

**COMPETITION COMMISSION OF INDIA**

**Case No. 31/2012**

**Dated : 03/ 01 /2012**

**IN THE MATTER OF:**

Sanjay Kumar Gupta

... Informant

V.

DLF Ltd.

... Opposite Party

**ORDER UNDER SECTION 26(2) OF THE COMPETITION ACT, 2002**

The present information was filed by Shri Sanjay Kumar Gupta ('the informant'), under section 19(1)(a) of the Competition Act, 2002 ('the Act') against DLF Ltd., DLF IT Park, Ground Floor Tower B, 8 Major Arterical Road, Block A.F., New Town Rajarhat, Kolkata having its registered office at DLF Shopping Mall, 3<sup>rd</sup> floor, Arjun Marg, DLF City Phase-I, Gurgaon (referred to as 'the opposite party'), for alleged violation of section 4 of the Competition Act.

2. The informant submitted that he booked two residential apartments in the opposite party's project titled 'NEW TOWN HEIGHTS' DLF Rajarhat, Kolkata, after paying an amount of Rs. 3,00,000/- for each flat. The opposite party allotted apartment nos. NRA-114 and NRB-011 *vide* allotment letter nos. DLF/CS/S05039/NRA114/1 dated 16.01.2008 and DLF/CS/S05039/NRA011/1 dated 12.01.2008.

3. The informant alleged that even after making payments to the opposite party as and when demanded, the opposite party threatened to cancel the bookings, for which the informant initiated criminal proceedings and wrote a complaint to the Joint

Commissioner of Police, Gurgaon. At that time, with the intervention of the Joint Commissioner of Police, the opposite party agreed to reinstate the allotment to the informant.

4. However, later DLF again demanded heavy interest on the due payments without carrying out much construction, leave alone handing over the possession of the apartments. The informant also came to know from the reply of the opposite party to his advocate's letter that the allotments had already been cancelled with effect from 05.02.2011.

5. The main grievance of the informant is that the opposite party was asking heavy interest and wrongfully cancelled the bookings. The informant alleged that the opposite party by cancelling the bookings abused its dominant position and thereby contravened section 4 of the Act.

6. On perusing the information and the material placed on record it is found that the opposite party cancelled the bookings since the informant was not making timely payments and the payments offered by the informant were not in accordance with the agreed payment plan. The letter of the opposite party also shows that the payments tendered by the informant did not include the entire overdue amount against the said flats. The opposite party therefore returned the cheques to the informant on the ground of not being as per the payment plan and not including the entire due amount. The cheques were sent to the informant's address again and again but the informant did not accept them and avoided receiving them.

7. The dispute between the parties is limited to the issue as to what was the amount payable by the informant. The complaint made by informant to Joint Commissioner of Police, Gurgaon is also to this effect. The grievance made in the information is about charging exorbitant rate of interest on delayed payments as well as delay in offering possession. However, letter of the opposite party written to allottees show that possession was likely to be handed over to allottees in March-April 2012. No competition issue arises in the matter.

8. The Commission finds that no *prima facie* case is made out against the opposite party under section 4 of the Act for referring the matter to DG for investigation. It is a fit case for closure under section 26(2) of the Act and is hereby closed.

The Secretary is directed to inform the informant accordingly.

Sd/-  
(H.C.Gupta)  
Member

Sd/-  
(Geeta Gouri)  
Member

Sd/-  
(Anurag Goel)  
Member

Sd/-  
(M.L.Tayal)  
Member

Sd/-  
(Justice S.N.Dhingra)  
(retd.)  
Member

Sd/-  
(Ashok Chawla)  
Chairperson