VIGILANCE

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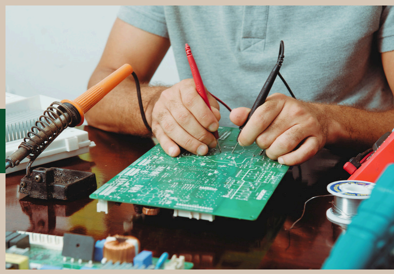
Vigilance embodies the core principle of the Centre for Competition and Consumer Protection Law (CCCPL). We strive to ensure fair competition, protect consumer rights, and promote a level playing field for all.



ABOUT RGNUL

The Rajiv Gandhi National University of Law (RGNUL), Punjab, was established by the State Legislature of Punjab by passing the Rajiv Gandhi National University of Law, Punjab Act, 2006 (Punjab Act No. 12 of 2006). The Act incorporated a University of Law of national stature in Punjab, to fulfill the need for a Centre of Excellence in legal education in the modern era of globalization and liberalization. In 2015, RGNUL became the first and the only NLU to have been accredited by the National Assessment and Accreditation Council (NAAC) with an 'A' grade. In 2018, RGNUL was amongst the four NLUs to have been granted an autonomous status by the University Grants Commission and has been ranked among the top law schools in India in the National Institutional Ranking Framework (NIRF), by the Union Ministry of Human Resource Development, Government of India.

ABOUT CCCPL

The Centre for Competition and Consumer Protection Law is a research centre dedicated to advancing understanding and promoting awareness of competition and consumer protection laws. This initiative is driven by a passionate group committed to ensuring a fair and competitive marketplace. Through their research and advocacy efforts, the center aims to contribute to the development of sound legal frameworks that protect consumers and foster healthy competition. By engaging in academic research, policy analysis, and outreach activities, the center will play a vital role in shaping the legal landscape and safeguarding the interests of both consumers and businesses.

PREFACE

The Centre for Competition and Consumer Protection Laws (CCCPL) has been established with the vision of fostering advanced research and studies in the dynamic fields of Competition and Consumer Protection Laws. With the ever-increasing growth and complexities of the economy, competition and consumer protection laws have emerged as pivotal areas in ensuring market efficiency, healthy competition, fair trade practices, and most importantly consumer welfare. The centre seeks to address critical legal and regulatory challenges across various domains such as antitrust laws, market regulation, consumer rights, and e-commerce, among others.

A primary objective of CCCPL is to institutionalize interdisciplinary research and learning in competition and consumer laws while providing a robust platform for students aspiring to excel in these areas. To achieve its goals and vision, the centre aims to actively collaborate with industry experts, regulatory bodies, academicians, and practitioners to offer practical insight on the subject matter and bridge the gap between theoretical knowledge and its application in the real world.

Recognizing that aspiring professionals in these fields must stay informed of the latest developments, CCCPL is committed to the dissemination of information and knowledge. As part of this endeavour, the centre has introduced a monthly newsletter, Vigilance to keep readers updated on the latest news, amendments, policy changes, and case laws in the fields of Competition and Consumer Protection Laws. In addition to providing updates, the centre delves into legal concepts mentioned in the news pieces, presenting them in a simplified manner to ensure that readers not only stay informed but also develop a clear understanding of the subject matter.

We, the faculty coordinators of CCCPL congratulate the entire team of members led by Ms. Sanya Kanwar for their tireless efforts in compiling and designing the **Volume 1 Issue 4** of Vigilance.

Dr. Ankit Srivastava
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INDIAN TRIBUNAL STAYS WHATSAPP'S FIVE-YEAR DATA SHARING BAN

By- Srishty Bajaj, RGNUL Batch of 2029.

INTRODUCTION

The New Delhi National Company Law Appellate Tribunal has put a five-year prohibition on data sharing between Meta and WhatsApp in abeyance that was imposed by the Competition Commission of India. The development follows Meta and WhatsApp filing an appeal with the National Company Law Appellate Tribunal (NCLAT) against the decision which termed their data-sharing practices anti-competitive.

BACKGROUND

The controversy over WhatsApp's data sharing began in 2016 when it revised its privacy policy to allow the exchange of data, including IP addresses and phone numbers, following its acquisition by Meta. WhatsApp first provided an opt-out, but in 2021 it required data sharing, drawing regulatory attention.

The CCI concluded in March 2024 that WhatsApp's "all-or-nothing" approach was in violation of section 4 of the Competition Act, 2002. WhatsApp was barred from using Meta, and Meta was fined INR 2.13 billion (USD 24.7 million).

META AND WHATSAPP APPEAL AGAINST THE RULING

In January 2025, Meta and WhatsApp filed an appeal with NCLAT, arguing that the CCI did not have the power to regulate data privacy. Referring to a 2023 Supreme Court judgment which allowed users to opt out of sharing their data but still avail themselves of WhatsApp, they contended that the judgment was based on speculative harm. Meta further pointed out that a ban would adversely impact its 500 million WhatsApp users and 350 million Facebook users in India.

NCLAT’S INTERIM RELIEF AND FINANCIAL PENALTY

On 23 January 2025, the tribunal issued a stay of the CCI's order but allowed data transfer to continue till the appeal was dealt with. However, it did confirm the financial penalty by requiring Meta to pay half the fine imposed on it.

The stay by the tribunal provides temporary relief, but the legal battle continues. India's internet platforms may face stricter regulation if the CCI's prohibition is confirmed. If reversed, it might limit the authority of the CCI over data privacy and transfer accountability to specific data protection legislation.

BALANCING CONSUMER PROTECTION AND COPORATE INTEREST- EXPLAINER

In a just economy, India needs to balance corporate interests and consumer protection. Consumer protection ensures that a person is protected from foul goods, high prices, and fraudulent practices by business. One of the most crucial pieces of legislation that protects consumer rights, such as information, safety, and remedies, is the Consumer Protection Act of 2019. The law charges companies with faulty goods and services and equips consumers with complaint redress mechanisms.

However, a high degree of regulation may even kill innovation and company growth. Because companies also need space for efficient operation and profit generation while investing in innovative products, their interests are crucial for the general health of an economy. Such competition is safeguarded by the Competition Act 2002 by ensuring that enterprises compete fairly so that they would not abuse market power to disadvantage customers. It is the Competition Commission of India that regulates practices that run counter to market competition, such as price-fixing and anti-competitive agreements.

The balanced strategy could be that enforcing consumer protection rules stops exploitation while allowing the companies to expand and compete. Self-regulation, ethical business conduct, and CSR all might help to achieve this. Effective dispute resolution procedures, consumer education, and transparent policies must be in place to preserve this equilibrium. These regulations must change with the ever-changing Indian market in order to protect the rights of consumers as well as the businesses themselves.

SOURCES - REUTERS

SUPREME COURT MANDATES PRIOR CCI APPROVAL FOR RESOLUTION PLANS INVOLVING MERGERS

By- Kashyap Pandita, RGNUL Batch of 2029.

The Supreme Court of India in Independent Sugar Corporation Limited v. Girish Sriram Juneja & Ors., held that any resolution plan filed under the IBC, 2016, which involves merger or acquisition, requires prior approval from Competition Commission of India (CCI) to be considered by the CoC. The ruling, delivered in a 2:1 majority, emphasizes the necessity of aligning insolvency resolution processes with competition laws to prevent anti-competitive practices and safeguard market fairness. The case arose from a dispute concerning the resolution plan for Hindustan National Glass and Industries Ltd. (HNGIL).

The Supreme Court set aside the CoC's approval of a resolution plan involving a merger with AGI Greenpac, citing non-compliance with Section 31(4) of the IBC, which mandates prior approval from the Competition Commission of India (CCI) for plans involving combinations. This landmark ruling emphasizes that compliance with competition laws is binding in insolvency proceedings, ensuring market dynamics are not compromised during corporate recoveries.
While the decision adds procedural steps that may extend timelines, it balances financial recovery with market integrity. Justice S.V.N. Bhatti dissented, arguing that the requirement for prior CCI approval could be considered directory, cautioning against delays in resolution. However, the majority opinion prevailed, harmonizing the IBC with the Competition Act and reinforcing transparency, accountability, and fair competition as core principles in India's corporate governance framework.

CORPORATE INSOLVENCY RESOLUTION PLAN - EXPLAINER

The Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code (IBC), 2016, is a framework designed to address corporate financial distress. It facilitates the revival of distressed companies through restructuring and, where revival is not feasible, ensures the liquidation of assets to maximize recovery.

CIRP can be initiated by financial creditors, operational creditors, or the corporate debtor itself by filing an application with the National Company Law Tribunal (NCLT) for defaults of ₹1 crore or more. Once the application is admitted, a moratorium is imposed, halting all recovery actions, and an Interim Resolution Professional (IRP) is appointed to manage the company until confirmed or replaced by the Committee of Creditors (CoC).

The CoC, consisting solely of financial creditors, plays a central role in CIRP by overseeing the process and voting on resolution plans. The Resolution Professional (RP), appointed after the IRP's confirmation, solicits resolution plans from bidders. These plans outline strategies for debt repayment, such as restructuring, new investments, or mergers. The resolution plan must comply with Section 30(2) of the IBC, prioritizing statutory dues and operational creditors' claims.

A resolution plan requires approval from at least 66% of the CoC members. If the proposed plan involves mergers or acquisitions exceeding specified thresholds, prior approval from the Competition Commission of India (CCI) is mandatory to ensure compliance with competition laws. If no resolution plan is approved within the prescribed timeline of 330 days, the company proceeds to liquidation.

CIRP is time-sensitive, striking a balance between the interests of creditors and the economic need to address financial distress promptly. The framework ensures compliance with regulatory provisions, protects market integrity, and provides a structured mechanism for resolving insolvency efficiently.

SOURCES - Live Law,

CCI IMPOSED PENALTY ON GOLDMAN SACHS OF 40 LAKHS FOR FAILING TO NOTIFY BIOCON INVESTMENT.

By- Deepali Bisht, RGNUL Batch of 2029.

INTRODUCTION

The Competition Commission of India has held Goldman Sachs Alternative Investment Management Private Limited (GS AIMPL) liable for the violation of the Competition Act, 2002. The reason being the non-accordance of the company to notify the commission about its investment in Biocon Biologics Limited. The investment manager of Goldman Sachs AIF, Goldman Sachs (India) Alternative Investment Management Pvt ltd, was fined for violating Section 6(2) of the Competition Act, which requires prior clearance for specific combinations.

THE DISPUTE

The dispute concerns the November 2020 optionally convertible debentures (OCDs) that Goldman Sachs purchased in Biocon Biologics. If the investment had been converted, Goldman Sachs would have had a fully diluted interest of 3.81% in Biocon. A Securities Subscription Agreement and a Shareholders Agreement (SHA) were used to complete the deal, giving Goldman Sachs access to the premises and minutes of board meetings, among other rights.

The CCI contended that Goldman Sachs failed to provide the requisite information of the investment to the Commission under Section 6(2) of the Competition Act. After determining the rights granted to Goldman Sachs under the SHA, the Commission found it was a calculative investment rather than a passive one and the rights acquired were not similar to that of a regular shareholder.

In response to this, the Goldman Sachs contended that, the transactions were a regular transaction took place during the ordinary course of its business, supporting the claim that its participation was just ordinary. Additionally, it argued that Biocon's operations were not subject to control or material influence by the rights given under the SHA. In support of their investment in Biocon, Goldman Sachs claimed that the deal was solely an investment.

However, the Commission ruled that the rights of the Goldman Sachs were not ordinary. The Commission noted that having access to board meeting minutes gave them exclusive knowledge of Biocon's financial information and strategic objectives. Further, “reserved matter rights” and “information rights,” had been acquired by the Gold Sachs, which proves that the intentions behind the investment was not ordinary and not for short term. The Commission emphasized that for typical commercial transactions, the "frequent, routine, and usual" test takes into account the investor's position as well as the length of the investment. A longer-term investment with rights beyond those of a typical shareholder does not meet the criteria for a "ordinary course of business" transaction, according to the CCI. Thus, CCI imposed penalty on Goldman Scahs of 40 lakhs.

SECTION 6(2) AND SECTION 43(A) OF THE COMPETITION ACT, 2002 - EXPLAINER

Section 6(2) under Competition Act mandates person or enterprise to furnish all the required details of the investment to the Commission, failing which parties would be held liable for the violation of the same. The penalty for the violation of the provision shall be imposed under Section 43(A) of the Act, according to which if a person or an enterprise does not provide required information to the commission under sub- section(2) of section 6, then the commission shall impose penalty for the violation on the accused which can be extended to one percent of the total turnover or the assets, whichever is higher, of such a combination.

Sources - Times of India, Bar and Bench

ELON MUSK'S SUIT AGAINST OPENAI

By- Yusra Abidi, RGNUL Batch of 2028.

THE LAWSUIT'S COURT

Elon Musk's lawsuit against OpenAI CEO Sam Altman and Microsoft has escalated, with fresh antitrust allegations and government intervention. Musk claims OpenAI abandoned its non-profit mission for financial gain, particularly after accepting billions from Microsoft to secure market dominance. He seeks damages, restitution, and even a judicial ruling invalidating OpenAI's exclusive license to Microsoft, alleging breach of contractual and ethical rights.

GOVERNMENT WEIGHS IN

The Department of Justice and Federal Trade Commission have highlighted concerns over interlocking directorates, where individuals served on both OpenAI and Microsoft boards, which leads to a clear violation of Section 8 of the Clayton Act. The government argues that resignations alone do not resolve the risk of ongoing harm, emphasizing the urgent need to prevent harmful anticompetitive practices.

OPEN AI'S DEFENCE

OpenAI dismisses Musk's lawsuit as a "publicity stunt," arguing it lacks legal merit. They claim Musk failed to prove enforceable contracts, consideration, or specific fraud allegations. OpenAI also asserts that the interlocking directorate issue is moot since the individuals in question have resigned.

MICROSOFT'S ROLE

Microsoft's $13 billion investment in OpenAI has drawn scrutiny, with Musk calling it a "de facto merger." The partnership integrates OpenAI's Artificial Intelligence models into Microsoft products like Azure and Copilot, raising concerns about market dominance.

YOUTH ADVOCACY GROUP SUPPORTS MUSK

Encode, a youth-led non-profit organization, filed an amicus brief supporting Musk's motion for a preliminary injunction. They argue OpenAI's shift to a for-profit model undermines its commitment to AI safety and public benefit, emphasizing the importance of maintaining its non-profit structure.

CONCLUSION

As the case unfolds, it reflects broader tensions between innovation, competition, and ethical AI development. With Musk's influence in the incoming Trump administration and OpenAI's ambitious projects like the $500 billion Stargate AI initiative, the outcome could reshape the AI landscape and antitrust enforcement.

DE FACTO MERGER- EXPLAINER

A de facto merger happens when two companies combine their operations so fully that they effectively become one, even without completing a formal legal merger. This process skips the usual steps required for official mergers, such as getting shareholder approvals or filing with regulatory authorities, but the companies function as a single unit afterward, often creating significant market influence. Courts recognize this concept to prevent businesses from avoiding legal responsibilities, especially in matters involving creditors, shareholders, regulatory compliance, or liability issues.

There's no specific mention of a de facto merger in codified laws like the Companies Act in India or the Delaware General Corporation Law (DGCL) in the U.S. Instead, it comes from court decisions under common law principles, rooted in fairness and equity. Courts decide if a transaction is a de facto merger by looking at things like whether the same business operations continue, if assets and debts are transferred, if ownership remains similar, and whether one company stops operating without formally shutting down.

This concept helps protect stakeholders by making sure companies can't dodge legal duties by structuring deals to look different from a formal merger while creating the same results and consequences in practice.

Sources - The Hindu, Indian Express

CANADA'S RIGHT TO REPAIR LEGISLATION: A POTENTIAL REVOLUTION IN CONSUMER RIGHTS

By- Aryan Sharma, RGNUL Batch of 2028.

BACKGROUND

North American countries like Canada and the USA are facing serious problems, especially with respect to farmers in these countries. The most prominent outburst was from the farming equipment made by John Deere. The heavy machinery stopped working for the slightest reason and couldn't be repaired by anyone else other than the engineers from John Deere.

HOW SYSTEM WORKED?

To control the repairs (in the case of John Deere), the whole system is physically locked by computer programs and can only be opened by using software made by the company. Access to the software is limited to the technicians of the companies. For third-party repairs, the mechanics or the owner of the vehicle needs to pay a subscription fee to use the software. The spare parts needed to repair the vehicle must be from the same manufacturer and need to be verified by separate software.

PROBLEMS WITH THE CURRENT SETTING

This current system used by brands like John Deere and BMW created many problems, ranging from excessive pricing to unnecessarily long waiting times. Consumers had to pay for the diagnostic software and for the technical staff by the company for the smallest repairs. For farming tools, the waiting time is too long, disrupting the livelihoods of farmers.

CHANGES IN CANADA

Recently, Canada brought two bills, **C-244** and **C-249**, to make amendments to the Copyright Act of their country to support the right to repair. Bill C-244 amended the Copyright Act of Canada by adding Chapter 26, which allows the circumvention of a technological protection measure if the circumvention is solely for the purpose of the diagnosis, maintenance, or repair of certain types of products. Bill C-249 added Chapter 27 to the same Act, allowing the circumvention of a technological protection measure to make a computer program or a device in which it is embedded interoperable with any other computer program, device, or component.

EFFECTS OF THE AMENDMENTS

These amendments were made by Canada, but they also have a very deep impact as the United States of America and some European countries are also suffering from the same problems, and a large chunk of their population is demanding their government take strict action. The amendments by Canada might also force other governments to make repairs more affordable and accessible.

RIGHT TO REPAIR - EXPLAINER

The right to repair movement advocates for consumers' ability to fix their own devices without manufacturer-imposed restrictions. In the U.S., the movement has gained momentum with states like Massachusetts passing laws requiring companies to provide repair information and parts. In the EU, the Right to Repair legislation mandates that manufacturers make products easier to repair and ensure spare parts are available for up to 10 years. Both regions aim to reduce e-waste and promote sustainability, but they face opposition from manufacturers citing safety and intellectual property concerns. The movement underscores a growing demand for consumer empowerment and environmental responsibility.

Sources - PIRG, The Conservation

NCDRC HOLDS ORIENTAL INSURANCE LIABLE FOR DEFICIENCY IN SERVICE OVER WRONGFUL REPUDIATION AND DELAY IN SETTLING THE INSURANCE CLAIM AMOUNT

By- Kavya Jain, RGNUL Batch of 2028.

BACKGROUND

The complaint insured their ferro alloy production unit with Oriental Insurance under a Standard Fire and Special Perils Policy, which covered material loss. During the policy time, an explosion occurred in a furnace, inflicting extensive damage. A preliminary survey discovered molten particles dispersed near the furnace, indicating an explosion. The complainant presented repair charges, seeking Rs. 73,36,456. The insurer's final surveyor calculated the loss at Rs. 52,87,720 but refused culpability, blaming the damage on the complainant's carelessness. The complainant filed a complaint before the State Commission of Orissa, which ordered the insurer to pay Rs. 52,87,720 plus interest and Rs. 20,000 in litigation expenses. Consequently, the insurer filed an appeal before the National Commission.

The insurance claimed that the damage was caused by operational concerns, such as electrode failure or chemical reactions that resulted in fissures in the furnace liner, rather than an explosion. They claimed the loss was not covered by the insurance and refused to grant permission for repairs. The insurer contended that the claim was barred by limitation since the occurrence happened before the complaint was submitted. They relied on the surveyor's report, which showed no explosion, and highlighted that an IRDA-approved surveyor's report is definitive. They also claimed that the complainant failed to take adequate precautions, which contributed to the event.

DECISION OF THE COMISSION

The National Commission re-examined the evidence and concluded that the furnace damage was caused by an explosion, which is a covered risk under the policy. It rejected the insurer's argument that the damage was caused by carelessness or operational failure, citing the surveyor's report as insufficient to explain the existence of molten material distributed throughout the furnace. The commission emphasized that the preliminary surveyor saw indicators material distributed throughout the furnace. The commission emphasized that the preliminary surveyor saw indicators of an explosion, including ejected debris, which the final surveyor missed.

The commission determined that coverage under the insurance was required since the proximate cause of the damage was an explosion. It highlighted that the insurer would still be liable even if fault could be shown. The appeal was dismissed when the commission supported the State Commission's order.

DEFICIENCY IN SERVICE - EXPLAINER

Under the Consumer Protection Act, 2019, "deficiency in service" represents any fault, imperfection, shortcoming, or inadequacy in the quality, nature, or manner of performance of services. Section 2(11) of the Act provides a comprehensive definition, encompassing any service performed under a contract or otherwise that falls short of the promised standards or reasonable expectations in the relevant industry.

Deficiency in service manifests in various forms, including delays in service delivery, substandard performance, incomplete service provision, or deviation from agreed-upon terms. The Act specifically addresses issues such as negligence in service delivery, breach of express or implied warranties, and failure to meet professional standards. For instance, excessive delays by banks in processing transactions, medical negligence by healthcare providers, or poor-quality repairs by service centers would constitute deficiency in service.

The Act provides remedies against service deficiencies through a three-tier consumer dispute redressal system. Consumers can seek relief through District Commissions, State Commissions, or the National Commission, depending on the claim value. These forums can direct service providers to rectify deficiencies, provide compensation for losses, or refund service charges. Additionally, they may award punitive damages in cases of gross negligence and can require service providers to cease unfair practices or improve service standards. The Act ensures that service providers maintain accountability and adhere to promised service quality standards.

Sources - SS Rana, Mondaq, LiveLaw

APPLE'S MARKET DOMINANCE UNDER SCRUTINY: GERMAN FEDERAL COURT WEIGHS ANTITRUST RULING

By- Vedansh Raj, RGNUL Batch of 2028.

INTRODUCTION

The German Federal Court is currently reviewing Apple Inc.'s designation as a company of "paramount significance for competition across markets" under Germany's updated antitrust laws. The review follows Apple's legal challenge against the designation imposed by the country's antitrust regulator, the Federal Cartel Office ("Bundeskartellamt"). This designation subjects Apple to stricter regulatory scrutiny, aiming to prevent anti-competitive practices in the digital economy. The outcome of the case is expected to have significant implications not only for Apple's operations in Germany but also for broader regulatory efforts targeting Big Tech across Europe.

The insurance claimed that the damage was caused by operational concerns, such as electrode failure or chemical reactions that resulted in fissures in the furnace liner, rather than an explosion. They claimed the loss was not covered by the insurance and refused to grant permission for repairs. The insurer contended that the claim was barred by limitation since the occurrence happened before the complaint was submitted. They relied on the surveyor's report, which showed no explosion, and highlighted that an IRDA-approved surveyor's report is definitive. They also claimed that the complainant failed to take adequate precautions, which contributed to the event.

BACKGROUND

In April 2023, the Bundeskartellamt designated Apple as a dominant player under Section 19a of the German Competition Act, targeting its control over the App Store and iOS ecosystem. The regulator argued that Apple's policies limit competition and consumer choice, while Apple contends that its ecosystem prioritizes security and user experience, facing strong competition from Google, Samsung, and Microsoft.

This case is part of a broader global crackdown on Big Tech, with the EU's Digital Markets Act and U.S. investigations seeking stricter regulations. The court's ruling could set a key precedent for future digital market regulations.

COURT'S DECISION

The German Federal Court is reviewing whether the Bundeskartellamt was justified in designating Apple as a dominant market player. The regulator argues that Apple's control over the App Store and iOS restricts competition by limiting third-party app distribution, imposing high commission fees, and enforcing strict platform rules. The court is also assessing Apple's impact on digital markets, particularly in-app payments and alternative app marketplaces.

Apple defends its policies as essential for security and user trust, claiming changes would weaken protection against fraud and malware. If the court upholds the designation, Apple may face stricter regulations, but a ruling in its favor could limit future antitrust actions against tech giants.

IMPLICATIONS

If the court upholds the Bundeskartellamt's decision, Apple may have to ease App Store restrictions, benefiting third-party developers and consumers through increased competition and lower app prices. A ruling against Apple could also influence EU-wide regulations under the Digital Markets Act.

If Apple wins, it would strengthen its claim of operating in a competitive market and make it harder for regulators to impose stricter rules on tech giants. The decision could also impact global antitrust efforts, with regulators in the U.S. and U.K. watching closely, potentially shaping future actions against Big Tech.

DOMINANT POSITION - EXPLAINER

In India, abuse of dominant position is governed by Section 4 of the Competition Act, 2002, which prohibits companies with significant market power from engaging in unfair practices that harm competition or consumer interests. Dominance itself is not illegal, but when a company misuses its position—such as by imposing unfair terms, restricting market access, or engaging in predatory pricing—it is considered anti-competitive. The Competition Commission of India (CCI) evaluates dominance based on factors like market share, economic strength, and consumer dependence, with potential remedies including penalties, corrective measures, or structural changes.

In Germany, similar concerns are addressed under Section 19a of the German Competition Act, introduced to regulate large digital platforms with cross-market influence. The Bundeskartellamt, Germany's antitrust authority, has applied this provision to Apple, citing its control over the App Store and iOS ecosystem as creating barriers to competition. The ongoing court review of Apple's designation will determine whether the company's market behavior constitutes abuse of dominance under German law.

Both jurisdictions aim to prevent dominant firms from distorting competition, though Germany's framework, particularly under EU's Digital Markets Act (DMA), places stricter obligations on tech giants. The outcome of Apple's case in Germany could influence regulatory approaches in India, where authorities are also scrutinizing the competitive practices of major digital platforms.

Sources - Reuters, Apple Insider

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