



Cartelisation and parallel behaviour under The Competition Act, 2002: Evidentiary standards, enforcement mechanisms, and the evolving Indian jurisprudence

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Abstract

The Competition Act, 2002 represents India's principal legislative framework for curbing practices that distort market competition, with cartelisation being recognised as one of the most egregious forms of anti-competitive conduct. Owing to their inherently secretive nature, cartels pose significant evidentiary challenges, compelling competition authorities to evolve beyond traditional insistence on direct proof of a "meeting of minds." This paper critically examines the interface between cartelisation and parallel behaviour under the Competition Act, focusing on the evidentiary standards, economic analysis, and enforcement mechanisms adopted by the Competition Commission of India (CCI). Through a doctrinal and case-based analysis of key CCI decisions across sectors such as banking, construction, electricity distribution, tyres, and aviation, the study traces the transition from a rigid agreement-centric approach to a more flexible framework based on circumstantial evidence, "plus factors," and the preponderance of probabilities. It highlights how parallel conduct, when accompanied by economic indicators and contextual factors, may legitimately give rise to an inference of collusion. The paper further evaluates the CCI's enforcement toolkit, including penalties, leniency provisions, and remedial measures, and assesses their role in strengthening deterrence and compliance. Ultimately, the study argues that the evolving Indian jurisprudence reflects a mature and pragmatic competition regime that balances effective cartel enforcement with the need to distinguish unlawful collusion from legitimate competitive parallelism, thereby promoting consumer welfare and market efficiency.

Keywords: Competition act, 2002, cartelisation, parallel behaviour, anti-competitive agreements, competition commission of india, evidentiary standards, plus factors, economic analysis, leniency regime

Introduction

The Parliament of India enacted the Competition Act, 2002 ("Act") with the objective of prohibiting conduct that is harmful to market competition. The Competition Commission of India ("Commission") has been entrusted with the responsibility of promoting and preserving competition, protecting consumer interests, and ensuring equitable trading conditions for all market participants. The benefits of a well-functioning competition policy are numerous for any economy, as has been consistently recognized; therefore, the Commission bears the duty to eliminate all forms of anti-competitive behaviour. One such practice is the formation of a cartel, as defined under Section 2(c) ^[1] of the Act, which is considered to have a significantly adverse effect on competition. A cartel endeavours to control the production, sale, or pricing of goods with the objective of establishing dominance or monopoly within a particular industry, generally pursuing aims that conflict with the public interest. Cartels are universally acknowledged as being detrimental to consumer welfare and the efficient functioning of economies; consequently, a key objective of the Act is to eradicate such cartels, penalize their participants, and deter similar anti-competitive behaviour ^[2].

Section 27 ^[3] of the Act underscores the seriousness of cartel-related conduct by prescribing a stricter penalty for participants engaged in anti-competitive agreements than for those involved in other forms of anti-competitive arrangements. However, uncovering and conclusively proving the existence of a cartel remains a challenging task, and enforcement authorities have often faced difficulties in securing concrete evidence in numerous cases. In the initial

stages, to establish a case of cartelization under the Indian competition framework, the Commission required direct and cohesive proof of the existence of a cartel along with clear evidence of an agreement ^[4]. The informant or the authority alleging a violation of the Act was obligated to demonstrate that the members of the cartel met, agreed to undertake a coordinated course of action, and subsequently carried it out. Nevertheless, the recognition and acknowledgment of the inherent secrecy that characterizes cartel formation and its consequent impact on investigations have, over time, resulted in a dilution of the standard of proof required.

Cartelisation: A Conceptual Overview

Under the Competition Act, 2002 ("Act"), anti-competitive agreements are broadly categorized into two types: Horizontal Anti-Competitive Agreements and Vertical Anti-Competitive Agreements ^[5]. Vertical agreements, covered under Section 3(4) of the Act, are entered into between "enterprises operating at different levels of the production or distribution chain," whereas horizontal agreements, dealt with under Section 3(3), occur between enterprises that are "engaged in identical or similar trade of goods or provision of services." A cartel, as defined under Section 2(c) of the Act, is a form of anti-competitive horizontal agreement that is presumed to have an Adverse Appreciable Effect on Competition ("AAEC").

According to Section 2(c), "a cartel includes an association of producers, sellers, distributors, traders, or service providers who, by agreement amongst themselves, limit, control, or attempt to control the production, distribution, sale, or price of, or trade in, goods or provision of services." The term "agreement," as referred to in Section 2(c), is

defined under Section 2(b) of the Act and encompasses any “arrangement,” “understanding,” or “action in concert.” In cartel cases, the agreement between parties is often implicit, which is why the definition covers situations where parties coordinate through a “nod or a wink.” Direct evidence of such coordinated actions is seldom available, compelling the Commission to determine whether the parties involved had some form of understanding and were acting collaboratively.

The term “understanding” under Section 2(b) implies some form of behavioural communication between two or more parties, resulting in the adoption of a particular course of conduct. When a party makes a representation regarding its own future conduct with the expectation and intention that this conduct will induce another party to act in a certain way, such representation functions as an inducement. Even if the parties never directly communicated, this can constitute an understanding, regardless of whether it qualifies as an “agreement” in the ordinary sense^[6].

Section 3(3) of the Act explicitly states that certain horizontal agreements, including cartels, are presumed to have an appreciable adverse effect on competition. This specific inclusion of cartels underscores the legislature’s strong intent to prohibit them entirely^[7]. Nonetheless, this presumption is rebuttable, and the burden to disprove it lies with the individual accused of participating in the agreement.”

Parallel Behaviour: A Conceptual Overview

Parallelism can be defined as “changes in prices by rivals that are identical, or nearly so, and simultaneous, or nearly so. It includes other forms of parallel conduct, such as capacity reductions, adoption of standardized terms of sale, and suspicious bidding patterns, e.g., a predictable rotation of winning bidders”^[8]. Furthermore, it must be noted that not all forms of parallel behaviour are deemed anti-competitive. If such behaviour is employed to respond to competition (1), constitutes a standard commercial practice in reaction to market conditions (2), or arises from independently made similar decisions (3), it is not considered as anti-competitive^[9].

A behaviour is considered anti-competitive when it results in monopoly pricing of goods and restricts the entry of new competitors into the market. Often referred to as a concerted practice under European law, it signifies a form of coordination among enterprises where deliberate cooperation is used to reduce competitive risks without forming a formal agreement^[10]. In cases of parallel conduct, direct evidence, such as a formally concluded agreement, is usually lacking, as such practices are carried out secretly. Earlier, the presence of an agreement was crucial, as the “plus” in the parallelism-plus approach represented “an agreement,” and the burden of proof required a party to establish a clear agreement indicating a meeting of minds. With time, this interpretation has shifted, and the “plus” in the parallelism-plus approach now denotes the preponderance of probabilities circumstances that suggest a meeting of minds.

Proving an agreement through the “balance of probabilities” test implies that the conduct and actions of market players cannot be rationalized without assuming an anti-competitive agreement and coordinated behaviour among them^[11]. The CCI infers the existence of a cartel from “a series of coincidences and indicators which, collectively, may serve

as evidence of an agreement in the absence of a more plausible explanation^[12].” The CCI has also observed that merely having a trade association where members meet and exchange certain information cannot be treated as a breach of the Competition Act’s provisions. Such meetings must be coupled with concurrent actions by the conspirators- like a price increase, to amount to circumstantial evidence. The CCI would regard information exchange among competitors through the trade association as a positive factor. However, without additional circumstantial or economic evidence showing that competitors used the platform for collusion, the ‘plus’ elements alone would be insufficient to establish the existence of an anti-competitive agreement.”

Evolution of Indian Judicial Decisions on Cartelisation and Parallel Behaviour

a. Earlier Position

Parallel conduct by itself does not amount to anti-competitive behaviour. To prove that such conduct is collusive, competition law generally demands direct evidence of a “meeting of minds” or an explicit agreement between the parties involved. In the absence of clear proof of coordination, parallel actions are usually viewed as independent and logical market decisions rather than instances of anti-competitive collusion.

1. Pre-Payment Penalty

▪ Surinder Bhakoo v. HDFC Bank Ltd^[13]

Facts of the case: Mr. Surinder Bhakoo borrowed Rs. 95 lakhs from HDFC Bank to purchase a car. Upon prepaying the loan, HDFC imposed a Prepayment Penalty Charge (PPC), which Bhakoo claimed violated Sections 3 and 4 of the Competition Act, 2002. The case was brought before the Competition Commission of India (CCI) to assess whether HDFC's conduct was anti-competitive and whether the bank held a dominant market position.

Majority opinion: The majority found no direct proof of an agreement between HDFC and other banks, requiring clear evidence of a “meeting of minds.” They concluded HDFC had not violated Section 3 and was not dominant, dismissing Section 4 claims.

Minority Opinion: The minority focused on the 2003 Indian Banking Association (IBA) resolution approving PPC, interpreting it as evidence of an anti-competitive agreement. They argued that PPC reduced consumer choice and restricted competition, thus violating Sections 3 and 4 of the Act.

▪ Yashoda Hospital v. India Bulls Financial Services Ltd^[14]

Facts of the case: Yashoda Hospital obtained a loan of ₹30.18 crore from India Bulls Financial Services Ltd. (IFSL) and was levied a Prepayment Penalty Charge (PPC) upon early repayment. The hospital contested the PPC, contending that it (1) amounted to an abuse of IFSL’s dominant position by restricting borrowers from switching lenders, and (2) represented a horizontal anti-competitive agreement prevalent among various financial institutions. The Director General determined that the PPC adversely affected competition but concluded that IFSL was not dominant, as it held only a 4.88% market share.

Majority Opinion: The majority found no anti-competitive agreement between IFSL and other institutions, and ruled IFSL was not dominant, dismissing claims under Sections 3 and 4.

Minority Opinion: R. Prasad, dissenting, redefined the relevant market as having two parts: (1) the loan market, and (2) the after-market of loan recovery. He argued that in the after-market, PPC made borrowers captive, allowing IFSL to exert dominance. He viewed PPC as anti-competitive by creating barriers to entry, discouraging innovation, and being unfair due to the disproportionate interest payments early in the loan period. While Prasad acknowledged parallelism in PPC across financial institutions, he emphasized that a “meeting of minds” must still be proven for horizontal agreements under Section 3(3).”

2. Construction Contracts

▪ **Belaire Owner’s Association v. DLF Ltd** ^[15]

Facts of the Case: In *Belaire Owner’s Association v. DLF Ltd.*, the apartment owners alleged that DLF had abused its dominant position by compelling them to sign one-sided agreements after they had made substantial payments, asserting that these were standard contracts. The primary concerns raised involved delays in possession, unjust penalties, and unilateral alterations to construction plans. DLF contended that the agreements were executed before the enactment of the Competition Act and pertained to sales rather than services.

Majority Opinion: The CCI dismissed DLF’s defence, identifying the relevant market as “high-end apartments in Gurgaon” and determining that DLF held a dominant position within it. Applying the Small but Significant Non-Transitory Increase in Price (SSNIP) test, the CCI observed that even with a 5% price increase, buyers remained willing to purchase the apartments due to factors such as world-class amenities, proximity to the airport, and access to malls and other facilities. The Commission concluded that DLF had exploited its dominant position to impose unfair terms, thereby violating competition laws. As a result, a penalty of ₹630 crore was levied, and DLF was directed to revise its agreements.

Minority Opinion: R. Prasad identified the existence of an “after-market,” where buyers, constrained by high exit costs, rendered DLF dominant irrespective of its initial market position. He argued that this situation effectively restricted competition, thereby breaching Sections 3(1) and 3(2). While R. Prasad was cautious about labeling agreements as anti-competitive in the absence of clear proof of a “meeting of minds,” he addressed this by narrowly defining the relevant market to safeguard “captured” consumers, particularly in cases involving apartment developers. He recognized that builders often impose unilateral and unfair terms without any explicit coordination among themselves, leaving consumers with virtually no real alternatives. In his dissenting opinions, Prasad consistently aimed to protect such trapped consumers by defining the relevant market as the specific housing project, thereby establishing the builder’s dominance within that confined market scope.

3. Discoms

▪ **Neeraj Malhotra v. North Delhi Power Ltd** ^[16]

Facts of the Case: In *Neeraj Malhotra v. North Delhi Power Ltd.*, the Informant alleged that North Delhi Power Ltd., BSES Rajdhani Power Ltd., and BSES Yamuna Power Ltd. had engaged in anti-competitive practices and abused their dominant position. The matter concerned the supply and distribution of electricity through meters, wherein the discoms allegedly misled consumers into believing that meters could only be purchased from a panel approved by them. The Informant further contended that these meters functioned on the higher end of the permissible error range, resulting in unjust billing.

Majority Opinion: The CCI found no direct evidence of an anti-competitive agreement among the discoms. The majority held that there was a single relevant market the supply and distribution of electricity within each discom’s area where each discom was dominant. However, it rejected the allegation of abuse of dominant position, stating that the data concerning meter errors was too limited to establish abuse. The discoms’ practice of maintaining a panel of approved meter suppliers was also upheld as legitimate, with no negative impact on consumer welfare.

Concurring Opinion: In a concurring opinion, Geeta Gauri contended that there were two distinct markets: the wholesale and retail markets for meters. She held that although the discoms were dominant in the retail market, there was no abuse of dominance, as it was economically rational for consumers to depend on the discoms for meter installation.

Dissenting Opinion: In dissent, P.N. Parashar, supported by R. Prasad, identified three separate relevant markets: (a) distribution and supply of electricity, (b) supply of meters, and (c) billing. He held that the discoms had abused their dominant position by misleading consumers into believing that meters could only be purchased from the discoms’ approved panel, which the discoms were not legally empowered to establish. Parashar also rejected the majority’s view regarding the small data sample, arguing that even limited data should be relied upon if it indicates a clear case of consumer overcharging, constituting abuse of dominance.

Criticism of this Position: Following are some of the strongest criticisms of this position

- The use of “or” between “agreement” and “practice carried on” indicates that practices outside the usual course of business can, by themselves, be regarded as anti-competitive.
- The Chapter II title (“Prohibition of Certain Agreements”) and Section 3 heading (“Anti-Competition Agreement”) serve as internal aids for interpretation; however, when the provision is unambiguous, they should not be employed to impose an additional requirement of a meeting of minds.
- Requiring independent proof of a meeting of minds for a “practice carried on” could undermine the objective of curbing anti-competitive conduct.
- Since an agreement (as defined under Section 2(b)) already encompasses “practice carried on” and

“decision taken,” mandating separate proof of a meeting of minds would render these terms redundant.

- e. Engaging in an anti-competitive practice or decision should, by itself, inherently suggest a meeting of minds.

b. Change in position

The CCI held that an anti-competitive agreement under Section 3(3) can be established even without direct evidence of a meeting of minds and may be inferred from an assessment of multiple coincidences^[17].

▪ All India Tyre Dealers Federation v. Tyre Manufacturers^[18]

Facts of the Case: The case arose following the shift from the MRTP Act to the Competition Act, when the All-India Tyre Dealers Federation (IP) alleged anti-competitive conduct by certain tyre manufacturers. The allegations included collusive pricing, cartelization, and the failure to transfer excise duty concessions to consumers. The tyre market was segmented into four categories: original equipment, replacement, export, and state transport. The Director General (DG) found that five major manufacturers Apollo, MRF, Birla, Ceat, and JK had formed a cartel, engaging in practices harmful to competition.

Majority Opinion: The majority held that while parallelism existed in the oligopolistic tyre market, such parallel conduct does not necessarily indicate anti-competitive behavior. They emphasized that rational parallelism is often essential to prevent destructive price wars and found the evidence of conspiracy insufficient. Additional claims, such as under-utilization of capacity and coordinated actions through the Automotive Tyre Manufacturers Association (ATMA), were deemed inadequate to establish the existence of a cartel.

Minority Opinion (R. Prasad): In contrast, R. Prasad’s dissent highlighted that while parallelism existed among the producers, it did not automatically imply the presence of an agreement. He argued that the mere existence of similar practices called for additional evidence of anti-competitive intent. Prasad noted that conduct such as capacity under-utilization and coordinated activities through ATMA suggested a tacit consensus, marking a shift from his earlier stance, which required clear proof of cooperation.

▪ Express Industry Council of India v. Jet Airways (India) Ltd^[19]

Facts of the Case

The Express Industry Council of India (IP) alleged that certain airlines had engaged in an anti-competitive arrangement to standardize the fuel surcharge (FSC). The Director General, after reviewing the materials and evidence gathered during the investigation, concluded that the claims regarding anti-competitive conduct in FSC rates for cargo transportation from 2008 to 2013 were unsubstantiated. However, the CCI found sufficient evidence to determine that the opposite parties had indeed coordinated to manipulate the FSC.

Unanimous Decision: The issue centred on defining the type and extent of evidence required to establish an anti-competitive agreement. The CCI noted that direct evidence of collusion is rare, making it necessary to assess whether

the parties had a mutual understanding and were acting in concert. The operators acted simultaneously, and the only plausible explanation for the increase in FSC rates was coordination among them.

Parallel conduct alone does not amount to anti-competitive behaviour unless supported by additional factors that indicate otherwise. Given the absence of any credible alternative explanation, the CCI concluded that collusion was evident. Under Section 3(3) of the Act, once the existence of an agreement is established, it is presumed to appreciably harm competition, and the burden to disprove this rests on the parties involved. The opposite parties failed to counter this presumption or demonstrate how their actions benefited consumers or improved production or distribution. Consequently, the CCI imposed fines of ₹39.81 crore on OP-1, ₹9.45 crore on OP-2, and ₹5.10 crore on OP-3.

Evidentiary Standards And Economic Analysis In Proving Cartelisation

Proving cartelisation under the Act presents a unique legal and economic challenge because cartels, by their very nature, operate in secrecy and rarely leave behind explicit documentary evidence of collusion. Consequently, the CCI does not rely solely on direct evidence such as written agreements, recorded communications, or formally executed contracts^[20]. Instead, the evidentiary framework has gradually evolved to accommodate circumstantial evidence, economic indicators, and probabilistic reasoning, thereby enabling the Commission to uncover covert anti-competitive arrangements. This shift reflects a pragmatic understanding that insisting on direct proof of a “meeting of minds” would render enforcement largely ineffective.

The evidentiary standard generally applied in cartel cases is the “preponderance of probabilities” rather than the stricter criminal standard of “beyond reasonable doubt.” Under Section 3(3) of the Act, once the existence of an agreement among competitors relating to price-fixing, output limitation, bid rigging, or market allocation is established, it is presumed to have an Appreciable Adverse Effect on Competition (AAEC). The burden then shifts to the accused enterprises to rebut this presumption by demonstrating pro-competitive justifications such as efficiency gains or consumer benefits. This reverse burden mechanism significantly strengthens enforcement by preventing enterprises from escaping liability merely due to the absence of explicit written agreements.

Economic analysis plays a crucial complementary role in this framework. The CCI frequently relies on “plus factors” economic and behavioural indicators that, when combined with parallel conduct, suggest collusion rather than independent decision-making^[21]. These factors include identical or near-identical price movements without cost justification, bid rotation patterns in tenders, sudden capacity under-utilization, uniform discount policies, unusual information exchange through trade associations, and simultaneous withdrawal from competitive practices. Market structure analysis is also important; oligopolistic markets with high entry barriers, product homogeneity, and frequent interactions among competitors are considered more susceptible to cartel behaviour.

Additionally, the Commission increasingly employs data-driven tools and econometric methods, such as price trend analysis, regression models, and correlation assessments, to

detect suspicious uniformity in market behaviour. Trade association meetings and information exchanges are not automatically deemed unlawful; however, when such platforms are followed by synchronized commercial actions, they serve as strong corroborative evidence. The objective is not merely to identify identical conduct but to determine whether such conduct is economically irrational unless explained by coordination.

Thus, the modern Indian competition law approach integrates legal presumptions with economic reasoning, ensuring that the covert and sophisticated nature of cartels does not undermine regulatory oversight. This balanced methodology enables the CCI to distinguish legitimate competitive parallelism from unlawful collusion while safeguarding both market efficiency and consumer welfare.

Enforcement Mechanisms And Penalties Under The Competition Act, 2002

The Competition Act, 2002 establishes a comprehensive enforcement framework aimed at deterring anti-competitive conduct and ensuring the effective functioning of markets in India. The primary authority entrusted with enforcement is the CCI, which exercises investigative, adjudicatory, and remedial powers to address cartelisation, abuse of dominance, and other anti-competitive agreements. Enforcement under the Act is not merely punitive but also corrective and preventive, seeking to restore competitive conditions while discouraging future violations.

One of the most significant enforcement tools available to the CCI is contained in Section 27 of the Act, which empowers the Commission to issue cease-and-desist orders, impose monetary penalties, and direct enterprises to modify or discontinue anti-competitive agreements. In cartel cases, the penalty may extend to up to three times the profit for each year of continuance of the cartel or 10 percent of the average turnover for the preceding three financial years, whichever is higher. This stringent penalty structure reflects the legislature's intention to treat cartelisation as one of the gravest forms of market distortion. Additionally, individuals who were in charge of and responsible for the conduct of business at the time of the contravention such as directors and key managerial personnel may also be held personally liable, thereby strengthening deterrence.

Beyond financial sanctions, the CCI may adopt behavioural and structural remedies. Behavioural remedies involve directing enterprises to alter specific business practices, such as exclusive supply arrangements or discriminatory pricing policies. Structural remedies, though less frequent, may include the division of enterprises or modification of ownership structures in extreme circumstances to eliminate market concentration. These measures demonstrate that enforcement is not limited to punishment but extends to market correction and consumer protection.

The Act also provides mechanisms that enhance detection and compliance. The Leniency (Lesser Penalty) Regulations encourage cartel participants to voluntarily disclose information by offering reduced penalties in exchange for cooperation^[22]. This whistle-blower-style approach significantly improves cartel detection, given the secretive nature of such arrangements. Further, Section 53N enables affected parties to seek compensation before the National Company Law Appellate Tribunal (NCLAT) for losses suffered due to anti-competitive conduct, thereby introducing a civil redressal dimension to enforcement^[23].

Investigations are typically conducted by the Director General (DG), who gathers evidence, examines documents, and records statements. The CCI then evaluates the DG's report, hears the parties, and passes a reasoned order^[24]. This multi-layered procedure ensures procedural fairness while maintaining regulatory effectiveness. Overall, the enforcement regime under the Competition Act, 2002 balances deterrence, correction, and compliance promotion. By combining stringent penalties with investigative powers and incentive-based disclosure mechanisms, the Act aims to cultivate a competitive business environment that ultimately benefits consumers and the broader economy.

Conclusion and Suggestions

The trajectory of judicial decisions in India, particularly those of the CCI, reflects a significant shift from traditional approaches in addressing cartels and anti-competitive agreements. Historically, proving the existence of such agreements relied heavily on explicit evidence of a "meeting of minds." In contrast, recent CCI rulings indicate a readiness to infer collusion from circumstantial evidence and parallel behaviour among market participants. This doctrinal evolution acknowledges the practical reality that cartels are rarely documented and are instead manifested through patterns of coordinated conduct and economic signals.

The *Express Industry Council of India v. Jet Airways (India) Ltd.* case exemplifies this transition. Even in the absence of direct documentary proof, the CCI concluded that the airlines' parallel revision of fuel surcharge rates indicated a concerted effort to fix prices, an inference drawn from the cumulative circumstances and lack of any plausible alternative explanation. Such decisions illustrate a broader judicial willingness to rely upon indirect indicators, behavioural trends, and economic logic rather than rigid formalism.

The incorporation of evidentiary standards based on the preponderance of probabilities and the increasing use of economic analysis further strengthens this modern enforcement approach. The CCI's reliance on "plus factors," market-structure assessment, price-pattern evaluation, and data-driven tools demonstrates a sophisticated blending of legal reasoning with economic methodology. This ensures that lawful competitive parallelism is not wrongfully penalised while covert collusion does not escape scrutiny merely due to the absence of written agreements. The shift from a purely agreement-centric model to an effects- and evidence-based framework marks a significant maturation of Indian competition jurisprudence.

Equally important is the role of enforcement mechanisms and penalty structures under the Competition Act, 2002, which provide the necessary deterrent force to these evidentiary developments. The imposition of substantial financial penalties, personal liability of key managerial personnel, behavioural and structural remedies, and the availability of compensation claims collectively ensure that anti-competitive conduct attracts meaningful consequences. Additionally, the leniency regime and investigative powers of the Director General enhance detection capabilities and incentivise voluntary compliance, thereby complementing punitive enforcement with preventive strategies.

Taken together, these developments reveal a regulatory ecosystem that is progressively aligning legal doctrine, economic analysis, and enforcement policy toward a

common objective the preservation of competitive market structures and consumer welfare. By moving beyond rigid evidentiary demands, embracing probabilistic and economic evaluation, and reinforcing deterrence through stringent penalties and compliance incentives, the CCI has positioned itself as a proactive guardian of fair competition. Continued refinement of these mechanisms, coupled with transparency and consistency in decision-making, will be essential in ensuring that India's competition law regime remains responsive to evolving market complexities and effectively safeguards the broader economic interest.

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