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In the latest edition of the Competition Law Newsletter, we cover a review order of the Supreme Court, an order of the Madras High Court, the National Company Law Appellate Tribunal (**NCLAT**) and enforcement and combination orders published by the Competition Commission of India (**CCI/Commission**).

SUPREME COURT INTERPRETS THE POWER OF THE CCI TO INVESTIGATE COMBINATIONS, AGAIN

In an interesting development, the Supreme Court vide an order dated [16 May 2025](#) allowed a Review Petition filed by the CCI against the Judgement of the Apex Court dated [29 January 2025](#) in the AGI Greenpac – INSOC feud over Hindusthan National Glass (covered in our [February Newsletter](#)) where it had held that the approval of a proposed combination by the CCI must be obtained before the approval of a Resolution Plan by the Committee of Creditors under Section 31(4) of the Insolvency and Bankruptcy Code, 2016.

The Review Petition was filed only challenging three paragraphs of the Judgment relevant to the interpretation of Section 29 of the Competition Act, 2002 and how it allegedly overlooked the CCI's detailed monitoring mechanism in its order dated [15 March 2023](#) approving AGI Greenpac's combination proposal with HNGIL, subject to prescribed modifications.

The Supreme Court found that its earlier Judgment had outlined an incorrect procedural path once a show cause notice under Section 29(1) of an appreciable adverse effect on competition is issued to parties. The Judgment stated that once a *prima facie* view is arrived at by the CCI, it implies a mandatory investigation by the Director General, only after which the CCI may then proceed with further steps.

The Court held that the use of the words 'may' and 'shall' in Section 29 & 29(1A) respectively clearly indicated the intent of the legislature. Hence, where the CCI is of the *prima facie* opinion that a combination is likely to cause an adverse effect in the market, it shall issue a show cause notice to the parties, and has the discretion to accept the reply and/or modifications proposed by the parties, or to proceed to a further investigation.

Consequently, the Supreme Court directed that the parts under challenge in the Judgment be replaced by the *dispositif* arrived at in the current order.

MADRAS HIGH COURT DISMISSES GOOGLE'S PLEA SEEKING REJECTION OF THE SUIT FILED BY TESTBOOK

In a significant ruling, the Madras High Court vide an order dated 11 June 2025, dismissed Google's plea to reject a suit filed by TestBook Edu Solutions Pvt. Ltd. (**Textbook**), an ed-tech platform, challenging the legality of Google's Play Store billing terms and service fees.

TestBook approached the Court in July 2023, challenging Google's revised payment terms emanating from the order of the CCI dated [25 October 2022](#) — including clause 15.3 of the Developer Distribution Agreement (**DDA**), and the imposition of service fees through the Google Play Billing System and User Choice Billing policy. The company sought declaratory and injunctive reliefs to prevent the delisting of its apps for non-compliance with the disputed terms.

Google sought rejection of the suit on the grounds that: (a) The suit disclosed no cause of action [Order VII Rule 11(a)], (b) it was barred by law under Section 61 of the Competition Act, 2002, and (c) the Payment and Settlement Systems Act, 2007 (**PSS Act**) [Order VII Rule 11(d)]. Google argued that the suit was materially identical to earlier suits filed by other developers, which had been dismissed by a Division Bench of the same Court, and subsequently upheld (pending SLPs in the Supreme Court). The core grievances therefore fell squarely within the exclusive jurisdiction of the Competition Commission of India.

TestBook argued that its claims were distinct as they centered on contractual violations, including claims of novation, undue influence (Section 16 ICA), unconscionable terms, and most notably, waiver – which had not been raised in earlier suits. It maintained that a civil court retained jurisdiction to adjudicate *in personam* disputes over unfair contract terms, even if similar facts had also been the subject of regulatory proceedings. The PSS Act did not oust civil court jurisdiction for private contractual disputes.

The High Court agreed with TestBook holding that *"the jurisdiction of the civil court would be restricted*

to the contract between the parties to the dispute...in personam and the adjudication would be confined to the parties before the Court. Put differently, the scope of inquiry would be limited to whether the defendant is in a dominant or unequal bargaining position vis-a-vis the plaintiff and not whether the defendant is in a dominant position vis-à-vis the relevant market.”

The Court further held that “*the critical issue is not whether the plaintiff could have approached the CCI, but whether the plaintiff is barred under Section 61 of the Competition Act from approaching this Court either because of the availability of the option of approaching the CCI or for any other reason. It is pertinent to mention, in this regard, that a civil court provides private law remedies that are typically non-discretionary with a few exceptions such as interlocutory remedies.*” Consequently, the jurisdiction of the civil court was not barred under Section 61 of the Competition Act, since the suit pertained to contractual issues between specific parties—not broader market-level anti-competitive conduct.

Similarly, no ouster of jurisdiction was found under the PSS Act, which lacks express or implied provisions barring civil suits on such issues. The Court found that the plaintiff did disclose a cause of action and raised substantial issues, including waiver, that warranted adjudication.

In contrast to the earlier batch of suits, the Court noted that TestBook’s suit was independently maintainable owing to its distinct legal assertions—particularly the plea of waiver—and could not be rejected.

NCLAT DENIES STAY OF THE CCI’S DECISION AGAINST DIGITAL SERVICE PROVIDERS UFO & QUBE

The NCLAT, vide order dated [09 June 2025](#), declined to stay the order of the CCI dated [16 April 2024](#) imposing penalties on UFO and Qube for imposing restrictive clauses in the supply of Digital Cinema Equipment (DCE) to theatre owners and provision of post-production processing services in India.

As covered in our [May Newsletter](#), the CCI had held that the conduct of the parties created barriers to entry and foreclosed competition, and directed the parties to remove such restrictive clauses in their lease agreements and also imposed monetary penalties.

On appeal, at the interim stage, the NCLAT noted the clear and concurrent observations made by the DG and CCI and noted that restrictive clauses imposed by the parties of tying the lease of the DCEs to exclusive supply of content restricted the theatre owners from procuring content processed by any other third parties. The NCLAT also noted that owing to this, no significant player had entered the post production services market in several years. The NCLAT noted that there would be no irreparable loss and therefore no case for a stay had been made.

However, vide order dated 11 June 2025, it was clarified that while there is no stay on findings of the CCI, an interim stay was granted on the further recovery of the monetary penalty imposed on the parties, which was subject to parties depositing 25% of the penalty amount.

CCI APPROVES COMBINATIONS IN THE CEMENT SECTOR

The CCI, vide two separate orders dated [20 December 2024](#) and [04 March 2025](#), approved the acquisition of majority stake in India Cements by Ultratech (**India Cements Acquisition**), and the acquisition of 46.80% stake of Orient Cement by Ambuja Cement (**Orient Cement Acquisition**).

While delineating the geographical market, the CCI, basis the previous decisional practice, reiterated that cement being a bulk commodity with significant transportation cost, is generally consumed in proximity to the the production cluster. Thus, geographical markets ought to be basis the logistical viability and actual dispatch patterns.

With regards to the India Cement Acquisition, CCI *prima facie* found that it may lead to appreciable adverse effect in certain markets comprising Andhra Pradesh, Telangana, Tamil Nadu, and Karnataka. A show cause notice and oral hearing followed.

On further examination, the CCI noted that its primary concern lay in the fact that cement industry is prone to cartelization and had a history of cartelization as well having been fined on multiple occasions in the past, and the transaction may lead to more collusion amongst the players.

However, the CCI also took note of the auctioning of ten limestone mines which would open up market capacity by 20 MTPA, as well as the weak financial position and low-capacity utilisation of India Cements. The CCI noted that the proposed combination is critical for India Cement continued

viability. Combined with the entry of players such as Adani and JSW the Commission concluded that this would address its potential concerns.

In relation to the Orient Cement Acquisition, the CCI, basis the dynamics of location of cement production cluster and dispatch patterns noted that the geographical market ought to comprise of Andhra Pradesh, Telangana, Karnataka, Gujarat and Maharashtra.

However, the combined market share of the partes was 15-20%, with an incremental market share of less than 5%. Other major players were also present such as Ultratech, JSW, and Dalmia. Thus, the CCI concluded that the transaction is not likely to change the competition dynamics.

KKR GETS CCI NOD FOR CONTROLLING STAKE IN HGEL

CCI vide Order dated [01 May 2025](#) approved the proposed combination involving the acquisition of 54% diluted voting share capital and sole control over HealthCare Global Enterprises Limited (**HGEL/Target**), a publicly listed company, operating multi-specialty hospitals, cancer care centres, and diagnostic facilities across India.

The Commission assessed potential overlaps and relationships between the Target and KKR's portfolio companies, and found that HGEL's operations overlapped with Baby Memorial Hospital, in the provision of Quaternary Care Segment (liver, kidney, and bone marrow transplant services) and tele-medical consultation services. However, the combined market shares in these segments were minimal (0-5% or 5-10% for bone marrow transplants), with negligible incremental impact and significant competition from other players.

Vertically, KKR's portfolio companies, J.B. Chemicals & Pharmaceuticals and Healthium Medtech, supplied pharmaceutical products and medical devices to HGEL, but their market shares were insignificant, posing no foreclosure risks.

Finally, the CCI found an ancillary relationship existed with Shri Ram General Insurance (another KKR portfolio company) in health insurance, However, due to the presence of other market players, competition concerns did not arise.

Consequently, CCI unconditionally approved the combination.

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