



**The Trade Competition Commission Ruling  
on the Damage from Interference with the Opening Bid Price in Auction**

*between* { Mr. A Claimant  
B Plc. Alleged

**The Complaint**

The Claimant sent an e-mail dated 30<sup>th</sup> October 2019 to the Secretary- General of the Trade Competition Commission complaining the following in brief. The Claimant was a contracting party to a lease-to-own agreement for a motor vehicle bearing xxxx Bangkok registration plate with the Alleged. Subsequently, the Claimant experienced some economic difficulties and was unable to perform to the terms of the contract and returned the vehicle to the Alleged. Later in late 2019, the Alleged consigned the vehicle for an auction at the Big C Department Store in Rayong. Before the auction commenced, the Claimant received an invitation to the auction stating the opening bid price at 230,000 Thai Baht from C Co., Ltd. However, when the auction has started, the opening bid price was changed to 184,000 Thai Baht whereby the Claimant could not exercise his right to dispute that price. Thus, the Claimant believed that the Alleged's staff who situated with the auctioneer has interfered with the opening bid price, causing damage to the Claimant. And it is believed that the Alleged's management had intentionally instructed such interference to cause damage to the Claimant. Therefore, the Claimant requested the Office of the Trade Competition Commission to investigate and punish the Alleged and its accomplices for the actions that had caused the Claimant to lose the benefits he would have gained from a fair auction.

**Facts**

The facts, by the Fact-Finding Division, have been established that the Claimant was a contracting party to a lease-to-own agreement of an automobile bearing with the

registration xxxx Bangkok with the Alleged by the transfer of agreement from the previous lessee. But the Claimant, subsequently, was unable to fulfill the contract, so he returned the car to the Alleged at its Phuket branch. The Claimant had incessantly requested, in writing, to the Alleged at its Phuket branch to expedite the re-sale process of the vehicle but the Alleged did not respond. In addition to that, the Claimant filed a complaint to the Damrongtham Center, Phuket Office, asking the Center to help press the Alleged on the re-sale process. Later, the Claimant was informed by the Alleged that the car would be sold by auction at the Big C Department Store, Rayong, in late 2019. The market price was appraised at 240,000.00 Thai Baht. On the day of auction, the Claimant received an invitation to the auction for the vehicle with the opening bid price of 230,000.00 Thai Baht from C Co., Ltd. who was the auctioneer. However, when the auction commenced, the Claimant was notified that the opening bid price was changed to 184,000.00 Thai Baht whereas the Claimant was unable to dispute the lowered opening bid price.

The Alleged was a public limited company operated as a commercial bank with the purpose of lending money, accepting deposits, and granting loans.

### **Issues for Consideration**

This case requires a ruling whether the fact that the Alleged had lowered the opening bid price without allowing the Claimant to dispute such price constitutes an offense under the Trade Competition Act B.E. 2560 (2017).

### **Decisions**

The Trade Competition Commission has concluded that this case concerns an auction with an opening bid price which was unacceptable to the Claimant. Thus, the affected party would need to take a civil action. Hence, this action did not violate the Trade Competition Act B.E. 2560 (2017).

### **Resolution of the Trade Competition Commission**

The Trade Competition Commission reached a unanimous decision that the conduct did not constitute an offense under the Trade Competition Act B.E. 2560 (2017) and to terminate the proceedings.

Trade Competition Commission

21<sup>st</sup> November 2019