

COMPETITION APPELLATE TRIBUNAL

MA 34/2006/MA 36/2006

MA 38/2006/MA 20/2007

RTPE 02/2006, RTPE 03/2006, RTPE 37/2006

CORAM

**Hon'ble Dr. Justice Arijit Pasayat
Chairman**

**Hon'ble Shri Rahul Sarin
Member**

**Hon'ble Smt. Pravin Tripathi
Member**

IN THE MATTER OF :

State of A.P. & Anr.Complainant

Vs.

**M/s. Mahyco Monsanto Biotech-India
Ltd. & Ors.Respondent**

**Appearances : Dr. K.S. Yadav, ADG for DG
Shri Prashant Pakhiddey, Dr. V.K.
Aggarwal, Abdullah Hussain and Koshy
John, advocates for R1 to R3.**

ORAL ORDER

8th December, 2009

Heard learned counsel for the parties. As noted in the order dated 15th February, 2008, the respondents have already modified the agreement with the dealers and the new price has been fixed at Rs. 750/- per 450 gms. of Kharif-2006 onwards with the approval of the State of Andhra Pradesh. These aspects are also been highlighted in the additional rejoinder by the State of Andhra Pradesh applicant. Above being the position and in view of the

supplementary and amendment agreement entered into between the Mahyco Monsanto Biotech-India Ltd. and Nuziveedu Seeds Ltd, nothing further survives in these proceedings. These are accordingly disposed off. This order shall govern RTPE 02/2006, RTPE 03/2006 and RTPE 37/2006. If there is any modification in prices which give rise to any further cause of action in future is a matter with which we are not concerned presently.

(Dr. Justice Arijit Pasayat)
Chairman

(Rahul Sarin)
Member

(Pravin Tripathi)
Member

COMPETITION APPELLATE TRIBUNAL

UTPE 131/2007

CORAM

Hon'ble Dr. Justice Arijit Pasayat
Chairman

Hon'ble Shri Rahul Sarin
Member

Hon'ble Smt. Pravin Tripathi
Member

IN THE MATTER OF :

DG(I&R)Complainant

Vs.

M/s. Cipla Ltd.Respondent

**Appearances : Dr. K.S. Yadav, ADG for DG(I&R)
Shri Avijit Bhattacharjee, Advocate for
complainant**

ORAL ORDER

8th December, 2009

On consideration of the material on record, we are of
the view that no action is needed in these proceedings.

These proceedings are closed.

**(Dr. Justice Arijit Pasayat)
Chairman**

**(Rahul Sarin)
Member**

**(Pravin Tripathi)
Member**

COMPETITION APPELLATE TRIBUNAL

RTPE 35/2007

CORAM

Hon'ble Dr. Justice Arijit Pasayat
Chairman

Hon'ble Shri Rahul Sarin
Member

Hon'ble Smt. Pravin Tripathi
Member

IN THE MATTER OF :

DG(I &R)Complainant

Vs.

M/s. Indian Oil Corporation Ltd.
& Ors.Respondent

Appearances: Shri RD Makheeja, Advocate for DG(I &R)
Shri R.Sudhinder, Advocate for R-1
Shri B.R. Vig, Advocate for R-2

ORAL ORDER

8th December, 2009

The pleadings are exchanged and further affidavit, if any, be filed within a period of four weeks.

List on 11th March, 2010.

(Dr. Justice Arijit Pasayat)
Chairman

(Rahul Sarin)
Member

(Pravin Tripathi)
Member

Evidence by way of affidavit shall be filed within four weeks.

List on 16th March, 2010.

**(Dr. Justice Arijit Pasayat)
Chairman**

**(Rahul Sarin)
Member**

**(Pravin Tripathi)
Member**

COMPETITION APPELLATE TRIBUNAL

IA 43/2008
RTPE 28/2008

CORAM

Hon'ble Dr. Justice Arijit Pasayat
Chairman

Hon'ble Shri Rahul Sarin
Member

Hon'ble Smt. Pravin Tripathi
Member

IN THE MATTER OF :

Jagatpal GuptaComplainant

Vs.

Addl. Zonal Revenue Officer
Delhi Jal BoardRespondent

Appearances : Shri R. Sudhinder, Advocate for
Complainant
Ms. Shweta Mishra, Advocate for
Respondent

ORAL ORDER

8th December, 2009

A copy of the calculation sheet has been supplied to the learned counsel for the complainant. Reply, if any thereto, shall be filed within three weeks.

List on 16th March, 2010.

(Dr. Justice Arijit Pasayat)
Chairman

(Rahul Sarin)
Member

(Pravin Tripathi)
Member

COMPETITION APPELLATE TRIBUNAL

RTPE 09/2009

CORAM

Hon'ble Dr. Justice Arijit Pasayat
Chairman

Hon'ble Shri Rahul Sarin
Member

Hon'ble Smt. Pravin Tripathi
Member

IN THE MATTER OF :

Vinod Singh RawatComplainant

Vs.

The Managing Director
M/s. Crossing Infrastructure
Pvt. Ltd. & Anr.Respondent

Appearances Shri Abhishek, Advocate for complainant

ORAL ORDER

8th December, 2009

For complying of the order dated 5.11.09 complainant seeks further time. Three weeks' time is granted.

List on 5th March, 2010.

(Dr. Justice Arijit Pasayat)
Chairman

(Rahul Sarin)
Member

(Pravin Tripathi)
Member

COMPETITION APPELLATE TRIBUNAL

RTPE 44/2006

CORAM

**Hon'ble Dr. Justice Arijit Pasayat
Chairman**

**Hon'ble Shri Rahul Sarin
Member**

**Hon'ble Smt. Pravin Tripathi
Member**

IN THE MATTER OF :

DG(I&R)

....Complainant

Vs.

Dic Coatings Ltd.

....Respondent

Appearances : Shri RD Makheeja, Advocate for DG

Shri Buddy Ranganadhan with Mr.

**Abhijeet Swaroop, advocates for
respondent**

ORAL ORDER

8th December, 2009

In the annexure-A to their reply given by the respondent indicating the details of the dealers vis-à-vis distributors and direct sales. It has been contended that while direct sales constitute about 84%, the distributor sales are in the neighborhood of 16% of the total turnover. Learned counsel for the respondent states that relevant details will be supplied to the learned counsel for the DG for verification of the details furnished in the statement.

List on 5th March, 2010.

**(Dr. Justice Arijit Pasayat)
Chairman**

**(Rahul Sarin)
Member**

**(Pravin Tripathi)
Member**

COMPETITION APPELLATE TRIBUNAL

RTPE 279/1995
CA 87/1997

CORAM

Hon'ble Dr. Justice Arijit Pasayat
Chairman

Hon'ble Shri Rahul Sarin
Member

Hon'ble Smt. Pravin Tripathi
Member

IN THE MATTER OF :

DG(I&R)Complainant

Vs.

M/s. Idemitsu Kosan Co. Ltd. & Anr.
.....Respondent

**Appearances : Shri RD Makheeja, Advocate for DG
Complainant in person
Shri S.S. Kumar, Advocate for R-1**

ORAL ORDER

8th December, 2009

Learned counsel for R1 has concluded the cross-examination of complainant's witness Shri Jaideep Halvasia.

The cross-examination by R2 shall be done tomorrow.

List on 9th December, 2009.

**(Dr. Justice Arijit Pasayat)
Chairman**

**(Rahul Sarin)
Member**

**(Pravin Tripathi)
Member**

COMPETITION APPELLATE TRIBUNAL

**RTPE 279/1995
CA 87/1997**

8.12.2009

Further cross-examination of Shri Shri Jaideep Halvasia by Shri S.S. Kumar, Advocate for R-1

In paragraph 41 to 48 reference has been made to agreement/agreements which according to me constitute restrictive trade practice and is compulsorily registrable u/s 33 of the MRTP Act. In paragraph (40 h) I have stated that respondents have not disclosed their distributors or agents agreement between them. According to me there may be oral agreements also. My reference to the agreement is to the purported agreement for distributorship dated 10th December, 1993 between respondents no. 1 & 2. Though the agreement is between Idemitsu International(Asia) Pvt. Ltd. & M/s. Savita Chemicals Ltd. According to me this agreement between R1 & R2 has the aforesaid Idemitsu International(Asia) Pvt. Ltd. which is wholly owned subsidiary of R1. At the time the complaint was filed we did not know the existence of such an agreement. Later on when we came across the documents we annexed to the rejoinder affidavit. It is a fact that the entire controversy involved in the present purchasing is related to refrigeration oil and I wanted to purchase it from R1 with captive

consumption. According to me the agreement dated 10th December, 1993 also includes refrigeration oil and not lubricant alone as suggested. It is not correct as suggested that the agreement dated 10th December, 1993 is only of technical know-how related to lubricant and nothing to do with refrigeration oil. In the sur-rejoinder of R1 & R2 it was brought to my notice that the agreement referred in the rejoinder filed by me relate to something else and not the subject matter of dispute. In my affidavit of evidence I have referred an agreement. This may be the agreement dated 10th December, 1993 as referred to above or some other agreements about the existence of which I am not aware. It is not a fact that the allegation made in the complaint are malicious and are motivated. It is not a fact that I have not signed on account of non-supply of refrigeration oil by the respondents and or that I had procured refrigeration oil from United States of America(USA) at a cheaper rate in 1994. Even if we may have received the oil from USA at a cheaper rate the ultimate end product would have been better received from R1 & R2. According to me all the supplies made by R1 to other buyers was on high seek and I wanted

similar treatment. It is not a fact that there was more than one letter requiring me to obtain the products from R2.

(Dr. Justice Arijit Pasayat)
Chairman

(Rahul Sarin)
Member

(Pravin Tripathi)
Member

RO & AC

Date : 8.12.2009

COMPETITION APPELLATE TRIBUNAL

RTPE 11/2004

CORAM

**Hon'ble Dr. Justice Arijit Pasayat
Chairman**

**Hon'ble Shri Rahul Sarin
Member**

**Hon'ble Smt. Pravin Tripathi
Member**

IN THE MATTER OF :

DG(I&R)Complainant

Vs.

Johnson & Johnson Ltd.Respondent

**Appearances : Shri RD Makheeja, Advocate for DG
Shri Ravinder Narayan, Advocate for
respondent**

ORAL ORDER

8th December, 2009

The respondent's evidence by way of affidavit shall be
filed within three weeks.

List on 10th March, 2010.

**(Dr. Justice Arijit Pasayat)
Chairman**

**(Rahul Sarin)
Member**

**(Pravin Tripathi)
Member**

COMPETITION APPELLATE TRIBUNAL

RTPE 22/2004

CORAM

Hon'ble Dr. Justice Arijit Pasayat
Chairman

Hon'ble Shri Rahul Sarin
Member

Hon'ble Smt. Pravin Tripathi
Member

IN THE MATTER OF :

DG(I&R)Complainant

Vs.

Corporate Channel India Pvt.
Ltd. & Others

....Respondent

Appearances : Dr. K.S. Yadav, ADG for DG
Dr. VK Agarwal, Advocate for R-4
Shri Bahar U.Barqui, Advocate for R-6

ORAL ORDER

8th December, 2009

It is stated that DG(I&R) has to substitute the witness.
Let it be done within three weeks. Admission/denial shall be
carried out at the appropriate stage. Other witnesses, if any
shall be examined after the aforesaid exercise is undertaken.

List on 11th March, 2010.

**(Dr. Justice Arijit Pasayat)
Chairman**

**(Rahul Sarin)
Member**

**(Pravin Tripathi)
Member**

COMPETITION APPELLATE TRIBUNAL

RTPE 25/2002

CORAM

Hon'ble Dr. Justice Arijit Pasayat
Chairman

Hon'ble Shri Rahul Sarin
Member

Hon'ble Smt. Pravin Tripathi
Member

IN THE MATTER OF :

Anil Kumar ShandilyaComplainant

Vs.

Resort Country Club & Anr.Respondent

**Appearances : Complainant in person
Shri S.K. Agarwal with Shri Vardana
Mishra, advocate for R1
Shri Joju Kunadly, Advocate for R-2**

ORAL ORDER

8th December, 2009

The cross-examination is deferred. Learned counsel for respondent states that they would explore the possibility of an out of court settlement. List on 10th March, 2010.

(Dr. Justice Arijit Pasayat)
Chairman

(Rahul Sarin)
Member

(Pravin Tripathi)
Member

COMPETITION APPELLATE TRIBUNAL

RTPE 25/2002

8.12.2009

Further cross-examination of Shri Anil Kumar Shandilya by Shri S.K. Agarwal, Advocate for R1

I am a post-graduate in English. On the basis of RCI, I have made a statement in the complaint that respondent no. 1 is an agent of respondent no. 2 and was representing himself to be so. Since two years membership RCI was given by Respondent no. 1, I have made a statement to the aforesaid effect. It is correct that RCI was initially for two years. I have not renewed my RCI membership after the initial period of two years. Many times I have asked for service from the respondent no. 1. I have not written documents to show that I have demanded such service to be rendered. I have asked orally and telephonically. I would, however, like to verify if I have copies of any written communication. It is not a fact that I have never demanded service from R1. To my recollection I took membership in 1998 or 1999. I asked for the service for the first time in 1999. I asked for the extended service from R1. I have no knowledge whether the exchanged service has to be given by RCI(R2) and not by R1. I have signed the purchase agreement as well as I have read the conditions of the

purchase agreement.(A copy of which has been annexed to my complaint). After having understood clause 4 & 8, I have signed the documents in question. I did not renew my membership after two years because I did not get any service for the first two years period also. I have not deposited any amount for RCI because according to me it was the R1 who was to provide the service. Since the confirmation voucher was not given to me there was no question of depositing the amount with RCI. There is no document to show that only after the confirmation voucher is given the deposit is made. That was my understanding of the arrangement. Initially, the documents relating to RCI were not given to me when the agreement was signed. They were later on sent to me by post. I have not signed the RCI agreement. It is a fact that in the enrollment application I have signed and it relates to RCI. This application is for the purpose of depositing in the space bank of RCI so that I could get exchange from RCI. I don't remember how long after the RCI documents were sent to me. I have received the RCI card. I don't remember whether I received the RCI card and the documents simultaneously. To my recollection I have received the RCI directly. It is correct that RCI membership card and the documents to which I have made a reference earlier were

received from RCI directly. I was aware of the prescription made by the RCI. The RCI terms of membership in clause -7 provided the modalities of request and exchange. The RCI terms of membership are on record. It is not a fact that whatever request I had made to RCI and not R1 it also not a fact that there was some non-fulfillment of conditions required and, therefore, my request for exchange has not been acceded to. The guidelines relating to RCI exchange are a part of the documents given by RCI.

(Dr. Justice Arijit Pasayat)
Chairman

(Rahul Sarin)
Member

(Pravin Tripathi)
Member

RO & AC

Date : 8.12.2009

