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Competition Commission of India ("CCI") dismissed the case filed against Hensel Electric India Private Limited under provisions of Section 3 and 4 of the Act:

Ms. Meher Mansi Tatineni filed Information under Section 19(1)(a) of the Competition Act, 2002 ('Act') against Hensel Electric India Private Limited, alleging contravention of Sections 3 and 4 of the Act. The Informant had entered into a Distribution Agreement dated January 1, 2025 with Hensel Electric for distribution of industrial grade cable junction boxes and alleged that Clauses 7.1 and 7.4 of the Agreement contravened Section 3(4)(e) of the Act, particularly because Clause 7.1, while ostensibly allowing the distributor to set prices, permitted Hensel Electric to control margins through discount regulation. The CCI noted that the restriction related only to prohibiting sales above MRP, with the Informant remaining free to set its own resale price and terms, and that exclusive dealership restrictions on competing brands or territory-specific selling rights were common contractual features.

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Separately, it was alleged that in a transaction with M/s Sri Shiva Parvathi Projects and Constructions, Hensel Electric bypassed the Informant by offering a 48% discount on the list price (against the Informant's 38% discount), constituting predatory pricing in violation of

Section 4 of the Act. The CCI found that the Agreement permitted the manufacturer to sell directly to consumers in certain market conditions and held that no prima facie case of contravention of Sections 3 or 4 of the Act was made out against Hensel Electric.



CCI dismissed the case filed against Maharashtra Public Works Department and Techfab India Infrastructure LLP under provisions of Section 3 and 4 of the Act:

Mrs. Rashi Anand Suri filed Information under Section 19(1)(a) of the Act against Maharashtra Public Works Department ('OP-1') and Techfab India Infrastructure LLP ('OP-2'), alleging contravention of Sections 3 and 4 of the Act. The Informant contended that brand-specific tender requirements enabled Techfab India to qualify exclusively, effectively creating a monopoly and automatically disqualifying all other manufacturers at the eligibility stage, even

those offering technically equivalent or superior products. The CCI noted that while bid rigging was alleged, no specific tender was identified in which bids were invited, evaluated, or awarded, and no material was placed on record demonstrating any agreement, arrangement, or concerted practice between OP-1 and OP-2 or amongst bidders inter se. Accordingly, the CCI closed the matter, finding no prima facie case of contravention of Sections 3 or 4 of the Act.



CCI disposed of the interim application filed against Mrs India Inc.

CCI had earlier ordered an investigation by the Director General in the information filed by Smt. Rinima Borah Agarwal against Mrs. India Inc., a sole proprietorship run by Smt. Mohini

Sharma, alleging contravention of Sections 3 and 4 of the Act. The Informant had filed an interlocutory application which sought a stay on enforcement of various clauses in the

"Participants" and "Winners" Terms and Conditions, and an order restraining Mrs. India Inc. from discouraging the informant from joining other competitions. CCI held that the the reliefs sought were in substance final reliefs that

would pre-judge the pending investigation, and, applying the SAIL precedent, rejected the interim relief application, disposing of the interlocutory application while clarifying that its observations do not affect the merits of the ongoing investigation.



CCI found Agro Input Dealers Association, Agro Input Welfare Association and its office bearers liable under the provisions of the Act:

Ulink Agritech Private Limited, an agri-tech platform, alleged that the Agro Input Dealers Association, Agro Input Welfare Association, and their office bearers Mr. Manmohan C. Kalantri and Mr. Arvindbhai Jerambhai Patel to be in violation of Section 3(3)(b) of the Act. It was alleged that these associations orchestrated a boycott campaign, including a coercive letter dated August 5, 2022 pressuring dealers and manufacturers to stop

selling agri-inputs through Informant's online platform. The CCI found the opposite parties liable for contravening Section 3(3)(b) read with Section 3(1) of the Act, ordered them to cease and desist, and imposed penalties at 5% of average income, ranging from roughly INR 8,622 to INR 4,98,903 across the parties, plus a requirement to conduct competition compliance training.



CCI passed an order in the reference filed by State of Haryana against J.K.Tyre and Industries Ltd, CEAT, Rekha Agencies and S S Marketing

The State of Haryana (through its Director, State Transport) filed a reference alleging cartelization/bid-rigging under Section 3 of the Act against J.K. Tyre (OP-1), CEAT (OP-2), and other major tyre manufacturers (OP-3 to OP-8), plus dealer representatives Rekha Agencies (OP-9) and SS Marketing (OP-10). The Director

General submitted a report with the findings with respect to OP-1, OP-2, OP-9 and OP-10. With regards to OP-3 to OP-8, the DG did not find sufficient evidence to suggest that they engaged in cartelization or collusive practices in tenders examined during investigation. The core allegations were that OP-1 repeatedly

emerged as the sole bidder in state transport tenders while charging significantly higher prices (34-39% increases) than justified by raw material cost increases, and that it refused to reduce prices when asked. After extensive investigation, the CCI found no contravention by the major manufacturers OP-1 and OP-2 for lack of evidence of collusion between them, but found that dealer representatives OP-9 (Rekha

Agencies) and OP-10 (SS Marketing) had engaged in bid rigging in violation of Section 3(3)(d) by exchanging competitors' bid prices before a Himachal Pradesh tender, imposing modest penalties on OP-9, OP-10 and OP-9's Managing Director (INR1,29,901, INR2,13,274, and INR6,40,240 respectively based on average turnover/income), while proceedings against a deceased individual being OP-10 were abated.



CCI closed matter filed against Mercedes-Benz with regards to tie in arrangement and in view of a resolution between the parties:

In the information filed by Mr. Rushab Aggarwal, he alleged that Mercedes-Benz Financial Services (OP-1), Mercedes-Benz India (OP-2) and dealer Global Star Auto LLP (OP-3) violated Sections 3 and 4 of the Act by coercing him, after he booked a INR 1.4 crore vehicle, into accepting financing and insurance from the Opposite Parties on unfavorable terms under threat of delivery delay. The Informant characterized this as an unlawful tying arrange-

ment and abuse of dominance under Sections 3(4) and 4(2) of the Act. The CCI found no evidence of a tie-in arrangement or market dominance, concluding the matter was essentially an individual commercial transaction rather than an anti-competitive arrangement, and closed the information under Section 26(2) with no prima facie case established, particularly noting that OP-1 and OP-2 had informed the Commission the matter had since been resolved.



CCI found no prima facie evidence in the matter filed against MeitY and others:

Advocate Ramkishan Saraswat, in the information filed, alleged that MeitY (OP-1), the Controller of Certifying Authorities (CCA, OP-2) and Precision Biometric India Pvt. Ltd. (OP-3) violated Sections 3(4) and 4 of the Act, by way of a CCA advisory mandating migration from the FIPS 140-2 to FIPS 140-3 standard for USB cryptographic tokens by September 21, 2026, allegedly tailored to benefit OP-3's product line exclusively. The Informant claimed this created an insurmountable regulatory barrier giving OP-

3 a 100% market share and constituted abuse of dominance and an anti-competitive vertical arrangement. The CCI held that OP-2's standard-setting was a valid exercise of its statutory regulatory mandate under the IT Act and not amenable to scrutiny under the Act, and that no evidence of any agreement between OP-2 and OP-3 was provided, finding no prima facie case under Sections 3(4) or 4 and closing the matter under Section 26(2), including rejecting the interim relief sought.



CCI directs cease and desist actions by Trustees' Association and others in violation of the provisions of the Act:

Muthoot Finance Limited alleged that the Trustees' Association of India (OP-1/TAI), IDBI Trusteeship Services (OP-2), Axis Trustee Services (OP-3), and SBI CAP Trustee Company (OP-4) violated Sections 3 and 4 of the Act by collectively fixing a steep, uniform "Benchmark Pricing" fee structure for debenture trusteeship services that OP-2 (its own debenture trustee) then imposed on it. The Informant alleged this pricing cartel and threatened repercussions for deviation amounted to anti-competitive agreement under Section 3(3) of the Act and abuse of dominant position under Section 4(2) of the Act. Following a lengthy investigation (including a

jurisdictional dispute with SEBI and Bombay High Court litigation), the CCI found OP-1 through OP-4 and several named individuals liable under Sections 3(3)(a) and 3(3)(b) read with Section 3(1) of the Act for fixing benchmark trusteeship pricing during FY 2020-21 and 2021-22, ordered them (with the successor "new TAI") to cease and desist, but imposed no monetary penalty in light of mitigating factors including OP-1 having no income during the contravention period and several Opposite Parties having charged fees below the benchmark in many instances, while warning that recurrence would be treated as an aggravated repeat violation.

Combination Orders

- CCI approved the proposed combination inter alia involving share acquisition(s) and merger of certain entities into InterGlobe Hotels Private Limited. The proposed combination envisages the related transactions and merger of AAPC India Hotel Management Private Limited (AAPC India), Caddie Hotels Private Limited (Caddie), Triguna Hospitality Ventures (India) Private Limited (Triguna), and others viz. Srilanand Mansions Private Limited (SMPL), Techpark Hotels Private Limited (Techpark) and Accent Hotels Private Limited (Accent), with and into InterGlobe Hotels Private Limited (IGH).
- CCI approved acquisition of 23% equity shareholding of TM International Logistics Ltd. by Tata Steel Ltd. The proposed combination pertains to the acquisition by Tata Steel Ltd. (Tata Steel) of the entire shareholding comprising 23% equity shares held by one of the existing joint venture partners, i.e., IQ Martrade Holding Und Management GmbH (IQ Martrade) in TM International Logistics Limited (TMILL), and the consequent exit of IQ Martrade from TMILL. Post consummation of the proposed combination, IQ Martrade shall cease to be a shareholder of TMILL, and Tata Steel and NYK (Europe) B.V. (NYK Europe) shall hold 74% and 26% equity shareholding in TMILL, respectively.
- CCI approved acquisition of Aseem Infrastructure Finance Limited by TPG Nicobar SG Pte. Ltd. and related transactions. The proposed combination includes: (a) acquisition of 100% share capital of Aseem Infrastructure Finance Limited (Aseem) by TPG Nicobar SG Pte. Ltd. (Nicobar) (Nicobar Acquisition of Aseem) and the subsequent acquisition of 5% share capital of Aseem by ICICI Bank Limited (ICICI) from Nicobar (ICICI Acquisition) (collectively referred to as “Aseem Acquisition”). The Nicobar Acquisition of Aseem will be funded by TPG Rise Climate GSI SF Pte. Ltd. (TPG Rise) and Clydo Investments Pte. Ltd. (Clydo); (b) sale of Aseem’s entire shareholding in NIIF Infrastructure Finance Limited (IFL), representing 30.83% of the share capital of IFL to National Investment and Infrastructure Fund II, acting through its investment manager National Investment and Infrastructure Fund Limited (NIIF II) (IFL Divestment); and (c) pursuant to the closing of the Aseem Acquisition, Nicobar intends to merge Climate Finance India Private Limited (CFIPL) (a subsidiary of Nicobar) into Aseem, with Aseem being the surviving entity (CFIPL-Aseem Merger).

- CCI approved the acquisition of 100% of the share capital of Tao Digital Solutions Inc. by Cyient Limited.
- CCI approved acquisition of 100% of equity interest and warrants in Kestrel Coal Group Pty Ltd. by Yancoal Australia Limited from EMR Capital Advisors Pty Ltd., Kestrel Coal (EMR) Limited, EMR Capital Management Limited, and Adaro Capital Limited.
- CCI approved acquisition of additional shareholding of Acko Technology & Services Private Limited by General Atlantic Singapore ACK Pte. Ltd. on a fully diluted basis, crossing the threshold of 25%, pursuant to the Target's Rights Issue.
- CCI approved acquisition of up to 100% equity shareholding of Apollo Fertility Centre Pvt. Ltd (AFCPL) and Apollo Specialty Hospitals Pvt. Ltd. (ASHPL) by Kids Clinic India Ltd. (KCIL) and related transactions. The proposed combination involves (a) acquisition of up to 100% equity shareholding of AFCPL, and 100% equity shareholding of ASHPL by KCIL (Proposed Apollo Acquisition); (b) issuance of equity shares and optionally convertible debentures, representing 9.9% shareholding in KCIL (on a fully diluted basis) to Apollo Health and Lifestyle Limited (AHLL) in part consideration for the Proposed Apollo Acquisition (Proposed KCIL Acquisition); and (c) issuance of certain equity shareholding in KCIL to Arvon Investments Pte. Ltd. (Arvon) (Proposed KCIL Investment)
- CCI approved acquisition of certain equity shareholding in Bharti Life Insurance Company Limited by Prudential Corporation Holdings Limited



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