Competition Matters

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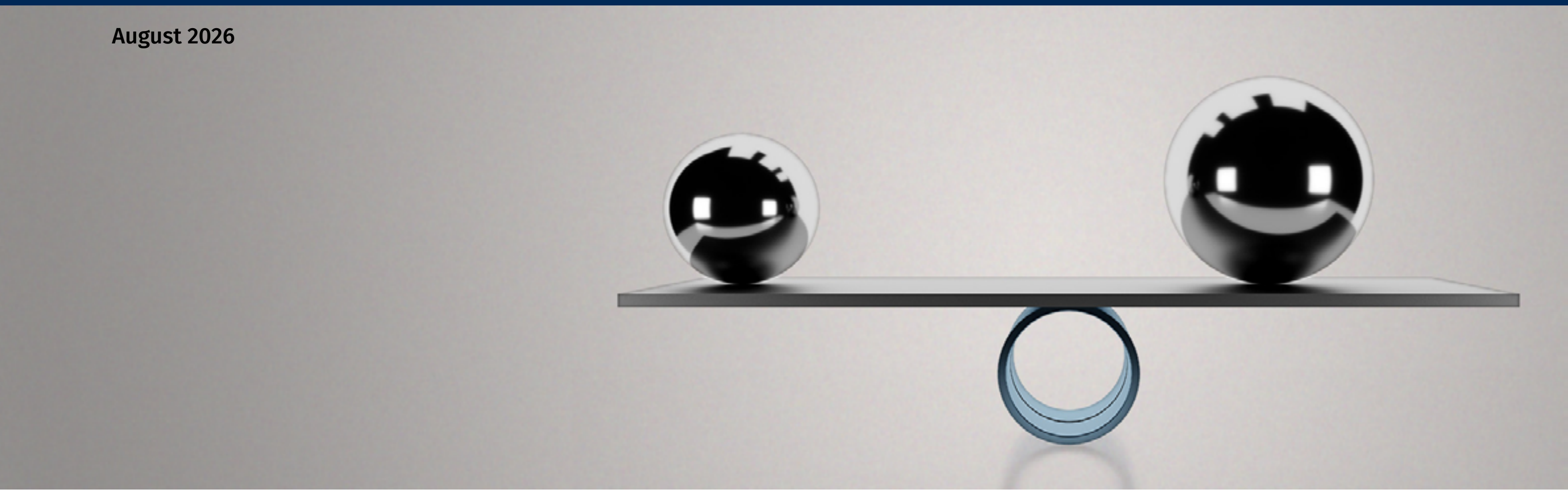

Indian Competition Law Roundup – June and July 2026

In this Roundup, we highlight some important developments in Indian competition law in June and July 2026.

In summary:

- The Rajya Sabha Committee on Subordinate Legislation released its report reviewing the Competition Commission of India's (***CCI***) commitment, settlement, determination of turnover, and determination of penalty frameworks, making nine recommendations, including periodic benchmarking against global best practices, strengthening advocacy and outreach (particularly on settlements/commitments and *suo motu* powers), strengthening investigations and evidence-gathering to withstand appellate scrutiny, and continuing to conduct regular structure market studies.
- The CCI penalised HP India Sales Private Limited (***HP India***) and various resellers for bid-rigging and collusive bidding in Government e-Marketplace tenders floated by Delhi-based procurers for personal system products valued above INR 1 crore, imposing a penalty of INR 126.87 crore (approx. USD 13.3 million) on HP India.
- In a companion order, the CCI also penalised HP India and all sixteen investigated resellers for cartelisation in the sale and supply of ink and toner cartridges and other consumables.
- The CCI held four truck associations and twelve office bearers liable for fixing freight rates for the transportation of mineral carrying goods and restricting independent transporters from operating in mining areas in Odisha.
- The CCI invited public comments on InterGlobe Aviation Limited's commitment proposal relating to the CCI's investigation of IndiGo's large-scale flight cancellations in December 2025.
- The CCI found a *prima facie* case of vertical restraints and abuse of dominance by Mrs. India Inc. in the market for beauty pageants for married women in India, and directed the Director General (***DG***) to investigate.
- The CCI dismissed various allegations against Eternal Limited (formerly Zomato Limited), including those of charging excessive commission and imposing arbitrary platform fees, finding no *prima facie* case of contravention of the Competition Act, 2002 (***Competition Act***).
- The CCI dismissed abuse of dominance and bid-rigging allegations against the Airports Authority of India, Ministry of Civil Aviation and Delhi International Airport Limited in relation to non-core security functions at Indira Gandhi International Airport.
- The High Court of Telangana declined to interfere with the CCI's procedural order in the proceedings against All India Organisation of Chemists and Druggists and pharmaceutical manufacturers, holding that the order was merely procedural in nature. However, the CCI subsequently closed the investigation.
- The High Court of Delhi upheld the validity of a disciplinary charge-sheet issued to a CCI official, rejecting procedural challenges to the CCI's exercise of disciplinary jurisdiction.

Legislative and Regulatory Developments

Rajya Sabha Committee releases its report on the CCI's frameworks

The Rajya Sabha Committee on Subordinate Legislation (***Committee***) released its 257th Report reviewing the implementation and effectiveness of: (i) Competition Commission of India (Commitment) Regulations, 2024; (ii) Competition Commission of India (Settlement) Regulations, 2024; (iii) Competition Commission of India (Determination of Turnover or Income) Regulations, 2024; and (iv) Competition Commission of India (Determination of Monetary Penalty) Guidelines, 2024 (***Monetary Penalty Guidelines***).

The Committee made nine recommendations: (i) periodical review of the competition law frameworks, benchmarked against global best practices; (ii) strengthening advocacy and outreach to address the decline in *suo motu* cases, including publicising the benefits of settlement / commitment mechanisms; (iii) enhanced protection for MSMEs and start-ups through more vigorous enforcement; (iv) rigorous enforcement of the Monetary Penalty Guidelines' treatment of repeated contraventions as an aggravating factor, given concern that repeat violations risk becoming a mere "cost of doing business"; (v) strengthening investigations and evidence-gathering to improve the durability of CCI orders on appeal, despite the CCI's strong (98%+) penalty recovery record; (vi) transparent, consistently-applied penalty calculation methodology disclosed in each order; (vii) continued capacity-building for CCI officers on emerging technologies, contemporary competition issues and international best practices; (viii) formal inter-regulatory coordination with sectoral regulators; and (ix) continued structured, regular market studies.

Anti-Competitive Agreements

CCI penalises HP India and resellers for cartelisation in tenders for personal computers

On 13 July 2026, the CCI held HP India Sales Private Limited (***HP India***), the original equipment manufacturer (***OEM***) of HP personal computers, together with five resellers, liable for bid-rigging and collusive bidding in Government e-Marketplace (***GeM***) tenders for personal system products.[1]

The case originated from a lesser-penalty application filed by HP India, following which the CCI directed the DG to investigate Delhi-region GeM tenders above INR 1 crore for personal system products. The DG found that HP India's officials dictated bid prices to resellers, restricted issuance of Manufacturer's Authorisation Forms (***MAFs***) to control which reseller would win a given tender, and in some cases participated directly in tenders while possessing knowledge of resellers' quoted prices, an informational advantage that, combined with the GeM reverse-auction format, incentivised coordination to ensure at least one HP reseller remained in each auction until its close.

The CCI rejected arguments that HP India and its resellers, being in a vertical relationship, fell outside Section 3(3) of the Competition Act, holding that both parties competed as horizontal bidders in the same tenders for the purposes of the alleged conduct.

After applying lesser-penalty reductions for HP India's disclosures, admissions, cooperation and first-time offender status, the CCI imposed a penalty of INR 126.87 crore (approx. USD 13.3 million) on HP India, and smaller penalties on the liable resellers, after accounting for their MSME status and dependency on HP India. Individual liability was imposed on HP India's managing director and six other officials, as well as on named individuals at two of the liable resellers. The CCI issued cease-and-desist directions and required the contravening parties to institute competition-compliance training and report compliance within 60 days.

Importantly, in its order the CCI clarified that the protection over the identity of the lesser penalty applicant is not perpetual and is available only during the period of inquiry. The identity of such an applicant is disclosed in the final order for two reasons: (i) to ensure transparency and uphold due process / rights of other implicated parties; and (ii) to explain the factual legal basis of conclusions reached and fines imposed, reduced or waived in terms of evidence provided.

CCI penalises HP India and sixteen resellers for cartelisation in tenders for ink and toner

In a companion order dated 13 July 2026, arising from the same HP India lesser-penalty application, the CCI held HP India and all sixteen of its investigated Tier-2 resellers of ink and toner cartridges and other consumables (***HP Supplies Products***) liable under Section 3 of the Competition Act for cartelisation in GeM tenders above INR 20 lakh.[2]

Unlike the companion personal-systems case, HP India did not directly participate in these tenders, but the DG's investigation (based on tender documents, emails, WhatsApp chats from two groups, and video of a meeting at HP India's Connaught Place office) found HP India had coordinated with resellers to preserve pre-existing "Most Valuable Customer" (***MVC***) account allocations after GeM's introduction, by selectively issuing Manufacturer's Authorisation Forms (***MAFs***), controlling discounts, and facilitating cover / support bids across 29 tenders during 2017-2020.

The CCI rejected HP India's contention that it was merely a passive facilitator coerced by resellers, finding instead that HP India monitored and controlled reseller pricing / discounts, had adequate legal alternatives to any alleged coercion but chose to participate, and had a direct financial incentive. Accordingly, the CCI declined to grant HP India a full 100% lesser-penalty reduction despite it being the first applicant.

The CCI also found a consistent pattern of paired "sister entities" (often controlled by a single family) in which one entity held the MVC account and won tenders, while the related entity submitted cover bids merely to satisfy GeM's minimum-participation rule, holding that non-winning resellers were equally liable for providing such support bids.

1 *In Re: Cartelisation by HP India Sales Private Limited and its resellers in tenders for personal system products*, CCI, Suo Moto Case No. 07 of 2020 (13 July 2026).

2 *In Re: Cartelisation by HP India Sales Private Limited and its resellers in tenders for HP supplies products*, CCI, Suo Moto Case No. 08 of 2020 (13 July 2026).

The CCI imposed a penalty of INR 11.98 crore (approx. USD 1.26 million) on HP India, and further penalties on the sixteen resellers, calculated on average relevant turnover for FY2017-18 to FY2019-20 with reductions for MSME status, cooperation and first-time contravention. Individual liability was imposed on named officials of HP India and three resellers. The CCI issued cease-and-desist directions and required compliance training and reporting within 60 days.

CCI holds truck associations liable for freight rate-fixing and market exclusion

On 9 June 2026, the CCI held four truck associations and 12 of their office bearers liable under Section 3 of the Competition Act, based on an information filed by the Indian Steel Association (***ISA***).[3] The ISA alleged that, given the near-total dependence on road transport for moving iron ore and other raw materials from Odisha mines (owing to a shortage of railway rakes), the trade associations had: (i) fixed freight rates through their own rate charts well above the Odisha State Transport Authority's (***STA***) notified maximum rates (in some cases by up to 500%, unrelated to diesel price movements); (ii) required independent transporters to register with the associations before operating in mining areas; and (iii) mandated the exclusive use of smaller trucks, inflating per-unit transport costs.

The DG's investigation found evidence of coordinated freight-rate fixing through inter-association meetings, enforced through threats against non-compliant transporters, and of a mandatory registration regime that excluded independent, non-member transporters. However, the DG found the truck-capacity allegation to be unsubstantiated. The CCI agreed with the DG on all three findings, reiterating that an anti-competitive "agreement" need not be formal or written and can be inferred from conduct and surrounding circumstances. 12 individual office bearers were held liable for attending the relevant meetings and signing the freight-rate circulars.

The CCI issued a cease-and-desist order but deferred the imposition of monetary penalties pending receipt of the parties' financial details.

Abuse of Dominance

CCI invites public comments on IndiGo's commitment proposal

On 23 July 2026, the CCI invited public comments on a commitment proposal submitted by InterGlobe Aviation Limited (***IndiGo***) under Section 48B of the Competition Act.[4] In February 2026, the CCI had directed the DG to investigate IndiGo's large-scale flight cancellations in early December 2025, in which the CCI formed a *prima facie* view that IndiGo had contravened the Competition Act by restricting consumer access / choice and withholding services during the disruption.

IndiGo's commitment proposal applies to any future "Large-scale Disruption" (cancellation of more than 30% of planned daily capacity, excluding force majeure events) and comprises five categories of commitments: (i) activation of a Crisis Management Group within 15 minutes (virtually) and one hour (physically), with periodic mock drills reported to the CCI on request; (ii) temporary release of domestic landing / departure slots to airport authorities during a disruption, with correspondence shared with the CCI on request; (iii) strengthening of passenger-handling policies (documented, published and periodically reviewed), additional vendor support for meals / water / transport, and real-time status updates on IndiGo's website / mobile app; (iv) the following to be provided at no additional cost: alternative flights within 48-72 hours without fare difference, automatic refunds and applicable compensation, meals / hotel / transport support, priority support for vulnerable passengers, and price protection capping fares during a disruption; and (v) a dedicated passenger grievance-redressal mechanism, including a 24x7 "Customer Experience War Room" targeting complaint resolution within 48-72 hours, with data to be provided to the CCI on request.

IndiGo submits that commitments (i) and (ii) address the supply-limitation concern and the unfair-conditions concern, while commitments (iii) to (v) address the unfair-conditions concern, and that the package is adequate and proportionate to fully resolve the CCI's concerns.

The commitment proposal is open for public comments until 13 August 2026.

CCI orders investigation into beauty pageant organiser Mrs. India Inc.

On 2 June 2026, the CCI found a *prima facie* case of contravention of the Competition Act by Mrs. India Inc., a sole proprietorship that organises the annual 'Mrs. India' beauty pageant for married women, and holds the exclusive pan-India licences for major international 'Mrs.' pageants (Mrs. World, Mrs. Globe, Mrs. Earth, Mrs. Galaxy, Mrs. International Summit) and a non-exclusive licence for Mrs. Universe.[5]

The information was filed by a runner-up in the 2024 Mrs. India competition, who alleged she was required to pay for undisclosed, compulsory "training packages", asked to contribute to a charity run by the organiser's owner, and later made to sign a Non-Disclosure Agreement, Participants' Terms and Conditions. The informant also alleged that, after winning, she was made to sign a Winners' Terms and Conditions agreement containing onerous terms, including: (i) a five-year bar on participating in any other pageant; (ii) a five-

3 *Indian Steel Association v. Bhadrasahi/Guali Truck Association & Ors.*, CCI, Case No. 21 of 2022 (9 June 2026).

4 *Kartikeya Rawal v. InterGlobe Aviation Limited*, CCI, Case No. 44 of 2025 (23 July 2026).

5 *Rinima Borah Agarwal v. Mrs. India Inc.*, CCI, Case No. 12 of 2025 (2 June 2026).

year "cooling-off" period placing her professional engagements under the organiser's sole control; (iii) a requirement that all third-party contracts and appearances receive the organiser's prior written approval; (iv) a 15% "talent management fee" on third-party earnings; and (v) free, indefinite rights for the organiser to use her image. The informant also alleged the organiser had cartelised with the international 'Mrs. Globe' organisers to pre-determine winners.

The CCI found no evidence of any agreement between Mrs. India Inc. and the Mrs. Globe organisers, so no case of cartelisation under Section 3(3) of the Competition Act was made out. However, the CCI held that the tie-in requirement to support only an organiser-approved social cause fell within Section 3(4)(a) of the Competition Act, and the prohibition on participating in, or promoting, other pageants amounted to exclusive dealing, as these were vertical (not horizontal) arrangements. On market definition, the CCI held that beauty pageants for married women constitutes a distinct relevant market. Based on its exclusive licence portfolio, national reach, media visibility, longevity and self-description (and an admission made before the Bombay High Court regarding its sole franchise rights), the CCI found Mrs. India Inc. to be dominant in the market, notwithstanding the absence of published market-share data.

The CCI held that several terms in the agreements *prima facie* amounted to abuse of dominance. The CCI accordingly directed the DG to investigate the alleged contraventions of Sections 3 and 4 of the Competition Act.

CCI dismisses allegations against Zomato

The CCI dismissed an information filed by an individual consumer against Eternal Limited (formerly Zomato Limited), alleging contravention of Sections 3 and 4 of the Competition Act in relation to pricing practices, platform fees, delivery charges, restaurant commissions and the adoption of "drip pricing" methodology on the Zomato food-delivery platform.[6]

The CCI held that allegations concerning platform / delivery fees were properly examinable, if at all, under Section 4 (abuse of dominance) rather than Section 3, and found no *prima facie* case under either provision. It reasoned that online food delivery is a multi-sided platform business distinct from direct restaurant purchase, involving genuine additional services (platform and delivery services) that justify a price differential. The CCI also found that "drip pricing" (revealing charges progressively before checkout) did not raise a competition concern where the additional charges reflected genuine services and consumers retained the option to abandon the order before payment. Therefore, the CCI closed the case under Section 26(2) of the Competition Act.

CCI dismisses abuse of dominance allegations over airport security tendering

The CCI dismissed an information filed by the director of a security services company against the Airports Authority of India (***AAI***), the Ministry of Civil Aviation (***MoCA***) and Delhi International Airport Limited (***DIAL***).[7] DIAL is a joint-venture consortium between the GMR Group (***GMR***) and AAI, which operates the Indira Gandhi International Airport (***IGIA***) under a 30-year Operation, Management and Development Agreement (***OMDA***). The informant alleged that DIAL had, for two decades, awarded non-core security contracts to RAXA Security Services Limited (***RAXA***), a GMR subsidiary, without a genuine competitive tender, in violation of Section 4 of the Competition Act.

DIAL contended the information was misleading, that the informant's company was not even a participating bidder and had itself been debarred for collusive bidding elsewhere, that the claim was time-barred, and that it had in fact conducted five competitive tender processes in which RAXA emerged as lowest bidder, each supported by an independent auditor's report and board approval.

Upon examination of the tender issued in 2025, the CCI found no substantive material demonstrating unfair conditions, noting that the 2020 and 2025 tenders involved multiple bidders and full compliance with OMDA bidding safeguards, including published notices, a two-bid system, technical evaluation and financial-bid opening before the probity auditor. On the related-party allegations, the CCI reviewed the evidence and found the tender had been awarded to RAXA in compliance with the OMDA and on an arm's-length basis.

Reiterating that a procurer's commercial choices should not be disturbed absent an anti-competitive concern, the CCI held that no *prima facie* case was made out and closed the matter.

Jurisdictional and Procedural Developments

High Court declines to interfere with CCI's procedural order; CCI closes proceedings

On 10 June 2026, the High Court of Telangana dismissed a writ petition filed by Dr. Reddy's Laboratories Limited (***Dr. Reddy's***) challenging the CCI's order which directed parties to file objections to the DG's investigation report and furnish audited financial statements for FY 2021-22 to FY 2023-24.[8]

The underlying proceedings arose out of allegations that the All India Organisation of Chemists and Druggists (***AIOCD***) and various pharmaceutical manufacturers, including Dr. Reddy's, required no-

6 *R. Suresh v. Eternal Limited*, CCI, Case No. 22 of 2026 (23 July 2026).

7 *Swam Kartik Sharma v. Airports Authority of India & Ors.*, CCI, Case No. 27 of 2025 (16 July 2026).

8 *Dr. Reddy's Laboratories Limited v. Competition Commission of India & Ors.*, High Court of Telangana, Writ Petition No. 25689 of 2024 (10 June 2026).

objection certificates (***NOCs***) before stockist appointments and charged Product Information Service (***PIS***) fees, amounting to a cartel. The DG's April 2024 report (following an investigation substantially delayed by a High Court of Karnataka stay from 2012-2022) found Dr. Reddy's had contravened Section 3 of the Competition Act.

Dr. Reddy's argued, among other contentions, that: (i) the DG's report was vitiated by unexplained delay of about 20 months even after excluding the stay period; and (ii) requiring recent (FY2021-24) financial statements for conduct dating to 2009-2012 improperly and retrospectively applied the Monetary Penalty Guidelines.

The High Court of Telangana held that the challenged order was purely procedural, forming part of a continuing inquiry, and did not warrant interference at an intermediate stage. It held that delay in the DG's report did not void the investigation, since the legislation permits time extensions, and the Competition Act contains a saving provision that prevents proceedings from being invalidated merely on account of procedural irregularities that do not go to the merits of the case. Further, the direction to furnish financial statements was procedural and premature to challenge, particularly since the CCI had separately also directed Dr. Reddy's to furnish FY2009-10 to FY2013-14 financials, undercutting the apprehension that penalty would be based solely on recent turnover. All merits-based issues were left for determination by the CCI and, if necessary, the appellate tribunal.

However, on 29 June 2026, the CCI closed its investigation into AIOCD and the other parties, departing from the DG's report.[9] The CCI found that the DG's evidence base was substantially historical (2009-2012) and that AIOCD had already been directed to discontinue these practices in earlier CCI orders. The CCI noted that several companies had demonstrated that the NOC was not mandatory, PIS payments were described as voluntary rather than compulsory, and that no post-January-2014 instances of mandatory PIS or organised boycotts were established. The CCI accordingly found the DG's findings against the parties were unsustainable for want of evidence of continuing, mandatory or coercive conduct, and held that no contravention of Section 3 was made out.

High Court of Delhi upholds validity of disciplinary charge-sheet issued to CCI official

On 1 July 2026, the High Court of Delhi disposed of a writ petition filed by Vijay Bishnoi, a suspended Deputy Director (Law) at the CCI, who was challenging a memorandum of charge in connection with allegations of tampering with statements recorded during search-and-seizure proceedings conducted by the DG's office.[10]

Mr. Bishnoi alleged various procedural irregularities in the issuance of the charge-sheet, and also alleged natural justice violations relating to non-supply of certain documents.

The High Court of Delhi rejected the petition on merits, finding that the CCI had approved the charge-sheet as per legal requirements. The court declined to conduct a document-by-document review of the procedural grievances, directing that the CCI should consider these before passing its final order.

9 *Kailash Gupta (on behalf of All India Chemists and Distributors Federation) v. All India Organisation of Chemists and Druggists and Ors.*, CCI, Case No. 6 of 2012 (29 June 2026).

10 *Vijay Bishnoi v. Competition Commission of India and Ors.*, High Court of Delhi, W.P.(C) 15601/2024 (1 July 2026).

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