


Name: Enrolment No:			
UPES End Semester Examination, December 2024 Course: COMPETITION LAW Semester: V Program: LLB (H) Time : 03 hrs. Course Code: CLCP3003H Max. Marks: 100			
Instructions: ALL QUESTIONS ARE COMPULSORY			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	Define the term acquisition as per the Competition Act, 2002.	2	CO1
Q 2	What is meant by competition advocacy?	2	CO1
Q 3	Describe what is relevant market as per the Competition Act, 2002.	2	CO1
Q 4	What is the constitutional basis for competition laws in the USA?	2	CO1
Q 5	Explain in brief the nature of restrictions on the exercise of IPRs under the Competition Act of 2002.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 6	What constitutes an anti-competitive agreement under Section 3 of the Competition Act, 2002, and how are horizontal and vertical agreements treated differently?	5	CO2

Q 7	Explain the concept of abuse of dominant position under Section 4. Provide examples of practices that may constitute abuse.	5	CO2
Q 8	Elucidate the term combination as per Section 5 of the Competition Act, 2002. List down all the provisions central to the idea of regulation of combination under the Act.	5	CO2
Q 9	Short note: a. Power and Functions of CCI b. The rationale of the leniency regime	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 10	Explain in detail the inquiry process into certain agreements and the dominant position of enterprise by the competition commission in light of cases and statutory provisions.	10	CO3
Q 11	Elucidate and assess the effectiveness of the adjudication mechanism under the Competition Act, 2002.	10	CO3
SECTION-D (2Qx25M=50 Marks)			
Q 12	Under Section 3(3) of the Competition Act, 2002, certain agreements are presumed to have an appreciable adverse effect on competition. However, the proviso to this section states that the presumption does not apply to agreements entered into by way of joint ventures if such agreements lead to an increase in efficiency in production, supply, distribution, storage, acquisition, or control of goods or services. Company X, a manufacturer of electric vehicles, and Company Y, a battery technology firm, enter into a joint venture agreement to produce high-efficiency batteries. This joint venture restricts Company Y from supplying its batteries to any other electric vehicle manufacturers in India. The Competition Commission of India (CCI) receives a complaint alleging that this agreement violates Section 3(3) by restricting competition in the battery market.	25	CO4

	<p>Based on this scenario, answer the following:</p> <p>(A) Explain the concept of the presumption of appreciable adverse effect on competition under Section 3(3) of the Competition Act, 2002.</p> <p>(B) Analyze the significance of the proviso in Section 3(3) for joint venture agreements. Under what conditions can a joint venture agreement be exempt from the presumption of adverse effect?</p> <p>(C) Discuss the factors the CCI would consider to determine whether the joint venture between Company X and Company Y enhances efficiency in the market.</p> <p>(D) Evaluate whether the restriction imposed by Company Y on supplying batteries to other manufacturers can be justified under the efficiency exception.</p> <p>(E) If the CCI finds that the agreement does not meet the efficiency requirements, what remedies can it impose under the Competition Act, 2002?"</p>		
Q 13	<p>Question:</p> <p>"Section 6 of the Competition Act, 2002, mandates that combinations (acquisitions, mergers, and amalgamations) that cross the prescribed thresholds must be notified to the Competition Commission of India (CCI) and cannot take effect until approved. The provision aims to prevent combinations that are likely to cause an appreciable adverse effect on competition (AAEC) in the market.</p> <p>In a recent scenario, Company A, a leading e-commerce platform, proposes to acquire Company B, a dominant logistics company. The combined entity is projected to control over 70% of the logistics market for online retailers. The transaction exceeds the thresholds specified under Section 5 and is duly notified to the CCI as required under Section 6.</p> <p>Upon receiving the notification, the CCI conducts a detailed investigation under Section 29 and consults third parties under Section</p>	25	CO4

	<p>29A. The investigation reveals potential competition concerns, and the CCI seeks modifications to the transaction under Section 30. Ultimately, the combination is approved with certain structural remedies imposed under Section 31.</p> <p>Based on this scenario and the relevant provisions of the Competition Act, 2002, answer the following questions:</p> <p>(A) Explain the thresholds under Section 5 that trigger the notification requirement to the CCI. Why are such thresholds important in regulating combinations?</p> <p>(B) Discuss the role of Section 6 in regulating combinations. How does the provision ensure that competition in the market is preserved?</p> <p>(C) Analyze the investigation process under Section 29 and the significance of third-party consultations under Section 29A in assessing the impact of a combination on competition.</p> <p>(D) What are the possible modifications that the CCI can propose under Section 30? Discuss the balance between promoting business combinations and protecting market competition.</p> <p>(E) Evaluate the remedies available to the CCI under Section 31. In this case, how might structural or behavioural remedies address the competition concerns raised by the combination?</p>		
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