



## COMPETITION COMMISSION OF INDIA

Case No. 01 of 2019

**In Re:**

**Mr. Shravan Yadav,**  
2518/1, 14<sup>th</sup> Main Road,  
Kumaraswamy Layout,  
Bangalore South, Bengaluru,  
Karnataka, 560078

**Informant No. 1**

**Mr. Amitsinh Tanvar,**  
2/Parishram Park,  
Kanpura, Tapi, Vyara,  
Gujarat, 394650

**Informant No. 2**

**Mr. Lavmeet Katariya,**  
Plot No. 148, Janak Vihar,  
Sirsi Road, Jaipur,  
Rajasthan, 302034

**Informant No. 2**

**And**

**Volleyball Federation of India (VFI)**  
Room No. 72,  
Jawahar Lal Nehru Stadium,  
Chennai, 600003

**Opposite Party No. 1**

**Baseline Ventures (India) Pvt. Ltd. (Baseline)**  
Awfis Chemtex House, 6<sup>th</sup> Floor,  
Near Main Street, Chemtex Lane,  
Sainath Nagar, Hiranandani Gardens,  
Mumbai, Maharashtra, 400076

**Opposite Party No. 2**



## CORAM

**Mr. Ashok Kumar Gupta**  
**Chairperson**

**Mr. U.C. Nahta**  
**Member**

**Ms. Sangeeta Verma**  
**Member**

### **Present:**

*For the Informants:* : Mr. Ashish Kothari, Advocate  
Mr. Devang Gautam, Advocate

*For VFI* : Mr. Jayant Kumar, Advocate

*For Baseline* : Mr. Rahul Kumar, Advocate

### **Direction under Section 26(1) of the Competition Act, 2002**

1. In the present case, an information has been filed by Mr. Shravan Yadav (“**Informant No. 1**”), Mr. Amitsinh Tanvar (“**Informant No. 2**”) and Mr. Lavmeet Katariya (“**Informant No. 3**”) under section 19(1)(a) of the Competition Act, 2002 (hereinafter, the “**Act**”) against Volleyball Federation of India (“**VFI**”) and Baseline Ventures (India) Private Limited (“**Baseline**”), alleging contravention of the provisions of Sections 3 and 4 of the Competition Act, 2002 (“**the Act**”).

#### ***Brief facts and allegations as per the information***

2. The Informants are International volleyball players who have represented India in numerous international championships and tournaments.



सत्यमेव जयते



3. VFI is a National Sports Federation (“NSF”) for Volleyball in India recognised by the Ministry of Youth Affairs & Sports, Government of India.
4. VFI is the exclusive holder of all the rights pertaining to volleyball including commercials associated with it. It exercises full control over the players of volleyball registered or associated with it, with respect to their participation in all sporting events, leagues, tournaments, sale and promotion of their goodwill, reputation, sponsorship, endorsement rights, media and advertising rights and other commercial rights.
5. Baseline is a company registered under the Companies Act, 2013 and is, *inter-alia*, engaged in providing consultancy services, arranging sponsorships, marketing brands and sports events, brand licensing, including providing consultancy for sports management, celebrity endorsements and management, *etc.*
6. The ranking of Indian volleyball team is dropping year after year with the present ranking of the Senior Indian Men’s and Women’s Teams being 131 and 117, respectively. The economic condition of professional volleyball players is extremely poor on account of insufficient remuneration for representing India in major volleyball tournaments and also due to lack of funding or opportunity to get endorsements or rewards to improve their economic condition.
7. In 2015, VFI decided to organize volleyball league in India similar to Indian Premier League, Pro-Kabaddi League, *etc.* with the objective of promoting volleyball in India and to provide much needed impetus to the Indian players to improve their game by playing with world-class players while at the same time, providing them financial incentives. However, the proposed volleyball league could not be launched for more than 3 years due to internal political rivalries in VFI. Baseline was arbitrarily and unilaterally appointed by VFI as the organiser of volleyball league and VFI entered into an agreement dated 21.02.2018, with Baseline granting it exclusive rights for organizing a volleyball league



for Men, Women and beach volleyball in India for the next 10 years (“**Volleyball League**”). Under the said Agreement, VFI has, *inter-alia*:

- (i) Created monopoly of Baseline for the next 10 years to organise Volleyball League for Men, Women and beach volleyball;
  - (ii) Under Clause 2.2 and 2.14 of the said agreement, given an undertaking to Baseline that it will not permit or allow, directly or indirectly, any other Volleyball League to be organised in India or abroad for the next ten years;
  - (iii) An undertaking to Baseline that it will ensure that volleyball players participate in the league being organised by Baseline and will not allow volleyball players who are participating in Volleyball League to participate in any other league in India or abroad;
  - (iv) VFI will not permit any player to participate in any other tournament or event (that would even include events like Asian games, Olympics or Volleyball World Championships) if the dates of such tournament clash with the dates of Baseline’s league;
  - (v) During the tenure of said agreement for next 10 years, VFI shall not directly or indirectly, deal or engage in any sort of activity or project or leagues or event of the same nature in India or abroad.
8. VFI is an enterprise within the meaning of Section 2(h) of the Act, as it has the mandate to undertake the economic activity of organising national and international volleyball events. Being the sole and exclusive authority to regulate and govern the game of volleyball, it enjoys powers including selection of Indian volleyball players, conducting national, open and international tournaments, approving tournaments, placing restrictions on participation of players, hearing appeals and grievance of players, VFI enjoys dominant position in the market for conducting and governing domestic and international volleyball activities for both men and women. VFI holds the right to give necessary permissions and rights for organisation of volleyball leagues.



9. By granting exclusive rights for 10 years to Baseline to organize Volleyball League and by restricting and prohibiting any other person or enterprise from organising a similar Volleyball League for the next 10 years, VFI has abused its dominant position and violated Section 4 of the Act. Further, by entering into this Agreement with Baseline, VFI has placed restrictions not only upon other persons or enterprises who wish to conduct similar leagues in India but also for the players of volleyball in India. Therefore, VFI and Baseline have violated provisions of Section 3 of the Act.
10. VFI has abused its dominant position by creating barriers for new entrants to enter the market, has driven existing competitors out of the market and has foreclosed competition by restricting volleyball players from participating in other leagues. The players are restricted from participating even in global events like Asian Games, Olympics or Volleyball World Cup, if the dates of these clash with Baseline's Volleyball League. The players are even deprived of the honour of representing their country in the world championships for selfish interests of VFI and Baseline.
11. On 14.02.2018, Mr. Ram Avtar Singh Jhakar, Secretary General of VFI, made an announcement during the auctions of Volleyball League being conducted by Baseline that the winning team of 2019 edition of the league will represent India in Asian Men's Club Volleyball Championship ("**Asian Championship**") to be held in Chinese Taipei in April, 2019. Thus, by virtue of this announcement, the Informants has contended that VFI has arbitrarily and in abuse of its dominant position as the sole authority for selecting the Indian team, taken away the opportunity from thousands of volleyball players across the country who are not picked by any team in Baseline's Volleyball League, to play in the Asian Championship. VFI also restricted any other Indian volleyball club from participating in the Asian Championship. Also VFI in collusion with Baseline has created monopoly for the teams of Baseline's Volleyball League comprising an exclusive club of about 66 players as opposed to hundreds of players in India to participate in Asian Championship from India. According to the Informants, this amounts to abuse of dominant position by VFI in violation of Section 4(2)(b)(i) and Section 4(2)(c) of the Act.



सत्यमेव जयते



12. It has been stated that VFI, being the NSF for volleyball in India, may impose restrictions or punishment on the players who refuse to abide by the directions of VFI not to play in any other league. Further, VFI being the sole authority for dispute resolution for players, the players have no recourse or remedy in case VFI decides to impose punishment on them for playing in other leagues. This amounts to abuse of dominant position by VFI and is in contravention of Sections 4(2)(a)(i), 4(2)(b)(i), 4(2)(c) and 4(2)(d) of the Act.
13. The Informants have stated that the clauses of the Agreement are *per se* anti-competitive and amount to controlling and limiting of the availability of volleyball players for other leagues for the next 10 years; controlling and restricting the volleyball players to participate in any other league of their choice for the next ten years; controlling the market for volleyball players as well as for other enterprises to hold the league; and refusal on the part of VFI to deal with enterprises other than Baseline. As per the Informants, the said Agreement is alleged to be in contravention of Section 3(3)(b) and Section 3(4)(d) read with Section 3(1) of the Act. It has been alleged that by entering into an agreement with Baseline and disallowing the volleyball players to compete at local, national and international level would cause grave prejudice to the interest of thousands of volleyball players who would be deprived of their rights, thereby, causing an appreciable adverse effect on the competition in relation to organizing volleyball tournaments and leagues in India.
14. Finally, the Informants contended that they as well as numerous other international and national players have been denied an opportunity to be part of auctions of Volleyball League being organised by Baseline due to the arbitrary selection of players by VFI and Baseline to form pool of players available for auction for Baseline's league. Several reputed and high ranked players who have represented India in various tournaments were arbitrarily denied the opportunity to be part of the auction pool without any reason, thereby shutting doors for such players to be part of the Volleyball League or to play in Asian Championship.



सत्यमेव जयते



15. The Informants have, prayed for following relief from the Commission:

- (i) Declare the said Agreement dated 21.02.2018, executed between VFI and Baseline as anti-competitive and void;
- (ii) Impose penalty against VFI and Baseline for entering into anti-competitive agreement dated 21.02.2018; and
- (iii) Take all such necessary actions as may be required in the facts and circumstances of the case.

***Preliminary Conference with the Parties***

16. The Commission considered the information in its meeting held on 31.01.2019 and decided to call the Parties for a preliminary conference on 27.02.2019, which, at the request of the Informants was adjourned and finally held on 11.04.2019, when the parties were heard through authorised representatives. In response to certain queries raised by the Commission *vide* its order dated 31.01.2019, VFI filed its reply to the queries as well as the Information. Pursuant to the preliminary conference, VFI filed its affidavit dated 17.04.2019 and written submissions dated 22.04.2019, whereby VFI informed that it has amended certain clauses of its Agreement with Baseline by way of an Addendum dated 13.04.2019, to clarify that there are no restrictions. Baseline also filed its separate written submissions dated 18.04.2019.

17. The Informants, *vide* their written submissions dated 22.04.2019, submitted that only superfluous changes have been made by VFI in the Agreement *vide* the said Addendum and the Agreement read with the Addendum continues to be anti-competitive. The Informants also contended that the fact that VFI amended its Agreement dated 21.02.2018, showed that the said Agreement was anti-competitive in the first place and therefore penalty should be imposed on VFI and Baseline.



सत्यमेव जयते



18. The Commission on 23.05.2019, considered the written submissions filed by Informants and VFI and the affidavit dated 17.04.2019, filed by VFI and directed VFI to file another affidavit with regard to directions contained in the order dated 11.04.2019, of the Commission that restrictions contained in the Agreement dated 21.02.2018, between OP-1 and OP-2 are only with respect to conducting volleyball league by the name 'Indian Volleyball League' and there has been no restriction on conduct of any other league of same or similar nature. VFI accordingly filed another affidavit dated 13.06.2019, confirming that there are no restrictions on any other person from conducting similar volleyball league (at domestic, state, national or international level). However, such volleyball league conducted by any person other than Baseline, will not be conducted in association with VFI during the term of its Agreement with Baseline.
19. The Commission considered the affidavit dated 13.06.2019, filed by VFI, in the ordinary meeting held on 19.06.2019.
20. The Commission has given a careful consideration to the information and submissions made during the preliminary conference as also the written submissions filed by the parties and particularly the affidavit(s) dated 17.04.2019 and 13.06.2019 filed by VFI and other material available on record
21. The Commission, in its earlier decisions, namely, *Hemant Sharma & Others And All India Chess Federation* (Case No. 79 of 2011), *Dhanraj Pillay and others And Hockey India* (Case No. 73 of 2011) and *Surinder Singh Barmi And Board for Control of Cricket in India* (Case No. 61 of 2010), has held sports federations to be 'enterprise' if they are engaged in activities covered under Section 2(h) of the Act. The Commission observes that VFI, as per the terms of its Constitution and bye laws, has, *inter-alia*, been established to organise national and international championships which generates revenue for VFI. Moreover, in consonance with its bye laws, VFI collects affiliation and other fees from its members. The Commission observes that the very fact that VFI has a mandate to undertake the





economic activity of organising tournaments makes it an enterprise in terms of Section 2(h) of the Act.

22. Once it is clear that VFI falls within the definition of enterprise under Section 2(h) of the Act, for assessment of dominant position of VFI, the next step is delineation of ‘relevant market’ as per Section 2(r) of the Act. Relevant market comprises ‘relevant product market’ and ‘relevant geographic market’.
23. In the present case, the allegations concern restrictions placed on organisation of volleyball league by any enterprise other than Baseline in India or abroad and on volleyball players who are part of the Volleyball League to participate in any other league or other national/international events for the next 10 years. In *Dhanraj Pillay case (Supra)*, the Commission noted that the sports sector comprises multitude of relationships. For example, a sports federation may be a seller of various rights such as media rights, sponsorship rights, and franchise rights associated with sports event(s) under its purview and there would be a separate set of consumers for each such right. However, the ultimate viewers of sport events are the end consumers, who influence the popularity of the sport. Also, a sports federation requires services of players, officials, *etc.* for staging an event which makes sports federations themselves as consumers. In this multitude of relationships, defining the relevant consumer would enable defining the relevant market.
24. The Commission observes that delineation of ‘relevant market’ for the analysis of allegations pertaining to restrictions on competing organisers to organise events should be considered from the point of view of final consumer, *i.e.*, the spectators. Given the unique characteristics of volleyball, it is unlikely the consumers will regard any other sport or event as substitutable. Similarly from intended use perspective also, entertainment from sports may not be regarded as substitutable with other forms of general entertainment. Accordingly, the relevant product market to assess restrictions on organisations of the volleyball events will be the “*market for organisation of professional volleyball tournaments/events*”. The Commission further notes that for assessment on restrictions on



सत्यमेव जयते



volleyball players, VFI requires the services of volleyball players for organising volleyball events which makes it a consumer of volleyball players. VFI cannot substitute the service provided by volleyball players with any other service. Accordingly, the relevant product market to assess restrictions on volleyball players will be the “*market for services of volleyball players*”.

25. As regards the relevant geographic market, the Commission is of the view that VFI being the National Sports Federation, governs the game of volleyball by stipulating rules and regulations that are applicable across India. As a result, the conditions of competition in both the product markets defined above are homogeneous across the nation and thus, the geographic dimension of both the product markets would cover whole of India. The Commission observes that relevant markets in the instant case would be:

- a. The ‘*market for organization of professional volleyball tournaments/ events in India*’
- b. The ‘*market for services of volleyball players in India*’.

26. Having delineated the relevant market, it is required to be examined as to whether VFI holds a dominant position, as alleged, in the said relevant markets.

27. The Act defines ‘dominant position’ under explanation (a) to Section 4 as, “*a position of strength enjoyed by an enterprise, in the relevant market, in India, which enables it to (a) operate independently of competitive forces prevailing in the relevant market; or (b) affect its competitors or consumers or the relevant market in its favour.*”

28. The Commission notes that one of the key factors for assessing dominance of an enterprise is the market power enjoyed by the enterprise. An enterprise is regarded as dominant if it enjoys/possesses a position of strength in the relevant market, which enables it to operate independently of competitive forces prevailing in the relevant market; or affect its competitors or consumers or the relevant market in its favour.



सत्यमेव जयते



29. The Informants have submitted that from a perusal of its Constitution and Bye-laws, VFI is the sole and exclusive authority to regulate and govern the game of volleyball in India. As per the Informants, VFI enjoys a dominant position in the market for conducting and governing domestic and international volleyball activities for both men and women and the related economic activities in India.
30. The Commission notes that VFI is the only national level volleyball federation in India, which is the sole governing body of the game of Volleyball and of the players of volleyball registered or associated with it. As per the Memorandum of Association contained in its Constitution and Bye Laws, VFI is the official organisation in complete and sole charge of all the matters concerned with the game of volleyball in India. Furthermore, VFI is vested with the authority to organise National Championships for Men, Women, Boys and Girls. VFI is also empowered to select teams to represent India in International competitions. Being the sole governing body of players of volleyball registered/associated with it, it exercises full control over them with respect to their participation in all sporting events, leagues, tournaments, sale and promotion of their goodwill, reputation, sponsorship, endorsement rights, media and advertising rights and other commercial rights. As a result, VFI is the *de-facto* regulator and an exclusive body responsible for the conduct and governance of all volleyball events in India. Further, regulatory powers enjoyed by VFI include right to give permission and rights for organising any volleyball league. Thus, regulatory powers coupled with right to carry out economic activity to the exclusion of any other body in the field grants virtual monopoly rights to VFI.
31. In light of the above, the Commission is of the view that being the only national level volleyball federation in India, regulatory powers enjoyed by it under the pyramid structure of sports governance and being the predominant buyer of the services provided by professional volleyball players, VFI, *prima facie*, appears to enjoy dominant position in both the relevant markets, *i.e.*, '*market for organization of professional volleyball tournaments/events in India*' and '*market for services of volleyball players in India*'.



32. Having *prima-facie* established the dominance of VFI in both the relevant markets, the Commission would now examine the alleged abuses.
33. The Informants have alleged that by executing the Agreement, VFI has granted exclusive rights for 10 years to Baseline to organize a Volleyball League by restricting and prohibiting any other person or enterprise from organising a similar league for the next 10 years. Further, VFI has given an undertaking to Baseline that it will not permit or allow, directly or indirectly, any other league to be organized in India or abroad for the next 10 years. VFI has also given undertaking to Baseline that during the tenure of the said Agreement, VFI shall not directly or indirectly, deal or engage in any sort of activity or project or leagues or event of the same nature in India or abroad. Further, VFI will ensure that the volleyball players participate in the league being organized by Baseline and that it will not allow volleyball players who are participating in Baseline's Volleyball League to participate in any other league in India or abroad. It has also been alleged that VFI has given an undertaking to Baseline that it will not permit any player to participate in any other tournament or event *i.e.*, events like Asian Games, Olympics or Volleyball World Championships, if the dates of such tournament/ event clashes with the dates of events conducted under the Baseline's league.
34. Apart from the above restrictions, VFI has entered into an arrangement with Baseline whereby the winning team of the Volleyball League organized by Baseline will get the exclusive right and privilege of being the only team from India to play in the Asian Championship that is held every year. As per the Informants, the alleged conduct is anti-competitive and it restricts all other volleyball players who are not part of Baseline's Volleyball League from participating and representing India in the Asian Championship.
35. The Informants have stated that besides them numerous other international and national players have been devoid of an opportunity to be part of auctions of Volleyball League being organised by Baseline. It has been alleged that VFI and Baseline arbitrarily selected players to form pool of players available for auction for Baseline's league. Further, several



सत्यमेव जयते



reputed and high ranked players who have represented India in various tournaments were arbitrarily denied an opportunity to be part of the auction pool without any reason, thereby shutting doors for such players to be part of the Volleyball League or to play in Asian Championship.

36. In this regard, the Commission notes that competition cases relating to sports associations/federations usually arise due to the dual roles, regulatory as well economic, performed by them. In this regard, the Commission, in *Hemant Sharma's Case (Supra)* in relation to conflict between regulatory and economic activities observed as under:

*“....the Commission notes that competition cases relating to sports associations/federations usually arise due to conflict between their regulatory functions and economic activities undertaken by them. The Commission is of the view that system of approval under the pyramid structure of sports governance is a normal phenomenon of sports administration. However, rules governing the players and the organisation of sport events/ tournaments often create a restrictive environment for the economic activities that are incidental to sport. Unlike other abuse cases, these could be justified if it is demonstrated that the restraint on competition is a necessary requirement to serve the development of sport or preserve its integrity. However, if restrictions impede competition without having any plausible justification, the same would fall foul of competition law.”*

*“.....it is also pertinent to note that an entity which commercially exploits a game and is also vested with the authority to regulate the game, by way of imposing rules and regulations including sanctioning of third party chess events, has incentives to foreclose competition and protect its commercial interest in organizing sports events and competitions. There is thus an inherent conflict of interest due to dual capacity of Regulator and organiser.” (emphasis added)*



37. From the above, the Commission notes that as per the decisional practice of Commission, there is an inherent conflict of interest when an entity is acting as a regulator as well as an organiser. The restraints imposed by the regulator would be justified if the restraint on competition is a necessary requirement to serve the development of sport or preserve its integrity. Furthermore, the proportionality of the regulations can only be decided by considering the manner in which regulations are applied.
38. Thus, it requires to be analysed whether VFI, which is a regulator of volleyball as well as the organiser of volleyball tournaments, was justified to enter into agreement with Baseline giving it exclusive rights for a period of 10 years to conduct and organise Volleyball League in India to the exclusion of other enterprises and consequently affecting the free movement of players, who are part of the Volleyball League, by not letting them participate in other tournaments.
39. The Commission has at this stage perused each clause of the Agreement as it existed during the preliminary conference held with the parties which allegedly places restrictions on organisation of tournaments similar to those of Volleyball League and on players for participation in events similar to Volleyball League. The Commission notes that through Clause 2.2 of the Agreement, VFI has *prima facie* prohibited any other league of same or similar nature/format/idea as that of Volleyball League to be organised within the territory of India or abroad for a period of ten years as well as even after renewal or extension of the said Agreement.
40. Further, in terms of Clause 2.14 of the Agreement, VFI would ensure that no international or national event of volleyball sports are organised or allowed to be organised for ten years which may have interest conflicting with that of the Volleyball League. The Agreement also contains a non-compete clause whereby VFI would not deal with or engage in any sort of activity or project or leagues or event of same or similar nature in India or abroad.



Furthermore, VFI, in the non-compete clause, has undertaken not to allow any person or association to organise any other league at state, district or local level.

41. A collective reading of the above mentioned clauses of the Agreement *prima facie* suggests that VFI has put a complete bar on organisation of any other volley ball event at international, national, district or local level. This potentially forecloses the relevant market for organization of professional volleyball tournaments/ events in India to other competitors of Baseline who seek to organise events similar to Volleyball League in India for a period of ten years or even more, if the Agreement is extended by VFI.
42. The Commission further notes that in terms of Clause 2.6 of the Agreement, volleyball players who are participating in Baseline's Volleyball League are restricted from participating in other sports tournament of same or similar nature/format/idea for a period of ten years as well as after the extension of Agreement. These clauses appear to be in the nature of placing restrictions and may result in denial of market access to other competitors of Baseline as mentioned under Section 4(2)(c) of the Act and 4(2)(b) of the Act.
43. After the filing of the information and the preliminary conference held on 11.04.2019, VFI has filed its written submissions and affidavits dated 17.04.2019 and 13.06.2019, whereby it informed that Clause 2.2 of the agreement has been deleted. It further submitted as under:
  - i. *The restriction contained in terms of Clause 2.1 of Agreement are with respect to conducting a volleyball league by the name "Indian Volleyball League" and "Pro Volleyball League". The only exclusive rights granted to Baseline under the Agreement is to conduct Volleyball League in association with VFI during the term of the Agreement. This clause does not, in any manner, restrict any other person from conducting similar volleyball league (at domestic, state, national or international level). However, such volleyball league conducted by any person other than Baseline, will not be conducted in association with VFI during the term of this Agreement.*



- ii. *Players participating in the Indian Volleyball League/Pro Volleyball League would be released to perform National duty/participation in the International Tournaments under the auspices of the Federation. No player participating in the League will be restrained from representing India in any match/tournament even if such match/tournament takes place during the League.*
  - iii. *Players selected to participate in the League in 2019 were selected only for the year 2019 and they are not bound to participate in the League for next 9 years. No player has been forced to participate in the League.*
  - iv. *Announcement made by the VFI regarding participation of the team winning the first ever League in the Asian Men's Club Championship was only to promote the sport of Volleyball and considering the fact that no Club in India has been coming forward to participate in the said Championship. The said Championship is not government Championship and the players participating in the said Championship represent their respective Clubs. All the expenses towards participation in the said Championship are borne by the club.*
  - v. *Selection of India Volleyball teams for domestic and international tournaments is completely independent of the participation of the players in the League. No special points/consideration is/will be given to the players on account of their participation or performance in the League.*
44. The Commission at this stage is of the *prima facie* opinion that certain clauses of the agreement dated 21.02.2018 as it existed prior to amendment between VFI and Baseline had placed a prohibition on the players who are participating in Baseline's Volleyball League from participation in other similar tournaments for a period of ten years. The restrictions may be extended by more than ten years in case the said Agreement is renewed or extended. Furthermore, the players who would participate in Baseline's Volleyball League are/were not allowed to participate in any national or international event if its dates





सत्यमेव जयते



clashed with Baseline's Volleyball League. Such restrictions appear to be prejudicial to the players participating in Baseline's volleyball league as these players may have to forgo international events like, Olympics, Asian Games, *etc.* Such restrictions also appear to have the effect of restricting free movement of participating volleyball players and would have put them at a disadvantage. This does not seem to be necessary for promoting the game or preserving its integrity. On the contrary, such restrictions appear to limit the provision of services of participating volleyball players in the relevant market for services of volleyball players in India and thus appear to be covered under Section 4 the Act. Though VFI has informed that certain amendments have been made in such agreement, post the information having been filed, the Commission notes the submissions of the Informant, in this regard that but for such clauses of the agreement, being anti-competitive in nature, there was no occasion for VFI to make such amendments. The Commission cannot be oblivious to the fact that VFI has entered into an arrangement with Baseline, thereby granting some exclusive rights to the said company to hold a Volleyball League and simultaneously placing restrictions on the players participating in the Volleyball League. This conduct of VFI, in the *prima-facie* opinion of the Commission, needs to be examined through an investigation by the DG, to determine whether the same resulted in violation of provisions of the Act including that of Section 4.

45. Accordingly, the Director General (the DG) is directed to investigate into the matter and submit its report within a period of 150 days from receipt of this order.
46. It is made clear that, if during the course of the investigation, the DG comes across anti-competitive conduct of any other entity/person in addition to those mentioned in the information, the DG shall be at liberty to investigate the same.
47. It is however, made clear that nothing stated in this order shall tantamount to final expression of opinion on the merits of the case and the DG shall conduct the investigation without being swayed in any manner, whatsoever by the observations made herein.



सत्यमेव जयते



48. Secretary is directed to send a copy of this order along with the information and other documents received in relation to this matter to the Office of the DG.

**Sd/-**  
**(Ashok Kumar Gupta)**  
**Chairperson**

**Sd/-**  
**(U. C. Nahta)**  
**Member**

**Sd/-**  
**(Sangeeta Verma)**  
**Member**

**New Delhi**

**Date: 07/08/2019**