



COMPETITION COMMISSION OF INDIA

Case No. 22 of 2024

In Re:

InstaAstro Technology Private Limited

Informant

And

Astrotalk Services Private Limited

Opposite Party

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 InstaAstro Technology Private Limited (**‘InstaAstro/Informant’**) under Section 19(1)(a) of the Competition Act, 2002 (**‘Act’**), alleging contravention of the provisions contained in Sections 3 and 4 of the Act, by Astrotalk Services Private Limited (**‘Astrotalk/Opposite Party’**).



Facts and Allegations as per the Information

2. The Informant is stated to be an App-based platform, offering on-demand astrology services through 'InstaAstro', which enables users to schedule sessions with astrologers over chat/call and provide diversified services such as tarot reading, vastu, vedic astrology, match-making, horoscope reading, etc. The Informant has hired various tarot card readers, numerologists, and astrologers from pan India for providing its services. The Informant also offers products such as gem stones, rudraksh, etc., which are recommended on expert advice of consultants.
3. Astrotalk is stated to be an online platform as well as an app-based platform, which under the name 'Astrotalk' offers on-demand astrology services similar to the ones offered by the Informant.
4. The Informant has alleged that Astrotalk has been poaching its consultants and employees by offering them higher remuneration of upto Rs. 5,00,000/- per month. It is alleged that Astrotalk was also poaching consultants of other competitors, in order to drive competition out of the relevant market. It is further alleged that Astrotalk has entered into contract with the consultants in whom the Informant has invested by way of training and advertisements, prohibiting them from contacting the Informant and a few of the consultants were induced to terminate their contractual arrangements with the Informant due to undue influence exercised by Astrotalk, owing to which the Informant had to suffer losses.
5. It is also stated that astrologers and other consultants play a pivotal role in the astrology market, and the Informant heavily invests in the consultants' training in order to upskill them. It is alleged that Astrotalk is attempting to take away the skilled consultants of both the Informant and of the other competitors to drive down their respective businesses. It is stated that the consultants have themselves made several complaints to the Informant about undue pressure and poaching by Astrotalk and that a few consultants poached a year ago, had later rejoined the Informant.



6. The Informant has alleged violation of the provisions of Section 3 and 4 of the Act. It is stated that Astrotalk has been poaching consultants, offering better remuneration to them and spreading false news, purportedly for inducing them to leave competitors' firms and coercing consultants to break their contracts. Astrotalk has also entered into agreements with consultants whereby they are prohibited from contacting their previous employers and/or competitors. Such agreement is in contravention of Section 3(1) of the Act.
7. As regards the allegations under Section 4 of the Act, the Informant avers that considering the fact that both the parties provide a platform wherein the aforesaid astrology related services are hosted and products are sold, the relevant market is the '*sale of astrology related products and services provided by online platform for selling astrology related solutions in India*'. In order to show dominance of Astrotalk in the relevant market so delineated, the Informant has stated that Mr. Puneet Gupta, CEO of Astrotalk, has himself claimed on various social media outlets that the Astrotalk occupies 80% market share in the segment, which makes it the dominant player in the relevant market. It is further averred that by poaching astrology consultants by offering them better remuneration, Astrotalk is reducing competition in the relevant market and therefore its conduct is in contravention of the provisions of Section 4 of the Act.
8. The Informant has prayed to the Commission for the following reliefs:
 - (i) allow the present application in the interest of justice;
 - (ii) declare that Astrotalk is in contravention of Section 3(1) and 4 of the Act, and direct the Astrotalk to refrain from indulging in anti-competitive practices;
 - (iii) impose penalty on Astrotalk for contravention of the provisions of the Act;
 - (iv) grant appropriate compensation to the Informant as well as other players in the market affected by the anti-competitive practices of Astrotalk;
 - (v) grant cost of the present proceedings to the Informant; and
 - (vi) pass any other order as the Commission may deem fit.



9. The Informant has also submitted that the balance of convenience lies in its favour as it is likely to suffer irreparable loss if Astrotalk continues to poach the consultants of the Informant as well as other players. Accordingly, the Informant has sought following interim relief from the Commission under Section 33 of the Act:
- a. direction to Astrotalk to stop poaching consultants associated with the Informant; and
 - b. direction to Astrotalk to refrain from entering into any agreement which adversely affects competition in the relevant market.
 - c. any other relief as the Commission may deem fit.
10. The Commission considered the Information in the ordinary meeting held on 20.11.2024 and decided to pass an appropriate order.
11. At the outset, the Commission notes that the Informant has alleged contravention of the provisions of Sections 3 and 4 of the Act. In relation to the allegations under Section 3 of the Act, the Informant has alleged that Astrotalk is poaching consultants and employees of the Informant by offering them better remuneration. The Commission notes that the Informant is aggrieved by the fact that Astrotalk has entered into contract with the consultants, who have been upskilled by the Informant and that few of the consultants allegedly were induced to terminate their contractual arrangements with the Informant due to undue influence exercised by Astrotalk owing to which the Informant had to suffer losses. As regards this set of allegations, the Commission is of the view that the allegations primarily fall under the purview of contract law. The consultants have freedom to provide their services to any entity as per their discretion and the conduct of moving away from one entity to another (to offer services) in lieu of better remuneration, as such cannot be examined under the realm of the competition law, more specifically, under the provisions of Section 3 of the Act.
12. For the purpose of assessment of the allegations raised under Section 4 of the Act, the Commission notes that the Informant has identified the relevant market as the *'sale of astrology related products and services provided by online platform for selling astrology related*



solutions in India'. However, the Informant has not furnished the details of the market players operating in the relevant market so identified and their respective market shares, if any. In order to show dominance of Astrotalk, the Informant has only contended that Mr. Puneet Gupta, CEO, Astrotalk, has claimed on various media outlets that Astrotalk occupies 80% market share in the segment thereby making it dominant player in the relevant market.

13. Going further, the Commission proceeds to broadly identify the relevant market for assessing the allegations under Section 4 of the Act. The Commission is of the view that an online/app-based platform of astrology, provides several diverse services to its customers such as tarot reading, vastu, vedic astrology, match-making, horoscope reading, numerology, *etc.* The access to all such services may not be available to customers on approaching individual astrologers/consultants. Further, online/app-based astrology services provide ease to potential consumers as they can avail these services from anywhere across India. Thus, the market for online based astrology applications may be differentiated from offline service providers. Accordingly, the relevant product market in the instant case can broadly be identified as the '*provision of astrology related goods and services through online applications*'. The relevant geographic market, in the present case, can be delineated as whole of India since, such apps are accessible to people living in all parts of the country and may also employ consultants/astrologers from anywhere within the country. Therefore, the relevant market, in the present case, may be delineated as the '*provision of astrology related goods and services through online applications in India*'.

14. The Commission notes that the Informant has not provided any data/statistics to show the dominance of Astrotalk in the relevant market identified by it. However as per the information available in public domain, it appears that there exists well entrenched competition in the form of several astrology online applications/platforms available in India in the delineated market, such as Daily horoscope, Astrosage, Astroyogi, Guruji, Clickastro Astrology, Mpanchang, Astroved, Ganeshaspeaks, Starstell, Monkvyasa, Astro-vision, I Horoscope, *etc.* Therefore, there appears to be enough competitive constraints for Astrotalk to operate in the market.



Further, the Commission notes that the Informant has based dominance of Astrotalk only on the media statements of its CEO claiming to occupy 80% of the market. The Commission is of the view that dominance of any entity cannot be solely established on the basis of such media statements which are, more often than not, made to project a better standing of the entity in the market. Accordingly, the dominance of Astrotalk, in the facts and circumstances of the instant case, is not established in the delineated relevant market. Accordingly, there arises no case for assessing the alleged abuse of dominant position by Astrotalk.

15. In view of the foregoing, the Commission is of the view that there exists no *prima facie* case of contravention of the provisions of Section 3 and/or 4 of the Act against Astrotalk and therefore, the matter be closed forthwith under 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 same is also rejected.
16. The Commission while holding the above has expressed nothing on the merits of the legal rights and remedies available to the Informant.
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

Date: 11.12.2024

Place: New Delhi