



In Re:

Shri Raj Kamal Bhatia,
S/o Sh. S. C. Bhatia
Address: B-1/27, Ground Floor,
Malviya Nagar
New Delhi - 110017.

Informant

And

M/s. Supertech Limited,
Through its Managing Director,
Office: Supertech House, B-28-29,
Sector 58, Noida, Uttar Pradesh.
Regd. Office: 1114, 11th Floor,
Hemkunt Chambers, 89, Nehru Place,
New Delhi - 110019.

Opposite Party

CORAM:

Mr. Ashok Chawla
Chairperson

Dr. Geeta Gouri
Member

Mr. M. L. Tayal
Member

Justice S. N. Dhingra (Retd.)
Member

Mr. S. L. Bunker
Member

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

The information in the present case has been filed by Sh. Raj Kamal Bhatia (hereinafter referred to as the '**Informant**') under Section 19(1) (a) of the Competition Act, 2002 (hereinafter referred to as '**the Act**') against M/s. Supertech Limited (hereinafter referred to as '**the Opposite Party**') alleging abuse of dominant position by the OP for its real estate project "Supertech Up-Country" at Sector 17 A, Yamuna Expressway Industrial



Development Authority - 201303 (hereinafter referred to as 'the **Project**'). OP is a real estate development company engaged in development of various real estate projects in Northern India.

2. Informant contended that currently OP is currently engaged in about 40 on-going projects in India to the value of Rs. 14,000 crores. Informant booked a plot measuring 200 sq. yards in the project of the OP at price of Rs. 13066/- per sq. yards on 21.05.2010. Informant paid 25% of price at the time of booking by way of two instalments of Rs. 2,00,000/- and Rs. 4,53,300/- on 21.05.2010 and 30.07.2010 respectively. Informant paid the second instalment of Rs. 6,53,300/- on 29.11.2010.

3. Informant alleged in the information that OP sent a computer generated booking form on 22.10.2010 and demanded charges like interest free maintenance security, external development charges, PLC etc., in addition to basic sale price of plot, which the allottees were not informed about at the time of booking of plots. The originally allotted plot to the informant was also changed and Informant was allotted another plot which was communicated to him by email on 10.02.2011.

4. An unsigned allotment letter was sent by the OP to the allottee wherein the price was mentioned as Rs. 27,90,000/- instead of Rs. 26,13,200/- in the booking form. Informant signed the allotment letter under protest and highlighted to the OP that certain clauses were arbitrary and biased in favour of OP. OP sent a possession letter to Informant on 20.06.2012, demanding Rs. 17,18,149 as balance payment and certain other charges which were not mentioned in the booking form and allotment letter. Relatives of Informant, who had also booked a plot with the OP received a similar letter dated 04.08.2010 quoting inflated prices. After they raised a protest, OP corrected its demand and issued allotment letter with correct price.

5. It has been further alleged in the information that OP had forfeited the entire amount standing to Informant's credit i.e. Rs. 20, 92,500/-, as



opposed to terms of contract which provided for forfeiture of earnest money and termination charges only. OP also demanded higher interest rate for delayed payments as opposed to 18% mentioned in the allotment letter. Informant also submitted that State Consumer Disputes Redressal Commission granted stay in favour of the Informant *vide* its order dated 11.10.2013 against the OP.

6. The Commission considered all the materials on record including the information and the submissions made in the information.

7. Informant admittedly booked a plot in project of OP in sector 17A of Yamuna Expressway Development Authority. Keeping in view the facts of the case regarding substitutability and characteristics of services, their prices and intended use, the relevant market would be “the provision of services for development and sale of residential plots in the region of Noida, Greater Noida and Yamuna Expressway falling within the district of Gautam Budh Nagar”.

8. The main allegation of Informant is that OP abused its dominant position by imposing one sided terms and conditions in the allotment letter, cancelling the plot and forfeiting the amount deposited by the Informant towards the cost of the plot without any justification.

9. *Prima facie*, the OP does not appear to be dominant in the relevant market. As per the information available in public domain, there are many real estate projects in the above said relevant market by well-known developers like Jaypee, Jaypee Greens, Lotus Greens, Amarpali, Three C Company, Omaxe, Unitech, Parsvnath, Gaursons, Prateek Group, Mahagun, Steller Constellation, Shubkamana, Ajay Enterprises, ATS Infrastructure, Eldeco, Gaur Yamuna City etc., operating and competing with each other. Further, as per land bank data provided by Greater Noida Development Authority to DG during investigation in case nos. 72/2011 and 16, 34, 53 of 2012; the OP was allotted only 63 acres whereas certain other developers were allotted much larger lands.



10. In view of the above discussion, there does not exist a *prima facie* case for causing an investigation to be made by the Director General under section 26(1) of the Act. It is a fit case for closure under section 26(2) of the Act and the same is hereby closed.

11. The Secretary is directed to inform the parties accordingly.

New Delhi
Date 05-02-2014

Sd/-
(Ashok Chawla)
Chairperson

Sd/-
(Dr. Geeta Gouri)
Member

Sd/-
(S. N. Dhingra)
Member

Sd/-
(M. L. Tayal)
Member

Sd/-
(S. L. Bunker)
Member