



COMPETITION COMMISSION OF INDIA

Case No. 10 of 2025

In Re:

XYZ (Confidential)

Informant

And

Emaar India Limited

OP-1

(formally known as Emaar MGF Land Limited)

At Emaar Business Park Mehrauli Gurgaon Road

Sikandarpur Chowk, Sector-28, Gurgaon, Haryana-122002

Emaar India Community Management Private Limited

OP-2

306-308, Square One, C-2, District Centre,

Saket, South Delhi, New Delhi-110017

Department of Town and Country Planning,

OP-3

Haryana through its Director at Plot No. 3,

Sec-18A, Madhya Marg, Chandigarh-160018

Senior Town Planner, Gurugram,

OP-4

Department of Town & Country Planning

HUDA Complex, Sec-14, Gurugram, Haryana.

District Town Planner, Gurugram,

OP-5

Department of Town & Country Planning

HUDA Complex, Sec-14, Gurugram, Haryana

Union of India

OP-6

through Chief Secretary, Foreign Investment at DPIIT

Vanijya Bhawan, New Delhi - 110011

CORAM:

Ms. Ravneet Kaur

Chairperson

Mr. Anil Agrawal

Member

Ms. Sweta Kakkad

Member

Mr. Deepak Anurag

Member



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

1. The present Information has been filed by XYZ (**Confidential**) under Section 19(1)(a) of the Competition Act, 2002 ('Act'), against M/s Emaar India Limited ('OP-1'), M/s Emaar India Community Management Private Limited ('OP-2'), Department of Town and Country Planning, Haryana through its Director ('OP-3'), Senior Town Planner ('OP-4'), District Town Planner, Department of Town & Country Planning ('OP-5') and Union of India, through Chief Secretary, Foreign Investment at DPIIT ('OP-6') (hereinafter collectively referred to as 'OPs') *inter alia* alleging contravention of the provisions of Sections 3 and 4 of the Act.
2. As per the Information, the Informant has submitted that:
 - (a) The OP-1 came up with a "Signature Villa Community" in zone 1 & 6 of the project namely "Marbella" in sector 66, Gurugram. A "Signature Villa Community" refers to a luxury property that stands out due to its unique design, high-end features, and prestigious location. Typically, these villas are custom-built or designed by renowned architects, offering exclusivity, premium materials, and superior craftsmanship. The term "signature" implies that the villa has distinctive characteristics that make it a one-of-a-kind or highly sought-after property, often associated with luxury real estate developments or elite residential communities. The entire project has drawn its inspiration from the city of Marbella in Spain, known for its luxury and lavish lifestyle.
 - (b) As per the brochure published and advertised by the OP-1, there are 3 types of villas in zone 1 & 6 of the project, namely, Belinda, Monada and Belleza having difference in their carpet area and design.
 - (c) The brochure published/advertised by the OP-1 clearly and manifestly shows only 3 samples of villas as described by the OP-1 in zone 1 & 6 of the project and further, the floor plans and carpet areas of the villas are also given in the brochure. The master plan annexed with the brochure also classifies zone 1 & 6 of the project into 3 parts only having 3 kinds of villas.



- (d) On 29.09.2010, OP-3 approved a layout plan for a substantial area of 108.006 acres located in Sector 65 & 66, village Maidawas, district Gurugram and a license was issued in favor of the OP-1, authorizing them to develop a "Signature Villa Community". The project was subject to strict adherence to the approved designs and plans, ensuring that the development would conform to the standards set by the authorities.
- (e) On 03.05.2011, the scope of the project was expanded when an additional 1.063 acres were incorporated into the licensed area. This brought the total area under the project to 109.069 acres. It is stated that the purpose of the expansion was consistent with the original intent to establish a "Signature Villa Community". The project development was still mandated to adhere strictly to the approved designs and plans with no advertisement for plot or floor sales allowed until all necessary approvals were secured.
- (f) The OP-1, thereafter, launched an extensive marketing campaign for zone 1 & 6 of the "Marbella Project," promoting it as a "Signature Villa Community". The marketing materials, including brochures and advertisements, highlighted the zone 1 & 6 of the project as a unique and exclusive gated residential development featuring exquisitely designed villas. The visual representations consistently depicted that only villas would be constructed and sold by OP-1, with a clear assurance that no other types of residential units, such as builder floors or apartments, would be part of the villa community in zone 1 & 6.
- (g) Zone 1 & 6 of the project promised uniformity, with all villas maintaining identical outward appearance and facades. Floor-wise sales were explicitly not permitted, and each villa was guaranteed ample parking space. Prospective buyers were also assured of spacious common facilities, including a gym, swimming pool, tennis courts, and a clubhouse, further reinforcing the vision of a cohesive and aesthetically harmonious villa community. These representations created strong expectation among buyers that the development would consist exclusively of villas, forming a homogeneous and well-planned environment.

3. With regard to allegations against OPs in the Information, the Informant has alleged that:



- (a) From 2011 to 2022, the OP-1 entered into Buyer's Agreements and Conveyance Deeds with several consumers/villa owners with regard to the villas sold to them. There were total 268 plots in zone 1 & 6 of the project upon which villas were to be constructed. However, OP-1 left 97 vacant plots for the reasons best known to them and is now allowing construction of builder floors upon the same. The Builder Buyer Agreements executed between the consumer/villa owners and OP-1 puts a restriction upon the villa owners with respect to alterations in the villas. These conditions are common in almost all the Builder Buyer Agreements of the consumers/villa owners. The said clause 8 (g) of the Builder Buyer Agreement is reproduced hereunder:

"(i). The Allottee(s) shall not make any such additions or alterations in the Villa so as to change the exteriors of the Villa, the Allottee(s) shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior design/ appearance. The Allottee shall not make any such additions or alterations in the Villa so as to cause any structural damage to the Villa.

(ii). The Allottee(s) shall not demolish any structure of the Villa or any portion of the same or cause to make any new construction in the Villa without the prior approval and consent of the Company and/or the local authority. The Allottee(s) however undertakes that it shall not divide/sub-divide the Plot in any manner."

- (b) The OP-1 by allowing the construction of builder floors/ apartments on the villa plots with non-identical outward and backward appearance is in clear violation of clause 8 (g) of the Builder Buyer Agreement which was put upon the consumers/villa owners at the time of execution of the Builder Buyer Agreement and is a clear abuse of the dominant position of OP-1.
- (c) The OP-3 issued a critical order dated 05.11.2020, which mandated that no revisions to the layout or building plans could be made without the written consent of at least two-thirds of the allottees, as per Section 14 of the Haryana Real Estate Regulatory Authority ('HARERA') Act. This order was intended to protect the rights of the



allottees by ensuring that any significant changes to the project could only be made with their approval, which has not been done in the present case.

- (d) The OP-1 thereafter started permitting the construction of builder floors and non-villa residential units on remaining vacant plots within zone 1 and zone 6 of the project. Unlike the villas, which were originally marketed as part of the exclusive 'Signature Villa Project,' these new residential units feature a completely different architectural style and color palette. This deviation in design not only disrupts the uniformity of the villa community but also significantly alters the overall aesthetic and structural integrity of the project. Moreover, the charges for the super area paid by the villa owners are very much on the higher side from that of the flat owners.
- (e) The introduction of builder floors and non-villa units goes against the initial vision of a homogenous, villa-only development, which was a key selling point for prospective buyers seeking a luxurious and cohesive residential experience. As a result, the fundamental character and design concept of the 'Signature Villa Project' have been compromised, impacting the expectations of those who invested in a community of uniquely crafted villas.
- (f) In response to these ongoing revisions, OP-1 published a press release in the Times of India dated 08.09.2022, inviting objections from the public to the proposed changes in the revised layout plan. The press release indicated that objections could be submitted to OP-3.
- (g) Following the press release, some of the consumers/villa owners, submitted formal objections to OP-3 on 04.10.2022 along with several other villa owners. These objections highlighted concerns about the deviations from the original plan and the unauthorized construction of non-villas such as apartments / builder floors on the vacant 97 plots. Till now no report/ order has been communicated by OP-3 to OP-5 to the consumers/villa owners and the constructions of builder floors/ independent units apart from villas are continuing in zone 1 & 6 of the project, which is a manifest evidence of



the fact that OPs in connivance with each other have abused their dominant position over the consumers/villa owners who have invested their hard-earned money.

- (h) Despite the clear promises made in the brochures, Buyer's Agreements, and Conveyance Deeds, OP-1 allowed the construction of builder floors and other non-villa residential units on remaining 97 vacant plots within zone 1 & 6 of the project. This development was in direct contravention of the original representation that had portrayed zone 1 & 6 of the project as an exclusive "Signature Villa Community".
- (i) The allottees, who had invested in the project based on the expectation of living in a homogenous, high-end villa community, were shocked to discover these deviations. Allowing construction of non-villa units not only altered the aesthetic and architectural uniformity of the community but also fundamentally changed the nature of the development. This action by OP-1 constituted a gross breach of the promises made to the allottees and imposed an unfair condition upon the consumers/villa owners to live in the society without any objection and hence the same amounts to abuse of dominant position under the Act.
- (j) The OP-1 has created an anti-competitive environment in the relative market of real estate as the consumer/villa owners purchased the villas on the representation made by OP-1 of having a villa society and to live in a luxurious colony of villas and further did not search for any other better options available in the market. Further OP-1, by making false representations in the brochure, has misused its dominant position upon the consumers/villa owners and further deceived them to invest their money in zone 1 & 6 of the project in question.
- (k) The OP-1 by changing the basic structure of the colony in zone 1 & 6, is imposing an unfair condition on the services provided to the Informant and other consumers and further snatching away their fundamental right to choose and live freely in a society of their choice, which has been guaranteed under the Constitution of India.



- (l) OP-1 & OP-2 have misused their dominant position by collecting the heavy super area/common area and external area charges from the Informant as per the original layout plan and further by allowing the construction of builder floors on the areas for which the Informant has already paid.
 - (m) The OP-1, by allowing the construction of builder floors in zone 1 & 6 of the project in question, has created market inside a market, wherein, people who chose to live a luxurious life will have to share their life with those who have paid much lesser charges/consideration for the same facilities. The plan for constructing villas in zone 1 and 6 was sanctioned by OP-3 to OP-5 only, which is now being illegally changed by the same OPs at the instance of OP-1 and hence, the same is nothing but an exercise of dominant position by the OPs in the market.
 - (n) The right to view of the existing villa residents is being significantly compromised. The originally planned open and scenic views are now obstructed by high-rise buildings, diminishing the aesthetic and tranquil environment that villa owners were promised and had invested in. Moreover, the number of the residents in the society are also increasing day by day.
4. With regard to above allegations, the Informant further stated that a consumer complaint No. 117 of 2023 has been filed by him against OP-1 before National Consumer Dispute Redressal Commission for the alleged deficiency and unfair trade practices, which is still pending.
5. The confidentiality over the identity of the Informant and certain documents/ Information filed by it has also been requested under Section 57 of the Act read with Regulation 36 of the Competition Commission of India (General) Regulations, 2024 (**‘General Regulations’**).
6. The Informant has sought following interim relief from the Commission under Section 33 of the Act:
- (a) To grant temporary injunction restraining OP-1 and its agents, partners, assignees etc. from advertising, selling, or entering into any new agreements for the sale of the plots and floors



in zone 1 & 6 of the Marbella Project, especially for the non-villa units that deviate from the original layout plan;

- (b) To temporarily restrain OP-3 to OP-5 from giving any approval for the construction of the non-villa units till the final decision of the present matter;
- (c) To grant temporary injunction restraining the construction of builder floors/non-villa units in zone 1 & 6 of the Marbella Project as permitted by the OPs by exercising their dominant position in the real estate market till the final decision of the present matter.

7. The Informant has sought the following relief from the Commission:

- (a) To direct OP-1 to stop/discontinue its misuse of dominant position and to strictly adhere to the terms and conditions of the brochure, Builder Buyer Agreement and Conveyance Deed as originally entered with villa owners for construction in zone 1 & 6 of the project;
- (b) To impose huge monetary penalty on OPs for engaging in unfair trade practices, creating anti-competitive environment and violating the provisions of the Act;
- (c) To grant permanent injunction restraining OPs from misusing their dominant position in the market and all their activities including construction and giving permission for construction of non-villa units/builder floors in zone 1 & 6 of the project;
- (d) To direct the OPs to stop/discontinue their misuse of dominant position and further demolish all the illegally constructed builder floors / non-villa units in zone 1 & 6 of the project;
- (e) To recommend enhanced regulatory regime/monitoring of OP-1's future projects by the relevant authorities, including OP-3 and Real Estate Regulatory Authority ('RERA').
- (f) To direct the OPs to bear the legal costs and fees incurred by the Informant in pursuing this matter before the Commission.

8. The Commission considered the Information in the ordinary meeting held on 16.07.2025 and decided to pass an appropriate order in due course.

9. The Commission carefully perused the Information and other material available on record. Based on the allegations levelled by the Informant, the Commission observed that the Informant is mainly aggrieved by the conduct of OP-1 in real estate services. Accordingly, the



Commission framed the following issues for consideration and determination in the present case:

- (a) What is the 'relevant market' in the present case?
- (b) Whether OP-1 holds a dominant position in the relevant market? If yes, whether the alleged conduct amounts to violation of Section 4 of the Act?
- (c) Whether, OPs have contravened Section 3(4) of the Act?

10. With regard to relevant market, the Commission notes that the provision of services of development and sale of residential villas is a distinct product compared to the services of development and sale of residential units / apartments in terms of end use. Villas are large luxurious houses, having their own garden, swimming pool, fountain *etc.* are private and elegant; allow buyers to decide on their own discretion about the floor plan, number of floors, structure, and other specifics of dwelling units subject to applicable regulations. Thus, from the consumer's perspective, a residential villa or an apartment are not substitutable with one another. Hence, villas and other residential units such as apartments and flats could not be considered in the same category. Hence, considering the factors under Section 19(7) of the Act, the Commission is of the view that the relevant product market in the instant matter would be *"the provision of services for development and sale of villa"*. The Commission further notes that the city of Gurugram can be considered to be the relevant geographic market in the instant case based on factors mentioned in Section 19(6) of the Act like different regulatory authorities and different rules and regulations for Gurugram, separate master plan, differential cost of land development, prices, geographical distances, connectivity with airport and capital and the preferences of the consumers. Therefore, the Commission delineates the relevant market in the present case as *"the provision of services for development and sale of villa in Gurugram"*.

11. As regards dominance of OPs in the instant matter, the Commission has examined the list of licenses along with the land schedule for the years 2009 to 2013 mentioned on the website of Department of Town & Country Planning, State of Haryana and observes that there are various players in the relevant market along with OP-1. The Commission also observes from the information available in the public domain that there are several other reputed real estate developers such as DLF, Godrej Properties, Tata Housing, Signature Global, Vatika Group,



ATS Group, and Tulip Infratech who have been building villas in Gurugram since 2010. These developers offer a range of villa options in Gurugram. Hence, the Commission is of the view that *prima facie* OP-1 does not appear to be dominant in the relevant market of “*the provision of services for development and sale of villa in Gurugram*”. In absence of dominance of OP-1 in the relevant market, there is no requirement to examine the allegations of abuse of dominance. Hence, there can be no case of abuse of dominance in terms of Section 4 of the Act.

12. With regard to contravention of Section 4 by OP-2, the Commission notes that OP-1 and OP-2 are related as part of the Emaar India group. OP-1 is the real estate development arm, while OP-2 focuses on community management services within Emaar's projects. Hence, the Commission is of the view that dominance of OP-2 and its abuse do not arise in the specifics of this case.
13. With respect to the allegation under Section 3(4) of the Act, the Informant has not provided any evidence to support his allegations. Hence, the Commission is of the view that no case of anti-competitive arrangement can be made out against OP-1 under Section 3 of the Act.
14. The Commission also observes that with regard to OP-3 to OP-6, the Informant has neither made any specific allegations against them nor provided any evidence. Hence, the Commission is of the view that no case can be made out against OP-3 to OP-6 under the provisions of the Act.
15. In view of the facts and circumstances of the present case, the Commission finds that no *prima facie* case of contravention of the provisions of Sections 3 and 4 of the Act is made out against the OPs in the instant matter. Accordingly, the matter is ordered to be closed forthwith in terms of the provisions contained in Section 26(2) of the Act. Consequently, no case for grant for relief(s) as sought under Section 33 of the Act arises and the said request is rejected.
16. Before parting with the order, the Commission deems it appropriate to deal with the request of the Informant seeking confidentiality over his identity and certain documents/ Information filed by it under Regulation 36 of the General Regulations. Considering the grounds put forth by the



Informant for the grant of confidential treatment, the Commission grants confidentiality to such documents/ Information in terms of Regulation 36 of the General Regulations read with Section 57 of the Act for a period of three years from the passing of this order. The Commission also grants confidentiality on the identity of the Informant as prayed. It is, however, made clear that nothing used in this order shall be deemed to be confidential or deemed to have been granted confidentiality as the same has been used for the purposes of the Act in terms of the provisions contained in Section 57 thereof.

17. The Secretary is directed to communicate to the Informant, accordingly.

**Sd/-
(Ravneet Kaur)
Chairperson**

**Sd/-
(Anil Agrawal)
Member**

**Sd/-
(Sweta Kakkad)
Member**

**Sd/-
(Deepak Anurag)
Member**

**New Delhi
Date: 29/08/2025**