
**JUDICIAL APPROACH IN ABUSE OF DOMINANT POSITION:
ANALYSIS OF THE DLF LIMITED V. COMPETITION COMMISSION
OF INDIA CASE**

Shivam Tripathi^{1*}, Dr. Roshni Shrivastava²

¹Research Scholar, Amity Law School Lucknow, Amity University Uttar Pradesh Lucknow Campus.

²Associate Professor of Law, Amity Law School Lucknow, Amity University Uttar Pradesh Lucknow Campus.

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***Corresponding Author: Shivam Tripathi**

Research Scholar, Amity Law School Lucknow, Amity University Uttar Pradesh Lucknow Campus.

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ABSTRACT

The DLF Limited v. Competition Commission of India case represents a watershed moment in the evolution of Indian competition law jurisprudence. This research paper examines the judicial approach to abuse of dominant position through a comprehensive analysis of the DLF litigation, which spanned multiple proceedings before the Competition Commission of India (CCI), the Competition Appellate Tribunal (COMPAT), and the Supreme Court. The paper explores the three-stage analytical framework for assessing abuse of dominance, focusing on relevant market definition, determination of dominance, and identification of abusive conduct. Particular attention is paid to the contentious issues surrounding geographic market delineation, market share calculation methodologies, and the treatment of unfair and discriminatory conditions in standard-form contracts. The paper also analyzes the appellate modifications to the CCI's orders and the subsequent evolution of jurisprudence in real estate sector cases. This analysis reveals that the DLF case established critical precedents regarding the applicability of competition law to standard-form contracts, the concept of "leveraging" dominance into adjacent markets, and the permissible scope of remedial orders. The case demonstrates both the potential and the limitations of competition law as a tool for consumer protection in sectors characterized by information asymmetry and unequal bargaining power.

1. INTRODUCTION

The enactment of the Competition Act, 2002 marked India's transition from the antiquated Monopolies and Restrictive Trade Practices Act, 1969 to a modern competition law framework aligned with global best practices.¹ Among the substantive provisions of the new regime, Section 4 which prohibits abuse of dominant position emerged as a critical tool for regulating enterprises possessing significant market power. However, the practical application of Section 4 remained largely untested until the Competition Commission of India (CCI) delivered its landmark order against DLF Limited in August 2011, imposing a penalty of ₹6.3 billion (approximately US\$115 million) for abuse of dominant position in the residential real estate market of Gurgaon.²

The DLF litigation, which unfolded across multiple proceedings involving hundreds of apartment allottees, tested fundamental questions about the jurisdictional reach of competition law, the methodology for defining relevant markets, the evidentiary standards for establishing dominance, and the scope of conduct that constitutes "abuse." The case also highlighted the tensions between the CCI's consumer-protection oriented approach and the appellate tribunal's more restrained interpretation of the statutory framework.

This research paper analyzes the judicial approach to abuse of dominant position as developed through the DLF litigation. Part II provides the factual background of the case and the procedural history. Part III examines the legal framework governing abuse of dominance under Indian competition law. Part IV analyzes the CCI's findings on relevant market definition, dominance, and abusive conduct. Part V evaluates the appellate modifications introduced by COMPAT. Part VI discusses the subsequent evolution of jurisprudence in real estate sector cases. Part VII offers a comparative analysis with other jurisdictions, and Part VIII concludes with reflections on the enduring significance of the DLF case.

¹ The Competition Act, 2002 (Act No. 12 of 2003), received presidential assent on January 13, 2003, and was subsequently amended by the Competition (Amendment) Act, 2007 and the Competition (Amendment) Act, 2009.

² *Belaire Owners' Association v. DLF Limited and Others*, Case No. 19/2010 (CCI, August 12, 2011); see also Ramya Hariharan and Arka Majumdar, "Post-DLF: Developers and competition law in India," Law.asia, March 22, 2013

2. Factual Background and Procedural History

2.1 The Belaire, Park Place, and Magnolia Projects

The genesis of the DLF litigation can be traced to information filed before the CCI on May 5, 2010, by the Belaire Owners' Association.³ DLF Limited, India's largest real estate developer, had announced a housing complex named "The Belaire" consisting of five multi-storied residential buildings to be constructed on land earmarked in Zone 8, Phase-V in DLF City, Gurgaon, Haryana. According to the advertisement, each building was to consist of 19 floors with 368 apartments, and construction was to be completed within 36 months.⁴

The allottees alleged significant deviations from the original project specifications. First, DLF constructed 29 floors in all buildings, substantially compressing the areas and facilities originally earmarked for apartment owners. Second, the project was abnormally delayed, resulting in hundreds of allottees suffering financial losses as their funds remained blocked while they waited indefinitely for possession.⁵

Similar complaints arose regarding other DLF projects. The Park Place Residents Welfare Association filed information regarding arbitrary and discriminatory conditions imposed through Apartment Buyers' Agreements (ABAs).⁶ The Magnolia Flat Owners Association, along with individual allottees, raised identical concerns about one-sided and unfair contractual terms.⁷ The core allegations across all three projects centered on the imposition of highly arbitrary, discriminating, and perverse conditions that were non-negotiable and heavily tilted in favor of DLF.⁴

2.2 The Apartment Buyers' Agreement

Central to the controversy was the standard-form Apartment Buyers' Agreement that DLF required allottees to execute. The informants identified numerous clauses that allegedly violated Section 4 of the Competition Act. These included:

First, the agreement explicitly stated that it was non-negotiable and required execution in its original form. Any corrections, cancellations, or alterations would result in DLF refusing to execute the agreement.⁹ This provision effectively deprived buyers of any opportunity to bargain for terms favorable to their interests.

Second, while the cost of electricity connection and charges were excluded from the total apartment price, non-payment of these charges was treated as unpaid sale price, enabling

³ M/S. Dlf Limited and Another v. Competition Commission of India and Others, Appeal Nos.20, 22, 23 of 2011, Appeal Nos. 19, 12 & 20 of 2012 & Appeal Nos. 29, 09 & 11 of 2013 (COMPAT, May 19, 2014), 10

⁴ Ashutosh Bhardwaj v. M/S. Dlf Limited and Others, Case No. 01 of 2014 (CCI, February 27, 2014), ¶ 4.

DLF to withhold the conveyance deed until full payment. Additionally, allottees were required to undertake not to apply for individual electricity connections, effectively binding them to DLF's chosen maintenance agency.¹⁰

Third, the arbitration clause reserved DLF's right to appoint a sole arbitrator whose decision would be final and binding on the parties. This arrangement violated fundamental principles of natural justice by denying buyers any choice in the selection of arbitrators and creating an appearance of bias.¹¹

Fourth, the agreement made club membership mandatory, requiring payment of membership fees, annual subscription charges, and security deposits all subject to unilateral revision at DLF's discretion. By linking apartment purchase to club services, DLF was allegedly leveraging its dominance in the residential market to foreclose competition in the separate market for club and maintenance services.¹²

2.3 Procedural History

The procedural trajectory of the DLF litigation was complex, involving multiple information filings, consolidated proceedings, and overlapping appeals. The CCI initiated investigation by ordering the Director General (DG) to conduct detailed inquiries under Section 26(1) of the Act.⁵ The DG's investigation concluded that DLF held a dominant position in the relevant market and had abused its position through the imposition of unfair conditions.

On August 12, 2011, the CCI passed its primary order in the Belaire matter, finding DLF in contravention of Section 4 and imposing a penalty of ₹6.3 billion.⁶ Similar orders followed for Park Place and Magnolia. The CCI directed DLF to cease and desist from the abusive conduct and to suitably modify the unfair conditions in its agreements.⁷

DLF appealed these orders before the Competition Appellate Tribunal (COMPAT), challenging both the findings on dominance and the remedial directions. COMPAT delivered its judgment on May 19, 2014, modifying certain aspects of the CCI's orders while upholding the fundamental finding of abuse of dominant position.⁸

Subsequently, the CCI passed supplemental orders on January 3 and January 10, 2013, providing detailed directions on the modifications required in the Apartment Buyers'

⁵ Section 26(1) of the Competition Act, 2002 empowers the CCI to direct the Director General to conduct an investigation if it finds a prima facie case of contravention.

⁶ *Belaire Owners' Association v. DLF Limited and Others*, Case No. 19/2010 (CCI, August 12, 2011).

⁷ "CCI's Whip on DLF: 'Cease and Desist Unfair Trade Practices,'" S.S. Rana & Co., January 30, 2017

⁸ *M/S. Dlf Limited and Another v. Competition Commission of India and Others* (COMPAT, May 19, 2014)

Agreement. These supplemental orders were also challenged before COMPAT, leading to further appellate proceedings.¹⁷

3. Legal Framework for Abuse of Dominant Position

3.1 Statutory Provisions

Section 4 of the Competition Act, 2002 constitutes the legal foundation for regulating abuse of dominant position. The provision operates through a two-stage inquiry: first, determining whether an enterprise occupies a dominant position in the relevant market; second, assessing whether the conduct in question constitutes abuse of that dominance.⁹

Section 4(1) declares that no enterprise shall abuse its dominant position. Section 4(2) enumerates specific forms of abuse, including:

- Section 4(2)(a)(i): directly or indirectly imposing unfair or discriminatory conditions or prices in purchase or sale of goods or services
- Section 4(2)(a)(ii): limiting or restricting production, market, or technical development
- Section 4(2)(b): denying market access
- Section 4(2)(c): making conclusion of contracts subject to acceptance of supplementary obligations having no connection with the subject of the contract (tying arrangements)
- Section 4(2)(d): using dominant position in one market to enter or protect another market (leveraging)¹⁰

The DLF case primarily involved allegations under Sections 4(2)(a)(i) (unfair conditions), 4(2)(c) (tying), and 4(2)(d) (leveraging).

3.2 Definition of Dominant Position

Section 4(2) defines "dominant position" as a position of strength enjoyed by an enterprise in the relevant market that enables it to operate independently of competitive forces or affect competitors, consumers, or the relevant market in its favor.¹¹

Section 19(4) provides a non-exhaustive list of factors to be considered in determining dominance, including:

- Market share of the enterprise
- Size and resources of the enterprise
- Size and importance of competitors
- Economic power of the enterprise

⁹ Section 4 of the Competition Act, 2002.

¹⁰ Section 4(2) of the Competition Act, 2002.

¹¹ Explanation to Section 4 of the Competition Act, 2002.

- Vertical integration
- Dependence of consumers on the enterprise
- Entry barriers
- Countervailing buying power
- Market structure and degree of concentration¹²

3.3 Three-Stage Analytical Framework

The CCI and Indian courts have consistently applied a three-stage framework for assessing abuse of dominance claims. Stage one involves defining the relevant market both product and geographic within which competition is assessed. Stage two requires determining whether the enterprise holds a dominant position in that market. Stage three involves examining whether the dominant enterprise has abused its position through any of the prohibited forms of conduct.¹³

This framework, derived from international best practices, ensures analytical rigor and prevents unwarranted findings of dominance based solely on market share or size. The DLF case provided the first major testing ground for the application of this framework in India.

4. The CCI's Approach: Defining Markets, Establishing Dominance, and Identifying Abuse

4.1 Definition of Relevant Product Market

The CCI defined the relevant product market as the "provision of services for development and sale of residential apartments" in the context of the Belaire, Park Place, and Magnolia projects.¹⁴ This definition was based on factors such as consumer preferences, product characteristics, and intended use. The Commission emphasized that residential apartments constitute a distinct product category due to the significant investment involved, the long-term nature of the transaction, and the specific consumer expectations regarding location, amenities, and quality.

Importantly, the CCI distinguished between different categories of residential property, noting that the projects in question Belaire, Park Place, and Magnolia were high-end luxury apartments targeting a specific segment of consumers. However, for the purpose of the abuse analysis, the Commission treated the broader residential apartment market as the relevant

¹² Section 19(4) of the Competition Act, 2002.

¹³ See generally, Rahul Singh, "Regulator's flawed definition of mkt in NSE, DLF orders may weaken case," *The Economic Times*, September 6, 2011

¹⁴ *M/S. Dlf Limited and Another v. Competition Commission of India and Others* (COMPAT, May 19, 2014), 9.

product market, recognizing that similar competitive constraints operated across various price segments.

4.2 Definition of Relevant Geographic Market

The most contentious aspect of the CCI's market definition concerned the geographic scope. The Commission determined the relevant geographic market as "Gurgaon," rejecting DLF's contention that it should be the entire National Capital Region (NCR) or a larger area.

The CCI based its decision on several factors under Section 19(5) of the Act, including:

- Regulatory distinctions between Gurgaon and Delhi, given separate development authorities (HUDA in Gurgaon versus DDA in Delhi)
- Differences in property prices across the NCR
- Consumer preferences for location based on proximity to workplaces, social networks, and lifestyle considerations
- The non-substitutability of properties across state boundaries given varying legal frameworks and development controls¹⁵

The Commission emphasized that a consumer seeking to purchase an apartment in Gurgaon would not consider properties in Delhi, Noida, or Ghaziabad as viable substitutes due to differences in infrastructure, connectivity, and regulatory environment. This finding was critical to establishing DLF's dominance, as a narrower geographic market increased the likelihood of finding market power.

4.3 Determination of Dominance

The CCI employed multiple methodologies to assess DLF's market position in Gurgaon. The Director General's investigation relied on data from the Centre for Monitoring Indian Economy (CMIE) to calculate market shares based on all-India revenues of developers operating in Gurgaon.¹⁶ This methodology yielded market shares exceeding 65% for DLF in both 2007-08 and 2008-09.

In addition to market share, the CCI considered other factors enumerated in Section 19(4). These included:

- **Economic power:** DLF's size, resources, and financial strength significantly exceeded those of its competitors

¹⁵ Section 19(5) of the Competition Act, 2002 provides factors for determining relevant geographic market, including regulatory trade barriers, local specification requirements, national procurement policies, adequate distribution facilities, transport costs, and consumer preferences.

¹⁶ Singh, "Regulator's flawed definition," The Economic Times, September 6, 2011

- **Entry barriers:** The real estate sector in Gurgaon faced high entry barriers due to land acquisition costs, regulatory approvals, and established brand reputation
- **Consumer dependence:** Consumers were dependent on DLF for high-quality residential apartments in prime Gurgaon locations
- **Countervailing buyer power:** Individual apartment buyers lacked bargaining power vis-à-vis DLF, and the standard-form nature of agreements precluded negotiation¹⁷

The Commission also noted that DLF had been operating in Gurgaon for decades, establishing a dominant presence that competitors could not easily replicate. The combination of these factors led the CCI to conclude that DLF held a dominant position in the relevant market.

4.4 Identification of Abusive Conduct

Having established dominance, the CCI examined whether DLF had abused its position through the terms of the Apartment Buyers' Agreement. The Commission identified multiple forms of abuse:

Unfair and Discriminatory Conditions (Section 4(2)(a)(i)): The CCI found that numerous clauses in the ABA imposed unfair conditions on buyers. The non-negotiable nature of the agreement, the unilateral right to modify terms, the excessive interest rates on delayed payments, and the arbitration clause favoring DLF were all deemed unfair. The Commission observed that standard-form contracts are not per se prohibited, but when imposed by a dominant enterprise, they must be examined for fairness.¹⁸

Tying Arrangements (Section 4(2)(c)): The mandatory club membership provision was identified as an illegal tying arrangement. DLF made the purchase of apartments conditional on acceptance of supplementary obligations club membership, annual subscriptions, and security deposits that had no connection with the primary transaction of apartment sale.

Leveraging (Section 4(2)(d)): The CCI found that DLF used its dominant position in the residential apartments market to enter and protect the separate markets for club services and apartment maintenance. By requiring allottees to accept its chosen maintenance agency and club facilities, DLF foreclosed competition in these ancillary markets.

The Commission emphasized that DLF's conduct harmed consumers not only through direct financial implications but also by restricting choice and creating dependencies that would persist long after the initial purchase.

¹⁷ "CCI's Whip on DLF," S.S. Rana & Co.

¹⁸ Ashutosh Bhardwaj v. M/S. Dlf Limited and Others (CCI, February 27, 2014), 5-6

4.5 Penalty and Remedial Directions

The CCI imposed a penalty of ₹6.3 billion on DLF, calculated at 7% of its average turnover for the preceding three years.¹⁹ The Commission directed DLF to cease and desist from the abusive conduct and to modify the unfair conditions in the Apartment Buyers' Agreement.

In subsequent supplemental orders, the CCI provided detailed guidance on the modifications required. These included:

- Removing clauses that allowed unilateral modification of terms
- Revising arbitration clauses to provide for neutral arbitrators
- Delinking apartment purchase from mandatory club membership
- Ensuring transparency in maintenance charges and club fees
- Eliminating discriminatory provisions favoring DLF over allottees

5. COMPAT's Appellate Modifications

5.1 Issues Raised on Appeal

DLF filed appeals before COMPAT challenging various aspects of the CCI's orders. The primary grounds of appeal included:

First, DLF contested the definition of the relevant geographic market, arguing that the CCI should have considered the entire NCR rather than Gurgaon alone. Second, DLF challenged the finding of dominance, contending that the CCI's market share calculation methodology was flawed. Third, DLF argued that the CCI lacked jurisdiction to examine agreements executed prior to May 20, 2009, when Section 4 of the Competition Act came into full force. Fourth, DLF claimed that the CCI exceeded its authority by prescribing specific modifications to the Apartment Buyers' Agreement.

5.2 COMPAT's Analysis of Market Definition and Dominance

COMPAT upheld the CCI's findings on market definition and dominance, albeit with some refinements. The Tribunal agreed that Gurgaon constituted the appropriate geographic market, noting that "a consumer looking for residential accommodation in Gurgaon would not consider properties in Delhi as substitutes given the different regulatory regimes, price differentials, and lifestyle considerations."

Regarding dominance, COMPAT confirmed that DLF held a dominant position based on its market share, economic power, and the high entry barriers in the Gurgaon real estate market. However, the Tribunal cautioned against over-reliance on market share calculations,

¹⁹ *Belaire Owners' Association v. DLF Limited and Others* (CCI, August 12, 2011).

emphasizing that dominance must be assessed holistically considering all Section 19(4) factors.

5.3 COMPAT's Modification of Abuse Findings

While affirming the fundamental finding of abuse, COMPAT introduced important modifications. The Tribunal held that the CCI could not examine agreements executed before May 20, 2009 the date Section 4 became operational for the purpose of finding abuse. However, COMPAT clarified that the CCI retained jurisdiction to examine post-2009 conduct, including the continued imposition of unfair terms after the Act came into force.²⁰

The Tribunal observed: "The CCI could not have examined all these clauses, which were valid at the time when the ABA was enacted in December 2006-07 and viewed the abuse on the part of the Appellant on that count alone. We have already shown that both sections 3 and 4 of the Act were not available on the day when these agreements were executed."²¹

However, COMPAT clarified that the CCI could properly consider complaints about the breach of Section 4 arising from impositions occurring after May 20, 2009. This distinction between the execution date and the continuing effect of abusive terms became a critical principle for subsequent cases.

5.4 Remedial Directions

COMPAT expressed reservations about the CCI's supplemental orders that prescribed specific modifications to the Apartment Buyers' Agreement. The Tribunal suggested that the CCI should provide general principles rather than detailed contractual terms, leaving it to DLF to devise compliant agreements subject to CCI approval.

The Supreme Court later addressed this issue in proceedings arising from the DLF case, holding that the CCI has the authority to issue directions to cease and desist from anti-competitive conduct but must exercise restraint in prescribing specific contractual modifications.²²

²⁰ Dlf Home Developers Limited v. Competition Commission of India & Ors., W.P.(C) 6361/2014 & 6362/2014 (Delhi High Court, October 10, 2014), 3-5

²¹ M/S. Dlf Limited and Another v. Competition Commission of India and Others (COMPAT, May 19, 2014), 73

²² Dlf Home Developers Limited v. Competition Commission of India & Ors. (Delhi High Court, October 10, 2014), 6

6. Evolution of Jurisprudence: Post-DLF Cases

6.1 Proliferation of Real Estate Cases

The DLF order triggered a flood of complaints against real estate developers across India. Buyers in projects by numerous developers filed information before the CCI alleging similar abusive conditions in their apartment buyers' agreements.²³ This proliferation reflected both increased awareness of competition law remedies and the widespread use of unfair standard-form contracts in the real estate sector.

6.2 Subsequent CCI Orders on Dominance

The post-DLF era witnessed a nuanced evolution in the CCI's approach to dominance in real estate cases. In *Ashutosh Bhardwaj v. DLF Limited* (2014), the CCI applied the principles established in the earlier DLF cases to find a prima facie case of abuse against DLF in its New Town Heights project.²⁴ The Commission noted that the relevant market remained "the provision of services for development of residential apartments in Gurgaon" and that DLF's dominance in that market was well-established.

However, subsequent cases demonstrated that dominance is not presumed based on brand recognition or size alone. In a 2015 case involving DLF's project in Delhi, the CCI declined to find dominance, noting the presence of numerous competitors including the Delhi Development Authority, Ansal API, Emaar Group, and Parsvnath.²⁵ The Commission observed: "In the geographic region of Delhi, DLF is just one of the real estate developers engaged in the provision of services relating to development and sale of residential apartment. There are many other real estate developers operating in Delhi... These developers appear to pose competitive constraints to DLF in the relevant market."

6.3 Recent Developments: The DLF Gayatri Cases

A 2023 decision involving DLF Gayatri Developers, a joint venture in Telangana, illustrates the continuing evolution of the jurisprudence. The CCI dismissed a plea alleging abuse of dominant position, finding that the informant had failed to demonstrate that the joint venture held a dominant position in the relevant market.²⁶

The Commission defined the relevant geographic market as Mahbubnagar district in Telangana and identified multiple competitors operating in that area, including Girdhari Constructions, Ashoka Ventures, Siri Sampada Homes, and Vardhan Developers. The CCI

²³ Hariharan and Majumdar, "Post-DLF: Developers and competition law in India," Law.asia

²⁴ *Ashutosh Bhardwaj v. M/S. Dlf Limited and Others* (CCI, February 27, 2014), 7-9.

²⁵ *Ess Cee Securities Pvt. Ltd. v. DLF Universal Limited*, 2015 CCI 22 (August 26, 2015)

²⁶ *Jitendra Bathla v. DLF Gayatri Developers*, [2023] 153 taxmann.com 400 (CCI)

concluded: "there are a number of RERA-approved projects of real-estate developers... having residential plots available for sale in various areas/localities in district Mahbubnagar of comparable size and similar amenities. Several of these real-estate developers have had presence in the sector for many years."²⁷

This decision reinforces the principle that dominance must be established on evidence specific to the relevant market; brand reputation alone cannot substitute for proof of market power.

7. Critical Analysis of Judicial Approach

7.1 Methodological Challenges in Market Definition

The DLF litigation exposed significant methodological challenges in defining relevant markets under Indian competition law. The controversy over whether Gurgaon or the entire NCR constitutes the appropriate geographic market highlighted the subjectivity inherent in market definition exercises.²⁸

Competition experts identified several weaknesses in the CCI's approach. First, the use of all-India revenue data to calculate DLF's market share in Gurgaon was criticized as methodologically unsound. Rahul Singh, a competition law expert, observed: "Estimation of the relevant market is key in abuse of dominance cases. Their (the CCI's) methodology lacks rigour."⁴⁹

Second, the limited use of the Small but Significant and Non-transitory Increase in Price (SSNIP) test raised questions. The CCI applied the SSNIP test in the DLF case but had declined to use it in contemporaneous cases, creating inconsistency in methodology.⁵⁰

Third, the absence of consumer surveys to determine substitutability patterns weakened the evidentiary basis for market definition. Global best practices suggest that consumer perspectives on substitutability should be empirically assessed rather than inferred by regulators.⁵¹

7.2 Standard-Form Contracts and Competition Law

A significant contribution of the DLF case lies in its treatment of standard-form contracts under competition law. The CCI and COMPAT recognized that while standard-form contracts are commercially efficient, they become problematic when imposed by dominant enterprises without any opportunity for negotiation.

²⁷ "CCI: No Abuse of Competition Act if Dominance Under Section 4 Not Established," Legal Era, July 15, 2023

²⁸ Singh, "Regulator's flawed definition," The Economic Times

The case established that competition law can serve as a tool to address contractual unfairness that would traditionally fall within the domain of consumer protection law. This convergence of competition and consumer protection objectives reflects a broader trend in global competition law enforcement, where concerns about consumer harm increasingly drive antitrust interventions.

However, the appropriate boundary between competition law and consumer protection remains contested. The Supreme Court's caution against the CCI prescribing detailed contractual terms suggests that competition authorities should focus on preventing abuse rather than dictating contract provisions.

7.3 Leveraging and Ancillary Markets

The CCI's finding that DLF leveraged its dominance in the residential apartments market to foreclose competition in club and maintenance services represented a sophisticated application of Section 4(2)(d). This approach recognized that dominance in a primary market can be used to create or protect positions in adjacent markets, resulting in broader consumer harm.

The leveraging theory was particularly appropriate given the long-term nature of real estate transactions. Once consumers purchased apartments with mandatory club membership and designated maintenance services, they remained locked into these arrangements indefinitely, preventing competition in the ancillary markets from developing.

7.4 Proportionality of Remedies

The remedial framework developed in the DLF case raises questions about proportionality and regulatory intervention. The CCI's direction to modify the Apartment Buyers' Agreement represented a significant intrusion into contractual freedom, even if justified by the need to remedy abuse.

COMPAT's suggestion that the CCI should provide general principles rather than specific terms reflects appropriate deference to contractual autonomy while ensuring compliance with competition law principles. The balance between effective remedies and regulatory restraint remains delicate, requiring careful calibration in future cases.

8. CONCLUSION

The DLF Limited v. Competition Commission of India case represents a foundational moment in Indian competition law jurisprudence. Through this litigation, the CCI and appellate courts established critical principles governing the definition of relevant markets,

determination of dominance, and identification of abusive conduct in the context of standard-form contracts and leveraging strategies.

The case's significance extends beyond its immediate facts to shape the analytical framework applied in subsequent abuse of dominance cases across multiple sectors. The three-stage framework market definition, dominance determination, and abuse assessment has become the standard methodology for competition law enforcement in India.

Several enduring lessons emerge from the DLF experience. First, market definition in abuse of dominance cases requires careful attention to both product and geographic dimensions, with robust empirical evidence to support conclusions about substitutability. Second, dominance must be established through holistic consideration of multiple factors, not merely market share calculations. Third, standard-form contracts imposed by dominant enterprises warrant heightened scrutiny, but competition authorities should focus on preventing abuse rather than prescribing contract terms. Fourth, leveraging theories offer powerful tools to address anti-competitive conduct across connected markets.

The post-DLF evolution of jurisprudence demonstrates both the potential and limitations of competition law as a tool for consumer protection. While the CCI successfully addressed abusive practices in the real estate sector, subsequent cases have shown that dominance is not presumed and must be established on case-specific evidence. The distinction between findings of dominance in Gurgaon versus Delhi illustrates the importance of market definition and the context-specific nature of competition law analysis.

As Indian competition law continues to mature, the principles established in the DLF case will remain relevant for addressing abuse of dominance across diverse sectors. The case stands as a testament to the importance of rigorous economic analysis, procedural fairness, and proportionality in competition law enforcement.

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