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COMPETITION COMMISSION OF INDIA

Case No. 94 of 2016

In Re:

**Gurgaon Institutional Welfare Association
34/35, Village Sukhrali, Gurugram, Haryana**

Informant

And

**Haryana Urban Development Authority (HUDA),
Plot No. C-3, Sector 6, Panchkula, Haryana**

Opposite Party

CORAM

**Mr. Devender Kumar Sikri
Chairperson**

**Mr. S.L. Bunker
Member**

**Mr. Sudhir Mital
Member**

**Mr. Augustine Peter
Member**

**Mr. U.C. Nahta
Member**

**Justice G.P. Mittal
Member**

Presence

For Informant:

Shri Anil K. Aggarwal, Advocate, AOR
Shri Vithal Mittal, Vice President, GIWA
Shri Rave Mediratta, Member, GIWA
Shri Rishi Khera, Member, GIWA
Shri S.P. Yadav, Member, GIWA
Shri Sameer, Member, GIWA
Shri Vaibhav Jain, Chartered Accountant

For Opposite Party:

Shri YashVardhan Singh, Advocate
Shri Manish Singh, Advocate
Shri Yashpal, Administrator, HUDA



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

The information in the instant matter has been filed by Gurgaon Institutional Welfare Association (hereinafter, the '**Informant**') under Section 19(1)(a) of the Competition Act, 2002, (hereinafter, the '**Act**') against Haryana Urban Development Authority (hereinafter, the '**Opposite Party**'/'**HUDA**') alleging contravention of the provisions of Section 4 of the Act.

2. The Informant is a registered association of individual allottees/purchasers of institutional plots in Gurgaon from the Opposite Party. The Opposite Party is a statutory body under Haryana Urban Development Authority Act, 1977 (hereinafter, '**HUDA Act**'), responsible for planned development of urban estates in the State of Haryana and stated to be an exclusive supplier of institutional plots situated in the sectors of urban estates developed by it. It is submitted that the Opposite Party issued brochures inviting offers for purchase of institutional plots in Sectors 32 and 44 of Gurgaon on free-hold basis with first come first serve basis. On considering the representation made by the Opposite Party, the allottees submitted their offers to purchase the institutional plots put on sale by the Opposite Party.
3. The Informant has submitted that the allottees/ members of the Informant were allotted institutional plots in Sectors 32 and 44 of Urban Estate in Gurgaon on freehold basis. The said allottees paid the entire consideration demanded by the Opposite Party and completed construction on the plots offered to them. The Informant has claimed that on payment of entire consideration amount, the allottees were entitled to transfer of all right, interest and title of the plots in their favour as is the case with transfer on free-hold basis. However, when the allottees approached the Opposite Party for execution of conveyance deed, the Opposite Party imposed *ex-facie* illegal and void conditions, manipulating the terms and conditions of allotment which were contrary to the statutory provisions. The Opposite Party, despite having received the entire consideration amount from the allottees, illegally restricted the right of the allottees to further sell, mortgage,



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transfer, lease out the plots purchased and buildings constructed by them and; also, imposed additional liability on the allottees to pay undetermined consideration amount towards additional cost of the plot in future.

4. The Informant has further alleged that the Opposite Party is in contravention of the statutory provisions of the Transfer of Property Act, 1882 and the Indian Contract Act, 1872 by way of imposing conditions on the Informant which are repugnant to freehold interests, rights and titles created in favour of the members of the Informant. The Informant has cited various provisions of HUDA Act of 1977, to allege that the Opposite Party holds a dominant position by virtue of being a statutory monopoly for allotment and purchase of institutional plots in urban areas developed by the authority. The Informant further alleges that the Opposite Party created an artificial scarcity of institutional plots in the market, by offering smaller numbers of plots at a time, thereby affecting its supply. The Informant also alleged that the allottees were directed by the Opposite Party to retain majority share in the ownership of the plots allotted to them, which was allegedly inconsistent with the fundamental rights guaranteed to every citizen under the Constitution of India.
5. Further, the Informant has alleged that the Opposite Party threatened and intimidated the Informant for any purported leasing of its member's properties without the Opposite Party's permission. Further, the Opposite Party appointed a Chartered Account firm namely, M/s MBR & Co., to collect details of portions leased out by the Informant's members without the permission of the Opposite Party.
6. Based on the facts stated in the information, the Informant has prayed to the Commission, *inter alia*, for inquiry into abuse of dominant position held by the Opposite Party; direction to the Opposite Party to discontinue with and not to enter into agreements/conveyance deeds containing clauses which have been alleged to be unfair; to take action against the conduct of the Opposite Party



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which is in contravention of the provisions of the Act; and to direct the Opposite Party to compensate the Informant.

7. The Commission considered the information in its ordinary meeting held on 15th December, 2016 and decided to have a preliminary conference with the parties on 21st February, 2017. On 21st February, 2017, the Informant appeared through its learned counsel and argued the matter. However, none appeared for the Opposite Party. The learned counsel for the Informant requested for placing an affidavit on record containing the details of allottees, who were allotted plots by HUDA, in chronological order and other facts (including date of allotment, execution of conveyance deeds *etc.*) related to the matter within a week. The Commission acceded to the request of the Informant, and accordingly, the Informant filed the said information by way of an affidavit on 02nd March, 2017. The Informant also filed an application dated 06th March, 2017 requesting for a further hearing in the matter.
8. On 28th June, 2017, the Commission considered the additional information and application filed by the Informant and decided to hear the Informant as well as the Opposite Party in a preliminary conference to be held on 09th August, 2017. Further, the Commission directed the Opposite Party to provide information/clarification, *inter-alia*, specifically on the following points, in writing, before 09th August, 2017:
 - 1) Number of institutional plots allotted by HUDA on freehold basis in each calendar/ financial year since beginning till date;
 - 2) Number of institutional plots allotted by any other builder/ developer in the district of Gurgaon or any other district of Haryana and the number of such plots;
 - 3) Model allotment letter issued to and model conveyance deed executed with the original allottees of freehold institutional plots in Sectors 32 and 44 of Gurgaon and details of changes, if any, made in the same after May, 2009;
 - 4) Explanation as to why does the allotment letters (annexed with the information) state in condition no. 12/ 13 that:



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“The land/ building shall continue to belong to the Authority until the entire consideration money together with interest and other amount, if any, due to the Authority on account of sale of such land or building or both is paid. You shall have no right to transfer by way of sale, gift, mortgage, or otherwise the plot/ building or any right, title or interest therein. The plot allotted for institutional purpose shall not be allowed to be transferred in any case.”

Though condition no. 12 in Form ‘C’ of the Haryana Urban Development (Disposal of Land and Buildings) Regulations, 1978 states as follows:

“The land/ building shall continue to belong to the Authority until the entire consideration money together with interest and other amount, if any, due to the Authority on account of sale of such land or building or both is paid. You shall have no right to transfer by way of sale, gift, mortgage, or otherwise the plot/ building or any right/ title or interest therein till the full price is paid to the Authority, except with the prior permission of the competent authority.”;

- 5) Explanation as to why has the term as stated below, been included in the conveyance deed:

“The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price and the Transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the land or any right, title or interest therein (except by way of lease on a monthly basis) without the previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be the Chief Administrator from time to time.”

Though the same had been changed in Form ‘D’ of the Haryana Urban Development (Disposal of Land and Buildings) Regulations, 1978 in the year 1982 to:

“The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price including additional price.”

- 6) Details of applications/ letters received by HUDA seeking permission for transfer of the allotted institutional plots either from the original allottees or from the transferees thereof (including transferees who acquired the plots on account of exercise of right of sale by mortgage) and responses thereto, if any, made by HUDA. If such responses have



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not been made or permission sought in such letters/ applications has been denied, reasons for such non-response or denial; and

- 7) Response, if any, made to the letters dated 04.09.2014 and 11.01.2016 written by Four Aces Electronics Private Limited seeking transfer of Plot no. 25 (2 Bays), Sector-32, Gurgaon, Haryana, sold by HDFC Bank to it, in its name.
9. Though the Opposite Party did not file any information/clarification on the aforesaid points, it appeared before the Commission on 09th August 2017 and made oral submissions. During the hearing, the Commission directed the Opposite Party to furnish the information on the following points, along with the information sought by the Commission *vide* its order dated 28th June, 2017:
- a) Whether the Opposite Party allots institutional plots on different rates to 3 distinct categories of allottees, namely private persons, government departments belonging to Haryana Government and government departments belonging to other State Governments? If yes, the reasons therefor;
 - b) Rates at which residential and institutional plots were allotted in the year 1994 and their respective market prices as on today.
10. The learned counsel for the Opposite Party requested for additional time to file answers to the queries raised by the Commission. The Commission acceded to the request and directed the Opposite Party to file its response on the aforesaid points as well as the points raised in the Commission's order dated 28th June, 2017, in writing, by 24th August, 2017. On 24th August 2017, the Opposite Party filed a reply to the information.
11. In its response, the Opposite Party placed reliance on various laws and regulations to justify its actions. It relied upon Section 15 of HUDA Act and the Haryana Urban Development (Disposal of Land and Building) Regulations 1978 ('HUDA Regulations') to support its actions. Specifically, reliance was placed upon Regulations 15 and 20 read with Form C of the HUDA Regulations to claim that the allottees of institutional plots do not have an absolute right of transfer but only have a restricted right of transfer. The Opposite Party also referred to



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the HUDA Policy/Guidelines dated 26th February, 2009 under which only 49% share of institutional plot can be transferred, only with the prior approval of Chief Minister-cum Chairman, HUDA and the original allottees will have to necessarily retain 51% of the shares in perpetuity.

12. The Opposite Party further claimed that the allottees, including the members of the Informants, were aware of the terms and conditions and about the impugned restriction on transfer of plots allotted for institutional purposes at the time of allotment. The Opposite Party also drew attention to Clause 7 and 13 of terms and conditions of advertisement, brochures, Deed of Conveyance and Allotment letter that clearly stipulated that the allottees have no right to transfer property by way of gift, sale, mortgage, or otherwise the plot, buildings or any right/title or interest therein. Relying on these averments, the Opposite Party argued that the members of the Informant are now estopped from challenging these clauses after having accepted them with full knowledge.
13. The Opposite Party argued that its actions are in public interest and guided by the provisions of law. Since its actions are not in violation of the provisions of the Act (Competition Act, 2002), the Commission has no jurisdiction to adjudicate validity of any Act, Rule, and Regulations framed by State Government as well as any policy conditions laid down by OP. It was also argued that the provisions of Transfer of Property Act, 1882 do not apply as allotment has been done according to applicable State laws *i.e.* HUDA Act.
14. Based on these averments, the Opposite Party prayed that the information filed by the Informant be rejected being baseless.
15. The Informant submitted that the present case needs to be investigated as the Opposite Party has not only failed to furnish the information/clarification sought by the Commission but also misled Commission by furnishing wrong information. It was submitted that the Opposite Party orally stated, during the preliminary conference held on 09th August, 2017, that the institutional plots



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were allotted to members of informants on subsidized rates, therefore the allottees have been restrained from selling or partly with possession of the plots to any third party. However, despite being asked by the Commission to clarify the rates at which institutional plots are allotted to distinct categories of allottees, namely private persons, government departments belonging to Haryana Government and government departments belonging other State Governments, the Opposite Party did not give any satisfactory response. The Informant submitted a copy of an advertisement released by the Opposite Party to substantiate that the Opposite Party was charging 30% higher rates from the private allottees in comparison to price/rates charged by it from government organizations. The Informant, thus, stated that the Opposite Party was not giving any subsidy to the members of the Informant, as claimed by it.

16. The Commission has considered the material available on record and has heard both the parties. At the outset, it is noted that the Opposite Party has challenged the jurisdiction of the Commission to interfere in the current matter. Accordingly, the Commission finds it imperative to deal with that preliminary issue first, before delving into the merits of the case. It has been submitted by the Opposite Party that its actions are governed by the HUDA Act and HUDA Regulations which specifically provide for the remedies and that the provisions of the Act are not applicable to it. The Commission finds this contention devoid of any merit for the reason recorded hereinafter. The availability of remedies before consumer fora or under any other law do not oust the jurisdiction of the Commission *per se*. It is the mandate of the Commission to eliminate practices having adverse effect on competition, promote and sustain competition, protect the interests of consumers and ensure freedom of trade carried on by other participants, in markets. Section 60 and Section 62 of the Act clearly stipulates as follows:

'Section 60. The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force.'



‘Section 62. The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force.’

17. The aforesaid provisions show that the provisions of this Act shall have an effect and shall be read in addition to the provisions of any other law for the time being in force. Thus, the Commission holds that despite there being a governing law, HUDA Act and Regulations in the present case, it (Commission) can examine the matter, to check if there is any anti-competitive conduct or practice as covered by the provisions of the Act.
18. The Informant has alleged that the Opposite Party is an enterprise, as defined under Section 2(h) of the Act, and has contravened the provisions of Section 4 of the Act by abusing its dominant position. Section 2(h) of the Act defines ‘enterprise’ as a person or a department of the Government, who is engaged in any activity, relating to the production, storage, supply, distribution, acquisition or control of articles or goods, or the provision of services, of any kind. The definition is very wide and covers every type of engagement in any activity including investment or business. The only exception which is carved out in the said definition is the sovereign function of the Government including Atomic Energy, Currency, Defence and Space. Clearly, the Opposite Party is not performing any of the sovereign functions which are exempt under Section 2(h), rather it is engaged in a commercial/economic function while allotting institutional plots. Hence, it is covered within the ambit of the term ‘enterprise’ as defined in the Act.
19. For examining conduct under Section 4 of the Act, determination of relevant market, in both its product and geographic dimension, is required. The Informant in the present case comprised a group of persons (Informant’s members) who were the allottees of institutional plots sold by the Opposite Party. The Commission observes that sale of institutional plots is distinguishable from the residential plots, flats, apartments and other commercial space *etc.* in terms of



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the characteristics, price and intended end use. In fact the institutional plot offered by the Opposite Party is a distinct product which is neither interchangeable nor substitutable with other types of plot meant for residential or commercial purposes, because of the intended use for which it is bought. They are comparatively bigger plots mainly allotted for purposes like building big corporate offices, institutions, research and development centres etc. Thus, the Commission is of the considered opinion that the relevant product market in the instant case is '*market for development and sale of institutional plots*'.

20. With regard to the relevant geographic market, the Commission observes that the Opposite Party has a mandate to promote and secure the development of all or any of the areas comprised in the urban area and to do all the things necessary or incidental in these regards which includes, but not limited to, acquisition and development of land. The jurisdiction of the Opposite Party encompasses all of the urban areas of the Haryana subject to provisions of the HUDA Act of 1977. The Commission is of the view that the geographic market in the present case would be the State of Haryana. Thus, after taking into account the facts of the present case and relevant provisions of the Act, the relevant market would be the market of '*market for development and sale of institutional plots in the State of Haryana*'.
21. The next issue is to determine whether the Opposite Party is dominant in the said relevant market. By virtue of being a statutory authority under the HUDA Act, the Opposite Party appears to be in a position of strength where it can operate independently of competitive forces prevailing in the market with regards to the supply and sale of institutional plots in urban estates in entire Haryana. It is the only supplier of institutional plots in urban areas in the relevant market and it appears that the consumers/allottees do not have any other option to buy similar plots in urban areas of Gurgaon, except from the Opposite Party. Further, owing to its statutory power to acquire land for developments throughout the State of



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Haryana, *prima facie*, the Opposite Party appears to be dominant in the relevant market.

22. The main grievance of the Informant is that the Opposite Party has restricted its right to transfer the title of plot and building constructed over it without the prior permission of the Opposite Party. It has been argued that since the institutional plots were offered on free hold basis, the complete ownership must vest in the allottees after paying the entire consideration. The Opposite Party has not denied the existence of such condition. Rather it has argued that the members of the Informant/allottees were already aware about the said restriction at the time of allotment and none of them ever raised any objection to the said restriction. The Opposite Party also argued that its actions are legal under the relevant laws and regulation applicable to the allotment of such plots and thus, Commission should not intervene.
23. The Commission perused the relevant clauses of sale brochure [*undated*] provided by the Informant, which was allegedly published by the Opposite Party while inviting prospective allottees/applicants to purchase the said plots. Clause 6 of the same reads as '*[t]he land and buildings shall continue to vest in the Authority until the entire consideration is paid*'. Clause 7 further says that '*[t]he allottee shall have no right to transfer by way of sale, gift, mortgage or otherwise the plot/buildings or any right/title or interest therein*'. It is noted that the sale brochure which has been annexed by the Informant with the information contained these clauses in the 'terms and conditions' section along with the term 'freehold basis' on the front page.
24. The Informant has annexed various allotment letters and conveyance deeds with the information highlighting the inconsistency between the standard format provided under the HUDA Regulations and the clauses appearing in the conveyance deeds executed by the Opposite Party. A conveyance deed dated 02nd July, 2010 contained the following as Clause 2:



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“The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price and the Transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the land or any right, title or interest therein (except by way of lease on a monthly basis) without the previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be the Chief Administrator from time to time.”

25. The aforesaid condition is inconsistent with the language contained in Form ‘D’ of the Haryana Urban Development (Disposal of Land and Buildings) Regulations, 1978 (‘HUDA Regulations’) which contains the amended stipulation ever since year 1982:

“The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price including additional price.”

26. At the preliminary conference held with the parties, the Opposite Party could not explain the inconsistency between the stipulation appearing in the conveyance deed executed by it and the one appearing in the HUDA Regulations. The Commission, *vide* order dated 28th June, 2017, directed the Opposite Party to specifically provide information on various queries in writing and to appear for a preliminary conference scheduled on 09th August, 2017. On 09th August, 2017, the Opposite Party appeared before the Commission but did not file the information on queries sought by the Commission. During the hearing, the learned counsel for the Opposite Party undertook to file a response to all the queries raised by the Commission. However, the response filed by the Opposite Party did not contain specific answers to the queries which were posed by the Commission. Instead, the Opposite Party chose to take shelter under the HUDA Act and regulations to justify its actions.
27. The condition of seeking prior permission of the Estate Officer, even for plots where sale consideration is fully paid seems to be apparently unfair. The Informant has cited an instance of mortgage in the information wherein one V&S



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International Pvt. Ltd. mortgaged the institutional plot allotted by the Opposite Party to HDFC while raising a loan. It is stated that the Opposite Party allowed the said mortgage. However, when V&S International Pvt. Ltd. failed to repay the loan and the institutional plot was sold out in an auction by the lending bank, namely HDFC Bank, to Four Aces Electronics Pvt. Ltd., the Opposite Party failed to transfer the property in favor of the buyer Four Aces Electronics Pvt. Ltd., despite repeated requests. This instance *prima facie* indicates that the provision of seeking permission from the Estate Officer for transfer of rights in the property is not being used in favour of the allottees. Thus, contrary to claims of the Opposite Party, that it allows for transfer of rights in the property, the Commission notes that *prima facie* the material on record suggest that it imposes restriction on transfer of rights in the institutional plots allotted by it.

28. Further, the Opposite Party has alleged knowledge of the aforesaid conditions on the part of the members of the Informant and has suggested that the Commission should not interfere at this stage. The Commission considered whether a dominant player can take the plea of prior knowledge, on the part of the other party, of allegedly unfair term/condition to justify the imposition of such term/condition. Section 4 of the Act covers within its ambit cases where the dominant player abuses its position to influence the terms/conditions of a commercial arrangement/agreement in its favour. Acceptance of such terms/conditions by the other party, despite them being one-sided or unfair, is rather indicative of dominance. Knowledge and acceptance of abusive terms or conditions by the other party, who may not have possessed sufficient bargaining power *vis-à-vis* a dominant player, cannot be used as a defence against such imposition.
29. Besides, the fact that many of the conveyance deeds or allotment letters were executed prior to 20th May, 2009 would not affect Commission's jurisdiction in this matter. Though many of the allotment letters and conveyance deeds annexed with the information date back to period prior to 20th May, 2009, the information



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also contains conveyance deed executed after 20th May, 2009, when the relevant provisions of the Act were notified.

30. The position with regard to this issue was clarified by the Bombay High Court in the case of *Kingfisher Airline Ltd. & Anr. Vs. CCI & Others* (Bombay High Court, WP No.1785 of 2009) wherein it was held as follows:

“The question here is whether this agreement, which was valid until coming into force of the Act, would continue to be so valid even after the operation of the law. The parties as on today certainly propose to act upon that agreement. All acts done in pursuance of the agreement before the Act came into force would be valid and cannot be questioned. But if the parties went to perform certain things in pursuance of the agreement, which are now prohibited by law, would certainly be an illegality and such an agreement by its nature, therefore, would, from that time, be opposed to the public policy. We would say that the Act could have been treated as operating retrospectively, had the act rendered the agreement void ab initio and would render anything done pursuant to it as invalid. The Act does not say so. It is because the parties still want to act upon the agreement even after coming into force of the Act that difficulty arises. If the parties treat the agreement as still continuing and subsisting even after coming into force of the Act, which prohibits an agreement of such nature, such an agreement cannot be said to be valid from the date of the coming into force of the Act. If the law cannot be applied to the existing agreement, the very purpose of the implementation of the public policy would be defeated. Any and every person may set up an agreement said to be entered into prior to the coming into force of the Act and then claim immunity from the application of the Act, such thing would be absurd, illogical and illegal. The moment the Act comes into force, it brings into its sweep all existing agreements.”

31. Further, the Commission has dealt with a similar issue in Case No. 94/2015 (In *Re: Gujarat State Fertilisers & Chemicals Ltd. and Gail (India) Ltd.*) and Case No. 99/2015 (In *Re: Paharpur-3P, Paharpur Cooling Towers Ltd. and Gail (India) Ltd.*). The relevant extract of the Order in Case No. 94/2015 is reproduced as under:



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“8. Before going into the allegations, it would be relevant to deal with the preliminary issues raised by the parties regarding the application of Section 4 of the Act to the impugned GSA. The Commission notes that the impugned GSA was entered/ executed prior to the enforcement of Section 4 of the Act. The provisions of the Act being prospective in nature would not apply to any purported unfair stipulation imposed under an agreement that was entered into prior to the enforcement of Section 4 of the Act. Nevertheless, the unfair and discriminatory conduct of a dominant enterprise/group thereof, post the enforcement of Section 4 of the Act, is amenable to the jurisdiction of the Commission. Therefore, to bring out any abuse emanating from an agreement entered into prior to the enforcement of Section 4 of the Act, it would be relevant to look into the fact whether the dominant enterprise has pursued any unfair or discriminatory conduct post the enforcement of the said Section of the Act.”

32. It is a matter of record that the deeds which were executed prior to 20th May, 2009 continued to be in operation, and the deeds which were executed post 20th May 2009 contained similar clauses, clearly showing that the Opposite Party was continuing the similar conduct even after the relevant provisions of the Act came into force. The conveyance deed dated 02nd July, 2010 contained the similar restriction as was there in deeds prior to that period.
33. To ascertain whether the Opposite Party undertook any actions to modify the terms and condition which were allegedly anti-competitive/unfair by virtue of the relevant provisions of the Act coming into force, the Commission had asked the Opposite Party, vide order dated 28th June, 2017, to furnish information on the following:
- ‘3) Model allotment letter issued to and model conveyance deed executed with the original allottees of freehold institutional plots in Sectors 32 and 44 of Gurgaon and details of changes, if any, made in the same after May, 2009;’
34. However, the Opposite Party did not provide any answer to this query. Despite being given an opportunity, the Opposite Party failed to provide valid justification for its conduct.



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35. In view of the aforesaid discussion, the Commission finds that a *prima facie* case of abuse of dominant position within the meaning of Section 4(2)(a)(i) has been made out against the Opposite Party. This case needs to be sent for investigation to the Director General (the 'DG') under the provisions of Section 26(1) of the act. The DG is directed to carry out a detailed investigation into the matter and submit a report to the Commission, within 60 days.
36. It is, however, made clear that nothing stated herein shall tantamount to an expression of final opinion on the merits of the case and the DG shall conduct the investigation without being influenced by any observations made herein.
37. The Secretary is directed to send a copy of this order, along with the information and the documents filed therewith, including the responses filed by the parties, to the DG.

**Sd/-
(Devender Kumar Sikri)
Chairperson**

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

**Sd/-
(SudhirMital)
Member**

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

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

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

**New Delhi
Dated: 31/10/2017**