



COMPETITION COMMISSION OF INDIA

Case No. 31 of 2019

In Re:

CJ Darcl Logistics Ltd.,
Darcl House, Plot No. 55P,
Sector 44, Institutional Area,
Gurugram – 122003,
Haryana

Informant

And

**Dumper and Dumper Truck Union Lime
Stone,**
Sanu Mines, Ramgrah,
Jaisalmer – 345022

Opposite Party No. 1

**All Members of Dumper and Dumper Truck
Union Lime Stone,**
Sanu Mines, Ramgrah,
Jaisalmer – 345022

Opposite Party No. 2

CORAM

Mr. Ashok Kumar Gupta
Chairperson

Mr. Sangeeta Verma
Member

Mr. Bhagwant Singh Bishnoi
Member

Appearances during the final hearing held on 15.12.2021

For the CJD : Mr. Manu Beri, Advocate
Logistics/Informant

For Dumper Truck Union : None
(OP-1)



Order under Section 27 of the Competition Act, 2002

1. An information was filed by CJ Darcl Logistics Ltd. (“**CJD Logistics/Informant**”) under Section 19(1) (a) of the Competition Act, 2002 (“**Act**”) alleging contravention of the provisions of Sections 3 and 4 of the Act by Dumper and Dumper Truck Union Lime Stone (“**Dumper Truck Union/Opposite Party No. 1**”/ “**OP-1**”) and All Members of Dumper And Dumper Truck Union Lime Stone (“**Opposite Party No. 2**”/ “**OP-2**”), (OP-1 and OP-2 are collectively referred to as “**Opposite Parties**”/ “**OPs**”).
2. CJD Logistics is a company registered under the Companies Act, 1956 and is engaged in the business of logistics and transportation of goods across India by road and rail.
3. Dumper Truck Union is stated to be the only union of truckers and transporters in the Sanu Mines area of Jaisalmer, Rajasthan. OP-2 are collectively members of Dumper Truck Union.
4. The present case concerns alleged restrictions imposed by Dumper Truck Union and its members on CJD Logistics by not letting it carry out transportation work through its own vehicles and also by forcing it to use trucks of OP-2 at a higher rate for carrying out its contractual obligations of transportation of limestone. This has been alleged to be in contravention of the provisions of Sections 3 and 4 of the Act.
5. On 20.10.2018, CJD Logistics participated in the tender floated by JSW Energy (Barmer) Limited (“**JSW**”) for the transportation of limestone from Sanu Mines, Jaisalmer, to the plant site of JSW at Bhadresh. Thereafter, on 16.03.2019, CJD Logistics was awarded the transportation contract by JSW @ Rs.460/MT. The time period of the contract was from 01.04.2019 to 31.03.2020, which could be extended for a period of another 2 years, and the estimated consideration of the contract was Rs.15,18,48,000/-.
6. It has been alleged that the Opposite Parties not only do not allow any other transporter or logistics company to ply their vehicles, but also make it mandatory to take vehicles



along with drivers from the Dumper Truck Union and its members only, and that too, on a higher rate vis-à-vis the contracted rate.

7. It has been stated in the information that, on 05.04.2019, CJD Logistics was restrained at the parking lot of Sanu mines by the Opposite Parties from initiating and executing the abovementioned contract. The Chairman of the Dumper Truck Union, Mr. Kunwar Raj Singh, and other members of union used coercion and pressure tactics for the transportation of material through their member vehicles @ Rs. 500/MT, which is higher than the rate at which the contract was awarded to CJD Logistics by JSW. Further, Dumper Truck Union and its members caused hindrances by not allowing the Informant's vehicles to execute the work and threatened the drivers and personnel of CJD Logistics with bodily harm in case they tried to execute the contract. Pursuant to the receipt of threats from Opposite Parties, CJD Logistics intimated the SHO of Ramgarh Police Station about the same, but allegedly, no assistance of any kind was received despite assurances.
8. On 06.04.2019, JSW wrote a letter to CJD Logistics for initiating transportation of limestone as per the contract. In response, CJD Logistics, through an email dated 08.04.2019, intimated the entire situation to JSW and requested it to provide an alternative arrangement for two months as the situation created by the Opposite Parties was beyond the control of CJD Logistics.
9. On 09.04.2019, CJD Logistics lodged a complaint against the Opposite Parties with the Superintendent of Police, Jaisalmer. CJD Logistics also wrote to the District Magistrate/Collector of Jaisalmer informing about the situation and restrictions imposed by the Opposite Parties. However, no response was received from the District Magistrate according to the said company. A letter dated 09.04.2019 was also written by it to Rajasthan State Mines and Minerals Limited, seeking help for intervening with the Dumper Truck Union and its members and to convince them to allow transportation of limestone through their vehicles instead of vehicles of the Opposite Parties, who were demanding @ Rs. 500/MT.



10. Thereafter, CJD Logistics filed a Writ Petition bearing No. 5246 of 2019 before the Hon'ble High Court of Rajasthan at Jodhpur against the Opposite Parties seeking directions for police protection and security for CJD Logistics, its drivers, employees and vehicles from Opposite Parties.
11. On 11.04.2019, the Hon'ble High Court of Rajasthan disposed of the writ petition with a direction to the Superintendent of Police, Jaisalmer, to decide the representation of CJD Logistics strictly and to ensure that the transportation fleet of CJD Logistics was not harmed by the Opposite Parties and there was no hindrance in execution of the transportation work by CJD Logistics.
12. After passing of the said order, CJD Logistics moved 5 vehicles from Jodhpur to Jaisalmer on the same day, but the same were stopped 5 kms from the loading point by around 6 people belonging to the Dumper Truck Union. Vehicles belonging to CJD Logistics coming from Haryana were also stopped, and its drivers were threatened with life if they moved their vehicles any further.
13. On 12.04.2019, a complaint was again lodged by CJD Logistics with the Superintendent of Police, Jaisalmer, for complying with the directions of the Hon'ble High Court of Rajasthan. However, according to the company, no action was taken by the authorities.
14. On 15.04.2019, a newspaper article was published in a local newspaper, Bhaskar, wherein it was reported that the Chairman of Dumper Truck Union and its members were observing a strike due to low rate of the tender. On the same date, CJD Logistics addressed an email to JSW informing about the difficulties encountered by it on account of obstructions caused by the Dumper Truck Union. It also requested JSW to recognise that *force majeure* conditions existed.
15. On 20.04.2019, JSW wrote to CJD Logistics stating that non-fulfilment of the conditions of the contract would be a breach of terms and conditions on account of CJD Logistics only and CJD Logistics will bear the risks and costs. On 23.04.2019, CJD Logistics again sent an email to JSW, wherein CJD Logistics discussed the hindrances created by the Opposite Parties and the illegal demands made by them.



16. As no favourable response was received by CJD Logistics from JSW, and to avoid termination of contract with JSW, CJD Logistics entered into an interim arrangement with the Opposite Parties for providing transportation services at the rate of Rs. 500/MT, which was higher than the rate in the tender awarded to it by JSW, *i.e.*, Rs. 460/MT. Under the interim arrangement, it was agreed that CJD Logistics would pay Rs. 500/MT to the members of Dumper Truck Union for executing the contract with JSW. This was an interim arrangement till there was a final decision between CJD Logistics and JSW with respect to the contract.
17. On 10.05.2019, CJD Logistics wrote to JSW requesting them to float a new tender to decide new rates in light of the arrangement with the Dumper Truck Union. Further, it was stated that the rates quoted by the Dumper Truck Union were not commercially viable and was resulting in heavy losses to the company.
18. On 29.05.2019, CJD Logistics made a representation to JSW that it had moved 25,000 MT of limestone through union vehicles and suffered heavy losses pursuant to the interim arrangement. It was further stated that CJD Logistics had diligently transported minerals despite facing heavy losses of Rs. 40/MT. Considering the quantity moved, it has been alleged that CJD Logistics incurred a loss of Rs. 10,00,000/- and other associated costs of Rs. 5,00,000/- along with an opportunity cost of approximately Rs. 15,00,000/- on account of 10 trucks standing idle at Jaisalmer for almost a month, along with many personnel camping for a long time in Jaisalmer to find a solution. It has been stated that CJD Logistics incurred an operational loss of Rs. 27,82,500/- till the closure of the transportation contract with JSW. In total, CJD Logistics incurred a loss of approximately Rs. 53,00,000/- till the closure of contract.
19. In the months of June and July 2019, CJD Logistics wrote several emails to JSW for revision of rates in light of forced interim arrangement with Dumper Truck Union on account of the losses incurred by it.
20. On 20.07.2019, JSW, *vide* its email, short closed the contract with CJD Logistics and set 31.07.2019 as the last day for lifting of material by it.



21. In light of above, CJD Logistics alleged contravention of the provisions of Section 3 and 4 of the Act by Opposite Parties. It has been submitted that Dumper Truck Union is an enterprise under Section 2(h) of the Act as, *firstly*, the trade union was deciding the price at which limestone was supposed to be transported from Sanu Mines to JSW; *secondly*, at the time of arrangement between Dumper Truck Union and CJD Logistics on 24.04.2019, the Dumper Truck Union entered into an agreement in its own capacity with CJD Logistics; and *thirdly*, it restrained CJD Logistics' trucks and their drivers from transporting the materials in company owned vehicles from Sanu Mines to Bhadresh.
22. It has been alleged that the unlawful and anti-competitive acts by Dumper Truck Union in not allowing CJD Logistics to carry out its contractual obligations through its own vehicles at a lesser rate than those offered by Opposite Parties is in contravention of Section 3(3)(b) read with Section 3(1) of the Act. It has also been alleged that the fixing of arbitrary rates for the transportation of goods by the Dumper Truck Union is in violation of Section 4(2)(a)(ii) read with Section 4(1) of the Act. The arbitrary condition imposed by them to only transfer limestone through their own trucks and drivers is capricious and in violation of Section 4(2)(a)(i) of the Act. Reliance has been placed upon the decisions of the Commission in the case of *M/s Swastic Stevedores Private Limited v M/s Dumper Owners Association (Case No. 42 of 2012) (Swastic Stevedores case)* and *M/s Shivam Enterprises v Kiratpur Sahib Truck Operators Co-operative Transport Society Limited (Case No. 43 of 2013) (Shivam Enterprises case)*.
23. In view of the above submissions, CJD Logistics, *inter alia*, requested an order from the Commission for investigation by the Director General ('DG') into the matter. CJD Logistics also requested the Commission to pass a permanent restraint order against the Opposite Parties to let any other transporter including, CJD Logistics, to operate their vehicles in the area for their customers to transport materials and not only through Dumper Truck Union.
24. CJD Logistics also sought interim relief from the Commission to the effect that the Opposite Parties be directed to immediately restrain from not letting CJD Logistics



from carrying out transportation work through its own vehicles in that area till the conclusion of inquiry whenever there is again an opportunity for CJD Logistics to take up and do transportation work in that area.

Prima facie consideration of Commission

25. Upon consideration of Information, the Commission was of a view that there existed a *prima-facie* case of contravention of the provisions of Sections 3 and 4 of the Act by the Opposite Parties. Accordingly, the Commission passed an order dated 08.05.2020, under Section 26(1) of the Act, directing the Director General (“DG”) to cause an investigation into the matter. With respect to violation of provisions of Section 3 of the Act, the DG was also directed to investigate the role of persons/officers who were incharge of and responsible for the conduct of business of the Opposite Parties at the time when the alleged contravention was committed, as well as persons/officers with whose consent or connivance the alleged contravention was committed in terms of the provisions of Section 48 of the Act. After seeking due extension of time, the DG submitted its Investigation Report on 29.07.2021.

Findings of investigation

26. A summary of the findings of the Investigation Report is as under:

Contravention of provisions of Section 3 of the Act

- a. Dumper Truck Union comprises members who are drivers or truck owners, and they are all engaged in providing transportation services, and thus are horizontally placed or can be termed to be engaged in identical or similar provision of services. Dumper Truck Union and its constituent members have restrained CJD Logistics from executing its contract with JSW. The constant approach by CJD Logistics to various administrative authorities, police authorities as well as the constitutional authority, *i.e.*, the Hon'ble High Court of Rajasthan, indicates that CJD Logistics was facing strong resentment to it performing transportation work in the area of Sanu Mines from the Opposite Parties, and that the Dumper Truck Union and its members were not only restricting/stopping the movement of the vehicles of CJD Logistics but also continuously threatening CJD Logistics and its employees. It is noted by the DG



that physical force was also used by the members of Dumper Truck Union for stopping transportation work. Because of the impasse created by Dumper Truck Union, JSW agreed to short close the contract with CJD Logistics. Thereafter, JSW entered into a fresh contract with M/s Shri Mohangarh Construction Company for the remaining period from 01.08.2019-31.07.2020 at the rate of Rs. 531/MT. Shri Mohangarh Company was also hiring and using the vehicles of the members of Dumper Truck Union even though they had their own trucks.

- b. The arrangement dated 24.04.2019 with CJD Logistics was entered by Dumper Truck Union on behalf of its members which is, *per se*, anti-competitive. The rate of Rs.500/MT was decided by the union on behalf of its members. By doing so, they have directly or indirectly determined the purchase price for providing their services. Also, by not allowing CJD Logistics to carry the transportation of limestone through company vehicles and forcing CJD Logistics to use the trucks of their union at the rates arbitrarily fixed by them, which was much higher, the Opposite Parties have limited or controlled the provision of services.
- c. There is an agreement/understanding between the members of the Dumper Truck Union to limit/control the provision of transportation services and to fix the transportation rate and not follow the commercially viable rate arrived at by an open tendering process, which is in violation of the provisions of Section 3(3)(a) and Section 3(3)(b) of the Act.

Contravention of provisions of Section 4 of the Act

- d. Dumper Truck Union is an association of truck operators which enters into an agreement with the party seeking a transportation service. Thereafter, the contract of transportation of limestone is allotted by the Dumper Truck Union to any of the members of Dumper Truck Union for execution, and CJD Logistics had made payments to members directly. It appears that Dumper Truck Union has not retained any commission/administrative charges for a trip taken by truck operator/ member, reason being that payment has been made to the member of Dumper Truck Union directly and has not gone through the Dumper Truck Union. However, Dumper Truck Union, being a union of transporters, must be receiving some fee/membership



charges/administrative charge, but in the absence of any response from Opposite Parties, the investigation found that it is difficult to arrive at such a conclusion. The DG, however, noted that Dumper Truck Union, as an association, must be running the office premises, must have some employees, though such details have not been provided by Opposite Parties, and it is probable that since the members of Dumper Truck Union are receiving payments directly from the CJD Logistics, they may be making subscription payments to the Dumper Truck Union after having received the payments, for which no evidence has been provided in the investigation. It is, however, clear that the Dumper Truck Union cannot continue its activities and provide services to its members without being paid by its members. As an order is given to every member of Dumper Truck Union, it indicates that JSW does not have control over members of Dumper Truck Union who are directly controlled by the Dumper Truck Union.

- e. The Commission in its earlier decision in the case, namely, *Shivam Enterprises*, had held Kiratpur Sahib Truck Operators Co-operative Transport Society to be an enterprise and had laid down the following criteria:
- i. The society takes the contracts in its own name and gets them executed through its members;
 - ii. The customer makes payment for the services to the society;
 - iii. The society passes the payment to the concerned member after retaining a commission/its own administrative charges of Rs.50/- for each trip taken by truck operator/member of society; and
 - iv. The customer has no choice or control over the various members of the union.
- f. The investigation observed that ingredients mentioned at points ii and iii as mentioned above are not satisfied in the present case and, to that extent, Dumper Truck Union is not an 'enterprise'. However, the fact indicates certain criteria (ingredients I and iv) for determining Dumper Truck Union to be an 'enterprise'. But there is no conclusive proof that can establish that Dumper Truck Union is an 'enterprise'.



- g. Assuming that Dumper Truck Union is an enterprise with regard to the dominant position enjoyed by the Dumper Truck Union, the investigation noted that Dumper Truck Union is the only transport union operating in the area of Sanu Mines and consumers are dependent on the Dumper Truck Union for executing the contracts awarded to them through a tender. To prohibit the CJD Logistics from plying its own vehicles and forcing them to hire the services of members of Dumper Truck Union, that too on the rates fixed by the Opposite Parties indicates that the Opposite Parties have sufficient market power and consumers in the relevant market are wholly dependent on it. The Opposite Parties' dominance is further substantiated by the very fact that when they went on strike due to lower rates and used coercion and threatened CJD Logistics' employees with life, no other transporter from the area came forward to offer its services to CJD Logistics. Accordingly, as per the DG, Dumper Truck Union enjoys dominant position in the relevant market *i.e.* "provision of services of transportation of minerals/limestone by trucks operating in area of Sanu mines".
- h. As regards the allegations pertaining to the abuse of dominant position by Dumper Truck Union, the investigation revealed that Dumper Truck Union has directly imposed unfair conditions on CJD Logistics to hire the trucks of members of Union only and not allowing CJD Logistics to ply its own vehicles. Not only this, but Dumper Truck Union has also dictated its transportation rates. Due to abusive conduct of the Dumper Truck Union, CJD Logistics suffered considerable losses and had to exit the market as the contract of transportation of limestone with JSW was short closed. The behaviour of Dumper Truck Union of restraining the CJD Logistics, use of physical force and imposition of higher rates shows that the Opposite Parties have done these acts unflinchingly despite the fact that CJD Logistics approached various state authorities. In view of the foregoing, the DG observed that Dumper Truck Union abused its dominant position in the relevant market in terms of the provisions of Section 4(2)(a), Section 4(2)(b)(i) and Section 4(2)(c) read with Section 4(1) of the Act if it would have been termed to be an 'enterprise'.



- i. The DG identified Mr. Kunwar Raj Singh (the former Chairman of Dumper Truck Union) as responsible for contravention committed by the Dumper Truck Union.

Consideration of Investigation Report by the Commission

27. The Commission considered the Investigation Report submitted by the DG, in its meeting, held on 06.10.2021 and decided to forward a copy of the Investigation Report to the CJD Logistics and Dumper Truck Union and its individual, namely, Mr. Kunwar Raj Singh, Chairman, identified by the DG under Section 48 of the Act, for filing their respective objections/ suggestions thereto, if any. Dumper Truck Union was directed to file its objections/ suggestions to the Investigation Report latest by 09.11.2021. CJD Logistics was directed to file its objections/suggestions to the Investigation Report and its reply to the submissions made by Dumper Truck Union and its individual latest by 30.11.2021. The Commission had further directed Dumper Truck Union to furnish copy of its financial statements/balance sheet and income & expenditure account/turnover for the last three financial years, *i.e.*, 2018-19, 2019-20 and 2020-21, latest by 09.11.2021. Further, Mr. Kunwar Raj Singh was also directed to submit a copy of his Income Tax Returns for the period 2018-19, 2019-20 and 2020-21. The Commission further decided to hear the parties on the Investigation Report on 15.12.2021.
28. Pursuant to the aforesaid directions of the Commission, CJD Logistics appeared before the Commission for hearing on the Investigation Report on 15.12.2021, through its learned counsel and concluded the arguments. None appeared for Dumper Truck Union and Mr. Kunwar Raj Singh. The Commission also noted that neither Dumper Truck Union nor Mr. Kunwar Raj Singh filed any objections/suggestions to the Investigation Report despite due service of the same. After hearing CJD Logistics at length and based on material available on record, the Commission decided to pass an appropriate order in due course. The parties were given liberty to file their written submissions, if any, within two weeks, *i.e.*, latest by 03.01.2022.
29. The Commission notes that despite provision of opportunity, none of the parties filed any written arguments.



Analysis and findings of the Commission

30. The Commission has perused the information, the Investigation Report, the material available on record as well as the contentions raised by CJD Logistics in the hearing held on 15.12.2021. Upon consideration of the aforesaid, the Commission notes that the issue which arises for determination is whether Dumper Truck Union is in contravention of various provisions of Sections 3 and 4 of the Act.
31. The Commission notes that for an applicability of provisions of Section 3(3) of the Act, it has to be established that there is an agreement between enterprises or association of enterprises or persons or association of persons or between any person and enterprise or practice carried on or decision taken by any association of enterprises or association of persons engaged in identical or similar trade of goods or provision of services and directly or indirectly determines purchase or sale prices and/or limits or controls production, supply, markets, technical developments, investments or provision of services. If the existence of such an agreement is proved, it shall be presumed to have appreciable adverse effect on competition. It is noted that the term agreement includes any arrangement or understanding or action in concert whether or not such arrangement, understanding or action is formal or in writing or whether or not such arrangement or understanding or action is intended to be enforceable by legal proceedings.
32. The Commission observes that Dumper Truck Union comprises members who are drivers and truck owners and they all are engaged in providing transportation services and could be termed to be engaged in identical or similar provision of services.
33. The Commission agrees with the DG that the allegation of CJD Logistics regarding directly or indirectly determining the sale price and/or limiting or controlling provision of services are well substantiated by the complaints made before the State authorities. Further, the fact of the writ petition filed before the Hon'ble High Court of Rajasthan at Jodhpur and the order of the Hon'ble Court passed therein, together with various communications *inter se* CJD Logistics and JSW in relation to the execution of the contract and difficulties posed by the Dumper Truck Union point towards anti-competitive conduct of Dumper Truck Union. The Commission also notes the instance of coercion/ threat received by employees of CJD Logistics, the submission of bond on



06.04.2019 by Chairman of Dumper Truck Union to police authorities with the assurance that he would not place any restriction in future and the arrest of seven persons of Opposite Parties on 15.04.2019 under the provisions of Section 107 and 116 (3) of the Criminal Procedure Code, 1973. Besides the above, the Commission notes that there was no transportation of limestone from 01.04.2019 (date of beginning of contract) till 24.04.2019 until an interim arrangement was resorted to by CJD Logistics by taking vehicles from Opposite Parties, and consequential losses were incurred by CJD Logistics @ Rs.40/MT in the transportation of limestone by compulsorily availing the services of Dumper Truck Union. It is also noted that the contract between CJD Logistics and JSW was short closed. The Commission also notes that due to the pressure of Dumper Truck Union, subsequent tenders/contracts by JSW permitted the use of the vehicles of Dumper Truck Union.

34. In view of the evidence on record, which has remained un rebutted despite opportunity granted to the Opposite Parties, the Commission is of the view that Dumper Truck Union and its constituent members have restrained CJD Logistics from executing the contract with JSW and has interfered directly with its business activity and caused loss to such company. The Commission also agrees with the findings of investigation that Opposite Parties have directly determined the sale price of transportation services for carrying limestone from Sanu mines to Bhadresh power plant of JSW plants through an interim arrangement dated 24.04.2019, which was entered into between CJD Logistics and Dumper Truck Union, through its office bearers. The said interim arrangement shows that there was consensus amongst the members of Dumper Truck Union in preventing CJD Logistics from undertaking the contractual work using its own vehicles; rather, Dumper Truck Union forced CJD Logistics to avail their services through the use of muscle force and threat of physical harm to its employees and that too at a higher price than what was contracted between CJD Logistics and JSW. The result of mutual understanding and discussion is also strengthened from the analysis of data highlighted in the Investigation Report, which showed that, during continuance of interim arrangement, transportation orders were given to members of Dumper Truck Union.

35. In view of the foregoing, the Commission is of the view that there is an understanding between members of the Dumper Truck Union to limit/control the provision of



transportation services and to fix the transportation rate at a rate higher than that determined through open tendering process, which is in violation of the provisions of Section 3(3)(a), *i.e.*, directly or indirectly determining purchase/sale prices and Section 3(3)(b), *i.e.*, limiting or controlling the provision of services. The members of the Dumper Truck Union whose trucks were being used charged a uniform price rather than offering competition to each other. The prices that were charged were not independently arrived at, but in concert under the aegis of the said Union. The Commission is, thus, of the view that Dumper Truck Union has contravened Section 3(1) read with Sections 3(3)(a) and Section 3(3)(b) of the Act. Dumper Truck Union has not refuted their conduct in any manner either by offering their stance before the DG or the Commission, despite opportunities being given.

36. With regard to violations of Section 4 of the Act, the Commission notes that the DG has not given any categorical finding as to whether Dumper Truck Union was involved in any economic activity by providing its trucks and drivers for transportation of goods and was collecting considerations received for provision of such services. All that has come on record is that Dumper Truck Union was involved in the fixation of price. In view thereof, the Commission is not determining the facts and circumstances as to whether Dumper Truck Union is an enterprise under provisions of Section 2(h) of the Act. Consequently, no case is made out under provisions of Section 4 of the Act.
37. Investigation has also found the role of Mr. Kunwar Raj Singh (the then Chairman of Dumper Truck Union) under Section 48 of the Act in perpetuating the anti-competitive conduct on behalf of Dumper Truck Union and was at the helm of affairs of Dumper Truck Union. He is also found to have extended the threat/boycott to CJD Logistics/its employees and involved in the fixing the price of transport per truck, belonging to members of Dumper Truck Union. Despite the opportunity, Mr. Kunwar Raj Singh, failed to appear either in the investigation or the inquiry, and his conduct remains unrefuted in any manner.

ORDER

38. In view of the above, the Commission holds Dumper Truck Union to have contravened the provisions of Section 3(3)(a) and 3(3)(b) read with Section 3(1) of the Act, as the said union determined prices to be charged in concert and also limited and controlled



the provision of services. The Commission, in terms of Section 27(a) of the Act, directs Dumper Truck Union and Mr. Kunwar Raj Singh, who has been held liable in terms of the provisions of Section 48 of the Act to cease and desist in the future from indulging in practices which have been found in the present order to be in contravention of the provisions of Section 3 of the Act.

39. The Commission further notes that neither the Dumper Truck Union nor Mr. Kunwar Raj Singh have furnished copies of their financial statements/Income Tax Returns, as the case may be, despite specific directions and sufficient notice given by the Commission to do so. As the requisite information is not on record, despite the opportunity having been granted to the said parties in this regard, a separate order regarding the imposition of monetary penalty may be appropriately considered, in respect of Dumper Truck Union and Mr. Kunwar Raj Singh after receipt of such information.
40. This order shall be without prejudice to any other action that may be initiated *qua* the aforementioned Union and its former Chairman for non-compliance of the directions of the Commission, as may be warranted under the relevant laws.
41. The Secretary is directed to communicate the said order the concerned parties accordingly.

(Sd/-)
Chairperson

(Sd/-)
Member (BSB)

(Sd/-)
Member (SV)

New Delhi
Dated: 07.02.2022