International Journal of Current Advanced Research
ISSN: O: 2319-6475, ISSN: P: 2319-6505, Impact Factor: SJIF: 5.995
Available Online at www.journalijcar.org
Volume 7; Issue 2(E); February 2018; Page No. 9967-9973
DOI: http://dx.doi.org/10.24327/ijcar.2018.9973.1667

Research Article

CRITICAL ANALYSIS OF ANTI-COMPETITIVE AGREEMENTS AND APPRECIABLE ADVERSE EFFECT ON COMPETITION IN INDIA

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A R T I C L E I N F O

Article History:

Received 7th November, 2017
Received in revised form 13th December, 2017
Accepted 3rd January, 2018
Published online 28th February, 2018

Key words:

Competition, Regulations, Free and Fair Market, Anti-Competitive Agreements, Cartels

A B S T R A C T

The importance of competition for economic growth and development is a source of growth and technological improvement in a broad range of the development of developing countries. Many developing countries including India undertook economic reforms which promoted a free competitive market economy as against the control and command economy. In an increasingly united global economy, domestic firms and industries cannot be completely covered from external competitive pressures. The rapidity of liberalization created numerous problems for developing countries in their approach to competition especially check over anti-competitive practices. The primary focus of competition policy is to deter and provide remedies for various anti-competitive practices to ensure free and fair competition in the market. The same rests on the basis that competition law is designed to be a general charter of economic liberty proposed at preserving free and unfettered competition as the rule of trade. The unlimited cooperation of competitive forces will generate the best allocation of economic resources of the country, the lowest price, the highest quality, and greatest material progress. In the research provides key insights into the agreements which are anti-competitive in nature and what can potentially tantamount to anti-competitive behaviour.

INTRODUCTION

"A dynamic and competitive environment, underpinned by sound competition law and policy, is an essential characteristic of a successful market economy"[1]

Competition, a progress notion encapsulating some concepts, may be valued for many reasons as assisting economic, social and political goals. A free market economy indicates competition as a regulative authority which establishes control over market activities. Competition indeed is the object fostered and protected by competition policy and law. However, the requirements to secure smooth competition process include free business entry and exit, freedom of trade and contract, a sufficient monetary system, security from restrictive enterprise practices, an occurrence of positive and negative injunctions and transparency of the market.

A competition policy is a key determinant in managing both the productive functions of a market and competitive pressures. The economic liberation has been necessary required for the relevance of competition policy, in the absence of safeguards or tools. It may also provide the scope of unfair trade practice in the market.

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The MRTP Act deals with the concept of monopolistic and restrictive business practices and subsequently with unfair business practices. Under the modern concept of law, to solve the problems of monopolistic and restrictive trade practices, and created the free and fair competition policies in India.

What is Competition?

Competition means a conflict or contention for superiority, and in the commercial world, this means a striving for the custom and business of people in the Ps: competition has described as "a process of rivalry between firms … seeking to win customers' business over time".[2] In other words, competition means "a situation in a market, in which firms or sellers independently strive for the buyers' assistance to achieve particular business objectives, for example, profits, market shares, and market growth."

Why there is a Need for Competition Law?

The primary purpose of competition law is to promote economic productivity using competition as one of the means of supporting the creation of market responsive to consumer preferences. It requires not only protection of free trade but also to secure the interest of the consumer. It enables the user, best guarantee for consumer protection. It is a means of diminishing cost and improving quality. It also implies an open

[1]Khemani R. S., *A Framework for the Design and Implementation of Competition Law and Policy*, Preface (World Bank Publications, 1999).

[2]Richard Whish and David Bailey, "*Competition Law,"* 3 (Oxford University Press, 7th edn., 2012).

market system where shortages rapidly eliminated through the best allocation of resources. It expedites growth and development, preserves economic and political democracy

Background of Competition Law

The new competition based on the anti-trust law in the US. The earliest antique example of modern competition law's ancestors is Lex Julia de Annona, during the Roman Republic around 50 BC. The study of competition arises formally in the 18th century by using different terms to describe the area like restrictive trade practices, the rule of monopolies, combination acts and the restraint of enterprise in works like Adam Smith's The Wealth of Nations.[3]During the nineteenth era, both law and economics began to develop theories of competition as well as ideological defenses of competition as a social product. The first ever statement of Industrial Policy by the Government of India after India became an independent country was made on 6 April 1948.[4] The Constitution Law is the supreme law of the land in India. Under the Directive Principles of State Policy, Article 38 & 39 impose a duty of the state to social order and the promotion of welfare to the people. After framing the Constitution of India and the socio-economic goals, the industrial policy was comprehensively revised and adopted in 1956.

Evolution of MRTP Act

After the attainment of independence, India adopted and followed such policies as comprising of "command-and-control" laws, rules, regulations, and executive orders. The MRTP Act was one such case wherein such command and control economy was based. The principal objectives sought to be achieved through of MRTP Act, as stated in the Preamble to the Act are as follows:

1. To restrict concentration of economic power in few dominant hands;
2. Control of monopolies;
3. Prohibit monopolistic trade practices; and
4. Prevent Unfair and Restrictive business practices.

Drawbacks of MRTP Act

For some reason, the Act was not found to be useful. The primary cause of the failure of MRTP Act in its committee report. That, the MRTP Act, was inadequate in comparison to the competition laws of many countries, for regulating anti-competitive practices.[5] The general definition of a restrictive trade practice under the Act was not covering the various categories of anti-competitive agreements. It considered the following as a particular form of anti-competitive conduct under the Act had not made express provisions such as cartels, price fixing, bid rigging and predatory price. The MRTP Act did base on reformist and behavioral approach. Further, the MRTP Act has not described the completion offenses implicit and not defined in any particular nature. There's no express provision regulating for the penalty of an offense. It did not include any express provision for the application of the Act on anti-competitive conduct outside India, but it is adversely affecting Indian market.

A New Competition Law Repealed by MRTP Act

Parliament first enacted the MRTP Act, 1969 this act was repealed, enacted the new law Competition Act, 2002.[6] It aimed to preserve competition in the market, principally through control of anti-competitive agreements, abuse of dominant position, and mergers that would impair or eliminate competition in a particular market. It did introduce at a time when large multinational companies, taking advantage of India's liberalized economic policy and permitting to participate in economic activities in India established in India. The Act received the assent of the President of India on 13 January 2003. The progress of the law was stymied by a successful challenge, in the Supreme Court of India, in *Brahm Dutt* v. *Union of India*[7], to the adequacy of the legal basis on which the constitution, by the central government of the competition commission rested.

Definition of Agreement

The term 'Agreement' defined under both acts. Under MRTP Act the scope of definition in the narrow sense. Under Competition Act the scope of definition in a broad sense. It includes the terms arrangement, understanding, or in writing form whether it is formal or informal writing.

Competition Act Provisions

The Competition Act covers mainly four principal of competition concerns:

1. Prohibition of cartels and anti-competitive agreements,[8]
2. Abuses of dominant positions,[9]
3. Regulation of Combinations,[10]and
4. Competition advocacy[11]which is defined as a promoting private sector awareness of the Commission and its intended role in the Competition Law.

Research Problem

In the research method, the first step is to describe the research problem for the study. The researcher has observed and defined the research problem after going through published research work done by other researchers on the same issue. After the study, the review of literature related to the working of Competition Commission of India, the researcher found that very few research studies have done on the effectiveness of Competition Act about the anti-competitive agreements and Appreciable Adverse Effect on Competition Act in India. In the research, the researcher has tried to evaluate the functioning of Competition Commission of India, which always stands for the welfare of Indian consumer and challenges the anti-agreement, abuse of dominance and investigate the cartelization in developing economic sectors. The research problem requires studying whether Competition Commission of India (CCI) has a proper measure in responding to the needs of consumers. It mainly adopted to the power of investigating of the present working of CCI in India and how it will improve the level of competition in reducing the unethical cartels in India market. The researcher mainly focuses on anti-competitive agreements which are void and are a contravention of terms to the Section 3 of Competition Act

[3]Available at: http://blog.ipleaders.in/competition-law-in-India/pdf (Visited on February 17, 2017).
[4]Srinivasan Parthasarathy, "*Competition Law in India*," 28 (Kluwer Law International BV, The Netherlands, 3rd edn., 2014).
[5]T. Ramappa, "*Competition Law in India: Policy, Issues, and Developments*," 14 (Oxford University Press, New Delhi, 2nd edn., 2009).
[6]Act No.12 of 2013.
[7]AIR 2005 SC 730.
[8]Section 3 of Competition Act, 2002.
[9]Section 4 of Competition Act, 2002.
[10]Section 5 & 6 of Competition Act, 2002.
[11]Section 49 of Competition Act, 2002.

and the cases which may come under the anti-competitive agreement with effect to an appreciable adverse effect on competition.

Objectives of the Study

The Primary Goal of This Research is

1. To study and evaluate the working of Competition Commission of India in curbing anti-competitive agreements and appreciable adverse effect on competition in India.
2. To prove into the background, features, working, and failures of MRTP mechanism regarding anti-competitive agreements.
3. Can a Consumer be party to Anti-Competitive Agreements?
4. To study and analyze the various terms used under Competition Act regarding prevention of anti-competitive agreements.

The Scope of the Study

The extent of the present study is limited to the jurisdiction under the Indian Competition Law. This research work is a detailed study of provisions of Competition Act, 2002 to find out their adequacy or inadequacy in deterring anti-competitive agreements and to make suggestions in this regard. The researcher intends to evaluate the significance of competition policies and regulatory regimes, including the government policies that impeded competition and also to examine the competition-related issues and sectoral dimensions citing examples of selected sectors. The researcher aims to discover the scope of the newly enacted "Competition Law" in India.

Hypothesis

- Globalization and economic reforms paved the way for open competition all over the world. The governing mechanism tasks are not only to regulate monopolies and anti-competitive practices, but also to ensure free and fair competition by providing equal opportunities for all players in the market coming from all over the world.
- The Competition Act 2002 is inadequate in controlling the Anti-competitive practices being adopted by big industrial houses in India.
- The Government is committed to promote the growth of small, medium enterprises and to enhance their competitiveness. Despite that, the CCI has failed to promote and protect the SMEs from the movement of Liberalization, Privatization, and Globalization.
- Under Section 32 of The Competition Act, 2002 extraterritorial jurisdiction has conferred on the Competition Commission. However, India has not entered into any Agreement or Competition Commission has not signed any MoU with its counterparts.
- The current Indian Law by the existing provision in the Act does not treat hardcore cartel action as a crime and as a result prosecutions of individual's participants are overlooked. Thus the researcher proposes lawmakers and administrators to consider inclusion of criminal sanctions on people for participation in cartel activity.

This Chapter describes the concept of anti-competitive agreements with appreciable adverse effect under the Competition Act, 2002 in their all dimensions and their impact on the consumers. The researcher has made an equivalent focus on the nature and meaning of anti-competitive agreements and how they adversely affect the competitive process in the Indian market and on the consumer. The researcher also focused on the point that can a user/person be party to anti-competitive agreements and what was the effect on the competition? The researcher also tries to analyze the terms used under competition law and express the impact on the Indian market.

Comparative Study of USA, UK, and EU

The study of Anti-Competitive Agreements as under Section 3 of the Act as the laws existing in different nations on anti-competitive agreements, particularly in, USA, EU, and UK law would be useful because competition law in these countries is considerably higher set than India's.

Competition Law in the USA

Competition Law is recognized as anti-trust law in the USA.[12] The anti-trust laws describe the illegal practice in general term, leaving it to the court to decide what particular practice are illegal based on the facts and circumstances of each case. The object of anti-trust laws seeks to protect free-market conduct of business corporations and to foster enough competition for the interest of consumers. In the USA, it is mainly followed by the Sherman Act 1890, the Clayton Act 1914, and the Federal Trade Commission Act 1914.

Competition Law in the UK

The two most notable acts enacted by the UK for the forbidden of anti- agreements and restraint of trade by an illegal way, which gives harmful effect on the competition. The first law relating to competition in the UK is the Competition Act, 1998 and other is The Enterprise Act, 2002.

Competition Law in EU

The main competition law did introduce in the Treaty of Rome 1957. The Treaty of Rome established the European Economic Community (EEC). That is known as the European Community (EC). The treaty covers a broad subject in the area of competition law covered by Articles 101 and 102(previously 81 and 82 respectively). Article 101 of the treaty is the law regulating anti-competitive agreements in the EC. Article 102 deals with abuse of dominant position.

Anti-Agreements under the MRTP Act

The Indian Law on the subject, prior known as the Monopolies and Restrictive Trade Practices Act (MRTP Act), was initially brought in 1969. As far as Competition Law, the goal of the Act was to control monopolistic, restrictive and unfair trade practices which diminish the competition in commerce and industry and which adversely influence consumer interest.

The MRTP Act aimed at preventing (a) economic power concentration in a few hands and curbing monopolistic behavior and (b) prohibition of monopolistic, unfair or restrictive trade practices[13]The intention behind this was to protect consumers as well as to avoid concentration of wealth. In the case of *Raymond Woolen Mills Ltd.* v. *MRTP*

[12]S.M Dugar, *"Competition Law (Containing Commentary on Competition Act, MRTP Act & Consumer Protection Act),"* 760 (Lexis Nexis,5th edn., Volume 1, 2015).
[13] in the Preamble of MRTP Act, 1969.

Commission,[14]It did hold that the essential feature and the paramount consideration which pervades throughout the statute are the public interest, the common good and to keep a watch and control on the operation of the economic system of the country so that it does not result in the concentration of the economic power to the apparent determent.

Restrictive Trade Practices (RTPs) Meaning

A restrictive trade practice is by and a large one which has the impact of avoiding, misshaping or limiting competition. In particular sense 'Restrictive Trade Practice' is a practice which tends to deter the flow of capital or assets into the stream of production is a RTPs[15] i.e., control of costs, conditions on delivery of goods.

Unfair Trade Practices (UTPs) Meaning

In particular sense 'Unfair Trade Practice' means a trade practice which, with the end goal of advancing the sale, utilize or supply of any merchandise or for the provision of any service adopts any unfair method or deceptive practice.[16]In the case *Dr. Vallal Peruman* v. *Godfrey Phillips (India) Ltd.,*[17]stand as authority for the view that unfair trade practices could occur or triggered by the misuse, manipulation, distortion, contrivance, and embellishment of ideas generated by the complainant.

Anti-Competitive Agreements Under The Competition Act

The primary object of the Act as stated in the Preamble is to prohibit such practices hurting competition. In the market, competition among suppliers of goods and services in whose operation is unhindered, at a reasonable value level. Agreements for price fixing, restricting the supply of goods or services, dividing the market, etc., are the usual ways of intervening with the process of competition and destroying the competition in the market. The Act has not determined the phase of Anti-Competitive Agreements as such. However, Section 3 prescribes certain methods which will be anti-competitive and the Act has also provided a vast definition of 'Agreement'[18] under Section 2(b). The term agreement has been described broadly. It is neither a formal arrangement and nor also in writing. It would bring within its ambit any arrangement or understanding or action in concert.

The law is forbidding agreements, practices, and decisions that are anti-competitive contained in Section 3 of the Act. Section 3(1) is a general direction of an agreement in the supply of goods or services that cause or likely to cause an Appreciable Adverse Effect on Competition within India. Section 3(2) declares such an agreement is void. Section 3(3) deals with particular specific anti-competitive agreements, practices and decisions of those providing identical or related goods or services, acting in concert or such action by cartels. Section 3(4) deals with vertical restraints imposed through agreements among enterprises in different stages of production or supply. A simple example of such a connection is one between a manufacturer and seller. Section 3(5) saves the right of the proprietor of any of the intellectual property right listed therein to restrain the violation of any of those rights regardless of Section 3.[19] The legislative intent behind embedding the provisions relating to anti-competitive agreements into the Competition Act, 2002[20]is to foster competition for promoting and protecting the interests and welfare of consumers.

The Elements of Section 3 of the Competition Act

The scope of Section 3 of Competition Act is to undertake a general prohibition on Anti-Competitive Agreements, without any purpose for specified agreements. Section 3(1) prescribes the adverse effect on competition in India. Section 3(2) declared such agreements are void. Section 3(3) deals with cartels and Section 3(4) dealing with the vertical agreements. Section 3(5) deals with the exception and save the rights of owners of property rights.

Appreciable Adverse Effect on Competition Within India: - Section 3(1)

The basic requirement for Section 3(1) is that an agreement between enterprises identifying with the supply of goods or services ought to cause or likely to cause an appreciable adverse effect on competition within India.

Void Agreements: -Section 3(2)

An agreement falling under sub-section (3) and (4) in contravention of the provisions contained in sub-section (1) shall be void.

Horizontal Agreements: -Section 3(3)

Horizontal Agreements are those agreements entered into by persons that are engaged in 'identical or similar trade of goods or provision of services. The agreements are between two or more individuals or enterprise operating at the same level of production activity in the economic processes.

Cartels

In general term cartels considered to be a group of persons or an association of market performers that agree to maintain the market prices at a high level and delimitate the competition. There are certain arrangements or practices which may affect the harmful impact on competition and due to lack of awareness, are conclusively presumed to be unreasonable and illegal. In the case of *FICCI Multiplex Association of India* v. *United Producers/Distributors Forum,*[21] the CCI held that the Producers/Distributors with their collective market power endeavored to guarantee that multiplex owners did not get the matter of film exhibition till they consented to the proposal of enhanced revenue share. Therefore, the CCI held that the cartel-like conduct of the producers was in violation of S. 3(3) of the Act causing AAEC in India. In the case of *Builders Association of India* v. *Cement Manufacturers Association and Other,*[22] there was a landmark decision by CCI has forced a penalty of over Rs 6,000 Crores on 11 leading cement producers in the wake of discovering them liable of forming cartels to control "costs, production and supply" of cement in the market. According to the CCI order, it found that cement manufacturers were infringing the provision of the Competition Act. The CCI circulated the order after

[14](1993) 2 SCC 550.
[15]Section 2(o) of the MRTP Act, 1969.
[16]Section 36A of the MRTP Act, 1969.
[17](1995) 16 CLA 201.
[18]The term "Agreement" constitutes any arrangement or understanding or action in the show,- (i) regardless of whether or not, such method, comprehension or activity is formal or in writing; or (ii) whether or not such arrangement, understanding or activity is proposed to be enforceable by legal procedures.
[19]Any agreement entered into in contravention of the provisions contained in Section 3(1) shall be void.
[20]The provisions concerning to anti-competitive agreements have come into force with effect from 20th May 2009.
[21]Case No. 01 of 2009.
[22]Case No. 29 of 2010.

"investigation by the Director General of information recorded by the Builders Association of India.

Types of Horizontal Agreement Restricted Under Section 3(3)

1. Price Fixing: Section 3(3)(a)
2. Agreement Limiting or Controlling Production, Supply, etc.: Section 3(3)(b)
3. Allocation of Area or Market: Section 3(3)(c)
4. Bid Rigging: sub-section (3)(d)

Vertical Agreements: sub-section (4)

Vertical Agreements are the arrangements entered into between enterprises or persons that are at different stages or levels of the production chain and in a different market. These are the agreements between non-competitors. The Competition Commission of India passed a landmark decision in the case of *Shri Shamsher Kataria* v. *Honda Siel Car India Ltd. & Ors.,*[23] Wherein it discovered 14 automobile organizations blame worthy of anti-competitive practice, to infringement of Section 3(4) and Section 4 of the Competition Act, 2002 and forced upon them a huge penalty of INR 2544.65 Cores. The CCI for the first time examined and passed an order on vertical agreements and forced the biggest punishment of the year.

Types of Vertical Agreement Restricted Under Section 3(4)

1. Tying Agreements:
2. Exclusive Supply Agreement:
3. Exclusive Distribution Agreement:
4. Refusal to Deal:
5. Resale Price Maintenance:

Agreements not Anti-Competitive: sub-section (5)

Agreements permitted by law are not anti-competitive. The Act restricts certain agreements that have AAEC on competition, but there have been incorporated certain exceptions to this effect.

1. Exception for the Protection of Certain IPRs:
2. An Exception to Agreements Related to Export:
3. Exemption for Joint Ventures

Rules Implemented in the Interpretation of Anti-Competitive Agreements

After taking all the significant figures in a given statute, there ought to be still a few standards on which one can conclude the impact of the anti-competitive conduct or practice on the rivalry. There are three rules implemented in the interpretation of anti-competitive agreements.

The Rule of Reason

The 'rule of reason' approach measures the reasons of a particular action taken and the economic advantages and expenses of that activity before going to judgment. Under the rule of reason, the impact on competition found on the facts of a particular case, and its possible impact condition, and existing rivalry including the real or likely restricting of rivalry in the relevant market.The rule of reason is a legitimate approach where an attempt is made to assess the pro-competition elements of the prohibitive business practice against its anti-competitive impact keeping in mind the end goal to choose whether or not the practice ought to be restricted.

The Per Se Rule

The 'Per se' is a Latin expression significance in itself in legal terms it mostly implies that the courts will respect a particular activity to dependably be harmful and consequently it should just prove that the respondent has conferred the activity to discover him liable.[24] Under the per se rule, the acts or practices specified in the Act as deemed or presumed to have an AAEC are by themselves prohibited. It is unnecessary to consider, under the per se rule, if they limit or restrict competition. It is based on the experience of nature to produce an anti-competitive effect. There is no need to prove the nature of per se violations.

The Rule of Presumption

In the Act under Section 3(3) used the term "shall be presumed" so it becomes necessary to expound the principle of interpretation also while talking about anti-competitive agreements. The rule has given in the Evidence Act, 1872 which says whenever this Act conducts that the Court shall assume a fact, and it shall view such fact as proved, unless and until it stands disproved.[25]

Penalty is Required in Cases of Violation

The free application of Section 3(1) raises the concern of exacting the penalty to infringe the right under S. 3 of the Act. Section 3(2) of the Act declares every anti-competitive agreement as void. The order must remain passed under section 27 of the Competition Act.

Can Consumer/Person be a Party of Anti-Competitive Agreements

The Section 3(1) of the Act among other things precludes an agreement between enterprises and a person creating or is probably going to bring about a considerable impact on competition within India. As the meaning of 'Person' under the Act incorporates an individual, it prompts conceivable interpretation that purchasers can be a party to the anti-competitive agreement. The issue in the matter of whether buyers can be a party against the focused understandings did bring before Competition Commission up for the situation of *Yashoda Hospital and Research Center Ltd*. v. *India Bulls Financial Services Ltd. (IFSL),*[26] the Commission held that for utilization of Section 3 there must be at least two persons and there must be an understanding between them. While deciding, the same case the Gujarat High Court if there should be an occurrence as in *Jai Balaji Industries Ltd. and Ans.* v. *Union of India,*[27] has pointed that the Consumers have no part to play in hostile to focus assertions. In this manner, after these legal declarations, it is entrenched that a customer cannot be a party to any opposed to the focused statement as denied under Section 3 of the Act.

Critical Comments on the issue of anti-competitive agreements with AAEC

[23]Case No. 03 of 2011.

[24]Pratima Singh Parihar, *"Anti-Competitive Agreements- Underlying Concepts & Principles Under the Competition Act, 2002,"* 28 (Competition Commission of India, LL.M. dissertation, National Law Institute University, Bhopal (M.P., 2012).

[25]Section 4 (3) of the Indian Evidence Act, 1872.

[26]Case No. 12 of 2010.

[27]W.P. (C) 5127/2014.

The researcher should analysis the concept of anti-competitive agreements with AAEC in India. There are certain points which are analyzed by the researcher.

1. Competition on the National Level
2. Cartel is a Defect under Competition Law
3. Silent Role on the IPRs
4. Decision
5. Enterprises
6. Trade Associations
7. Practice
8. Appreciable Adverse Effect on Competition

CONCLUSION AND SUGGESTIONS

The above study of anti-competitive agreements with appreciable adverse effect on competition is a consequence of competition. It happens in light of the fact competition reduces the poor performing products or services and leaves just great and exceptional items for the general masses to consume. This particularly favorable position of competition will probably profit the overall public since they would have better quality products and services for maybe less expensive costs. There is a high commonality between competition policy and law one viewpoint and consumer protection policy and law on the other. Now it is broadly recognized that the level of consumer awareness and protection is a real marker of improvement of the nation and progressiveness of current society. In the light of the Act and its plan which not just prohibits anti-competitive agreements which are harmful to the buyers and the market. But it also forbids any agreement which is likely to cause an appreciable adverse effect on competition. During the review of this research, today it is seen that there are various kinds of agreements in which the deal does make. These arrangements may not be entirely vertical or wholly horizontal. In light of the dark area classified, it comes to the experience of the researcher that Section 3(1) has never been summoned independently due to many reasons. On the other hand, it might say that there are no actual reasons for why it should not do invoked freely. Section 3(1) is not only an explanatory provision; it comes under Section 3(2) which declares anti-competitive agreements as void. It is the primary requirement or the genus of prohibitions on anti-competitive agreements. On this account, its application must not remain limited in any way. While passing by the rules of interpretation and the orders given in such manner, it appears to be justified for the Competition Regulator not to lead the way for the inclusion of cases, which might even turn the Commission into a Consumer Court. A broader comprehension of Section 3(1) has many advantages which may exceed the unfavorable consequences. Agreements between an enterprise and consumer can do investigated; hybrid agreements can last brought under investigation; agreements between industries not in the similar chain of production can also mean evaluated under the broad framework of Section 3(1). At the same time, the purchasers or customer associations do additionally give the right to complain about any anti-competitive practices in contradiction of Sections 3(1) and Section 4(1) to the CCI under Section 19(1) of the Act.

Suggestions

On the point of earlier discussions, a few recommendations and proposals including those just mentioned is as below. These should do read the observations and recommendations at the end of each of the preceding sections of this chapter. These, if executed, would help competition work better for the interest of consumer welfare.

- It implies proposed that CCI ought to do given the power to award compensation to the aggrieved consumer, along with punishing the concerned offender.
- The government ought to make and execute rules of punishment more rigid so that manufacturer and retailer reconsider before adopting deceitful practices.
- The government and other customer agencies ought to make forces in the way of promotion and publicity by the district forum, state, and national judiciary set up for customer protection to make many consumers aware about machinery for their greater contribution and to look for justice if there is any occurrence of grievances.
- In the change of procedure ought to be made more logical, sufficiently to be understood by a substantial number of customers. Further procedures should also stand designed as to have easy dealing and quick transfer of cases.
- There ought to be state and sub-state level competition experts and administrative agencies for all sectors.
- Anti-competitive components in legislations like Patent Act should stand reduced under the Act.
- All controllers ought to set up well-functioning Consumers representation and relief mechanisms.

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