



**COMPETITION COMMISSION OF INDIA**

**Case No. 26 of 2016**

**In Re:**

**Mr. Sumit Kumar  
House No. 125,  
Village & PO Mudhela Kalan,  
Najafgarh, New Delhi- 110073**

**....Informant**

**And**

**KAMP Developers Pvt. Ltd  
Represented by its Managing Director,  
S-1, II Floor, Centric Plaza,  
Sector-11, Pkt-4, Plot No. 8,  
Dwarka, New Delhi- 110075**

**....Opposite Party**

**CORAM**

**Mr. Devender Kumar Sikri  
Chairperson**



**Mr. S. L. Bunker**  
**Member**

**Mr. Sudhir Mital**  
**Member**

**Mr. Augustine Peter**  
**Member**

**Mr. U. C. Nahta**  
**Member**

**Dr. M. S. Sahoo**  
**Member**

**Order under Section 26(2) of the Competition Act, 2002**

1. The information in the present case has been filed by Mr. Sumit Kumar (hereinafter, the '**Informant**') under Section 19(1)(a) of the Competition Act, 2002 (hereinafter, the '**Act**') against KAMP Developers Pvt. Ltd. (hereinafter, the '**Opposite Party**'/ '**OP**') alleging, *inter alia*, contravention of the provisions of Section 3 of the Act.
2. As per the information, the Opposite Party is a private limited company and is engaged in building and promoting housing societies, commercial buildings, shopping malls *etc.* in Delhi, Noida, Gurgaon and all over India.



सत्यमेव जयते



3. The Informant has submitted that, during the month of January, 2015, the Opposite Party had made advertisements in newspapers, radio, internet and television stating that it has started a residential project in L- Zone, New Delhi, in the name of “Eden Heights” (hereinafter, the ‘**Project**’) and land for the said purpose is available with them as per the Land Pooling Policy of Delhi Development Authority (hereinafter, ‘**DDA**’). It has been further stated that the said land was provided by DDA as compensation in lieu of retained land surrendered by the Opposite Party under “Land Pooling Policy”.
4. It has been stated that the Informant had booked a 3 BHK flat in the said residential project launched by the Opposite Party and submitted his application form, which was signed by both the parties on 10<sup>th</sup> April, 2015. The Informant had issued a cheque dated 17<sup>th</sup> April, 2015 bearing no. 884241, drawn on State Bank of India, for a sum of Rs.6,93,000/- (Rupees Six Lakh Ninety Three Thousand only) as a part of consideration (hereinafter, ‘**Booking Amount**’) to the Opposite Party.
5. It has been averred by the Informant that soon after booking the aforesaid flat, the Informant came to know that DDA had issued a press note dated 08<sup>th</sup> March, 2015 warning the general public that large number of societies are floating lucrative schemes for booking of flats claiming that they hold land for the said purpose as per Land Pooling Policy of DDA. It has been further stated in the notice that DDA has not granted any permission/approvals/licence to any developer under the Land Pooling Policy and is yet to notify the operational guidelines for the same.
6. After coming to know the aforesaid fact, the Informant started calling and visiting the Opposite Party at their Office to enquire about the status of the project and to know as to how the Opposite Party represented that it had already acquired land in L- Zone and have obtained permission for developing Housing



Projects. However, none of the calls or visits of the Informant could yield any result.

7. The Informant has averred that till date even the location of the project has not been finalized and land has still not been purchased for the said project. Further, no land has been surrendered under the Land Pooling Policy by the Opposite Party and it has not even applied for the Grant of Land Transfer Certificate. The Informant has stated that the Opposite Party is only extracting money from the general public by way of floating lucrative schemes and misrepresenting the general public at large. After getting to know about these developments, the Informant stopped the payment of the cheque given to the Opposite Party as booking amount.
8. Based on the above, the Informant has averred that the Opposite Party has caused losses to him and the public at large, by making false representations and committed penal offences which renders it liable to be prosecuted as per the law. The Informant has further averred that despite knowing that it has not obtained approval for construction under Land Pooling Policy of DDA, the Opposite Party had advertised the project as if approval has been granted and has duped the consumers.
9. It has been submitted that the aforesaid conduct of the Opposite Party causes and is likely to cause an appreciable adverse effect on competition in India. It has been alleged that the said conduct of the Opposite Party contravenes the provision of Section 3 of the Act.
10. The Informant has prayed to direct the Opposite Party to discontinue from entering into any further agreement of booking of flats in the aforementioned project namely "Eden Heights" and desist the Opposite Party from floating the said scheme for booking flats and luring the general public at large.



11. The Commission has perused the information and materials available on record.
12. The Commission notes that the Informant is primarily aggrieved with the purported misrepresentation made by the Opposite Party that DDA had provided land to the Opposite Party under Land Pooling Policy for undertaking residential projects at L-Zone, Dwarka.
13. It is observed that, for optimum utilisation of available resources, the Delhi Master Plan 2021 has divided the National Capital Territory of Delhi into 15 zones. In order to accommodate the population growth and infrastructure requirement of the city, zonal plans have been developed with the approval of the Government of India. The concept of L- Zone first came into existence when DDA announced the Delhi Master Plan 2021. According to this plan, DDA proposed a new Zone viz. L- Zone in Dwarka which is located in South West Delhi and covers 22,840 hectare of land.
14. The Informant has alleged violation of the provisions of Section 3 of the Act. Section 3 of the Act deals with anti-competitive agreements. It stipulates that no enterprise or association of enterprises or person or association of persons shall enter into any agreement in respect of production, supply, distribution, storage, acquisition or control of goods or provision of services, which causes or is likely to cause an appreciable adverse effect on competition (hereinafter “AAEC”) within India.
15. Analysis of the information has not revealed any anti-competitive horizontal or vertical agreement, therefore the Commission observes that no case has been made out against the Opposite Party either under Section 3(3) or 3(4) read with Section 3(1) of the Act.



16. Although the Informant has not alleged contravention of the provisions of Section 4 of the Act, the Commission finds it relevant to examine the case on that perspective also.
17. Section 4 of the Act provides that no enterprise or group shall abuse its dominant position and the term dominant position has been defined as a position of strength, enjoyed by an enterprise, in the relevant market, in India, which enables it to operate independently of competitive forces prevailing in the relevant market; or affects its competitors or consumers or the relevant market in its favour.
18. As per the facts stated in the information, the Informant had booked a residential flat in L-Zone which is situated in South-West Delhi. From the user's perspective, the decision to buy a flat in a project can be distinguished from buying a plot/independent house, in terms of number of factors such as price, access to common facilities, security *etc.* and thus both the aforementioned choices are not found to be substitutable. Hence, considering the factors provided under Section 2(t) of the Act, the relevant product market in the instant matter is delineated as '*provision of services for development and sale of residential flats.*' As far as the relevant geographic market is concerned, the Commission notes that the Master Plan of Delhi 2021 has included L-Zone within Delhi. The conditions of competition for supply and demand for development and sale of residential flats within Delhi can be considered homogenous and can be distinguished from other neighbouring areas such as Gurgaon, Ghaziabad, Faridabad, Noida *etc.* A person intending to buy a flat in Delhi, may not prefer to purchase the same from other areas such as Ghaziabad, Gurgaon, Noida and Faridabad *etc.* because of various factors such as difference in regulatory authorities (and hence different rules, regulation and taxes), extent of urbanization, availability of essential services, the level of development of infrastructure, distance and availability of transportation facilities *etc.* Thus,



considering the factors enumerated under Section 2(s) of the Act and the aspects discussed above, the relevant geographic market in this case is held to be “*Delhi*”. Therefore, the relevant market in terms of the provisions of Section 2(r) of the Act, in the instant case, is defined as “*provision of services for development and sale of residential flats in Delhi*”

19. The Informant has not produced any material(s) indicating the dominance of the Opposite Party in the relevant market. However, the data/information sourced from the public domain, suggest that presently there are several real estate developers like Raheja Developers Ltd., Anant Raj Group, Umang Realtech, CGHS Group, Parsvnath *etc.*, besides these prominent players, several small real estate developers are also operating in the aforesaid relevant market. All these developers appear to pose competitive constraints for the Opposite Party in the relevant market and thus, the Opposite Party does not seem to enjoy a position of strength which would enable it to operate independently of competitive forces prevailing in the relevant market or affect its competitors or consumers or the relevant market in its favour.
20. It is further observed that, even within the proposed L-Zone many real estate developers are offering services of development and sale of residential flats. As per information available in public domain, these players include Antriksh Urban Greek, Revanta Smart Residency, Iramya Heights, Vanshi Apna Ghar, Divine Heights, Colors Regalia Apartments *etc.*
21. In the absence of dominant position of the Opposite Party in the relevant market, the examination of abuse does not arise.
22. In light of the above analysis, the Commission is of the opinion that no case has been made out, against the Opposite Party, for contravention of either Section



3 or 4 of the Act. Accordingly, the matter is closed under the provision of Section 26(2) of the Act.

23. The Secretary is directed to inform all concerned accordingly.

**Sd/-**  
**(Devender Kumar Sikri)**  
**Chairperson**

**Sd/-**  
**(S .L. Bunker)**  
**Member**

**Sd/-**  
**(Sudhir Mital)**  
**Member**

**Sd/-**  
**(Augustine Peter)**  
**Member**

**Sd/-**  
**(U. C. Nahta)**  
**Member**

**Sd/-**  
**(Dr. M. S. Sahoo)**  
**Member**

**New Delhi**  
**Dated: 08.06.2016**