



**COMPETITION COMMISSION OF INDIA**

**Case No. 13 of 2024**

**In Re:**

**Col. Arvind Kumar**

225, Vasant Apartment,  
Old Delhi Road,  
Gurugram, Haryana – 122 001.

**Informant**

**And**

**One97 Communications Ltd.**

Skymark One, Shop No.1, Ground Floor,  
Tower-D, Plot No. H-10B, Sector 98,  
Noida, UP-201 301.

**Opposite Party-1/OP-1**

**Aditya Birla Finance Limited**

18th Floor, Tower 1, One World Centre,  
Jupiter Mill Compound, 841,  
Senapati Bapat Marg, Elphinstone Road,  
Mumbai - 400 013.

**Opposite Party-2/OP-2**

**Bharti Airtel Limited**

Bharti Crescent, 1 Nelson Mandela Road,  
Vasant Kunj, Phase II,  
New Delhi - 110 070.

**Opposite Party-3/OP-3**

**Central Bank of India**

Chander Mukhi, Nariman Point  
Mumbai -400 021.

**Opposite Party-4/OP-4**



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## **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 Col. Arvind Kumar (**‘Informant’**) under Section 19(1) (a) of the Competition Act, 2002 (the **‘Act’**) against One97 Communications Ltd (**OP-1/Paytm**), Aditya Birla Finance Limited (**OP-2**), Bharti Airtel Limited (**OP-3**) and Central Bank of India (**OP-4**), (collectively **OPs**), alleging abuse of dominance and anti-competitive practices in violation of the provisions of the Act.
2. As per the information, the Informant has been using the payment services of OP-1 since many years, including mobile wallet and UPI ID. It is stated that in April 2022, the Informant used Uber Application to travel in Gurugram for which he had set OP-1 wallet as his fare payment option. However, OP-1 Application failed to pay the fare from his mobile wallet with OP-1 despite there being sufficient balance. It also failed to deduct amount from his savings bank account in OP-4 linked with OP-1’s mobile wallet. After repeated attempts, OP-1 Application sent the Informant a notification to allow OP-1 to



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make payments immediately up to a limit of INR 60,000/- and recover the same from him later. It is stated that the Informant allowed OP-1 to pay the fare and then it displayed a postpaid limit of INR 60,000/- minus the cab fare.

3. However, after some transactions made through OP-1 Application, it displayed the name of OP-2 as the lender. It is further stated that no information regarding loan facility or applicable interest rate or terms of the purported loan by OP-2 was given to the Informant earlier and he had never consented to enter into any agreement or arrangement with OP-2. It is alleged by the Informant that OP-1 arbitrarily displayed insufficient balance and forced him to pay *via* OP-2 postpaid loan facility through OP-1's app. The Informant kept on paying the Paytm Postpaid dues regularly whenever it was displayed.
4. It is stated that after some time, the Informant started getting calls over phone from OP-2 regarding recovery of purported outstanding loan amount including the principal amount and interest amount with warning that otherwise services to the Informant would be stopped. The Informant told OP-2 representatives not to call him as he had never availed loan from their company and to approach OP-1 in case of any outstanding problem. However, he kept on getting calls from OP-2.
5. Further, the Informant had a broadband connection of OP-3 with a landline number. On 10.03.2022, employees at an Airtel Store in Gurugram offered the Informant to upgrade to Airtel Black scheme. For closing his previous account he paid the then balance bill using the debit card issued by OP-4. Representatives of OP-3 informed him that his previous account was closed and issued him a new connection of Airtel Black scheme. However, OP-3 continuously kept on raising bills on the previous number also. He paid the same fearing interruption of service as his daughter was using internet for her professional work.
6. It is further stated that in November 2022 the abovesaid Airtel Store personnel checked it on Informant's request and remarked '*oh the previous connection had not been closed.*' The Informant was told by the disconnect desk to pay the outstanding bill. As per the



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information, subsequently, OP-3 informed that the Informant's old connection had been closed on 22.12.2022 and no bill was outstanding. However, OP-3 continued to raise invoice on the said non-existent connection and after a few days he was informed that 89 GB data had been used on his said old connection. OP-3 was unable to intimate about the data usage for the new connection for the corresponding period. OP-3 refused to email data usage for both connections and the same was not received by the Informant till the date of filing of information.

7. It is further stated that OP-1 was not authorised to make payments to OP-3 *via* its app from his account with OP-4. On 23.04.2023 the Informant received a text from OP-1 that an amount of INR 3300/- will be deducted from his account with OP-4. As OP-1 has created no facility for distress call to connect with customer care by chat, SMS or phone call, the Informant sent an email on 23.04.2023 to OP-4 to stop any payment to OP-3 on any account. It is alleged that money from Informant's account with OP-4 was deducted on 25.04.2023 *via* OP-1's app for a payment to be made to OP-3 despite instructions by the Informant to OP-4 to stop payments from his saving bank account with it to OP-3 for any bill.
8. Based on the above averments, the Informant has alleged that OP-1 has entered into exclusive dealing arrangement with OP-2 and is using anti-competitive practices to compel its consumers to opt for the services of OP-2. This agreement restricts his choices as a consumer and limits competition in the market. OP-1, being a dominant player in the digital payment market, abused its position by forcing the Informant into a transaction with OP-2 without his prior knowledge or consent. Further all OPs have abused their respective dominant positions in the market.
9. In view of the aforesaid averments made in the Information, the Informant has alleged that the aforesaid conducts of OPs are in contravention of the provisions of Sections 3 and 4 of the Act.



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10. The Commission considered the matter in its ordinary meeting held on 26.06.2024 and decided to pass an appropriate order in due course.
11. The Commission has carefully perused the information and material available on record. It is noted that the allegations against various OPs as raised in the Information are as following:
- i. against OP-1: imposition of postpaid loan facility from OP-2 on the Informant without any prior intimation despite sufficient balance in mobile wallet and saving bank account linked with the OP-1 wallet;
  - ii. against OP-2: harassment for recovery of principal and interest amount despite regular payment of postpaid dues by the Informant to OP-1;
  - iii. against OP-3: delay in disconnection and raising undue bills on internet/landline connection(s), and,
  - iv. against OP-4: not stopping payment from savings bank account despite instructions by the Informant to stop payment through OP-1 regarding any bill of OP-3.
12. From the facts of the present case, the Commission observes that alleged disparate disputes raised in the Information appear to be individual/contractual disputes regarding alleged mis-representation/ mis-selling/ deficiency in service against various OPs and do not involve competition concerns as such. Further, no material has been provided by the Informant to indicate violation of any provision of the Act.
13. Accordingly, the nature of disputes raised in the matter do not fall under the ambit of the Act and for redressal of the said grievances, remedy(ies), if any, may lie before an appropriate forum, in accordance with law.
14. In view of the foregoing, the Commission is of the considered view that no *prima facie* case of contravention of provisions of the Act is made out against any of the OPs in the present matter and decides to close the matter forthwith in terms of the provisions of Section 26(2) of the Act.



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15. The Secretary is directed to communicate to the Informant accordingly.

**Sd/-**  
**Chairperson**

**Sd/-**  
**Member**

**Sd/-**  
**Member**

**Sd/-**  
**Member**

**Date:** 26.07.2024

**Place:** New Delhi.