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A STUDY: THE OVERVIEW OF INDIA'S COMPETITION LAW FRAMEWORK

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Abstract: *This study delves into the expansion and framework of India's Competition Law (CL), with a primary focus on the Competition Act, 2002, and the pivotal role of the "Competition Commission of India (CCI)" in fostering fair market competition. Consumers should be guaranteed the bottom feasible prices for the utmost quality goods & services through competition legislation. By controlling market forces, CL aims to guarantee that buyers can choose from a variability of products and facilities offered at fair prices. This study intends to synthesize information from these secondary sources by means of content analysis, comparative evaluation, and legal analysis; the goal is to offer thorough a picture of India's present CL. Relying on pre-existing data and possible biases in sources are limitations that the study recognizes. The overarching goal of the study is to shed light on the current state and potential future developments of India's framework for CL as it pertains to protecting consumers' rights in the marketplace.*

Keywords: *Competition Law, India, anti-competitive, market*

1. Introduction

India's Competition Law (CL) framework is primarily governed by the Competition Act, 2002, which seeks to safeguard consumer interests while fostering and maintaining market competition. This law superseded its predecessor "Monopolies and Restrictive Trade Practices (MRTP) Act, 1969", addressing its inadequacies and adapting to the evolving economic landscape post-liberalization in 1991. It makes sure you never get complacent, or you risk being taken over. Schumpeterian forces of creative destruction apply to competition in a dynamic environment. This requires an industry that is malleable, with the ability to reorganize & adjust quickly to new conditions[1]. If this happens, and if resources like labor and capital are to move to more productive. The convenience of use premise necessitates significantly faster insolvency procedures than are currently in existence[2].

Market competition, economic efficiency, and consumer welfare are the goals of CL, which is a protection word for a set of regulations enacted to that end. Businesses are subject to regulations under CL when their actions distort or misuse market power[3]. Rodger and MacCulloh point out that CL concerns intervention in the marketplace when there is some problem with the competition process and/or when there is market failure[4]. In *Haridas Exports*[5], The regulation of competition in a specific market within a country's territory is the focus of CL, as noted by the Supreme Court.

One way of looking at modern CL is as a basic set of rules that try to ensure that markets work as intended. Its purpose is to prevent firms, either singly or in concert, from abusing their position of market power in order to ensure that markets can function freely[6]. Thus, the

[1] Schumpeter J.A., *Capitalism, socialism and democracy*, Harper & Brothers,1942
[2] Report of High-Level Committee on Competition Policy and Law, para 2.9.2
[3]Fox, Eleanor M, *Competition Law International Economic Law*, Oxford University Press, 2002 pp. 340-383
[4]Rodger, Barry and Angus MacCulloh, *Competition Law in the EC and UK,* Cavendish Publishing, London, (2004).
[5] *Haridas Exports* v. *All India Float Glass Manufacturers Association AIR 2002 SC 2728*
[6] Scherer and Ross, "Industrial Market Structure and Economic Performance" quoted in Anant, TC: "Competition Advocacy", Presentation at the Competition Advocacy Seminar for Professional Bodies, 2nd March 2005 (1990) available at http://competition-commission-india.nic.in last visited on January 3 2018

fundamental argument in favor of CL is that monopolies rob society of the social benefits that competition creates, and that governmental regulations can mitigate or even eradicate this harm. When a society implements a reliable system of regulation, its overall well-being will improve[7]. In India, Competition in its earlier form was inspired by the far-reaching constitutional values than by industrial or economic developmental challenges. The MRTP Act, 1969, gave effect to the expression 'socialist' used in the preamble and Articles 38 and39 of the Constitution of India. The Supreme Court in "*D.S Nakara* v. *Union of India"*[8] observed that the principal object of socialist states is to wipe out the inequality in economic conditions, status and standard of life. In a democratic welfare economy, the role of the state is never overlooked.

2. Historical overview

An excellent illustration of the adage that "good intentions pave the way to hell" is the background of the Competition Act, 2002. The Act may have been slow in coming compared to other nations' laws, but it failed miserably in addressing the fundamental concerns it set out to address. A modern, statutory competition regime emerged in India only after the globalization liberalization and privatization era in early 90's[9]. This paradigm shifts in the Indian economy and changing scenario of world trade lead to formation of Raghavan committee[10], which ultimately laid down clear path for the statutory competition regime. Its aim was to preserve fair competition in the market, mainly by preventing mergers, agreements, abuses of market dominance, or other practices designed to reduce or destroy competition. It was implemented at a time when many large multinational corporations had moved their headquarters to India to take advantage of the countries newly liberalized economic policy. The Act was signed into law by the President of India on January 13, 2003. Provisions of the Act were first announced on March 31, 2003, with subsequent announcements covering the remaining parts of the Act. Most of the sections were brought into force through notifications in the gazette , but key sections relating to prohibition of anti-competitive agreements (section3), abuse of dominant position (section 4), combination (section 5) and regulation of combination (section 6) were not[11]., The regulations regarding anti-competitive practices & abuse of dominance become operational on May 20, 2009. The preamble of the Competition Act, 2002 states "*an Act to provide, keeping in view of the economic development of the country for the establishment of a commission to prevent practices having adverse effect on competition, to promote and sustain competition in markets, to protect the interest of consumers and to ensure freedom of trade carried on by other participants in markets, in India and for matters connected therewith or incidental thereto*".

3. Objectives

- To explore the development and framework of India's competition law, focusing on the Competition Act, 2002, and the role of the CCI.
- To assess the impact of India's competition law enforcement in curbing anti-competitive practices and promoting fair market competition.
- To analyze the core provisions of India's competition law and the challenges in its implementation amidst a dynamic economic environment.

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[7] Agnew, J.H,*Competition Law*, Allen and Unwin, London, 1985 at p. 1

[8] AIR 1983 SC 183

[9] The world economy has been experiencing a progressive international economic integration for the last half a century. There has been a marked acceleration in this process of globalisation and also liberalisation during the last three decades. Para3.1.1,Report of High-Level Committee on Competition Policy and Law

[10] Supra note 79,

[11] Ramappa. T, *Competition Law in India- Policy ,Issues and Development*, oxford University press, 2nd edition

4. Research methodology

The study on India's CL Framework uses secondary research methodology, including reviewing legislative and regulatory documents, academic journals, government publications, legal databases, and research reports. The data analysis includes content analysis, comparative analysis, and case law analysis. Limitations include reliance on existing data and potential bias in sources. The research aims to synthesize information from secondary sources to provide a comprehensive overview of India's CL framework, its effectiveness, and ongoing challenges. This methodology ensures a thorough inspection of India's CL based on existing literature, legal texts, and case law.

5. Indian perspective

The Competition Act, 2002, sets multiple goals instead for focusing on one. Given the state of economic scenario the nation was subjected to it would not have been wise to blindly follow the regime of developed counties as they were in the different zone of development.
The preamble of the Act broadly recognizes the four-core focal engagements;

- To discourage anti-competitive practices
- Promoting healthy market competition
- Consumer welfare
- To ensure freedom of trade vis-à-vis the competitors in the Indian market.

A bare understanding of these focal points which are now well recognized as goals of the 2002 Act gives clear indication that the Competition Act is pursuing to achieve economic as well as social goals. The CCI's institutional setting is laid out in the Act's Preamble. It's subtitled "An Act to Provide," which suggests that its authors had the country's economic growth in mind while writing the bill. This is an unusually clear statement of support for the correlation between local market conditions & national development priorities. Also, this serves as confirmation that economic competition is not an end in and of itself[12]. In order to address compete issues, including the regulation of anti-competitive agreements, misuse of dominant position, and mergers or acquisitions that fall under the purview of the aforementioned Act, the Competition Act of 2002 was revised between 2007 and 2009.
The objective of 'ensuring freedom of trade carried on by other participants in the market' has the social and political implications in addition to economic considerations. The social purpose of safeguarding small and medium-sized businesses and the advanced political ideal of "freedom for all" are both upheld by other participants' freedom of trade. This objective will also aid in promoting and sustaining competition. The most imperative social goal is the protection of consumers i.e. consumer welfare. That's the reason why it was required to have competition policy to incorporate encouraging technological improvements, vertical linkages and cost reduction to promote efficiencies among the domestic industry along with consumer welfare[13]. It is important here to understand 'consumer welfare', though different jurisdictions do take different approach to define and limit it. While clarifying the consumer welfare stance, Hovenkamp opines that "the consumer welfare test is not a balancing test, in the sense that one must attempt to measure efficiency gains and losses and net them out. Under the test, if consumers are harmed (either by reduced output or product quality, or by higher prices resulting from the exercise of market power), then this fact trumps any offsetting gains to producers and, presumably, to others. Theoretically, even a minor injury to consumers outweighs significant efficiency gains. In this sense the consumer welfare test can

[12] Payal Malik, "Competition Law in India: Developing Efficient Markets for Greater Good," *Vikalpa ,The Journal for Decision Makers* , volume 41 , issue 2 , april-june 2016, page 176, available at . http://journals.sagepub.com/doi/pdf/10.1177/0256090916647222 last assessed on 15th June 2017
[13] Taylor, Martyn D, '*International competition law: a new dimension for the WTO?'* (Cambridge University Press 2009)

be easier to administer on a case by case basis than general welfare tests. Even the consumer welfare test can be difficult to administer, however, when a practice impacts different groups of consumers differently. Practices that involve price discrimination, such as variable proportion ties or patent field of use restrictions, typically have this result"[14].

Competition regulation is generally acknowledged as a public policy worldwide to promote the common good. However, competition is a nebulous idea, and some nave or restrictive view of competition may lead to actions that are not consistent with the ultimate purpose of the legislation. Researcher believes that consumer as central focus has been explicitly recognized for enforcement under the preamble of the CL, additionally also identifies economic development through the consumer welfare prospective. Thus, static allocative efficiency, i.e., consumer welfare, may need to be compromised in favor of dynamic efficiency while achieving the goal of economic progress. It is generally recognized that allocative efficiency & dynamic efficiency are inconsistent, yet the Preamble to the CL provides for a broader understanding of efficiency, including both static & dynamic.

6. Relevant definitions under the competition act, 2002

a. Agreements

If two or more people can understand each other, it's likely that they have reached an agreement. Agreement is defined as "a manifestation of mutual consent by two or more persons regarding their relative rights and duties regarding past or future performances" Black's Law Dictionary defines it. According to the Iyers Law Lexicon, an agreement is defined as "the joining of minds in an action or course of action," "the mutual consent to do something, the coming together of parties, in opinion or final determination," etc. A second definition offered by Osborn is the act of two or more people agreeing to change the rights and responsibilities of one another[15]. The agreement does not call for a formal contract to be formed under the Competition Act. A broad variety of inferred, informal, & unwritten agreements—which may incorporate any arrangement, understanding, or coordinated action—as well as explicitly stated and formally entered into agreements are included in the definition and interpretation of the term "agreement." Therefore, any agreement made by the undertakings could be deemed anti-competitive. A gentleman's pledge is included in the definition of "agreement" and may be deemed anti-competitive if its intent is to impede competition. It doesn't matter what the parties to such an agreement intended for it to be enforceable. Parties may nonetheless be in agreement for the purposes of the Act even if they do not want their agreement, understanding, or cooperative activity to be enforceable through legal means.

In the case of ***Bayer AG* v *Commission***[16] at European Union , the meaning of agreement was appraised by the General Court and specified that the concept:

"Focuses on the presence of a consensus of wills among at least two parties, with the form of the will being immaterial so long as it accurately represents the parties' desire". There is no need for enforcement procedures to support an agreement; however, simple understandings and gentleman's agreements have been deemed to be agreements, even though neither is legally binding. Article 101(1) defines an agreement as a "protocol" that shows the parties' true intent to work together[17]. It is possible to treat linked agreements as a single contract. A verbal or informal agreement is also possible. During negotiations, there may be "inchoate"

[14] Hovenkamp clarifies the concept of consumer welfare standard: "Distributive justice and consumer welfare in antitrust," Hovenkamp, H. J. (2011). Available at http://ssrn. Com /abstract=1873463, last accessed on 16th June 2017.

[15] Osborn's Concise Law Dictionary 8th Ed. P. 26

[16] Case T-41/96[2000] ECR II-3383

[17] Whish Richard and Bailey David, *Competition Law* ,Oxford University press,2012

agreements and understandings that are enough to constitute an agreement, but they may be conditional or partial. According to Article 101(1) Treaty on Functioning of the European Union (TFEU), this is the widely accepted view. As long as it accurately represents the parties' intention, the form in which an agreement is expressed is irrelevant; what matters is that there is a concurrence of wills between at least two parties.

In the Indian context, the definition of 'agreement' in the Competition Act is a comprehensive definition that not only comprises written agreements having force of law but also covers any 'arrangement', 'understanding' or 'action in concert' between the parties. These terms enlarge the scope of the word 'agreement' used under the Act. The definition under Section 2 (b) of the Competition Act, 2002 is as under.

"*Agreement*" includes any arrangement or understanding or action in concert,—

i. "*Whether or not, such arrangement, understanding or action is formal or in writing; or*
ii. *"Whether or not such arrangement, understanding or action is intended to be enforceable by legal proceedings"*;

This definition is giving way too much wider connotation to the word "agreement" than what is generally assumed under the Indian contract Act, 1872[18]. That is precisely the reason why legislators have refrained from using the term "contract" under the Competition Act .the definition is even wider than that of MRTP Act, 1969, which demonstrated streaks of section 6(3) of the Restrictive Trade Practices Act, 1976[19].

b. ***Parties to an Agreement***

Businesses, individuals, partnerships, associations, or any mix thereof are all considered prohibited contracting parties under Section 3 of the Competition Act of 2002.

Section 3 & 4 of the Competition Act 2002 are applicable to enterprises. The term 'enterprises' is defined under section 2(h):

"*enterprise* *means a person or a department of the Government, who or which is, or has been, engaged in any activity, relating to the production, storage, supply, distribution, acquisition or control of articles or goods, or the provision of services, of any kind, or in investment, or in the business of acquiring, holding, underwriting or dealing with shares, debentures or other securities of any other body corporate, either directly or through one or more of its units or divisions or subsidiaries, whether such unit or division or subsidiary is located at the same place where the enterprise is located or at a different place or at different places, but does not include any activity of the Government relatable to the sovereign functions of the Government including all activities carried on by the departments of the Central Government dealing with atomic energy, currency, defense and space*".

Explanation.-For the dedications of this clause,—

a) *"activity" includes profession or occupation.*
b) *"article" includes a new article and "service" includes a new service.*
c) *"unit" or "division," in relation to an enterprise, includes*

i. *a manufacturing facility set up for the purpose of making, storing, distributing, acquiring, or controlling items.*
ii. *any outpost set up to offer any kind of service.*

Any individual or government agency can be included in the preceding definition. "Enterprise" can mean anything from a person or group doing business to a large corporation. While it's true that some of an entity's operations qualify as sovereign functions, this is by no

[18] Section 2(e) and Section 2(h) of the Act.
[19] RTP Act,1976 of the United Kingdom

means an exhaustive list. In order to determine if an entity is enterprise or not, one must look at its functional rather than institutional aspects[20].

Hon'ble Delhi High Court, in *UOI v. CCI* Order of 23/02/2012[21] also clarified that:

"It is possible for a business to conduct some sovereign functions while not doing others, and for the actions performed by the business to not refer to sovereign functions. However, the exemption under Section 54 would only apply to the parts of the business that directly relate to the government's sovereign functions. *Therefore, it is the functional aspects and not the institutional aspects that are dominant in judging whether an entity is an enterprise*".

c. Relevant market

When defining the relevant market, it is necessary to include a description of the environment in which potentially damaging economic activity might take place. Thus, it is of paramount importance to identify a market & relevant market in order to characterize the deviations and prevent anti-competitive conduct. In the first step, it is assumed without proof that anti-competitive practices are in place. It then asks a series of questions to narrow down the smallest market where such behavior could be tolerated. In order to evaluate whether the action in question has or could have an anticompetitive effect 81, the smallest market must first be determined and drawn.

Since the term "relevant market," as used in Section 2(r) of the Competition Act, originates in the field of Economics, its scope must be broad, and it must be subject to modification in light of the particular circumstances of each case[22].

As stated in Section 2(r) of the Competition Act of 2002, "It is clear from the above definition that the responsibility of identifying the *relevant market* is left to the Commission. The Commission may do this by looking at the relevant product market, the relevant geographic market, or both". In addition, determining what constitutes a *relevant product market* or *relevant geographic market* necessitates an understanding of economic theory, legal precedent, and statistical analysis of massive datasets.

7. Indian competition regime

In the pursuit of globalization, India has prepared for the challenge by liberalizing and privatizing its economy, so freeing itself from the chains of previous restrictions. According to Articles 38 and 39 of the Constitution, "the State shall endeavor to promote the welfare of the people by securing and protecting as effectively, as it may, a social order in which justice - social, economic, & political - shall inform all the institutions of the national life, and the State shall, in particular, direct its policy towards securing (a) that the acquisition of material resources of the community are so distributed as best to sub serve the needs of all members of the community," After the dramatic shift in the economic order outlined above, the Indian Parliament passed the MRTP Act in the late 1960s in an effort to promote economic growth and social justice. This was followed by the passage of the Competition Act in the 1990s. As we have seen, the Act is an initiative of parliament; there is no comparable state law. The new law's rationale is laid forth in detail in the Act's Statement of Objects and Reasons[23].

- **Anti- Competitive Agreement under Section 3 of the Competition Act.**

There is a strong emphasis on the value of competition preservation & competition endurance in the Act's Section 3 and Section 4 exclusions on anti-competitive agreements and abuse of

[20] Makam, Ganesh. "An Overview of Competition Law in India: A Comprehensive Analysis." *Available at SSRN 4488634* (2023).

[21] *UOI v. CCI*, W.P.(c) 993/2012&CM Nos 2178-7 9/2012 dated 23-02-2012

[22] Dr. S chakravarthy, relevant market in competition case analyses available at http://www.circ.in/pdf/Relevant_Market-In-Competition-Case-Analyses.pdf visited on 22nd December 2017.

[23] Singh, Vijay Kumar. "Competition law and policy in India: The journey in a decade." *NUJS L. Rev.* 4 (2011): 523.

dominance, respectively. Bhatia C.R argues that Section 3's ban on "Anti-competitive Agreements" and Section 4's prohibition of "abuse of dominant position" are complementary because they both aim to preserve market competition and are designed to be applied retroactively (after the fact). Companies will only be held responsible under Section 3 if they engage in agreements regarding the manufacture, supply, or provision of goods or services that significantly harm competition in India. Abuse of dominance, on the other hand, refers to the unilateral actions of a company or group that has established itself as dominating[24].

- **Horizontal Agreement**

The Competition Act specifically includes, in Section 3 (3), agreements entered into by parties at the same level of the market chain as horizontal agreements. Contracts between companies that operate in the same market and/or at the same stage of the production chain are referred to as horizontal agreements under paragraph 4.3 of the Raghavan Committee Report. Two businesses selling similar products reaching a deal would be the most obvious example of this. As a result, knowing who you're writing for is crucial in the long run. To qualify for coverage under the law, the foods must be suitable substitutes for one another. The agreement's signatories are almost certainly involved in some way with manufacturing, shipping, or retail/wholesale. In this respect, a difference is drawn between horizontal and vertical agreements, as has been done in the US and other nations in recent times. Businesses collaborating on a socially significant endeavor may have to put aside their differences in order to establish a cooperative relationship, according to the research.

- **Vertical Agreement**

The second kind of agreement is one that businesses in different markets and at different stages of the supply or production chain enter into. These are the contracts that businesses at various points in the market's supply chain, like a product's manufacturer and seller, sign with one another[25]. One such agreement would be between a manufacturer and a wholesaler. These agreements are not free from the control by CL. Since these agreements bring in restrain, which has a direct impact on competition, so the anti- competitive vertical agreement are condemn by the CL. The Raghavan committee has also identified various restrains as “vertical restraints” on competition, which include:

1. *Tie-in arrangements*
2. *Exclusive supply agreements*
3. *Exclusive distribution agreements*
4. *Refusal to deal*
5. *Resale Price Maintenance*

U.S. antitrust authorities have historically taken a dim view of vertical limitations such tie-in arrangements. In the last twenty years, though, they've adopted a more liberal stance, Therefore, rationality dictates that horizontal agreements are typically treated more harshly than vertical ones.

In the case of “*Costco Wholesale Corp v. Johnson & Johnson Vision Care*, the ruling of the US District Court for the Middle District of Florida established that any vertical agreements between JJVC and its resellers would be evaluated using the rule of reason.” According to the court, there are three main elements that the plaintiff needs to prove. It determined whether the complaint was sufficient by considering two factors: (a) whether

[24] Sood, Madhav. "The Unparalleled Dominion of Competition Law: A Global Perspective." *Jus Corpus LJ* 3 (2022): 32.
[25] Middleton. K and Rodger B.J.et al., *Cases and Material on U.K &EC Competition Law*, Oxford University Press, 2003, page 219.

JJVC's actions had an anticompetitive impact on a relevant market, and (b) whether the actions had no precompetitive benefit or rationale[26].

The court determined that Costco had the right to file the lawsuit based on antitrust grounds and that the complaint sufficiently described two relevant product markets: the Wholesale Market, which includes Costco and other companies that buy lenses from JJVC, and the Retail Market, which is made up of their downstream customers. With a forty-three percent market share and being one of only four companies in the relevant geographic market (U.S) that manufacture contact lenses, the court found it easy to rule that the complaint sufficiently alleged a plausible claim of actual and potential harm to consumers or competition in the market[27].

8. Regulation of combinations under sections 5 and 6

Three pillars support the foundation of competition law: consumer welfare, limiting anti-competitive market practices, or maintaining or enhancing market competition. The three aspects are connected to one another. Among these, the guideline of combinations is one area of CL where Indian law is still developing. Jurisprudential elements related to this area are being incorporated from research on how EU and USA jurisdictions have handled similar cases. The EU Merger Regulation, Regulation 139/2004, contains rules on the control of mergers or, to use a different phrase frequently used in EU law, concentrations. In a real merger, two companies combine into one. One famous example of this is the 1996 merger of Ciba- Geigy and Sandoz, which became the multinational pharmaceutical & chemical corporation Novartis[28]. With the merger of Glaxo Wellcome and SmithKline Beecham in the year 2000, the world was gifted the renowned pharmaceutical company known as Glaxo Smithkline. Keep in mind that the definition of a “merger" under the Competition Act covers a far broader spectrum of business deals than what is mentioned above. If fewer competitors enter the market and consumers suffer as a result, the merger may have violated CL. A merger's potential negative horizontal effects are the primary consideration of competition authorities. While less prevalent, vertical, and conglomerate effects are not out of the question either. Multiple issues, including conglomerate, vertical, and horizontal ones, may originate from the same source[29].

The phrase "combination" in Indian law encompasses not only mergers and amalgamations but also the acquisition of a company's assets, shares, or voting rights by another group or corporation. Merger regulations were first enacted in 2011 under the Competition Act. Notifying the government in advance is a requirement for large firms planning to merge or acquire other large firms. Any merger involving AAEC is illegal. The CCI evaluates the efficiency and effectiveness of a combination based on its effect on market competition, in line with the merger thresholds announced through the Combination Regulations of 2011. In India, the legal and philosophical frameworks surrounding the regulation of combinations to prevent anticompetitive market practices are continuously expanding.

The Competition Act 2002 regulates the combinations under sections 5[30] and 6 read with sections 20(3), 29, 30 and 31. The regulation provisions under the CL are limited in its scope. The pertinent question of inquiry under these provisions is limited to that of preventing anti-competitive effect of mergers or acquisition. Companies often combine through mergers as a

[26] Competition policy and liberal trade policy seek to achieve the same objective namely economic efficiency.

[27] Sood, Raunak, and Prajjwal Bangani. "Analysis of the Legal Framework Encompassing the Interface Between Copyright Society and Indian Competition Law." *Bennett Journal of Legal Studies* 5.1 (2024): 13-27.

[28] Case No M 737, decision of 17thjuly 1996, available at www.europa.eu/competition/mergers/cases, last visited on December 20, 2017.

[29] Whish Richard and Bailey David, *Competition Law* ,Oxford University Press, 7thed.page 810

[30] Revised threshold under S.O 675(E) dated March 4, 2016.

means to increase their market power and shield themselves from competition. For each instance, the Commission would look into the specifics of the action, the market that is relevant, and the negative impact on competition. According to the Competition Act of 2007, Section 5 explains the exceeding thresholds.

- **PVR Cinemas –DT Cinemas**[31]

With certain modifications, the CCI has approved PVR's acquisition of DT Cinema's Chandigarh and Delhi NCR multiplexes and single-screen theaters in an order dated May 4, 2016. According to the CCI order, the PVR promised not to build any new theaters or buy any existing theaters in South Delhi for a period of five years. Other commitments included giving up seven screens at Airia Mall in Gurgaon and fifteen screens at Garden Galleria in Noida. Furthermore, the cost garnered much-required interest. The PVR Cinemas chain in South Delhi has pledged to cap ticket prices and beverages and food prices for both PVR and DT Cinemas for five years. The price caps will only be raised by a maximum of 5% during the fourth and fifth year of the agreement.

- **Abbott Laboratories Case**[32]

The CCI has granted approval for Abbott Laboratories to acquire the VCDs business of St. Jude's Medical, Inc. The corporation, which was founded and is publicly traded in the United States, is well recognized as a major player in the health care industry worldwide. It notified the Commission on August 1, 2016, that it had acquired St. Jude Medical, Inc.'s Vascular Closure Devices business. This notification was issued in accordance with a merger agreement and plan that the Parties executed on April 27, 2016. In 2015, the Parties had a combined market share in India of somewhere between 90 and 100 percent in the'small hole' VCDs and the specific hole sizes within'small hole' VCDs, according to the Commission.

- **Sun Pharma Ranbaxy**[33]

Sun Pharmaceutical Industries Limited & Ranbaxy Laboratories Limited gave notice to the Competition CCI under subsection (2) of Section 6 of the Competition Act, 2002 on May 6, 2014. According to the terms of the proposed merger, Ranbaxy & Sun Pharma will merge under a Scheme of Arrangement approved under Sections 391-394 and other relevant provisions of the Companies Act, 1956 & Companies Act, 2013. During its meeting on December 5th, 2014, the Commission authorized the proposed combination with conditions by issuing an order under subsection (7) of Section 31 of the Act. The Commission required the Parties to make the following changes per the Order:

a) Sun Pharma will sell off all Tamlet-branded products containing Tamsulosin & Tolterodine.
b) Ranbaxy must sell off:
    - All Leuprorelin-containing products currently sold by the company under the Name of the brand Eligard. If the divestiture of Eligard's distribution rights is not accomplished during the First Divestiture Period, Sun Pharma will sell its Lupride-branded leuprorelin products (as stipulated in the Order).
    - All currently available Terlipresslin-containing products sold and distributed under the Terlibax brand name.
    - Products are currently sold and distributed under the Rosuvas EZ brand name and include Rosuvastatin and Ezetimibe.

[31] Combination Registration No. C-2015/07/288
[32] Combination Registration No. C-2016/08/418
[33] Combination Registration No. C-2014/05/170

- Olanex F refers to all currently available medications that combine Olanzapine & Fluoxetine.
- Products now sold under the Raciper L brand name & containing the active ingredients levosulpiride & esomeprazole.
- Olmesartan + Amlodipine + Hydrochlorthiazide sold & distributed as Triolvance.

Therefore, in order to comply with the commission's conditional permission for their merger, the two companies have been given all-clear by the CCI to sell seven brands to Emcure Pharma. The CCI had ordered the sale of the "divestment products" on an earlier directive dated December 2014; in March 2015, the CCI approved the agreement with Emcure to buy those products. The CCI argued that the merger of Sun Pharmaceutical Industries or Ranbaxy Laboratories violated competition laws "prima-facie," and as a result, it ordered the products' divestiture under its "conditional" approval of the deal. These seven brands were at the center of this argument[34]. The reflection on the Indian Competition Act, 2002 takes researcher further to interface issues involved in the functioning of two laws namely the Competition Act and Intellectual Property (IP) Laws.

9. Conclusion

The purpose of the Competition Act of 2002, according to this article, was to increase competition in the Indian market rather than to prevent monopolies. It is the goal of the CL to ensure both consumer protection and fair market competition. Therefore, the goal of anti-monopoly legislation is not to outlaw monopolies. The goal is not monopoly per se that violates CL principles; rather, it is the exclusion and regulation of anti-competitive practices by businesses that attain monopoly through anti-competitive agreements. The CL identifies monopolistic behavior as harmful to society and provides mechanisms to enhance competition and challenge it, while the IPR regime allows right holders to maximize the exploitation of IP laws.

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