COMPETITION COMMISSION OF INDIA

(Ref. No. M&A/Q1/2018/18)

30th September 2022

Proceedings against PI Opportunities Fund – I and Pioneer Investment Fund under Section 43A of the Competition Act, 2002

CORAM:

Mr. Ashok Kumar Gupta
Chairperson

Ms. Sangeeta Verma
Member

Mr. Bhagwant Singh Bishnoi
Member

Appearances during the hearing

*For PI Opportunities Fund – I and Pioneer Investment Fund***:**	Mr. Rajshekhar Rao, Senior Advocate with Ms. Meherunissa Anand Jaitely, Ms. Avaantika Kakkar and Mr. Kirthi Srinivas, Advocates along with Mr. Vardaan Ahluwalia and Ms. Rashmi Sharma, representatives of PI Opportunities Fund – I and Pioneer Investment Fund.

ORDER UNDER SECTION 43A OF THE COMPETITION ACT, 2002

This order shall govern the disposal of the proceedings initiated against PI Opportunities Fund – I (**'PIOF – I'**) and Pioneer Investment Fund (**'PIF'**) [Hereinafter, PIOF – I and PIF are collectively referred to as **'Premji Invest'/'Acquirers'**] under Section 43A of the Competition Act, 2002 (**'Act'**) in relation to its acquisition of 6.03%

shareholding in Future Retail Limited (**'FRL'/'Target'**) through on-market purchases as a block deal (**'Combination'**).

A. Background

2. The Combination was given effect on 7th June 2018 pursuant to the execution of a Share Purchase Agreement (**'SPA'**) dated 6th June 2018 amongst the Acquirers and Cedar Support Services Limited (**'Seller'**). Further, on 11th June 2018, FRL invited the Acquirers to nominate a director on its Board, as submitted by the Acquirers.

3. Based on information available in the public domain, the Competition Commission of India (**'Commission'**) observed that the Combination was not notified and consummated prior to the approval of the Commission and subsequently issued an inquiry letter under Section 20(1) of the Act to the Acquirers on 8th February 2019 (**'First Letter'**), directing them to furnish details regarding the Combination.

4. The Acquirers, in their response dated 15th March 2019 (**'First Response'**), submitted that the Combination was exempted from the requirement of prior notification to the Commission, in accordance with Item 1 of Schedule I of the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulation, 2011 (**'Combination Regulations'**) [**'Item 1 Provision'**]. As the information provided by the Acquirers was incomplete in certain aspects, another letter was issued to the Acquirers on 11th April 2019 (**'Second Letter'**), the response to which was furnished on 13th June 2019 (**'Second Response'**), after seeking extension of time. Thereafter, another letter dated 26th July 2019 (**'Third Letter'**) was issued to the Acquirers and the response was provided on 23rd August 2019 (**'Third Response'**) [Hereinafter, First Letter, Second Letter and Third Letter are collectively referred to as **'Letters'**, and First Response, Second Response and Third Response are collectively referred to as **'Responses to the Letters'**].

5. On 13th September 2019, the Commission received a Notice in Form I of Schedule II of the Combination Regulations, given by the Acquirers pursuant to the initiation of the

aforementioned inquiry by the Commission under Section 20(1) of the Act. The Commission approved the Combination under Section 31(1) of the Act on 14th November 2019 (**'Order'**). However, the Order was passed without prejudice to any proceedings that may be initiated under Section 43A of the Act.

B. Initiation of proceedings under Section 43A of the Act

6. Based on the material on record, including the details provided in the Notice and the Responses to the Letters, in its meeting held on 8th July 2020, the Commission considered the issue of failure to notify the Combination to the Commission by the Acquirers prior to its consummation, resulting in contravention of Section 6(2) and 6(2A) of the Act. Based on the information on record, the Commission, *inter alia*, observed that (a) a part of the selling consideration would be clawed-back by FRL, resulting in it having received consideration from the Acquirers, thus becoming a party to the transaction; (b) the Combination qualified as a combination under Section 5 of the Act and Item 1 Provision appears to be not available to it; (c) an acquisition ceases to remain solely as an investment when there is an intention or right to appoint a director; (d) the Seller had the right to nominate a director on the Board of the Target and it already had a Board seat in the Target, with Mr. Rajan Bharti Mittal having been appointed on the Board by the Seller; (e) the Acquirers had the right to nominate a director on the Board of the Target provided that they held certain equity shares of Target; (f) the Combination was completed through on-market purchases on 7th June 2018, and such transactions are squarely covered as a combination under Section 5 of the Act; and (g) Acquirers also did not notify the Combination when they were offered the right to nominate a director by the Target and prior to accepting the same. Therefore, the Commission was of the *prima facie* view that the Combination was given effect to without giving notice to the Commission, thereby leading to contravention of sub-section (2) and (2A) of Section 6 of the Act. Accordingly, the Commission issued SCN under Section 43A of the Act on 6th August 2020.

7. The Acquirers filed their response to the SCN on 15th September 2020, after seeking extension of time (**'Response to SCN'**).

8. In its meeting held on 15th March 2022, the Commission considered the Response to SCN and decided to grant an oral hearing to the Acquirers on 1st April 2022. Subsequently, the Acquirers, *vide* communication dated 28th March 2022, requested to reschedule the date of the oral hearing. The Commission accepted the request of the Acquirers and postponed the date of hearing to 6th May 2022 and subsequently to 12th May 2022 due to administrative exigencies. Accordingly, the Acquirer was heard on 12th May 2022.

C. Submissions of the Acquirers

9. In the Response to the SCN, the Acquirers contended the following:

I. Applicability of Item 1 Provision to the Combination

10. Regulation 4 of the Combination Regulations provides that certain categories of combinations (such as those listed in Schedule I to the Combination Regulations) are ordinarily not likely to cause an appreciable adverse effect on combination (**'AAEC'**) in India, and a notice under Section 6(2) of the Act need not normally be filed in relation to such combinations. Schedule I lists out certain exemptions. Item 1 Provision is most relevant in the present case.

11. Item 1 Provision states that a combination could avail the benefit of Item 1 Provision even if it does not meet the 'solely as an investment' criteria (as mentioned in the Explanation to the Item 1 Provision), so long as the transaction: (a) involves an acquisition of less than 25% shares or voting rights; (b) is made in the ordinary course of business; and (c) does not amount to acquisition of control. It is submitted that the Combination fulfilled all three conditions (as set out above), and therefore, the Item 1 Provision was applicable to the Combination.

12. While the phrase 'ordinary course of business' has not been defined under the Combination Regulations, the Commission has interpreted the phrase 'ordinary course of business' in the context of the applicability of provision under Item 3 of Schedule I to the Combination Regulations in the proceeding under Section 43A of Act against Reliance

Jio Infocomm Limited[1] pertaining to acquisition of spectrum from Reliance Communications Limited. Acquirers have submitted that, based on the above, the following can be inferred with respect to the ordinary course of business:

(a) Determination of whether a transaction can be considered to be in the ordinary course of business is based on whether such a transaction can be categorised as a capital transaction or a revenue transaction;

(b) What constitutes revenue and capital transactions vary from business to business, i.e., a capital transaction for one business may be a revenue transaction for the other;

(c) 'Ordinary course of business' corresponds to revenue transactions for competition law purposes. However, the use of the term 'may be' prior to this inference by the Commission indicates a possibility that, in certain cases, even capital transactions may correspond to 'ordinary course of business'. Therefore, a case-by-case analysis is required for ascertaining whether business activities of an entity can be said to be in the 'ordinary course of business'; and

(d) The activities for which business are established would be the activities in ordinary course.

13. In view of the above, the Acquirers believe that the Combination was in their routine and ordinary course of business for the following reasons:

(a) The Acquirers are Alternative Investment Funds ('**AIF**') registered under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 ('**AIF Regulations**'). The business model of investment funds such as the Acquirers entails identifying enterprises with growth potential; shortlisting appropriate enterprises for such investments; investing in an enterprise; and exiting such investments to maximise return. Thus, the core business activity of the Acquirers is to evaluate investment

[1] Order under Section 43A of the Act pertaining to Combination Registration No. C-2017/06/516 dated 11th May 2018

opportunities and make investments in companies purely on the basis of their growth potential.

(b) The Acquirers are AIFs, which are established solely for the purposes of investing in accordance with a defined investment policy for the benefit of their investors. The investment made by the Acquirers in FRL was also undertaken in relation to their core business activity, and therefore, the said investment was in the ordinary course of business.

(c) Investments by the Acquirers in an enterprise are inextricably connected with the objective of constituting and operating the investment fund. Such investments are considered to be routine and in the ordinary course of business of the investment funds.

II. No acquisition of control in FRL by the Acquirers

14. Explanation (a) to Section 5 of the Act defines 'control' to include: controlling the affairs or the management by: (a) one or more enterprises, either jointly or singly, over another enterprise or group; or (b) one or more groups, either jointly or singly, over another group or enterprise.

15. In UltraTech Cement Limited/Jaiprakash Associates Limited[2] (**'UltraTech Decision'**) and several other cases, the Commission clarified the term 'control' to mean the 'ability to influence affairs and management of the other enterprise'. The 'ability to manage the affairs of the other enterprise' by the buyer can be inferred from the presence of factors such as shareholding, veto rights, special rights, status and expertise of an enterprise or person, board representation, structural/financial arrangements, etc.

16. At the time of consummation of the Combination, none of the above factors applied to the Combination, and therefore, the Acquirers did not have the ability to influence the affairs and management of FRL. It is submitted that the benefit under Item 1 Provision was

[2] Order under Section 44 of the Act pertaining to Combination Registration No. C-2015/02/246, dated 12th March 2018

applicable to the Combination, given that the Combination was made in the ordinary course of the Acquirer's business and did not amount to acquisition of control.

III. Right to appoint a director

17. The Acquirers submitted that the Commission in the SCN has noted that the Acquirers did not notify the Combination when they were offered the right to nominate a director by FRL and prior to accepting the directorship.

18. As stated above, FRL, on its own accord, invited the Acquirers to nominate a director on its Board. The SPA did not commit or confer upon the Acquirers any right to appoint a director on the Board of FRL. Also, at the time of entering into the Combination, the Acquirers were not aware that acquisition of stake in FRL from the Seller would automatically result in the Acquirers being bestowed the right to appoint a director on the Board of FRL – a right that was previously held by the Seller.

19. However, assuming but not conceding that the Acquirers did have the ability to nominate a director on the Board of FRL, such a right could not be construed as an 'acquisition of control' for the purposes of the Item 1 Provision, as the Acquirers do not enjoy any quorum, veto rights or special rights, and the ability to nominate just one director on the Board, comprising seven directors, cannot be construed to confer the ability on the Acquirers to influence the management and affairs of FRL.

20. Further, FRL is a listed company, and for a listed company, there is no entity/individual which could be considered to be in control so as to have the ability to influence its affairs and management without having any veto rights in such companies. At best, it is arguable that only the single largest shareholder, i.e., classified as promoter/promoter group (in comparison with other shareholders) exercises influence in listed companies.

21. The Acquirers believe that the post-facto offer of directorship in FRL and its acceptance by the Acquirers did not result in acquisition of control, allowing for the continuity of the applicability of benefit under Item I Provision in relation to the Combination.

IV. Parties are not competitors or engaged in vertically linked markets

22. It is submitted that, in the recent past, the Commission has taken a view that a private equity investor (when acquiring non-controlling minority stake) would benefit from the Item 1 Provision despite having shareholding in potential competitors or vertically linked players vis-à-vis the target enterprise. In several jurisdictions as well, the presence of competitive link is not a requirement for notifying minority acquisitions.

23. An acquisition of less than 25% shares or voting rights (when there exists a horizontal overlap and/or vertical linkage between the parties) would be outside the scope of the Item 1 Provision only when the parties are 'competitors'/engaged in vertically linked markets. In the present Combination, the Acquirers are investment funds, and Acquirers and FRL cannot be construed to be 'competitors'/engaged in vertically linked markets.

24. The purpose of Regulation 4 of the Combination Regulations is to exempt transactions which are unlikely to cause AAEC in any market. The decisional practice of the Commission/appellate bodies re-emphasise this intention and strive to create a distinction between strategic acquisitions involving competitors and vertically linked players.

V. Additional submissions

25. The Acquirers are not party to the clawback arrangement and the Acquirers did not enter into the Combination based on the clawback arrangement. The clawback arrangement was an *inter-se* arrangement between the Seller and FRL, and the Acquirers were not a party to such arrangement. On the other hand, the Combination was negotiated exclusively amongst the Seller and the Acquirers. Further, at no given point in time did the Acquirer enter into any negotiations with either FRL or the Seller in respect of the clawback arrangement. The Acquirer settled the consideration for the Combination based on the stock exchange mechanism and is not aware of the manner in which the Seller applied the sale proceeds.

D. Analysis of the submissions of the Acquirers

26. The core issue in the instant case is whether the Combination and subsequent appointment of directors on the Board of the Target was covered under the Item 1 Provision and accordingly, was eligible for not filing the notice under sub-section (2) of Section 6 of the Act. In the subsequent section, the Commission has considered and determined on all the submissions of the Acquirers, including those on the core issue and other submissions of the Acquirers.

27. The Item 1 Provision reads as follows:

> *"An acquisition of shares or voting rights, referred to in sub-clause (i) or sub-clause (ii) of clause (a) of section 5 of the Act, solely as an investment or in the ordinary course of business in so far as the total shares or voting rights held by the acquirer directly or indirectly, does not entitle the acquirer to hold twenty five per cent (25%) or more of the total shares or voting rights of the company, of which shares or voting rights are being acquired, directly or indirectly or in accordance with the execution of any document including a shareholders agreement or articles of association, not leading to acquisition of control of the enterprise whose shares or voting rights are being acquired.*
>
> *Explanation:- The acquisition of less than ten per cent of the total shares or voting rights of an enterprise shall be treated as solely as an investment: Provided that in relation to the said acquisition,-*
> *(A) the Acquirer has ability to exercise only such rights that are exercisable by the ordinary shareholders of the enterprise whose shares or voting rights are being acquired to the extent of their respective shareholding; and*
> *(B) the Acquirer is not a member of the board of directors of the enterprise whose shares or voting rights are being acquired and does not have a right or intention to nominate a director on the board of directors of the enterprise whose shares or voting rights are being acquired and does not intend to participate in the affairs or management of the enterprise whose shares or voting rights are being acquired."*

28. Further, Regulation 4 of the Combination Regulations states that

> *"…categories of combinations mentioned in Schedule I are ordinarily not likely to cause an appreciable adverse effect on competition in India, notice under sub-section (2) of section 6 of the Act need not normally be filed".*

29. From the Item 1 Provision read with Regulation 4 of the Combination Regulations, it is clear that benefit of this provision is not available to instances where there has been an acquisition of control. The benefit of Item 1 Provision has been normally available to the acquisition of shareholding or voting rights less than 25% and which are in the 'ordinary course of business' or 'solely as an investment'. The objective of this provision is to distinguish between instances of ordinary shareholding and strategic shareholding, falling short of position of acquisition of control. Accordingly, the primary issue relevant for determination of notifiability of the Combination is whether it was in 'ordinary course of business' or 'solely as an investment' or not. Hence, the issue of notifiability of the Combination is to be settled in terms of the applicability of Item 1 Provision in this case.

30. Item 1 Provision comprises three conditions, i.e., acquisition of less than 25% of shares or voting rights, acquisition done 'solely as an investment' or in the 'ordinary course of business' and acquisition not leading to control. Even if one of the three conditions prescribed under this item is not satisfied, the benefit of Item 1 Provision is not available.

31. In the instant case, the Combination involves acquisition of 6.03% of the equity shares of the Target and accordingly satisfies the first condition of Item I Provision.

32. Next, the Combination will be examined if it was in the nature of 'solely as an investment'.

33. Firstly, considering proviso (B) to the explanation of Item 1 Provision, it is noted that the first condition prescribes therein that there be no representation of the acquirer on the board of directors of the enterprise whose shares or voting rights are being acquired. There

is no existing Board seat held by the Acquirers in the Target, and accordingly, this condition is met.

34. The second condition of the same proviso requires that there should not be a right or intention to nominate a director on the Board of directors of the enterprise whose shares or voting rights are being acquired and there should not be any intention on the part of the acquirer to participate in the affairs or management of the enterprise whose shares or voting rights are being acquired.

35. In this regard, the Commission observed the submissions of the Acquirers and also considered the sequence of events leading to appointment of director on the Board of Target by the Acquirers. The Commission noted that the Acquirers and Seller executed a SPA, pursuant to which they acquired shareholding in Target. At the time of execution of the SPA, the Acquirers had the knowledge that the Seller has a Board seat on the Target. This Board seat was offered to the Acquirers by the Target and subsequently, the Acquirers appointed one Board member. The execution of said SPA, offer of a Board seat to the Acquirers by the Target and the subsequent appointment of a Board member occurred in the same month. Based on the foregoing, the intention of the Acquirers to participate in the affairs and management of the Target cannot be ruled out.

36. Further, it is also contended by the Acquirers that: (a) FRL, on its own accord, invited the Acquirers to nominate a director on its Board; (b) the SPA did not commit or confer upon the Acquirers any right to appoint a director on the Board of FRL; (c) Acquirers were not aware that a acquisition of stake in FRL from the Seller would automatically result in the Acquirers being bestowed with the right to appoint a director on the Board of FRL – a right that was previously held by the Seller.

37. The Commission is of the view that the submissions of the Acquirers are not tenable considering the intent and purpose of the Item I Provision. The reference to ‘right’, i.e., an existing right captured in the transaction documents, and ‘intention’, i.e., a futuristic right or position, is meant to ensure that the regulatory framework is consistent with the core principle of ‘substance over form’. Accordingly, whether the proposal to appoint a

director on the board of target was moved by the target or whether the parties first acquired only shares and subsequently negotiated/agreed for board representation or participation in management in related or unrelated developments to the transaction, or where such an arrangement forms intrinsic part of the transaction *ab initio*, the substance in each case is the parties gaining the ability to participate in management or affairs and, in that context, the mechanism leading up to it is just a question of form. If the Acquirers' contentions regarding these differences are accepted, this would imply that parties to a combination can structure their transactions separating the acquisition of shares and acquisition of rights/board seat, etc., and claim the benefit of Item I Provision. Clearly, this would defeat the intent and purpose of the Act, which is to ensure that the competitive dynamics are not influenced, as the same can be influenced not only by active decisions but also by way of broad understanding or awareness of competitively sensitive information. The end result in each case is sufficient to lead to coordinated outcomes, frustrating the process of competition.

38. Further, notwithstanding the aforesaid, even if the Acquirers' contention of the acquisition of a Board seat being an unrelated development is considered, considering the aforesaid intent and purpose of Item I Provision and requirement of Notice to be filed *ex-ante*, the Acquirers should have filed the notice before accepting the positions on the Board, which allowed them to participate in the management or affairs of the Target. It goes without saying that the onus to prove that the developments were subsequent to the acquisition of shares or voting rights will be on the acquirer in such transactions.

39. Based on the aforesaid, it appears that the Combination does not satisfy the conditions of the Explanation to Item 1 Provision, and hence, it cannot be 'solely as an investment'.

40. The Combination is also examined if it was in the ordinary course of business. In this regard, the Commission observed[3] the relevance of classification of business transactions as revenue transactions and capital transactions and in that backdrop noted that, *"[T]he*

[3] Order dated 11th May 2018 issued under Section 43A of the Act in relation to Combination Registration No. C-2017/05/509, dated 11th May 2018

term "ordinary course of business" is meant to refer to transactions which are frequent, routine and usual and therefore it may be said that the term "ordinary course of business" corresponds to revenue transactions for the competition law purposes." In the same order, the Commission noted that, *"Revenue transactions may simply be defined as those transactions which are short term and constitute income and expenditure and are accordingly reflected in profit and loss account or income statement of the enterprise. Capital transactions on the other hand are those which affect non-current items such as fixed assets, long term debt etc. and affect the position statement of an enterprise."* The aforesaid decision was given in context of a transaction involving acquisition of assets, however, the basic principles underlying the same are equally applicable in case of transactions involving acquisition of shares. Accordingly, the Commission, while examining the issue of scope of 'ordinary course of business' in context of acquisition of shares, observed[4] that, *"[T]ransactions in ordinary course of sale and purchase of securities are done solely with the intent to get benefited from short term price movement of securities"* which re-emphasises the underlying aspects of frequency, duration of holding, intent etc.

41. Thus, the first test for examining a transaction for being in ordinary course of business is whether the same is a revenue transaction or a capital transaction. The Acquirers too have submitted that the determination of whether a transaction can be considered to be in the ordinary course of business is based on categorisation of the transaction as a capital transaction or a revenue transaction, and what constitutes as a revenue or capital transaction varies from business to business, i.e., a capital transaction for one business may be a revenue transaction for the other. Further, the Acquirers have contended that the investments made by them in an enterprise are inextricably connected with the objective of constituting and operating the investment fund and such investments are considered to be routine and in the ordinary course of business of the investment funds.

42. In this regard, it is noted that the Acquirers are correct to state that what constitutes as a revenue or capital transaction varies from business to business, i.e., a capital transaction

[4] Order under Section 31(1) of the Act in relation to Combination Registration No. C – 2022/02/905, dated 23rd March 2022

for one business may be a revenue transaction for the other. The distinction is to be drawn in terms of the characteristics of revenue and capital transactions as referred above. It is observed that while revenue transactions mean and imply items of income and expenditure, the Acquirers, by their own submissions have referred to the Combination as an 'investment' which by its very definition constitutes a capital transaction being an item of 'asset' for the investing firm. Thus, the key consideration for 'ordinary course of business' test is that the activity in question should not even be an 'investment'. Accordingly, the Combination cannot be considered to be in ordinary course of business.

43. The aforesaid business model, if tested on the parameter of whether the parties 'intended to get benefited from short term price movement of securities' would also yield similar results. The aforesaid business model is premised on the longer time horizon of investment and the intended nature of returns which is against the scope of ordinary course of business activities which are intended to benefit from short term price movement of securities. The same is reflected in functioning of entities such as the Acquirers in general wherein the investments are held for some time and the acquirers participate in the management with a view to cause appreciation of value of their holdings and in context of the extant case, this aspect is validated considering the longer time period of holding of investments and presence of the Acquirers on the Board of the Target.

44. Accordingly, the only test applicable for the Combination is 'solely as an investment' test. The moment it is concluded that the activity in question is an 'investment', the question for determination of notifiability is whether the same is 'solely as an investment', i.e., the nature of the investment is such which is not likely to impact the competition dynamics or otherwise. Going by the same, Once the activity is held to be an 'investment', even if it does satisfy 'solely as an investment' test, it cannot be considered to be in 'ordinary course of business' by implication.

45. Based on the above, it is clear that the Combination is not in ordinary course of business and the benefit under Item 1 Provision is not available to the Acquirers. Thus, while the SCN raised certain other issues, such as the clawback arrangements, issues relating to acquisition of control, etc., the primary issue on the notifiability of the Combination is

settled, and accordingly, these other issues are not relevant and no determinative finding is required for the same.

46. Thus, based on the analysis of the response of the Acquirers, the Commission is of the opinion that, in consummating the Combination without the approval of the Commission, the Acquirers have failed to file a notice for the Combination in accordance with Section 6(2) of the Act, which reads as under:

> "*Subject to the provisions contained in sub-section (1), any person or enterprise, who or which proposes to enter into a combination, [shall] give notice to the Commission, in the form as may be specified, and the fee which may be determined, by regulations, disclosing the details of the proposed combination, within [thirty days] of—*
>
> *(a) approval of the proposal relating to merger or amalgamation, referred to in clause (c) of section 5, by the board of directors of the enterprises concerned with such merger or amalgamation, as the case may be;*
>
> *(b) execution of any agreement or other document for acquisition referred to in clause (a) of section 5 or acquiring of control referred to in clause (b) of that section.*"

Further, Section 6 (2A) of the Act reads as follows:

> "*No combination shall come into effect until two hundred and ten days have passed from the day on which the notice has been given to the Commission under sub – section (2) or the Commission has passed orders under section 31, whichever is earlier.*"

Accordingly, the Combination attracts a penalty under Section 43A of the Act, which reads as under:

"*If any person or enterprise who fails to give notice to the Commission under sub – section (2) of section 6, the Commission shall impose on such person or enterprise a penalty which may extend to one percent of the total turnover or the assets, whichever is higher, of such a combination.*"

47. Accordingly, in terms of Section 43A of the Act, the Commission can levy a maximum penalty of one per cent of the total turnover or the assets, whichever is higher, of such a combination. While determining the quantum of penalty, the Commission considered the mitigating factors as well as the aggravating factors. In view of the foregoing, the Commission considered it appropriate to impose a penalty of INR 20,00,000 (Indian Rupees Twenty lakh only) on the Acquirers. The Acquirers are directed to pay the penalty within 60 days from the date of receipt of this order.

48. The Secretary is directed to communicate to the Acquirers accordingly.