COMPETITION COMMISSION OF INDIA

Case No. 27 of 2025

In Re:

Swam Kartik Sharma **Informant**

A-08, Adarsh Arya APPT,
Plot No. 39A, Sector-6,
Dwarka,
South West Delhi,
New Delhi-110075

And

Airports Authority of India **Opposite Party No. 1**

(Through Secretary)
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi-110033

Ministry of Civil Aviation **Opposite Party No. 2**

(Through Secretary)
Rajiv Gandhi Bhawan, Block-B,
Jorbagh, Safdarjung Airport,
New Delhi-110033

Delhi International Airport Limited **Opposite Party No. 3**

(Through Chairman)
New Udaan Bhawan, Aerocity,
New Delhi-110037

CORAM

Ms. Ravneet Kaur
Chairperson

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 Swam Kartik Sharma ('**Informant**') against Airports Authority of India ('**AAI**'/ '**Opposite Party No. 1**'/ '**OP-1**'), Ministry of Civil Aviation ('**MoCA**' / '**Opposite Party No. 2**'/ '**OP-2**') and Delhi International Airport Limited ('**DIAL**' / '**Opposite Party No. 3**'/ '**OP-3**') collectively referred to as the Opposite Parties ('**OPs**') under Section 19(1)(a) of the Competition Act, 2002 ('**Act**'), alleging contravention of the provisions of Sections 3 and 4 of the Act.

2. As per the Information, the Informant is stated to be the Director of M/s Galaxy Security and Allied Services Pvt. Ltd., which provides security services in Delhi and other states of India.

3. The Informant has stated that GMR group ('**GMR**') had entered into a joint sector agreement with the Government of India through the Secretary, MoCA, New Delhi for Development, Construction, Operation and Maintenance of Indira Gandhi International Airport ('**IGIA**'), Delhi *vide* Operation, Management and Development Agreement ('**OMDA**') for 30 years and the same is extendable to another 30 years. GMR, thus, is the sole concessionaire operating at IGIA. A group consortium between GMR and AAI is known as DIAL, with GMR as its major shareholder.

4. It has been stated that the Informant came to know that for the past twenty years, M/s RAXA Security Services Limited ('**RAXA**') has been providing security services to DIAL. Further, GMR Airports Infrastructure Limited holds nearly 100% shares of RAXA. Therefore, the Informant wrote an email to DIAL on 19.02.2025, stating as follows:

> "*.........It has come to my attention that DIAL, under the public-private partnership with the Airport of India, has assign security contracts to RAXA,*

Security Agency, which is owned and governed by the GMR Group, without issuing a public tender. The practice seems to be in violation of the General Financial Rules (GFR), which mandate that contracts should be open to all parties through a transparent tendering process....”

5. In response to the above-mentioned e-mail dated 19.02.2025, DIAL furnished its reply dated 24.02.2025, as reproduced below:

“*Please be informed that the appointment of Raxa Private Security Contract (PSA) was pursuant to a proper tender process following publication of tender notice in Times of India, Navbharat on April 27, 2022. The same is in pursuance of mandate in Operation, Management Agreement executed by Delhi International Airport Limited with Airport Authority of India for operation, management and development of Indira Gandhi International Airport, Delhi.... Further the requirements of GFR referred by you do not apply to Delhi International Airport limited being a pvt. Entity”*

6. As per the Informant, the sum and substance of the response by DIAL is that RAXA has been awarded the contract of security services by DIAL through a competitive bidding process in terms of OMDA executed between DIAL and AAI for operation, management and development of IGIA. DIAL has further stated that General Financial Rules (‘**GFR**’), 2017 is not applicable as it is a private entity.

7. The Informant has alleged that DIAL, which maintains its principal office in Delhi, has abused its dominant position by engaging in unfair practices that resulted in the exclusion of other contractors from participating in competitive bidding processes.

8. It has submitted that the alleged contravention centers around DIAL’s purported failure to adhere to a competitive bidding process, thereby undermining fair competition and stifling market entry for the Informant and other contractors.

9. The Informant has quoted the relevant provisions of OMDA including Article 2.1.2 and Article 8.5.7 which lay down provisions regarding Contracts, Leases and Licenses. The

Informant has also stated that as per Schedule 12 of OMDA, DIAL is under an obligation to follow certain procedure in case a shareholder or group entity intends to tender for a contract.

10. As submitted by the Informant, Article 8.5.7(i)(aa) of OMDA provides that DIAL is obliged to follow all applicable laws and judgements of the Hon'ble Supreme Court of India as may be in force during the subsistence of this Agreement in case of public work concessions. So, the refusal of DIAL to follow GFR of Government of India is a complete violation of OMDA. Moreover, Article 8.5.7(i)(d) provides that all contract entered into by DIAL shall be on an arms-length basis. Article 8.5.7(i)(f) empowers AAI to object to any contract, which violates the principle of arms-length contract. Article 8.5.7(ii) of OMDA mandates that DIAL shall adopt fair and transparent policy while granting sub-contract and it shall not unreasonably discriminate any class of people while granting sub-contracts. This can be achieved only by a fair competitive bidding process.

11. The Informant has further submitted that the grant of contract to RAXA is clearly in violation of above-said provisions of OMDA concerning award of contract at arm's length basis. The stand of DIAL that RAXA has been given the contract after competitive bidding process is also suspicious as there are no details of any competitive bidding process from 2006 onwards. The Informant has further contended that even if any such process had been carried out, it was a sham process as it is inexplicable as to how the same company which is owned by GMR gets the contracts continuously for twenty years. Moreover, there is no detail regarding the fact as to whether the AAI has examined such award of contract as per OMDA or not.

12. In the view of the above, the following allegations have been levelled by the Informant against the OPs, especially against OP-3/ DIAL:

    a. DIAL is accused of utilising its dominant position by selectively awarding contracts to new entities under the significant control of GMR, without following competitive bidding process, leading to denial of market access to other players, thereby contravening Section 4(2)(c) of the Act.

b. DIAL is accused of leveraging its dominant position in the upstream market to engage in exclusionary practices and restricting the provision of services in the downstream market, thereby contravening Section 4(2)(e) of the Act.

c. DIAL is accused of ousting the Informant and other contractors by restricting or limiting the provision of services in airport market of Delhi, thereby contravening Section 4(2)(b)(i) of the Act.

d. Alleged unfair and discriminatory practices followed by DIAL are stated to create a monopolistic environment which enables it to operate on its terms without being subject to competition, thereby violating Section 4(2)(a)(i) of the Act.

Relief claimed

13. Based on the aforesaid facts and allegations, the Informant has prayed before the Commission to order an investigation in the matter and to take all such measures which can curb such monopolistic environment in airport security business.

Interim Relief claimed under Section 33 of the Act

14. The Informant has also sought interim relief under Section 33 of the Act, stating that DIAL be restrained from taking any adverse action against the Informant as a counter blast to the present complaint.

Subsequent Developments

15. In its ordinary meeting held on 10.12.2025, the Commission considered the Information and noted that the primary allegation relates to awarding security services to RAXA by OP-3/DIAL at IGIA. Therefore, *vide* order dated 10.12.2025, the Commission directed DIAL to file its response to the Information and furnish the following information along with supporting documents in relation to the present matter:

i. When was RAXA awarded the present contract to provide security services at IGIA in Delhi by OP-3?

ii. On what basis and using what method, has RAXA been awarded the contract to provide security services at IGIA by OP-3?

iii. If the above mentioned contract was awarded to RAXA through competitive bidding process, then provide details of the concerned tender including value of the tender, along with list of other bidders and their respective quotes.

iv. What is the shareholding pattern of RAXA?

v. How many tenders related to security services have been floated by OP-3 till date? And on how many occasions in the past, has RAXA been awarded the contract for providing security services at IGIA? Give details of the same including method of award, period of contract, names and quotes of all bidders including the selected bidder.

vi. Any other relevant information in the instant matter.

16. The Commission also directed the Informant to submit evidence substantiating its allegations with regard to Sections 4(2)(a)(i), 4(2)(b)(i) and 4(2)(c) of the Act.

17. *Vide* order dated 18.02.2026, the Commission considered the Interlocutory Application ('**IA**') bearing IA No. 35 of 2026 dated 30.01.2026 seeking extension of time to file its response to the Information and decided to grant four weeks from the date of receipt of the order, to DIAL.

Response/reply to the Information, furnished by DIAL

18. DIAL filed its response dated 27.03.2026, in confidential and non-confidential versions. DIAL has made preliminary objections, stating that the Informant has filed misleading Information before the Commission. It has stated that despite being duly informed *vide* email dated 24.02.2025, of the procedure undertaken by DIAL, the Informant proceeded to file the Information on misleading premise that no tender process has been undertaken.

19. It has submitted that the Informant, being Director of the company named Galaxy Security and Allied Services Private Limited, was not a participating bidder in the concerned tender. It is contended that it did not even possess a valid Private Security Agency ('**PSA**') license until 23.10.2024, which demonstrates absence of any commercial grievance.

20. DIAL has also raised questions on the Informant's Company's credibility as it was debarred by Hindustan Urvarak and Rasayan Limited, a Govt. of India Public Sector Undertaking ('**PSU**') on 12.11.2025 on the grounds of collusive bidding. In support of this, DIAL has furnished the Debarment Order dated 12.11.2025 issued by the said PSU, debarring the Informant for a period of two years.

21. DIAL has also alleged that the Informant is not an aggrieved party, rather the matter has been filed by Contractors Council on its behalf. It has further submitted that the Contractors Council is a sham entity of Mr. Ajit Swami *alias* Ajit Singh Gaur, who is a chronic, compulsive and habitual litigant. Contractors Council has been incorporated to harass, blackmail and coerce DIAL and extract commercial benefits at IGIA. To give context, Mr. Ajit Swami is the Director of Contractors Council and is also the Director of one entity named Swami Contractors Private Limited ('**Swami Contractors**') which has been working as an auxiliary service provider at the IGIA. Mr. Ajit Swami has been engaging in filing vexatious litigations and complaints against DIAL through various entities. The Information filed by Informant forms a part of this vexatious pattern aimed to disrupt operations of DIAL. DIAL has also provided a list of proxy litigations initiated, directly or indirectly, by Swami Contractors in various Courts.

22. It has been submitted by DIAL that the Information filed, in the present matter, is barred by limitation under the proviso to Section 19(1) of the Act, as the award of the contract for deployment of PSA for non-core security functions at IGIA to RAXA falls well beyond the prescribed three years look-back limitation period, *i.e.*, the contract was awarded on 30.06.2022. The Informant has neither filed the Information within this statutory period nor provided any explanation demonstrating 'sufficient cause' to justify condonation of delay to the Commission. In the absence of such justification, the present Information is not maintainable and warrants closure under Section 26(2) of the Act on this ground alone.

23. DIAL has submitted that the concerned tender was awarded pursuant to a publicly issued and competitively conducted tender process, in accordance with the applicable procurement framework and governing norms of the OMDA. Article 8.5.7 of the OMDA mandates competitive bidding only for projects exceeding INR 50 crore. It has further submitted that the value of the concerned tender was approx. INR 42.8 crore, below such threshold, DIAL nevertheless adopted a competitive bidding process in the interest of transparency, fairness and commercial prudence.

24. It has submitted that the Informant has neither identified the relevant market nor provided any substantiating material demonstrating the abuse of dominance by DIAL. Further, the Informant has not filed any evidence to support the allegations made in the Information.

25. DIAL has placed reliance upon the order of the Commission in Case No. 25 of 2024, *XYZ (Confidential) and Navodaya Vidyalaya Samiti*, wherein, the Commission held that the procurer must have freedom to exercise its choice freely in the procurement of goods and services and while exercising such choice, they may stipulate standards for procurement which meets its requirement and the same as such cannot be held as anti-competitive.

26. DIAL has submitted that the interim relief prayed by the Informant in the form of an order under Section 33 of the Act, cannot be granted as the Informant has not made any submissions to establish any mandatory requirements laid down by the Hon'ble Supreme Court in *Competition Commission of India v. Steel Authority of India Limited & Anr., Civil Appeal No. 7779 of 2010* to invoke the powers of the Commission under Section 33 of the Act. It has further submitted that even on procedural grounds, such relief cannot be granted unless a separate application enlisting reasons/impact on the market, is filed before the Commission.

27. DIAL has further submitted that the certificate under Section 63 of the Bhartiya Sakshya Adhiniyam, 2023 ('**Act of 2023**') annexed with the Information is defective and does not satisfy the mandatory statutory requirements for admissibility of electronic records. The certificate contains vague and generic references without specifically identifying the electronic records relied upon or describing the manner in which such records were produced. Thus, in the absence of a proper certificate meeting the requirements of Section

63, Act of 2023, and the electronic records relied upon by the Informant cannot be treated as admissible evidence and therefore, cannot be relied upon by the Commission.

28. In compliance to the specific queries raised by the Commission *vide* its order dated 10.12.2025, DIAL has submitted that as per Article 2.1.2 of OMDA, DIAL has the right, *inter alia*, to contract and/or sub-contract with the third parties to undertake functions on DIAL's behalf and to sub-lease and/or license certain premises at IGIA, in accordance with the conditions prescribed under it. It has submitted that security services at IGIA are classified broadly into two categories:
   a. Security for the IGIA and DIAL offices
   b. Security at non-core duty posts within the IGIA including at segregation gates, baggage controller *etc*.

29. With regard to the non-core security functions at the airport, it has submitted that Ministry of Home Affairs ('**MHA**') and Bureau of Civil Aviation Security ('**BCAS**') *vide* circular 03/2021 dated 11.05.2021 mandated the deployment of PSA for non-core aviation security functions at airports and laid down guidelines for the same. In pursuance of the aforesaid circular, MoCA/ OP-2 issued circular F.No. 1245/284/2021-F.I-MOCA dated 22.02.2022 granting mandate for deployment of PSA for non-core security functions.

30. It is further submitted that in compliance of the aforesaid circular issued by OP-2, Request For Proposal ('**RFP**') for the concerned tender was issued on 27.04.2022. With regard to the security for the IGIA and DIAL offices, three tender processes for security services at IGIA in the year 2007, 2013-2014, and 2019-2020 were undertaken by DIAL. With regard to security at non-core duty posts within the IGIA, it has undertaken two tender processes for deployment of PSA for non-core security functions in the year 2022 and 2025.

31. DIAL has submitted that for contract of security at IGIA and DIAL offices, RAXA was awarded tender through a competitive bidding process on 01.04.2020. For non-core security services at designated locations, a tender was floated by DIAL, wherein, RAXA emerged

as the lowest bidder and was awarded the present contract on 04.06.2025 pursuant to a competitive bidding process.

32. DIAL has submitted that it has undertaken all the steps for issuance of RFP and subsequent thereof, for the concerned tender including publication on website and newspaper, inviting sealed bids under a single two-bid system, opening of technical bids in presence of representatives, technical evaluation, opening of financial bids *etc*. It has also submitted that letter of award dated 29.06.2022 was issued to the lowest bidder *i.e* RAXA only upon the requisite internal approvals received from the audit committee and the Board of Directors appointed by AAI. Thereafter, an agreement was executed between DIAL and RAXA on 30.06.2022 for a period of three years. Upon the expiry of such agreement, DIAL initiated a fresh competitive bidding process in 2025 and pursuant to the same, RAXA being the lowest bidder, was awarded the tender on 22.05.2025 for a period of three years. In support of its submissions, DIAL has *inter alia,* furnished the report of independent probity auditor dated 01.05.2025 and the resolution passed by the Board of Directors dated 22.05.2025.

33. DIAL has submitted the details of tenders issued for security services for IGIA and DIAL offices in the year 2020 and for non-core duty posts within IGIA in the year 2022 and 2025. For 2020 tender, five interested parties submitted bid pursuant to RFP and out of the same, two parties qualified for technical evaluation. Amongst these two, RAXA emerged as the lowest bidder and Service Agreement 2020 was executed for seven years. The value of the tender was approx. INR 350 crores.

34. Similarly, in the tender dated 27.04.2022, for deployment of PSA for undertaking non-core security functions at IGIA, three interested parties submitted their bids pursuant to the RFP, out of which two parties were qualified for technical evaluation. RAXA, being the lowest bidder was awarded the contract and Service Agreement 2022 was executed for a period of three years. The value of the tender was approx. INR 42.80 crores. For the 2025 tender, thirteen entities showed interest pursuant to the advertisement of RFP. However, only three interested parties submitted their bids pursuant to the RFP, out of which two parties were qualified for technical evaluation. RAXA, being the lowest bidder was awarded the contract

and Service Agreement 2025 was executed for a period of three years. The value of the tender was approx. INR 73.55 crores.

35. With regard to the allegation of selectively awarding tender to an entity like RAXA, in which GMR holds 100% share, DIAL has submitted that in such tenders, multiple parties participated in the bidding process and none of the bidders were related parties except RAXA. DIAL has also submitted that it does not hold any equity stake in RAXA. Under the OMDA, DIAL can undertake these services either by itself or by way of sub-contracting it to third parties in the manner prescribed under the OMDA. Accordingly, even on an *arguendo* basis, there is no restriction under the OMDA for awarding of contracts to 'related parties'/'group companies' so long as the prescriptions under the OMDA are followed. Therefore, the allegation of stifling of competition and exclusion of competitors is thoroughly misplaced given that for all the tenders undertaken by DIAL in 2007, 2014, 2020, 2022 and 2025, a competitive bidding process was followed in full compliance of the OMDA and applicable laws, and contracts were awarded on arms-length basis.

36. Article 8.5.7 (i)(d) of OMDA provides that every contract entered into by DIAL shall be on an arms-length basis and shall contain an express provision allowing the transfer of the rights and obligations of DIAL under such contract to AAI, in the event of termination or expiry of OMDA. Article 8.5.7(i)(d) read with Article 8.5.7(i)(f) contemplates the entering of contracts with group entity of DIAL (related party transactions). For entering into such contracts, AAI checks that (i) DIAL has adopted the procedure set out in Schedule 12 of OMDA which requires engagement of probity auditor to review and monitor the tendering process involving group entities of DIAL; and (ii) the terms of the contract are on arms-length, equitable and are not inconsistent with or contrary to the letter and spirit of OMDA. Further, Article 8.5.7(i)(f) read with Schedule 12 to OMDA, provides for an additional check by AAI while dealing with group entity, *i.e.*, (i) AAI needs to be informed about key terms of the contracts with related party that DIAL is entering into or modifying and to demonstrate that the terms are equitable, on arm's-length basis and are consistent with the letter or spirit of OMDA (ii) AAI to review such contracts and give its comments, if any, (iii) DIAL to address the reasonable concerns of AAI; (iv) DIAL's Board of Directors

are required to approve the related party contract (*DIAL's board includes AAI representation*) on the basis that the contract is no less favourable than what could have been given to non-group entities, and (v) an independent probity auditor is selected by AAI as detailed in Schedule 12 of OMDA who is nominated to review and monitor the process of selection and appointment of the group entity.

37. It is further submitted that AAI checks (including through the report of the independent probity auditor) and once it is satisfied about the compliance by DIAL of such aspects, the matter is placed before the Board of Directors of DIAL for consideration and approval. It is pertinent to note that AAI nominates three Directors on the board of DIAL. Further, under OMDA there are sufficient checks and balances/safeguards in relation to related party transactions. In addition, it is highlighted that DIAL, on periodic basis, submits the details of the executed contracts and shareholding pattern of the counter parties of such contracts to AAI. Therefore, the allegations by the Informant are not only shorn of facts but are also mischievous.

38. With regard to the shareholding pattern of RAXA, DIAL has submitted that RAXA is a public limited company and is a subsidiary of GMR Airports Limited (formerly GMR Airports Infrastructure Limited – '**GAL**').

<u>Analysis by the Commission</u>

39. The Commission has perused the Information and the response filed by DIAL along with the supporting documents furnished by the parties. The Informant has alleged that DIAL has engaged in unfair practices by not adhering to competitive bidding process in awarding tenders, which is alleged to create a monopolistic environment. Besides, the Informant has also alleged that DIAL has abused its dominant position by engaging in anti-competitive practices like leveraging its dominant position in the upstream market to engage in exclusionary practices thereby, restricting the provision of services in the downstream market. It is also contended by the Informant that by restricting or limiting the provision of services in the airport market of Delhi and selectively awarding contracts to new entities under the significant control of GMR, DIAL is trying to oust the Informant and other contractors and is creating a monopolistic environment which enables it to operate on its

terms without being subject to competition, thereby contravening Sections 4(2)(a)(i), 4(2)(b)(i), 4(2)(c) and 4(2)(e) of the Act. The Commission notes that the primary grievance of the Informant appears to emanate from the tendering process followed by DIAL in awarding the tender for providing security services at IGIA to a related entity *i.e.* RAXA, which is a subsidiary of GMR.

40. The Commission notes the submission of DIAL that for providing security services at IGIA, DIAL has undertaken five tenders *i.e.* in 2007, 2014, 2020, 2022 and 2025. However, for the purpose of proviso to Section 19(1) of the Act, the Commission deems it appropriate to examine the tender for providing security services for the year 2025 only, which pertains to provision of security at non-core duty posts within IGIA.

41. With regard to the alleged contravention of Section 4(2)(a)(i) of the Act, the Informant has contended that the unfair practices adopted by DIAL, by not adhering to competitive bidding in awarding tenders, have resulted in the creation of a monopolistic environment, enabling DIAL to operate on terms solely dictated by itself and insulating it from competitive pressure. The Commission notes that the Informant has not furnished any substantive material to demonstrate how DIAL's conduct amounts to imposition of unfair conditions within the meaning of Section 4(2)(a)(i) of the Act. The Commission also notes the submissions made by DIAL in its response dated 27.03.2026, whereby it has submitted that security services at IGIA are classified broadly into two categories:

a. Security for the IGIA and DIAL offices
b. Security at non-core duty posts within the IGIA including at segregation gates, baggage controller *etc*.

42. DIAL has submitted that for all the tenders undertaken by it in 2007, 2014, 2020, 2022 and 2025, a competitive bidding process was followed in full compliance of the OMDA and applicable laws, and the contracts were awarded to RAXA on arms-length basis. A perusal of the documents furnished by DIAL, in support of its submissions shows that in the tenders issued for security services for IGIA and DIAL offices in 2020 and in tender for deployment of PSA for undertaking non-core security functions at IGIA in 2025, multiple bidders participated and all the steps including the publication of tender notice on website and in

newspapers, inviting sealed bids under a single two-bid system, opening of technical bids in the presence of representatives of probity auditor, technical evaluation, opening of financial bids *etc.* were done in accordance with the provisions of OMDA. Therefore, it is noted that RAXA was awarded the tender for providing security services at IGIA in both the categories, as classified above, after adhering to competitive bidding process. Thus, based on the material placed on record by DIAL, the Commission is of the view that the allegations raised regarding contravention of Section 4(2)(a)(i) of the Act are not established.

43. The Commission notes that the allegations under Sections 4(2)(b)(i), 4(2)(c) and 4(2)(e) of the Act appear to emanate from the alleged conduct of DIAL of selectively awarding contracts to its related entities, in which it holds majority stake.

44. In light of the above mentioned allegations, the Commission finds it necessary to peruse relevant provisions of the OMDA. Article 2.1.1 of the OMDA recognizes the exclusive right of DIAL to undertake and perform services and activities constituting aeronautical services and non-aeronautical services at the airport.

45. With regard to the allegation of selectively awarding tender to a related party, the Commission notes the submissions of DIAL stating that RAXA is a Public Limited Company and is a subsidiary of GMR. DIAL has also submitted that it does not hold any equity stake in RAXA. In this regard, the Commission has perused Article 8.5.7 of OMDA. Article 8.5.7(i)(d) read with Article 8.5.7(i)(f) contemplates the entering of contracts with group entity of DIAL (related party transactions). The same is reproduced as under:

> *"The JVC shall prior to entering into or modifying any contract with a Group Entity of the JVC or any of its shareholders (other than AAI), inform AAI about the key terms of such contract and disclose the draft contract to the AAI. In relation to such contracts, AAI shall have the right to object to any key terms that it can reasonably demonstrate are not equitable, are inconsistent with or contrary*

to the letter or spirit of this Agreement or not on arms- length, and the JVC shall address the reasonable concerns of AAI prior to execution of such contracts. The JVC shall further ensure that any contract with a Group Entity of the JVC or any of its shareholders (other than AAI) shall only be entered into after the board of directors of the JVC ("the Board") duly approves such contract itself and the same is not approved by any sub-committee of the Board or by delegation to any person whatsoever. The Board shall have the right to consider and comment on the terms and conditions of such contracts and suggest modifications thereto. The Board shall be entitled to seek a report on the terms of contracts from the Independent Engineer. The Board shall approve any such contract only if it is satisfied that the terms thereof are no less favourable to the JVC than those which could have been obtained from bona fide non-Group Entities/non-shareholders on arms- length commercial basis. The rights and obligations of the Board hereunder shall be incorporated into the Articles of Association of the JVC prior to Effective Date."

46. Similarly, the Commission takes note of Schedule 12 of the OMDA, which states that,

"Where a shareholder of the JVC (or any of its Group Entities) intends to tender for the contract, an independent probity auditor must be appointed to review and monitor the tender to ensure a complete arms-length arrangement. It is clarified that the independent probity auditor shall not be a Group Entity of the JVC or any of its shareholders. JVC shall agree to the appropriate terms of reference and the selection procedure of the independent probity auditor as laid down by AAI."

47. The Commission notes that DIAL has *inter alia*, furnished the report of independent probity auditor dated 01.05.2025 and the resolution dated 22.05.2025 passed by the Board of Directors appointed by AAI. Upon perusal of the minutes of the meeting of Board of Directors, the report of independent probity auditor and the resolution passed by the Board of Directors, the Commission is of the view that the tender was awarded in compliance with the provisions of OMDA and was awarded on arms-length basis. In catena of cases, the Commission has already opined that the procurer must have freedom to exercise its choice

freely in the procurement of goods and services following the law of the land. Therefore, the Commission deems it appropriate not to interfere with the commercial decisions made by the entities in the normal course of business unless the same raise any anti-competitive concern.

48. In view of the above, the Commission is of the view that the allegations pertaining to tendering process followed by OP-3/DIAL for providing security services at IGIA, under Section 4 of the Act, remain unsubstantiated. Therefore, the Commission is of the view that there is no requirement of delineating the relevant market in the present matter.

49. As far as contravention of provision of Section 3 of the Act is concerned, the Commission is of the view that the Informant has placed nothing on record to indicate bid-rigging/collusive bidding, which is the subject matter of Section 3 of the Act. Thus, the question of contravention of Section 3 of the Act does not arise.

50. Having perused the allegations and the relief sought by the Informant, the Commission is of the view that there appears to be nothing on record to establish contravention of provisions of Sections 3 and/or 4 of the Act in the present case. Thus, the Commission directs that the matter be closed forthwith under the provisions of Section 26(2) of the Act. Consequently, no case for grant for interim relief as sought under Section 33 of the Act, arises and the same is also rejected.

51. Before parting with the order, the Commission deems it appropriate to deal with the request of the parties seeking confidentiality over certain documents/information filed by them under Regulation 36 of the Competition Commission of India (General) Regulations, 2024. The Commission notes that during the course of the proceedings, parties had filed their respective submissions in confidential as well as non-confidential version. Certain excerpts from such submissions which have been relied upon by the Commission and used in this order, are not granted confidentiality as the same have been used for the purposes of the Act in terms of provisions contained in Section 57 of the Act. The rest of the documents/information on which confidentiality has been sought by the parties, the same is allowed for a period of three years, subject to Section 57 of the Act.

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

Sd/-
(Ravneet Kaur)
Chairperson

Sd/-
(Sweta Kakkad)
Member

Sd/-
(Deepak Anurag)
Member

New Delhi

Date: 16.07.2026