu was working on behalf of M/s. Chaks Consultant as the email id of his was made under domain of @chaksconsultant.com.

5.20 The CB has submitted Bank account statement of M/s. Chaks Consultant wherein an amount of Rs.2,40,000/- was transferred to M/s. Chaks Shipping Consolidator.

5.21 From the SCN, it was noticed that as a principle of natural justice, Mundra Customs has called for an explanation from the CB in the matter. The CB, in his defense, has replied that *"the difference amount of CFS was the waiver charges which were as per terms with the CFS and they have already returned the amount to the exporter on 04/04/2024"*. From the reply of CB, it was observed that the CB has nowhere contested that the complaint was not made against them but against M/s. Chaks Shipping Consolidator. Further, they mentioned that the difference was waiver charges but nothing of that sort was mentioned in the CFS invoice as submitted by M/s. Ashutosh Container Services Pvt. Ltd. (i.e. CFS).

5.22 The CB, along with its submission, also submitted an email sent by M/s. Adinath Rice Trading Co. wherein it was mentioned that they were formally withdrawing the complaint lodged against M/s Chaks Consolidators, registered under the reference dated 4<sup>th</sup> April 2024. That pertained to the allegations of misleading customs bonded CFS invoice fraud as detailed in his prior correspondence.

5.23 From the above discussion and findings, it was concluded that M/s. Ashutosh Container Services Pvt. Ltd. had issued the invoice No.BSEXP/0124/038 dated 08/01/2024 for an amount of Rs.4,92,386/- and the same was paid by M/s. Chaks Consultant. However, it was also concluded that the invoice which the exporter received was a forged one for an amount of Rs.7,36,765/- upon which excess amount was paid by the exporter to the CB i.e. M/s. Chaks Consultant.

5.24 It was concluded that the entire work of clearance for M/s. Adinath Rice Trading Co. was looking after by Shri Shubendu Chakraborty on behalf of the CB i.e. M/s. Chaks Consultant. Although the CB has said that they have forwarded the CFS invoice to M/s. Chaks Shipping Consolidator but they could not produce any concrete evidence such as e-mail etc. which suggest that the invoice was forwarded to M/s. Chaks Shipping Consolidator for onward submission to the exporter M/s. Adinath Rice Trading Co. Furthermore, all the email conversation between Shubendu and exporter/forwarder was done from the email id of "shubendu@chaksconsultant.com" which suggested otherwise that Shri Shubendu was working on behalf of the CB and was dealing with the exporter on behalf of M/s. Chaks Consultant. The email id was also made under the domain of chaksconsultant.com.

5.25 Although the excess amount was refunded to the exporter, but it did not mean that nothing wrong was done by the CB or his representative. As the CB has said that invoice was forged by M/s. Chaks Shipping Consolidator but no concrete evidence for the same was provided by the CB to substantiate his claim. The invoice was tempered by Shri Shubendu who appeared to be working on behalf of M/s. Chaks Consultant. The CB cannot absolve himself by merely stating that Shri Shubendu has tempered the invoice without his knowledge on his own in his capacity as proprietor of M/s. Chaks Shipping Consolidator when all the email correspondence was done from the email id of Shubendu "shubendu@chaksconsultant.com". Further the entire payment of Rs.7,42,000/- was also received in the account of M/s. Chaks Consultant. Further, the CB could not provide any concrete evidence which could suggest that alleged misleading invoice was not given by him or his representative to the exporter. The CB should have had the complete knowledge of all the dealings done on his behalf.

**Conclusion by the Inquiry Officer:**

5.26 From the above discussion and findings, the Inquiry Officer concluded that a tempered/forged invoice was given to the exporter M/s. Adinath Rice Trading Co. by Shri Shubendu Chakraborty (who appears to be working for or on behalf of M/s. Chaks Consultant) on which excess amount was received by M/s. Chaks Consultant. Therefore, the CB i.e. M/s. Chaks Consultant was found guilty of the offence as mentioned in the offence note issued by the Customs House Mundra as well as mentioned in the SCN issued to the CB.

**6. Representation made by the CB in respect of Inquiry Report:**

The Customs Broker vide letter dated 10.09.2024 made the following representation in respect of the above Inquiry Report dated 14.08.2024:

*I, Surojit Chakraborty, Proprietor of M/s Chaks Consultant, Custom Broker firm, have received Inquiry Report dated 14.08.2024 issued by Ld. Deputy Commissioner, Custom House, Kandla with reference to the SCN, inter alia alleging breach of Regulation 10 (e) of Customs Brokers Licensing Regulations, 2018 ("CBLR,2018").*

*2. In this regard, I hereby make the following representation in terms of Regulation 17(6) of CBLR,2018 for kind consideration by your Honour:*

*2.1 It is submitted Ld. Inquiry Officer has arrived at the following conclusions in the Inquiry Report prepared by him:*



SI No	Equipment Name (8/16/24/48) Port/Aggregation Switch	Serial Number of the equipment(As mentioned on the box)	Remarks
1	Aggregation/Distribution Switch	AA-3324-12-011G	
2	Aggregation/Distribution Switch	AA-3324-12-011K	
3	SFPs		
4	Power Adapter		

Site Address	Customs House, Kandla, Near Balaji Temple - 370210		
Site Code	GJ-KDL-01		
Details of Resident Engineer		Details of verifying CBIC Officer (Systems Manager/Nodal Officer)	
Sign		Sign	
Name		Name	
Mob No.		Designation	
Email ID.		Email ID.	

*Arjun*

- (i) Tampered/forged invoice was given to the exporter M/s. Adinath Rice Trading Co. by Shri Shubendu Chakraborty, and
- (ii) Shri Shubendu Chakraborty appears to be working for or on behalf of M/s. Chaks Consultant.

2.2 The above conclusion is drawn on the basis of email id shubendu@chaksconsultant.com bearing domain name of M/s. Chaks Consultant.

2.3 The Inquiry Report in noting that "The CB should have had the complete knowledge of all the dealings done on his behalf" fairly concedes that the CB was not aware about the communication exchanged between Shri Shubendu and the exporter regarding invoice received from M/s. Ashutosh Container Services Pvt. Ltd.

3. It is in the above backdrop that Ld. Inquiry Officer has not found the genuineness of CB although all the supporting documents with explanations were given that the CB is not guilty, and CB is not knowing the offence mentioned in the offence report issued by the Customs House, Mundra as well as mentioned in the SCN issued to them.

4. The SCN alleges breach of Regulation 10 (e) of CBLR, 2018, which, enjoins upon a CB to exercise due diligence to ascertain the correctness of any information which he imparts to a client with reference to any work related to clearance of cargo or baggage.

5. It may be kindly appreciated that the grievance reported by the exporter to Custom House, Mundra was not regarding any clearance related issue. But it was a commercial issue involving CFS charges payable by the exporter to CFS, which is a post exports process.

As such, in our humble submission, Regulation 10 (e) of CBLR, 2018 is not attracted in a commercial dispute involving CFS charges payable by the exporter to CFS.

6. Nonetheless, in the facts and circumstances where Ld. Inquiry Officer has given findings contained in para 2.1 (ii) above, we hereby advance following to rebut the findings of Ld. Inquiry Officer:

6.1 In the course of inquiry, Ld. Inquiry Officer recorded statement of undersigned, being the 'F'-Card holder and proprietor of CB firm, wherein, it was categorically clarified that Shri Shubendu Chakraborty was running his own proprietorship firm, namely, M/s. Chaks Shipping and Consolidator, which was independent of the CB firm. Ld. Inquiry Officer has nowhere rebutted this factual position.

6.2 Before concluding that Shri Shubendu Chakraborty was working for or on behalf of M/s. Chaks Consultant, Ld. Inquiry Officer ought to have recorded statement of Shri Shubendra Chakraborty. He has neither recorded his statement nor asked any specific question to the undersigned in this regard.

7. The inference that Shri Shubendu Chakraborty "appeared" (sic) to be working for or on behalf of CB is based solely on the evidence that Shri Shubendu was found to use email id having domain registration of CB.

7.1 In this regard, it is submitted that to ensure smooth functioning of my CB business and expeditious service to clients, I have allocated and registered following email id with domain name "Chaksconsultant.com". Shri Shubendu was allocated id to create synergy between the clearing and forwarding, transportation, warehouses and other auxiliary services related to the business carried out by him in his independent capacity in the name & style of M/s. Chaks Shipping & Consolidator with Customs clearance work looked after by me, firm and not for any interaction with clients over Customs clearance matters. This fact could have been verified by Ld. Inquiry Officer by causing proper inquiry with Shri Shubendu Chakraborty by way of recorded his statement and at the same time putting specific questions to me also. Further, no statement of exporter is also recorded. In absence of all this, Ld. Inquiry Officer could not have concluded that Shri Shubendu worked for and on behalf of CB.

7.2 Moreover, no evidence is cited in the Inquiry Report to show that Shri Shubendu received any incentive from CB.

7.3 Hence, it is submitted merely because Shri Shubendu Chakraborty inadvertently used id allocated to him for synergy purpose for communication with the exporter, it cannot be assumed that he was working on or behalf of M/s. Chaks Consultancy, although all the documents pertaining to proprietorship of him was shown to learned officer.

8. As regard to Regulation 10 (e) of CBLR, 2018, it may be duly appreciated that immediately upon learning about the anomaly in the communication made by Shri Shubendu Chakraborty, the CB had immediately rectified the same to the satisfaction of exporter (which is duly appreciated in the Inquiry Report also) and Shri Shubendu Chakraborty has been removed from the domain of CB.

9. In view of above submissions, it is prayed to condone the lapse, if any, on the part of CB and drop the proceedings that has the potential of depriving all of us of our livelihood.

## **7. Personal Hearing & Defense submission/ Representation**

A personal hearing was fixed on 25.09.2024 and Shri Surojit Chakraborty orally sought adjournment and next hearing was fixed on 16.10.2024. Shri Surojit Chakraborty appeared on 16.10.2024 for personal hearing and reiterated their reply submitted on 11.06.2024 in respect of SCN; reply dated 10.09.2024 in respect of Inquiry Report and made submission dated 25.09.2024 submitted during personal hearing on 16.10.2025. He stated that he would like to file another and final reply and he submitted the final reply on dated 24.10.2024.

### **7 . 1 Submission dated 25.09.2024 submitted on 16.10.2024 during PH by the CB before the Commissioner**

*I, the undersigned, Surojit Chakraborty, Proprietor of M/s Chaks Consultant, Custom Broker firm, express gratitude for extending the opportunity of personal hearing pursuant to Inquiry Report dated 14.08.2024 issued by Ld. Deputy Commissioner, Custom House, Kandla with reference to the SCN, inter alia alleging breach of Regulation 10 (e) of Customs Brokers Licensing Regulations, 2018 ("CBLR,2018"). I have already filed representation dated 10.09.2024 rebutting the alleged breach. I hereby reiterate the same.*

*2. Further to above, I hereby make the following submission for due consideration by your Honour:*

*2.1 The cause to conduct inquiry arose on account of an "offence note" dated 26.04.2024 issued by Assistant Commissioner, Custom House, Mundra addressed to Deputy/Assistant Commissioner of Customs, Customs Broker Section (CBS), Custom House, Kandla, with a following request:*

*"8. Hence, it is requested to take further necessary action, as per the provisions of the CBLR Act,2018, in the matter being the Parent Commissionerate of the CB's License and send intimation thereof to this office"*

*2.2 Pursuant to above, I was issued Show Cause Notice dated 17.05.2024 inter alia alleging breach of Regulation 10 (e) of Customs Brokers Licensing Regulations, 2018 (CBLR, 2018) and an Inquiry Officer was appointed to cause an inquiry.*

*2.3 The Inquiry Officer has come to the following conclusion:*

*"From the above discussion and findings, I hereby conclude that a tempered/forged invoice was given to the exporter M/s. Adinath Rice Trading Co. by Shri Shubendu Chakraaborty (who*

appears to be working for or on behalf of M/s. Chaks Consultant) on which excess amount was received by M/s. Chaks Consultant. Therefore, the CB i.e. M/s. Chaks Consultant is found guilty of the offence as mentioned in the offence note issued by the Customs House Mundra as well as mentioned in the SCN issued to the CB".

3. At the outset, it is my respectful submission that this case is not about evasion or non-payment or short payment of any government dues including Customs duty. The entire issue is about CFS charges payable by the exporter to CFS.

3.1 It may be kindly appreciated that Ld. Inquiry Officer has nowhere found that I have committed breach of Regulation 10 (e) of CBLR, 2018.

3.2 In essence, he has observed that CB is "guilty of the offence" without actually examining the provisions of sub-regulation (e) and without even holding me personally responsible for the alleged "guilt".

3.3 For the ease of ready reference, sub-regulation (e) requires a Custom Broker to

“(e) Exercise due diligence to ascertain the correctness of any information which he imparts to a client with reference to any work related to clearance of cargo or baggage.”

3.4 Ld. Inquiry Officer has come to a conclusion that Shri Shubendu Chakraborty gave one "tampered/forged" invoice to the exporter M/s/ Adinath Rice Trading Co.

3.5 It is further observed that Shri Shubendu Chakraborty "appears to be working for and on behalf of M/s. Chaks Consultant" (sic).

3.6 However, neither Shubendu Chakraborty has stated that he was working for and on behalf of my CB firm (even his statement has not been recorded) nor any specific question was put to me in this regard.

3.7 The only piece of evidence on which reliance is placed by Ld. Inquiry Officer is the email domain used by Shri Shubendu Chakraborty was that of my CB firm. This email id was one among 05 email ids being used by my CB firm.

3.8 However, there is no evidence to show that he had transmitted the invoice of CFS to the exporter with my knowledge. Ld. Inquiry

Officer could have easily verified that Shri Shubendu Chakrabroty is engaged in operating an independent forwarding firm and as such, he had no connection with my CB firm. He was permitted to use one id of our domain only to achieve synergy between my CB firm and his forwarding business. He has since been appropriately admonished and stopped from using any email id connected with my CB firm.

3.9 Your Honour may kindly appreciate that sub-regulation (e) is comprising of 02 parts:

- (i) Imparting of information by CB to client with reference to any work related to clearance of cargo or baggage; and
- (ii) Exercise due diligence to ascertain the correctness of such information

3.10 In this case, it is a matter of record that neither exporter had sought nor I had imparted any information regarding CFS charges since it was outside the scope of the scope of CB job.

3.11 Nevertheless, when the exporter received the invoice of CFS showing any amount which he thought was higher, from Shri Shubendu who used our domain (instead of his forwarding firm), he raised his grievance.

3.12 In keeping with statutory obligation cast upon CB in terms of sub-regulation (e) above, I, being the proprietor had immediately caused verification with CFS and took corrective measures by refunding the difference that was credited by exporter in our account owing to transmission of above invoice. Hence, in my respectful submission, sub-regulation (e) was duly complied with.

3.13 The findings of Ld. Inquiry Officer also establish that I was not aware about transmission of aforesaid invoice. In para 4.20, it is clearly observed that:

*"...The CB should have had the complete knowledge of all the dealings done on his behalf"*

(Underlining

Supplied)

3.14 It is respectfully submitted that sub-regulation (e) does not contain any embargo against taking corrective measure by a CB in the facts and circumstances where he falls a victim of circumstances. Nevertheless, once the grievance of client is immediately redressed and the complaint is also withdrawn (even before issuance of the show cause notice), the averment contained in para 13 of the notice that the Customs Broker failed to discharge

their obligation described under the Regulation 10 (e) of CBLR, 2018 and consequential penal action proposed in the notice, is no longer warranted.

4. In view of the above, it is prayed to drop the proceedings and oblige.

**7.2 Final Submission dated 25.10.2024 made by the CB before the Commissioner**

Shri Subhendu Chakraborty is engaged in operating an independent forwarding firm name as Chaks Shipping consolidator which is a separate entity having separate PAN and GST registration.

He had no connection with my CB firm. However which was permitted to use in our email domain only to achieve synergy between my CB firm and his forwarding business.

He has since been appropriately and admonished and stopped using any email id from my CB firm.

The offence report of investigation officer at Kandla indicates that CB vide email dated -12.04.2024 informed that the difference amount was waiver charges given by CFS. The above mail was sent by Shri Subhendu Chakraborty in casual manner through email id shubendu@chaksconsultant.com without my knowledge.

However, on enquiry with shri Subhendu Chakraborty regarding this waiver charges, he submitted the copy of an email dated - 11.12.2023 received from the CFS-M/s Ashutosh Containers FS, and attached the proforma invoice vide s/bill No.5271030 dated 09/11/23 shubendu@chaksconsultant.com which was addressed to Shri, Subhendu. Which states **that as per the discussion with management 30% waiver has been approved and proceed. (annex.1)**

Further he informed me about the whole incident that took place in respect the impugned shipping bill no 5271030 Dt. 09.11.2023:

Shri Shubendu Chakraborty informed that Mr. Kundan Shaw of M/s. Modern Freight Services Ptd Ltd., that a consignment carted in the month of September 2023, in respect of S/Bill no 5271030 Dt. 09.11.2023, filed by CB AFT Shipping. Is laying in Ashutosh CFS to check the consignment status and advise for clearance. After telephonic discussion, that matter of clearance impugned goods has been undertaken by shri Subhendu Chakraborty after receiving NOC form last CHA.

Also note, the extra charges amounting 2,42,000/- which has been

claimed to be as misleading is actually misc charges of 1 month mehnat and other mehnat required to get the impugned goods to be release through customs by following the criteria's and also solve the CFS o/s payment issues amicably. He has admitted the main mistake that in spite of submitting his own firm's invoice to exporter / forwarders he has edited the original invoice of CFS and gave to CFS.

Due to account unviability, Shubendu has admitted that on account of financial crunch, he has taken time to return that full amount in shot instead has returned it in part. Where 1<sup>st</sup> instalment of Rs.84000/- has been already returned to exporter 3 months earlier of complaint and 02<sup>nd</sup> instalment of Rs.64000/- has been returned on 05.04.2024 which was already a week before the complaint knowledge came to us.

Despite of returning Rs 1,50,000/- Adinath, the exporter complained for the full amount.

I am a law abiding citizen working with Customs department since last 35 years, having clean and respectful career throughout, and there is no case or complaint against me as an individual or my CB firm till date.

Undersign came to know when the license got prohibited into Mundra customs on 22.04.2024 after asking him the same Subhendu discussed the matter with me, that is Surojit, and I have asked Subhendu to immediately return the remaining amount of Rs.96000/- to Adinath, {exporter} which already done on 22<sup>nd</sup> and 23.04.2024.

The subject offence report was issued on 26.04.2024, based on exporter complaint email dated 04.04.2024. although more than half of the pending payment was already returned to the exporter by shri Subhendu that is on dated 29.02.2024 (Rs 84,000/-) and (Rs. 64,000/-) on dated 05.04.2024 against the total amount of Rs 2,40,000/-.

To show our Bonafide being the custom's broker when he has admitted his mistake that CFS invoice has been edited by his staff, have asked Subhendu to immediately return the remaining amount of Rs.96000/- to Adinath (exporter) to avoid further litigation. In fact, Malafide intention shown on the exporter reason despite of returning Rs.1,50,000/-, Adinath (exporter) complaint of the full amount.

There is no such practice that CFS invoice must be shared to the exporter. But on continuous insisting to Subhendu, he informed that



along with the local influence people have threatening Subhendu, therefore he has shared the CFS invoice to exporter which has become a blunder.

Exporter on receipt of complete disputed payment sent an email to the Mundra Customs that they withdraw the complaint on 24.04.2024. The contents of email are as under.

We appreciate the cooperation and communication from CHAK Consolidators in resolving the misunderstandings and ensuring all obligations and settlements are fulfilled satisfactorily. We consider this matter closed and hold no further grievances.

Thank you for your attention to this resolution. Please consider this letter as a formal notice to cease any ongoing investigations or actions related to the previously mentioned complaint. Annex. B

Above email also states that the customs broker has completed his due diligence for resolving the matter between Subhendu and complainant, the exporter, which shows that the matter has been amicably solved even before the offence note issued on 26.04.2024

However, there is no mention of such facts in the offence report as learned investigation officer has not mentioned these facts in the report.

Further in the para 11 of the SCN, Customs Broker again vide mail dated 29.04.2024 informed to Kandla Customs that differential amount has been returned to exporter by Subhendu, the shipping and forwarding agent and exporter has withdrawn the complaint. Above fact was also verified by Kandla Customs and exporter vide email dated 10.05.2024 to exporter. Exporter then informed that "we have received the refund amount in full. Hence, we have withdrawn the case from police and other concerned auth. Currently we have no further complaint against licenced Customs broker i.e. M/s. Chaks Consultant.

Despite the above facts, duly verified by Kandla Customs, the SCN has been issued to customs broker under regulation 14 and regulation 18, and 10 ( e) which does not seem justifiable.

It is important to bring to your kind notice being the matter not of so much importance as mentioned in para 12 of SCN clearly states that the offence made by the CB does not require immediate suspension of the CB license.

The Inquiry Report alleged that the email dated 08.01.2024 issued

by Subhendu Chakraborty from email id-shubendu@chaksconsultant.com that he mentioned not to move out any of the CFS till we, that is the CHA does not get the pending payment of 242000, however, the actual email states that I will not move out any of the containers till we do not get pending CFS payment of 2,42,000/-.

It is clear from the above that there is no mention of CHA in the above email and the enquiry officer presumed the "WE" that is CHA. Which is not factually correct. But is Subhendu who has not entertained the gate in movement until an amount towards CFS is received in full.

Further the enquiry report also alleged that the email dated 11.01.2024 sent by modern freight to shubendu@chaksconsultant.com among others that the exporter has made an advance payment of INR 7,42,000 regarding the CFS's total amount, however, no tax invoice has been received by the exporter. In the same email the forwarder also asked Shubendu to arrange the CFS invoice.

In this regard, it is to submit that as also submitted earlier, there is no such practice that CFS invoice must be shared to the exporter. On continuous pressurising Subhendu along with the local influence people threatening, Subhendu then has shared the CFS invoice to exporter by editing the same despite submitting the invoice issued by his firm for all the consolidated charges (incl of CFS) in respect of the clearance of the subject cargo, which has become a blunder.

It is also important for me to share you the actual date and amount being transacted in this case: They are as below:

Payment received from Adinath to Chaks consultant towards impugned invoices of CFS.

On 06.01.24 Rs. 1,00,000/-

On 06.01.24 --Rs. 4,00,000/-

On 08.01.24 ----Rs 2,40,000/-

Total amount: Rs. 7,40,000/-

Payment done from Chaks consultant to Ashutosh CFS, Mundra.

On 06.01.24 --Rs. 4,98,387/-

Payment made from Customs broker i.e. Chaks Consultant to M/s. Chaks Shipping Consolidator, the Forwarder.

On 08.01.24 ---- Rs. 2,40,000/-

Payment made from M/s Chaks shipping Consolidator to Adinath the Exporter.

On 29.02.24.--Rs. 84,000/-

It is also important to bring to your kind notice that Shri Shubendu Is not working on behalf of M/s Chaks consultant as per the following points.

1. Shri Shubendu has a separate legal entity and having separate GST registration and Pan nofor the same on his own name.
2. Shri Subhendu does not hold any G or F card to work on behalf of CB M/s Chaks consultant.
3. Shri Shubendu is not on pay role of the firm M/s Chaks Consultant.
4. It signifies that conclusion made in para 4.19, 4.20 of the enquiry report that Shri Subhendu was working on behalf of CB-Chaks consultant is baseless.

Inquiry officer further alleged that the reply of the CB email dated 12.04.2024 was not proper and CB has nowhere contested that the complaint has not made against them but instead M/s Chaks Consolidator.

In this regard, as submitted earlier, on enquiry with Shri Subhendu Chakraborty regarding this waiver charges he submitted the copy of an email dated-11.12.2023 received from the CFS-M/s Ashutosh Containers FS, and attached proforma invoice vide s/bill No.5271030 dated 09/11/2023 to shubendu@chaksconsultant.com which was addressed to Shri Subhendu. Which states that **as per the discussion with management 30% waiver has been approved and proceed. (annex.1)**

Email dated 12.04.2024 was sent by Shri Subhendu Chakraborty in casual manner through email Id-shubendu@chaksconsultant.com without my knowledge. On the basis of above email of waiver issued to him by the CFS regarding the waiver charges and without Informing the complete fact of the case.

Shri Subhendu informed me that Ashutosh CFS does not have 3<sup>rd</sup> party billing account of M/s Chaks Shipping Consolidator therefore on request of Subhendu; M/s Ashutos CFS to issue the bill favouring M/s Chaks Consultant and sent the same to email Id ofshubendu@chaksconsultant.com.

CB immediate made the payment to the CFS on the same date of receiving from the exporter on the basis of actual invoice issued by the CFS and hard copy of which has been submit to my accounts section.

The Inquiry Report also alleged that CB should have had the complete knowledge of all the dealings done on his behalf, which is also not correct in the present case. Reason CFS payments and its commercials are different and not covered under 10(e) of CBLR as it says as below:

"Exercise due diligence to ascertain tt1e correctness of any information which he imparts to a client with references to any work related to clearance of cargo or baggage"

Here the impugned case is post export matter purely related to commercial as CB has obtain LEO in the above cited s/bill and handover the same to CFS operator for further movement of goods to terminal.

This is besides the facts that the part payments were made to exporter before issuing offense note by Mundra Customs hence same is not covered under 10(e) besides the facts that Shri Subhendu was not working on behalf of the CB.

The enquiry report also alleged that M/s Chaks shipping consolidator has forged the invoice.

The following point substantiate that the invoice was edited by M/s Chaks Shipping Consolidator, are as under:

1. All the emails were sent in the name of Subhendu but in bottom Chaks Shipping is also present.
2. Payment of bank statement immediate transferred to Chaks Shipping.
3. Immediate loss due to show in Bonafide. Invoice copies need to be mentioned.
4. Shubendu has a separate legal entity and having separate GST registration and Pan no for the same.
5. Shri Subhendu does not hold any G or F card to work on behalf of CB M/s Chaks consultant.
6. Shri Shubendu is not on pay role of the firm M/s Chaks Consultant

As per the para No.5 of investigation report.

ENQUIRY OFFICER HAS CONCLUDED THAT from the above discussion and findings, I hereby conclude that TEMPERED/ FORGED INV HAS BEEN GIVEN TO THE EXPORTER M/S ADINATH rice trading company by Subhendu Chakraborty (who appears to be working for or on behalf of M/s Chaks Consultant) **Emphasis applied** on which excess amount was received by M/s Chaks Consultant. Therefore, CB that is M/s Chaks Consultant has found guilty, has mentioned in the offence note, issued by Custom House Mundra as well as mentioned in the SCN issued to the CB.

It is Important to mention here that the enquiry officer used the word appear in respect of Shri Shubendu Chakraborty that he was working on behalf of CB M/s Chaks Consultant. Which indicates that assumptions are being made that Subhendu Chakraborty that he was working on behalf of CB-M/s Chaks Consultant. However there is no such document available on record except the email id shubendu@chaksconsultant.com used for communication with the exporter. I have submitted various facts and evidence that Shri Shubendu was just using email id of M/s Chaks Consultant but not working on behalf of CB.

In view of above facts, the proceedings initiated vide SCN No F/NO/CUS/LIC/MISC/237/2023- CB dated 17/05/2024 (notice), may be dropped.

## 8. Discussion and Findings:

I have gone through the Offence Report, Show Cause Notice and Inquiry Report in the case and all the submissions made by the CB.

8.1 I find that a complaint dated 04.04.2024 was forwarded by the exporter to Mundra Customs. The said complaint is against Shri Shubendu Chakraborty of M/s Chaks Consolidator. The complaint refers to FIR filed by the exporter before the Office-In-Charge, Manteswar Police Station. In connection with facts on record relating to the said complaint, I find that the core issue raised in the Show Cause Notice is contravention of the provisions of Regulations 10(e) of CBLR, 2018 by the Customs Broker, which render them liable for action under Regulation 14 of CBLR, 2018 and Regulation 18 of CBLR, read with Regulation 17 of CBLR, 2018.

8.2 I find that the following issues are brought up for examination by Offence Report, SCN and Inquiry Report, while proposing invocation of various provisions of CBLR, 2018:

(i) M/s. Ashutosh Container Services Pvt. Ltd, CFS operator, issued invoice for export cargo handling charges for Rs.4,92,386/- and it was

received by CB. CB says he handed over the said invoice to M/s Chaks Consolidator. Shri Shubendu Chakraborty of M/s Chaks Consolidator sent said Invoice by editing the value of invoice for export cargo handling charges from Rs.4,92,386/- to Rs.7,36,765/-. [Difference of Rs.2,44,379/-], which was issued in respect of Shipping Bill No.6263869 dated 23.12.2023 of the Exporter-M/s Adinath Rice Trading Co. Shri Shubendu sent the said invoice by email id-shubendu@chaksconsultant.com registered in the domain of chaksconsultant.com that belongs to Customs Broker-M/s Chaks Consultant.

(ii) E-mail dated 11.01.2024 by Modern Freight Services Pvt. Ltd. (i.e. Forwarder) to shubendu@chaksconsultant.com among others, mentioned that M/s. Adinath Rice Trading Co. has made an advance payment of Rs.7,42,000/- to M/s. Chaks Consultant regarding CFS total amount, however, no tax invoice of CFS was received by the exporter. In the same mail, the forwarder asked Shri Shubendu to arrange the CFS invoice.

(iii) E-mail dated 08/01/2024 sent to Modern freight (i.e. Forwarder) by Shri Shubendu from his email id "shubendu@chaksconsultant.com", mentioned 'not move out any of the containers till we i.e. the CHA do not get pending CFS payment of Rs. 2,42,000/-'.

(iv) ShriShubenduChakraborty was working on behalf of the Customs Broker-M/s Chaks Consultant, Gandhidham as it is seen that all the communication with the exporter has been done by the him through email id-shubendu@chaksconsultant.com registered in the domain of chaksconsultant.com which belongs to Customs Broker-M/s Chaks Consultant. Hence, CB has contravened the Regulation-10(e) of the CBLR, 2018.

(v) Customs Broker's claim vide email dated 12.04.2024 was that *"the difference amount of CFS was the waiver charges which was as the per terms with the CFS and they have already returned the amount to Exporter on 04.04.2024"*, and said claim appears to be not proper and sustainable as there is no mention of waiver of such charges in CFS's invoice.

(vi) Customs Broker-M/s Chaks Consultant, Gandhidham failed to comply with the Regulation 10(e) of CBLR, 2018 in as much as they failed to exercise due diligence and forged the documents i.e. invoice No.BSEXP/0124/038 dated 08.01.2024 with malafide intention to force the exporter to make extra payment than the original charges billed by the M/s. Ashutosh CFS.

9. On perusal of record before me, including submissions referred in earlier parts of the order, I find that:-

9.1 The export cargo in question was lying carted in M/s Ashutosh

CFS since September, 2023.

9.2 Then, Shri Kundan Shaw of M/s Modern Freight Services Pvt. Ltd. (Forwarder of the exporter, M/s Adinath Rice Trading Co.) contacted Shri Shubendu and informed that a consignment carted in the month of September, 2023 against Shipping Bill dated 09.11.2023, is lying in CFS uncleared, and Shri Shubendu took the work of clearing the same (email dated 08.12.2023). The differential amount of Rs.2,42,000/- which exporter claimed as 'charged extra' appears to be towards charges, further to outstanding payments of CFS, for work undertaken to clear the subject export cargo.

CB says it can not be averred that there is practice of sharing CFS invoice with the exporter. During the hearing, CB refers to mails of M/s Chaks Consolidator to state that, on continuous insistence by the exporter along with threats from local influential people, Shri Shubendu shared the CFS Invoice with exporter, by editing the same, though CB has given the actual Invoice to M/s Chaks Shipping Consolidator.

9.3 CB further submitted that in the backdrop of above events and due to pressure from the exporter & CB, Shri Shubendu returned the differential amount to exporter to avoid litigation. However, due to financial crunch, Shri Shubendu has taken time to return the amount in parts. More than half of the disputed amount of Rs.2,40,000/- was already returned to the exporter i.e. Rs.1,48,000/- (Rs.84,000/- on 29.02.2024 & Rs.64,000/- on 05.04.2024) at the time complaint was filed with Mundra Customs vide email dated 04.04.2024, which Shri Shubendu came to know vide email dated 12.04.2024.

9.4 In this regard, CB has submitted Bank transaction statements. CB submitted that CFS does not have 3<sup>rd</sup> party billing account of M/s Chaks Shipping Consolidator, therefore, on request of Shri Shubendu, CFS issued invoice in the name of CB-M/s Chaks Consultant and sent the same to email id-shubendu@chaksconsultant.com. CB immediately made the payment to CFS on the same day of receiving from the exporter on the basis of actual invoice issued by the CFS.

9.5 CB refers to the copy of email dated 08.12.2023 and Proforma Invoice that have been attached with the submission of CB, and it is submitted that he came to know about the matter only when his license got prohibited into Mundra Customs On 22.04.2024. As soon as, the matter came to the knowledge of CB, he acted in a Bonafide way by immediately asking Shri Shubendu to return the remaining amount of Rs.96,000/- to the exporter, which was returned on 22.04.2024 and 23.04.2024 to avoid further litigation. CB submitted that the malafide intention, if any, was actually evident from actions of the exporter, as despite returning more than half of the disputed amount, the exporter complained for the full amount.

9.6 From submission of the CB, I find following date-wise details of transactions in the matter:

**a. Payment received from the exporter-M/s Adinath Rice Trading Co. to CB-M/s Chaks Consultant towards impugned invoices of CFS:**

On 06.01.2024-Rs. 1,00,000/-

On 06.01.2024 -Rs. 4,00,000/-

On 08.01.2024 -Rs 2,42,000/-

Total amount: - Rs. 7,42,000/-

**b. Payment done from CB-M/s Chaks Consultant to M/s Ashutosh CFS, Mundra:**

On 06.01.2024-Rs.4,98,387/-

**c. Payment made from CB-M/s Chaks Consultant to M/s Chaks Shipping Consolidator, the Forwarder:**

On 08.01.2024 -Rs.2,40,000/-

**d. Payment made from M/s Chaks Shipping Consolidator to the Exporter, M/s Adinath Rice Trading Co.:**

On 29.02.2024 -Rs.84,000/-

On 05.04.2024 - Rs.64,000/-

On 22.04.2024 - Rs.96,000/-

9.7 As regards reply vide email dated 12.04.2024 by Shri Shubendu during inquiry by Mundra Customs, before issuance of Offence Report, which stated that *"the difference amount of CFS was the waiver charges which was as the per terms"*, it has been submitted by the CB that the above email was sent by Shri Shubendu in casual manner through email id shubendhu@chaksconsultant.com without the knowledge of the CB. However, on enquiry with Shri Shubendu regarding this waiver charges, he submitted that the copy of an email dated 11.12.2023 received from the CFS and along with the Proforma Invoice addressed to Shri Shubendu which did state that - ***"as per the discussion with management 30% waiver has been approved and proceed."***

9.8 CB also submitted that Inquiry Report made certain wrong assumptions and recorded incorrect findings by relying upon two emails and concluded that Shri Shubendu was working on behalf of the CHA.



(i) In respect of email dated 08.01.2024 sent by Shri Shubendu to the exporter, Inquiry Report states that 'CB conveyed no containers will be moved out until 'We', that is CHA does not get the pending payment. Inquiry report was wrong in assuming 'we' as CB.

As regards above submission, it is seen that the email stated that **"I will not to move out any of the containers till we do not get pending CFS payment of Rs.2,42,000/-"**. Thus, in this mail of Shri Shubendu, I do not find any mention of CB. I also find from email dated 05.01.2024 of CFS to the Exporter that Shri Shubendu was the guarantor of the shipment. Thus, I do not agree with the findings of the Inquiry Report.

(ii) CB submits that, similar wrong assumption was drawn regarding issue of payments. In this regard, CB refers to discussion regarding email dated 11.01.2024, sent by M/s Modern Freight to shubendu@chakscoonsultant.com to stated that the exporter has made an advance payment of Rs.7,42,000/- regarding the CFS's total amount and, however, that no tax invoice has been received by the exporter.

CB submitted in the same email, the forwarder also asked Shri Shubendu to arrange the CFS invoice. CB submits that there is no such practice that CFS invoice must be shared to the exporter. On continuous pressurising along with the local influential people threatening, Shri Shubendu then shared the CFS invoice to exporter by editing the Invoice.

I find that these findings of the Inquiry Report need to be seen against chronology of events discussed above and I also find that CB paid CFS charges as soon as he received amounts and transferred remaining amount to M/s Chaks Shipping Consolidator.

9.9 The CB further submitted that the exporter vide email dated 24.04.2024, before issuance of the Offence Report dated 26.04.2024, informed the Mundra Customs that:

*We appreciate the cooperation and communication from CHAK Consolidators in resolving the misunderstandings and ensuring all obligations and settlements are fulfilled satisfactorily. We consider this matter closed and hold no further grievances.*

*Thank you for your attention to this resolution. Please consider this letter as a formal notice to cease any ongoing investigations or actions related to the previously mentioned complaint.*

The above email states that the M/s Chaks Consolidator resolved the misunderstandings and ensuring all obligations and settlements are fulfilled satisfactorily.

9.10 In respect of contravention of Regulation-10(e) of CBLR, 2018, CB submitted that CFS payment is commercial in nature and is different from Customs clearing and not covered under Regulation 10(e) of CBLR, 2018.

9.11 I find that the following submissions are made by the CB to state that Shri Shubendu was not working on behalf of CB-M/s Chaks Consultant:

- a. Shri Shubendu has a separate legal entity and having separate GST registration and PAN No. for the same on his own name.
- b. Shri Subhendu does not hold any G or F card to work on behalf of CB M/s Chaks Consultant.
- c. Shri Shubendu is not on pay role of the CB firm, M/s Chaks consultant.
- d. That conclusion made in para 4.19, 4.20 of the enquiry report that Shri Shubendu was working on behalf of CB-M/s Chaks Consultant is baseless.

10. On going through the facts and circumstances of the case, and above recorded findings, I find that:

10.1 It is a fact that the Invoice issued by the CFS has been edited and the value of the invoice was enhanced, and such an invoice was sent by Shri Shubendu through email- shubendu@chaksconsultant.com, and the said mail was sent after the export of the goods on 16.01.2024.

10.2. I find that, the dispute relates to payments relating to handling, etc charges pertaining to cargo lying in the CFS for quite some time. The record shows documents were forwarded by M/s Modern Freight to M/s Chaks Consolidator before CB came to handle them. I also find that Shri Shubendu was the guarantor for shipment as mail dated 05.01.2024 of M/s Ashutosh CFS would state. Thus, role of CB vis-à-vis M/s Chaks Shipping Consolidator finds discernibly demarcated.

10.3 I also find that the reply vide email-shubendu@chaksconsultant.com dated 12.04.2024 by Shri Shubendu, during inquiry by Mundra Customs, in respect of Office Report that the differential amount was waiver charges of CFS is supported by the email dated 11.12.2023 which was issued by CFS to Shri Shubendu on email-shubendu@chaksconsultant.com attaching the Proforma Invoice which specifically mentioned "Waiver Charges". Thus, there was an issue of waiver charges and was lined to issue of amounts to be paid towards export of goods.

10.4. Once CB received the amount of Rs.7,42,000/- on 06.01.2024 and 08.01.2024, they paid charges to CFS on 06.01.2024 and transferred Rs 2,42,000 along with CFS invoice to M/s Chaks Shipping Consolidator on

08.01.2024. The complaint is regarding said Rs 2,42,000/- and invoice sent for enhanced amount which happened subsequently.

10.5. From the record before me, I find record and circumstances of the events suggesting that the differential amount pertain to other charges than only to charges of CFS. In this context, question of editing of invoice and question as to who edited it, and whether Shri Shubendu is CB came up for consideration. There is no evidence on record to suggest that CB edited the invoice. In fact record suggests that the figures were changed after it was issued by CB and also record does not suggest that it is at CB's behest that Shri Shubendu edited it.

10.6 I also find that, Shri Shubendu is operating as a separate entity in the name of M/s Chaks Shipping Consolidator. Further, the complaint of exporter is against Shri Shubendu though payment of Rs.7,42,000/- was received by CB. Even the complaint withdrawal letter refers to Shri. Shubendu.

10.7 As regards to conclusion in Inquiry Report with respect to the emails i.e. 08.01.2024 and 11.01.2024 sent by Shri Shubendu through email- shubendu@chaksconsultant.com that Shri Shubendu was working on behalf of the CB, I find that email dated 08.01.2024 of Shri Shubendu does not implicate CB; email dated 08.01.2024 of M/s Modern Freight Services Pvt. Ltd. asks Shri Shubendu to move containers to Gate-In without delay as amount of Rs.7,42,014/- was paid in advance; and email dated 11.01.2024 only related to request for CFS Invoice advance payment made by the exporter. As already stated, Shri Shubendu is operating as a separate entity in the name of M/s Chaks Shipping Consolidator. I also find that there is no evidence to state that Shri Shubendu is an employee at the time of date of incident. The H-Card for CB-M/s Chaks Consultant issued to Shri Shubendu by Mundra Customs in the year 2018 was valid only upto 11.07.2023 which and the present incident took place in January-2024.

10.8 I also find that the complaint has been withdrawn by the exporter vide email dated 24.04.2024 before issuance of Offence Report dated 26.04.2024.

11. I find that Regulation 10(e) of the CBLR, 2018 cast obligation on the CB that Customs Broker shall *exercise due diligence to ascertain the correctness of any information which he imparts to a client with reference to any work related to clearance of cargo or baggage*. However, as discussed above, in the present case, CB does not have direct knowledge of the sharing of impugned edited invoice to the exporter. Therefore, I am of the view that the contravention of Regulation 10(e) of CBLR, 2018 levelled against the CB in the Show Cause Notice dated 17.05.2024 was not in the part of CB in the present case.

12. I find that, though the matter was not entirely in the knowledge of CB-M/s Chaks Consultant, but Shri Shubendu was using email-shubendu@chaksconsultant.com registered in the domain of chaksconsultant.com that belongs to Customs Broker-M/s Chaks Consultant which should be in the knowledge of CB that the same can be misused. Therefore, I am of the view that penalty under Regulation 18 of CBLR, 2018 is invocable in the present case.

13. In view of above, I pass the following order:

(i) I Order to drop the proceeding initiated to revoke Customs Broker License No.KDL/CHA/R/13/2012 dated 10.07.2012 (PAN No.ABQPC6463J), and forfeiture of Security furnished by them under Regulation 14 of Customs Brokers Licensing Regulations, 2018 read with regulation 17 of CBLR,2018.

(ii) I order to impose and recover the Penalty of Rs.50,000/- in terms of Regulation 18 of Customs Brokers Licensing Regulations, 2018 read with Regulation 17 of CBLR,2018.

Signed by M Ram Mohan Rao

Date: 13-11-2024 18:03:49

(M. Rammohan Rao)  
Commissioner  
Customs House, Kandla

To,  
M/s Chaks Consultant,  
Office No.108, 1st Floor, Plot No. 93,  
Rishabh Corner, Sector 8,  
Gandhidham, Kutch-370201

Copy to:-

1. The Chief Commissioner of Customs, Custom Gujarat Zone, Ahmedabad.
2. The Principal Commissioner/Commissioner of Customs, Custom House Mundra for the information and necessary action.
3. The Deputy Commissioner (EDI), Custom House, Kandla for necessary action.
4. All Section Heads, Custom House, Kandla.
5. Office copy.

6. Notice Board