VIGILANCE

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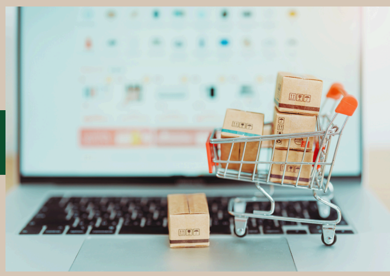
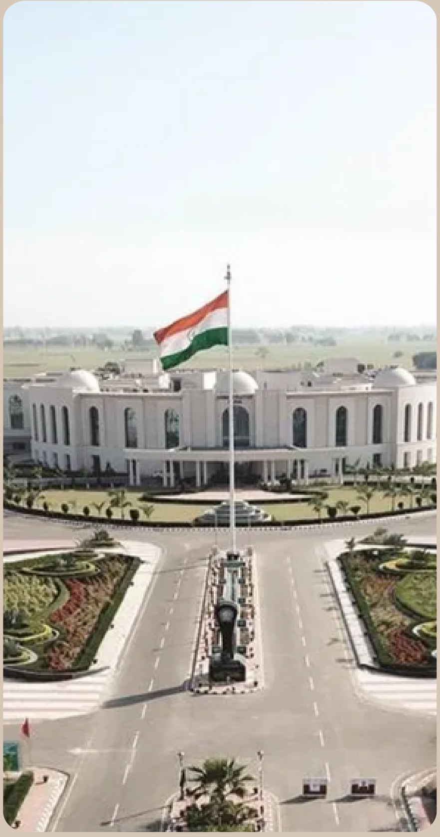
Volume 1, Issue 5

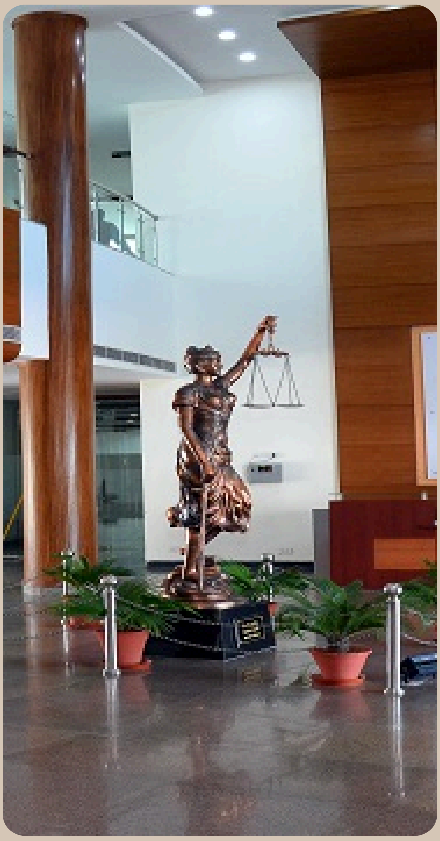
Vigilance embodies the core principle of the Centre for Competition and Consumer Protection Law (CCCPL). We strive to ensure fair competition, protect consumer rights, and promote a level playing field for all.



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 congratulate the convener **Ms. Sanya Kanwar** and entire team of members of CCCPL for their tireless efforts in compiling and designing the **Volume 1 Issue 5** of Vigilance.

Prof. (Dr.) Jai Shankar Singh
Chairperson, CCCPL
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COMPETITION COMMISSION OF INDIA INTRODUCES DRAFT REGULATIONS ON PREDATORY PRICING

By- Deepali Bisht, Batch of 2029.

INTRODUCTION

The competition legislation in India and around the world has changed significantly since the Competition Act of 2002 and the adoption of the Cost Regulations of 2009. In order to keep the Cost Regulations 2009 in line with the development of competition law jurisprudence, the Commission has recommended to examine them and make some amendments. The goal of the review is to bring these rules into line with contemporary economy, court rulings, and international competition law standards in order to combat the cases of predatory pricing. Within 30 (thirty) days, from February 17, 2025, to March 19, 2025, stakeholders are invited by the CCI to provide written feedback on the proposed Competition Commission of India (Determination of Cost of Production) Regulations, 2025.

THE DRAFT

The competition legislation in India and around the world has changed significantly since the Competition Act of 2002 and the adoption of the Cost Regulations of 2009. In order to keep the Cost Regulations 2009 in line with the development of competition law jurisprudence, the Commission has recommended to examine them and make some amendments. The goal of the review is to bring these rules into line with contemporary economy, court rulings, and international competition law standards in order to combat the cases of predatory pricing. Within 30 (thirty) days, from February 17, 2025, to March 19, 2025, stakeholders are invited by the CCI to provide written feedback on the proposed Competition Commission of India (Determination of Cost of Production) Regulations, 2025.

PREDATORY PRICING:- EXPLAINER

The Competition Act, 2002's Explanation (b) to Section 4 defines "predatory price" as the selling of goods or rendering of services at a price lower than the cost, as established by regulations, with the intention of reducing competition. The predatory pricing aims to establish a monopoly, it is illegal under antitrust rules. In the short run, competitive pricing benefits consumers. A buyer's market is produced by more competition, where consumers benefit from reduced costs, more negotiating power, and more options. Three essential requirements must be fulfilled for a pricing strategy to be deemed predatory:

1. **Dominant market position: In order to control prices and limit competition, the company using predatory pricing needs to have a sizable market share.**
2. **Pricing below cost: The business must offer products or services at a price lower than what it costs to produce them. When evaluating below-cost pricing, the CCI usually uses average variable cost (AVC) or marginal cost as the standard.**
3. **Intent to eradicate competition: Rather than merely using competitive pricing, there needs to be a clear intention to eradicate competitors and establish a monopoly.**

SOURCES - India Breifing, Bussiness Standard

CCI NOTIFIES CCI (MANNER OF RECOVERY OF MONETARY PENALTY) REGULATIONS, 2025 REPEALING 2011 REGULATIONS

By- Yusra Abidi, Batch of 2028.

BACKGROUND

The Competition Commission of India (CCI), through Notification No. F. No. CCI/Reg.-R.R./2024-25[1], has released the Competition Commission of India (Manner of Recovery of Monetary Penalty) Regulations, 2025. These regulations, which came into force on February 27, 2025, repeal the 2011 regulations and introduce a structured framework for the recovery of penalties.

RATIONALE

The updated regulations aim to enhance compliance and streamline the recovery process for monetary penalties under the Competition Act, 2002. The new framework ensures transparency, efficiency, and accountability in handling penalties imposed on enterprises or individuals.

KEY PROVISIONS

1.Issuance of Demand Notice: Upon imposing a penalty, the Secretary will issue a demand notice in Form I to the concerned enterprise or individual. A minimum of 60 days from the receipt of the order will be provided to make the payment via challan to the Pay & Accounts Officer, Ministry of Corporate Affairs. A copy of the challan must be submitted to the recovery officer within seven days.

2.Extension and Instalments: Enterprises can apply for an extension or payment in instalments before the due date. However, failure to adhere to the extended period or missing an instalment will deem the enterprise in default, making the full penalty due immediately.

3.Interest on Penalty: A simple interest of 1% per month will be levied on outstanding amounts. The CCI retains the power to reduce or waive interest in cases of genuine hardship. If a higher court reduces the penalty, the corresponding interest will also be adjusted, and any excess interest paid will be refunded.

4.Recovery Certificate: In case of default, CCI will issue a recovery certificate with a 15-day window for payment. The recovery officer will maintain a penalty recovery register and can pursue recovery through attachment and sale of property or refer the matter to the Income-tax authority.

5.Refund of Excess Penalty: If a higher court nullifies or reduces the penalty, the recovery certificate will be withdrawn or modified, and excess payments will be refunded.

CONCLUSION

With the introduction of the 2025 regulations, the CCI aims to establish a more robust and efficient mechanism for the recovery of monetary penalties, thereby strengthening the enforcement of competition laws in India.

RECOVERY CERTIFICATE- EXPLAINER

In the realm of competition law, a Recovery Certificate plays a critical role in enforcing monetary penalties. Under the Competition Commission of India (Manner of Recovery of Monetary Penalty) Regulations, 2025, this certificate is issued when an enterprise or individual fails to pay the penalty imposed by the Competition Commission of India (CCI) within the stipulated time.

Once the default occurs, the CCI issues a Recovery Certificate, granting the defaulter a 15-day window to comply. If payment is not made within this period, the Recovery Officer gains the authority to initiate coercive measures for recovery. These measures include the attachment and sale of property, similar to the process followed for income tax arrears.

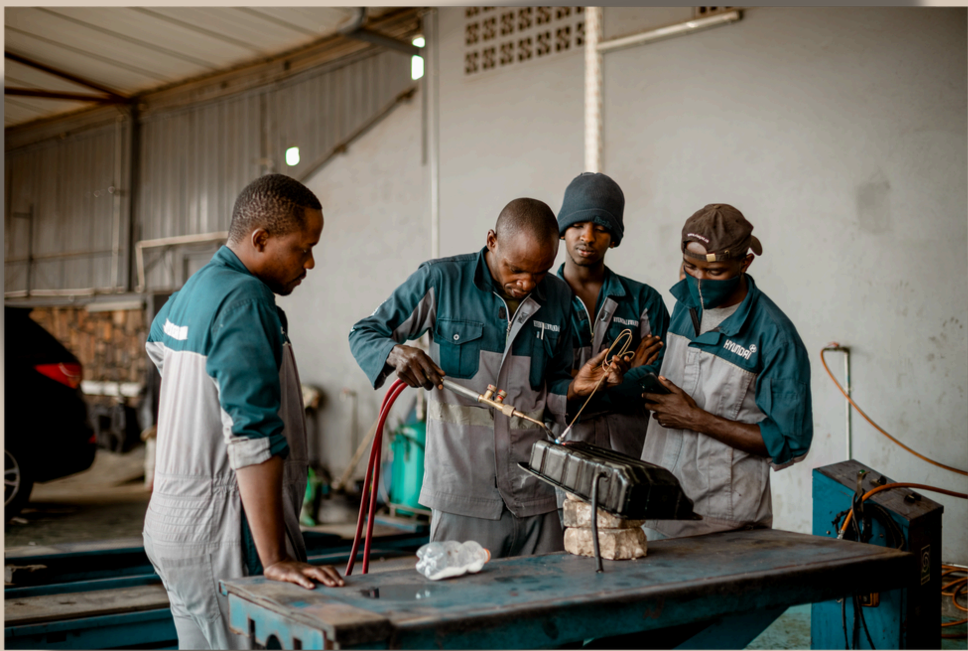
The Recovery Certificate serves as an official document that empowers the Recovery Officer to pursue outstanding amounts through legal channels. Moreover, if a higher court reduces or nullifies the penalty, the Recovery Certificate is either withdrawn or modified, ensuring fairness in the recovery process.

By introducing this mechanism, the CCI aims to enhance compliance and deter anti-competitive practices, thereby strengthening the enforcement framework under the Competition Act, 2002.

SOURCES - SCC Online, CCI

NO-POACH AGREEMENTS UNDER SCRUTINY: PORTUGAL FINES COMPANIES FOR RESTRICTING LABOR MOBILITY

By- Vedansh Raj, Batch of 2028.



INTRODUCTION

The Portuguese Competition Authority ("Autoridade da Concorrência – AdC") has imposed fines on multiple companies for engaging in bilateral no-poach agreements, marking a significant enforcement action against anti-competitive employment practices. These agreements, which restrict companies from hiring each other's employees, have been deemed a violation of competition law as they limit labor market mobility and suppress wage growth.

BACKGROUND

The investigation by the AdC revealed that the companies entered into mutual agreements not to solicit or hire employees from each other, thereby restricting competition in the labor market. These agreements, which are typically considered horizontal anti-competitive arrangements, were found to distort the normal functioning of the job market by preventing workers from seeking better employment opportunities and suppressing salary negotiations.

Under Portuguese competition law and broader European Union competition principles, agreements that restrict competition, whether in goods, services, or labor, can be considered anti-competitive and subject to sanctions. The enforcement action taken by the AdC aligns with growing global scrutiny of anti-competitive practices in labor markets, particularly in the European Union and the United States, where competition authorities have intensified their focus on no-poach and wage-fixing agreements.

LEGAL BASIS AND DECISION

The fines were imposed under the Portuguese Competition Act, which prohibits anti-competitive agreements and concerted practices that distort market competition. The AdC determined that the no-poach agreements constituted a restriction of competition by object, meaning that such agreements are inherently anti-competitive without requiring an assessment of their actual market effects.

The fines were imposed under the Portuguese Competition Act, which prohibits anti-competitive agreements and concerted practices that distort market competition. The AdC determined that the no-poach agreements constituted a restriction of competition by object, meaning that such agreements are inherently anti-competitive without requiring an assessment of their actual market effects.

The companies involved were fined proportionately based on the severity of their participation in the agreements and their overall market influence. The AdC emphasized that these agreements not only harm employees by limiting their professional growth and salary prospects but also disadvantage businesses that comply with fair hiring practices.

IMPLICATIONS

This decision reinforces the AdC's commitment to ensuring competitive labor markets in Portugal and sets a precedent for stricter enforcement against employment-related anti-competitive practices. It also serves as a warning to companies operating within the EU that no-poach agreements can lead to substantial legal consequences.

The ruling may influence competition authorities in other jurisdictions, including India, where labor market restrictions and anti-competitive employment practices receive increased regulatory attention. With global competition regulators focusing more on labor markets, businesses must ensure compliance with fair hiring practices to avoid similar enforcement actions.

CONCLUSION

The fines imposed by the Portuguese Competition Authority underscore the increasing global scrutiny of anti-competitive practices in labor markets. This decision reaffirms that no-poach agreements, which hinder employee mobility and wage growth, are a direct violation of competition laws. Companies must ensure compliance with labor and antitrust regulations to avoid legal and financial repercussions. As competition authorities worldwide, including in the European Union and the United States, intensify their focus on labor market restrictions, businesses should adopt fair hiring policies to maintain legal and ethical standards in employment practices.

NO-POACH AGREEMENTS AND COMPETITION LAW- EXPLAINER

No-poach agreements are arrangements between companies that restrict the hiring or solicitation of each other's employees. These agreements are typically considered anti-competitive under competition laws, as they limit labor mobility, suppress wages, and prevent fair market competition. Under European Union competition law, such agreements fall under Article 101 of the Treaty on the Functioning of the European Union ("TFEU"), which prohibits anti-competitive agreements and concerted practices. Similarly, in India, Section 3 of the Competition Act, 2002, prohibits agreements that cause an appreciable adverse effect on competition, including those affecting labor markets. Regulatory authorities worldwide continue to enforce stringent actions against such practices.

Sources - Times of India, Bar and Bench

HEALTHCARE PROVIDERS SUE BCBS INSURERS OVER ALLEGED COLLUSION

By- Kavya Jain, Batch of 2028.

INTRODUCTION

A new wave of lawsuits has been filed against Blue Cross Blue Shield (BCBS) insurers by major healthcare providers including the University of Pennsylvania Health System, Geisinger, MedStar, CommonSpirit, and TeamHealth. These providers allege that BCBS insurers colluded to suppress competition and artificially lower reimbursement rates by dividing geographic territories among themselves. The lawsuits name the Blue Cross Blue Shield Association and 33 affiliated insurers, opting out of a previously proposed $2.8 billion settlement in favor of pursuing a jury trial.

BACKGROUND

This legal battle extends back over a decade, with providers consistently arguing that the Blues network violated antitrust laws by allocating exclusive service areas to avoid direct competition. According to the complaints, this strategy allowed the insurers to increase insurance costs while simultaneously reducing provider reimbursements. The dispute has seen previous settlement attempts, including a $2.7 billion agreement in 2020 that resolved similar allegations from consumer lawsuits. More recently, in October, BCBS insurers tentatively agreed to another $2.8 billion settlement that included promises to reform the BlueCard program by moving it to the cloud and ensuring timely payments with interest.

CONCLUSION/CONTROVERSY

Despite these settlement agreements, healthcare providers argue that little meaningful progress has been made toward increasing competition. The Pennsylvania lawsuit specifically claims that providers have not observed Blues plans competing outside their designated regions since 2021, suggesting that anti-competitive practices continue despite previous settlements. The providers contend that eliminating these practices would result in higher reimbursement rates and a more competitive healthcare payment market. By opting out of the recent settlement and pursuing a jury trial, these healthcare organizations are signalling their belief that more substantial reforms are needed beyond monetary compensation. The Blue Cross Blue Shield Association has declined to comment on the active litigation, leaving the ultimate resolution of this long-standing dispute uncertain as the case moves forward through the courts.

COLLUSION AND COMPETITION LAW- EXPLAINER

Collusion refers to secret or explicit agreements between competing businesses to manipulate market conditions for their mutual benefit while harming consumers and fair competition. These anticompetitive arrangements typically take several forms: price fixing (where competitors agree on pricing levels), market allocation (dividing territories or customers), bid rigging (coordinating on procurement bids), output restrictions (limiting production to create artificial scarcity), and strategic information sharing. In the Indian legal framework, collusion is specifically addressed under Section 3 of the Competition Act, 2002. Section 3(1) broadly prohibits any agreement causing an "appreciable adverse effect on competition," while Section 3(3) specifically targets horizontal agreements between competitors. The law establishes a presumption of illegality for agreements that determine prices, limit production or supply, allocate markets, or result in bid rigging.

The BCBS case specifically implicates the per se illegality of market allocation under U.S. antitrust law. Market allocation—where competitors divide territories or customers—is considered among the most serious antitrust violations because it eliminates competition entirely in designated areas.

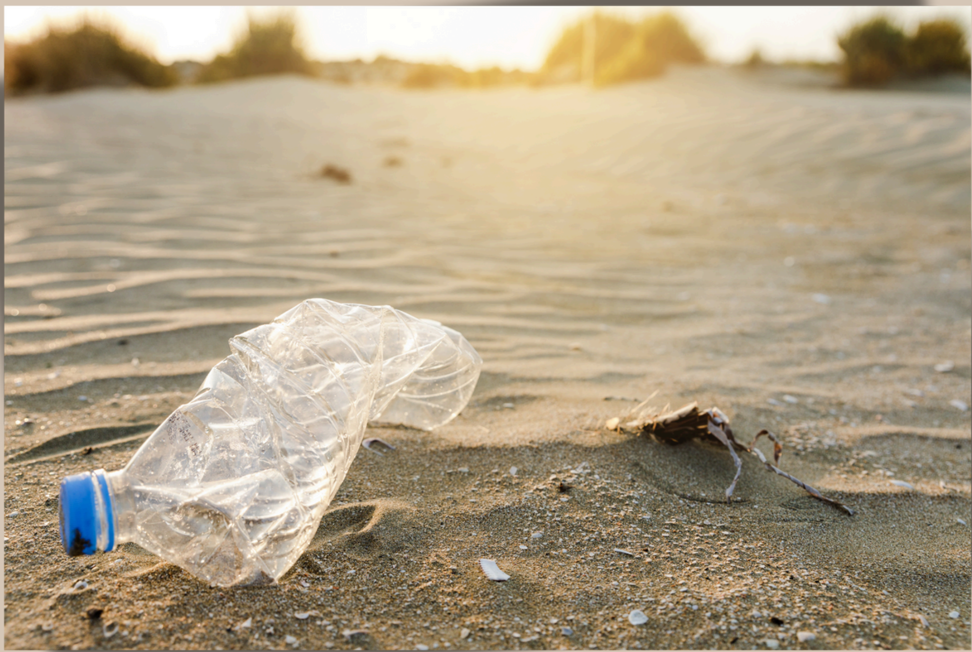
In the United States, the Sherman Antitrust Act of 1890 forms the foundation of competition law. Section 1 explicitly prohibits "every contract, combination, or conspiracy in restraint of trade," which directly applies to collusion cases like the one against BCBS. The Clayton Act of 1914 strengthens these protections by prohibiting specific anticompetitive practices, while the Federal Trade Commission Act created the FTC to enforce these laws alongside the Department of Justice's Antitrust Division.

Globally recognized as among the most serious competition law violations, collusion undermines the essence of free markets by replacing independent competitive decision-making with coordinated behavior that artificially manipulates prices, reduces innovation, limits consumer choice, and ultimately transfers wealth from consumers to colluding firms through supra-competitive pricing. Penalties for collusion can be severe, including substantial fines—often calculated as a percentage of annual turnover—criminal charges for executives, and private damages suits from injured parties, as seen in the BCBS case.

Sources - Pymnts, Fierce Health Care

CCPA SETS OUT GUIDELINES TO PREVENT GREENWASHING IN INDIA

By- Kashyap Pandita, Batch of 2029.



BACKGROUND

The Central Consumer Protection Authority (CCPA) announced new guidelines to curb greenwashing in India. The guidelines aim to provide better protection for consumers through transparent, accurate, and evidence-based sustainability claims by companies. Under the envisioned scheme, companies will have to support claims that their products are "eco-friendly," "green," "organic," and "sustainable" using scientific facts or third-party verification. Firms also have to provide primary information on the extent to which a product can contribute to a green environment as well as when the benefits they have stated end. One of the key features of the regulation is the prohibition on misleading images and labeling, such as the use of the wrong green color schemes, symbols, or patterns that create false associations with environmental virtues.

PROHIBITION OF MISLEADING ADVERTISING AND LABELING

The guidelines ban companies from engaging in deceptive marketing practices that produce a false impression of environmentalism.

In particular, the application of green color schemes, signs, or packaging that misleadingly suggest sustainability is prohibited unless the claims are supported. Businesses are required to ensure that words like "biodegradable" are followed by details of the precise conditions under which biodegradation will occur, so that consumers do not mistakenly believe that the product will degrade naturally in any setting. These guidelines cover all types of advertising and marketing, such as online promotions, influencer marketing, and product packaging. Manufacturers, advertisers, service providers, and even sponsors of deceptive environmental claims will be liable under these regulations.

PENALTIES FOR NON-COMPLIANCE

Non-compliance with the new regulations will attract monetary penalties and obligatory corrective advertising to offset misleading claims of sustainability. This step brings India's consumer protection laws in line with global standards, following the same regulatory steps taken by the European Union and the United States to prevent greenwashing. To make the guidelines effective, the CCPA has sought public comments from stakeholders, business groups, and consumer groups before the regulations are finalized.

GREENWASHIN6- EXPLAINER

Greenwashing is the misrepresentation of a company's products, services, or practices as being more environmentally friendly than they really are.

With sustainability emerging as a key concern for consumers, businesses are jumping at the opportunity to reap financial gains by appearing to be green.

Rather than making meaningful adjustments to lower their ecological footprint, some businesses employ misleading practices. This not only misleads consumers but also compromises true sustainability initiatives by enabling corporations to achieve a competitive advantage without actually making strides.

Common Greenwashing Technique

Corporations utilize several greenwashing techniques, varying from imprecise advertising to outright deception. One popular technique is utilizing imprecise terms like "natural," "green," or "eco-safe" without supporting scientific evidence.

The second strategy is "hidden trade-offs," where one promotes a product as eco-friendly due to a single feature without addressing other dangerous sides of its manufacturing.

A fashion company, for example, may advertise using "organic cotton" while paying no attention to water-guzzling and chemical-driven production processes. Firms also may highlight good environmental aspects selectively while hiding facts regarding pollution, excessive carbon footprint, or bad sourcing methods.

Impact of Greenwashing

Greenwashing extends well beyond its effect on advertising. It warps consumer decision-making by enabling firms to reap the economic rewards of making unsubstantiated claims about sustainability without highlighting genuinely sustainable products or initiatives. It also slows down industry-wide advancements by taking pressure off companies to implement significant sustainability initiatives.

In addition, it undermines consumer trust, making it hard for brands that carry out genuine eco-friendly activities to build credibility.

Aware of these problems, global regulatory agencies have implemented strategies to counteract greenwashing. The European Union's Green Claims Directive requires scientific proof for environmental statements, while the U.S. Federal Trade Commission (FTC) implements the Green Guides, which control the language and environmental claims in green marketing.

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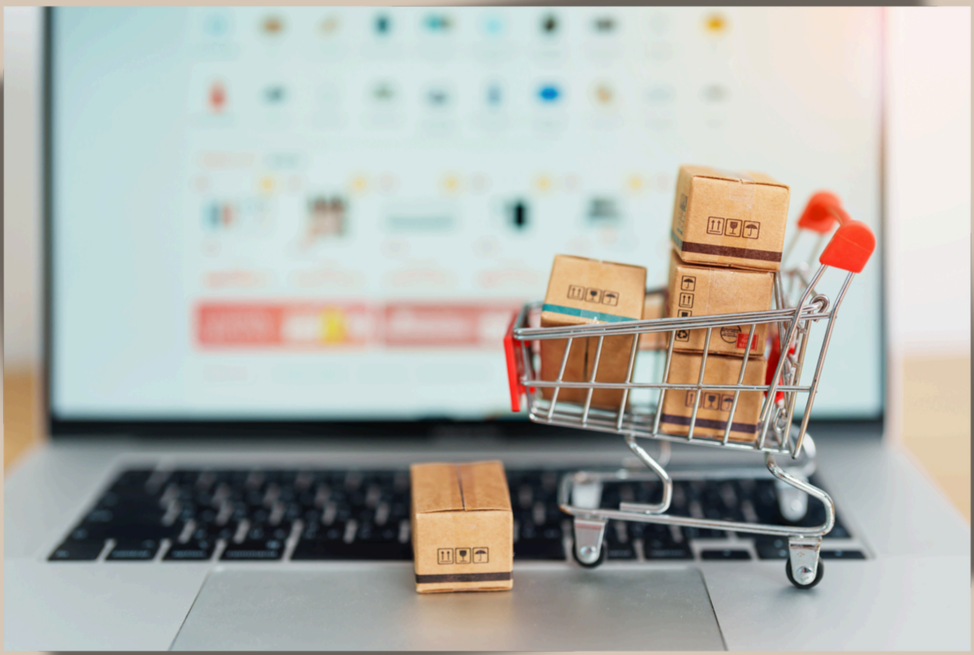
Sources - PIB

UNDERSTANDING THE CONSUMER PROTECTION ACT: WHO IS A CONSUMER AND WHY IT MATTERS?

By- Aryan Sharma, Batch of 2028.



BACKGROUND

A loan of Rs. 10 Crore was taken by Ad. Bureau from Central Bank for the post-production of the Rajnikant starrer Kochadaiyan. The same Ad. Bureau defaulted on the loan, and both parties settled for a one-time payment of Rs. 3.56 crore. Even after paying the one-time payment to the bank, the petitioners were flagged as defaulters to CIBIL by the bank. The petitioner moved to court because of their diminished CIBIL score and lack of reputation. The case was brought forward for deficiency of service.

IMPORTANCE OF CONSUMER TAG

The Consumer Protection Act ensures that consumers are protected against unfair trade practices, defective goods, and deficient services. The tag of the consumer ensures every consumer is protected and given rights and also provides a mechanism for addressing consumer grievances and disputes efficiently.

REASONING OF THE COURT

The court held that, in this case, the loan was taken for the post-production of the movie. The same is usually done for the advertisement of the movie, leading to more viewers of the movie. The dominant purpose of the loan was to gain more profits or increase the revenue of the project. The loan was not taken for its general purpose, that is, availing of the credit facility from the respondents. Here, the petitioner couldn’t be classified as a “consumer” because the loan they took had a very close connection to a revenue-generating activity.

CONSUMER - EXPLAINER

A consumer is anyone who purchases goods or avails services for personal use, not for resale or commercial purposes. This includes individuals buying products (like groceries, electronics) or services (such as transportation, healthcare). However, those who obtain goods or services for manufacturing or profit are excluded. The Act ensures that consumers are protected against unfair trade practices, defective products, and inadequate services. It provides mechanisms for grievance redressal through consumer forums at the district, state, and national levels. Additionally, it upholds consumer rights, including the right to safety, information, choice, grievance redressal, and education. In the digital era, the Act also covers online transactions, ensuring consumers receive fair treatment in e-commerce. Ultimately, the law aims to create a transparent and trustworthy marketplace for all consumers.

Sources - Live Law, Times of India

Case: The Chief Manager Central Bank of India v. Ad Bureau Advertising Pvt Limited

Citation: 2025 LiveLaw (SC) 264

U.S.-CHINA TRADE TENSIONS ESCALATE OVER COPPER TARIFF PROBE

By- Srishty Bajaj, Batch of 2029.

The U.S. has launched an investigation into potential tariffs on copper imports under Section 232 of the Trade Expansion Act of 1962, citing national security concerns. The move, initiated under former President Donald Trump's administration, aims to bolster domestic copper production, which is vital for industries like electric vehicles, military hardware, and consumer electronics.

However, China, a key player in the global copper market, has strongly opposed the investigation, arguing that it is a unilateral and protectionist act. According to He Yadong, spokesperson for China's Ministry of Commerce, the U.S. is using groundless allegations of state subsidies and overproduction to justify restrictive trade measures.

At a press conference, He Yadong emphasized that China is a net importer of refined copper, exporting only a small amount of copper products. He argued that the U.S. claims of market distortion are misleading and that the investigation undermines the rules-based multilateral trading system.

Furthermore, China has warned of retaliatory measures if the U.S. proceeds with imposing tariffs. He Yadong referenced a 2022 World Trade Organization (WTO) ruling, which found previous U.S. Section 232 tariff measures on steel and aluminum to be in violation of WTO rules. If the new tariffs are implemented, China could respond with reciprocal tariffs or legal action through the WTO.

The U.S.-China copper tariff dispute highlights the clash between protectionism and free-market competition. While the U.S. cites national security, China sees the probe as an unfair trade restriction that disrupts global supply chains. With past WTO rulings against similar U.S. measures, the risk of violating trade norms looms large.

China's warning of retaliatory actions and call for dialogue leave the U.S. at a crossroads—pursue tariffs and trade barriers or opt for a diplomatic resolution. The outcome will shape global trade policies and test the balance between economic nationalism and fair competition.

PROTECTIONISM - EXPLAINER

Protectionism refers to government policies designed to restrict foreign competition and support domestic industries through measures like tariffs, import quotas, subsidies, and regulatory barriers. While these policies aim to protect local businesses, they can significantly impact competition by limiting market access for foreign firms, reducing consumer choices, and driving up prices. Protectionist policies can also lead to inefficiencies, as domestic companies may face less pressure to innovate or improve productivity in the absence of strong competition. From a competition law perspective, such measures can distort free market dynamics and create monopolistic or oligopolistic conditions, where a few domestic players dominate the industry. Additionally, protectionism often leads to retaliatory trade measures from other countries, escalating conflicts and disrupting global supply chains. Many of these policies may also violate international trade agreements, particularly those governed by the World Trade Organization (WTO), which promotes open and fair competition. While protectionism is sometimes justified for national security or economic stability, excessive restrictions can hinder global trade, innovation, and economic growth in the long run.

GLOSSARY

- **Market Distortions:-** When external factors, including monopolistic behaviors or government interference, have a substantial impact on prices and market behavior, they cause market distortion.
- **Dominant market position:-** When a business has substantial market power, it can act and make choices without taking rivals, clients, or the larger market into account. This is known as a dominant market position. It is typically linked to a market share of at least 40% to 45%.
- **Competitive Pricing:-** It involves matching, undercutting, or even going above and beyond what your competitors are charging in an effort to increase their clientele and market share.
- **Demand Notice:** A formal notice issued by the CCI Secretary requiring the penalized entity to pay the imposed penalty within a specified period.
- **Recovery Certificate:** A certificate issued by CCI in case of default, allowing enforcement measures like property attachment or tax authority referral for penalty recovery.
- **Interest on Penalty:** A simple interest per month levied on unpaid penalties, with possible reductions for genuine hardship or court-ordered adjustments.
- **Penalty Recovery Register:** A record maintained by the recovery officer to track penalties, payments, and enforcement actions.
- **Refund of Excess Penalty:** A provision ensuring the return of excess penalty payments if a higher court reduces or nullifies the imposed fine.
- **Horizontal Anti-Competitive Agreements:** Agreements between competing businesses at the same level of the supply chain that restrict competition.
- **Concerted Practices:** Coordination between businesses to limit competition without a formal agreement, still considered anti-competitive.
- **Market Distortion:** Actions that disrupt the natural functioning of the market, such as restricting labor mobility or wage suppression.
- **Market Entry Barrier –** A restriction that makes it difficult for new competitors to enter a market, often caused by tariffs, regulations, or dominant firms' actions.
- **Restriction of Competition 'by Object':** A legal doctrine where certain agreements are considered inherently anti-competitive, eliminating the need for detailed market analysis.
- **Article 101 of TFEU:** A provision under the Treaty on the Functioning of the European Union prohibiting anti-competitive agreements and practices
- **State Subsidies –** Financial aid or advantages granted by a government to domestic firms, potentially leading to unfair competitive advantages in global trade.
- **Rules-Based Multilateral Trading System –** A global trade framework governed by agreed-upon regulations, typically under the World Trade Organization (WTO).
- **Anti-Competitive Trade Practices –** Business actions that distort fair competition, such as price-fixing,

GLOSSARY

- **Market Allocation:** It is a form of anti-competitive behaviour where competitors agree to allocate specific customers, territories, or types of products/services to each other, rather than competing freely in the market. For instance, one competitor agrees to only sell to customers in a particular geographic area, while another competitor agrees to only sell to customers in a different area.
- **Jury Trial:** A jury trial is a legal proceeding where a jury, a group of ordinary citizens, decides the facts of a case and renders a verdict, as opposed to a bench trial wherein, a judge or panel of judges make the decision.
- **Settlement Agreement:** It is a legally binding contract where parties involved in a dispute agree to resolve it on mutually acceptable terms, often to avoid further legal action or litigation.
- **BlueCard Program:** The BlueCard program is a national program that allows members of one Blue Cross and Blue Shield (BCBS) Plan to receive healthcare services while traveling or living in another BCBS Plan's service area, linking participating healthcare providers across the US and internationally.
- **Reimbursement Rates:** Reimbursement rates refer to the specific amounts or percentages an organization or entity will pay back to someone for expenses they have incurred, typically on behalf of the organization. In the instant case, it refers to the amount insurers pay to healthcare providers for medical services rendered to insured patients.
- **Greenwashing –** Misleading consumers by making a false claim of a product, service, or firm being environment-friendly.
- **Biodegradable –** A material characteristic enabling materials to naturally degrade under certain environmental conditions.

GLOSSARY

- **Hidden Trade-Offs –** Misleading tactic in which an eco-friendly product promotion relies on one favorable characteristic and overlooks other unfavorable environmental effects.
- **Third-Party Endorsements –** Sanctions or approvals from impartial associations that authenticate the authenticity of environmental assertions provided by corporations.
- **Deficiency of Service:** Failure to provide a service with reasonable care and skill, or a fault, imperfection, shortcoming, or inadequacy in the quality, nature, and manner of performance that is required to be maintained by law or contract.
- **CIBIL Score:** A three-digit numeric summary of your credit history and creditworthiness, used by lenders to assess your ability to repay loans.
- **Defective goods:** As per the Consumer Protection Act, refer to any fault, imperfection, or shortcoming in the quality, quantity, potency, purity, or standard of goods that is required to be maintained by law, contract, or as claimed by the trader. This includes deviations from what was promised or legally mandated.
- **Market Entry Barrier –** A restriction that makes it difficult for new competitors to enter a market, often caused by tariffs, regulations, or dominant firms' actions.
- **State Subsidies –** Financial aid or advantages granted by a government to domestic firms, potentially leading to unfair competitive advantages in global trade.
- **Rules-Based Multilateral Trading System –** A global trade framework governed by agreed-upon regulations, typically under the World Trade Organization (WTO).
- **Anti-Competitive Trade Practices –** Business actions that distort fair competition, such as price-fixing, monopolization, or restrictive tariffs.
- **Protectionism –** Economic policies designed to restrict imports and promote domestic industries, often through tariffs, quotas, and subsidies.
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- **Corrective Advertising–** A governmental regulatory action asking firms to put out clarifications or retractions in order to counteract incorrect or misleading claims.

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