



**COMPETITION COMMISSION OF INDIA**

**Case No. 96 of 2014**

**In Re:**

**Shri Sanjay Goel,  
B-87, Sarvodaya Enclave,  
New Delhi**

**Informant**

**And**

**The Chief Executive Officer,  
Greater Noida Industrial Development Authority,  
H-169, Sector Gama, Chitvan Estate, Greater Noida City  
Greater Noida, District- Gautam Budh Nagar,  
U.P.**

**Opposite Party No. 1**

**The Chief Executive Officer,  
Yamuna Expressway Industrial Development Authority,  
First floor, Commercial Complex,  
P-2, Sector-Omega-I,  
Greater Noida, U.P.**

**Opposite Party No. 2**

**The Chief Executive Officer,  
New Okhla Industrial Development Authority,  
Main administrative Complex,  
Sector -6, Noida,  
Gautam Budh Nagar, U.P.**

**Opposite Party No. 3**



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**CORAM**

**Mr. Ashok Chawla**

**Chairperson**

**Mr. S. L Bunker**

**Member**

**Mr. Sudhir Mital**

**Member**

**Mr. Augustine Peter**

**Member**

**Mr. U. C. Nahta**

**Member**

**Present:** Mr. J. S. Goel and Mr. Sanjiv, Advocates for the Informant

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

1. The present information has been filed by Shri Sanjay Goel (hereinafter referred to as the “Informant”) under section 19(1)(a) of the Competition Act, 2002 (hereinafter referred to as the “the Act”) against Greater Noida Industrial Development Authority (hereinafter referred to as the “OP 1”), Yamuna Expressway Industrial Development Authority (hereinafter referred to as the “OP 2”) and New Okhla Industrial Development Authority (hereinafter referred to as the “OP 3”) through their respective Chief Executive Officers (OP 1, OP 2 & OP 3 collectively referred to as the “Opposite Parties”) alleging, *inter alia*, contravention of the provisions of sections 4 of the Act.



2. Facts of the case may be briefly noted:

2.1 As per the Information, the Informant is an advocate residing in Sarvodya Enclave, New Delhi. It is stated that the Opposite Parties were constituted under the Uttar Pradesh Industrial Area Development Act, 1976, (hereinafter referred to as the “UP Act”) for the purpose of acquiring land in their notified area by the Government of UP under the Land Acquisition Act, 1894.

2.2 It is stated that OP 1 advertised many residential and industrial schemes in various newspapers and had even allotted plots to the eligible persons. The Informant has alleged that OP 1 collects the entire amount including the acquisition & development cost and other charges at the time of allotment. It is further alleged that OP 1 took huge amount of money from the allottees as levies in the name of transfer charges, location charges, penalties, interest etc.

2.3 It is averred that the allottees are required to construct their own houses on the plot according to illegal terms & conditions imposed by OP 1. It is alleged that even after paying huge amount of money starting with the purchase of land to its development/ construction and making payment to various authorities for location charges, transfer charges, stamp duty, registration charges etc., the allottees are illegally given the status of a lessee. OP 1 is alleged to have imposed unfair & discriminatory terms & conditions and also threatened to cancel the Lease.

2.4 The Informant has further alleged that the condition of lessee is worse than slaves & bonded labourers since they have no right over the said property and are made to run after the officials of OP 1 for seeking various permissions, occupancy certificate, functional certificate etc., and are made to pay huge amount of money as bribe.



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2.5 As per the Lease Deed, the allottees/lessee were alleged to have been made liable to pay assessments of every description including beneficitation levy, required to obey all directions of OP 1, erect their building according to the regulations of the authority, obtain sewerage, electricity & water connection at their own expenses, keep the house in good shape, having no right to add or alter on the said property without the permission of the lessor and requires permission in case the building is used for the purpose other than the purpose prescribed by the OP 1. It is averred that the allottees are barred from assigning, sub-letting, relinquishing, transferring or parting with the possession without the prior permission of OP 1 and are made liable to pay amount as transfer charges, 25% of unearned increase in the value of property in the event of sale/fore-closure, pay huge amount of penalties which may include cancellation of the Lease Deed for breach of any of the terms & conditions of the said Lease Deed.

2.6 It is alleged that the terms and conditions of the said Lease deed are violative of Article 14 of the Constitution of India since private builders like Ansals & Jaypee have been allotted land on freehold basis while the direct allottees like the Informant have been allotted land on leasehold basis. This is alleged to have been done by OP 1 to exploit the vulnerable allottees since in other neighbouring areas in U.P like Indirapuram, Vaishali, Vasundhara, Kaushambi etc. in the city of Ghaziabad, land is being allotted on freehold basis.

2.7 The Informant has alleged that OP 2 & OP 3 are also abusing their dominant position in a similar way by allegedly imposing highly discriminatory and unfair terms & conditions on the allottees.

2.8 Aggrieved by the alleged abusive conduct of the Opposite Parties, the Informant has, *inter alia*, prayed for declaring the properties, allotted by



the Opposite Parties, as free hold thereby making allottees the rightful owners of the said properties.

3. The Commission perused the material available on record including the information and the additional submissions filed by the Informant. The arguments made by the counsel on behalf of the Informant were also considered by the Commission. It is observed that the Informant is primarily aggrieved by the alleged allotment of the land on leasehold basis by the Opposite Parties, which is alleged to be in contravention of the provisions of section 4 of the Act.
4. At the outset, the Commission notes from the information available in public domain that the Opposite Parties were constituted under the UP Act for the purpose of acquiring land in their notified area by the Government of UP under the Land Acquisition Act, 1894 or by way of agreement, to prepare Master Plan for development of the area to demarcate and develop sites for various land uses, to allot plot/properties as per the regulations, to regulate the erection of buildings and setting up industries and to provide infrastructure and amenities.
5. The Informant has not submitted any cogent material to show that any of the Opposite Parties is dominant in the region of Noida, Greater Noida and Yamuna Nagar Expressway falling within the district of Gautam Budh Nagar. However, in view of the facts and circumstances obtaining in the present case, the Commission does not deem it necessary to define the relevant market as the alleged conduct of the Opposite Parties like allotment of land on leasehold basis, bribery etc. do not appear to fall in the category of abuse in terms of the provisions of section 4 of the Act.
6. In the light of the above analysis, the Commission finds that no *prima facie* case of contravention of the provisions of section 4 of the Act is



made out against the Opposite Parties in the instant matter. Accordingly, the matter is closed under the provisions of section 26(2) of the Act.

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

**Sd/-**  
**(Ashok Chawla)**  
**Chairperson**

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

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

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

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

**New Delhi**

**Date: 04.02.2015**