

ERGO

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ENFORCEMENT / CONDUCT CASES

Abuse of Dominant Position

CCI holds existence of rights in subject matter a condition precedent to initiate abuse of dominance investigation

In an interesting abuse of dominance precedent, the Competition Commission of India (CCI) has declined to initiate an investigation into the allegation that SPS Steels Rolling Mills Limited (SPS Steels) had abused its position of dominance by restraining the use of its trademark, "Elegant".¹

Facts of the case

SPS Steels, a manufacturer and seller of various metals, conducted its business under several trademarks including, "Elegant". SPS Steels had entered into a "brand sharing agreement" with the complainant - Prashant Properties Private Limited - a corporate entity engaged in the marketing and distribution of steel products. Through the brand sharing agreement, the complainant had the right to use the "Elegant" trademark for a period of 21 years.

Subsequently, SPS Steels underwent insolvency proceedings² before the Kolkata bench of the National Company Law Tribunal (NCLT).

During the proceedings, the NCLT approved the resolution plan³ by Shakambhari Ispat and Power Limited (Ispat Power). As a result, Ispat Powers came to be in control of SPS Steels.

As part of the insolvency proceeding, the resolution professional⁴ moved an application for avoidance of the "brand sharing agreement" on the ground that it was an undervalued and fraudulent transaction.

Thereafter, Ispat Power issued a public notice stating that persons using the "Elegant" trademark were opening themselves up to civil / criminal liability. Aggrieved by the public notice, the complainant sought recourse before a civil court and the NCLT. However, both dismissed the matter for lack of jurisdiction.

CCI's observations and decision

The complainant approached the CCI claiming that the denial of the use of the trademark resulted in an abuse of dominant position.

Upon perusing the orders / decisions passed by the NCLT and the civil court, the CCI observed that the complainant's legal right over the trademark had been extinguished, pursuant to approval of the resolution plan. Given that the public notice was considered to be a safeguard against misuse of the trademark "Elegant", the CCI did not find any abusive conduct on behalf of SPS Steels and Ispat Power and closed the case.

Click [here](#) to access the order.

¹ *Prashant Properties Limited v. SPS Steels Rolling Limited* (Case No. 17/2020) of 08 July 2020.

² The insolvency resolution process is a process that may be initiated under India's bankruptcy law i.e., Insolvency and Bankruptcy Code, 2016 (IBC 2016) when a company defaults on making payments to its creditors.

³ A resolution plan is governed by the IBC 2016. In simple terms, it involves a proposal to provide a resolution to the problem of a company's inability to pay off debts.

⁴ In terms of IBC 2016, a resolution professional is a person appointed to conduct the corporate insolvency resolution process.

Key Takeaways

The CCI did not go into the question of defining a relevant market - which is considered the first step in allegations involving an abuse of dominant position. This was because the order of the NCLT pointed towards extinguishing of the right to use the trademark. Therefore, the CCI was of the view that the conduct of issuing the public notice was justified. Interestingly, in terms of India's insolvency and bankruptcy law, the NCLT on facts did not find merit in the resolution professional's claim that the brand sharing agreement was an undervalued and fraudulent transaction.

As noted in our earlier [newsletter](#), there has been an increase in jurisdictional challenges based upon interface between the CCI and other enactments. If appealed, this decision will shed further light upon the appeal tribunal (and perhaps) the Supreme Court's views.

CCI confirms procurers' freedom to determine tender specifications

The CCI did not find any merit in the allegation that India's nodal road transport agency, National Highway Authority of India (NHAI), abused its dominant position as a procurer of "highway engineering consultancy services in India".⁵

Facts and allegations

The case concerns a tender floated by NHAI to engage the consultancy services of an "authority engineer" in India. The complainant averred that NHAI abused its dominant position by deviating from the eligibility criteria for participation in the tender - set by the Ministry of Road Transport and Highways⁶ (Ministry).

Assessing abuse of dominance

To assess whether NHAI was in a dominant position, the CCI first delineated the relevant market as the "procurement of highway engineering consultancy services in India".

With regard to abuse of dominant position, the CCI noted a lack of information to conclusively establish NHAI's dominance. However, given that NHAI was noted to be a key player in the relevant market, the CCI

examined the veracity of the alleged abuse in the case.

The CCI observed that in cases concerning tenders, procurers enjoy discretion to decide the best suited tender conditions. The CCI stated that a dominant procurer's discretion would, nevertheless, yield to the discipline of the Competition Act if the tender's conditions were demonstrably unfair / discriminatory. The CCI did not find the eligibility criteria to be unfair / discriminatory. The CCI closed the case against NHAI without any further investigation.

Click [here](#) to access the order.

Key Takeaways

The CCI's order emphasises the "sacrosanct" nature of a consumer's choice. In doing so, the CCI relies on its *Suntec Energy Systems* order⁷ where it held that in a market economy, a consumer must be allowed to exercise its choice freely as they act in a manner consistent with their own self-interest. Therefore, a certain degree of deference is accorded to the chosen eligibility criteria by the procurer.

⁵ *Sandeep Mishra v. National Highway Authority of India* (Case No. 13/2020) of 8 July 2020.

⁶ The National Highway Authority of India is the apex agency of the Ministry of Road Transport and Highways.

⁷ *Suntec Energy Systems v. National Dairy Development Board and Another* (Case No. 69/2016) of 10 November 2016.

It is unclear if this deference will be confined to state-owned entities such as the NHAI involved in this case or if the CCI, in other cases, will be open to extending a similar deference to multi-national corporations.

In India, government procurement alone constitutes 30% of the gross domestic product. More recently, the sheer volume and instances of facilitation of anticompetitive practises of government procurement in India has prompted the CCI to undertake a string of advocacy initiatives. It was recommended, by way of these initiatives, that tender specifications should facilitate competition, inter alia, through the participation of the maximum number of bidders.

Horizontal Restraints / Agreements

CCI passes yet another cease and desist order in a case of bid rigging

The CCI has found ten manufacturers and suppliers of brake blocks to Indian Railways (Railways) guilty of collusive bidding.⁸ However, given the economic downturn due to the pandemic, and continued cooperation by parties during the investigation, the CCI did not impose any penalty and directed the parties to cease and desist from indulging in such activities.

Background and Facts

The complaint was filed by various departments of the Railways which claimed that certain manufacturers and suppliers of auto-components and composite brake blocks (CCBs) indulged in bid-rigging. The Railways claimed that ten manufacturers and suppliers had quoted identical bids and offered identical reductions during negotiations with the Railways. The Railways also claimed that the rates quoted in different railway divisions were the same in spite of geographical differences.

Investigation

The Director General (DG) (investigative wing of the CCI) found clinching evidence in terms of email exchanges, WhatsApp communications, SMSs, call detail records of the individuals, statements, and admissions

by parties to conclude that the manufacturers and suppliers indulged in bid rigging during the period 2009 to 2017. The DG found that all ten manufacturers and suppliers, collectively decided prices to be quoted for various tenders for CCBs floated by the Railways.

The DG found evidence of how the quantity allocation of tenders between various manufacturers used to take place by maintaining excel sheets. Evidence of meetings between the manufacturers at different locations to decide the *modus operandi* and strategy of the cartel arrangement, further fructified the DG's investigation.

CCI's Findings

Acknowledging the existence of direct evidence in the case as noted above, the CCI observed that "*nothing can be more incriminating than these*" and held that the manufacturers had engaged in bid rigging of Railway tenders.

Absence of AAEC

Some manufacturers and suppliers argued that even though they had cartelised, there was no appreciable adverse effect on

⁸ *Chief Materials Manager, South Eastern Railway v. Hindustan Composites Limited and Others* (Reference Case No. 03/2016) of 10 July 2020. This case was previously covered by the Khaitan Competition / Antitrust Team on 14 July 2020.

competition (AAEC) since there was no effect on prices due to the cartelisation. In disagreeing with the argument, the CCI reckoned the legislative intent behind relevant provision prohibiting cartelisation as wide enough to not only proscribe those agreements which cause an AAEC but also those which are likely to cause an AAEC.

The fact that parties decided prices, persuaded the CCI that the conduct was certainly likely to cause an AAEC since once an agreement between independent competitors had been established to fix prices, it was presumed to have caused an AAEC within India.

Further, the CCI observed that the parties were not able to rebut the presumption of an AAEC. They failed to show how the bid rigging arrangement led to any procompetitive impact on the market.

Final Order and Penalty Imposed

Despite the above, the CCI issued a "cease and desist" order i.e., directed the parties to

immediately discontinue the conduct. It is noteworthy that with such clinching evidence and eight of the manufacturers admitting to the guilt of cartelisation, the CCI did not impose any penalty on the parties.

Click [here](#) to access the order.

Key Takeaways

The CCI relied upon electronic evidence e.g., exchange of prohibited commercial information via WhatsApp, SMSs, e-mail exchanges, call detail records, etc. to establish a contravention. Although the CCI generally stated that "nothing can be more incriminating than these" evidence, the order does not make any whisper about how the evidence was collected by the DG.

In cartel investigations defendants rarely submit such clinching pieces of evidence voluntarily, due to the risk of high penalties. The order hearkens back to the (then) ubiquitous "cease & desist" decisions of the (now) repealed Monopolies and Restrictive Trade Practices Act, 1969.

Note that this order confirms the CCI's decision in the *Schaeffler* case⁹ which also found that once an anticompetitive agreement is established under the Competition Act, 2002 (Competition Act), it is presumed to cause an AAEC in India.

⁹ *In Re: Cartelisation Industrial and Automotive Bearings (Suo Motu Case No. 05/2017)* of 5 June 2020.



MERGER REVIEW/CONTROL

CCI approves India leg of Apollo Management's acquisition of USA-based Tech Data Corporation

The CCI has approved 100% acquisition of Tech Data Corporation (Tech Data) by Tiger Midco LLC (Tiger Midco), a special purpose vehicle run by investment funds managed by affiliates of Apollo Management, L.P. (collectively, Apollo).¹⁰

Parties to the transaction

Apollo is an international investment management enterprise, known to invest in diverse businesses globally. While Tiger Midco was not directly present in India, Apollo has presence in India through its investment in Rackspace Inc. Among other things, Rackspace Inc, provides cloud computing solutions through a subsidiary, Rackspace India Private Limited (Rackspace India).

Tech Data, a corporation based out of the USA, is engaged in the wholesale distribution of technology products and solutions, including cloud computing solutions.

Overlap assessment and market analysis

Both parties were involved in providing cloud computing solutions. The CCI observed that while providers of cloud computing solutions serve their customers directly as well as indirectly (through distributors or resellers) they rely mainly on direct sales. In this regard, the CCI noted that the relevant market may either be viewed as a single market "for provision of cloud solutions" (at a broader level) or may be segmented into the direct and indirect provision of cloud solutions.

That said, the CCI decided to keep the exact delineation of relevant market open as the

transaction was unlikely to have any AAEC in India.

Assessment of impact on competition

While there were no horizontal overlaps between the activities of Rackspace India and Tech Data in India, a vertical linkage was identified. However, an actual arrangement for the distribution of Rackspace India's products in India between the parties (including their Indian subsidiaries), was absent.

The CCI also noted that the market shares of the parties were insignificant. Given the competitive constraints posed by other major players in these markets, the transaction did not pose any foreclosure concerns.

Click [here](#) to access the order.

Key Takeaways

Interestingly, in terms of overlap identification, the CCI observed that players operating on different levels of a value chain may (in certain circumstances) become direct competitors.

The CCI noted that providers of cloud solutions often rely on direct sales to consumers. As a result, cloud solution providers (such as, Rackspace India) serve the same set of customers as distributors of cloud solutions (such as, Tech Data India). Given that sales made by providers potentially pose a competitive constraint on a distributor's sales, they may be viewed as direct competitors.

¹⁰¹⁰ Combination Registration No. C-2020/03/737 of 30 April 2020.

In spite of noting the possibility of the above horizontal relationship, the CCI did not conduct a competition assessment of the “potential horizontal overlap”. Regardless, the CCI’s observation opens up the possibility of the CCI exploring “potential horizontal overlaps” in transactions involving vertical integrations.

CCI approves India leg of the global merger between Mylan and Pfizer’s off-patent business

The CCI has approved the merger between generic drug manufacturer Mylan N.V. (Mylan) and Pfizer Inc.’s (Pfizer) off-patent business, Upjohn Inc. (Upjohn), resulting in the creation of a pharmaceutical company, “Vaitris”.¹¹

Parties to the transaction

Mylan is a global Dutch pharmaceutical company present in India through its subsidiaries. Upjohn, a Delaware corporation headquartered in China, is a wholly-owned subsidiary of Pfizer. It has business presence in India only through Pfizer’s Indian subsidiaries.

Assessment of overlaps

Both, Mylan and Upjohn supply prescription drugs in India and categorise their products on the basis of their therapeutic area and molecular composition. The CCI noted that at present, the parties activities did not exhibit any horizontal overlaps at the *molecular level* or *therapeutic level*. However, potential horizontal overlaps were identified in two therapeutic categories where Upjohn is already present and Mylan has products in the pipeline. Given the presence of several competitors, the CCI did not find any AAEC in relation to the potential overlaps.

Vertically, Mylan sells certain active pharmaceutical ingredients¹² (APIs) that could potentially be used by Upjohn in the manufacture of the finished dosage products¹³ (FDPs) Norvasc, Viagra. and Daxid. However, no concern was found in the upstream market for the supply of the relevant APIs since Mylan’s market share was not significant (less than 10%) and there are significant players such as, Dr. Reddy’s Laboratories and Cadila Healthcare Limited.

At the molecular level, Mylan’s market share for Daxid was 20-25% by volume and 30-35% by value. Regardless, the presence of larger market players mitigated any incentive or likelihood of market foreclosure.

Click [here](#) to access the order.

Key Takeaways

Redolent of a continuing “strict” or “heightened” scrutiny test, the CCI continues to delineate relevant markets in the pharmaceutical sector on the basis of both, the molecular composition and therapeutic effects of a drug. Note that further segmentation based on therapeutic effects takes place at the Anatomical Therapeutic Chemical (ATC) level¹⁴. The CCI’s reliance on ATC is consistent with the approach adopted by its regulatory peers in foreign jurisdictions, as well.¹⁵

¹¹ Combination Registration No. C-2020/01/720 of 23 March 2020.

¹² An active pharmaceutical ingredient is the biologically active component of a drug product.

¹³ A finished dosage product is a combination of active pharmaceutical ingredients and excipients.

¹⁴ ATC is a drug classification system depending on, among other things, the organ that the drug acts on.

¹⁵ Case COMP/M.5865 – Teva/Ratiopharm; Case COMP/M.6613 – Watson/Actavis; and Case COMP/M.7379 – Mylan/Abbott EPD-DM.

In terms of market assessments, the Indian pharmaceutical market is peculiar as it is largely characterised by generic drug sales. The competitive generic drug space likely played an important role in seeing the approval through, despite the high market shares exhibited by Daxid (Mylan's generic antidepressant). The competitive nature of the Indian pharmaceutical sector is also well captured in the CCI's approval for the creation of a joint venture between GlaxoSmithKline Plc. and Pfizer Inc.¹⁶ Similar to the case at hand, the CCI approved the transaction although certain overlaps resulted in combined market shares in the range of 25%-30%, owing to the presence of significant competitors.

Wave of consolidation in the oligopolistic market for grey cement in India continues - CCI approves acquisition of Emami Cement by Nuvoco Vistas

The CCI has approved the acquisition of 100% shareholding in Emami Cement Limited (Emami Cement) by Nuvoco Vistas Corporation Limited (Nuvoco).¹⁷

Parties to the transaction

Nuvoco, is a part of the Nirma promoter group,¹⁸ and manufactures and sells varieties of grey cement.

Emami Cement is the cement manufacturing arm of the Emami group of companies¹⁹, that manufactures and sells varieties of grey cement, as well. On the vertical side, Nuvoco sources a small amount of grey cement from Emami Cement, to use as input in the production of ready-mix concrete.

Relevant product market

In line with its decisional practice²⁰ the CCI distinguished grey cement from other type of cements on account of the difference in their physical properties and intended use. Given that different varieties of grey cement are largely interchangeable, the CCI did not further segment the market on the basis of types of grey cement. However, the CCI took

note of different distribution channels i.e., the non-trade and trade segments.

In the non-trade channel, large quantities of cement are supplied to institutional buyers, who exercise significant bargaining power over cement manufacturers.

The trade channel caters to individuals demanding products of significantly lower quantities for personal use, who lack countervailing buying power.

Due to the difference in terms of prices, overhead costs, transportation, nature of purchasers, and minimum order quantity requirements, among other things, the two channels were assessed separately. An additional and separate analysis was also done for the overall grey cement market.

Relevant geographic market

The CCI noted that usually, the consumption of cement takes place in the vicinity of its production facilities owing to the significant transportation costs involved. Keeping this in mind, the CCI proceeded to rely upon the (i) catchment area test²¹, and (ii) the Elzinga

¹⁶ Combination Registration No. C-2019/03/654 of 22 May 2019.

¹⁷ Combination Registration No. C-2020/03/734 of 20 May 2020.

¹⁸ The Nirma group of companies in India is engaged in manufacturing a range of products, which, apart from cement, include, cosmetics, detergents, and soaps, among other things.

¹⁹ Emami Limited is the holding company of the Emami group of companies which serves as an Indian conglomerate engaged in sectors such as FMCG, agrotech, healthcare, newsprint etc, apart from cement.

²⁰ Combination Registration No. C-2015/02/246 of 10 April 2015.

²¹ A *catchment area* is the geographic area up till which a product (in this case, cement) can flow. Simply stated, a catchment area analysis concerns the feasibility of the distance for the shipment of cement.

Hogarty Test²² (EH test) to delineate the relevant geographical market.

The CCI first identified that both, Nuvoco and Emami Cement had cement manufacturing facilities in Chhattisgarh and West Bengal. The CCI then found that (based on its decisional practice which relies on the catchment area test and EH test)²³ the geographic market would be the area comprising the states of Chhattisgarh, West Bengal, Bihar, Jharkhand and Odisha.

IN THE SPOTLIGHT



What is the Elzinga Hogarty (EH) test?

The EH test is an economic tool to help delineate relevant geographic markets (RGMs). The test is typically used in markets (i) with high transportation costs (such as for bulk commodities like cement) or (ii) where consumers have to travel a distance to purchase a product / service (such as in healthcare).

Simply put, an application of the EH test entails determination of RGM by identifying the fraction of sales of a relevant product in a certain geographic area by (i) purchasers from outside the area and (ii) by purchasers from inside an area. Even so, in the context of heterogeneous goods or differentiated products, an application of the EH test needs a cautious approach.

So far, the CCI has applied the EH test in 6 (six) merger cases – Interestingly, 5 (five) cases were in the cement sector. The outlier sector here was the merger in Linde / Praxair involving the markets for bulk industrial and medical gases.

Outside of India, the US Federal Trade Commission has applied the EH test in the hospital sector.²⁴ However, the CCI is yet to

apply the EH test to a hospital merger. Notably, the test does not find mention in the last prominent Indian healthcare M&A (i.e., acquisition of shares in Fortis Healthcare by IHH Healthcare).²⁵

Relevant market

The CCI left the exact delineation of the relevant product market and the relevant geographic market open considering the unlikelihood of competition concerns arising in any of the possible market segmentations.

Assessment of the impact on competition

The CCI's analysis was based on (i) the combined market share of the parties which was less than 20% both, in terms of their installed production capacity as well as sales volumes, and (ii) the presence of other major market players which exerted significant competitive constraints.

The CCI also noted the unlikelihood of any market foreclosure concerns in the vertical supply chain for grey cement since, among other things, Emami Cement's sales of grey cement to Nuvoco were miniscule compared to the total revenue earned by Emami Cement from the sale of grey cement. Further, Nuvoco sourced majority of the grey cement required as an input for the production of ready-mix concrete from its own production.

Click [here](#) to access the order.

²² The EH test is used to assess whether significant quantities of a good / service flows between two areas. If good / service flows are found to be insignificant (based on a certain threshold), it is concluded that the areas form a separate geographic market.

²³ Combination Registration No. C-2014/07/190 of 7 September 2016.

²⁴ See: <https://www.justice.gov/atr/chapter-4-competition-law-hospitals>; and In the Matter of Advocate Health Care Network et al., No. 9369 (FTC Dec. 2015).

²⁵ Combination Registration No. C-2018/09/601 of 29 October 2018.

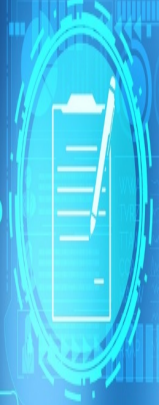
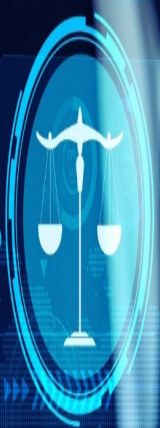
Key Takeaways

In its past orders involving the cement sector, the CCI has limited its delineation of the relevant product market to the particular type of cement, in this case, “grey cement” without further segmentation. In this order, the CCI seems to have adopted a nuanced analysis of the Indian cement sector. It is interesting to note that the cement sector has remained contentious with the CCI. There have been past pre-merger approvals involving structural remedies on the one hand, and enforcement cases for allegations of cartelisation on the other, where the CCI imposed one of the highest penalties.





WORLD MAP



POLICY DEVELOPMENT

Ministry of Consumer Affairs notifies much-awaited E-commerce Rules

Introduction

In a push to codify the liabilities of e-commerce entities, the Ministry of Consumer Affairs on 23 July 2020 notified the Consumer Protection (E-Commerce) Rules, 2020 (Rules).

The Rules form part of the Indian consumer protection law framework which aims to safeguard "consumers"²⁶ against exploitation and sub-standard goods and / or deficiency in service.

The purpose of the Rules is to prescribe the duties of both, the e-commerce entities²⁷ and sellers listed on the marketplace platforms of these e-commerce entities. The Rules will allow online consumers to sue online shopping portals as well as their listed sellers. Notably, a contravention of the Rules may attract penal liability under the Consumer Protection Act, 2019.

While the Rules have not been issued within the Competition Act the prescribed duties may be helpful in addressing some of the concerns identified by the CCI's report titled "Market Study on E-commerce in India: Key Findings and Observations" (Report). The Report had brought to light market distortions which arise due to (i) imbalances in bargaining power and (ii) information asymmetry, between e-commerce entities and their listed sellers.

Duties of E-commerce entities towards Consumers

Some of the key duties prescribed by the Rules and the corresponding antitrust concerns have been described below. These are binding on all e-commerce entities, regardless of whether they operate through an "inventory"²⁸ business model or "marketplace"²⁹ business model.

- Establishment of a consumer grievance redressal mechanism with quick disposal of complaints;
- Publication of details of sellers listed on the platforms;
- Recording of user consent where the consent of a consumer must be recorded through an affirmative action of the user;
- Abstinance from price manipulation to gain unreasonable profit; and
- Refraining from discriminatory practices between consumers of the same class.

Key Takeaways

The requirement against price manipulation serves to safeguard against the antitrust concern of "price gouging". Further, the prohibition against the adoption of discriminatory practices too, tackles the antitrust concern of abuse by dominant e-commerce entities.

²⁶ See section 2(7) of the Consumer Protection Act, 2019 for the definition of the term "consumer" available at < <http://egazette.nic.in/WriteReadData/2019/210422.pdf>>

²⁷ An e-commerce entity means any person who owns, operates or manages digital or electronic facility or platform for electronic commerce, but does not include a seller offering his goods or services for sale on an e-commerce marketplace.

²⁸ Inventory e-commerce entity refers to an e-commerce entity which owns the inventory of goods or services and sells them directly to consumers. This includes both, single brand retailers and multi-channel single brand retailers.

²⁹ Marketplace e-commerce entity refers to an e-commerce entity which provides an information technology platform on a digital or electronic network to facilitate transactions between buyers and sellers.

Lastly, the increased transparency about “sellers” will aid identification of situations where e-commerce entities (i) make sales through “private labels” or (ii) give undue preference to certain “preferred sellers”. This identification, in turn, helps protect platform neutrality.

Duties specific to marketplace e-commerce entities

Marketplace E-commerce Entities	Antitrust Concern
Marketplace platforms to display the main parameters in determining the ranking of goods or sellers on its platform. This must include details of the relative importance of each parameter.	The display of search-ranking criteria makes it less likely that marketplaces tilt competitive landscapes in their favour, and doesn’t stilt competition from competing vendors. This is also expected to shed light on the internal workings of the algorithms deployed by the e-commerce entities.
Marketplace platforms to provide details of the terms and conditions generally governing its relationship with sellers. This will include a description of any differentiated treatment which it gives (or might give) to different sellers.	A predominant concern with regard to e-commerce entities is the unilateral imposition of “unfair” conditions on sellers. These relate to, <i>inter alia</i> , (i) deep-discounting, (ii) bundling of delivery services with listing (in the context of food delivery platforms), and (iii) data-masking. Transparency in contractual terms, may reduce risk of such antitrust violation.

Duties of sellers

Much like the duties of e-commerce entities, the Rules also prescribe duties of sellers operating on these platforms. Certain noteworthy duties include:

- No false misrepresentation such as leaving deceitful reviews about their good / service; and
- Establishment of a redressal mechanism similar to the consumer redressal mechanism.

Click [here](#) to access the Rules.

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