


Name:			
Enrolment No:			
<b>UPES</b> <b>End Semester Examination, May 2023</b>			
<b>Course: Competition Law</b> <b>Program: LL.B.</b> <b>Course Code: CLCC 2035P</b>		<b>Semester: IV</b> <b>Time 03 hrs.</b> <b>Max. Marks: 100</b>	
<b>Instructions:</b>			
<b>SECTION A</b> <b>(5Qx2M=10Marks)</b>			
S. No.		Marks	CO
Q 1	Statement of question		
a.	Gun jumping	2	CO1
b.	Predatory Pricing	2	CO1
c.	Herfindahl Hirshman Index (HHI)	2	CO1
d.	Competition Advocacy	2	CO1
e.	Platform Markets	2	CO1
<b>SECTION B</b> <b>(4Qx5M= 20 Marks)</b>			
	Statement of question		
Q 2	Define and illustrate the concepts of ‘demand side substitutability’ and ‘supply side substitutability’ as used in defining the relevant product market.	5	CO2
Q 3	Examine applicability of ‘Rule of Reason’ in establishing appreciable adverse effect on competition in case of anticompetitive agreements.	5	CO2
Q 4	Describe dominant position under the Competition Act. What are various approaches to define dominance?	5	CO2
Q 5	Discuss the concept of ‘Control’ in the light of 2023 amendments in the Competition Act.	5	CO2
<b>SECTION-C</b> <b>(2Qx10M=20 Marks)</b>			
	Statement of question		
Q 6	Comment on the interface between intellectual property and Competition law as provided in the Competition Act while discussing relevant provisions and the case law. Briefly discuss related amendments in Competition Act, if any.	10	CO3

Q 7	Analyse various factors to be take in to account for establishing the ‘Theory of Harm’ in case of Combinations in India. Cite relevant provisions and case law.	10	CO3
<b>SECTION-D =50 Marks)</b>			
	Statement of question		
Q 8	Examine the nature of merger remedies and their design, used by CCI for Combinations in India. Cite relevant case(s) where the Competition Commission of India used remedies.	15	CO3
	<p>Group of Restaurant &amp; Hotel of India (<b>GRHI</b>) filed an information against Plan your trip PYT and Boravel Stays Operators Limited (<b>BOYO</b>) alleging price parity, deep discounting and other exclusionary conduct amounting to violation of the Competition Act. Subsequently, Hab Private Limited (<b>HabHotels</b>) requested and was impleaded as an informant in the matter. Guptub Solutions Private Limited (<b>Geebo</b>) separately filed an information against the same parties with similar allegations, which was clubbed with the matter. For the sake of brevity, <b>GRHI</b>, HabHotels, and Geebo are collectively referred to as the "<b>Informants</b>". Informants <i>inter alia</i> claimed that PYT imposed "price parity" and "room parity" clauses on hotel partners, whereby the hotel partners (i) were not allowed to sell rooms at any OTA or their own online portal at a price below than the price offered on PYT platform and (ii) could not refuse rooms on PYT platform if rooms were accessible on any other OTA.</p> <p>It was additionally argued that PYT offered deep discounts and indulged in very low prices and predation. The Informants submitted that PYT denied market access to HabHotels and Geebo by (i) charging excessive commission and (ii) giving preferential treatment to BOYO through confidential commercial agreements. PYT was also allegedly charging a service fee from customers at the behest of its hotel partners but not paying up to its partners. The Informants further argued that if a hotel partner wished to remove itself from PYT platform, PYT would, instead of removing the hotel partner's name, indicate "sold out" or "no rooms available" for that hotel, thereby severely affecting the hotel's business.</p> <p><b>Answer Q9 &amp; Q10 in light of above facts:</b></p>		CO4
Q 9	<b>With reference to above facts, discuss the factors to be taken into account for defining the ‘Relevant Market’ in case of online and offline markets in such cases.</b>	15	CO4
Q 10	<b>With reference to above passage, identify and analyse the competition concerns under various provisions of the Competition Act, 2002.</b>	20	CO4