Name: **Enrolment No:**	

UPES

End Semester Examination, December 2025

Course: COMPETITION LAW **Semester: IX**
Program: BA-BBA-BCOM-LLB **Time : 03 hrs.**
Course Code: CLCC5015 **Max. Marks: 100**

Instructions: ALL QUESTION ARE COMPULSORY

S. No.		Marks	CO
	SECTION A **(5Qx2M=10Marks)**		
Q 1	Define the concept of agreements as mentioned under the Competition Act, 2002.	**2**	**CO1**
Q 2	State the exempted categories mentioned in the definition of enterprise as per 2(h) of Competition Act, 2002.	**2**	**CO1**
Q 3	List the functions of Competition Commission of India.	**2**	**CO1**
Q 4	Identify the contributory factors for establishment of dominant position under Competition Act, 2002.	**2**	**CO1**
Q 5	Enumerate any one important feature of the Competition Ammendemnt Act, 2023.	**2**	**CO1**
	SECTION B **(4Qx5M= 20 Marks)**		
Q 6	"Competition is not only the basis of protection to the consumer but is the incentive to progress." – Herbert Hoover Explain in detail the statutory framework of Appreciable Adverse Effect on Competition (AAEC) under the Competition Act, 2002.	**5**	**CO2**
Q 7	The essence of competitiveness is liberated from constraints." – Michael Porter	**5**	**CO2**

	Summarise what is the effects doctrine in the context of competition laws.		
Q 8	Compare: a. Per se rule and Rule of Reason b. Leniency and Leniency plus regime	**5**	**CO2**
Q 9	Clarify what is "*first-in*" advantage under a leniency regime, and why is it considered central to its effectiveness?	**5**	**CO2**
SECTION-C (2Qx10M=20 Marks)			
Q 10	*"A cartel is a conspiracy against the public" – Theodore Roosevelt* Cartels are considered the most pernicious form of anti-competitive conduct across global competition regimes. With reference to Section 3(3) of the Competition Act, 2002, explain in detail the legal, economic, and evidentiary foundations for treating cartelisation as a per se anti-competitive practice.	**10**	**CO3**
Q 11	*"In the long run, competition makes everything better." – Bill Gates* Discuss and Demonstrate detail why certain horizontal agreements such as price-fixing, limiting production, market allocation, and bid-rigging are presumed to cause AAEC under Section 3(3), whereas vertical agreements under Section 3(4) require a case-by-case (rule-of-reason) analysis.	**10**	**CO3**
SECTION-D (2Qx25M=50 Marks)			
Q 12	*TechKart Online Services Ltd.* is a leading e-commerce marketplace in India controlling about 58% of the market for online retail intermediation. The platform operates a dual model—marketplace services for independent sellers and private-label products sold through its subsidiary, *KartBasics Pvt. Ltd.* Over the last two years, multiple sellers have complained that TechKart uses its algorithmic ranking tools	**25**	**CO4**

to downrank rival products, extracts non-transparent data from sellers, and gives preferential treatment to its own private-label items through exclusive “Buy Box” placement. Further, TechKart has imposed parity clauses requiring sellers not to sell at lower prices on competing platforms.

Sellers also allege that TechKart uses real-time data from third-party sellers to identify products that show rising demand, after which its subsidiary launches identical private-label products at predatory prices for at least six months to drive independent sellers out of the market. TechKart argues that its conduct constitutes legitimate competitive behaviour, that digital markets require integration for efficiency, and that algorithmic optimisation is not discriminatory.

Assume that the *Director General’s (DG) investigation report* confirms that:

(a) TechKart possesses significant market power reinforced by network effects and access to large volumes of user data;

(b) algorithmic tools were programmed to favour TechKart’s own private labels;

(c) parity clauses limited sellers’ ability to offer discounts elsewhere; and

(d) predatory pricing strategies were coordinated by TechKart’s subsidiary with cross-subsidisation from other profitable segments.

Using Section 4 of the Competition Act and relevant Indian/economic jurisprudence, analyse whether TechKart’s conduct amounts to abuse of dominance. Discuss:

A. The determination of the *relevant market*.
B. Assessment of *dominance* in data-driven, multi-sided digital markets.
C. Whether algorithmic self-preferencing, parity clauses and predatory pricing constitute abuse.
D. Justifications offered by TechKart and whether efficiency defences apply.

	E. Appropriate remedies (behavioural/structural) the CCI may impose.		
Q 13	*Medilife Hospitals Ltd.*, a major healthcare chain, quietly acquires 32% shares of *BioCure Diagnostics Pvt. Ltd.*, a diagnostics firm with whom it has deep vertical relationships. The transaction meets the filing thresholds, but the parties do not notify the CCI under Section 6(2). Instead, they immediately integrate operations Medilife begins exclusive referrals to BioCure labs, and BioCure stops supplying diagnostic kits to rival hospitals. Six months later, CCI issues a notice alleging gun-jumping under Sections 6(2) and 6(2A). The parties argue that the transaction was merely a "strategic investment," not conferring decisive influence or control, and therefore was not notifiable. They also claim that integration was undertaken solely for patient benefit. Discuss: 1. whether the acquisition constitutes a "combination" within the meaning of Sections 5 & 6? 2. The tests for control in merger review (positive, negative, material influence) 3. Whether the parties' conduct amounts to gun-jumping? 4. The relevance of Phase-II investigation under Section 29 given the vertical foreclosure risks. 5. Potential penalties.	**25**	**CO4**