



COMPETITION COMMISSION OF INDIA

Case No. 17 of 2017

In Re:

Vishal Pande
R/o Near Akashwani Signal Jalna Road
Aurangabad, Maharashtra-431001

Informant

And

Honda Motorcycle and Scooter India Private Ltd.
Commercial Complex-II, Sector 49-50, Golf Course
Extension Road, Gurugram, Haryana-122002

Opposite Party

CORAM

Mr. Devender Kumar Sikri
Chairperson

Mr. Sudhir Mital
Member

Mr. Augustine Peter
Member

Mr. U.C. Nahta
Member

Justice G.P. Mittal
Member



Appearances during the preliminary conference held on 10th January, 2018:

- For the Informant:* : Mr. Aniruddha Deshmukh, Advocate
Informant in-person
- For Honda Motorcycle and Scooter India Private Limited* : Mr. Balbir Singh, Senior Advocate,
Mr. Dhruv Gupta, Advocate,
Mr. Aditya Bhattacharya, Advocate,
Mr. Abhishek Bhagel, Advocate,
Mr. Prerana De, Advocate,
Mr. Jitender Batla, Manager (Legal)

Order under Section 26(1) of the Competition Act, 2002

1. The present information has been filed under Section 19(1)(a) of the Competition Act, 2002 (“**the Act**”) by Mr. Vishal Pande (“**the Informant**”) against Honda Motorcycle and Scooter India Private Limited (“**the OP**”) alleging contravention of the provisions of Sections 3 and 4 of the Act. Subsequently, the Informant filed amended information on 18th August, 2017.
2. Brief facts and allegations are summarised as under:
 - (a) The Informant is the proprietor of M/s Atul Cars located in Aurangabad and was an authorised dealer of two wheelers of the OP for a period of 15 years. The Informant acquired dealership and service centre of the OP in Aurangabad through a non-exclusive standard form of agreement between the parties (“**Dealership Agreement**”).
 - (b) The OP is a wholly owned subsidiary of Honda Motor Company Ltd, Japan and is engaged in the business of manufacturing of two-wheelers in India. It is claimed that the OP is the second largest and fastest growing two-wheelers company in India.



- (c) In 2015-16, the OP missed out being the top two-wheeler seller by 20,000 units to Hero Splendor and recorded a year on year increase, thereby demonstrating that it commands a large market share. Between February and July, 2016, Honda Activa outsold Hero Splendor and its sales grew at the rate of 16-19 percent in contrast to tepid growth of Hero Splendor. The OP consistently outsold Hero Motorcorp Ltd. even in the motorcycle segment which is evident from its sales figures for the period November, 2015 to June, 2016. The rate of the OP's growth in August, 2015 was 27 percent, with Honda Activa outselling Hero Splendor. Thus, the OP stood as the second largest market share holder in the market of two-wheelers and the market leader in the market for scooters with a market share of 59.1 percent.
- (d) The OP is alleged to have perpetuated tie-in arrangements, imposed resale price maintenance and maintained a discount control mechanism through the standard form of Dealership Agreement. In addition to these anti-competitive arrangements, the OP is alleged to have abused its dominant position and imposed unfair conditions in the purchase or sale of goods thereby harming the interest of dealers.
3. The allegations levelled in the information and amended information are summarised as under:
- (a) *Restriction on the purchase of oils and consumables:* The OP required the Informant and other dealers to purchase recommended grade of engine oil and consumables only from two vendors namely M/s. Idemitsu Lube India and Tide Water Oil Company (India) Ltd and that too at a price higher than the prevalent market price. Further, the OP enforced the purchase of engine oil from authorised vendors by threatening termination of dealership or refusing to honour the warranty clauses. By making it mandatory to purchase oil from these vendors, the



OP imposed a tie-in arrangement and denied market access to other oil companies dealing with the recommended grade of engine oil.

- (b) *Restriction on the purchase of accessories:* The Informant was forced to maintain stock of authorised accessories like mats, side stand, mud-guard, number plate, side-step, etc, classified as genuine accessories. If non-genuine accessories were sold by a dealer, such dealer would be liable to penalty. However, allegedly these accessories have nothing to do with the operation of the vehicle and were essentially in the nature of customisable options. The OP thus imposed an unfair condition and a tie-in arrangement by way of mandatory requirement to buy the said accessories only from the OP's authorised sources.
- (c) *Refusal to deal with any competing product:* The Informant had to adhere to an exclusive supply agreement as part of the Dealership Agreement. This included a condition of refusal to deal prohibiting the Informant from dealing in any manner with any competing product.
- (d) *Restriction on Annual Maintenance Contract (AMC), Extended Warranty (EW) and Road Side Assistance (RSA):* As per the Dealership Agreement, every dealer was required to sell the AMC, EW and RSA authorised only by the OP. The rates of each of these products/services were also prescribed by the OP. The OP set a target for each dealer to sell such services to the customers. The rates prescribed by the OP for the said products/services were on the higher side and the dealers were prohibited from offering the same products to the customers at a cheaper rate. The OP tracked the usage of AMC, EW and RSA by issuance of booklets published by Corporate India Warranties (I) Pvt. Ltd. The purchase of AMC, EW and RSA was contingent upon the purchase of the said booklets, which on an average costed Rs. 350 per booklet. Further, the OP derived huge amount of royalties from the sale of AMC, EW, RSA booklets. Such conduct amounts to



contravention of Section 3(4) read with Section 3(1) in addition to Section 4(2) of the Act.

- (e) *Deliberate deduction from dealer's account to fund advertising expenses:* The OP had made the dealers bear the advertising cost even though the OP itself releases the advertisement. The advertisement fund is dependent upon the number of dispatches in the relevant period in the area. The OP has an exclusive arrangement with M/s Goldmine Advertising and the dealers are prohibited from dealing with any other advertising agency at a cheaper rate. Forcing dealers to enter into a tie-in arrangement of exclusively availing advertising services from M/s Goldmine Advertising is in contravention of Section 3(4) as well as Section 4 of the Act.
- (f) *Compulsory off-loading of stock and slow moving models:* The OP was debiting two wheelers against the Informant's account so as to achieve its internal target. The Informant had to accept the dispatches made by the OP on account of its threat to confiscate the Informant's security deposit as well as termination of the Dealership Agreement. The OP billed slow moving vehicles on the Informant's account despite there being no demand for the same. Despite several protests by the Informant, the OP did not take the stocks back.
- (g) *Compulsory billing of merchandise:* Along with the sale of two wheelers, the OP billed the Informant for merchandise items like caps, bags, t-shirts, jackets, pen-drives, etc. and the amount was debited from the account of the Informant. Such conduct amounts to a tie-in arrangement as the dealers are forced to buy the said merchandise items so as to continue receiving the stock of two wheelers.
- (h) *Restriction regarding the sale of batteries:* The OP further mandated the purchase and use of batteries manufactured by Exide India Limited (**EIL**) and Amara Raja Ltd. The batteries could not be purchased even from the authorised distributors of these manufacturers. If other products were used, the Informant would get a



negative assessment score, which would be a ground for termination of dealership. Such restriction on the purchase of batteries, in favour of the said two companies amounts to a tie-in arrangement.

- (i) *Exclusive arrangements with financiers and insurance partners:* The OP had also put a condition that a financier authorised by the OP would be present in the showroom of the Informant. During inspection by the OP, if financier of any other company was found in the showroom, negative marks would be awarded during evaluation resulting in termination of dealership. As a result of such practice, the Informant was unable to offer its customers better financing options. Similarly, the OP had arrangements with four insurance companies, which were nominated as preferred insurance partners. Preference and restriction on the dealers to deal with other service providers are in the nature of tie-in arrangement in contravention of the provisions of the Act.
- (j) *Re-sale price maintenance and discount control mechanism:* The OP fixed the ex-showroom price of various models at different levels for different towns within the same state. The Informant was compelled to follow the directions of the OP in the matters of fixation of resale price, in addition to the amount of discount to be offered to the consumers. The Informant was also restrained from offering any scheme to the consumers which was not in line with the scheme of the OP. The OP has a team of mystery shoppers which pose as ordinary customers to see whether the dealers are offering any discounts. Even though the dealers were willing to provide discounts, the same could not be offered to the customers as the OP imposed penalty upon dealers offering discount beyond the specified limit. Imposition of resale price maintenance/ discount control mechanism affects consumers as prices charged are higher than the competitive price for such product. Maintenance of resale price of two-wheelers adversely affects the end-consumers and distorts the market forces.



- (k) *Fixation of limits of geographic operation:* The OP had prohibited the Informant from selling vehicles outside its area of operation specified in the Dealership Agreement. The Informant being the largest dealer of the OP in Aurangabad, many persons from far off places wanted to purchase vehicles from the Informant, owing to better price and customer experience. However, due to restriction by the OP, the dealers were restricted from dealing with customers from a different locality. Such practice besides denying the market access to the Informant also denied benefits to customers that would have accrued otherwise.
- (l) *Enforcing hub and spokes arrangement by negatively evaluating dealers:* The OP specified the vendor of tools and their respective manufacturers. Instead of specifying the grade and rating of tools, the OP specified the manufacturer of tools from whom the Informant shall procure tools. Rates at which tools were to be procured were also prescribed by the OP. Further, the OP carried out a detailed evaluation of other hub and spokes arrangements regarding accessories, merchandise, consumables, finance, insurance, *etc.* and awarded negative marks for not adhering to norms set by the OP.
- (m) *Termination of dealership and refusal to take back stock:* The OP was entitled to terminate the agreement subject to prior notice of one month, after which the OP was required to repurchase the stock held by the Informant and render full and final settlement of accounts. Without serving any notice, the Informant's dealership was terminated by the OP on the ground of non-stocking of genuine accessories and sales made beyond the territorial operation, specified in the Dealership Agreement. The Informant also alleged that despite repeated requests, the stock was not repurchased by the OP.
4. The Informant has, *inter-alia*, prayed before the Commission to initiate an inquiry against the OP for contravention of the provisions of Sections 3 and 4 of the Act and issue an appropriate direction.



5. The Commission considered the information and amended information on 30th November, 2017. The Commission further heard the parties through their authorised representatives during the preliminary conference held on 10th January, 2018. The Commission has given a careful consideration to the information, amended information, submissions made during the preliminary conference and other material available on record. The *prima-facie* determination of the Commission is as under:

5.1. The Commission notes that the Informant has alleged contravention of the provisions of Sections 3 and 4 of the Act.

5.2. For the purpose of examining the case under Section 4 of the Act, it would be relevant to take into account whether the OP enjoys a dominant position in any relevant market.

5.3. The Informant has submitted that the relevant product market in the present case can be defined as “*the market for two-wheelers*” as consumers view scooters and motorcycles to be substitutable and both the category of vehicles are sold through a common dealership. As regards the relevant geographic market, the Informant has submitted that two-wheelers can be purchased across India at the same ex-showroom price with the introduction of GST. Further, the conditions of competition for sale of two-wheelers are uniform across India and thus, the relevant geographic market may be the territory of India.

5.4. The Commission observes that although the intended use of motorcycles and scooters is same to a large extent, yet they are different from each other in terms of their characteristics such as speed, mileage, appearance, *etc.* Further, the taste and preferences of consumers play an important role in delineation of the relevant product market. For example, younger generation may prefer motorcycles over scooters, whereas the older ones may have a preference for scooters. A person who intends to buy a motorcycle may not normally switch towards buying scooters and



vice-versa. Therefore, based on the limited information available at this stage, it appears that motorcycles and scooters may not be regarded as substitutable in terms of characteristics and consumer preference and may constitute two different relevant product markets. As regards the relevant geographic market, the Commission notes that the conditions of competition for sale of motorcycles and scooters appear to be homogenous across India. Thus, the relevant geographic market, *prima-facie*, is India. Accordingly, relevant markets in the instant case could be defined as (i) '*market for manufacture and sale of motorcycles in India*'; and (ii) '*market for manufacture and sale of scooters in India*'.

5.5. With regard to the dominant position, it would be relevant to look into the sale data of the OP and its competitors in both the relevant markets. In the '*market for manufacture and sale of motorcycles in India*', the Commission observes that as per the sales data of motorcycles for the years 2010-11 to 2016-17, as available on Industrial Outlook and CMIE Database, Hero Motocorp Limited is the leading entity in this relevant market with a market share ranging between 44.43 percent and 48.39 percent followed by Bajaj Auto Ltd. The OP is at the third place with a market share varying between 7.14 percent and 12.63 percent. Considering the market share of the OP in this relevant market, *prima-facie*, it does not appear to enjoy a dominant position in this relevant market. Accordingly, it does not merit investigation for abuse in this market.

5.6. In the '*market for manufacture and sale of scooters in India*', the Commission observes that as per company-wise sale data of scooters for the years 2010-11 to 2016-17, as available on Industrial Outlook and CMIE Database, the OP is consistently leading in this relevant market with a high market share ranging between 43.30 percent and 56.82 percent followed by TVS Motor Co Ltd. whose market share is ranging between 21.44 percent and 14.76 percent. In 2013-14, the market share of the OP was around 4 times the market share of TVS Motor Co. Ltd and similar trend has been observed in other years as well. Further, the relevant



market appears to exhibit entry barriers due to huge capital cost involved in setting up a manufacturing facility. At *prima-facie* stage, these considerations suggest that the OP enjoys a dominant position in the '*market for manufacture and sale of scooters in India*'.

- 5.7. The Commission has given a careful examination to the alleged imposition of several unfair conditions on the Informant through the Dealership Agreement which merit examination as abuse of dominant position in the '*market for manufacture and sale of scooters in India*'.
- 5.8. It appears that the OP has made it mandatory for the Informant and other dealers to purchase oil and lubricants only from two vendors namely: M/s. Idemitsu Lube India and Tide Water Oil Company (India) Ltd and that too at a price higher than the prevalent market price. Further, the Commission observes that *vide* circular dated 25th February, 2014, the OP has made it mandatory for the dealers to purchase Honda genuine engine oil through the OP's authorised vendors only. The Commission further notes that through Clause 10.13(c) of the Dealership Agreement, the OP has made it mandatory for the dealers to adhere to the instructions and guidelines on purchase of spare parts, accessories, various consumable items, warranty and any other matter. Furthermore, Clause 10.21 of the Dealership Agreement lays down that, "*Dealer is strictly prohibited to purchase, stock, use and sell non-genuine spare parts and consumables. Dealer is also restrained from promoting fuel additives at its all locations (including network locations) which are not recommended by the Company*". It appears that the OP has classified certain accessories as 'genuine' without any basis and is charging a higher price for the same. The OP has also made it compulsory for the dealers to use batteries manufactured by only two companies *i.e.* EIL and Amara Raja Ltd. or else the dealers would get a negative assessment score, which could



be a ground for termination of the dealership. As per the Informant, all these restrictions are enforced through threats of penalty.

5.9. The Commission observes that Clause 2.3 of the Dealership Agreement insist dealers to sell only the products supplied by the OP. The OP had issued a circular dated 28th July, 2014 wherein it was stated that *“It is strictly advised to ensure that only Honda Genuine Accessories are being fitted in all HMSI model. Dealers are not authorised to use/sell “Non-Genuine Accessories” at its place as well as any of its network.....Based on the feedback and observation HMSI may impose penalty to those dealers wherein Non-Genuine accessories are being used”*. These accessories are allegedly expensive than the accessories available in the market and have nothing to do with the operation of a two-wheeler. Clause 10.13(d) in the Dealership Agreement provides that *“In his Outlet and network, Dealer shall always promote all value added services and any other promotional schemes as recommended by the Company from time to time such as AMC, EW, RSA etc”*. Further, AMC, EW and RSA are allegedly made available at a high price and a dealer is precluded from offering the same at a lower price. The purchase of AMC, EW and RSA have been made contingent upon purchase of booklets from Corporate India Warranties (I) Pvt. Ltd., which costs Rs. 350 per booklet.

5.10. The Commission further notes that through Clause 11.2 of the Dealership Agreement, the OP made the Informant compulsorily bear the advertising cost. The contribution of the dealers towards the advertising cost is computed on the basis of number of dispatches made to the dealer in the relevant period. Further, the OP has an agreement with M/s Goldmine Advertising and the dealers cannot deal with any other advertising agency. The Informant also has to accept all dispatched vehicles by the OP as the OP debits the Informant’s account and the Informant is left with no choice. The OP also allegedly gave threats of cancellation of dealership and confiscation of the security deposit by the Informant. The OP



also billed the Informant for merchandise items like caps, bags, t-shirts, raincoats, pen drives, *etc.*, which have no connection with the sale of two-wheelers.

5.11. Based on above, the Commission is *prima-facie* satisfied that the restrictions imposed by the OP for sale of oil, lubricants and batteries are unfair and in contravention of Section 4(2) (a)(i) of the Act. Similarly, the condition for mandatory purchase of accessories, merchandise items, forceful billing of slow moving vehicles, compulsory deduction of advertising expenses, restrictions on insurance and finance options, making purchase of AMC, EW and RSA contingent upon purchase of booklets from Corporate India Warranties (I) Private Limited, termination of dealership without prior notice and refusal for stock buyback appear to be unfair and suggest *prima-facie* contravention of Section 4(2) (a)(i) of the Act. The Commission is also *prima-facie* satisfied that the Dealership Agreement has been concluded with the said supplementary obligations which, by their nature or commercial usage, have no connection with the subject of the contract. Thus, the Commission is of the *prima-facie* view that the conduct of the OP merits examination under Section 4(2) (d) of the Act.

5.12. The Commission also notes that the mandatory requirement imposed by the OP on its dealers for purchase of oil and consumables, genuine accessories, AMC, EW and RSA, advertising services, merchandise items, batteries, insurance and finance options, from designated sources; resale price maintenance and discount control mechanism; allocation of any area or market for the disposal or sale of the goods; and exclusive supply agreement/refusal to deal; also appear to be in the nature of anti-competitive restraints covered under section 3(4) of the Act. Each of these anti-competitive restraints are discussed as under:

(a) *Oil & lubricants, batteries, accessories, merchandise items, insurance and finance services:* The requirement that dealers shall source oil & lubricants,



batteries, accessories, merchandise items, and insurance and finance services only from designated sources are in the nature of exclusive supply agreement and refusal to deal. As pointed out by the Informant, such restrictions limit the dealers from procuring same/similar items from other sources at a cheaper price. This restriction on the choice of dealers can limit the benefits to the consumers that would have resulted otherwise. Further, it appears that the merchandise and accessories have nothing to do with the operation of the two-wheelers. The Informant has further alleged that the OP forces its dealers to adhere to the said stipulations by giving the threat of termination of dealership or imposition of penalty. The Commission notes that the alleged prohibition on dealers to source the same products specified by the OP from open market can create barriers for suppliers of oil and lubricants, batteries, *etc.*, who compete with these suppliers besides better prices to the consumers. A stipulation that appears to create entry barriers, scuttle choice of consumers, result in higher prices, thereby denying benefits to the ultimate consumers is likely to result in appreciable adverse effect on competition. Thus, the Commission is *prima-facie* satisfied that the said mandatory requirements amount to contravention of Section 3(4) (b) and 3(4) (d) read with Section 3(1) of the Act.

- (b) *Advertising services, AMC, EW and RSA:* The Commission notes that an arrangement whereby advertising cost is debited from the dealers accounts on the basis of number of vehicles dispatched to them appears to be in the nature of a tie-in arrangement. Further, the requirement that the dealers shall avail advertising services only from M/s. Goldmine Advertising is in the nature of exclusive supply arrangement and refusal to deal, as per Section 3(4) (b) and (d) of the Act. The Commission is of the *prima-facie* view that the said practices have the potential to create entry barriers for other advertising agencies, which could have offered similar advertising services to the Informant. Similarly, the condition that customers of AMC,



EW and RSA should necessarily buy booklets issued by Corporate India Warranties (I) Pvt. Ltd. at this stage appears to be a tie-in arrangement and likely to cause appreciable adverse effect on competition. The Commission is *prima-facie* satisfied that the said restrictions amount to contravention of Section 3(4) (a), 3(4) (b) and 3(4) (d) read with Section 3(1) of the Act.

- (c) *Resale Price Maintenance*: The Commission notes that the OP appears to implement a resale price maintenance, in addition to the restrictions on the discount being offered by the dealers. This is evident from the e-mail dated 30th August, 2016 written by the OP to the Informant stating that “*With reference to recent market updates, mystery calls, HMSI team visits and analysing of some quotations, it is found that few dealers are offering heavy discounts to customers.....which leads to unhealthy price practice.....It is a very serious matter and can attract financial penalty or also impact on dispatches.*” The Commission notes that maintenance of resale price of two-wheelers is not likely to accrue any benefit to the consumers rather it could forfeit the benefits to consumers in terms of lesser price. Further, resale price maintenance is also not likely to result in any improvement in production or distribution of goods or provision of services. Further, such practice is likely to foreclose intra-brand competition amongst the dealers thereby denying consumers better prices. Thus, the Commission is of the *prima-facie* view that resale price maintenance imposed by the OP, which includes monitoring of maximum permissible discount level through discount control mechanism and levy of penalty for non-compliance and appointment of mystery shoppers to collect data from dealers, amounts to contravention of Section 3(4)(e) read with Section 3(1) of the Act.



- (d) *Fixation of limits of geographical operation:* In the present case, the OP has allocated areas to its dealers for sales. The emails dated 28th November, 2013 and 20th September, 2016 of the OP to the Informant support the allegation of territorial allocation to the dealers. In terms of Section 3(4) (c) of the Act, an exclusive distribution agreement includes any agreement to limit, restrict or withhold the output or supply of any goods or allocate any area or market for the disposal or sale of the goods. The OP extends vertical relationship with its dealers and has mandated them to restrict their sales within their designated area. The Commission is of the view that such territorial restriction affects intra-brand competition as it restricts distribution into other areas and creates barriers to entry. As the OP enjoys a dominant position in the *market for manufacture and sale of scooters in India*, the territorial restriction can lead to appreciable adverse effect on competition. Thus, *prima-facie*, the territorial restriction is in contravention of Section 3(4) read with Section 3(1) of the Act.
- (e) *Refusal to deal with competing products:* The Informant has alleged that it has to adhere to an exclusive supply arrangement as an obligation under the Dealership Agreement. This also includes a condition of refusal to deal as envisaged in Clause 10.13 (b) of the Dealership Agreement which prohibits the Informant from dealing with any competing product. Although Clause 10.14 of the Dealership Agreement provides that a dealer can deal with competing products with prior written consent of the OP, it has been alleged that this permission is an illusory device in light of abovementioned clause. The Commission observes that Clause 10.13(b) of the Dealership Agreement states that “*The Dealer shall render service on any product, which may have been sold by the Dealer, or directly by the Company or by any other Dealer of the Company, irrespective of whether the Product comes for free or paid service, repairs, maintenance or any other service related problem. However, the Dealer shall not service and/*



or deal in vehicles which are competing in open market with the products of the Company". Further, Clause 10.14 of the Dealership Agreement states that *"During the tenure of this Agreement, the dealer shall not directly or indirectly, or through its subsidiaries, affiliates or any other party, carry on or participate in India in the business of competing products or any other business similar to or competitive with the business of the Company which may harm Company's interest without the prior written consent of the Company. Dealers, stockiest, ASC or any other business operation/ arrangement may co-exist at a given location and shall not indulge in activities like price undercutting, which may harm brand equity of the Company"*. The Commission observes that 'exclusive supply agreement' has been explained under Section 3(4) of the Act in an inclusive manner to include *"any agreement restricting in any manner the purchaser in the course of his trade from acquiring or otherwise dealing in any goods other than those of the seller or any other person"*. Further, 'refusal to deal' has been explained under Section 3(4) of the Act to include *"any agreement which restricts, or is likely to restrict, by any method the persons or classes of persons to whom goods are sold or from whom goods are bought"*. The Commission notes that Clause 10.14 of the Dealership Agreement does not strictly set out an exclusivity clause creating an obligation on a dealer or preventing a dealer from dealing with competing dealerships or other businesses as dealer can do such activities with the prior written permission from the OP. The Commission is of the *prima-facie* view that standard clauses requiring dealers to take prior permission of the manufacturer, before undertaking other dealerships, are usually meant to keep resources of dealers dedicated to the business of the manufacturer. Such clauses cannot be faulted unless there is material to suggest *de facto* exclusivity. As no material on record suggest measures prohibiting dealers from dealing in other products, a mere stipulation for prior permission does not



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appear to be a restriction in the nature of exclusive supply obligation or refusal to deal.

6. In view of above discussion, *prima-facie*, a case of contravention of the provisions of Section 4 and 3(4) of the Act is made out against the OP. The Director General (DG) is directed to cause an investigation to be made into the matter and to complete the investigation within a period of 60 days from receipt of this order.
7. Nothing stated in this order shall tantamount to expression of final opinion on the merits of the case and the DG shall conduct the investigation without being swayed in any manner whatsoever by the observations made herein.
8. The Secretary is directed to send a copy of this order along with the information and the documents filed therewith to the Office of the DG forthwith.

Sd/-
(Devender Kumar Sikri)
Chairperson

Sd/-
(Sudhir Mital)
Member

Sd/-
(Augustine Peter)
Member

Sd/-
(U. C. Nahta)
Member

Sd/-
(Justice G. P. Mittal)
Member

New Delhi,
Date: 14/03/2018