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# Competition Law NEWSLETTER

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## Competition Commission of India ("CCI") dismissed the information alleging anti-competitive conduct in institutional furniture procurement (Godrej & Boyce Mfg. Co. Ltd.)

An information was filed before the Competition Commission of India ("CCI") under Section 19(1)(a) of the Competition Act, 2002 ("Act") against Godrej & Boyce Mfg. Co. Ltd. and several public procuring entities. The Informants alleged that the tender specifications, technical drawings, and photographs used in public procurement for institutional furniture had been tailored to mirror Godrej's proprietary product catalogue. An information was filed before the Competition Commission of India ("CCI") under Section 19(1)(a) of the Competition Act, 2002 ("Act") against Godrej & Boyce Mfg. Co. Ltd. and several public procuring entities. The Informants alleged that the tender specifications, technical drawings, and photographs used in public procurement for .

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for institutional furniture had been tailored to mirror Godrej's proprietary product catalogue. According to the Informants, this practice foreclosed competition, denied market access to competing manufacturers, and amounted to violations of Sections 3 and 4 of the Act. The CCI defined the relevant market as the "market for the supply of institutional furniture in India" and noted that it comprised several well-established players, with Godrej Interio holding an estimated market share of only 15%. In view of this, the CCI concluded that Godrej Interio did not appear to hold a dominant position in the relevant market, and therefore, the allegations of abuse of dominance were not sustainable. With respect Section 3 of the Act, the CCI found no evidence of any agreement, collusion, or concerted practice between Godrej and the procuring entities, or among the builders. The CCI observed that the formulation of tender specifications is primarily the responsibility of the procuring entities. It further held that a high rate of success in tenders or similarities between tender specifications and a manufacturer's products, without supporting evidence, cannot by themselves establish bid-rigging or any other anti-competitive arrangement. The CCI also noted inconsistencies in the statistical analysis relied upon by the Informants, which further weakened their allegations. The CCI held that no prima facie case of contravention of Sections 3 or 4 of the Act had been made out and closed the matter under Section 26(2) of the Act. Consequently, the application seeking interim relief under Section 33 of the Act was also rejected.

## CCI closed proceedings against Chemists' Associations and Pharmaceutical companies:

Considering the Director General's Investigation Report and the other evidence available on the said practices, the CCI decided that, in large part, the practices complained of had been discontinued in the previous years following compliance and ceasing of the Memorandum of Understanding in 2011. The CCI found no evidence of any remaining requirement by way of a NOC/LOC or PIS, and no evidence of any illegal/resistive boycott or anti-competitive practices existed. The CCI commented that many pharmaceutical companies appointed stockists without NOC and claimed that the companies appeared to be under pressure by the trade associations, and not participants of any anti-competitive agreements. On that account, the CCI decided that the Opponents had not violated Section 3 of the Act and closed the proceedings owing to no violation under Section 48 of the Act against the individuals.

## CCI closes information against Advance India Projects Limited alleging abuse of dominance in commercial real estate:

The Complainants were buyers of commercial units in some Advance India Projects Limited ("AIPL")'s projects in Gurugram and alleged that AIPL imposed one-sided buyer-builder agreements, and exerted control over leasing, selection of tenants, determination of rents and the security deposits, and that AIPL suppressed rental values and delayed the payment of rents and the security deposit, thereby abusing its dominant market position in the organized commercial real estate market of Gurugram. The CCI noted that the complaints under Section 3 of the Act did not provide any evidence of an anti-competitive agreement involving AIPL and any of its competitors or suppliers. While defining the relevant market as the "organized commercial real estate market in Gurugram," the CCI pointed out that AIPL operated only seven projects in Gurugram and that the market was open and that many well-known real estate developers like Signature, DLF, Emaar, Vatika, Godrej and Adani developed competing projects. Thus, the CCI stated that AIPL did not prima facie hold a dominant position in the relevant market. The CCI also stated that the complaints of the Informants with regard to possession of units, builder-buyer agreements and the delayed payment of remittances of rent and security deposits were matters that were already pending adjudication in the Consumer Commission, RERA and other appropriate forums, and were primarily contractual matters and not matters related to competition. The CCI concluded that there was no prima facie case contravening Section 3 or 4 of the Act, against AIPL, and, therefore, closed the case under Section 26(2) of the Act. The plea for interim relief under Section 33 of the Act was also rejected.

## CCI holds Odisha Truck Associations guilty of cartelization and restricting market access:

The CCI concluded that four truck associations operating in mining areas of Odisha (Bhadrasahi/Guali Truck Association, Bonai Truck and Tipper Owners' Association, Keonjhar District Truck Owners' Association, and Joda Truck Owners' Association) violated Sections 3 (1), 3(3)(a) and 3(3)(b) of the Act. The Indian Steel Association had alleged that the associations, in unison, set freight rates for the transportation of mineral-carrying goods above the State Transport Authority's maximum freight, made it difficult for independ

-t transporters to operate in the mining areas unless they were association members, and limited the use of larger-capacity vehicles, which, in turn, increased the logistical costs of steel producers. The CCI concluded that, in relation to the various associations, including the freight rate charts, various resolutions and circulars, and statements made by the association office bearers, there was sufficient evidence that the associations decided the freight rates for the associations and transporters, and that they set and changed these rates on a regular basis, and that they made these decisions in a coordinated manner. The CCI also concluded that the transporters' associations' requirements for registration and the exclusion of transporters set forth in the Associations' transport service policies effectively limited competition. However, the CCI also concluded that there was no adequate evidence to support that the associations collectively restricted the use of higher-capacity trucks. The CCI decided that the associations breached the law by entering agreements involving price fixing and restricting market access by entering into these anti-competitive agreements. This constitutes a breach of Sections 3(1), 3(3)(a) and 3(3)(b) of the Act. The CCI ordered the associations to stop and not to repeat the behavior, and the office bearers responsible were held liable under Section 48 of the Act. A decision regarding the imposition of a fine was deferred until the associations and their office bearers provided the required financial information.

## CCI closes information against Chandigarh Airport taxi operator alleging abuse of dominance:

CCI dismissed the reported complaint against Nanuan Travels and Shaheed Bhagat Singh Singh International Airport, Chandigarh, for breaching Section 3 and 4 of the Act. The complainant, a solo taxi driver, claimed that Nanuan Travels, as the licensed taxi operator of the airport, abused their position by preventing solo and other independent taxi drivers from reaching the airport's arrival gate, charged unaffordable/ exorbitant taxi fares, disrupted the arrangements of bookings through mobile apps, and used hostile means of intimidation and threats to other taxi drivers, thus controlling and monopolizing the supply of taxi services at the airport. The CCI noted that Nanuan Travels had been granted a license through a competitive bidding process and that the licensing agreement did not award Nanuan Travels any right of exclusivity to operate at the airport. The CCI further noted that travelers still had the option to use the services of taxi app aggregators, booking of taxis and other transport means, hence there was no market foreclosure or monopolistic situation.The CCI found that there was no anti-competitive agreement under Section 3 of the Act and further held that the complaints regarding threats, intimidation and assaults were of criminal nature and therefore were outside the purview of the Act. Accordingly, the CCI ruled that there was no prima facie case of breach of Sections 3 or 4 of the Act against the Opponents. The information was closed under Section 26(2) of the Act. The plea for interim measures under Section 33 of the Act was also dismissed.

## CCI closes information against InVideo AI alleging abuse of dominance:

Whitesheep Technology Pvt. Ltd. is the developer of the AI-enhanced video generation platform "InVideo AI". The Informant, a subscriber of the service, reported that InVideo AI, with remaining AI minutes, terminated the subscriber's membership without adequate reimbursement for a defect in the service's translation tool. The Informant also claimed that InVideo responded to constructive criticism slowly. The Informant alleged that InVideo AI imposed unfair and discriminatory conditions, constrained the provision of services, and blocked entry to the market for AI-enabled, cloud based video services in India in the remedial translation and editing services. The CCI noted that the complaint mainly outlined issues between a consumer and a service which resulted in termination of a subscription, AI minutes not being credited, and failure to service the subscriber. While the CCI acknowledged the validity of the subscriber's claims, they did not present a potential infringement of the Act concerning competition, and the subscriber's claims were more suitably brought to the consumer and/or other appropriate forums. Thus, the CCI stated that there was no evidence that Whitesheep Technology Pvt. Ltd. violated Section 4 of the Act. The CCI, per Section 26(2) of the Act, closed the matter.

## CCI orders DG investigation into alleged anti-competitive practices by Mrs. India Inc:

CCI passed an order under Section 26(1) of the Act directing the Director General to investigate allegations against Mrs. India Inc., a beauty pageant organizer for married women, for alleged contraventions of Sections 3 and 4 of the Act. The Informant, a runner-up in the 2024 edition of the pageant, alleged that the Opposite Party abused its dominant position by imposing one-sided and restrictive contractual terms, including a five-year non-compete obligation, exclusive control over participants' professional engagements,, mandatory contributions to specified social causes, and restrictions on participating in or promoting competing beauty pageants. It was further alleged that the Opposite Party leveraged its exclusive licenses to major international beauty pageants to impose such conditions on participants. The CCI observed that the relevant market could prima facie be delineated as the "market for services of beauty pageants for married women in India for sending its winners to major international beauty pageants" and noted that Mrs. India Inc. appeared to enjoy a dominant position owing to its exclusive rights to send Indian representatives to several leading international "Mrs." beauty pageants. The CCI further found that several clauses contained in the participants' and winners' agreements appeared to be exploitative, limited participants' ability to provide their services independently, imposed supplementary obligations unrelated to the subject matter of the contract, and could also amount to exclusive dealing and tie-in arrangements under Section 3(4) of the Act. However, the CCI found no prima facie evidence to support the Informant's allegation of cartelization between the Opposite Party and international pageant organizers. Accordingly, the CCI held that a prima facie case of contravention of Sections 3(4)(a), 3(4)(b), 4(2)(a)(i), 4(2)(b)(i) and 4(2)(d) of the Act was made out and directed the DG to conduct a detailed investigation into the matter under Section 26(1) of the Act.

## CCI approaches Supreme Court in Grasim case:

The CCI has appealed to Supreme Court against the National Company Law Appellate Tribunal's order that set aside the Rs 300 crore penalty impost on Grasim Industries. The penalty imposed was subject to findings of monopolistic behaviour in the viscose staple fibre market, where Grasim was selling viscose staple fibre at lower rates to international customers while selling the same product at much higher prices to its domestic customers.

# Combination Orders:

- CCI approved the proposed combination involving the acquisition of 100% shareholding in Royal Challengers Sports Private Limited by a consortium comprising Big Banyan Holdings, Bolt IPL Holdings, Times Internet, Times Cricket, ICQ Opportunities, Asia Investment Topco II and other investors.

- CCI approved the proposed combination involving the acquisition of shareholding in seven Special Purpose Vehicles (SPVs) by Anantam Highways Trust (InvIT), along with the issuance of units of the InvIT to Build India Infrastructure Fund (BIIF), Dilip Buildcon Limited (DBL) and DBL Infraventures Pvt. Ltd. (DIPL).

- CCI approved the proposed acquisition of a 21% voting interest in Astemo, Ltd. by Honda Motor Co., Ltd.

- CCI approved the proposed combination involving the acquisition of PGIM India Asset Management Pvt. Ltd. and PGIM India Trustees Pvt. Ltd. by TVS Emerald Ltd. and TVS Venu Management and Consultancy Services Pvt. Ltd.

- CCI approved the proposed combination involving, inter alia, the subscription to certain compulsorily convertible preference shares (CCPS) and acquisition of certain equity share capital of Romsons Group Pvt. Ltd. by Jongsong Investments Pte. Ltd.

- CCI approved the proposed transaction involving the acquisition of certain equity shareholding in KrazyBee Services Limited and Finnovation Tech Solutions Private Limited by Mars Equity Dragon Fund VCC.

- CCI approved the proposed acquisition of certain equity shareholding in Nippon Life India AIF Management Limited by DWS Group GmbH & Co. KGaA.

- CCI approved the proposed transaction involving the acquisition by way of primary subscription of equity shares of Nxtra Data Limited by Alpha Wave Ventures II, LP.

- CCI approved the proposed subscription to certain equity shares of Axis Finance Limited by Kedaara Pearl Holding and Kedaara Capital Fund IV AIF.

- CCI approved the proposed acquisition of certain equity shareholding in Shriram Life Insurance Company Limited by Sanlam Emerging Markets (Mauritius) Ltd.

- CCI approved the proposed acquisition of 29.06% of the issued and outstanding share capital of PUMA SE (PUMA) by way of a secondary share purchase by Ancat Holding GmbH.

- CCI approved the proposed acquisition of Macquarie AirFinance Limited by Dubai Aerospace Enterprise (DAE) Ltd. through DAE Eirecam Designated Activity Company.

- CCI approved the proposed combination relating to the restructuring of UPL group companies involving multiple intra-group transactions.

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