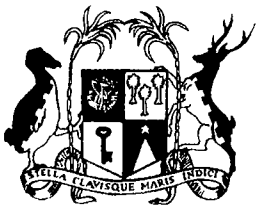


THE GOVERNMENT GAZETTE OF MAURITIUS

Published by Authority

No. 15 – Port Louis : Saturday 16 February 2019 – Rs. 25.00

TABLE OF CONTENTS

GENERAL NOTICES

138 — Legal Supplement

139 — Post Declared Vacant

140 — Notice under the Land Acquisition Act

141 — Notice under the Land Acquisition Act – Corrigendum

142 — Police Notice – Regatta Festival and Cultural Show

143 — Composition of the Medical Council of Mauritius for the period 2019 to 2021

144 — Annual list of Veterinary Surgeons for year 2019

145 — Sale by Authority of Justice

146 to 147 — Notice under the Insolvency Act

148 — Cancellation of Registration of Association

149 to 154 — Change of Name

155 to 179 — Decision of the Competition Commission – CCM/DS/0030/1 to CCM/DS/0030/25

180 — Notice under the National Transport Authority

181 to 183 — Notice under the Patents, Industrial Designs & Trademarks Act

LEGAL SUPPLEMENT

See General Notice No. 138

General Notice No. 138 of 2019

LEGAL SUPPLEMENT

The undermentioned Government Notices are published in the Legal Supplement to this number of the *Government Gazette*:

The Statutory Bodies Pension Funds (Amendment) Regulations 2019.

(Government Notice No. 26 of 2019)

The Statutory Bodies Pension Funds (Amendment No. 2) Regulations 2019.

(Government Notice No. 27 of 2019)

The Port Louis (Decaen Street) (End of Public Use) Regulations 2019.

(Government Notice No. 28 of 2019)

The Double Taxation Avoidance Convention (l'Union des Comores) Regulations 2019.

(Government Notice No. 29 of 2019)

The District Council of Grand Port (Fees for Classified Trades) Regulations 2018.

(Government Notice No. 30 of 2019)

The District Council of Grand Port (Market) (Amendment) Regulations 2019.

(Government Notice No. 31 of 2019)

The District Council of Grand Port (Fair) (Amendment) Regulations 2019.

(Government Notice No. 32 of 2019)

Prime Minister's Office,
Port Louis.

This 16th February, 2019.

General Notice No. 139 of 2019

POST DECLARED VACANT

1. The Public Service Commission has in accordance with Regulation 43 of the Public Service Commission Regulations 1967, as subsequently amended, decided to declare vacant, with effect from 13 March 2018, the office of Trainee Nurse in the Ministry of Health and Quality of Life held by **Mr Jean Emmanuel Aaron Mathieu LAMOUREUX** for being absent from duty without leave.

2. The Public Service Commission has in accordance with Regulation 43 of the Public Service Commission Regulations, decided to declare vacant, with effect from 22 May 2018, the post of Assistant Maintenance Officer held by **Mrs Kushal Devi SEENAUTH-SOHUN** for failing to resume duty after expiry of vacation leave.

APPOINTMENT

1. **Mrs Shabina LOTUN**, Deputy Permanent Secretary, Ministry of Education and Human Resources, Tertiary Education and Scientific Research, has been assigned the duties of Permanent Secretary at the Ministry of Education and Human Resources, Tertiary Education and Scientific Research from 26 December 2018 to 11 January 2019 during the absence on leave of Mrs A. Capery, Permanent Secretary.

2. **Mr Jaganathan Parasivam RANGAN**, Acting Permanent Secretary, Ministry of Foreign Affairs, Regional Integration and International Trade, has been assigned the duties of Secretary for Foreign Affairs from 02 to 05 December 2018 during the absence on mission of Mrs U. C. Dwarka-Canabady, Secretary for Foreign Affairs.

3. **Mr Mohummad Shamad AYOOB SAAB**, Deputy Permanent Secretary, Ministry of Labour, Industrial Relations, Employment and Training, has been assigned the duties of Permanent Secretary at the Ministry of Labour, Industrial Relations, Employment and Training from 07 to 09 November 2018 during the absence on leave of Dr P. Boodhun, Permanent Secretary.

4. **Mr Devendre GOPAUL**, Deputy Permanent Secretary, Prime Minister's Office (Home Affairs Division), has been assigned the duties of Permanent Secretary at the Prime Minister's Office (Home Affairs Division) from 03 to 09 January 2019 during the absence on mission

abroad of Mr O. K. Dabidin, Permanent Secretary.

5. **Mr Raj Kishore BUNJUN**, Deputy Permanent Secretary, Ministry of Health and Quality of Life has been assigned the duties of Permanent Secretary at the Ministry of Health and Quality of Life from 14 to 29 January 2019 during the absence on leave abroad of Dr. (Mrs). N. Luckheenarain, Permanent Secretary.

6. **Mrs Dalida ALLAGAPEN**, Permanent Secretary, Ministry of Public Infrastructure and Land Transport has been assigned the duties of Senior Chief Executive at the Ministry of Public Infrastructure and Land Transport from 19 to 28 December 2018 and from 03 to 11 January 2019 during the absence on leave of Mr. J. M. Simonet, Senior Chief Executive.

7. **Mrs Savitree BAHADOOR**, Deputy Permanent Secretary, Ministry of Gender Equality, Child Development and Family Welfare has been assigned the duties of Permanent Secretary, at the Ministry of Gender Equality, Child Development and Family Welfare from 14 to 16 December 2018 during the absence on mission of Mrs J. Jaunbocus, Permanent Secretary.

8. **Mrs Chentabye RAMAH**, Deputy Permanent Secretary, Ministry of Finance and Economic Development has been assigned the duties of Permanent Secretary at the Ministry of Finance and Economic Development from 27 November to 02 December 2018 during the absence on mission of Mr V. Lutchmeeparsad, Acting Senior Chief Executive.

9. **Mrs Sewah Kumari DOORGAKANT**, Deputy Permanent Secretary, Ministry of Youth and Sports, has been assigned the duties of Permanent Secretary at the Ministry of Youth and Sports from 11 to 14 December 2018 during the absence on leave of Mr M. Boodhun, Permanent Secretary.

10. **Mr Navindranath POONYE**, Deputy Permanent Secretary, Ministry of Technology, Communication and Innovation has been assigned the duties of Permanent Secretary from 15 to 18 October 2018 and from 10 to 21 December 2018 during the absence on mission abroad/leave of Dr (Mrs) R. Y. Moorghen, Permanent Secretary.

11. **Mr Megavarnen VARADEN**, Deputy Permanent Secretary, Ministry of Education and Human Resources, Tertiary Education and Scientific Research, has been assigned the duties of Permanent Secretary at the Ministry of Education and Human Resources, Tertiary Education and Scientific Research from 17 to 23 December 2018 during the absence on leave of Mr G. Gukhool, Acting Permanent Secretary.

12. **Mr Satydanand AUJEET**, Deputy Permanent Secretary, Prime Minister's Office, has been assigned the duties of Permanent Secretary at the Prime Minister's Office from 07 to 11 January 2019 during the absence on mission of Mr A. Pursunon, Permanent Secretary.

13. **Mr Dhanraj CONHYE**, Deputy Permanent Secretary, Ministry of Business, Enterprise and Cooperatives (Business and Enterprise Division), has been assigned the duties of Permanent Secretary at the Ministry of Business, Enterprise and Cooperatives (Business and Enterprise Division) from 17 December 2018 to 07 January 2019 during the absence on leave of Mr V. Putchay, Permanent Secretary.

RE-INSTATEMENT

1. **Mr Abdool Nooranee OOZEER**, has been re-instated in the post of Senior Chief Executive with effect from 19 March 2015 and has been posted to the Ministry of Business, Enterprise and Cooperatives.

RETIREMENT

1. **Mr Ram Prakash RAMLUGUN**, Senior Chief Executive, Ministry of Education and Human Resources, Tertiary Education and Scientific Research, will retire from the Service on 13 March 2019 in accordance with Section 8(4) of the Pensions Act.

Date: 08 January 2019

Ministry of Civil Service and
Administrative Reforms

First Publication

General Notice No. 140 of 2019

THE LAND ACQUISITION ACT

(Notice given under Section 6)

Notice is hereby given that in pursuance of Section 5 of the Land Acquisition Act, the State of Mauritius intends to acquire compulsorily on **behalf of** the **'CENTRAL WATER AUTHORITY'** a portion of land, hereinafter described, situate at Saint Antoine, Wooton, in the district of Plaines Wilhems for the public purpose of constructing a Pumping Station.

The Central Water Authority is a body corporate established under Section 2 – Part II of the **'Central Water Authority Act 1971'** and its Registered Office is, **"The General Manager" Central Water Authority, St Paul, Phoenix**. The objects for which the Authority is established are for the control, development and conservation of water resources.

DESCRIPTION

The said portion of land of an approximate extent of **Four hundred Ninety Six Square Metres and thirty eight hundredths Square Metres (496.38m²)** belonging to **Mr. Hassenjee HOSSENBACCUS** as evidenced by a deed transcribed in **Volume TV 6018/42** and is bounded as follows:-

Towards the North by a common road

Towards the East by Lot No. 25 of Morc. "Les Residences Pinewood"

Towards the South by a common road

Towards the West by Lot No. 23 of Morc. "Les Residences Pinewood"

Date: 07/02/2019

The Honourable Purmanund JHUGROO
Minister of Housing and Lands
Ebène Tower
Ebène

General Notice No. 141 of 2019

THE LAND ACQUISITION ACT

(Notice given under Section 8)

CORRIGENDUM

In the Notice given under Section 8 of the Land Acquisition Act dated 13/12/2012 containing the description of a portion of land being **Portion No. 5 (Serial No.5) [Now attributed PIN: 1808280376]** situate at Pailles in the district of Moka, for the public purpose of constructing the Port-Louis Ring Road, published in the *Government Gazette* in its issues of 22/12/2012 and 05/01/2013 under General Notice No. 2840 of 2012 and No. 10 of 2013 and transcribed on 05/02/2013 in Volume T.V 8791/23, the words and figures "belonging to MONTEBELLO PROPERTIES LTD as evidenced by title deed transcribed in Volume T.V 1829/94" are hereby deleted and replaced by the words and figures "belonging to **CIM PROPERTY HOLDINGS LTD holder of a business registration number C12108299** as evidenced by title deed transcribed in Volume TV 8787/6" wherever they appear.

Date: 27/06/2018

The Honourable Purmanund JHUGROO
Minister of Housing and Lands
Ebene Tower
Ebene

General Notice No. 142 of 2019

POLICE NOTICE

Regatta Festival and Cultural Show on 16 February, 2019 Waterfront Mahebourg

By virtue of authority conferred upon me by Section 25(3) of the Police Act and Section 181 of the Road Traffic Act, traffic arrangements as hereunder will be made on 16 February, 2019 as from 15.00 hrs in Mahebourg until the event is over.

2. One way street

Arya Samaj Street will be one way street from Waterfront in the direction towards Cavendish Bridge.

3. Diversion of Traffic

(i) Vehicles coming from Plaine Magnien, L'escalier, and Curepipe carrying passengers to Mahebourg Waterfront will do so via Beau Vallon village, Mahebourg village and La Passe Street; and

(ii) After the event, vehicles leaving Waterfront will go through Arya Samaj Street, turn right onto Cavendish Bridge, Ville Noire, Grand Bel Air, Solitude Roundabout towards the South.

4. Parking Zone

Buses and heavy motor cars will be parked in the vicinity of Harry Latour Stadium.

5. Judicial Proceedings

Non compliance with these traffic arrangements will entail judicial proceedings.

The cooperation and understanding of the public would be much appreciated.

14.02.2019

K. M. Nobin, PMSM
Commissioner of Police

Office of the Commissioner of Police
Police Headquarters
Line Barracks
Port Louis

General Notice No. 143 of 2019

THE MEDICAL COUNCIL ACT

Composition of the Medical Council of Mauritius for the period 2019 to 2021

Notice is hereby given that in accordance with section 4(1) of the Medical Council Act 1999 as subsequently amended, the Medical Council of Mauritius for the period 2019 to 2021 is composed as follows:

Public Sector - General Practitioners (Elected Members)

Dr PURMESSUR Shyam Nundun Singh

Dr AYASSAMY Govinden

Dr CHUNNOO Komalprasad

Dr DEEPCHAND Geerish Vikram Nitish

Public Sector - Specialists (Elected Members)

Dr REESAUL Harrish

Dr CHOOROMONEY Rajnishlall

Dr JAGUTPAL Kailesh Kumar Singh

Dr JAGESSUR Arye Kumar

Private Sector - General Practitioners (Elected Members)

Dr CHUMMUN Dev

Dr BASANT RAI Veenoo Devi

Dr TADEBOIS Joseph Gérard Francois Regis

Private Sector - Specialists (Elected Members)

Dr AUMEER Rajnath

Dr GOURISUNKUR Sunil Gopendr

Dr ISSURSING Radha Mohunsing

Representatives of Ministries

Dr RAMEN Sivalingum	Representative of the Ministry of Health and Quality of Life
Mr NEERUNJUN Premode	Representative of the Prime Minister's Office
Me REETOO Dinay	Representative of the Attorney-General's Office

Nominees

Mr PURSUN Jean Didier Kersley

Mr CODABUX Muhammad Javed

Dr SAYED HASSEN Sayed Zahiruddeen

Mr VEERARAGOO Narainsamy

Prof SUBRATTY Anwar Hussein

Dated this 14th day of February 2019.

Ministry of Health and Quality of Life.

General Notice No. 144 of 2019

ANNUAL LIST OF VETERINARY SURGEONS FOR YEAR 2019

List of Veterinary Surgeons allowed to practise Veterinary Medicine and Surgery in Mauritius for the Year 2019 under Section 19A of the Veterinary Council Act 1991.

(Permanent Registration)

1. Dr. ABDOOLA Abdool Mohammad Swaley
2. Dr. ABDOOLA Jabbar Mohammad Feizal Abdool
3. Dr. ABDOOLROHAMAN Sahir
4. Dr. BEEHARRY Lala Lajput
5. Dr. BEEHARRY Pitambarsing
6. Dr. BESTEL Joseph Jupiter Eric de Maudave
7. Dr. BHATOO Abdool Raffick
8. Dr. BISSESSUR Harryduth
9. Dr. BISSESSUR Devi Deojanee
10. Dr. BADRY Hans Innokent
11. Dr. BHOOBUN Hemant
12. Dr. BHADORIA Vinay Singh
13. Dr. BHEECARRY Laeish
14. Dr. CHEUNG CHIN YAN Cheung Sheung Siong
15. Dr. DE ROSNAY ESPITALIER NOEL Marie Josephe Nathalie
16. Dr. DOMAINGUE Marie Claire
17. Dr. DOOKY Cassam
18. Dr. DOOKY Mohammed Hossen
19. Dr. DERBLAY Susan Anne
20. Dr. DESVAUX DE MARIGNY Sandra Roselyne Nicole
21. Dr. DEWULF Naika
22. Dr. ESPITALIER NOEL Maurice Howard Alexander
23. Dr. EMRITLOLL Yubhashini
24. Dr. FOKEER Ramesh Chandra Sharma
25. Dr. GROODOYAL Vidya Bhushan
26. Dr. GYA Sinarain
27. Dr. GOWREESUNKUR Pevashi
28. Dr. HENRY Joseph Alexandre
29. Dr. IGNACE Jean Alain Ean
30. Dr. JANHANGEER Amantoolah
31. Dr. JAUHANGEER Aboo Bakar Siddick
32. Dr. JAUMALLY Mahmad Reshad
33. Dr. JUGESSUR Vishvamitra Sharma
34. Dr. JUSRUT Devkaramaschand
35. Dr. JOSEPH Isabelle
36. Dr. JHA Puspendra
37. Dr. JEETA Bhoomeekant Arjun
38. Dr. JEETA Keshav
39 Dr. KAILAYSUR Ramchandra Dutsing

40. Dr. KAILAYSUR – RAMPROGUS Lakshmi Devi
41. Dr. KAILAYSUR Arjunsing
42. Dr. KAILAYSUR Abhinash Sing
43. Dr. KANHYE Umika
44. Dr. KOOBLALL Seema Tarishma
45. Dr. MAMODE Mahomed Ismet
46. Dr. MARIE-JEANNE Jean Marc
47. Dr. MAUDARBACCUS Jamshed
48. Dr. MEENOWA Deodass
49. Dr. MOHADEB Teckraj Singh
50. Dr. MOHADEB Diya Bakshi
51. Dr. MAROT Marie Annabelle
52. Dr. MUNGUR Bhisnee Devi
53. Dr. MOHANPERSAD Ambissal
54. Dr. MOONSAMY Marie Valerie Jenna
55. Dr. MANRAKHAN Hoshmund Rishisagarsingh
56. Dr. NARAINA POULLE Kisnasamy
57. Dr. NEERUNJUN Bagwanduth
58. Dr. NILAMBER Kuldeep
59. Dr. NARAIN Madhuri (Miss).
60. Dr. OODUN Bhoosun Jugritum
61. Dr. PATTÉ Estelle
62. Dr. RAMCHURN Ramdeo
63. Dr. RAMJEE Ram
64. Dr. RAMLOCHUN Priscilla
65. Dr. RUHEE Hitesh Kumar
66. Dr. RAGOONATH Priyavadinee
67. Dr. RAJNAT Karina (Miss).
68. Dr. RAMSURRUN Dhatri (Miss).
69. Dr. SAMOISY Jean Marc
70. Dr. SAMOISY Karen Onai
71. Dr. SOLIMAN Mohammad Iqbal
72. Dr. SIBARTIE Dewan
73. Dr. SEERUTTON Anais.K
74. Dr. SAWMY Shivananden
75. Dr. SOHATEE Anastasia
76. Dr. TIMOL Siddick Khemil Ibrahim
77. Dr. TIMOL Jowad Ibrahim
78. Dr. VEERAPA Radhakrishna

Foreign Veterinary Surgeons Temporary Registration (EXPATRIATE)

79. Dr. AMIN Manthana - till 31/12/2019
80. Dr. AMANDEEP - till 22/06/2019
81. Dr. AMANO Kazami Joanne till 27/02/2019
82. Dr. BADRY Yulia Alexandrovna till 31/12/2019
83. Dr. DHURN Nataliya Nikolaena . till 31/12/2019
84. Dr. DEEP SINGH Ajay till 31/12/2019
85. Dr. ETIENNE Pascal Jean Marie till 12/07/2019
86. Dr. NJOROGIE Cecilia Wairimu till 27/02/2019
87. Dr. KORGAONKAR Ishan till 31/12/2019
88. Dr. LAKE JOAQUIN Camden till 31/12/2019
89. Dr. PATEL Keyurkumar Dinesh Kumar till 31/12/2019
90. Dr. RAKOTOMAHARO Andriamahefa Rabenja till 30/08/2019
91. Dr. TROYLUKHO Sandra till 31/12/2019
92. Dr. UDHIN Monica Suzanna till 31/12/2019

This 12th February, 2019.

Dr. P. BEEHARRY
Registrar

General Notice No. 145 of 2019

SALE BY AUTHORITY OF JUSTICE

On Saturday the 16th day of March 2019 at 10.00 hours in the Court Yard, New Court House Building, Pope Hennessy Street, Port Louis, I the undersigned Principle Court Usher will sell by public Auction to the highest bidder and for cash the following articles viz: 23 knives, 9 lady handbags, 1 wrist watch, 2 dismantled motorcycle engine parts, 6 sabres, 2 cutters, 1 purse, 36 wooden rollers, 1 axe, 2 penknives, 1 screw driver, 1 plier, 1 kitchen knife, 86 small umbrellas and 7 big umbrellas.

Salim Reza Antoaroo
Principle Court Usher
In Charge of the Sale

General Notice No. 146 of 2019

NOTICE UNDER SECTION 415(2)(c) OF THE INSOLVENCY ACT 2009

Notice is hereby given that the following companies have been struck off the Register:-

C8965	K & C TRADING CO LTD
C9141	SPECIALISTE EN OPERATION SOUPLE DE NETTOYAGE LTEE
C9293	MOLA ESTATES LTD
C9373	RAMA SNACKS LTD
C9552	FOCUS MARKETING LIMITED
C9751	ALGOMAR LIMITEE
C10067	LOG IN CO LTD
C10109	NAZEERALLY ALUMINIUM INDUSTRIES CO. LTD.
C10142	A & S ENTREPRISE D'INGENIERIE LTEE
C10188	SOCOMER TRADING LTD.
C10266	SUPER CLEAN CO LTD
C10501	PHILBY LIMITED
C10965	APPIMEX ENTERPRISE LTD
C11056	SCORE SUPERMARKET LTD
C11131	LOGON LTD
C11200	PNA LTD
C11256	RST FUEL INJECTION SERVICES LTD
C11531	SUPERFLORA LTD
C11982	PROWORKS ENTERPRISE CO LTD
C11990	FAKI FISHERIES LTD.
C12297	SHENTON TRADING LTD
C12345	GOLD FINGER JEWELS LTD
C12375	FIRST ELECTRONICS LIMITED
C13076	PACHA & CO LTD
C13359	EUROGLAZE PRODUCTS LTD
C13488	FIRE PROTECTION SECURITY CONSULTANTS LTD
C13576	P&C PUBLICATIONS LTD
C13637	CORE HOUSES LTD
C21850	NEOLITHIK GARMENTS LTD
C15974	A.N.Z. MARKETING CO LTD
C16063	HBS CO LTD
C16239	JAVIND ENTERPRISE & CO LTD
C16280	MAKDISOO LTD
C16896	SOLEM SPORTSWEAR CO. LTD.

Date: 07 February 2019

Director of Insolvency Service
One Cathedral Square
Jules Koenig Street
Port Louis

General Notice No. 147 of 2019

NOTICE UNDER SECTION 415(2)(c) OF THE INSOLVENCY ACT 2009

Notice is hereby given that the following companies have been struck off the Register:-

C526	PHARMACIE H.B. CASSE LTEE
C2129	SPENSERS EMBROIDERY COMPANY LIMITED
C3274	THE UNITED ELECTRICAL COMPANY LIMITED
C3293	WINDSOR CYCLE MART LTD
C3592	JOY SIM LIMITED
C3596	S AND R INTERNATIONAL LTD
C4374	H. FATEHMAMODE BROS LTD
C4872	S.V.U. LIMITED
C5481	CHINIAH & SONS LTD.
C5488	PEERMAMODE CO LTD
C6179	KUNASH & CO LTD
C6829	PLEASURE POOLS LTD
C7144	MEUBEL DESIGN LTD
C7227	GOOLJAR EXPORT LTD
C7236	CAUNYHE ELECTRONIC WORLD LTD
C7401	UTCHANAH BROS CO LTD
C7507	QUALIT SERVICES COMPANY LIMITED
C7699	TREFLES INDUSTRIAL LTD
C7785	Al LAND PROMOTERS LTD
C7849	VASU S. NARRAIDOO LTD
C8282	MONT IDA FILM LTD
C8783	KHON PHIOW AH SEN & CO. LTD

C8888 CLINIQUE DE L'OCEAN INDIEN LTEE

Date: 07 February 2019

Director of Insolvency Service
One Cathedral Square
Jules Koenig Street
Port Louis

General Notice No. 148 of 2019

CANCELLATION OF REGISTRATION OF AN ASSOCIATION

Notice is hereby given to you, **Steward Narain**, Secretary of the "**Lafvolant Port Mathurin Swimming Club**", under Section 15(2) and 15(3)(b) of the Registration of Associations Act that, with the approval of the Minister of Labour, Industrial Relations & Employment and Training, I intend to cancel the registration of the "**Lafvolant Port Mathurin Swimming Club**", on the ground that it has contravened the provision of the Registration of Associations Act by failing to remedy the default notified to it under Section 15(1)(c) of the Act.

You may, if you so wish, not later than twenty-one days after the date of the publication of this notice, appeal to a Judge in Chambers against my decision, in accordance with Section 15(4) of the Registration of Associations Act.

Dated 04 February 2019.

V. Sanasy
Registrar of Associations

General Notice No. 149 of 2019

CHANGE OF NAME

Notice is hereby given that the Honourable Attorney-General is pleased to authorise **Susi Fung CHU YU CHEE** (born **LI HEE CHEONG**) to change her names **Susi Fung** into those of **Susi Tung** so that in future she shall bear the names and surname of **Susi Tung LI HEE CHEONG**.

Date: 11th February 2019

B. Sawock (Ms)
Senior State Counsel

General Notice No. 150 of 2019

CHANGE OF NAME

Notice is hereby given that the Honourable Attorney-General is pleased to authorise **Kamal Nihal RAMDIN** to change his names **Kamal Nihal** into those of **Michael Kamal Nihal** so that in future he shall bear the names and surname of **Michael Kamal Nihal RAMDIN**.

Date: 11th February 2019

G. Li Ying Pin (Ms)
State Counsel

General Notice No. 151 of 2019

CHANGE OF NAME

Notice is hereby given that the Honourable Attorney-General is pleased to authorise **Hansrod CHUTTEEYA** to change his name and surname **Hansrod** into those of **Hansraj CHATTIA** so that in future he shall bear the name and surname of **Hansraj CHATTIA**.

Date: 11th February 2019

K. Davay (Ms)
State Counsel

General Notice No. 152 of 2019

CHANGE OF NAME

Notice is hereby given that the Honourable Attorney-General is pleased to authorise **Viswah Kumaree RAMBURUTH** to change her names **Viswah Kumaree** into that of **Vishwakumaree Marshall** so that in future she shall bear the names and surname of **Vishwakumaree Marshall RAMBURUTH**.

Date: 17th January 2019

A. Daby (Mrs)
State Counsel

General Notice No. 153 of 2019

CHANGE OF NAME

Notice is hereby given that the Honourable Attorney-General is pleased to authorise **Sehzano Sindar MALECK** to change her names and surname **Sehzano Sindar MALECK** into those of **Shanaaz MALEK** so that in future she shall bear the name and surname of **Shanaaz MALEK**.

Date: 31st January 2019

V. Biefun (Ms)
Senior State Counsel

General Notice No. 154 of 2019

CHANGE OF NAME

Notice is hereby given that the Honourable Attorney-General is pleased to authorise **Leenganaden MOOTOOSAWMY** to change his surname **MOOTOOSAWMY** into those of **PILLAY MOOTOOSAWMY** so that in future he shall bear the name and surname of **Leenganaden PILLAY MOOTOOSAWMY**.

Date: 06th February 2019

A. Faugoo Boolell (Mrs)
Temporary State Counsel

General Notice No. 155 of 2019

CCM/DS/0030/1

Decision of the Competition Commission

CCM/DS/0030/1
Non-Confidential

Application for Immunity made by Linxia Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

CCM/DS/0030/1

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/012 – Review of Linxia Ltd RPM Amnesty application'

(CCM/DS/0030/1– Application for Immunity made by Linxia Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. D. P. A. Mariette	-	Vice-Chairperson,
Mr. C. Seebaluck	-	Commissioner,
Mrs. M. B. Rajabally	-	Commissioner,
Mrs. V. Bikhoo	-	Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Linxia Ltd on 10th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 13 September 2017 made by Linxia Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Linxia Ltd on 10 May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29 June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 The applicant Linxia Ltd (bearing BRN C10006367), is a private company incorporated under the laws of Mauritius since 10 September 1987. [redacted]

1.6 Linxia Ltd is a distributor of IT products such as tablets, notebook and desktop PCs, mobile phone and consumer electronics such as television and air conditioners. It has an established channel [redacted] in Mauritius and across the other Indian Ocean Islands.

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

1.7 Linxia Ltd has made an application, in its capacity as supplier, in writing, to the CCM, through its authorised signatory on the 13th September 2017.

1.8 Linxia Ltd has submitted that the RPM was implemented in two ways:

a) Firstly, by carrying out advertising of its products without specifying that the prices, advertised by Linxia Ltd, are 'recommended retail prices', and

b) Secondly, by sending emails to its resellers suggesting the retail prices to be practiced when reselling to their end customers.

iii. The Investigation

1.9 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.10 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.11 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that Linxia Ltd has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.12 Further to his assessment of Application, the Executive Director, in his Report, takes the view that Linxia Ltd, in its capacity as supplier, has engaged in conducts raising competition concerns under section 43 of the Act with respect to its commercial dealings with its resellers.

1.13 In that respect and in order to eliminate the RPM concern stemming from the advertisements in billboards and newspapers containing the retail prices, Linxia Ltd has already amended its advertisements which now clearly mentions 'Recommended Retail Price' next to the advertised price.

1.14 The Executive Director views that by carrying out advertising of its products without specifying that the prices advertised by Linxia Ltd were 'recommended retail prices' and the communication of retail prices to

dealers containing resale prices for its products without mentioning the terms 'recommended price' raises a competition concern in so far such prices may be viewed as the price at which to sell the product or at least be regarded as the price being practiced by other resellers and inducing the reseller to follow that price.

1.15 The Executive Director has further assessed the Undertakings offered by Linxia Ltd pursuant to condition iv paragraph 5.6A(b) of CCM3 Guidelines. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the below-stated reasons:

a. As a first measure, to inform all its dealers, in writing, that the prices or price levels communicated to them are 'recommended' prices or price levels, Linxia Ltd has submitted as part of its undertakings, a template letter to be sent to all its resellers. This first measure from the undertakings serves to make it clear that Linxia Ltd will not set the retail prices and that the resellers would be free to set the retail prices and thus eliminate the possibility of RPM. The undertaking addresses the competition concerns stemming from the emails:

i. containing lists of retail prices (price lists);

ii. leaflet/posters containing the retail prices issued to resellers; and

iii. communicating the retail prices, mark-up or margin to resellers.

b. As a second measure, either to affix or cause to be affixed the words *'recommended price'* next to the resale price, where a minimum resale price has been recommended to dealers and the resale price appears on the goods. In that respect and in order to eliminate the RPM concern stemming from the Advertisements in billboards and newspapers containing the retail prices, Linxia Ltd has already amended its advertisements which now clearly mentions 'Recommended Retail Price' next to the advertised price. Therefore, coupled with the first measure of the undertakings of issuing letters to its resellers, the affixing of the terms 'recommended price' will effectively eliminate any RPM stemming from the advertisements. On that basis the second measure addressed the competition concern of RPM and renders the advertisements to be in line with the provisions of section 43 of the Act.

c. As a third measure, Linxia Ltd offered to take all appropriate measures to ensure that all its internal management, directors and employees engaged in the sales and marketing of Linxia Ltd 's products are fully aware of and actively implement the present undertakings when dealing with resellers. This aims to minimise risks of RPM conduct being promoted by employees and ensuring that commercial dealings with resellers are in compliance with the Act. Furthermore, a competition training has been carried out for commercial employees for them to understand the extent and application of competition laws to them. This shows volition and actual steps taken by Linxia Ltd with the view to eliminate future RPM conduct when dealing with resellers and to remain within the legal parameters set out in section 43 of the Act. The view of the Executive Director is that this third commitment is a pro-active measure which addresses the competitive concerns of RPM observed from the reported conducts.

d. As a fourth measure, Linxia Ltd will ensure that the undertakings are made known to and are understood by all dealers. This measure serves to buttress the third measure of the undertakings and thus both measures serve to prevent occurrence of RPM by Linxia Ltd when dealing with resellers.

e. As a fifth measure, Linxia Ltd will submit a written report to the Commission [redacted] on the matter, to report on the implementation of the compliance programme, to describe the steps taken to comply with the present undertakings and to submit all amendments brought to its agreements with resellers.

1.16 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.17 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.18 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty

If it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.19 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.20 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.21 Having regard to the Application submitted by Linxia Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Linxia Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) as enunciated in paragraph 1.7 above;

2) Linxia Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the Linxia Ltd satisfactorily address the Commission's concerns in so far as –

a. Linxia Ltd has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

b. Linxia Ltd has undertaken to put in place other measures as stated in section 1.15 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Linxia Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Linxia Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision.

4) We grant immunity from financial penalty to Linxia Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct;

Done at Port-Louis this 12 December 2018.

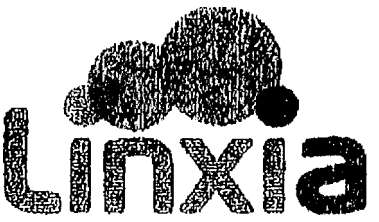
Mr. D. P. A. Mariette
(Vice-Chairperson)

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)

[redacted]



[redacted]

Undertakings to the CCM

Undertakings provided by Linxia Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated the 13th September 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

The 10th May 2018

Linxia Ltd | 10, Edith Cavell Street, Port Louis, Mauritius | t: (230) 405 7400 | f: (230) 405 7474 | e: [redacted]
BRN: C10006367

[redacted]

A. Background:

1.0 By its letter dated the 13th September 2017 made pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Linxia Ltd (hereinafter referred to as 'Linxia') has notified the Executive Director of the Competition Commission of its application for immunity under the CCM Amnesty Programme for Resale Price Maintenance (the 'Application').

2.0 Linxia Ltd is a private company incorporated under the laws of Mauritius on the 10th September 1987[1]. It is a distributor of tablets, notebooks, phones, televisions and air conditioners in Mauritius.

3.0 The nature of the RPM conduct for which amnesty was applied for concerned two main issues, namely:

(I) Communications [redacted] to its resellers, to sell at a certain price to their end customers; and

(II) Advertising without mentioning any 'Recommended Retail Price' on print.

4.0 Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining immunity, Linxia is, by the presents, providing undertakings related specifically to the impugned communications and advertising and any restrictive effects they have had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested immunity.

B. Measures proposed as Undertakings

5.0 Linxia hereby undertakes to apply the following measures in its commercial dealings with all existing dealers involved in the resale of Linxia's electronic products in Mauritius.

B.1 Behavioural Undertakings

6.0 Linxia shall not, in any manner whatsoever, implement or cause to be implemented any measure (including through the use of economic advantages, incentives or otherwise), having the object or effect of compelling, inducing or attempting to compel or induce dealers to apply the retail prices or retail price levels or retail price components communicated to them by Linxia.

7.0 Linxia shall clearly and unequivocally inform all dealers, in writing, that prices or price levels communicated to them by Linxia are "recommended" prices or price levels[2].

8.0 Linxia shall, where a minimum resale price has been recommended to dealers and the resale price appears on the goods, either affix or cause to be affixed the words "recommended price" next to the resale price[3].

[redacted]

[redacted]

B.2 Information Dissemination

9.0 Linxia shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the sales and marketing of its products with dealers (hereinafter referred to as 'commercial employees') are fully aware of and actively implement the present undertakings when designing and/or implementing the commercial policy of Linxia vis-à-vis dealers, in line with the provisions of the Act.

10.0 Linxia shall use its best efforts to ensure that the present undertaking is made known to and is understood by all dealers.

11.0 Furthermore, a competition training has been carried out for commercial employees for them to understand the extent and application of competition laws to them[4].

B.3 Reporting

12.0 Linxia shall, as from the date of the present undertakings, take all reasonable steps to ensure that all communications, negotiations, arrangements with dealers are properly documented and archived to demonstrate its compliance with the present undertakings and a general understanding among dealers of their freedom and ability to fix or otherwise apply their own prices or price levels when reselling Linxia's products.

13.0 Linxia shall, [redacted] submit a written report to the Commission that *inter alia* -

i. confirms that Linxia has implemented a compliance programme, details of which shall be submitted to the Commission;

ii. describes the steps taken by Linxia to comply with the present undertakings and in particular, setting out all the appropriate measures taken by Linxia to deter on the one hand and detect and correct any deviation by Linxia's management, directors, or commercial employees from the present undertakings; and

iii. documents all amendments brought to agreements put in place with dealers in relation to the commercialisation of Linxia's products.

C. Entry into force

14.0 The present Undertakings shall come into force on the abovementioned date.

Alain Ah-Sue

Managing Director

Duly authorised for and on behalf of:

Linxia Ltd

Christine Nguyen Thac

Chief Operating Officer

Duly authorised for and on behalf of:

Linxia Ltd

[redacted]

General Notice No. 156 of 2019

CCM/DS/0030/2

Decision of the Competition Commission

CCM/DS/0030/2

Non-Confidential

Application for Immunity made by Lafarge (Mauritius) Cement Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

CCM/DS/0030/2

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/015 – Review of Lafarge (Mauritius) Cement Ltd RPM Amnesty application'

(CCM/DS/0030/2 – Application for Immunity made by Lafarge (Mauritius) Cement Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. D. P. A. Mariette - Vice-Chairperson,

Mr. C. Seebaluck - Commissioner,

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Lafarge (Mauritius) Cement Ltd on 15th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 20th October 2018 made by Lafarge (Mauritius) Cement Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Lafarge (Mauritius) Cement Ltd on 15th May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2019 on the matter, the Commission has determined the present

matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 The applicant, Lafarge (Mauritius) Cement Ltd, a member of the LafargeHolcim Group is a major player in the cement industry in Mauritius. It is an importer and wholesale supplier of cement. Lafarge (Mauritius) Cement Ltd also supplies cement in bulk to players in the construction industry.

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

1.6 The Application is concerned with Lafarge (Mauritius) Cement Ltd's business in the bagging and distribution of Baobab cement in bagged format to resellers which mainly are hardware stores.

1.7 Lafarge (Mauritius) Cement Ltd has made an application, in its capacity as supplier, in writing, to the CCM, through its authorised signatory on the 20th October 2017.

1.8 In its Application, Lafarge (Mauritius) Cement Ltd has submitted that it may have participated in RPM conduct by:

(i) issuing price lists containing retail prices without the mention of the terms 'recommended prices' to its resellers;

(ii) giving special incentives (discounts) to its resellers in respect of which it -

a) imposed on its resellers not to pass on discounts granted to them in the form of cash discounts to end consumers; and

b) had terminated the special incentives for resellers whose selling prices were deemed too low in comparison with the prices practiced by other resellers of the applicant; and

(iii) concluding a [redacted] agreement containing a clause with the object of fixing the selling price at which the reseller concerned is to sell Lafarge (Mauritius) Cement Ltd 's cement to end users.

iii. The Investigation

1.9 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.10 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.11 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that LaFarge (Mauritius) Cement Ltd has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the

documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.12 Further to his assessment of Application, the Executive Director, in his Report, takes the view that LaFarge (Mauritius) Ltd, in its capacity as supplier, has engaged in four conducts raising competition concerns under section 43 of the Act with respect to its commercial dealings with hardware stores / distributors which resell its products.

1.13 The Executive Director views that:

a. the communication of price lists to dealers containing resale prices for its products without mentioning the terms 'recommended price' raises a competition concern in so far such prices may be viewed as the price at which to sell the product or at least be regarded as the price being practiced by other resellers and inducing the reseller to follow that price.

b. By further preventing its resellers from passing on the special incentives/discounts to end customers, it has restricted the freedom of the dealers concerned to set their own individual retail price and preventing them from factoring the discount from the special incentives into the final retail price.

c. The adoption of retaliatory measures against certain dealers for failing to follow Lafarge (Mauritius) Cement Ltd's instructions regarding the resale price to be practiced is regarded as the mean adopted to establish a direct RPM and which has object of interfering into the pricing decision of the resellers.

d. In respect of the [redacted] agreement with [redacted], clearly raise competition concerns in that by their very nature, they are likely to amount to evidence of RPM agreement between a supplier and a reseller.

1.14 The Executive Director has further assessed the Undertakings offered by Lafarge (Mauritius) Cement Ltd pursuant to condition iv paragraph 5.6A(b) of CCM3 Guidelines. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the below-stated reasons.

1.15 The RPM concern stemming from the issue of price list to retailers is addressed by the measures proposed:

i. in paragraph 12 of the undertakings, that Lafarge (Mauritius) Cement Ltd will "*amend all existing agreements, contracts, or other express arrangements with dealers, existing and prospective, to expressly include a clause therein to the effect that dealers shall remain free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them...*",

ii. in paragraph 17 of the undertakings, that Lafarge (Mauritius) Cement Ltd will "*stipulate the word 'Recommended Retail Price' in all its present and future communications concerning prices of its products to dealers*",

iii. in paragraph 18 of the undertakings, that Lafarge (Mauritius) Cement Ltd "*has included the terms 'Recommended Retail Price' on its price list*". A template of the new price list has been submitted by Lafarge [redacted],

iv. in paragraph 19 of the undertakings, that Lafarge (Mauritius) Cement Ltd "*shall circulate a letter to its dealers informing them that they remain entirely free to fix or otherwise apply their own resale price s and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them...*", and

v. in paragraph 20 of the undertakings, that Lafarge (Mauritius) Cement Ltd "*undertakes that all future pricing communications with its dealers, whether oral or in writing, will include a statement that dealers are independent and free regarding their resale pricing policy...*"

1.16 The above measures from the undertakings have the effect of making resellers aware that they are free to set their own resale prices and they are not bound to follow any instructions from Lafarge (Mauritius) Cement Ltd. In that respect the possibility of RPM is eliminated.

1.17 The two RPM concerns stemming from the 'special incentives' as mentioned in paragraph 3.27 (c) and (d) of the Report are addressed by the measures proposed:

vi. in paragraphs 12,17, 19 and 20 of the undertakings, as already stated above,

vii. in paragraph 13 of the undertakings, that Lafarge (Mauritius) Cement Ltd "*shall not, in any manner whatsoever, implement or cause to be implemented any measure (including through the use of economic advantages, incentives, threat, coercive measures or otherwise), having the object or effect of compelling, inducing, or attempting to compel or induce its dealers to apply any price(s), or price level(s), or price*

components communicated to them by LMC in the resale of LMC's products",

viii. in paragraph 14 of the undertakings, that "*[i]n respect of the special incentives provided to dealers, LMC (Lafarge) undertakes that it shall not restrict the freedom of its dealers, either in writing or verbally, to choose the manner in which they choose pass on the special incentives to the end consumers*",

ix. in paragraph 15 of the undertakings, that "*whenever a financial incentive or like advantage is provided to its dealers, LMC (Lafarge) will communicate, in writing, to dealer that the dealer is free to choose the way the incentive or advantage is passed on to the end customers.*"

1.18 The above measures from the undertakings have the effect of making resellers aware that in the context of any special incentives granted to them by Lafarge (Mauritius) Cement Ltd the resellers are free to set their own resale prices and they are not bound to follow any instructions from Lafarge (Mauritius) Cement Ltd regarding resale price. In that respect the possibility of Lafarge (Mauritius) Cement Ltd operating an RPM through the special incentive is removed.

1.19 The RPM concern stemming from the [redacted] agreement is addressed by the measures proposed:

i. in paragraph 10 of the undertakings, that Lafarge (Mauritius) Cement Ltd will "*refrain from entering into any agreement with any of its dealers, which establish or restrict, whether directly or indirectly, the resale price of LMC (Lafarge) products*",

ii. in paragraphs 12, 13, 17, 19, and 20 of the undertakings, as already stated above,

iii. in paragraph 21.1 of the undertakings, that Lafarge (Mauritius) Cement Ltd "*shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with suppliers that involves resale price maintenance.*"

1.20 According to the Executive Director, the above measures from the undertakings eliminates the possibility of RPM in the agreements that Lafarge (Mauritius) Cement Ltd will have with its resellers

1.21 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.22 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.23 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.24 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.25 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.26 Having regard to the Application submitted by Lafarge (Mauritius) Cement Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Lafarge (Mauritius) Cement Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) as enunciated above ;

2) Lafarge (Mauritius) Cement Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the Lafarge (Mauritius) Cement Ltd satisfactorily address the Commission's concerns in so far as –

a. Lafarge (Mauritius) Cement Ltd has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application and;

b. Lafarge (Mauritius) Cement Ltd has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Lafarge (Mauritius) Cement Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Lafarge (Mauritius) Cement Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision;

4) We grant immunity from financial penalty to Lafarge (Mauritius) Cement Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. D. P. A. Mariette
(Vice-Chairperson) .....

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

Annex 3

LAFARGE

Undertakings to the CCM

Undertakings provided by Lafarge (Mauritius) Cement Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 20 October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

BACKGROUND

1. Further to the application for immunity under the Competition Commission of Mauritius ('CCM') Resale Price Maintenance ('RPM') Amnesty Programme lodged on the 20th October 2017, pursuant to paragraph 5.6A of the 'CCM 3 Guidelines- Collusive Agreement' (amended June 2017) (hereinafter the 'Application'), by our Contact Persons and counsels Messrs Gavin Glover and Shailesh Seebaruth, on our behalf, we, Lafarge (Mauritius) Cement Ltd, are hereby providing the behavioural undertakings below concerning our commercial activities in Mauritius. These undertakings are designed to provide clear, objective and administrable rules governing the operations of LMC in Mauritius.

A. DEFINITIONS

2. For the purpose of the present undertakings, the following terms or acronyms shall have the following meaning:

LMC means Lafarge (Mauritius) Cement Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate means any enterprise directly or indirectly controlled by LMC;

Commission means the Competition Commission established under section 4 of the Competition Act 2007;

Dealer means any distributor, reseller, retailer, or other entity involved in the resale of LMC's goods or services in Mauritius;

Effective Date means the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date means a maximum of three (3) months as from the effective date;

Resale Price Maintenance means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers; and

RPM means resale price maintenance.

RECEIVED
15 MAY 2018
COMPETITION COMMISSION
OF MAURITIUS

B. STATEMENT OF CASE

Lafarge (Mauritius) Cement Ltd
Level 10, Mneva Tower - Ebène - Mauritius
Phone : (+230) 465 2210
E-mail : lafargemtius@lafargeholcim.com - Website : www.lafarge.mu
Business Registration No.:C07001139

A member of LafargeHolcim

Direct establishment of RPM

3. As far as instances of direct RPM are concerned, LMC referred to a [redacted] agreement which LMC signed with one of its dealers [redacted] ('the [redacted] Agreement'), on the 1st of September 2009, in its Application. The [redacted] Agreement, with the infringing clauses, more specifically clauses 5.3 and 5.4, [redacted]

4. The [redacted] Agreement was signed by [redacted] of LMC and [redacted]

   4.1. [redacted]

   4.1.1. [redacted]

   4.1.2. [redacted]

   4.1.3. [redacted]

   4.1.4. [redacted]

   4.1.5. [redacted]

   4.1.6. [redacted]

5. LMC would like to stress that, as opposed to para. 7.3 of LMC's RPM Amnesty application dated 20th October 2017, the [redacted] agreement expired [redacted] and is no longer valid.

6. LMC realises the importance and seriousness of section 43 of the Act and has therefore fully disclosed the above practices to the CCM as part of its Amnesty Application on the 20th of October 2017 and has claimed full immunity in regards to same.

Indirect establishment of RPM

7. As further reported in its Application, LMC also disclosed certain commercial practices, as hereunder refered, which could indirectly have the effect of restricting the minimum price at which its dealers could resell its products to end-customers.

7.1. *Resiliation of special incentives*

7.1.1. LMC disclosed that there have been instances in the past where LMC has resiliated special financial incentives provided to its dealers, either when those dealers were selling its cement products at a price which was too low compared to that of other LMC dealers operating in the same geographical area; or when its dealers had failed to follow LMC's instructions to review their pricing policy. Although most of the communication that occurred between LMC and the dealers regarding the resiliation of special incentives were verbal and not recorded, LMC has reported the names [redacted], whose special incentives had been resiliated for failing to review their pricing policy following LMC's request.

7.2. *Restricting dealer's freedom to pass-on special incentives*

7.2.1. LMC further disclosed that there were also other instances where that it has imposed on its dealers not to pass on the special incentives provided to them in cash but to do so in kind only. LMC has reported [redacted] in its Application, wherein formal letters were sent to [redacted] dealers.

7.2.2. A copy of those letters are herewith attached as follows:

[redacted]

7.2.3. LMC would like to stress that the above letters had a limited duration and are no longer applicable

7.3. *Price lists communicated to dealers*

7.3.1. LMC also disclosed to the CCM that, on a number of occasions, a price list of its cement products had been communicated to its dealers without mentioning the terms "Recommended Price", although it never was its intention to impose a minimum resale price on its dealers.

C. MEASURES PROPOSED AS UNDERTAKINGS

[redacted]

9. The undertakings below are given under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation to the agreements that were referred to by LMC in its application for immunity on the 20th October 2017.

Undertaking No. 1

10. In respect of the [redacted] agreements that LMC has with its dealers, LMC undertakes that it shall refrain from entering into any agreement with any of its dealers, which establish or restrict, whether directly or indirectly, the resale price of LMC products.

11. LMC confirms that no other [redacted] agreements have been signed with other [redacted] in the like of [redacted]

12. LMC further undertakes that it shall amend all existing agreements, contracts, or other express arrangements with dealers, existing and prospective, to expressly include a clause therein to the effect that dealers shall remain entirely free to fix or otherwise apply their own prices or price

levels and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them by LMC.

Undertaking No. 2

13. LMC further undertakes that it shall not, in any manner whatsoever, implement or cause to be implemented any measure (including through the use of economic advantages, incentives, threat, coercive measures or otherwise), having the object of effect of compelling, inducing, or attempting to compel or induce its dealers to apply any price(s), or price level(s), or price components communicated to them by LMC in the resale of LMC's products.

14. In respect of the special incentives provided to dealers, LMC undertakes that it shall not restrict the freedom of its dealers, either in writing or verbally, to choose the manner in which they choose pass on the special incentives to the end consumers.

15. LMC further undertakes that, whenever a financial incentive or like advantage is provided to its dealers, LMC will communicate, in writing, to dealer that the dealer is free to choose the way the incentive or advantage is passed on to the end customer.

16. LMC has already taken the necessary remedial measures by implementing the proper pricing policy which would not lead to the indirect effect of restricting the price or price level at which its dealers can resell its products to end-customers.

17. LMC has further taken appropriate actions at its end to clearly stipulate the word "Recommended Price" in all its present and future communications concerning prices of its products to its dealers.

Undertaking No. 3

18. With respect to the price lists communicated to dealers, LMC has included the terms 'Recommended Retail Price' on its price list, a template of which is being provided to the CCM [redacted]

19. LMC undertakes that it shall circulate a standard letter to its dealers informing them that they remain entirely free to fix or otherwise apply their own resale prices and that they are neither bound nor legally compelled to apply or comply with any recommended price communicated to them by LMC.

20. LMC further undertakes that all future pricing communications with its dealers, whether oral or in writing, will include a statement that dealers are independent and free regarding their resale pricing policy and/or resale pricing decisions for LMC's products.

D. FUTURE CONDUCT AND BEHAVIOURAL UNDERTAKING

21. LMC agrees to continue co-operating with the CCM and hereby undertakes to apply the following measures in its commercial dealings with suppliers, as the case may be, in the resale of their respective goods or services in Mauritius:

21.1. LMC shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with suppliers that involves resale price maintenance;

21.2. LMC shall, where a supplier has recommended a minimum resale price for its goods and/or services and the resale price appears on the goods, inform such suppliers, in writing, to include the words 'recommended price' next to the resale price;

21.3. LMC shall not accept any offer – whether periodic, promotional or otherwise – from suppliers that involves resale price maintenance or is otherwise made conditional upon LMC's observance of resale price maintenance;

21.4. LMC shall not, directly or indirectly, require, coerce, or otherwise induce, in any manner whatsoever, suppliers to make binding any price or price level upon dealers when reselling the supplier's goods or services;

21.5. LMC shall ensure that all existing agreements, contracts, or other express arrangements with suppliers, existing and prospective, expressly include a clause therein to the effect that LCM remains entirely free to fix or otherwise apply its own resale prices and that it is neither bound nor legally compelled to apply or comply with any recommended price communicated;

21.6. LMC shall immediately inform the Commission, in writing, of any attempt on the part of suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by LMC in reselling LMC's products and shall, pursuant to a written request by the Commission, provide the Commission with the relevant and non-privileged documents in support thereof;

E. INFORMATION DISSEMINATION

22. LMC shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing LMC's pricing policy, in line with the provisions of the Competition Act 2007.

23. LMC shall use its best efforts to ensure that the present undertaking is made known to and is understood by all dealers.

F. REPORTING

24. LMC shall, as from the date of acceptance of this undertaking, take all reasonable steps to ensure that all communications with suppliers are properly documented and archived to demonstrate LMC's compliance with the present undertakings when reselling goods or services;

25. LMC shall, [redacted], submit a written report to the Commission that inter alia,

25.1. confirms that LMC has implemented a compliance programme, details of which shall be submitted to the Commission;

25.2. describes the steps taken by LMC to comply with the present undertakings and in particular, setting out all the appropriate measures taken by LMC to deter, detect and correct any deviation by LMC' management, directors, or commercial employees from the present undertakings; and

25.3. identifies all amendments put in place with its agreements and/or dealings dealers in relation to the commercialisation of their respective goods or services.

G. GENERAL

26. The above undertakings comprise the entire extent of LMC's commitments to or agreements or understandings with the CCM.

27. LMC shall be bound by the present undertakings and shall be responsible for ensuring its compliance therewith.

28. For the avoidance of doubt, the above undertakings do not preclude LMC from continuing to price competitively, and in so doing increase or decrease its prices and/or volumes and/or market shares (in compliance with the "Act"), in any market in which it participates currently or which it may enter into in the future.

29. [redacted]

30. I remain at your disposal for any further clarification that you may require. In this respect, please find below my contact details for future reference.

H. ENTRY INTO FORCE

The present Undertakings shall take effect upon their acceptance by the Commission.

Jimmy KHAN

Managing Director

Duly authorised for and on behalf of:

Lafarge (Mauritius) Cement Ltd

This 15th May 2018

General Notice No. 157 of 2019

CCM/DS/0030/3

Decision of the Competition Commission

CCM/DS/0030/3

Non-Confidential

Application for Immunity made by SHAH JAHAN Co Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

CCM/DS/0030/3

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/018–Review of SHAH JAHAN Co Ltd RPM Amnesty application'

(CCM/DS/0030/3 –Application for immunity made by SHAH JAHAN Co Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. D. P. A. Mariette - Vice-Chairperson,

Mr. C. Seebaluck - Commissioner,

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by SHAH JAHAN Co Ltd on 5th February 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 2nd October 2017 made by SHAH JAHAN Co Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by SHAH JAHAN Co Ltd on 5th February 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the

conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.,* that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 The Applicant, SHAH JAHAN Co Ltd bearing Business Registration Number C15127488, is a private company incorporated in Mauritius since 13 January 2015. SHAH JAHAN Co Ltd is a supplier of spices and condiments of the brand "Aisha". [redacted]

1.6 SHAH JAHAN Co Ltd has applied for immunity under the RPM Amnesty Programme, in its capacity as supplier, in writing, to the CCM, through its

[1]The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

authorised signatory on the 02nd October 2017. The reported conduct to which SHAH JAHAN Co Ltd has admitted participation involves the affixing of retail price on products, provided to its resellers for resale, without the terms 'recommended price' appearing on the product label.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29 June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that SHAH JAHAN Co Ltd has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that SHAH JAHAN Co Ltd in its capacity as supplier, has engaged in a conduct that raises competition concerns under section 43 of the Act with respect to its commercial dealings [redacted], [redacted] which resell its products.

1.11 The Executive Director views that the affixing of the retail price on its products, being spices and condiments of the brand "Aisha", sold to its resellers without the terms "recommended price" raises a competition concern in so far as resellers does not retain the possibility of practicing their own retail price and cannot freely determine the price at which they want to resell. By not affixing the words "recommended price" on the product label, SHAH JAHAN Co Ltd did not make it clear to the resellers that such price is only a 'recommended price' and is not binding. In so doing, SHAH JAHAN Co Ltd has in effect affixed the final price of the product and restricted dealers' freedom to independently decide on their own pricing policy at retail level and compete among themselves when supplying SHAH JAHAN Co Ltd's products to customers.

1.12 The Executive Director has further assessed the Undertakings offered by SHAH JAHAN Co Ltd pursuant to condition iv paragraph 5.6A(b) of CCM3 Guidelines. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the below-stated reasons:

a. SHAH JAHAN Co Ltd has undertaken not to implement or cause to be implemented, in any manner whatsoever, any measure (including through the use of economic advantages, incentives or otherwise) having the object or effect of compelling inducing or attempting to compel or induce dealers to apply the retail prices or retail price levels communicated to them by SHAH JAHAN Co Ltd;

b. SHAH JAHAN Co Ltd has undertaken to clearly and unequivocally inform all its resellers, in writing, that prices affixed on products supplied to them, including past stocks of unsold products, and/or prices or price levels communicated to them by SHAH JAHAN Co Ltd are 'recommended' prices and that dealers remain entirely free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them by SHAH JAHAN Co Ltd;

c. SHAH JAHAN Co Ltd has, since October 2017, ceased the impugned conduct by conspicuously affixing the terms 'recommended price' and 'prix recommandé' on all products supplied to dealers.

d. SHAH JAHAN Co Ltd, has undertaken, where it enters into any agreement, contract or express arrangement with dealers, existing or prospective, ensure that such agreement, contract or express arrangement expressly include a clause therein to the effect that dealers shall remain entirely free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them by SHAH JAHAN Co Ltd; and

e. The behavioural measures undertaken by SHAH JAHAN Co Ltd shall be disseminated to its internal management and commercial employees engaged in the sales and marketing of SHAH JAHAN Co Ltd's products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the resellers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by SHAH JAHAN Co Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) SHAH JAHAN Co Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) *viz* affixing the retail price on its products, sold to its resellers, without the terms "recommended price".

2) SHAH JAHAN Co Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by SHAH JAHAN Co Ltd satisfactorily address the Commission's concerns in so far as –

   a. SHAH JAHAN Co Ltd has ceased its participation in/terminated all RPM agreements to which it was a party, as reported and evidenced in its undertakings; and

   b. SHAH JAHAN Co Ltd has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by SHAH JAHAN Co Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by SHAH JAHAN Co Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision;

4) We grant immunity from financial penalty to SHAH JAHAN Co Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. D. P. A. Mariette (Vice-Chairperson) .....

Mr. C. Seebaluck (Commissioner) .....

Mrs. M. B. Rajabally (Commissioner) .....

Mrs. V. Bikhoo (Commissioner) .....

Undertakings to the CCM

Undertakings provided by SHAH JAHAN Co Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 2nd October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

05th February 2018

RECEIVED
01 MAR 2018
COMPETITION COMMISSION
OF MAURITIUS

1. Background:

By its letter dated 2nd October 2017 made pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), SHAH JAHAN Co Ltd has notified the Executive Director of the Competition Commission of its application for immunity under the CCM Amnesty Programme for Resale Price Maintenance (the 'Application').

The RPM agreement, in place since 14th April 2015, is in relation to the supply of spices and condiments of the brand "Aisha" by SHAH JAHAN Co Ltd to its dealers, whereby SHAH JAHAN Co Ltd determined and affixed the retail price on the product packaging without the terms "Recommended Price."

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining immunity, SHAH JAHAN Co Ltd is, by the presents, providing undertakings related specifically to the impugned conduct and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested immunity.

2. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meaning:

SJCL: SHAH JAHAN Co Ltd and includes its branches, subsidiaries, or affiliates;

Act: the Competition Act 2007, any amendment brought thereto and any regulations made thereunder;

Affiliate: any enterprise directly or indirectly controlled by SJCL;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Dealer: any distributor, reseller, retailer, or other entity involved in the resale of SJCL's goods or services in Mauritius;

3. Measures proposed as Undertakings

SJCL hereby undertakes to apply the following measures in its commercial dealings with all existing dealers involved in the resale of SJCL's products in Mauritius;

3.1. Behavioural Undertakings

SJCL shall not, in any manner whatsoever, implement or cause to be implemented any measure (including through the use of economic advantages, incentives or otherwise), having the object or effect of compelling, inducing or attempting to compel or induce dealers to apply the retail price(s) or retail price level(s) or retail price component(s) communicated to them by SJCL;

SJCL shall clearly and unequivocally inform all dealers, in writing, that prices affixed on products supplied to them, including past stock of unsold products, and/or prices or price levels communicated to them by SJCL are 'recommended' prices and that dealers remain

4. Scope of Application

SJCL shall be bound by the present undertakings and shall be responsible for ensuring its compliance therewith.

5. Entry into force

The present undertakings shall take effect upon the date of their acceptance by the Commission.

[Signature of Director No 1]

Mr Krishna Mootien

Director

Duly authorised for and on behalf of:

SHAH JAHAN Co Ltd

[Signature of Director No 2]

Mrs Narayanmah Mootien

Director

Duly authorised for and on behalf of:

SHAH JAHAN Co Ltd

entirely free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them by SJCL;

SJCL undertakes that it has, since October 2017, ceased the impugned conduct by conspicuously affixing the terms 'recommended price' and 'prix recommandé' on all products supplied to dealers, in accordance with the product packaging template annexed to the present Undertakings;

SJCL shall, where a resale price appears on its products, continue to affix the terms 'recommended price' and 'prix recommandé' in a conspicuous place on all products supplied to dealers, and undertakes to promptly notify the Commission of any change in its product packaging and/or labelling that is likely to affect SJCL's obligations under the present Undertakings;

SJCL shall, where it enters into any agreement, contract, or other express arrangement with dealers, existing and prospective, ensure that such agreement, contract, or other express arrangement expressly include a clause therein to the effect that dealers shall remain entirely free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them by SJCL;

3.2. Information Dissemination

SJCL shall take all appropriate measures to ensure that its internal management, all directors, and employees engaged in the sales and marketing of SJCL's products with dealers (hereinafter 'commercial employees') are fully aware of and actively implement the present undertakings when designing and/or implementing the commercial policy of SJCL vis-à-vis dealers, in line with the provisions of the Act;

SJCL shall use its best efforts to ensure that the present undertaking is made known to and is understood by all dealers;

3.3. Reporting

SJCL shall, as from the date of the present undertakings, take all reasonable steps to ensure that all communications, negotiations, arrangements with dealers are properly documented and archived to demonstrate SJCL's compliance with the present undertakings and a general understanding among dealers of their freedom and ability to fix or otherwise apply their own prices or price levels when reselling SJCL's products;

SJCL shall, within 3 months from the date of acceptance of the present undertakings by the Commission, submit a written report to the Commission that *inter alia* -

I. confirms that SJCL has implemented a compliance programme, details of which shall be submitted to the Commission; and

II. describes the steps taken by SJCL to comply with the present undertakings and in particular, setting out all the appropriate measures taken by SJCL to deter on the one hand and detect and correct any deviation by SJCL's management, directors, or commercial employees from the present undertakings.

General Notice No. 158 of 2019

CCM/DS/0030/4

Decision of the Competition Commission

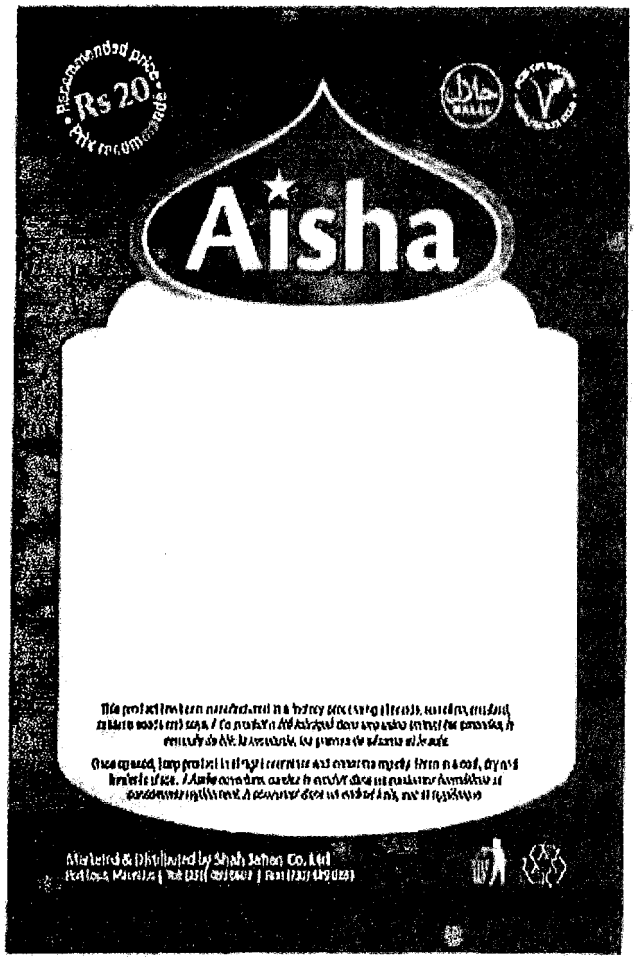
CCM/DS/0030/4

Non-Confidential

Application for Immunity made by Margarine Industries Co Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

Annex



Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Margarine Industries Co Ltd (bearing Business Registration Number C06001524), is a public company incorporated in Mauritius since 20 April 1966. Margarine Industries Co Ltd is a manufacturer and distributor of margarine and related products in Mauritius. Margarine Industries Co Ltd supplies to around 4000 resellers in Mauritius.

1.6 Margarine Industries Co Ltd has made an application, in its capacity as supplier, in writing, to the CCM, through its authorised signatory on the 20th October 2017. The reported RPM conduct, by Margarine Industries Co Ltd,

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/4

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/020 – Review of Margarine Industries Co Ltd RPM Amnesty application'

(CCM/DS/0030/4 – Application for Immunity made by Margarine Industries Co Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Margarine Industries Co Ltd on 23rd May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 20th October 2017 made by Margarine Industries Co Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Margarine Industries Co Ltd on 23rd May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

referred resellers upon respect of the minimum retail prices communicated to them in the price list format. In so doing, Margarine Industries Co Ltd has in effect, limited retail price competition for its products.

1.12 The Executive Director has further assessed the Undertakings offered by Margarine Industries Co Ltd pursuant to condition iv paragraph 5.6A(b) of CCM3 Guidelines. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a) Margarine Industries Co Ltd has undertaken to not, in any manner whatsoever, implement or cause to be implemented any measure (including through the use of economic advantages, incentives or otherwise), having the object or effect of compelling, inducing or attempting to compel or induce dealers to apply the retail prices or retail price levels or retail price components communicated to them by Margarine Industries Co Ltd;

b) Margarine Industries Co Ltd has undertaken to inform all dealers, in writing, that prices or price levels communicated to them by Margarine Industries Co Ltd in relation to its products, including past stocks, are "recommended" prices or price levels;

c) Margarine Industries Co Ltd shall, where it enters into agreements, contracts or other such express arrangements with dealers, existing and prospective, ensure that such agreement, contract or other arrangement expressly include a clause therein to the effect that dealers shall remain entirely free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply the prices communicated to them by Margarine Industries Co Ltd; and

d) The behavioural measures undertaken by Margarine Industries Co Ltd shall be disseminated to its internal management and commercial employees engaged in the sales and marketing of Margarine Industries Co Ltd products, thereby minimising risks of RPM conduct being promoted by employees and ensuring that commercial dealings with resellers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

as submitted in the application, concerns, 'agreement(s) involving RPM in connection with promotional sales activities whereby important percentage discount was offered to [redacted] customers [redacted] on the condition that they do not sell the applicant's products below the wholesale 'recommended' prices. Margarine Industries Co Ltd has participated in agreements involving RPM, having a restrictive object by establishing a minimum retail price ('pricing restriction') and inducing dealers to practise its stated prices to benefit from discounts

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that Margarine Industries Co Ltd has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that Margarine Industries Co Ltd, in its capacity as supplier, has engaged in a conduct that raises competition concerns under section 43 of the Act with respect to its commercial dealings with the following resellers:

1.11 The Executive Director views that Margarine Industries Co Ltd has imposed minimum retail price onto its resellers, [redacted] and [redacted], by inducing them to apply the minimum retail price in order to benefit from discounts. The discounts were offered to the afore-

a) Margarine Industries Co Ltd has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

b) Margarine Industries Co Ltd has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Margarine Industries Co Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Margarine Industries Co Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision;

4) We grant immunity from financial penalty to Margarine Industries Co Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck (Commissioner) .....

Mrs. M. B. Rajabally (Commissioner) .....

Mrs. V. Bikhoo (Commissioner) .....

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by Margarine Industries Co Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Margarine Industries Co Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) as per paragraph 1.6 above;

2) Margarine Industries Co Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report; and

3) The Undertakings submitted by the Margarine Industries Co Ltd satisfactorily address the Commission's concerns in so far as –

1. Background:

By its letter dated 20th October 2017 made pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Margarine Industries Limited has notified the Executive Director of the Competition Commission of its application for immunity under the CCM Amnesty Programme for Resale Price Maintenance (the 'Application').

The agreements were in place [redacted] in relation to the supply of Margarine and related products, enlisted in annex 1 of the present undertakings, wherein Margarine Industries Limited, in its capacity as a manufacturer and wholesale distributor of the said products, has been determining and communicating in advance, through a reseller price list format, the retail prices of the concerned products of [redacted] its resellers [redacted] and, the communicated prices were imposed on the dealers whereby important percentages of discounts were proposed as an incentive for them to abide by the stated minimum prices.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining immunity, Margarine Industries Limited is, by the presents, providing undertakings related specifically to the impugned agreements and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested immunity.

2. Definitions

For the purpose of the present undertakings, the following terms shall have the following meaning:

Margarine Industries Limited: Margarine Industries Limited and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Margarine Industries Limited;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Concerned Dealers: [redacted]

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale Price Maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

MARGARINE
INDUSTRIES

Undertakings to the CCM

Undertakings provided by Margarine Industries Limited to the Competition Commission

Pursuant to an Application for Amnesty dated 20th October 2017.

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

23rd May 2018

Margarine **Industries** Limited

New Trunk Road, Trianon 72257, Mauritius
E: millogistic@mill.intnet.mu | W: www.margarineindustries.com
T:+ 230 6509073 | F:+ 230 454 2345
BRN: C06001524| VAT: VAT20012259

i. confirms that Margarine Industries Limited has implemented a compliance programme, details of which shall be submitted to the Commission; and

ii. describes the steps taken by Margarine Industries Limited to comply with the present undertakings and in particular, setting out all the appropriate measures taken by Margarine Industries Limited to deter on the one hand and detect and correct on the other hand any deviation by Margarine Industries Limited's management, directors, or commercial employees from the present undertakings.

4. Entry into force

The present undertakings shall take effect upon the Effective Date.

Raffi Currimjee
Managing Director
Duly authorised for and on behalf of:
Margarine Industries Limited

Rafic M. Sulliman
General Manager
Duly authorised for and on behalf of:
Margarine Industries Limited

3. Measures proposed as Undertakings

Margarine Industries Limited hereby undertakes to apply the following measures in its commercial dealings with the concerned dealers and any distributor, reseller, retailer, or other entity involved in the resale of Margarine Industries Limited's products in Mauritius;

3.1. Behavioural Undertakings

i. Margarine Industries Limited shall not, in any manner whatsoever, implement or cause to be implemented any measure (including through the use of economic advantages, incentives or otherwise), having the object or effect of compelling, inducing or attempting to compel or induce dealers to apply the retail prices or retail price levels or retail price components communicated to them Margarine Industries Limited;

ii. Margarine Industries Limited shall clearly and unequivocally inform the concerned dealers, in writing, that prices or price levels communicated to them by Margarine Industries Limited in relation to its products, including past stocks, are "recommended" prices or "recommended" price levels; and

iii. Margarine Industries Limited shall, where it enters into any agreement, contracts, or other express arrangements with dealers, existing and prospective, ensure that such agreement, contract, or other arrangement expressly include a clause therein to the effect that dealers shall remain entirely free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply or Margarine Industries Limited.

3.2. Information Dissemination

Margarine Industries Limited shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the sales and marketing of Margarine Industries Limited's products with dealers (hereinafter 'commercial employees') are fully aware of and actively implement the present undertakings when designing and/or implementing the commercial policy of Margarine Industries Limited vis-à-vis dealers, in line with the provisions of the Act;

Margarine Industries Limited shall use its best efforts to ensure that the present undertaking is made known to and is understood by the concerned dealers.

3.3. Reporting

Margarine Industries Limited shall, as from the Effective Date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the concerned dealers and any distributor, reseller, retailer, or other entity involved in the resale of Margarine Industries Limited products in Mauritius, are properly documented and archived to demonstrate Margarine Industries Limited's compliance with the present undertakings and a general understanding among dealers of their freedom and ability to fix or otherwise apply their own prices or price levels when reselling Margarine Industries Limited's products;

Margarine Industries Limited shall, within the Full Implementation Date, submit a written report to the Commission that *inter alia* -

General Notice No. 159 of 2019

CCM/DS/0030/5

Decision of the Competition Commission

CCM/DS/0030/5

Non-Confidential

Application for Immunity made by SIK YUEN LIMITED under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

Annex 1: List of Products

1.	TARA SPREAD 500g
2.	Butterfly 200g-Salted
3.	Butterfly 200g-Unsalted
4.	Tara Olive Spread 500g
5.	VITA GHEE 900G
6.	VITA VANASPATI 500G
7.	BUTTERFLY SALTED 200G
8.	TARA 1 KG
9.	VITA 500 KG
10.	VITA GHEE 400G

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 SIK YUEN LIMITED operates as a supplier in the wholesale sector for food items as well as an independent retailer under the Way Franchise, as Sik Yuen Way, in the retail sector for both food and non-food items and bears the Business Registration Number C07001411.

1.6 SIK YUEN LIMITED has made an application, in its capacity as both supplier and reseller, in writing, to the CCM, through its authorised signatory on the 28th September 2017 and 04th October 2017. The

[1]The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rdOctober 2017) from 05thOctober 2017 to 20thOctober 2017.

CCM/DS/0030/5

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/006–Review of SIK YUEN LIMITED RPM Amnesty application'

(CCM/DS/0030/5–Application for immunity made by SIK YUEN LIMITED under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by SIK YUEN LIMITED on 15th June 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to applications for immunity dated 28th September 2017 and 04th October 2017 made by SIK YUEN LIMITED pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by SIK YUEN LIMITED on 15th June 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

1.11 The Executive Director views that:

a) the provision of price lists, by SIK YUEN LIMITED in his capacity as a supplier, whereby there has been the establishment of pre-determined resale prices of products without the words 'Recommended price' in relation to promotion price as well as retail prices, shows the existence of agreements it has concluded with its retailers;

b) The acceptance of price lists from suppliers without the terms 'recommended price' by SIK YUEN LIMITED in his capacity as a retailer, may constitute an agreement, taking into consideration the tacit or implicit acquiescence of SIK YUEN LIMITED to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price lists, therefore, demonstrate the concurrence of wills between SIK YUEN LIMITED and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers;

c) the practice of SIK YUEN LIMITED, as retailer under the WAY franchise, accepting products with pre-determined prices affixed on the products, without the words 'recommended price' from its suppliers as being an RPM by acquiescence. The practice of SIK YUEN LIMITED accepting the products of the said suppliers may constitute acquiescence on the part of the applicant to the policy of the suppliers to affix the resale prices of the products as determined by themselves on the product, which may in turn amount to an agreement; and

d) the contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by SIK YUEN LIMITED as well as provide for direct and indirect price determinations. These trade agreements qualify as agreements demonstrating concurrence of wills between SIK YUEN LIMITED in his capacity as a reseller, and its suppliers, to adopt RPM with respect to the supply of food and non-food items.

1.12 The Executive Director has further assessed the Undertakings offered by SIK YUEN LIMITED. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a) Where SIK YUEN LIMITED, in his capacity as a supplier, issues a price list to retailers which contains a resale price as determined by SIK YUEN LIMITED, it shall state clearly that the resale price is a recommended price, and shall include a clause clearly stating that the recommended price is not binding on the retailers and the retailers are free to determine their own resale prices;

reported RPM conducts, as submitted in the application, make reference to:

a. SIK YUEN LIMITED, as a supplier, has circulated price lists with pre-determined resale prices for its products to resellers without the mention of 'recommended price'; and

b. SIK YUEN LIMITED, as a retailer under the WAY franchise, has:

i. accepted price lists with resale prices pre-determined without the words "recommended price" from its suppliers;

ii. accepted products from its suppliers, with resale price affixed on price labels without the mention of 'recommended price' appearing next to the resale prices; and

iii. entered into contractual agreements with its suppliers in its own name or through WAY GUILD (MTIUS) LTD, which contain clauses on the resale prices of the products.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conducts may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that SIK YUEN LIMITED has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that SIK YUEN LIMITED in its capacity as both supplier of food items and reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by SIK YUEN LIMITED, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) SIK YUEN LIMITED has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

i. the provision of price lists by SIK YUEN LIMITED, in his capacity as a supplier, without the terms 'Recommended Price' to its resellers;

ii. the acceptance of price lists without the mention of 'Recommended Price' from suppliers by SIK YUEN LIMITED in his capacity as a reseller;

iii. the acceptance of products with resale prices affixed on the products, without the words 'Recommended Price' from suppliers by SIK YUEN LIMITED in his capacity as a reseller; and

b) SIK YUEN LIMITED, in his capacity as a retailer, has undertaken to inform its suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

c) SIK YUEN LIMITED, in his capacity as a retailer, has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

d) SIK YUEN LIMITED, in his capacity as a reseller, has undertaken, where any of its suppliers and/or any other supplier recommend a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products; and

e) The behavioural measures undertaken by SIK YUEN LIMITED shall be disseminated to its internal management and commercial employees engaged in the sales and marketing of its products as well as purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

CCM/DS/0030/5

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

iv. the acceptance, by SIK YUEN LIMITED in his capacity as reseller, of vertical price restriction in suppliers' contracts that includes price determination of the products.

2) SIK YUEN LIMITED has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report; and

3) The Undertakings submitted by the SIK YUEN LIMITED satisfactorily address the Commission's concerns in so far as –

a. It will ensure that SIK YUEN LIMITED ceases its participation in/terminates all RPM agreements to which it was a party; and

b. SIK YUEN LIMITED has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by SIK YUEN LIMITED satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by SIK YUEN LIMITED, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to SIK YUEN LIMITED pursuant to section 59(7) of the Act for the Reported RPM conduct.

. Definitions.

For the purpose of the present undertakings, the following terms shall have the following meanings:

SIK YUEN LIMITED (herein 'Sik Yuen'): Sik Yuen and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Sik Yuen;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

(i) Sik Yuen has two main lines of business, firstly as an importer, distributor and wholesaler, herein after referred to in its capacity as supplier in the retail and wholesale food sectors and secondly as a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items; herein after referred to in its capacity as retailer.

(ii) By its letters dated 28th September 2017 and 04th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines — Collusive Agreements' (amended June 2017), Sik Yuen has made applications for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the **'Application'**).

(iii) The reported activity involves three practices whereby Sik Yuen has:

(a) provided price lists with pre-determined resale prices for its products to its retail clients without the words "recommended price"; (the **"Practice I"**);

(b) accepted products with resale prices pre-determined and pre-labelled on the, products by its suppliers without the words "recommended price" appearing next to the resale prices; (the **"Practice II"**); and

(c) in its own name or through WAY GUILD (MTIUS) LTD (herein 'Way Guild'), entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the **"Practice III"**).

Undertakings to the CCM

Undertakings provided by **SIK YUEN LIMITED** to the Competition Commission
Pursuant to the Applications for Amnesty dated 28th September 2017 and 04th October 2017
In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[Date of Undertakings]

RECEIVED
15 JUN 2018
COMPETITION COMMISSION
OF MAURITIUS

(b) In its capacity as Retailer

(i) Sik Yuen shall inform the above-mentioned suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

(ii) Sik Yuen shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

(iii) Sik Yuen shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that, unless the words "recommended price" appear on the resale price, it shall not accept/offer for sales such products.

4.2 Information Dissemination

Sik Yuen shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Sik Yuen pricing policy, in line with the provisions of the Act.

4.3. Reporting

(i) Sik Yuen shall provide the Commission with a copy of any amended price lists governing its commercial relationship with each of the above-mentioned retailers as proof that Sik Yuen has irrevocably ceased the impugned resale price maintenance;

(ii) Sik Yuen shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Sik Yuen reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

(iii) Sik Yuen shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Sik Yuen has irrevocably ceased the impugned resale price maintenance.

(iv) Sik Yuen shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

(v) Sik Yuen shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

3. The Practices

Practice I is in relation to the following retailers: (refer to Appendix A) The identified retailers for Practice I shall altogether herein after be referred to as **'the Retailers'.**

Practice II is in relation to the following suppliers (refer to Appendix B).

The agreement with respect to Practice III is in relation to the following suppliers (see Appendix C)

The identified suppliers for Practice II and III listed in Appendix B and C shall altogether herein after be referred to as **'the Suppliers'.**

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provices that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, Sik Yuen is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Sik Yuen is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects they may have had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

4. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Sik Yuen hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

4.1. Behavioural Undertakings

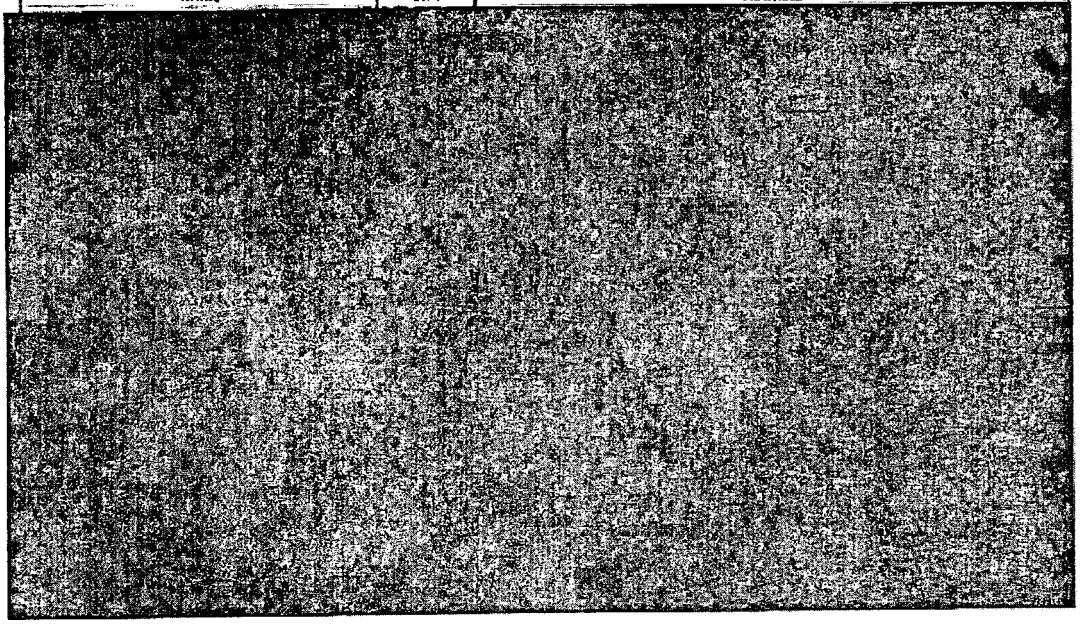
(a) In its capacity as Supplier:

Where Sik Yuen issues a price list to retailers which contains a resale price as determined by Sik Yuen, it shall state clearly that the resale price is a recommended price and shall include a clause clearly stating that the recommended price is not binding on the retailers and the retailers are free to determine their own resale prices.

SIK YUEN LIMITED
WHOLESALE CUSTOMERS

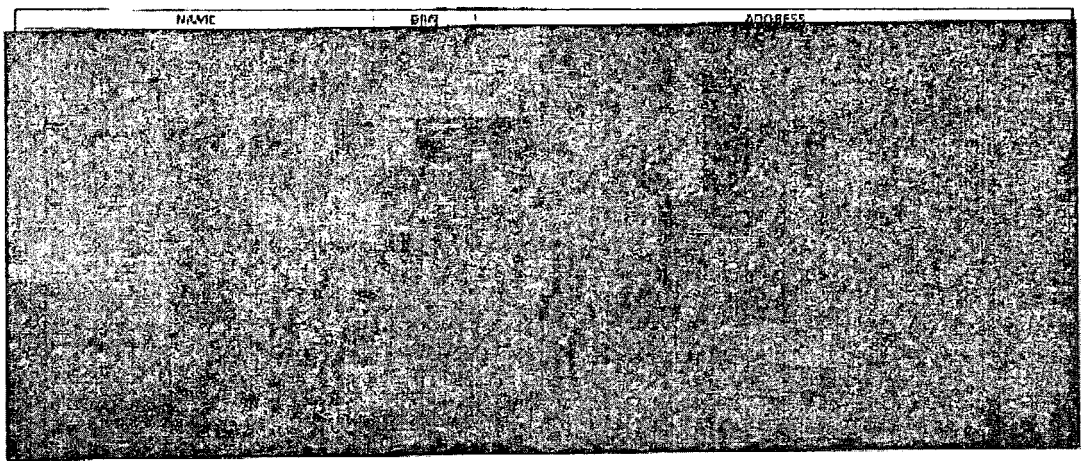
Annex B

NAME	BRN	ADDRESS



Page 1 of 2

NAME	BRN	ADDRESS



Page 2 of 2

5 Entry into force

These undertakings shall be effective as from the date they are accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No1]

Name: YVES YEUNG SIK YUEN

Position: CEO

Duly authorised for and on behalf of:

SIK YUEN LIMITED

SIK YUEN LIMITED

[Signature of Director No2]

Name: JEAN MARC SIK YUEN

Position: DIRECTOR

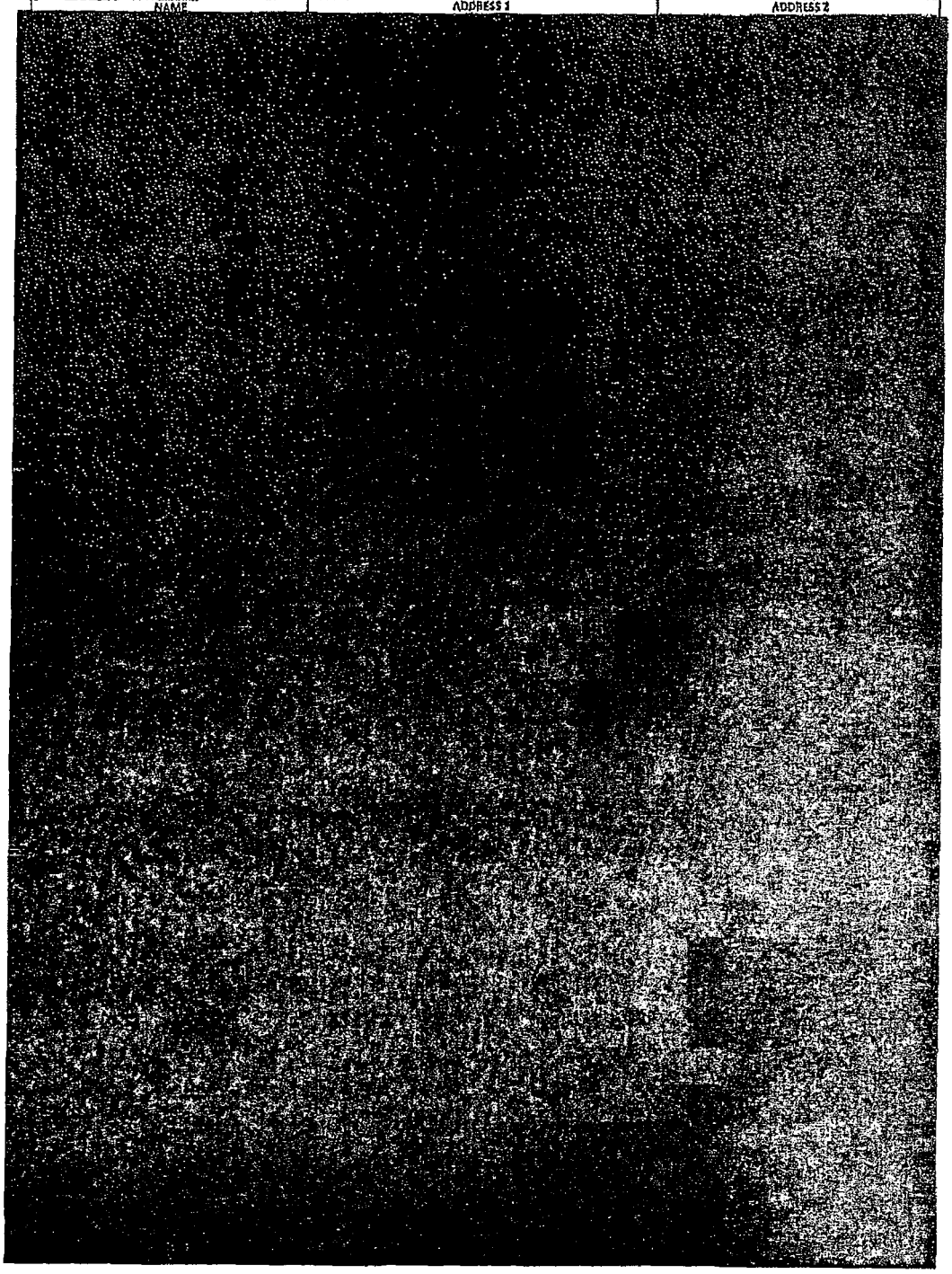
Duly authorised for and on behalf of:

SIK YUEN LIMITED

SIK YUEN LIMITED

SIK YUEN LIMITED
LIST OF SUPPLIERS

NAME	ADDRESS 1	ADDRESS 2



Suppliers determined through the Contractual Agreements:

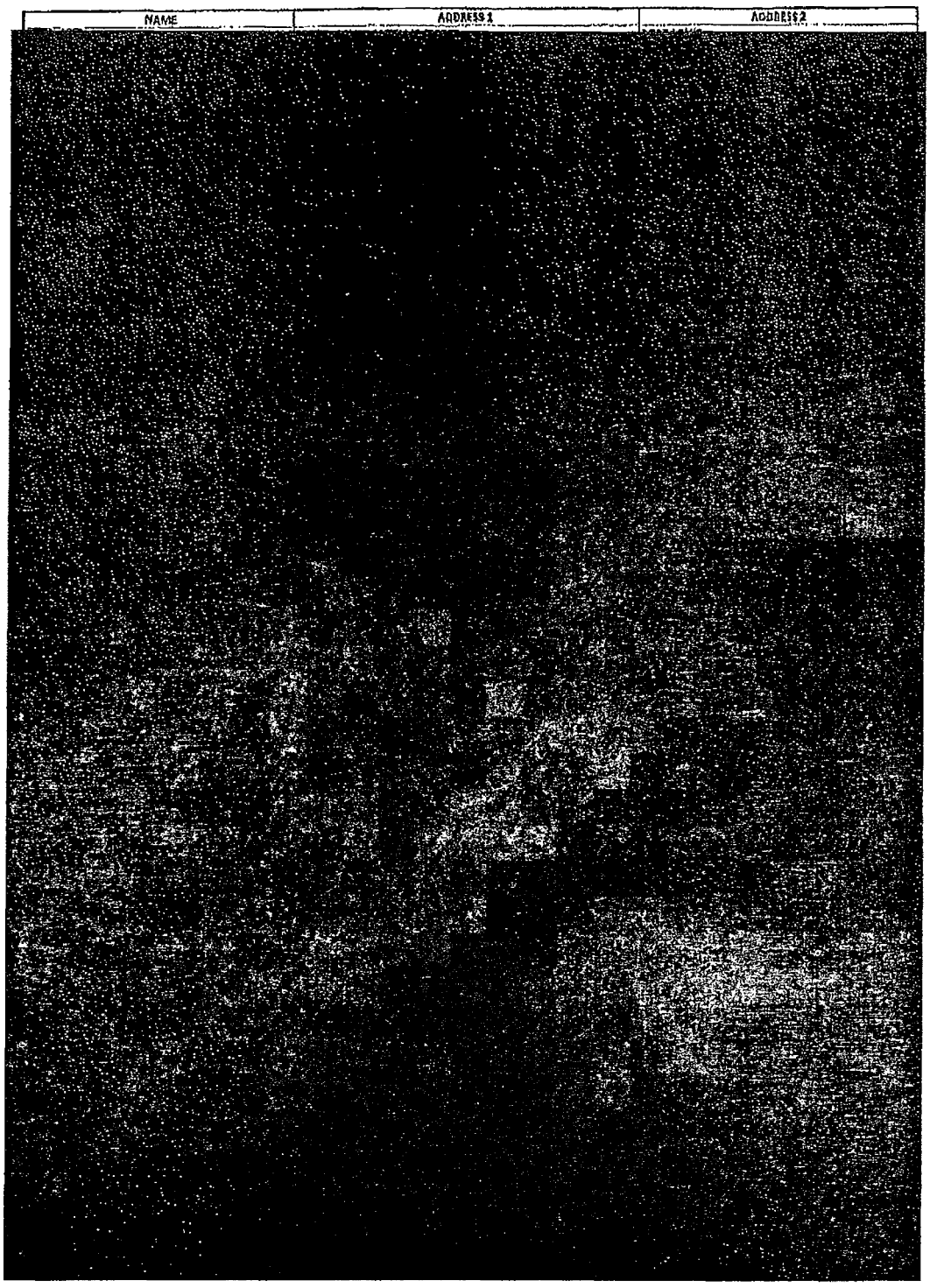
SIR YUEN LIMITED

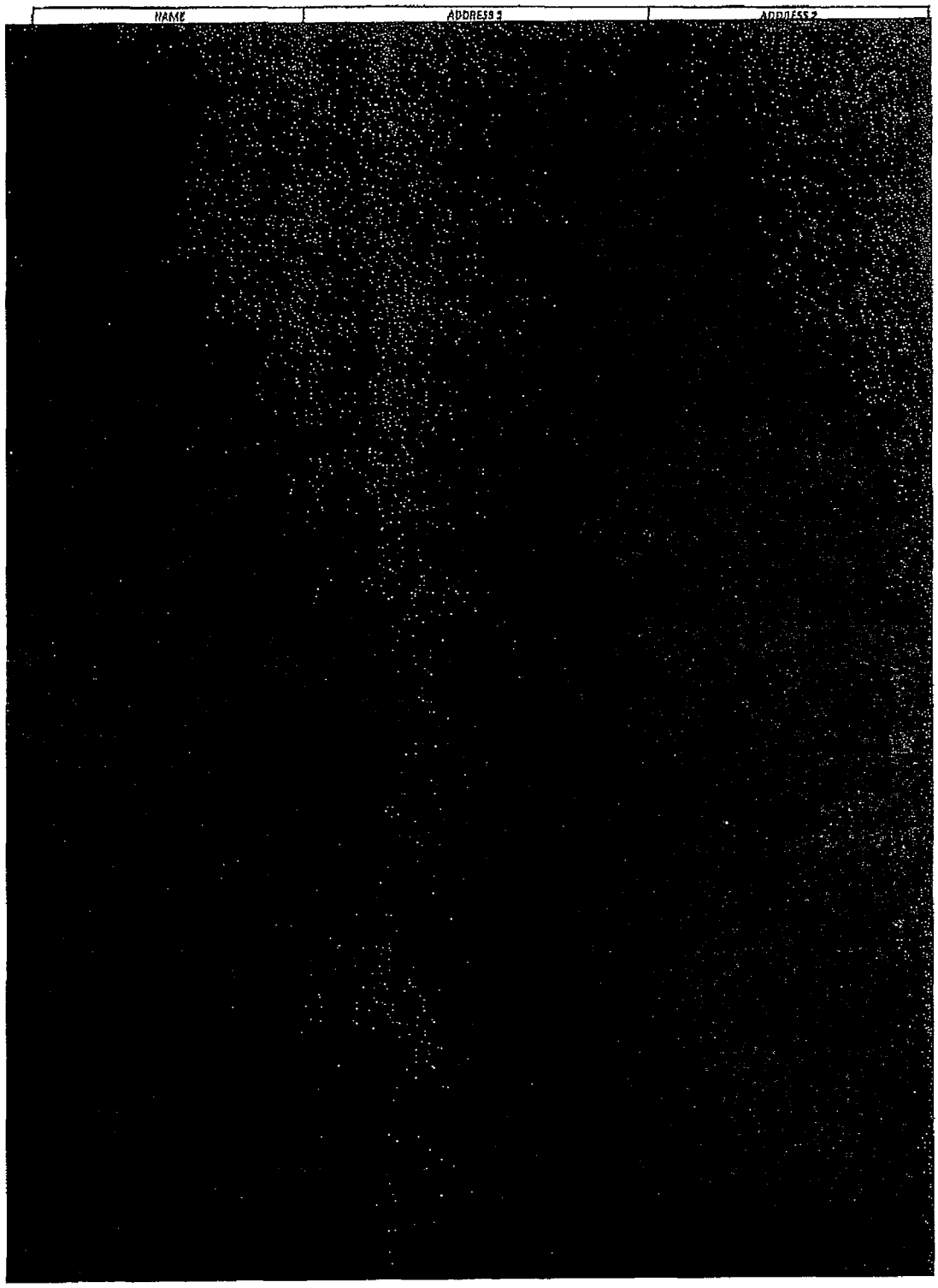
ANNEX 4

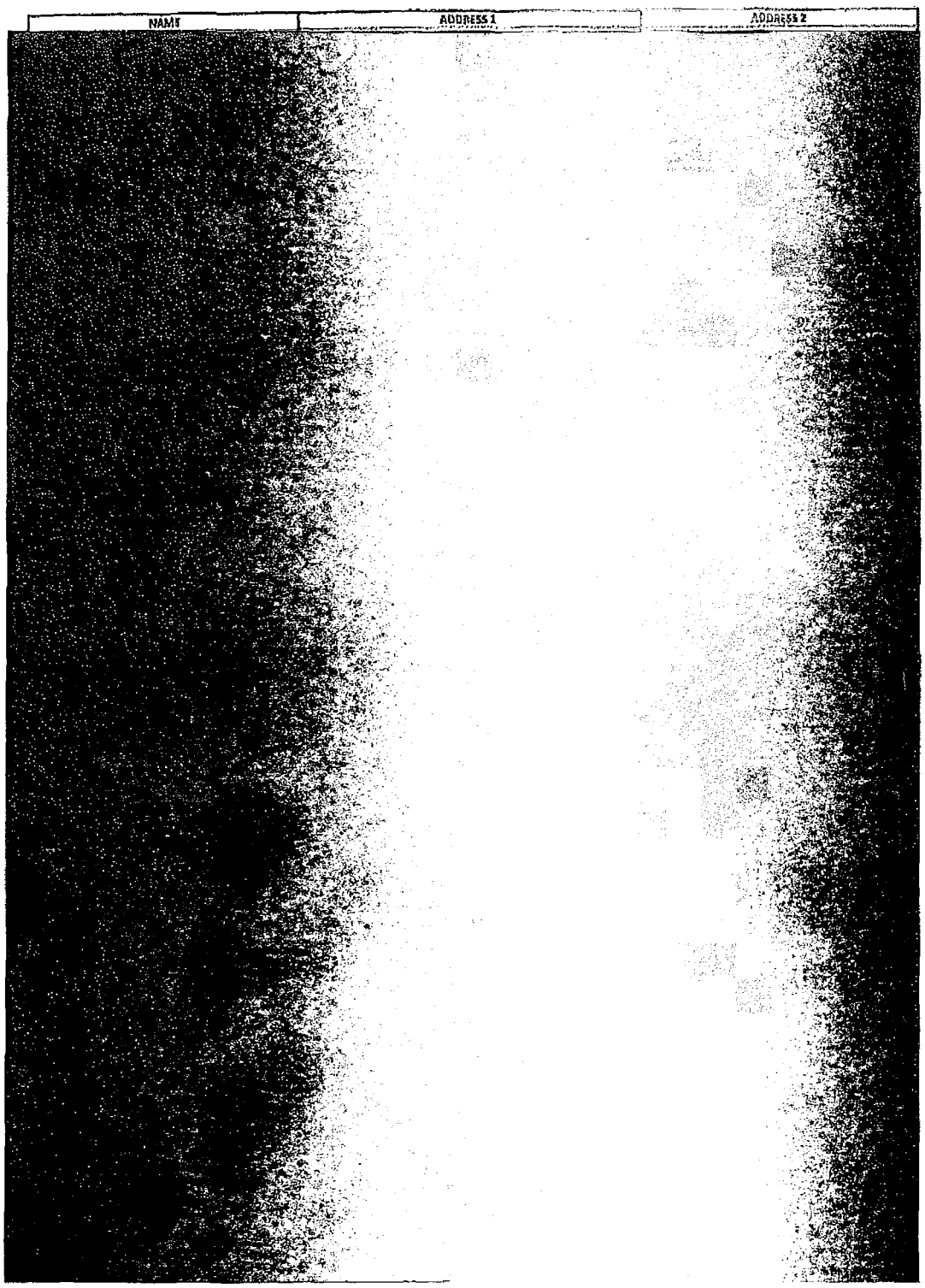
LIST OF SUPPLIERS

PRICE AFFIXED ON PRODUCTS BY SUPPLIERS WITHOUT WORDING "RECOMMENDED PRICE"

NAME OF SUPPLIER	BRN	ADDRESS


NAME
ADDRESS1
ADDRESS2


NAME
ADDRESS 1
ADDRESS 2


NAME
ADDRESS 1
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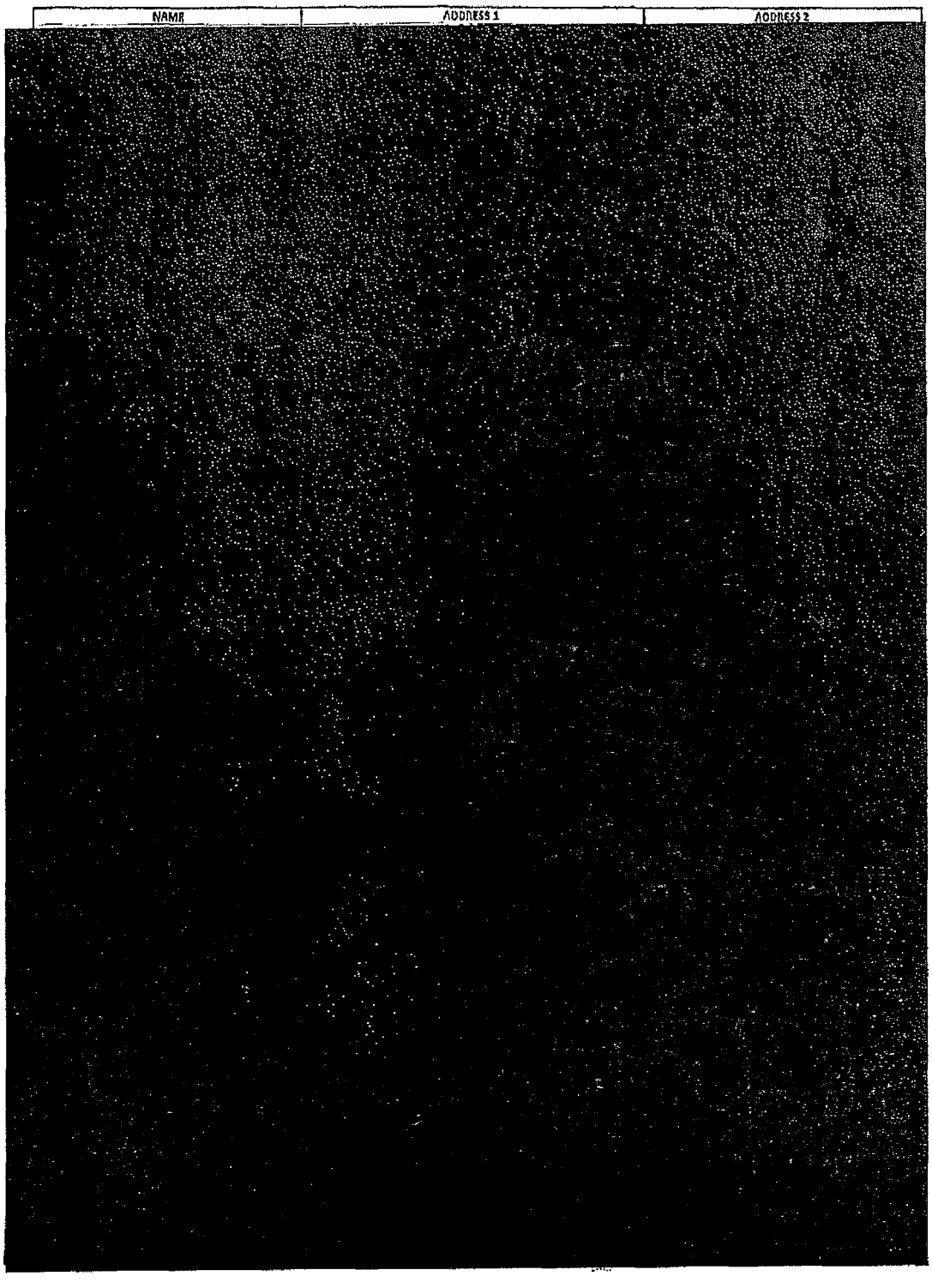
NAME
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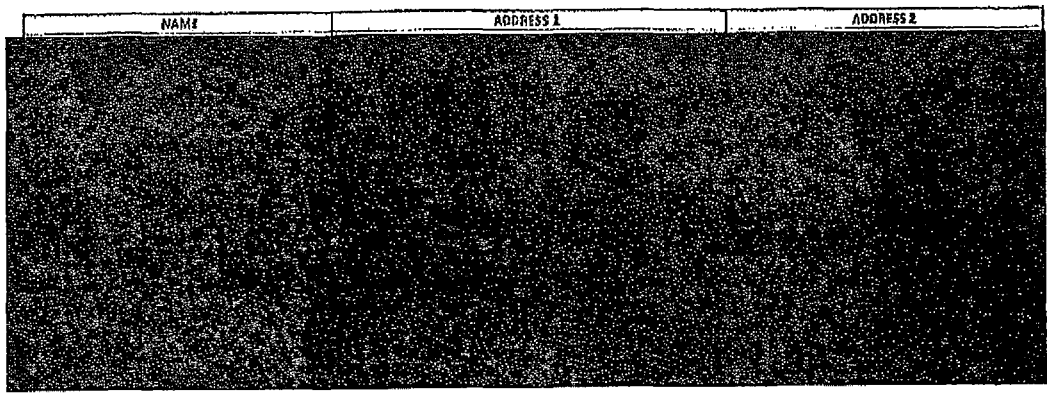
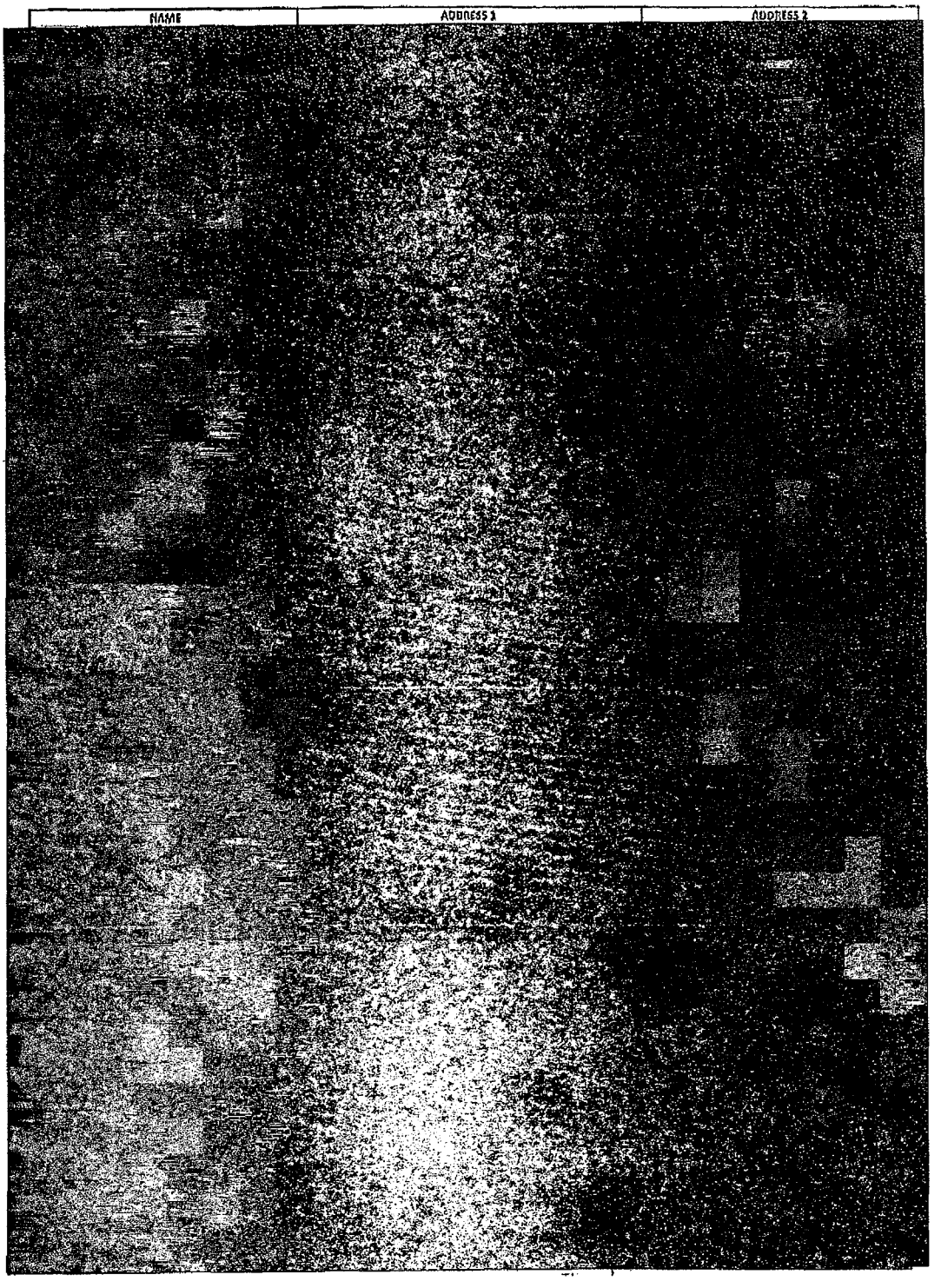

NAME
ADDRESS 1
ADDRESS 2


NAME
ADDRESS 1
ADDRESS 2

CCM/DS/0030/6

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/007 – Review of Compagnie des Magasins Populaires Ltée RPM Amnesty application'

(CCM/DS/0030/6 – Application for Immunity made by Compagnie des Magasins Populaires Ltée under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Compagnie des Magasins Populaires Ltée on 28th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 02nd October 2017 made by Compagnie des Magasins Populaires Ltée pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Compagnie des Magasins Populaires Ltée on 28th May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the

General Notice No. 160 of 2019

CCM/DS/0030/6

Decision of the Competition Commission

CCM/DS/0030/6

Non-Confidential

Application for Immunity made by Compagnie des Magasins Populaires Ltée (CMPL) under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

application, makes reference to contractual agreements between Compagnie des Magasins Populaires Ltée and its suppliers inclusive of direct and indirect price determinations.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that Compagnie des Magasins Populaires Ltée has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that Compagnie des Magasins Populaires Ltée in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that the contractual agreements, which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by Compagnie des Magasins Populaires Ltée as well as provide for direct and indirect price determinations. These trade agreements qualify as agreements demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items.

1.12 The Executive Director has further assessed the Undertakings offered by Compagnie des Magasins Populaires Ltée pursuant to condition iv paragraph 5.6A (b) of CCM 3 Guidelines. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Compagnie des Magasins Populaires Ltée operates as a retailer under the brand name Monoprix, in the retail sector for both food and non-food items and bears the following Business Registration Numbers: C07002265, C13119824 and C13119825.

1.6 Compagnie des Magasins Populaires Ltée has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 02nd October 2017. The reported RPM conduct, as submitted in the

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by Compagnie des Magasins Populaires Ltée, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Compagnie des Magasins Populaires Ltée has, in its Application, admitted its participation in one or more RPM agreement(s) *viz* the acceptance of vertical price restriction in suppliers' contracts that includes direct and indirect price determination of the products;

2) Compagnie des Magasins Populaires Ltée has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report; and

3) The Undertakings submitted by Compagnie des Magasins Populaires Ltée satisfactorily address the Commission's concerns in so far as –

a. It will ensure that Compagnie des Magasins Populaires Ltée ceases its participation in/terminates all RPM agreements to which it was a party; and

b. Compagnie des Magasins Populaires Ltée has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

a. Compagnie des Magasins Populaires Ltée has undertaken to inform the suppliers that it is no longer party to the restrictive clauses constituting RPM and shall either modify the agreement or enter into new agreements which do not contain RPM clauses with the suppliers;

b. Compagnie des Magasins Populaires Ltée has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. Compagnie des Magasins Populaires Ltée has undertaken, where any of its suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products; and

d. The behavioural measures undertaken by Compagnie des Magasins Populaires Ltée shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

Undertakings to the CCM

Undertakings provided by **Compagnie des Magasins Populaires Limitee** to the Competition Commission

Pursuant to an Application for Amnesty dated 02nd October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

28th May 2018.

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Compagnie des Magasins Populaires Ltée satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Compagnie des Magasins Populaires Ltée, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to Compagnie des Magasins Populaires Ltée pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to the agreements, CMPL is given to understand that these agreements may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, CMPL is, by the present, providing undertakings related specifically to the impugned agreements and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, CMPL hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

CMPL shall inform the above-mentioned suppliers that it is no longer party to the restrictive clauses constituting RPM and shall either modify the agreements or enter into new agreements which do not contain RPM clauses with the suppliers. For the avoidance of doubt, the restrictive clauses may be severed from the agreements;

CMPL shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

CMPL shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

CMPL shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing CMPL pricing policy, in line with the provisions of the Act.

3.3 Reporting

CMPL shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Compagnie des Magasins Populaires Limitée (Also referred to as 'CMPL') : Compagnie des Magasins Populaires Limitée and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by CMPL;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

CMPL, operating under the brand name Monoprix, is a retailer operating in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 02nd October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), CMPL has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (**the 'Application'**).

The reported activity involves contractual agreements between CMPL and its suppliers, which contain clauses on the resale prices of products (**the 'agreements'**). The agreements are dated as per below and are as follows:

(1) Accord Commercial between [redacted] and CMPL for the calendar year 2017, dated 27th February 2017.

(2)Contrat de Coopération Commerciale 2017 between [redacted] and CMPL, dated 01 February 2017.

The agreements are in relation to the following suppliers: [redacted]

The identified suppliers shall altogether herein after be referred to as **'the Suppliers'.**

General Notice No. 161 of 2019

Decision of the Competition Commission

CCM/DS/0030/7

NON-CONFIDENTIAL

Application for Immunity made by CHAN KOWN CHIN & CO. LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

of resale price maintenance to be observed by CMPL reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

CMPL shall provide the Commission with a copy of any amended agreements governing its commercial relationship with each of the above-mentioned suppliers as proof that CMPL has irrevocably ceased the impugned resale price maintenance;

CMPL shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

CMPL shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Name: J-M Raillard

Position: CEO

Duly authorised for and on behalf of:

Compagnie des Magasins Populaires Limitée (CMPL)

[Signature of Director No 2]

Name: Shah Nawaz SHAKHOJ.

Position: GF

Duly authorised for and on behalf of:

Compagnie des Magasins Populaires Limitée (CMPL)

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.,* that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 CHAN KOWN CHIN & CO. LTD operates as an independent retailer under the Way Franchise, as Central Way, in the retail sector for both food and non-food items and bears the following Business Registration Number C06017223.

1.6 CHAN KOWN CHIN & CO. LTD has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 05th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/7

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/01 – Review of CHAN KOWN CHIN & CO. LTD RPM Amnesty application'

(CCM/DS/0030/7 – Application for Immunity made by CHAN KOWN CHIN & CO. LTD under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by CHAN KOWN CHIN & CO. LTD on 14th June 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 05th October 2017 made by CHAN KOWN CHIN & CO. LTD pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by CHAN KOWN CHIN & CO. LTD on 14th June 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

price' may constitute an acquiescence on their part to the policy of the suppliers to affix the resale prices of the products as determined by themselves, which may in turn amount to an agreement.

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by CHAN KOWN CHIN & CO. LTD as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by CHAN KOWN CHIN & CO. LTD. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. CHAN KOWN CHIN & CO. LTD has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. CHAN KOWN CHIN & CO. LTD has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. CHAN KOWN CHIN & CO. LTD has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that CHAN KOWN CHIN & CO. LTD shall be free to determine its own resale price.

d. CHAN KOWN CHIN & CO. LTD has undertaken, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, to inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products

e. The behavioural measures undertaken by CHAN KOWN CHIN & CO. LTD shall be disseminated to its internal management and

'recommended price', price determinations in contractual agreements, undertaken through WAY GUILD (MTIUS) LTD and acceptance of products with price labelling without the mention of 'recommended price'.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that CHAN KOWN CHIN & CO. LTD has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that CHAN KOWN CHIN & CO. LTD in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of CHAN KOWN CHIN & CO. LTD to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between CHAN KOWN CHIN & CO. LTD and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

(b) The acceptance of pre-determined prices on the products by CHAN KOWN CHIN & CO. LTD as retailer, without the words 'recommended

1) CHAN KOWN CHIN & CO. LTD has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

   (i) the acceptance of price list without the mention of 'Recommended Price';

   (ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken through WAY GUILD (MTIUS) LTD, that includes price determination of the products; and

   (iii) the acceptance of price labelling on products without the words 'Recommended Price';

(iv) CHAN KOWN CHIN & CO. LTD has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

(v) The Undertakings submitted by the CHAN KOWN CHIN & CO. LTD satisfactorily address the Commission's concerns in so far as –

   a. CHAN KOWN CHIN & CO. LTD has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

   b. CHAN KOWN CHIN & CO. LTD has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by CHAN KOWN CHIN & CO. LTD satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by CHAN KOWN CHIN & CO. LTD, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by CHAN KOWN CHIN & CO. LTD, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

CENTRAL WAY
CHAN KOWN CHIN & CO. LTD.

Undertakings to the CCM

Undertakings provided by CHAN KOWN CHIN & CO. LTD to the Competition Commission

Pursuant to an Application for Amnesty dated 05th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

14th June 2018

Annexed:
Copies of Commercial Agreements for 2018 with:

- [redacted]

Cnr. Duncan Taylor & Elias Streets, Rose Hill - Republic of Mauritius • Tel: (230) 464 4697 / 467 8130 • Fax: 466 3941 • E-Mail: jmc@intnet.mu
Business Reg. No.: C06017223 • VAT Reg. No.: VAT20158079

4) We grant immunity from financial penalty to CHAN KOWN CHIN & CO. LTD pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

[redacted]

Practice II is in relation to the following suppliers: [redacted]

The agreement with respect to Practice III is in relation to the following suppliers: [redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as **'the Suppliers'.**

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, Central Way is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Central Way is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Central Way hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Central Way shall inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Central Way shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

CHAN KOWN CHIN & CO. LTD (herein 'Central Way') : Central Way and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Central Way;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: *resale price maintenance.*

2. Background:

Central Way is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 05th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Central Way has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) **(the 'Application').**

The reported activity involves three practices whereby Central Way has:

(i) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the **"Practice I"**); and

(ii) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the **"Practice II"**); and

(iii) entered, in its own name or through WAY GUILD (MTIUS) LTD (herein **'Way Guild'**), into contractual agreements with suppliers, which contain clauses on the resale prices of products (the **"Practice III"**).

Practice I is in relation to the following suppliers: [redacted]

General Notice No. 162 of 2019

Decision of the Competition Commission

CCM/DS/0030/8

NON-CONFIDENTIAL

Application for Immunity made by Discounters Supermarket Co. Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

Central Way shall inform the suppliers concerned that any resale price on price lists by the suppliers will be considered to be recommended prices and that Central Way is free to determine its own resale price.

Central Way shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Central Way shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Central Way pricing policy, in line with the provisions of the Act.

3.3. Reporting

Central Way shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Central Way reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Central Way shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Central Way has irrevocably ceased the impugned resale price maintenance;

Central Way shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Central Way shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

Mr. Fat Shun (*Jean-Marie*) CHAN KOWN CHIN
Director

Duly authorised for and on behalf of:
CHAN KOWN CHIN & CO. LTD

liseby chan kown chin

Mrs. Liseby CHAN KOWN CHIN
Director

Duly authorised for and on behalf of:
CHAN KOWN CHIN & CO. LTD

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Discounters Supermarket Co. Ltd operates as an independent retailer under the Way Franchise, as City Way, in the retail sector for both food and non-food items and bears the following Business Registration Number C09058974.

1.6 Discounters Supermarket Co. Ltd has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on 20th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/8

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/02 – Review of Discounters Supermarket Co. Ltd RPM Amnesty application'

(CCM/DS/0030/8 – Application for Immunity made by Discounters Supermarket Co. Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Discounters Supermarket Co. Ltd on 14th June 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 20th October 2017 made by Discounters Supermarket Co. Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Discounters Supermarket Co. Ltd on 14th June 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

'recommended price', price determinations in contractual agreements, undertaken through WAY GUILD (MTIUS) LTD and acceptance of products with price labelling without the mention of 'recommended price'

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that Discounters Supermarket Co. Ltd has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that Discounters Supermarket Co. Ltd in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of Discounters Supermarket Co. Ltd to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between Discounters Supermarket Co. Ltd and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

(b) The acceptance of pre-determined prices affixed on the product by Discounters Supermarket Co. Ltd as retailer, without the words

'recommended price' by the suppliers, may constitute an acquiescence on their part to the policy of the suppliers to affix the resale prices of the products as determined by themselves on the product, which may in turn amount to an agreement.

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by Discounters Supermarket Co. Ltd as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by Discounters Supermarket Co. Ltd. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. Discounters Supermarket Co. Ltd has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. Discounters Supermarket Co. Ltd has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. Discounters Supermarket Co. Ltd has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that Discounters Supermarket Co. Ltd shall be free to determine its own resale price.

d. Discounters Supermarket Co. Ltd has undertaken, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, to inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products

e. The behavioural measures undertaken by Discounters Supermarket Co. Ltd shall be disseminated to its internal

1) Discounters Supermarket Co. Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

   (i) the acceptance of price list without the mention of 'Recommended Price';

   (ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken through WAY GUILD (MTIUS) LTD, that includes price determination of the products; and

   (iii) the acceptance of price labelling on products without the words 'Recommended Price';

2) Discounters Supermarket Co. Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the Discounters Supermarket Co. Ltd satisfactorily address the Commission's concerns in so far as –

   a. Discounters Supermarket Co. Ltd has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

   b. Discounters Supermarket Co. Ltd has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Discounters Supermarket Co. Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Discounters Supermarket Co. Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by Discounters Supermarket Co. Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

CITY WAY
La différence, c'est qu'on se connait

c/o Discounters Supermarket Co. Ltd

47 – 49 Brabant Street, Port-Louis, Mauritius

Tel : 213-8889 Fax : 213-7156 Email : cityway@intnet.mu

VAT Reg. No : VAT20326709 BRN : C09058974

Undertakings to the CCM

Undertakings provided by Discounters Supermarket Co. Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 20th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

14th June 2018

4) We grant immunity from financial penalty to Discounters Supermarket Co. Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

c/o Discounters Supermarket Co. Ltd

47 – 49 Brabant Street, Port-Louis, Mauritius

Tel : 213-8889 Fax : 213-7156 Email : cityway@intnet.mu

VAT Reg. No : VAT20326709 BRN : C09058974

Undertakings to the CCM

Undertakings provided by Discounters Supermarket Co. Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 20th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

14th June 2018

Practice I is in relation to the following suppliers: [redacted]

Practice II is in relation to the following suppliers: [redacted]

The agreement with respect to **Practice III** is in relation to the following suppliers: [redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as **'the Suppliers'.**

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, City Way is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, City Way is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, City Way hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Discounters Supermarket Co. Ltd (herein 'City Way') : City Way and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by City Way;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

City Way is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 20th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), City Way has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) **(the 'Application').**

The reported activity involves three practices whereby City Way has:

(i) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the "**Practice I**"); and

(ii) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "**Practice II**"); and

(iii) entered, in its own name or through WAY GUILD (MTIUS) LTD (herein **'Way Guild'**), into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "**Practice III**").

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Name: JEAN NOEL TO-POW-MAN

Position: DIRECTOR

Duly authorised for and on behalf of:

Discounters Supermarket Co. Ltd

[Signature of Director No 2]

Name: TO-POW-WAN JEAN DOMINIQUE

Position: DIRECTOR.

Duly authorised for and on behalf of:

Discounters Supermarket Co. Ltd

3.1. Behavioural Undertakings

City Way shall inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

City Way shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

City Way shall inform the suppliers concerned that any resale price on price lists by the suppliers will be considered to be recommended prices and that City Way is free to determine its own resale price.

City Way shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

City Way shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing City Way pricing policy, in line with the provisions of the Act.

3.3. Reporting

City Way shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by City Way reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

City Way shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that City Way has irrevocably ceased the impugned resale price maintenance;

City Way shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

City Way shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

CCM/DS/0030/9

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/03 – Review of Simla Supermarket Co Ltd RPM Amnesty application'

(CCM/DS/0030/9 – Application for Immunity made by Simla Supermarket Co Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Simla Supermarket Co Ltd on 14th June 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 20th October 2017 made by Simla Supermarket Co Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Simla Supermarket Co Ltd on 14th June 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

General Notice No. 163 of 2019

Decision of the Competition Commission

CCM/DS/0030/9

NON-CONFIDENTIAL

Application for Immunity made by Simla Supermarket Co Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

'recommended price' and price determinations in contractual agreements, undertaken through WAY GUILD (MTIUS) LTD.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that Simla Supermarket Co Ltd has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of the Application, the Executive Director, in his Report, takes the view that Simla Supermarket Co Ltd in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of Simla Supermarket Co Ltd to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between Simla Supermarket Co Ltd and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

(b) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by Simla Supermarket Co Ltd as well as provide for direct and indirect price

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Simla Supermarket Co Ltd operates as an independent retailer under the Way Franchise, as Simla Way, in the retail sector for both food and non-food items and bears the following Business Registration Number C07021373.

1.6 Simla Supermarket Co Ltd has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on 20th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by Simla Supermarket Co Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Simla Supermarket Co Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

(i) the acceptance of price list without the mention of 'Recommended Price'; and

(ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken through WAY GUILD (MTIUS) LTD, that includes price determination of the products

determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by Simla Supermarket Co Ltd pursuant to condition iv paragraph 5.6A (b) of CCM 3 Guidelines. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. Simla Supermarket Co Ltd has undertaken to inform its suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. Simla Supermarket Co Ltd has undertaken not, in any manner whatsoever, to enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with suppliers that involves resale price maintenance;

c. Simla Supermarket Co Ltd has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that Simla Supermarket Co Ltd shall be free to determine its own resale price; and

d. Simla Supermarket Co Ltd has undertaken, where suppliers recommended a minimum resale price for its goods and the resale price appears on the goods, to inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

e. The behavioural measures undertaken by Simla Supermarket Co Ltd shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

Undertakings to the CCM

Undertakings provided by Simla Supermarket Co Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 20th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

Date: 14th of June 2018

2) Simla Supermarket Co Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by Simla Supermarket Co Ltd satisfactorily address the Commission's concerns in so far as –

   a. Simla Supermarket Co Ltd has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

   b. Simla Supermarket Co Ltd has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Simla Supermarket Co Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Simla Supermarket Co Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to Simla Supermarket Co Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck (Commissioner) .....

Mrs. M. B. Rajabally (Commissioner) .....

Mrs. V. Bikhoo (Commissioner) .....

The agreement with respect to Practice II is in relation to the following suppliers: [redacted] Ltd.

The identified suppliers for Practice I and II shall altogether herein after be referred to as 'the Suppliers'.

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I and II, Simla Supermarket is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Simla Supermarket is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Simla Supermarket hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Simla Supermarket shall inform the above-mentioned suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Simla Supermarket shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Simla Supermarket shall inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that Simla Supermarket shall be free to determine its own resale price.

Simla Supermarket shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Simla Supermarket Co Ltd (herein 'Simla Supermarket) : Simla Supermarket and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Simla Supermarket;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

Simla Supermarket is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 20th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Simla Supermarket has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two practices whereby Simla Supermarket has:

(I) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the "Practice I"); and

(II) in its own name or through WAY GUILD (MTIUS) LTD (herein 'Way Guild'), entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Practice II").

Practice I is in relation to the following suppliers:

General Notice No. 164 of 2019

CCM/DS/0030/10

Decision of the Competition Commission

CCM/DS/0030/10

NON-CONFIDENTIAL

Application for Immunity made by TANG WAI AND CO LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Simla Supermarket shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Simla Supermarket pricing policy, in line with the provisions of the Act.

3.3. Reporting

Simla Supermarket shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Simla Supermarket reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Simla Supermarket shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Simla Supermarket has irrevocably ceased the impugned resale price maintenance;

Simla Supermarket shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Simla Supermarket shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Name: Rakesh Jeetun

Position: Director

Duly authorised for and on behalf of:

Simla Supermarket Co Ltd

[Signature of Director No 2]

Name: Amar Jeetun

Position: Director

Duly authorised for and on behalf of:

Simla Supermarket Co Ltd

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 TANG WAI AND CO LTD operates as an independent retailer under the Way Franchise, as Tangs Way, in the retail sector for both food and non-food items and bears the following Business Registration Number C07017403.

1.6 TANG WAI AND CO LTD has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 15th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/10

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/04 – Review of TANG WAI AND CO LTD RPM Amnesty application'

(CCM/DS/0030/10 – Application for Immunity made by TANG WAI AND CO LTD under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by TANG WAI AND CO LTD on 15th June 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 15th October 2017 made by TANG WAI AND CO LTD pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by TANG WAI AND CO LTD on 15th June 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

constitute an acquiescence on their part to the policy of the suppliers to affix the resale prices of the products as determined by themselves, which may in turn amount to an agreement.

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by TANG WAI AND CO LTD as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by TANG WAI AND CO LTD pursuant to condition iv paragraph 5.6A (b) of CCM 3 Guidelines. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. TANG WAI AND CO LTD has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. TANG WAI AND CO LTD has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. TANG WAI AND CO LTD has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that TANG WAI AND CO LTD shall be free to determine its own resale price.

d. TANG WAI AND CO LTD has undertaken, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products

e. The behavioural measures undertaken by TANG WAI AND CO LTD shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct

'recommended price', price determinations in contractual agreements, undertaken through WAY GUILD (MTIUS) LTD and acceptance of products with price labelling without the mention of 'recommended price'.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that TANG WAI AND CO LTD has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that TANG WAI AND CO LTD in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of TANG WAI AND CO LTD to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between TANG WAI AND CO LTD and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

(b) The acceptance of pre-determined prices on the products by TANG WAI AND CO LTD as retailer, without the words 'recommended price' may

(i) the acceptance of price list without the mention of 'Recommended Price';

(ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken through WAY GUILD (MTIUS) LTD, that includes price determination of the products; and

(iii) the acceptance of price labelling on products without the words 'Recommended Price';

2) TANG WAI AND CO LTD has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the TANG WAI AND CO LTD satisfactorily address the Commission's concerns in so far as –

a. TANG WAI AND CO LTD has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

b. TANG WAI AND CO LTD has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by TANG WAI AND CO LTD satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by TANG WAI AND CO LTD, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to TANG WAI AND CO LTD pursuant to section 59(7) of the Act for the Reported RPM conduct.

being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by TANG WAI AND CO LTD, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) TANG WAI AND CO LTD has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

Undertakings to the CCM

Undertakings provided by **TANG WAI AND CO LTD** to the Competition Commission

Pursuant to an Application for Amnesty dated 15th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

15 JUNE 2018

CCM/DS/0030/10

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

Practice I is in relation to the following suppliers: [redacted]

Practice II is in relation to the following suppliers: [redacted]

The agreement with respect to Practice III is in relation to the following suppliers: [redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as 'the Suppliers'.

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, Tangs Way is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Tangs Way is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Tangs Way hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

TANG WAI AND CO LTD (herein 'Tangs Way') : Tangs Way and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Tangs Way;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the *object or effect of directly or indirectly establishing a fixed or minimum price or price level* to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

Tangs Way is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 15th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Tangs Way has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves three practices whereby Tangs Way has:

(i) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the "Practice I"); and

(ii) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Practice II"); and

(iii) in its own name or through WAY GUILD (MTIUS) LTD (herein 'Way Guild'), entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Practice III").

3.1 Behavioural Undertakings

Tangs Way shall inform the above-mentioned suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Tangs Way shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Tangs Way shall inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that Tangs Way shall be free to determine its own resale price.

Tangs Way shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2 Information Dissemination

Tangs Way shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Tangs Way pricing policy, in line with the provisions of the Act.

3.3. Reporting

Tangs Way shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Tangs Way reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

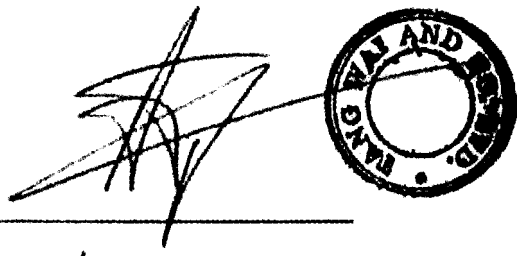
Tangs Way shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Tangs Way has irrevocably ceased the impugned resale price maintenance;

Tangs Way shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Tangs Way shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.



Name: Alain M. TANG WAI

Position: Director

Duly authorised for and on behalf of:

TANG WAI AND CO LTD

CCM/DS/0030/11

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/05 – Review of SUPER UNIC CO LTD RPM Amnesty application'

(CCM/DS/0030/11 – Application for Immunity made by SUPER UNIC CO LTD under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by SUPER UNIC CO LTD on 19th June 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 09th October 2017 made by SUPER UNIC CO LTD pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by SUPER UNIC CO LTD on 19th June 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

General Notice No. 165 of 2019

Decision of the Competition Commission

CCM/DS/0030/11

NON-CONFIDENTIAL

Application for Immunity made by SUPER UNIC CO LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

'recommended price', price determinations in contractual agreements, undertaken through WAY GUILD (MTIUS) LTD and acceptance of products with price labelling without the mention of 'recommended price'

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that SUPER UNIC CO LTD has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that SUPER UNIC CO LTD in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of SUPER UNIC CO LTD to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between SUPER UNIC CO LTD and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

(b) The acceptance of pre-determined prices affixed on the product by SUPER UNIC CO LTD as retailer, without the words 'recommended

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

I. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 SUPER UNIC CO LTD operates as an independent retailer under the Way Franchise, as Super Unic Way, in the retail sector for both food and non-food items and bears the following Business Registration Number C07069864.

1.6 SUPER UNIC CO LTD has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 09th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by SUPER UNIC CO LTD, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) SUPER UNIC CO LTD has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

price' by the suppliers may constitute an acquiescence on their part to the policy of the suppliers to affix the resale prices of the products as determined by themselves on the product, which may in turn amount to an agreement.

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by SUPER UNIC CO LTD as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by SUPER UNIC CO LTD. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. SUPER UNIC CO LTD has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. SUPER UNIC CO LTD has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. SUPER UNIC CO LTD has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that SUPER UNIC CO LTD shall be free to determine its own resale price.

d. SUPER UNIC CO LTD has undertaken, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, to inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products

e. The behavioural measures undertaken by SUPER UNIC CO LTD shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being

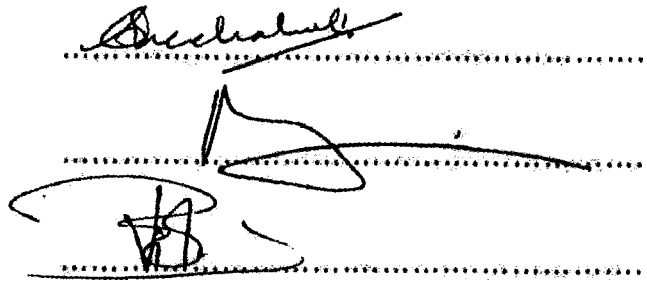
CCM/DS/0030/11

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)



(i) the acceptance of price list without the mention of 'Recommended Price';

(ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken through WAY GUILD (MTIUS) LTD, that includes price determination of the products; and

(iii) the acceptance of price labelling on products without the words 'Recommended Price';

2) SUPER UNIC CO LTD has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the SUPER UNIC CO LTD satisfactorily address the Commission's concerns in so far as –

a. SUPER UNIC CO LTD has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

b. SUPER UNIC CO LTD has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by SUPER UNIC CO LTD satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by SUPER UNIC CO LTD, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to SUPER UNIC CO LTD pursuant to section 59(7) of the Act for the Reported RPM conduct.

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

SUPER UNIC CO LTD (herein 'Super Unic') : Super Unic and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Super Unic;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: *means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;*

RPM: resale price maintenance.

2 Background

Super Unic is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 09th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Super Unic has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves three practices whereby Super Unic has:

(i) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the "**Practice I**"); and

(ii) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "**Practice II**"); and

(iii) in its own name or through WAY GUILD (MTIUS) LTD (herein 'Way Guild'), entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "**Practice III**").

Undertakings to the CCM

Undertakings provided by SUPER UNIC CO LTD to the Competition Commission

Pursuant to an Application for Amnesty dated 19th June 2018

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

19th June 2018

3.1 Behavioural Undertakings

Super Unic shall inform the above-mentioned suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Super Unic shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Super Unic shall inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that Super Unic shall be free to determine its own resale price.

Super Unic shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2 Information Dissemination

Super Unic shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Super Unic pricing policy, in line with the provisions of the Act.

3.3 Reporting

Super Unic shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Super Unic reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Super Unic shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Super Unic has irrevocably ceased the impugned resale price maintenance;

Super Unic shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Super Unic shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

Practice I is in relation to the following suppliers: [redacted]

Practice II is in relation to the following suppliers [redacted]

The agreement with respect to Practice III is in relation to the following suppliers: [redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as **'the Suppliers'.**

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, Super Unic is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Super Unic is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Super Unic hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

General Notice No. 166 of 2019

CCM/DS/0030/12

Decision of the Competition Commission

CCM/DS/0030/12

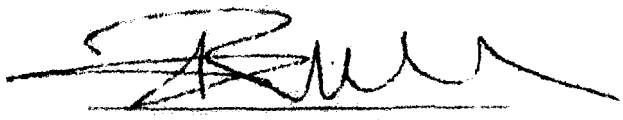
NON - CONFIDENTIAL

Application for Immunity made by LONDON SUPERMARKET LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.



[Signature of Director No 1]

Name: Mr. Parsad Ramluckhun

Position: Director

Duly authorised for and on behalf of:
SUPER UNIC CO LTD

[Signature of Director No 2]

Name: Mrs. Malini Ramluckhun

Position: Director

Duly authorised for and on behalf of:
SUPER UNIC CO LTD

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 LONDON SUPERMARKET LTD operates as an independent retailer under the Way Franchise, as London Way Riviere Noire, in the retail sector for both food and non-food items and bears the following Business Registration Number C07025279.

1.6 LONDON SUPERMARKET LTD has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 15th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/12

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/06 – Review of LONDON SUPERMARKET LTD RPM Amnesty application'

(CCM/DS/0030/12 – Application for Immunity made by LONDON SUPERMARKET LTD under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by LONDON SUPERMARKET LTD on 11th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 15th October 2017 made by LONDON SUPERMARKET LTD pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by LONDON SUPERMARKET LTD on 11th May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

(b) The acceptance of pre-determined prices affixed on the product by LONDON SUPERMARKET LTD as retailer, without the words 'recommended price' by the suppliers may constitute an acquiescence on their part to the policy of the suppliers to affix the resale prices of the products as determined by themselves on the product, which may in turn amount to an agreement.

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by LONDON SUPERMARKET LTD as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by LONDON SUPERMARKET LTD. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. LONDON SUPERMARKET LTD has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. LONDON SUPERMARKET LTD has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. LONDON SUPERMARKET LTD has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that LONDON SUPERMARKET LTD shall be free to determine its own resale price.

d. LONDON SUPERMARKET LTD has undertaken, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, to inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products

'recommended price', price determinations in contractual agreements, undertaken, either in its own name or through WAY GUILD (MTIUS) LTD and acceptance of products with price labelling without the mention of 'recommended price'.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that LONDON SUPERMARKET LTD has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that LONDON SUPERMARKET LTD in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of LONDON SUPERMARKET LTD to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between LONDON SUPERMARKET LTD and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) LONDON SUPERMARKET LTD has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

   (i) the acceptance of price list without the mention of 'Recommended Price';

   (ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken, in its own name or through WAY GUILD (MTIUS) LTD, that includes price determination of the products; and

   (iii) the acceptance of price labelling on products without the words 'Recommended Price';

2) LONDON SUPERMARKET LTD has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the LONDON SUPERMARKET LTD satisfactorily address the Commission's concerns in so far as –

   a. LONDON SUPERMARKET LTD has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

   b. LONDON SUPERMARKET LTD has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by LONDON SUPERMARKET LTD satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by LONDON SUPERMARKET LTD, which are being published as per section 63(4) of the Act (see Annex);

e. The behavioural measures undertaken by LONDON SUPERMARKET LTD shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by LONDON SUPERMARKET LTD, the concerns which have been identified by the Executive Director in

Undertakings to the CCM

Undertakings provided by LONDON SUPERMARKET LTD to the Competition Commission

Pursuant to an Application for Amnesty dated 15th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[Date of Undertakings]

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to LONDON SUPERMARKET LTD pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

Practice I is in relation to the following suppliers: [redacted]

Practice II is in relation to the following suppliers: [redacted]

The agreement with respect to Practice III is in relation to the following suppliers: [redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as 'the Suppliers'.

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, London Supermarket is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, London Supermarket is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, London Supermarket hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

London Supermarket shall inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

LONDON SUPERMARKET LTD (herein 'London Supermarket') : London Supermarket and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by London Supermarket;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

London Supermarket is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 15th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), London Supermarket has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves three practices whereby London Regent has:

(i) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the "Practice I"); and

(ii) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Practice II"); and

(iii) entered, in its own name or through WAY GUILD (MTIUS) LTD (herein 'Way Guild'), into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Practice III").

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Name: Gerard FC Kamel

Position: Director

Duly authorised for and on behalf of:

LONDON SUPERMARKET LTD

[Signature of Director No 2]

Name: KONG IOW CHONG KAMWAH

Position: DIRECTOR

Duly authorised for and on behalf of:

LONDON SUPERMARKET LTD

London Supermarket shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

London Supermarket shall inform the suppliers concerned that any resale price on price lists by the suppliers will be considered to be recommended prices and that London Supermarket is free to determine its own resale price.

London Supermarket shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

London Supermarket shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing London Supermarket pricing policy, in line with the provisions of the Act.

3.3. Reporting

London Supermarket shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by London Supermarket reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

London Supermarket shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that London Supermarket has irrevocably ceased the impugned resale price maintenance;

London Supermarket shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

London Supermarket shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

CCM/DS/0030/13

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/07 – Review of SOCIETE KAN WAH & CIE RPM Amnesty application'

(CCM/DS/0030/13 – Application for Immunity made by SOCIETE KAN WAH & CIE under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by SOCIETE KAN WAH & CIE on 11th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 15th October 2017 made by SOCIETE KAN WAH & CIE pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by SOCIETE KAN WAH & CIE on 11th May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

General Notice No. 167 of 2019

CCM/DS/0030/13

Decision of the Competition Commission

CCM/DS/0030/13

NON - CONFIDENTIAL

Application for Immunity made by SOCIETE KAN WAH & CIE under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

'recommended price', price determinations in contractual agreements, undertaken, either in its own name or through WAY GUILD (MTIUS) LTD and acceptance of products with price labelling without the mention of 'recommended price'.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that SOCIETE KAN WAH & CIE has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that SOCIETE KAN WAH & CIE in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of SOCIETE KAN WAH & CIE to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between SOCIETE KAN WAH & CIE and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 SOCIETE KAN WAH & CIE operates as an independent retailer under the Way Franchise, as London Way Vacoas, in the retail sector for both food and non-food items and bears the following Business Registration Number P07002295.

1.6 SOCIETE KAN WAH & CIE has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 15th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by SOCIETE KAN WAH & CIE, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

(b) The acceptance of pre-determined prices affixed on the product by SOCIETE KAN WAH & CIE as retailer, without the words 'recommended price' by the suppliers, may constitute an acquiescence on their part to the policy of the suppliers to affix the resale prices of the products as determined by themselves on the product, which may in turn amount to an agreement.

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by SOCIETE KAN WAH & CIE as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by SOCIETE KAN WAH & CIE. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. SOCIETE KAN WAH & CIE has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. SOCIETE KAN WAH & CIE has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. SOCIETE KAN WAH & CIE has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that SOCIETE KAN WAH & CIE shall be free to determine its own resale price.

d. SOCIETE KAN WAH & CIE has undertaken, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, to inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products

e. The behavioural measures undertaken by SOCIETE KAN WAH & CIE shall be disseminated to its internal management and

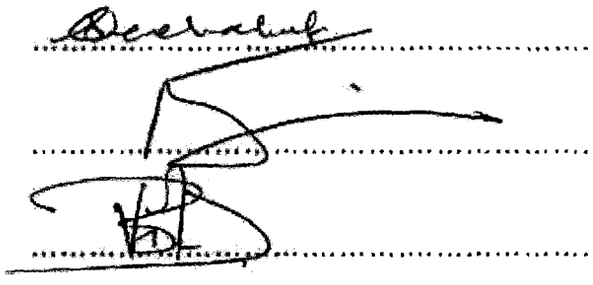
4) We grant immunity from financial penalty to SOCIETE KAN WAH & CIE pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....



1) SOCIETE KAN WAH & CIE has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

   (i) the acceptance of price list without the mention of 'Recommended Price';

   (ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken, in its own name or through WAY GUILD (MTIUS) LTD, that includes price determination of the products; and

   (iii) the acceptance of price labelling on products without the words 'Recommended Price';

2) SOCIETE KAN WAH & CIE has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the SOCIETE KAN WAH & CIE satisfactorily address the Commission's concerns in so far as –

   a. SOCIETE KAN WAH & CIE has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

   b. SOCIETE KAN WAH & CIE has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by SOCIETE KAN WAH & CIE satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by SOCIETE KAN WAH & CIE, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

SOCIETE KAN WAH & CIE (herein 'London Way') : London Way and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by London Way;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

London Way is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 15th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), London Way has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the **'Application'**).

The reported activity involves three practices whereby London Way has:

(i) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the **"Practice I"**); and

(ii) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the **"Practice II"**); and

(iii) entered, in its own name or through WAY GUILD (MTIUS) LTD (herein **'Way Guild'**), into contractual agreements with suppliers, which contain clauses on the resale prices of products (the **"Practice III"**).

Undertakings to the CCM

Undertakings provided by SOCIETE KAN WAH & CIE to the Competition Commission

Pursuant to an Application for Amnesty dated 15th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[Date of Undertakings]

London Way shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

London Way shall inform the suppliers concerned that any resale price on price lists by the suppliers will be considered to be recommended prices and that London Way is free to determine its own resale price.

London Way shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

London Way shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing London Way pricing policy, in line with the provisions of the Act.

3.3. Reporting

London Way shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by London Way reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

London Way shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that London Way has irrevocably ceased the impugned resale price maintenance;

London Way shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

London Way shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

Practice I is in relation to the following suppliers: [redacted]

Practice II is in relation to the following suppliers: [redacted]

The agreement with respect to Practice III is in relation to the following suppliers: [redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as 'the Suppliers'.

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, London Way is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, London Way is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

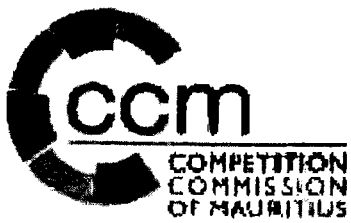
3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, London Way hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

London Way shall inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

General Notice No. 168 of 2019



Decision of the Competition Commission

CCM/DS/0030/14

NON - CONFIDENTIAL

Application for Immunity made by LONDON REGENT & CO LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

4 Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Name: Gerard FC Kan Wah

Position M Director

Duly authorised for and on behalf of
SOCIETE KAN WAH & CIE

[Signature of Director No 2]

Name: Kong Tow Chong KAN WAH

Position: DIRECTOR

Duly authorised for and on behalf of
SOCIETE KAN WAH & CIE

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 LONDON REGENT & CO LTD operates as an independent retailer under the Way Franchise, as London Way Regent, in the retail sector for both food and non-food items and bears the following Business Registration Number C07040949.

1.6 LONDON REGENT & CO LTD has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 15th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/14

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/08 – Review of LONDON REGENT & CO LTD RPM Amnesty application'

(CCM/DS/0030/14 – Application for Immunity made by LONDON REGENT & CO LTD under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by LONDON REGENT & CO LTD on 11th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 15th October 2017 made by LONDON REGENT & CO LTD pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by LONDON REGENT & CO LTD on 11th May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

(b) The acceptance of pre-determined prices affixed on the product by LONDON REGENT & CO LTD as retailer, without the words 'recommended price' by the suppliers may constitute an acquiescence on their part to the policy of the suppliers to affix the resale prices of the products as determined by themselves on the product, which may in turn amount to an agreement.

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by LONDON REGENT & CO LTD as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by LONDON REGENT & CO LTD. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. LONDON REGENT & CO LTD has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. LONDON REGENT & CO LTD has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. LONDON REGENT & CO LTD has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that LONDON REGENT & CO LTD shall be free to determine its own resale price.

d. LONDON REGENT & CO LTD has undertaken, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, to inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products

'recommended price', price determinations in contractual agreements, undertaken, either in its own name or through WAY GUILD (MTIUS) LTD and acceptance of products with price labelling without the mention of 'recommended price'.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that LONDON REGENT & CO LTD has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that LONDON REGENT & CO LTD in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of LONDON REGENT & CO LTD to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between LONDON REGENT & CO LTD and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) LONDON REGENT & CO LTD has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

   (i) the acceptance of price list without the mention of 'Recommended Price';

   (ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken, in its own name or through WAY GUILD (MTIUS) LTD, that includes price determination of the products; and

   (iii) the acceptance of price labelling on products without the words 'Recommended Price';

2) LONDON REGENT & CO LTD has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the LONDON REGENT & CO LTD satisfactorily address the Commission's concerns in so far as –

   a. LONDON REGENT & CO LTD has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

   b. LONDON REGENT & CO LTD has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by LONDON REGENT & CO LTD satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by LONDON REGENT & CO LTD which are being published as per section 63(4) of the Act (see Annex);

e. The behavioural measures undertaken by LONDON REGENT & CO LTD shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by LONDON REGENT & CO LTD, the concerns which have been identified by the Executive Director in his

Undertakings to the CCM

Undertakings provided by LONDON REGENT & CO LTD to the Competition Commission

Pursuant to an Application for Amnesty dated 15th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[Date of Undertakings]

3) The Undertakings shall be effective as from the date of this decision; and

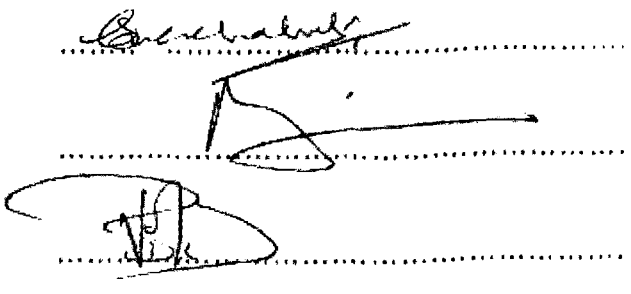
4) We grant immunity from financial penalty to LONDON REGENT & CO LTD pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)



Practice I is in relation to the following suppliers: [redacted]

Practice II is in relation to the following suppliers: [redacted]

The agreement with respect to Practice III is in relation to the following suppliers: [redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as **'the Suppliers'.**

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, London Regent is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, London Regent is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, London Regent hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

London Regent shall inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

LONDON REGENT & CO LTD (herein 'London Regent') : London Regent and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by London Regent;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

London Regent is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 15th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), London Regent has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves three practices whereby London Regent has:

(i) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the "Practice I"); and

(ii) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Practice II"); and

(iii) entered, in its own name or through WAY GUILD (MTIUS) LTD (herein 'Way Guild'), into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Practice III").

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Name: Gerard McKandie

Position: M Director

Duly authorised for and on behalf of:

LONDON REGENT & CO LTD

[Signature of Director No 2]

Name: KONG TAK CHONG KANNAN

Position: DIRECTOR

Duly authorised for and on behalf of:

LONDON REGENT & CO LTD

London Regent shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

London Regent shall inform the suppliers concerned that any resale price on price lists by the suppliers will be considered to be recommended prices and that London Regent is free to determine its own resale price.

London Regent shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

London Regent shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing London Regent pricing policy, in line with the provisions of the Act.

3.3. Reporting

London Regent shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by London Regent reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

London Regent shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that London Regent has irrevocably ceased the impugned resale price maintenance;

London Regent shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

London Regent shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

CCM/DS/0030/15

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/09 – Review of LONDON DISTRIBUTION CO LTD RPM Amnesty application'

(CCM/DS/0030/15 – Application for Immunity made by LONDON DISTRIBUTION CO LTD under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson)

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by LONDON DISTRIBUTION CO LTD on 11th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 15th October 2017 made by LONDON DISTRIBUTION CO LTD pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by LONDON DISTRIBUTION CO LTD on 11th May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

General Notice No. 169 of 2019

Decision of the Competition Commission

CCM/DS/0030/15

NON - CONFIDENTIAL

Application for Immunity made by LONDON DISTRIBUTION CO LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

'recommended price', price determinations in contractual agreements, undertaken, either in its own name or through WAY GUILD (MTIUS) LTD and acceptance of products with price labelling without the mention of 'recommended price'.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that LONDON DISTRIBUTION CO LTD has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that LONDON DISTRIBUTION CO LTD in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of LONDON DISTRIBUTION CO LTD to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between LONDON DISTRIBUTION CO LTD and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers.

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 LONDON DISTRIBUTION CO LTD operates as an independent retailer under the Way Franchise, as London Way PAS, in the retail sector for both food and non-food items and bears the following Business Registration Number C07040948.

1.6 LONDON DISTRIBUTION CO LTD has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 15th October 2017. The reported RPM conduct, as submitted in the application, makes reference to the acceptance of price lists without the mention of

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

e. The behavioural measures undertaken by LONDON DISTRIBUTION CO LTD shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by LONDON DISTRIBUTION CO LTD, the concerns which have been identified by the Executive Director in

(b) The acceptance of pre-determined prices affixed on the product by LONDON DISTRIBUTION CO LTD as retailer, without the words 'recommended price' by the suppliers may constitute an acquiescence on their part to the policy of the suppliers to affix the resale prices of the products as determined by themselves on the product, which may in turn amount to an agreement.

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by LONDON DISTRIBUTION CO LTD as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by LONDON DISTRIBUTION CO LTD. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. LONDON DISTRIBUTION CO LTD has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. LONDON DISTRIBUTION CO LTD has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. LONDON DISTRIBUTION CO LTD has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that LONDON DISTRIBUTION CO LTD shall be free to determine its own resale price.

d. LONDON DISTRIBUTION CO LTD has undertaken, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, to inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products

3) The Undertakings shall be effective as from the date of this decision; and

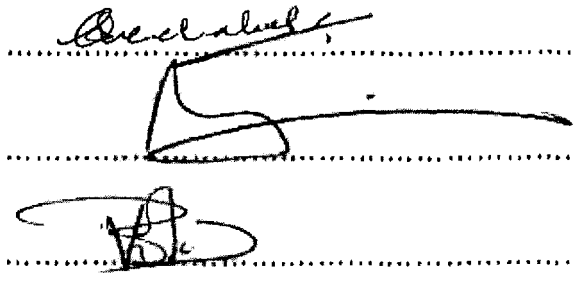
4) We grant immunity from financial penalty to LONDON DISTRIBUTION CO LTD pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)



his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) LONDON DISTRIBUTION CO LTD has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

   (i) the acceptance of price list without the mention of 'Recommended Price';

   (ii) the acceptance of vertical price restriction in suppliers' contracts, undertaken, in its own name or through WAY GUILD (MTIUS) LTD, that includes price determination of the products; and

   (iii) the acceptance of price labelling on products without the words 'Recommended Price';

2) LONDON DISTRIBUTION CO LTD has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the LONDON DISTRIBUTION CO LTD satisfactorily address the Commission's concerns in so far as –

   a. LONDON DISTRIBUTION CO LTD has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;

   b. LONDON DISTRIBUTION CO LTD has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by LONDON DISTRIBUTION CO LTD satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by LONDON DISTRIBUTION CO LTD, which are being published as per section 63(4) of the Act (see Annex);

1. Definitions

For the purpose of the present undertakings, the following terms shall have the following meanings:

LONDON DISTRIBUTION CO LTD (herein 'London Distribution') : London Distribution and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by London Distribution;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: *means an agreement between a supplier and a dealer with the* object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

London Distribution is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 15th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), London Distribution has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves three practices whereby London Distribution has:

(i) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the "**Practice I**"); and

(ii) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "**Practice II**"); and

(iii) entered, in its own name or through WAY GUILD (MTIUS) LTD (herein 'Way Guild'), into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "**Practice III**").

Undertakings to the CCM

Undertakings provided by LONDON DISTRIBUTION CO LTD to the Competition Commission

Pursuant to an Application for Amnesty dated 15th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

11.05.18

London Distribution shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

London Distribution shall inform the suppliers concerned that any resale price on price lists by the suppliers will be considered to be recommended prices and that London Distribution is free to determine its own resale price.

London Distribution shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

London Distribution shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing London Distribution pricing policy, in line with the provisions of the Act.

3.3. Reporting

London Distribution shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by London Distribution reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

London Distribution shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that London Distribution has irrevocably ceased the impugned resale price maintenance;

London Distribution shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

London Distribution shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

Practice I is in relation to the following suppliers: [redacted]

Practice II is in relation to the following suppliers: [redacted]

The agreement with respect to Practice III is in relation to the following suppliers: [redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as 'the Suppliers'.

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, London Distribution is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, London Distribution is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, London Distribution hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

London Distribution shall inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

General Notice No. 170 of 2019

CCM/DS/0030/16

Decision of the Competition Commission

CCM/DS/0030/16

Non-Confidential

Application for Immunity made by LONDON DISTRIBUTION (MAHEBOURG) CO LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

4. Entry into Force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[MR GERARD KAN WAH]

Name:

Position: DIRECTOR

Duly authorised for and on behalf of:
LONDON DISTRIBUTION CO LTD

[MR GUY KAN WAH]

Name:

Position:DIRECTOR

Duly authorised for and on behalf of:
LONDON DISTRIBUTION CO LTD

conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 LONDON DISTRIBUTION (MAHEBOURG) CO LTD operates as an independent retailer under the Way Franchise, as London Way Mahebourg, in the retail sector for both food and non-food items and bears the Business Registration Number C07050809.

1.6 LONDON DISTRIBUTION (MAHEBOURG) CO LTD has made an application, in its capacity as a reseller, in writing, to the CCM, through its authorised signatory on the 15th October 2017. The reported RPM conducts

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/16

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/10 – Review of LONDON DISTRIBUTION (MAHEBOURG) CO LTD RPM Amnesty application'

(CCM/DS/0030/16– Application for Immunity made by LONDON DISTRIBUTION (MAHEBOURG) CO LTD under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by LONDON DISTRIBUTION (MAHEBOURG) CO LTD on 11th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 15th October 2017 made by LONDON DISTRIBUTION (MAHEBOURG) CO LTD pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by LONDON DISTRIBUTION (MAHEBOURG) CO LTD on 11th May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the

DISTRIBUTION (MAHEBOURG) CO LTD to accept a pricing policy, even if the pricing policy has been imposed unilaterally by the suppliers. The price list, therefore demonstrate the concurrence of wills between LONDON DISTRIBUTION (MAHEBOURG) CO LTD and the suppliers to adopt RPM with respect to the supply of the specific food and non-food items provided by the suppliers;

(b) The acceptance of pre-determined prices affixed on the product without the words 'recommended price' from the suppliers, by LONDON DISTRIBUTION (MAHEBOURG) CO LTD as retailer, may constitute an acquiescence on the part of the applicant to the policy of the suppliers to affix the resale prices of the products as determined by themselves on the product, which may in turn amounts to an RPM agreement; and

(c) The contractual agreements which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by LONDON DISTRIBUTION (MAHEBOURG) CO LTD as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

1.12 The Executive Director has further assessed the Undertakings offered by LONDON DISTRIBUTION (MAHEBOURG) CO LTD. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. LONDON DISTRIBUTION (MAHEBOURG) CO LTD has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

b. LONDON DISTRIBUTION (MAHEBOURG) CO LTD has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. LONDON DISTRIBUTION (MAHEBOURG) CO LTD has undertaken to inform the suppliers concerned that any resale price on the price lists by the suppliers will be considered to be recommended prices and that LONDON DISTRIBUTION

to which LONDON DISTRIBUTION (MAHEBOURG) CO LTD has admitted participation, make reference to:

a. the acceptance of price lists from its suppliers without the mention of 'recommended price';

b. the acceptance of products with price labelling without the mention of 'recommended price'; and

c. contractual agreements with its suppliers which contained RPM clauses, either in its own name or through WAY GUILD (MTIUS) LTD.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that LONDON DISTRIBUTION (MAHEBOURG) CO LTD has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that LONDON DISTRIBUTION (MAHEBOURG) CO LTD in its capacity as reseller of food and non-food items, has engaged in conducts that raise competition concerns under section 43 of the Act.

1.11 The Executive Director views that:

(a) The price list, establishing the minimum promotional resale prices, without the mention of 'Recommended Price', may be construed as a minimum pricing policy in relation to promotional offers from the suppliers. The price list may thus constitute an agreement, taking into consideration the tacit or implicit acquiescence of LONDON

employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by LONDON DISTRIBUTION (MAHEBOURG) CO LTD, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) LONDON DISTRIBUTION (MAHEBOURG) CO LTD has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*

(i) the acceptance of price lists from its suppliers without the mention of 'Recommended Price';

(ii) the acceptance of price labelling on products without the words 'Recommended Price' from its suppliers; and

(iii) the acceptance of vertical price restriction in suppliers' contracts, undertaken, in its own name or through WAY GUILD (MTIUS) LTD, that includes price determination of the products.

2) LONDON DISTRIBUTION (MAHEBOURG) CO LTD has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the LONDON DISTRIBUTION (MAHEBOURG) CO LTD satisfactorily address the Commission's concerns in so far as –

a. It will ensure that LONDON DISTRIBUTION (MAHEBOURG) CO LTD ceases its participation in/terminates all RPM agreements to which it was a party; and

b. LONDON DISTRIBUTION (MAHEBOURG) CO LTD has undertaken to put in place other measures as stated in section 1.12 above that would guarantee compliance with the Act.

V. Decision

(MAHEBOURG) CO LTD shall be free to determine its own resale price;

d. LONDON DISTRIBUTION (MAHEBOURG) CO LTD has undertaken, where any of its suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products; and

e. The behavioural measures undertaken by LONDON DISTRIBUTION (MAHEBOURG) CO LTD shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and

Undertakings to the CCM

Undertakings provided by LONDON DISTRIBUTION (MAHEBOUG) CO LTD to the Competition Commission

Pursuant to an Application for Amnesty dated 15th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[Date of Undertakings]

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by LONDON DISTRIBUTION (MAHEBOURG) CO LTD satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by LONDON DISTRIBUTION (MAHEBOURG) CO LTD, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to LONDON DISTRIBUTION (MAHEBOURG) CO LTD pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

Practice I is in relation to the following suppliers:

[redacted]

Practice II is in relation to the following suppliers:

[redacted]

The agreement with respect to **Practice III** is in relation to the following suppliers:

[redacted]

The identified suppliers for Practice I, II and III shall altogether herein after be referred to as **'the Suppliers'.**

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that *'where a supplier or producer has recommended a minimum resale price to a reseller of* goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to Practices I, II and III, London Distribution Maheboug is given to understand that those may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, London Distribution Maheboug is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, London Distribution Maheboug hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

LONDON DISTRIBUTION (MAHEBOUG) CO LTD (herein 'London Distribution Maheboug') : London Distribution Maheboug and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by London Distribution Maheboug;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

London Distribution Maheboug is a retailer operating under the 'WAY' franchise in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 15th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), London Distribution Maheboug has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the **'Application'**).

The reported activity involves three practices whereby London Distribution Maheboug has:

(I) accepted products with resale prices pre-determined in price lists by its suppliers without the words "recommended price"; (the **"Practice I"**); and

(II) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the **"Practice II"**); and

(III) entered, in its own name or through WAY GUILD (MTIUS) LTD (herein **'Way Guild'**), into contractual agreements with suppliers, which contain clauses on the resale prices of products (the **"Practice III"**).

4. Entry into Force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Name: Gerard F.C. Kaenjah

Position: M. Director

Duly authorised for and on behalf of:

LONDON DISTRIBUTIDN

(MAHEBOUG) CO LTD

[Signature of Director No 2]

Name: KONG TIN CHONG KAN WAH.

Position: DIRECTOR

Duly authorised for and on behalf of:

LONDON DISTRIBUTION

(MAHEBOUG) CO LTD

London Distribution Maheboug shall inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

London Distribution Maheboug shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

London Distribution Maheboug shall inform the suppliers concerned that any resale price on price lists by the suppliers will be considered to be recommended prices and that London Distribution Maheboug is free to determine its own resale price.

London Distribution Maheboug shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

London Distribution Maheboug shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing London Distribution Maheboug pricing policy, in line with the provisions of the Act.

3.3. Reporting

London Distribution Maheboug shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by London Distribution Maheboug reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

London Distribution Maheboug shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that London Distribution Maheboug has irrevocably ceased the impugned resale price maintenance;

London Distribution Maheboug shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

London Distribution Maheboug shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

CCM/DS/0030/17

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/008/11–Review of WAY GUILD (MTIUS) LTD RPM Amnesty application'

(CCM/DS/0030/17–Application for Immunity made by WAY GUILD (MTIUS) LTD under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by WAY GUILD (MTIUS) LTD on 14th June 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 20th October 2017 made by WAY GUILD (MTIUS) LTD pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by WAY GUILD (MTIUS) LTD on 14th June 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

General Notice No. 171 of 2019

CCM/DS/0030/17

Decision of the Competition Commission

CCM/DS/0030/17
Non-Confidential

Application for Immunity made by WAY GUILD (MTIUS) LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

LTD has admitted participation involves WAY GUILD (MTIUS) LTD entering into contractual agreements with its suppliers at the upstream level in relation to direct and indirect price determinations, on behalf of the independent retailers operating under the WAY franchise.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conducts may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that WAY GUILD (MTIUS) Ltd has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete cooperation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that WAY GUILD (MTIUS) LTD, in its capacity as facilitator for the independent retailers operating under the WAY franchise, has engaged in a conduct that raises competition concerns under section 43 of the Act with respect to its contractual agreements with its suppliers containing pricing restrictions.

1.11 The Executive Director is of the views that the contractual agreements, which are binding in nature, between WAY GUILD (MTIUS) LTD and its suppliers, undertaken on behalf on the independent retailers operating under the WAY franchise, contain explicit clauses with clear mention of the obligations to be adhered to by the independent retailers as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between parties to adopt RPM with respect to the supply of food and non-food items provided by the suppliers.

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 WAY GUILD (MTIUS) LTD assists a group of independent retailers which operates under the 'WAY' franchise, in the retail sector, for both food and non-food items and bears the Business Registration Number C07052760.

1.6 WAY GUILD (MTIUS) LTD has made an application, in its capacity as facilitator for the independent retailers operating under the WAY franchise, in writing, to the CCM, through its authorised signatory on the 20th October 2017. The reported RPM conduct to which WAY GUILD (MTIUS)

[1]The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rdOctober 2017) from 05thOctober 2017 to 20thOctober 2017.

if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by WAY GUILD (MTIUS) LTD, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) WAY GUILD (MTIUS) LTD has, in its Application, admitted its participation in one or more RPM agreement(s) *viz* the acceptance of vertical price restriction in suppliers' contracts that includes price determination of the products;

2) WAY GUILD (MTIUS) LTD has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report; and

3) The Undertakings submitted by WAY GUILD (MTIUS) LTD satisfactorily address the Commission's concerns in so far as –

a. It will ensure that WAY GUILD (MTIUS) LTD ceases its participation in/terminates all RPM agreements to which it was a party; and

b. WAY GUILD (MTIUS) LTD has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

1.12 The Executive Director has further assessed the Undertakings offered by WAY GUILD (MTIUS) LTD. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons:

a. WAY GUILD (MTIUS) LTD has undertaken to inform its suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers. This will eliminate the possibility of imposition of resale prices by the suppliers onto the Applicant;

b. WAY GUILD (MTIUS) LTD has undertaken that it shall not in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with its suppliers and/or any other supplier that involves RPM;

c. WAY GUILD (MTIUS) Ltd has undertaken that where any of its suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price for its goods, the applicant shall not accept/offer for sales such products. This will ensure that RPM by acquiescence is avoided; and

d. The behavioural measures undertaken by WAY GUILD (MTIUS) Ltd shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of goods and/or services thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty

Undertakings to the CCM

Undertakings provided by WAY GUILD (MTIUS) LTD to the Competition Commission

Pursuant to an Application for Amnesty dated 20th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[14 June 2018]

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by WAY GUILD (MTIUS) LTD satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by WAY GUILD (MTIUS) LTD, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to WAY GUILD (MTIUS) LTD pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to the agreements, Way Guild is given to understand that these agreements may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Way Guild is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Way Guild hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Way Guild shall inform the above-mentioned suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Way Guild shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Way Guild shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Way Guild shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Way Guild pricing policy, in line with the provisions of the Act.

3.3. Reporting

Way Guild shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

WAY GUILD (MTIUS) LTD (herein 'Way Guild') : Way Guild and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Way Guild;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

Way Guild assists a group of independent retailers operating under the 'WAY' franchise (herein the 'retailers') in Mauritius in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 20th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Way Guild has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves contractual agreements between Way Guild and suppliers, which contain clauses on the resale prices of products (the 'agreements'). The agreements are either in the name of Way Guild or has been undertaken by Way Guild on behalf of the retailers operating under the WAY franchise.

The agreement is in relation to the following suppliers: [redacted]

The identified suppliers shall altogether herein after be referred to as 'the Suppliers'.

General Notice No. 172 of 2019

CCM/DS/0030/18

Decision of the Competition Commission

CCM/DS/0030/18

Non-Confidential

Application for Immunity made by PICK AND BUY LTD under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

Implementation of resale price maintenance to be observed by the retailers operating under the WAY franchise reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Way Guild shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Way Guild has irrevocably ceased the impugned resale price maintenance;

Way Guild shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Way Guild shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Name: Patrick Chung How

Position: Managing Director

Duly authorised for and on behalf of:

WAY GUILD (MTIUS) LTD

[Signature of Director No 2]

Name: Foong Chong Kan Wah

Position: Director

Duly authorised for and on behalf of:

WAY GUILD (MTIUS) LTD

PS enclosed copies of revised contract agreement with suppliers: [redacted]

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Pick and Buy Ltd operates as a retailer under the brand name Winner's, in the retail sector for both food and non-food items and bears the Business Registration Number C06003539.

1.6 Pick and Buy Ltd has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 02nd October 2017. The reported RPM conduct, as submitted in the application, makes reference to contractual agreements between Pick and Buy Ltd and its suppliers, inclusive of direct and indirect price determinations.

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/18

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/011 – Review of Pick and Buy Ltd RPM Amnesty application'

(CCM/DS/0030/18 – Application for Immunity made by Pick and Buy Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Pick and Buy Ltd on 28th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 02nd October 2017 made by Pick and Buy Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Pick and Buy Ltd on 28th May 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

b. Pick and Buy Ltd has undertaken not to, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

c. Pick and Buy Ltd has undertaken, where any of its suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products; and

d. The behavioural measures undertaken by Pick and Buy Ltd shall be disseminated to its internal management and commercial employees engaged in the purchase and/or resale of the suppliers' products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the suppliers are in compliance with the Act.

1.13 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that the application satisfies the conditions i, ii and iii set out under paragraph 5.6A(b) of CCM3 Guidelines for RPM amnesty. The Executive Director is satisfied that Pick and Buy Ltd has admitted its participation in conduct falling within the ambit of RPM under section 43 of the Act, as supported by the documentary evidence submitted and has maintained continuous and complete co-operation from the time of its Application to the issuance of the Executive Director's Report.

1.10 Further to his assessment of Application, the Executive Director, in his Report, takes the view that Pick and Buy Ltd in its capacity as reseller of food and non-food items, has engaged in a conduct that raises competition concerns under section 43 of the Act.

1.11 The Executive Director views that the contractual agreements, which are binding in nature, contain explicit clauses with clear mention of the obligations to be adhered to by Pick and Buy Ltd as well as provide for direct and indirect price determinations. These trade agreements qualify as an agreement demonstrating concurrence of wills between the parties to adopt RPM with respect to the supply of food and non-food items.

1.12 The Executive Director has further assessed the Undertakings offered by Pick and Buy Ltd pursuant to condition iv paragraph 5.6A (b) of CCM 3 Guidelines. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. Pick and Buy Ltd has undertaken to inform the suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

2) We accept the Undertakings offered by Pick and Buy Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to Pick and Buy Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by Pick and Buy Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Pick and Buy Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) *viz* the acceptance of vertical price restriction in suppliers' contracts that includes direct and indirect price determination of the products;

2) Pick and Buy Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report; and

3) The Undertakings submitted by Pick and Buy Ltd satisfactorily address the Commission's concerns in so far as –

a. It will ensure that Pick and Buy Ltd ceases its participation in/terminates all RPM agreements to which it was a party; and

b. Pick and buy Ltd has undertaken to put in place other measures as stated in section 1.12 that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Pick and Buy Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Pick and Buy Limited (Also referred to as 'Winner's') : Pick and Buy Limited and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Pick and Buy Limited;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background

Pick and Buy Limited, operating under the brand name Winner's, is a retailer operating in the retail sector for fast-moving consumer goods for both food and non-food items.

By its letter dated 02nd October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Pick and Buy Limited has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) **(the 'Application')**.

The reported activity involves contractual agreements between Pick and Buy Limited and its suppliers, which contain clauses on the resale prices of products **(the 'agreements')**. The agreements are dated as per below and are as follow:

(1) Accord Commercial between [redacted] and Pick and Buy Ltd for the calendar year 2017, dated 23 May 2017.

(2) Conditions générales de ventes applicables 1 Janvier 2017 – 31 Décembre 2017 between [redacted] and Pick and Buy Ltd , dated 23 June 2017.

(3)Contrat de Coopération Commerciale 2017 between [redacted] and Pick and Buy Ltd, dated 14 July 2017

(4)Protocole D'accord pour l'année 2015 between [redacted] and Pick and Buy Ltd.

Undertakings to the CCM

Undertakings provided by **Pick and Buy Limited** to the Competition Commission

Pursuant to an Application for Amnesty dated 02nd October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

28th May 2018.

3.2. Information Dissemination

Pick and Buy Limited shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Pick and Buy Limited pricing policy, in line with the provisions of the Act.

3.3. Reporting

Pick and Buy Limited shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Pick and Buy Limited reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Pick and Buy Limited shall provide the Commission with a copy of any amended agreements governing its commercial relationship with each of the above-mentioned suppliers as proof that Pick and Buy Limited has irrevocably ceased the impugned resale price maintenance;

Pick and Buy Limited shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Pick and Buy Limited shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]
Name: Jan Raidlord
Position: COO
Duly authorised for and on behalf of:
Pick and Buy Limited

[Signature of Director No 2]
Name: Jean Philippe Vergin
Position: GM
Duly authorised for and on behalf of:
Pick and Buy Limited

The agreements are in relation to the following suppliers: [redacted]

The identified suppliers shall altogether herein after be referred to as **'the Suppliers'.**

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With reference to the agreements, Pick and Buy Limited is given to understand that these agreements may be in contravention of Section 43 of the Competition Act 2007 and may therefore pose as concerns which have arisen during an investigation in respect to the application.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Pick and Buy Limited is, by the present, providing undertakings related specifically to the impugned agreements and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying any possible concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Pick and Buy Limited hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Pick and Buy Limited shall inform the above-mentioned suppliers that it is no longer party to the restrictive clauses constituting RPM and shall either modify the agreements or enter into new agreements which do not contain RPM clauses with the suppliers. For the avoidance of doubt, the restrictive clauses may be severed from the agreements;

Pick and Buy Limited shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Pick and Buy Limited shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

General Notice No. 173 of 2019

CCM/DS/0030/19

COMPETITION COMMISSION OF MAURITIUS

Decision of the Competition Commission

CCM/DS/0030/19

Non-Confidential

Application for Immunity made by Shoprite (Mauritius) Limited under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

CCM/DS/0030/19

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/001 – Review of Shoprite (Mauritius) Limited RPM Amnesty applications'

(CCM/DS/0030/19 – Applications for Immunity made by Shoprite (Mauritius) Limited under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Shoprite (Mauritius) Limited on 6th June 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

Having regard to the Decision of the Commission referenced CCM/DS/0029 dated 24th October 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to the applications for immunity dated 16th October 2017 made by Shoprite (Mauritius) Limited pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Shoprite (Mauritius) Limited on 6th June 2018 ('the Undertakings').

1.6 Shoprite (Mauritius) Limited has made an application, in its capacity as reseller trading under the name Shoprite, in writing, to the CCM, through its authorised signatory on the 16th October 2017.

1.7 Shoprite (Mauritius) Limited was owned 100% by Shophold (Mauritius) Ltd, which is a domestic company limited by shares. Shophold (Mauritius) Ltd is in turn held 100% by Shoprite Checkers (Pty) Ltd.

1.8 Shoprite (Mauritius) Limited informed the Competition Commission that it has resolved to exit from its retail activities in Mauritius and its activities will be acquired by Pick and Buy Ltd.

1.9 Applications for RPM Amnesty were made by Shoprite (Mauritius) Limited in relation to two (2) conducts namely:

i. for having entered into contractual agreements with certain of its suppliers, [redacted] which agreements may contain clauses on the resale prices of the products of the respective suppliers, which may amount to RPM (Conduct I).

ii. in relation to its internal documents, namely [redacted] which were in use [redacted] and may be perceived as having constituted an agreement between Shoprite and its suppliers whereby final selling prices were agreed. The [redacted] document required its suppliers, at the request of Shoprite itself, to input the wholesale price and the resale price of the product. The [redacted] document and the [redacted] are signed by both the supplier and Shoprite (Conduct II).

iii. The Investigation

1.10 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.11 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.12 The Executive Director's findings are that

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Shoprite (Mauritius) Limited is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C07027716 and having its registered office at Intercontinental Secretarial Services Ltd Level 3, Alexander House 35 Cybercity, Ebene.

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

1.13 The Executive Director has further assessed the Undertakings offered by Shoprite (Mauritius) Limited. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

a. The implementation of the undertakings will ensure that Shoprite (Mauritius) Limited is not party to an agreement with its suppliers which may involve RPM; and

b. In relation to conduct II, by formally undertaking to never request selling prices from suppliers, the possibility of any RPM conduct where selling prices might be agreed between Shoprite (Mauritius) Limited and its suppliers is eliminated.

1.14 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.15 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.16 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.17 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.18 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention,*

CCM/DS/0030/19

a. the reported conducts may constitute four sets of agreements amounting to RPM, namely:

i. The first agreement relates to the commercial agreement between Shoprite (Mauritius) Limited and [redacted] which contained clauses that might have established a fixed and minimum price to be practiced by Shoprite while selling certain products of [redacted] on promotion.

ii. The second set of agreement relates to the respective [redacted] between Shoprite (Mauritius) Limited and [redacted] which contained clauses which might have established a minimum price to be practiced by Shoprite (Mauritius) Limited while selling the products of [redacted].

iii. The third set of agreement relates to the commercial agreement between [redacted] and Shoprite (Mauritius) Limited as contained in [redacted] which contain clauses which might have established fixed and minimum prices to be practiced by Shoprite while selling the products of [redacted].

iv. The fourth set of conducts which may amount to an agreement under the Act relates to the practice of Shoprite (Mauritius) Limited, prevalent until [redacted], to issue a [redacted] which contain a column [redacted] which has to be filled in by the supplier at the request of Shoprite (Mauritius) Limited. The [redacted] and [redacted] may be construed to be an agreement between the suppliers and Shoprite (Mauritius) Limited, including an agreement on the resale price as by signing the form both parties agree to the form including the resale price, albeit the price has been provided by the supplier at the request of Shoprite itself.

b. The applicant has provided the CCM with all the information, documents, and evidence available to it regarding the RPM, and as required by the CCM; and

c. The applicant has maintained a continuous and complete collaboration with the CCM throughout the whole amnesty process.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Shoprite (Mauritius) Limited satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Shoprite (Mauritius) Limited, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

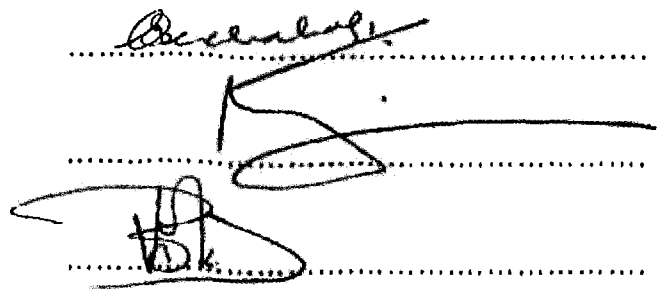
4) We grant immunity from financial penalty to Shoprite (Mauritius) Limited pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)



restriction [or] distortion (...) of competition" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.19 Having regard to the Applications submitted by Shoprite (Mauritius) Limited, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Shoprite (Mauritius) Limited has, in its Applications, admitted its participation in one or more RPM agreement(s) *viz:*

a. for having entered into contractual agreements with certain of its suppliers, [redacted] which agreements may contain clauses on the resale prices of the products of the respective suppliers, which may amount to RPM (Conduct I).

b. in relation to its internal documents, namely [redacted], [redacted] which were in use [redacted] and may be perceived as having constituted an agreement between Shoprite (Mauritius) Limited and its suppliers whereby final selling prices were agreed. The [redacted] document required its suppliers, at the request of Shoprite (Mauritius) Limited itself, to input the wholesale price and the resale price of the product. The [redacted] are signed by both the supplier and Shoprite (Mauritius) Limited.

2) Shoprite (Mauritius) Limited has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the Shoprite (Mauritius) Limited satisfactorily address the Commission's concerns in so far as Shoprite (Mauritius) Limited has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its applications, and will ensure that its conduct is compliant with the RPM provision of the Act.

SHOPRITE
SHOPRITE (MAURITIUS) LTD

BUSINESS REG No: C07027716

BUSINESS ADDRESS:
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ST JEAN ROUNDABOUT,
QUATRE BORNES,
MAURITIUS
TEL: +(230) 464 3000
FAX: +(230) 464 0300
WEBSITE: www.shoprite.co.za

view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested immunity.

2. Definitions:
For the purpose of the present undertakings, the following terms shall have the following meaning:

Shoprite (Mauritius) Limited: **Shoprite (Mauritius) Limited** and includes its branches, subsidiaries, or affiliates
Affiliate: any enterprise directly or indirectly controlled by **Shoprite (Mauritius) Limited**;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: means the date on which the Commission delivers its decision to accept these Undertakings.

Full Implementation date: means a maximum period of three (3) months as from the effective date.

3. Measures proposed as Undertakings

Shoprite (Mauritius) Limited hereby undertakes to apply by full implementation date the following measures in its commercial dealings with the above-mentioned suppliers and any other supplier, in the resale of their respective goods or services in Mauritius;

3.1. Behavioural Undertakings

Shoprite (Mauritius) Limited shall, in relation to the first application, inform the corresponding suppliers that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreements which does not contain RPM clauses with the suppliers;

Shoprite (Mauritius) Limited shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

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06th June 2018

The Executive Director
Competition Commission
10th Floor, Hennessy Court
Cnr Suffren Road & Pope Hennessy Street
Port Louis

Undertakings to CCM under the CCM RPM Amnesty (Resellers)

Undertakings provided by **Shoprite (Mauritius) Limited** to the Competition Commission pursuant to an Application for Amnesty dated **16 October 2017** in connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

Date of Undertakings: **04th May 2018**

1. Background:
   By its letter dated **16 October 2017** made pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), **Shoprite (Mauritius) Limited** has notified the Executive Director of the Competition Commission of its application for immunity under the CCM Amnesty Programme for Resale Price Maintenance (the 'Application').

   Shoprite (Mauritius) Ltd has made two applications for RPM Amnesty.

   The **Amnesty application No. 1 dated 16 October 2017,** is in relation to clauses in contracts with the following of its suppliers: [redacted] which contracts contain **clauses in the form of minimum or fixed** resale price restrictions.

   The **Application No. 2 dated 16 October 2017**, relates to **internal documents of Shoprite (Mauritius) Limited**, namely, [redacted] and [redacted] which were in use [redacted] and may be perceived as having constituted an agreement between Shoprite and its suppliers whereby final selling prices were agreed.

   Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining immunity, **Shoprite (Mauritius) Limited** is, by the presents, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a

SHOPRITE
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compliance with the present undertakings when reselling the above-mentioned suppliers' goods or services;

Shoprite (Mauritius) Limited shall, by the full implementation date, submit a written report to the Commission that *inter alia*,

i. describes the steps taken by **Shoprite (Mauritius) Limited** to comply with the present undertakings and in particular, setting out all the appropriate measures taken by **Shoprite (Mauritius) Limited** to deter on the one hand and detect and correct any deviation by **Shoprite (Mauritius) Limited'** management, directors, or commercial employees from the present undertakings;

ii. documents all amendments brought to agreements put in place with each of the above-mentioned suppliers in relation to the commercialisation of their respective goods or services.

4. Entry into force

These undertakings will be fully implemented by full implementation date.

L P MERVEN
Director
Duly authorised for and on behalf of:
Shoprite (Mauritius) Ltd

06/06/18

P BOTHA
Director
Duly authorised for and on behalf of:
Shoprite (Mauritius) Ltd

SHOPRITE

SHOPRITE (MAURITIUS) LTD

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Shoprite (Mauritius) Limited shall not accept any offer – whether periodic, promotional or otherwise – from the above-mentioned suppliers or any other supplier that involves resale price maintenance or is otherwise made conditional upon **Shoprite (Mauritius) Limited 's** observance of resale price maintenance;

In relation to the Application No. 2, **Shoprite (Mauritius) Limited** informs the CCM that it amended its templates with effect from [redacted] and from then onwards, [redacted] no longer recorded any selling price information; and the [redacted] document" was amended to specifically refer to "Shoprite Admin Use Only" and it states specifically that the selling price is not agreed with the Supplier and that Shoprite does not undertake to sell products at the Supplier recommended selling prices and lastly reiterates **Shoprite (Mauritius) Limited**'s policy that selling prices are set in Shoprite's own discretion. **Shoprite (Mauritius) Limited** undertakes to continue such policy in relation to the aforementioned documents.

3.2. Information Dissemination

Shoprite (Mauritius) Limited shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing **Shoprite (Mauritius) Limited's** pricing policy, in line with the provisions of the Act;

3.3. Reporting

Shoprite (Mauritius) Limited shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by **Shoprite (Mauritius) Limited** in reselling the supplier's goods and/or services and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Shoprite (Mauritius) Limited shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that **Shoprite (Mauritius) Limited** has irrevocably ceased the impugned resale price maintenance;

Shoprite (Mauritius) Limited shall, as from the date of acceptance of this undertaking, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate **Shoprite (Mauritius) Limited**'s

CCM/DS/0030/20

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/002 – Review of Intermart (Mtius) Ltd RPM Amnesty application' on behalf of Bagatelle Distribution Ltd, Paltoni Retail Ltd, Express Mart Ltd, How Hong & Co Ltd, Family World Ltd and Expressmart Distribution Ltd

(CCM/DS/0030/20 – Application for Immunity made by Intermart (Mtius) Ltd on behalf of Bagatelle Distribution Ltd, Paltoni Retail Ltd, Express Mart Ltd, How Hong & Co Ltd, Family World Ltd and Expressmart Distribution Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck	-	Commissioner (Chairperson),
Mrs. M. B. Rajabally	-	Commissioner,
Mrs. V. Bikhoo	-	Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Bagatelle Distribution Ltd, Paltoni Retail Ltd, Express Mart Ltd, How Hong & Co Ltd, Family World Ltd and Expressmart Distribution Ltd on 23rd April 2018, dated 20th April 2018,

Having regard to a report of the Executive Director dated 29 June 2018

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 03 October 2017 made by Intermart (Mtius) Ltd on behalf of Bagatelle Distribution Ltd, Paltoni Retail Ltd, Express Mart Ltd, How Hong & Co Ltd, Family World Ltd and Expressmart Distribution Ltd (**"the applicants"**) pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder,

General Notice No. 174 of 2019

CCM/DS/0030/20

Decision of the Competition Commission

CCM/DS/0030/20

Non-Confidential

Application for Immunity made by Intermart (Mtius) Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

ii. The Applicants and the Application

Intermart (Mtius) Ltd

1.5 Intermart (Mtius) Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C11103624 and having its registered office at 3 Lislet Geoffroy Street, Curepipe[2].

1.6 Intermart (Mtius) Ltd is a 'central d'achat' which regroups all the enterprises trading under the name of Intermart and negotiates the terms of purchase of goods from suppliers on their behalf.

1.7 Intermart (Mtius) Ltd is thus responsible for the 'mise à jour' of resale prices by the applicants. It is also responsible for determining their promotional prices.

1.8 Intermart (Mtius) Ltd enters into agreements with suppliers on behalf of the applicants but the latter retain the freedom to enter into agreements individually with suppliers if they so wish.

1.9 Intermart (Mtius) Ltd acts as an intermediary for the applicants and is in no way engaged in the sale of goods directly to end users.

Bagatelle Distribution Ltd

1.10 Bagatelle Distribution Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C10097622 and having its registered office at 3 Lislet Geoffroy Street, Curepipe and the registered nature of business being, among others, 'General Retailer - Foodstuff (including Liquor) and Non-Foodstuff (Foodstuff predominant)'. Bagatelle Distribution Ltd is a hypermarket at Bagatelle and trades under the name of 'Intermart'. Bagatelle Distribution Ltd is a reseller of consumer goods to end consumers.

Paltoni Retail Ltd

1.11 Paltoni Retail Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C13119389 and having its registered office at 8 Des Glais Avenue, Sodnac Quatre Bornes and the registered nature of business being, amongst other, hypermarket carrying a general line of goods and supermarket (foodstuff predominant). Paltoni Retail Ltd has a supermarket at Beau Bassin and a hypermarket at La Croisette and trades under the name of 'Intermart'. Paltoni Retail Ltd is a reseller of consumer goods to end consumers.

[2] Information gathered from website of Registrar of Companies

undertakings have been offered to the Commission by each of the applicants on 23 April 2018, dated 20th April 2018 (the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29 June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively1, the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, viz., that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

(i) accepted products from [redacted] with resale prices as determined by the supplier pre-affixed on the products without the words "recommended price" appearing next to the resale prices ('**Conduct I**');

(ii) through Intermart (Mtius) Ltd, entered into contractual agreements with [redacted] which contain clauses on the resale prices of products which may amount to RPM ('**Conduct II**').

iii. The Investigation

1.17 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.18 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29 June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.19 The findings of the Executive Director are that –

(a) the reported conducts are likely to amount to RPM conducts in as much as:

(i) The applicants' acceptance of the products of [redacted] with pre-affixed resale prices on them without the words 'recommended price' appearing next to the resale prices may constitute a system of arrangements amounting to an agreement, within the definition of the Act, with the object to fix the price at which the applicants must resell the respective products of the aforementioned suppliers. By accepting the products of the suppliers with such pre-affixed resale prices, the applicants may have acquiesced to the policy of the supplier to pre-affix a resale price on the product as determined by them thus amounting to an agreement involving RPM;

(ii) The agreement entered into by Intermart (Mtius) Ltd on behalf of the applicants with [redacted] might have imposed a pricing restriction on the applicants in respect to the

Express Mart Ltd

1.12 Express Mart Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C11106531 and having its registered office at 3, Lislet Geoffroy Street, Curepipe and the registered nature of business being amongst other, General Retailer - Foodstuff (including Liquor) and non-foodstuff (Foodstuff predominant) and supermarket (foodstuff predominant) and Gas seller (retailer). Express Mart Ltd is a supermarket at Calodyne and trades under the name of 'Intermart'. Express Mart Ltd is a reseller of consumer goods to end consumers.

How Hong & Co Ltd

1.13 How Hong & Co Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C06022582 and having its registered office at 3, Lislet Geoffroy Street, Curepipe and the registered nature of business being, amongst others, hypermarket carrying a general line of goods and supermarket (foodstuff predominant). How Hong & Co Ltd is a hypermarket at Curepipe and trades under the name of 'Intermart'. How Hong & Co Ltd is a reseller of consumer goods to end consumers.

Family World Ltd

1.14 Family World Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C07042747 and having its registered office at Ebene Commercial Centre, Cybercity, Ebene and the registered nature of business being amongst others, hypermarket carrying a general line of goods, and General Retailer - Foodstuff (including Liquor) and Non-Foodstuff (Foodstuff predominant). Family World Ltd is a hypermarket at Ebene and trades under the name of 'Intermart'. Family World Ltd is a reseller of consumer goods to end consumers.

Expressmart Distribution Ltd

1.15 Expressmart Distribution Ltd is a private limited liability company incorporated under the laws of Mauritius with Business Registration Number C12108391 and having its registered office at 3, Lislet Geoffroy Street, Curepipe and the registered nature of business being amongst others, General Retailer - Foodstuff (including Liquor) and Non-Foodstuff. Family World Ltd is a hypermarket at Ebene and trades under the name of 'Intermart'. Expressmart Distribution Ltd is a reseller of consumer goods to end consumers.

1.16 Intermart (Mtius) Ltd made an application, through its authorised signatory, in writing on the 03rd October 2017, for RPM Amnesty on behalf of the applicants for two conducts, namely, for having:

without making mention of the words 'recommended price'. The applicants have undertaken that they will not accept such products with a resale price as determined by the supplier pre-affixed on the products without the words 'recommended price' appearing next to the price. Each applicant has further undertaken that in such instances it will write to the suppliers asking them to affix the words 'recommended price' next to the price.

(b) It will be ensured that where a supplier recommends a fixed or minimum price and that price appears on the product the wordings 'recommended price' appears next to the price. This will eliminate possibility of creating an understanding that the price as affixed is the final resale price and would be clear to both resellers and consumers that the price as affixed is mere price recommendation. The measure will also ensure adherence to section 43(3) of the Act.

(c) Conduct II relates to contractual or other forms of agreement between the suppliers, [redacted] and the applicants. The applicants have undertaken that they will inform the suppliers concerned that they are no longer party to the agreement. This will ensure that the agreement and understanding on that agreement ceases. Further, the applicants will either modify or enter into new agreements which do not contain RPM clauses with the suppliers which will ensure that the applicants as resellers will be free to determine their own resale prices as they will no longer have to abide by a fixed or minimum price or price level. The applicants have further undertaken that they will ensure that they do not facilitate the implementation of those agreements, which will further ensure that any remaining potential existence of the agreement by its continuing effect is eliminated. The implementation of these undertakings will ensure that the applicants are no longer party to the RPM clauses as in Conduct II.

(d) The above undertakings will satisfactorily address the competition concerns of the CCM in respect of the reported RPM conducts.

1.21 The Executive Director recommends that the Commission accepts the Undertakings and grant immunity from fines to the applicants for their participation in the reported RPM conduct.

resale price of the products of [redacted]. It therefore appears that the purpose of such a condition in the agreement might have been to impose a minimum price on the applicants which it has to observe when reselling the products of [redacted].

(iii) The price list sent by [redacted] to the applicants contain, amongst others, a column entitled [redacted], that is the price to be practiced by the applicants at retail level and also contains information on the minimum resale prices of products for promotional offers. This price list may constitute an agreement between the applicants and [redacted] on the normal resale price and the minimum resale promotional price of products. By having ordered on the said price list and in accordance with the terms of the price list, the applicants have agreed to the retail price as mentioned in the price list and have thus been party to an agreement amounting to RPM;

(iv) The applicants have provided an email exchange between Intermart (Mtius) Ltd and [redacted] which contains a clause establishing a minimum price to be observed by the applicants when reselling [redacted]. The applicants have relied on same to order the products of [redacted] and this practice may constitute an acquiescence on the part of the applicants to the pricing restriction. The said email may thus constitute an agreement amounting to RPM.

(v) The applicants have provided the CCM with all the information, documents, and evidence available to them regarding the RPM, and as required by the CCM; and

(vi) The applicants have maintained a continuous and complete collaboration with the CCM throughout the whole amnesty process.

1.20 The Executive Director has further assessed the Undertakings offered by each of the applicants. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

(a) Conduct I relates to the acceptance of [redacted] products with a resale price as determined by the aforementioned suppliers supplier pre-affixed on the product

[redacted] which contain clauses on the resale prices of products which may amount to RPM ('**Conduct II**').

2) The applicants have complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the applicants satisfactorily address the Commission's concerns in so far as the undertakings will ensure that the applicants cease their participation in/terminates all RPM agreements to which they were a party, as reported in the Application.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by the applicants satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by the applicants, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

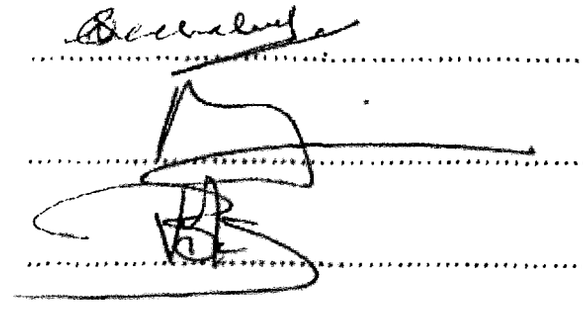
4) We grant immunity from financial penalty to the applicants pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)



III. Legal Framework

1.22 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.23 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.24 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.25 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "all the concerns it has about any prevention, restriction [or] distortion (...) of competition" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.26 Having regard to the Application submitted by the applicants, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the applicants, the Commission determines that –

1) The applicants have, in the Application, admitted their participation in one or more RPM agreement(s), namely, for having:

(a) accepted products from [redacted] with pre-determined resale prices pre-affixed on them without the words "recommended price" appearing next to the resale prices ('**Conduct I**');

(b) through Intermart (Mtius) Ltd, entered into contractual agreements with [redacted]

1. **Definitions:**

For the purpose of the present undertakings, the following terms shall have the following meanings:

Bagatelle Distribution: Bagatelle Distribution Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Bagatelle Distribution;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. **Background:**

Bagatelle Distribution is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Bagatelle Distribution has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Bagatelle Distribution has:

(i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "**Conduct I**"); and

(ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "**Conduct II**").

Conduct I is in relation to the following suppliers:

INTERMART
Partenaire Intermarché

BAGATELLE DISTRIBUTION LTD
Head Office Address: 3, Lislet Geoffroy Street, Curepipe
Tel: (+230) 670 7788 Fax: (+230) 670 8998
Business Address: Bagatelle Mall of Mauritius, Bagatelle
Tel: (+230) 468 8088 Fax: (+230) 468 8089

BRN: C10097622 VAT Number: VAT27029969

Undertakings to the CCM

Undertakings provided by Bagatelle Distribution Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[20 April 2018]

3.2. **Information Dissemination**

Bagatelle Distribution shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Bagatelle Distribution's pricing policy, in line with the provisions of the Act.

3.3. **Reporting**

Bagatelle Distribution shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Bagatelle Distribution in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Bagatelle Distribution shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Bagatelle Distribution has irrevocably ceased the impugned resale price maintenance;

Bagatelle Distribution shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Bagatelle Distribution's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Bagatelle Distribution shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. **Entry into force**

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

Mr Stephane HOW HONG

BAGATELLE DISTRIBUTION LTD

[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Bagatelle Distribution

[redacted]

The agreement with respect to Conduct II is in relation to the following suppliers:

[redacted]

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Bagatelle Distribution to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Bagatelle Distribution has been party to such agreements which contain clauses establishing minimum prices to be observed by Bagatelle Distribution while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Bagatelle Distribution is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Bagatelle Distribution hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Bagatelle Distribution shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Bagatelle Distribution shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Bagatelle Distribution shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Paltoni Retail: Paltoni Retail Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Paltoni Retail;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

Paltoni Retail is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Paltoni Retail has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance(RPM) (the 'Application').

The reported activity involvestwo conductswhereby Paltoni Retail has:

(i) accepted productswith resale pricespre-determined and pre-labelled on the productsby itssupplierswithoutthe words"recommendedprice"appearingnext to the resale prices; (the"**Conduct I**"); and

(ii) enteredintocontractualagreementswithsuppliers,whichcontainclauses on the resale prices of products(the "**Conduct II**").

Conduct I isin relation to the following suppliers:

[redacted]

INTERMART EXPRESS

Undertakings to the CCM

Undertakings provided by Paltoni Retail Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[20 April 2018]

PALTONI RETAIL LTD. BRN No: C13119389 VAT No: 27243067
Royal Road Beau-Bassin. Republic of Mauritius. | Tel: (230) 464 6888. | Fax (230) 464 7799

on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Paltoni Retail shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Paltoni Retail's pricing policy, in line with the provisions of the Act.

3.3. Reporting

Paltoni Retail shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Paltoni Retailin reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Paltoni Retail shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Paltoni Retailhas irrevocably ceased the impugned resale price maintenance;

Paltoni Retailshall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Paltoni Retail's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Paltoni Retailshall,by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

Mr L.C.K LAM THUDO MINE

[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Paltoni Retail

The agreement with respect to Conduct II is in relation to the following suppliers:

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Paltoni Retail to accept products with resale pricespre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price"appearingnext to the resale pricesmay constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signingtheseagreements, Paltoni Retailhas been party to suchagreementswhichcontain clauses establishing minimumprices to beobserved by Paltoni Retailwhilesellingtheir respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Paltoni Retail is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Paltoni Retail hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respectivegoods or servicesin Mauritius:

3.1. Behavioural Undertakings

Paltoni Retail shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Paltoni Retail shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Paltoni Retail shall, where any of the above-mentioned suppliers and/or any other supplierhas recommended a minimum resale price for its goods and the resale price appears

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Express Mart : Express Mart Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Express Mart ;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

Express Mart is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Express Mart has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Express Mart has:

(i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "**Conduct I**"); and

(ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "**Conduct II**").

Conduct I is in relation to the following suppliers:

[redacted]

INTERMART
Partenaire Intermarché

EXPRESS MART LTD
Head Office Address: 3, Lislet Geoffroy Street, Curepipe
Tel: (+230) 670 7788 Fax: (+230) 670 8998
Business Address: Royal Road, St. Francois, Calodyne
Tel: (+230) 283 1068 Fax: (+230) 283 1091

BRN: C11106531 VAT Number: VAT27119740

Undertakings to the CCM

Undertakings provided by Express Mart Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[20 April 2018]

Express Mart shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Express Mart shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Express Mart shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Express Mart 's pricing policy, in line with the provisions of the Act.

3.3. Reporting

Express Mart shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Express Mart in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

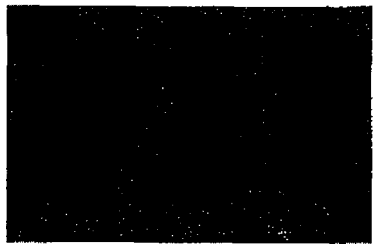
Express Mart shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Express Mart has irrevocably ceased the impugned resale price maintenance;

Express Mart shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Express Mart 's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Express Mart shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.



The agreement with respect to Conduct II is in relation to the following suppliers:

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Express Mart to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Express Mart has been party to such agreements which contain clauses establishing minimum prices to be observed by Express Mart while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Express Mart is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Express Mart hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Express Mart shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

HOW HONG & CO. LTD
Head Office Address: 3, Lislet Geoffroy Street, Curepipe
Tel: (+230) 670 7788 Fax: (+230) 670 8998
Business Address: Botanical Garden St., Curepipe
Tel: (+230) 670 5110/2806 Fax: (+230) 670 5108

BRN: C06022582 VAT Number: VAT20188698

Undertakings to the CCM

Undertakings provided by How Hong Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[20 April 2018]

Mr Stephane HOW HONG

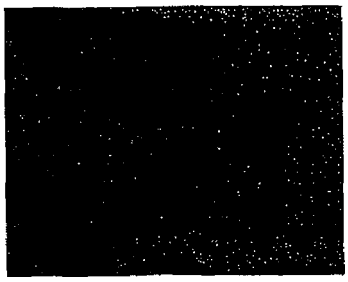
EXPRESS MART LTD

[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Express Mart



The agreement with respect to Conduct II is in relation to the following suppliers:

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of How Hong to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, How Hong has been party to such agreements which contain clauses establishing minimum prices to be observed by How Hong while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, How Hong is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. *Measures proposed as Undertakings*

Pursuant to section 63 of the Act, How Hong hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

How Hong shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

1. *Definitions:*

For the purpose of the present undertakings, the following terms shall have the following meanings:

How Hong: How Hong & Co Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by How Hong;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. *Background:*

How Hong is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), How Hong has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby How Hong has:

(i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the **"Conduct I"**); and

(ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the **"Conduct II"**).

Conduct I is in relation to the following suppliers:

4. *Entry into force*

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

Mr Stephane
HOW HONG

HOW HONG & CO LTD

[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

How Hong

How Hong shall not, in any manner whatsoever enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

How Hong shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

How Hong shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing How Hong's pricing policy, in line with the provisions of the Act.

3.3. Reporting

How Hong shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by How Hong in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

How Hong shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that How Hong has irrevocably ceased the impugned resale price maintenance;

How Hong shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate How Hong's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

How Hong shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Family World: Family World Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Family World;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

Family World is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Family World has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Family World has:

(i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "Conduct I"); and

(ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "Conduct II").

Conduct I is in relation to the following suppliers:

[redacted]

Undertakings to the CCM

Undertakings provided by Family World Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[20 April 2018]

Family World shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Family World shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Family World's pricing policy, in line with the provisions of the Act.

3.3. Reporting

Family World shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Family World in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

Family World shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Family World has irrevocably ceased the impugned resale price maintenance;

Family World shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Family World's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Family World shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Family World

Mr L.T.K LAM CHEE FONG

The agreement with respect to Conduct II is in relation to the following suppliers:

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Family World to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Family World has been party to such agreements which contain clauses establishing minimum prices to be observed by Family World while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Family World is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Family World hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Family World shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Family World shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Expressmart Distribution : Expressmart Distribution Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Expressmart Distribution ;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

Expressmart Distribution is a reseller of consumer goods in Mauritius.

By its letter dated 03 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Expressmart Distribution has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The reported activity involves two conducts whereby Expressmart Distribution has:

(i) accepted products with resale prices pre-determined and pre-labelled on the products by its suppliers without the words "recommended price" appearing next to the resale prices; (the "**Conduct I**"); and

(ii) entered into contractual agreements with suppliers, which contain clauses on the resale prices of products (the "**Conduct II**").

Conduct I is in relation to the following suppliers:

EXPRESSMART DISTRIBUTION LTD
Head Office Address: 3, Lislet Geoffroy Street, Curepipe
Tel: (+230) 670 7788 Fax: (+230) 670 8998
Business Address: 19, St Jean Road, Quatre Bornes
Tel: (+230) 425 7788 Fax: (+230) 425 8998

BRN: C12108391 VAT Number: VAT27132587

Undertakings to the CCM

Undertakings provided by Expressmart Distribution Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 03 October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[20 April 2018]

agreement or enter into a new agreement which does not contain RPM clauses with the suppliers;

Expressmart Distribution shall not, in any manner whatsoever, enter into or otherwise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance;

Expressmart Distribution shall, where any of the above-mentioned suppliers and/or any other supplier has recommended a minimum resale price for its goods and the resale price appears on the goods, inform the supplier, in writing, that it shall make sure that the words 'recommended price' appear next to the resale price, and shall not accept/offer for sales such products.

3.2. Information Dissemination

Expressmart Distribution shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing Expressmart Distribution 's pricing policy, in line with the provisions of the Act.

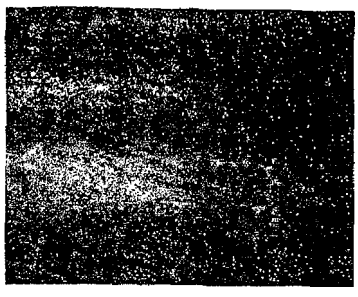
3.3. Reporting

Expressmart Distribution shall immediately inform the Commission, in writing, of any attempt on the part of the above-mentioned suppliers to implement or otherwise coerce or induce the implementation of resale price maintenance to be observed by Expressmart Distribution in reselling the supplier's goods and shall provide the Commission with all documents, information, and evidence available to it in support thereof;

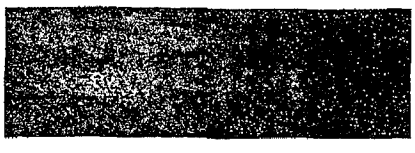
Expressmart Distribution shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that Expressmart Distribution has irrevocably ceased the impugned resale price maintenance;

Expressmart Distribution shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Expressmart Distribution 's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

Expressmart Distribution shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.



The agreement with respect to Conduct II is in relation to the following suppliers:



Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

With respect to Conduct I, the practice of Expressmart Distribution to accept products with resale prices pre-determined and pre-affixed on the products by the suppliers, without the terms "recommended price" appearing next to the resale prices may constitute an RPM within the meaning of the Act.

With respect to Conduct II, by signing these agreements, Expressmart Distribution has been party to such agreements which contain clauses establishing minimum prices to be observed by Expressmart Distribution while selling their respective products.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Expressmart Distribution is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Expressmart Distribution hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

Expressmart Distribution shall inform the above-mentioned suppliers in relation to conduct II that it is no longer party to the restrictive clause constituting RPM and shall either modify the

General Notice No. 175 of 2019

CCM/DS/0030/21

Decision of the Competition Commission

CCM/DS/0030/21

Non-Confidential

Application for Immunity made by All Good Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

Mr Stephan HOW HONG

EXPRESSMART DISTRIBUTION LTD

[Signature of Director No 1]

Position: Director

Duly authorised for and on behalf of:

Expressmart Distribution

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission ('CCM') with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Incorporated on 21st September 2016, All Good Ltd is a private limited liability company with Business Registration Number C16141743 and registered address, Morcellement Senneville, Lees Street, Curepipe. All Good Ltd deals in para-pharmaceutical products, para-medical and other products namely Ayurvedic cosmetics, orthopaedic supports, glucometers, glucose testing strips, bandages, and food supplements.

1.6 All Good Ltd has made an application, in its capacity supplier, in writing, to the CCM, through its authorised signatory on the 16th October 2017.

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/21

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/003 – Review of All Good Ltd RPM Amnesty application'

(CCM/DS/0030/21 – Application for Immunity made by All Good Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. D. P. A. Mariette - Vice-Chairperson,

Mr. C. Seebaluck - Commissioner,

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by All Good Ltd on 24th April 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 16th October 2017 made by All Good Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by All Good Ltd on 24th April 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

when reselling the mentioned product. Through such conduct, the applicant therefore might have been party to a conduct which may amount to a RPM by object and as such may infringe the provisions of section 43 of the Act.

iii. The applicant has provided the CCM with all the information, documents, and evidence available to it regarding the RPM, and as required by the CCM; and

iv. The applicant has maintained a continuous and complete collaboration with the CCM throughout the whole amnesty process.

1.11 The Executive Director has further assessed the Undertakings offered by All Good Ltd. The Executive Director takes the view that the proposed Undertakings satisfactorily address the concerns identified in the Report for the following reasons –

a. The applicant will amend its conduct with relation to affixation of prices and where it affixes a resale price as determined by itself on the product, it will affix the words 'recommended price' next to the price. This will eliminate the possibility of creating an understanding that the price as affixed is the final (fixed) resale price and it will be therefore clear to both resellers and consumers that the price as affixed is merely a price recommendation.

b. All Good Ltd has undertaken that where it issues a price list to dealers which contain a resale price (recommended) as determined by All Good Ltd, it shall state clearly that the resale price is a recommended price; and shall include a clause clearly stating that the recommended price is not binding on resellers and resellers are free to determine their own resale price. By so doing, it will be made clear to resellers that the retail price in the invoice is just a price recommendation and they are free to deviate from that price. This will be further reinforced by the clause in the invoice making clear that the retail price is not binding and that resellers are free to determine their own resale prices

1.12 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.13 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement

1.7 All Good Ltd applied for RPM Amnesty for the following conducts:

(i) Having sold products to dealers with resale prices, as determined by itself, pre-labelled on the products without the words "recommended price" appearing next to the resale prices;

(ii) Having issued price lists which made mention of 'Retail Price' of the products without making it clear that such prices are only a recommendation, and the acceptance of which by resellers, may amount to RPM.

iii. The Investigation

1.8 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.9 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.10 The Executive Director's findings are that:

i. The first conduct relates to the practice of the applicant to sell its products with resale prices (as determined by itself) affixed on the respective products with no mention made on the product that the price determined and affixed on the product is a 'recommended price'. It may be a policy of All Good Ltd, as supplier, to affix on its products a resale price as determined by itself. By accepting the products of the supplier with such a resale price pre-affixed on the products, the reseller/dealer may have acquiesced to the policy of the supplier to pre-affix a resale price on the product (as determined by the supplier itself), amounting to an agreement. In turn, that agreement, unless the price as affixed is changed by the reseller/dealer, will establish the resale price of the reseller/dealer, amounting to RPM.

ii. With respect to the second conduct, the Executive Director found that the invoice contains, amongst others, a column entitled 'RP-unit', which may be construed to be the Retail Price to be practiced by the resellers at the retail level. This acceptance and payment of the invoice may constitute an agreement between All Good Ltd and its resellers/dealers on the resale price of the mentioned products. This agreement may have the object of establishing a fixed price to be observed by the dealers

1.20 The Undertakings submitted by All Good Ltd satisfactorily address the Commission's concerns in so far as –

a. It will ensure that All Good Ltd ceases its participation in all reported RPM agreements to which it was a party;

b. The undertakings will ensure that the reported conducts are modified such that where the supplier recommends a resale price it is made clear to the reseller that such price is simply a price recommendation.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by All Good Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by All Good Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this Decision.

4) We grant immunity from financial penalty to All Good Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. D. P. A. Mariette
(Vice-Chairperson) .....

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.14 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.15 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.16 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.17 Having regard to the Application submitted by All Good Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1.18 All Good Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) viz

(i) Having sold products to dealers with resale prices as determined by itself and pre-labelled on the products without the words "recommended price" appearing next to the resale prices;

(ii) Having issued price lists which make mention of 'Retail Price' of the products, without making it clear that such prices are only a recommendation, and the acceptance of which by resellers, may amount to RPM.

1.19 All Good Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

All Good Ltd

1.

2. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

All Good: All Good Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by All Good Ltd;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Act;

Dealer: any distributor, reseller, retailer, or other entity involved in the resale of All Good Ltd's goods or services in Mauritius;

Effective date: the date on which the Commission delivers its decision to accept these Undertakings.

Full Implementation date: a maximum period of three (3) months as from the effective date.

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance

1. Background:

Incorporated on 21st September 2016, All Good is a company dealing in para-pharmaceutical products, para-medical and other products such as Ayurvedic cosmetics, orthopaedic supports, Glucometers, Glucose testing strips, bandages and food supplements.

By its letter dated 16th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the CCM 3 Guidelines-Collusive Agreements (amended June 2017), All Good has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (the 'Application').

The conduct for which RPM Amnesty has been sought is in relation to the supply of para pharmaceutical and para medical products and is in connection with retail prices shown on invoices and price labels affixed on para-pharmaceutical/para medical and other products sold to the trade with no mention of the words Recommended Selling Price, which may amount to RPM, in breach of the Act.

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price '

3.

Morcellement Sommerville
Lees Street
Curepipe
Mauritius

Tel +230 52581373
Email allgoodltd@hotmail.com

All Good Ltd

Undertakings to the CCM

Undertakings provided by All Good Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 16th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

24th April 2018

Morcellement Senneville
Lees Street
Curepipe
Mauritius

Tel +230 52581373
Email allgoodltd@hotmail.com

All Good Ltd

All Good shall use its best efforts to ensure that the present undertaking is made known to and is understood by all dealers.

3.1 Reporting

All Good shall provide the Commission with a copy of the amended price tag which is in compliance with the Act and these Undertakings as proof that All Good has irrevocably ceased the resale price maintenance;

All Good shall, as from the date of the present undertakings, take all reasonable steps to ensure that all communications, negotiations, arrangements with dealers are properly documented and archived to demonstrate All Good's compliance with the present undertakings and a general understanding amongst dealers of their freedom and ability to fix or otherwise apply their own prices or price levels when reselling All Good's products;

All Good shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4 Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

21/01/18

Hemant VedKumar Ramdewor

Managing Director

Duly authorised for and on behalf of:

All Good Ltd

Morcellement Sonneville
Lees Street
Curepipe
Mauritius

Tel +230 52581373
Email allgoodltd@hotmail.com

All Good Ltd

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaini amnesty, All Good is, by the present, providing undertakings related specifically to the impugned agreement and a restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying t concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

1. Measures proposed as Undertakings

Pursuant to section 63 of the Act, All Good hereby undertakes to apply the following measures by the implementati date in its commercial dealings with all existing dealers involved in the resale of All Good's products such as pa pharmaceutical, para medical products in Mauritius:

3.1 Behavioural Undertakings

a. Where All Good offers products to dealers for resale and affixes a resale price (recommended minimum or fix price) as determined by itself on such products, it shall affix the words 'Recommended Price' next to the price the product in a conspicuous manner and the price shall not be binding on the reseller;

b. All Good shall offer each reseller the flexibility to determine their own individual resale prices to be affixed on t products or the possibility to purchase the products without a resale price pre-affixed on the products;

c Where All Good issues a price list to dealers which contain a resale price (recommended) as determined by Good, it shall state clearly that the resale price is a recommended price, and shall include a clause clearly stati that the recommended price is not binding on resellers and resellers are free to determine their own resale pric

3.2 Information Dissemination

All Good shall take all appropriate measures to ensure that all its internal management, directors, and employe engaged in the sales and marketing of All Good's products with dealers (hereinafter 'commercial employees') are fu aware of and actively implement the present undertakings when designing and/or implementing the commercial pol of All Good vis-à-vis dealers, in line with the provisions of the Act;

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CCM/DS/0030/22

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/004 – Review of Seven Seven Co Ltd RPM Amnesty application'

(CCM/DS/0030/22 – Application for Immunity made by Seven Seven Co Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Seven Seven Co Ltd on 11th May 2018,

Having regard to a report of the Executive Director dated 29th June 2018

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 20th October 2017 made by Seven Seven Co Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Seven Seven Co Ltd on 11th May 2018 (the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on

General Notice No. 176 of 2019

CCM/DS/0030/22

Decision of the Competition Commission

CCM/DS/0030/22
Non-Confidential

Application for Immunity made by Seven Seven Co Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

1.6 Seven Seven Co Ltd trades under the name of [redacted]

1.7 Seven Seven Co Ltd has made an application, in its capacity as reseller, in writing, to the CCM, through its authorised signatory on the 20th October 2017.

1.8 Seven Seven Co Ltd made an application for RPM Amnesty for two (2) conducts namely, for having:

(i) entered into contractual agreements with certain suppliers, [redacted] and [redacted] in which there are clauses on the resale prices of products which may amount to RPM; and

(ii) accepted price lists and ordered upon the price lists of products from [redacted], which price lists stated the resale prices of those products as determined by the suppliers without the words "recommended price" appearing next to the resale prices on the price lists.

iii. The Investigation

1.9 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.10 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.11 The findings of the Executive Director are that –

(a) the reported conducts are likely to amount to RPM conducts in as much as:

(i) The written agreements between [redacted] and [redacted] contain clauses which set out minimum prices to be observed by Seven Seven Co Ltd when reselling the products of [redacted] during promotional offers.

(ii) The written agreement between Seven Seven Co Ltd and [redacted] requires Seven Seven Co Ltd not to sell the products supplied by [redacted] below the

Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Seven Seven Co Ltd is a private company limited by shares incorporated under the laws of Mauritius with Business Registration Number C07040595 and having its registered office at Royal Road Baramia, Rose-Belle and the registered nature of business being, among others, 'General Retailer - Foodstuff (excluding Liquor) and Foodstuff (Foodstuff predominant)'[2]. Seven Seven Co Ltd has 22 supermarkets across Mauritius and is a reseller of consumer goods to end consumers.

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

[2] Information gathered from the website of the Registrar of Companies

(a) The applicant has undertaken that it will inform the suppliers concerned that it is no longer party to the price restriction set out in the agreements to which they are party. This will ensure that the RPM conducts under these agreements and the understanding on those agreements cease. Further, the applicant will either modify or enter into new agreements which do not contain RPM clauses thus ensuring that the applicant as a reseller will be free to determine its own resale prices or promotional prices. The applicant will no longer have to abide by a fixed or minimum price or price level during promotions.

(b) As discussed above, the acceptance of price lists from suppliers with resale prices of products predetermined by them without the words "recommended price" appearing next to the resale prices, may amount to an agreement having the object of imposing a minimum resale price. The applicant has undertaken to inform the suppliers concerned that any predetermined resale prices appearing on the price lists provided by them will be considered to be recommended prices and that the applicant is free to determine its own retail price. This will ensure that the retail price as per the price list is considered to be mere price recommendation and possibilities that the price was construed to be a fixed price cease.

1.13 The Executive Director recommends that the Commission accepts the Undertakings and grant immunity from fines to Seven Seven Co Ltd for its participation in the reported RPM conduct.

III. Legal Framework

1.14 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.15 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.16 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its

wholesale price for promotional offers and may thus establish a minimum price to be observed.

(iii) The written agreement entered into by Seven Seven Co Ltd with [redacted] contains a clause which imposes an obligation on Seven Seven Co Ltd to sell the products of [redacted] at the pre-determined resale prices appearing on the price list communicated by [redacted] to Seven Seven Co Ltd or at a resale price which has been agreed upon by [redacted] in writing, which may establish a fixed resale price or a price level to be observed.

(iv) The written agreement between Seven Seven Co Ltd and [redacted] contain price restrictions according to which, during promotional offers, Seven Seven Co Ltd is under an obligation not to sell the products of [redacted] below the price at which they have been bought from the latter, which may establish a minimum price to be observed.

(v) The price list communicated by [redacted] to Seven Seven Co Ltd contains a clause which establishes a minimum price, to be observed when reselling a particular product, [redacted]

(vi) Seven Seven Co Ltd has accepted price lists provided by its suppliers, namely, [redacted] which contained resale prices of products as pre-determined by them without the words "recommended price" appearing next to the resale prices on the price lists, the acceptance of which may constitute an RPM.

(vii) Seven Seven Co Ltd has provided the CCM with all the information, documents, and evidence available to it regarding the RPM, and as required by the CCM; and

(viii) Seven Seven Co Ltd has maintained a continuous and complete collaboration with the CCM throughout the whole amnesty process.

1.12 The Executive Director has further assessed the Undertakings offered by Seven Seven Co Ltd. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

b. Seven Seven Co Ltd has undertaken to put in place other measures as stated in section 1.12 of this document that would guarantee compliance with the Act.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Seven Seven Co Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Seven Seven Co Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this Decision; and

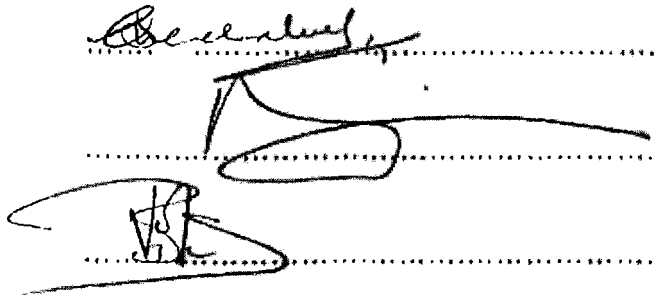
4) We grant immunity from financial penalty to Seven Seven Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)



application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.17 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.18 Having regard to the Application submitted by Seven Seven Co Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Seven Seven Co Ltd, the Commission determines that –

1) Seven Seven Co Ltd has, in its Application, admitted its participation in one or more RPM agreement(s), namely, for having:

(a) entered into contractual agreements with certain suppliers, [redacted] in which there are clauses on the resale prices of products which may amount to RPM; and

(b) accepted price lists and ordered upon the price lists products from [redacted], which price lists stated the resale prices of those products as determined by the suppliers without the words "recommended price" appearing next to the resale prices on the price lists.

2) Seven Seven Co Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by the Seven Seven Co Ltd satisfactorily address the Commission's concerns in so far as -

a. Seven Seven Co Ltd ceases its participation in/terminates all RPM agreements to which it was a party, as reported in its Application; and

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Seven Seven: Seven Seven Co Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Seven Seven Co Ltd;

Act: The Competition Act 2007;

Commission: The Competition Commission established under section 4 of the Competition Act 2007;

Effective date: the date on which the Commission delivers its decision to accept these undertakings;

Full Implementation Date: a maximum period of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

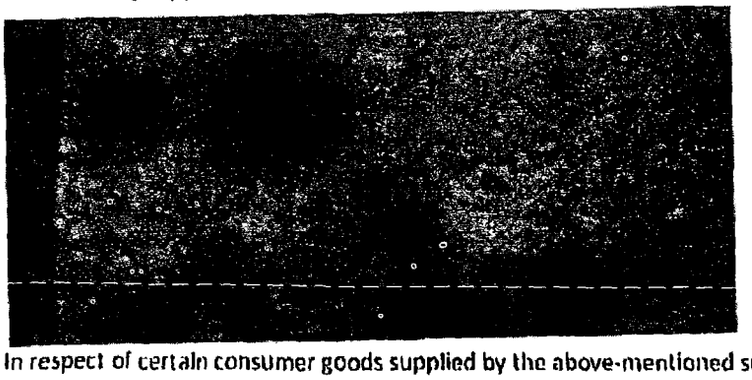
RPM: resale price maintenance.

2. Background:

Seven Seven operates in the retail sector in Mauritius. It has 22 distribution outlets (supermarkets) across Mauritius.

By way of its letter dated 20 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Seven Seven has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance (the 'Application').

The conduct/agreements, in relation to which the application has been made is in relation to the following suppliers:



In respect of certain consumer goods supplied by the above-mentioned suppliers.

Section 43 of the Competition Act 2007(the Act) prohibits and renders void 'any vertical' agreement between enterprises to the extent that it involves resale price maintenance.

Undertakings to the CCM

Undertakings provided by Seven Seven Co Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 20/10/2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[Date of Undertakings]

are fully aware of and actively implement the present undertakings when Seven Seven's pricing policy, in line with the provisions of the Act;

3.3. Reporting

Seven Seven shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers, in relation to undertaking 3.1(a), and a copy of communication to suppliers in relation to undertaking 3.1(b) as proof that Seven Seven has irrevocably ceased the impugned resale price maintenance;

Seven Seven shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate Seven Seven's compliance with the present undertakings when reselling the above-mentioned suppliers' goods or services;

Seven Seven shall, by full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director]

Name: Salaudin Fauze

Position: Director

Duly authorised for and on behalf of:

Seven Seven Co Ltd

Seven Seven has entered into contractual agreements with [redacted] agreements which contained clauses establishing a fixed or minimum price to be observed by Seven Seven for the sales of the goods supplied and thus constituting of an RPM. (Conduct I)

[redacted] have issued price lists to Seven Seven. These price lists set the resale price of the products in the price list without mentioning that the resale price as indicated in the price list is a recommended resale price. This may lead to an understanding that the resale price as indicated in the price list is a fixed price to be observed by the reseller, amounting to RPM. The price list of [redacted] contained a clause which set a minimum price to be observed, amounting to RPM. (Conduct II)

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining amnesty, Seven Seven is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Seven Seven hereby undertakes to apply, by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers in the resale of their respective goods or services in Mauritius:

3.1. Behavioural Undertakings

(a) In relation to Conduct I, Seven Seven shall take the necessary steps required to cease the agreement and in particular, inform the above-referred suppliers that it is no longer party to the price restriction imposed by the agreement and shall enter into new agreements or modify the agreement to remove the RPM clause;

(b) In relation to Conduct II, Seven Seven shall inform the suppliers concerned that any resale price on price lists by the suppliers will be considered to be recommended prices and that Seven Seven is free to determine its own retail price.

Seven Seven shall not, in any manner whatsoever, enter into or likewise facilitate, either explicitly or implicitly, the implementation of any agreement with the above-mentioned suppliers and/ or any other supplier that involves resale price maintenance.

3.2. Information Dissemination

Seven Seven shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services

CCM/DS/0030/23

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/005 – Review of M. Bachoo & Co Ltd RPM Amnesty application'

(CCM/DS/0030/23 – Application for Immunity made by M. Bachoo & Co Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by M. Bachoo & Co Ltd on 08 May 2018,

Having regard to a report of the Executive Director dated 29 June 2018

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 20 October 2017 made by M. Bachoo & Co Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by M. Bachoo & Co Ltd on 08 May 2018 (the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29 June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive

General Notice No. 177 of 2019

CCM/DS/0030/23

Decision of the Competition Commission

CCM/DS/0030/23
Non-Confidential

Application for Immunity made by M. Bachoo & Co Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

(a) Entered into written agreements with [redacted], namely, the *"Protocole D'accord pour l'année 2014"* which contains a clause restricting the ability of M Bachoo & Co Ltd to price the products Sunquick and Devaaya below the purchase price and a clause relating to other products of the supplier on promotions whereby the reseller will abide by the recommended price; and

(b) Entered into written agreements with [redacted], for the years 2014-2017, which contain clauses requiring the reseller to abide by the recommended selling price.

iii. The Investigation

1.8 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.9 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29 June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.10 The findings of the Executive Director are that –

(a) the reported conducts are likely to amount to RPM conducts in as much as:

(i) The written agreement between M. Bachoo & Co Ltd and [redacted] contains a clause which sets outs minimum and fixed prices to be observed by M. Bachoo & Co Ltd when reselling the products of [redacted] on promotion, therefore likely to amount to RPM;

(ii) The written agreement between M. Bachoo & Co Ltd and [redacted] sets out a price restriction in as much as the applicant seems to be under an obligation not to sell the products of [redacted] below the resale price recommended by [redacted] in its price list or at a price agreed upon by both the applicant and the supplier;

(iii) M. Bachoo & Co Ltd has provided the CCM with all the information, documents, and evidence available to it regarding the RPM, and as required by the CCM; and

Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, viz., that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission (CCM) with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 M. Bachoo & Co Ltd is a private company limited by shares incorporated under the laws of Mauritius with Business Registration Number C07010566 and having its registered office at Royal Road, Rivière du Rempart[2].

1.6 It operates a supermarket and is a reseller of consumer goods to end consumers.

1.7 M. Bachoo & Co Ltd made an application for RPM Amnesty for having:

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

[2] Information gathered from the website of the Registrar of Companies

1.14 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.15 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.16 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "all the concerns it has about any prevention, restriction [or] distortion (...) of competition" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.17 Having regard to the Application submitted by M. Bachoo & Co Ltd the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) M. Bachoo & Co Ltd has, in its Application, admitted its participation in one or more RPM agreement(s), as stated below:

   i. Entered into written agreements with [redacted], namely the *"Protocole D'accord pour l'année 2014"* which contains a clause restricting the ability of M Bachoo & Co Ltd to price the products Sunquick and Devaaya below the purchase price and a clause relating to other products of the supplier on promotions whereby the reseller will abide to the recommended price.

   ii. Entered into written agreements with [redacted], for the years 2014-2017, with contain clauses requiring the reseller to abide to the recommended selling price.

2) M. Bachoo & Co Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report; and

3) The Undertakings submitted by M. Bachoo & Co Ltd satisfactorily address the Commission's concerns in so far as the undertakings will

(iv) M. Bachoo & Co Ltd has maintained a continuous and complete collaboration with the CCM throughout the whole amnesty process.

1.11 The Executive Director has further assessed the Undertakings offered by M. Bachoo & Co Ltd. The Executive Director takes the view that the proposed Undertakings satisfactorily addresses the concerns identified in the Report for the following reasons –

(a) The applicant has undertaken that it will inform the suppliers concerned that it is no longer party to the price restriction imposed by the agreements to which they are party. This will ensure that the RPM conducts under these agreements and the understanding on those agreements cease. Further, the applicant will either modify or enter into new agreements which do not contain RPM clauses thus ensuring that the applicant as a reseller will be free to determine its own resale prices or promotional prices. The applicant will no longer have to abide by a fixed or minimum price or price level during and outside promotions.

(b) The implementation of these undertakings will therefore ensure that the applicant is no longer party to the RPM clauses contained in the "Protocole D'accord pour l'année 2014" between the applicant and [redacted] and in the "Commercial deals" concluded with [redacted] in the years 2014, 2015, 2016 and 2017.

(c) The behavioural measures undertaken by M. Bachoo & Co Ltd shall be disseminated to its internal management and commercial employees engaged in the sales and marketing of M. Bachoo & Co Ltd's products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the resellers are in compliance with the Act.

1.12 The Executive Director recommends that the Commission accepts the Undertakings and grant immunity from fines to M. Bachoo & Co Ltd for its participation in the reported RPM conduct.

III. Legal Framework

1.13 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

Undertakings to the CCM

Undertakings provided by M. Bachoo & Co Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 20/10/2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

[Date of Undertakings]

ensure that M. Bachoo & Co Ltd ceases its participation in/terminates all RPM agreements to which it was a party.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by M. Bachoo & Co Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by M. Bachoo & Co Ltd, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this decision; and

4) We grant immunity from financial penalty to M. Bachoo & Co Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner) .....

Mrs. M. B. Rajabally
(Commissioner) .....

Mrs. V. Bikhoo
(Commissioner) .....

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining immunity, M. Bachoo is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested immunity.

3 Measures proposed as Undertakings

Pursuant to section 63 of the Act, M. Bachoo hereby undertakes to apply by the full implementation date, the following measures in its commercial dealings with the above-mentioned suppliers, in the resale of their respective goods or services in Mauritius:

3.1 Behavioural Undertakings

M. Bachoo shall take the necessary steps required to cease the agreement and in particular it shall inform [redacted] and [redacted] that it is no longer party to the price restriction imposed by the agreement and shall enter into new agreements or modify the agreements to remove the RPM clauses;

M. Bachoo shall not, in any manner whatsoever, enter into or likewise facilitate, either explicitly or implicitly, the implementation of any agreement or part of agreements with the above-mentioned suppliers and/or any other supplier that involves resale price maintenance.

3.2. Information Dissemination

M. Bachoo shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the purchase and/or resale of goods and/or services are fully aware of and actively implement the present undertakings when implementing M. Bachoo's pricing policy, in line with the provisions of the Act;

3.3. Reporting

M. Bachoo shall provide the Commission with a copy of any amended agreement governing its commercial relationship with each of the above-mentioned suppliers as proof that M. Bachoo has irrevocably ceased the impugned resale price maintenance;

M. Bachoo shall, as from the effective date, take all reasonable steps to ensure that all communications, negotiations, arrangements with the above-mentioned suppliers are properly documented and archived to demonstrate M. Bachoo's compliance with the present undertakings when reselling the above-mentioned suppliers' goods;

M. Bachoo shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

1. Definition

For the purpose of the present undertakings, the following terms shall have the following meanings:

M. Bachoo: M. Bachoo & Co Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by M. Bachoo & Co Ltd;

Act: The Competition Act 2007;

Commission: The Competition Commission established under section 4 of the Competition Act 2007;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation date: a maximum period of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background

M. Bachoo is a business operating in the retail sector. It operates as a supermarket in the northern part of Mauritius.

By way of its letter dated 20 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), M. Bachoo has made an application for immunity under the CCM Amnesty Programme for Resale Price Maintenance(RPM) (the 'Application').

The conduct/agreements, in relation to which the application has been made concerns the following suppliers:

1. [redacted]
2.

in respect of consumer goods supplied by the above-mentioned suppliers.

Section 43 of the Competition Act 2007 (the Act) prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'.

M. Bachoo has entered into contractual agreements with [redacted] agreements which contained a clause stating "a ne pa vendre en dessous du prix d'achat les Produit mis en promotion". M. Bachoo has also entered into contractual agreement with [redacted], agreements which contained clause stating "we would be most grateful if you could comply with our recommended selling price (including VAT) stated in our price list or at a price agreed by both parties." Such clauses establish a fixed or minimum price to be observed by M. Bachoo for the sales of the goods supplied, thus constituting an RPM.

General Notice No. 178 of 2019

CCM/DS/0030/24

Decision of the Competition Commission

CCM/DS/0030/24

Non-Confidential

Application for Immunity made by Cosmebelle Maurice Ltée under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

4. Entry into Force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

[Signature of Director]

Name: Navin Kumar Bachoo

Position: Director

Duly authorised for and on behalf of:

M Bachoo & Co Ltd

matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission ('CCM') with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 The Applicant, Cosmebelle Maurice Ltée, is a private limited liability company with Business Registration Number C07024388 and has as registered address: 12, Caudan Development Building, Riche Terre. Cosmebelle Maurice Ltée is a supplier of cosmetic products to retailers and pharmacies.

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

CCM/DS/0030/24

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/009 – Review of Cosmebelle Maurice Ltée RPM Amnesty application'

(CCM/DS/0030/24 – Application for Immunity made by Cosmebelle Maurice Ltée under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. D. P. A. Mariette	-	Vice-Chairperson,
Mr. C. Seebaluck	-	Commissioner,
Mrs. M. B. Rajabally	-	Commissioner,
Mrs. V. Bikhoo	-	Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Cosmebelle Maurice Ltée on 27th April 2018,

Having regard to a report of the Executive Director dated 29th June 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 20th October 2017 made by Cosmebelle Maurice Ltée pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Cosmebelle Maurice Ltée on 27th April 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th June 2018 on the matter, the Commission has determined the present

a. Cosmebelle Maurice Ltée will amend its conduct in relation to affixation of prices and where it affixes a resale price as determined by itself on the product, it will affix the words 'recommended price' next to the resale price. It will be ensured that where Cosmebelle Maurice Ltée recommends a fixed or minimum price and that price appears on the product, the wordings "recommended price" will appear next to the price. This will eliminate the possibility of creating an understanding that the price, as affixed, is the final resale price and it will be therefore clear to both resellers and consumers that the price as affixed is merely a price recommendation;

b. Cosmebelle Maurice Ltée will give each reseller the flexibility to determine its own individual resale prices to be affixed on the products or the possibility to purchase the products without a resale price pre-affixed on the products. This will eliminate the risk of RPM by acquiescence; and

c. The behavioural measures undertaken by Cosmebelle Maurice Ltée shall be disseminated to its internal management and commercial employees engaged in the sales and marketing of Cosmebelle Maurice Ltée's products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the resellers are in compliance with the Act.

1.11 Therefore, the Executive Director is of the view that the undertakings will satisfactorily address the competition concerns raised by the reported conduct.

1.12 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.13 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the by the dealer when reselling a product or service to his customers'.

1.14 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty

1.6 Cosmebelle Maurice Ltée has, by way of letter dated 20th October 2017 made an application to the RPM Amnesty Programme. The reported RPM conduct to which Cosmebelle Maurice Ltée has admitted participation essentially involves Cosmebelle Maurice Ltée selling products to dealers with resale prices as determined by itself pre-labelled on the products without the words "recommended price" appearing next to the resale prices.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that:

i. The reported conduct relates to the practice of Cosmebelle Maurice Ltée whereby the resale price as determined by itself appears on the product, without affixing the words 'recommended price'. It may be considered to be a policy of Cosmebelle Maurice Ltée as a supplier to affix on its products a resale price as determined by itself. By accepting the products of the supplier with such a resale price pre-affixed on the products, the reseller/dealer may have acquiesced to the policy of the supplier to pre-affix a resale price on the product as determined by the supplier itself, amounting to an agreement. In turn, that agreement, unless the price as affixed is changed by the reseller/dealer, will establish the resale price of the reseller/dealer, amounting to RPM.

ii. The applicant has provided the CCM with all the information, documents, and evidence available to it regarding the RPM, and as required by the CCM; and

iii. The applicant has maintained a continuous and complete collaboration with the CCM throughout the whole amnesty process.

1.10 The Executive Director has further assessed the Undertakings offered by Cosmebelle Maurice Ltée. The Executive Director takes the view that the proposed Undertakings satisfactorily address the concerns identified in the Report for the following reasons –

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Cosmebelle Maurice Ltée satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Cosmebelle Maurice Ltée, which are being published as per section 63(4) of the Act (see Annex);

3) The Undertakings shall be effective as from the date of this Decision.

4) We grant immunity from financial penalty to Cosmebelle Maurice Ltée pursuant to section 59(7) of the Act for the Reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. D. P. A. Mariette
(Vice-Chairperson)

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)

if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.15 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.16 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

1.17 Having regard to the Application submitted by Cosmebelle Maurice Ltée, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Cosmebelle Maurice Ltée has, in its Application, admitted its participation in one or more RPM agreement(s) *viz* having sold products to dealers with resale prices as determined by itself pre-labelled without the words "recommended prices" appearing next to the resale prices.

2) Cosmebelle Maurice Ltée has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by Cosmebelle Maurice Ltée satisfactorily address the Commission's concerns in so far as –

a. It will ensure that Cosmebelle Maurice Ltée ceases its participation in all reported RPM agreements to which it was a party; and

b. The undertakings will ensure that the reported conduct is modified such that where the supplier recommends a resale price it is made clear to the reseller that such price is simply a price recommendation.

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Cosmebelle: Cosmebelle Maurice Ltée and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Cosmebelle;

Act: the Competition Act 2007

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Dealer: any reseller, retailer, or other entity involved in the resale of Cosmebelle's goods in Mauritius;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full Implementation Date: a maximum period of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance

2. Background:

Cosmebelle is a supplier of cosmetics products in Mauritius. It supplies cosmetic products to resellers for resale.

By its letter dated 20 October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Cosmebelle has made an application for immunity under the CCM Amnesty Programme for Resale Price Maintenance (RPM) (the 'Application').

The conduct in relation to which the application has been made is the sale of cosmetic products by Cosmebelle in Mauritius with resale prices as determined by Cosmebelle pre-labelled on the products without the words "recommended price" appearing next to the resale prices, which may amount to RPM, in breach of Act.

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

The practice of Cosmebelle to sell its products to resellers with a resale price as determined by itself pre-affixed on the products, without the terms 'recommended price' appearing next

Undertakings to the CCM

Undertakings provided by Cosmebelle Maurice Ltée to the Competition Commission

Pursuant to an Application for Amnesty dated 20th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

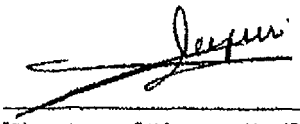
[Date of Undertakings] 27 Avril 2018

Cosmebelle shall, as from the date of the present undertakings, take all reasonable steps to ensure that all communications, negotiations, arrangements with dealers are properly documented and archived to demonstrate Cosmebelle's compliance with the present undertakings and a general understanding among dealers of their freedom and ability to fix or otherwise apply their own prices or price levels when reselling Cosmebelle's products;

Cosmebelle shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.



[Signature of Director No 1]

Name: DUPUIS JEAN LOUIS

Position: Chairman

Duly authorised for and on behalf of:

Cosmebelle Maurice Ltée

[Signature of Director No 2]

Name: _____

Position: _____

Duly authorised for and on behalf of:

Cosmebelle Maurice Ltée

to the resale price and the acceptance of such products by resellers may constitute an RPM within the meaning of the Act.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017), for the purpose of obtaining RPM Amnesty, Cosmebelle is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Act with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Cosmebelle hereby undertakes to apply the following measures within the full implementation date in its commercial dealings with all resellers involved in the resale of Cosmebelle's cosmetic products in Mauritius:

3.1. Behavioural Undertakings

a. Where Cosmebelle offers products to dealers for resale and affixes a resale price (minimum or recommended) as determined by itself on such products it shall affix the words 'recommended price' next to the price on the product in a conspicuous manner and such price shall not be binding on the reseller; and

b. Cosmebelle shall give each reseller either the flexibility to determine its own individual resale prices to be affixed on the products or the possibility to purchase the products without a resale price pre-affixed on the products.

3.2. Information Dissemination

Cosmebelle shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the sales and marketing of Cosmebelle's products with dealers (hereinafter 'commercial employees') are fully aware of and actively implement the present undertakings when designing and/or implementing the commercial policy of Cosmebelle vis-à-vis dealers, in line with the provisions of the Act;

Cosmebelle shall use its best efforts to ensure that the present undertakings are made known to and are understood by all dealers.

3.3. Reporting

Cosmebelle shall provide the Commission with a copy of the amended price tag which is in compliance with the Act and these Undertakings as proof that Cosmebelle has irrevocably ceased the impugned resale price maintenance;

CCM/DS/0030/25

Decision of the Commissioners of the Competition Commission of 12 December 2018

relating to a proceeding under section 59(7) of the Competition Act 2007 further to a Report of the Executive Director on the matter referred to as 'INV042/RPM/010– Review of Innodis Ltd RPM Amnesty application'

(CCM/DS/0030/25 – Application for Immunity made by Innodis Ltd under the Competition Commission's Amnesty Programme for Resale Price Maintenance)

THE COMMISSION

Mr. C. Seebaluck - Commissioner (Chairperson),

Mrs. M. B. Rajabally - Commissioner,

Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of CCM3 Guidelines on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

Having regard to the undertakings offered by Innodis Ltd on 23rd April 2018,

Having regard to a report of the Executive Director dated 29th May 2018,

WHEREAS:

I. Introduction

1.1 This Decision relates to an application for immunity dated 18th October 2017 made by Innodis Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings have been offered to the Commission by Innodis Ltd on 23rd April 2018 ('the Undertakings').

1.2 Having taken cognizance of a report of the Executive Director dated 29th May 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Act, the conditions prescribed under paragraph 5.6A of CCM3 Guidelines on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Competition Act 2007 (the 'Act').

General Notice No. 179 of 2019

CCM/DS/0030/25

Decision of the Competition Commission

CCM/DS/0030/25
Non-Confidential

Application for Immunity made by Innodis Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

12 December 2018

(i) For having sold products to dealers with resale prices as determined by itself pre-labelled on the products without the words "recommended price" appearing next to the resale prices; and

(j) For having issued price lists to its dealers with a column "RSP" which could have been interpreted as a 'Retail Selling Price' instead of 'Recommended Selling Price', which may amount to RPM. Innodis Ltd did not make it clear to its dealers that such prices are merely recommended prices.

iii. The Investigation

1.7 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.

1.8 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29th May 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

1.9 The Executive Director's findings are that:

i. The first conduct relates to the practice of Innodis Ltd to sell certain products with resale prices (as determined by itself) affixed on the products without making it clear that the price determined and affixed on the product is a 'recommended price'. It may be a policy of Innodis Ltd, as a supplier, to affix on its products a resale price as determined by itself. By accepting the products of the supplier with such a resale price pre-affixed on the products, the reseller/dealer may have acquiesced to the policy of the supplier to pre-affix a resale price on the product as determined by the supplier itself amounting to an agreement. In turn, that agreement, unless the price as affixed is changed by the reseller/dealer, will establish the resale price of the reseller/dealer, amounting to RPM.

ii. The second conduct for which amnesty has been sought by Innodis Ltd relates to price lists sent by Innodis Ltd with the resale price of the products. The fact that the dealers may have continuously acquiesced to the prices affixed on the labels and have ordered as per the price lists without any protest may amount to acquiescence on the retail price by the applicant. This acquiescence on the part of the dealers to the pricing policy of Innodis Ltd may thus constitute an agreement between Innodis Ltd and its dealers on the normal resale price of the mentioned products.

CCM/DS/0030/25

II. Background

i. Competition Commission's RPM Amnesty Programme

1.3 Pursuant to section 59 of the Competition Act 2007 (the 'Act'), the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05th June 2017 until 20th October 2017 inclusively[1], the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waving the restriction at paragraph 5.3 of CCM3 Guidelines on Collusive Agreements, *viz.*, that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').

1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -

i. admits its participation in an agreement involving RPM,

ii. provides the Competition Commission ('CCM') with all the information, documents and evidence available to it regarding the RPM, and as required by the CCM,

iii. maintains continuous and complete co-operation until the conclusion of any action by the CCM in relation to the matter, and

iv. offers undertakings that satisfactorily address the competition concerns of the CCM.

ii. The Applicant and the Application

1.5 Founded in 1973, Innodis Ltd is a publicly listed company with Business Registration Number C06002174. Innodis Ltd is involved in food and non-food production and distribution in Mauritius. The food products distributed range from dairy and milk products, margarine, poultry, meat, fish and seafood and other foods. Innodis Ltd supplies its products to more than 5,700 outlets consisting of hypermarkets, supermarkets, corner shops, food chains and hotels across the country.

1.6 The application for amnesty was made on 18th October 2017 by Innodis Ltd for the following conducts, namely:

[1] The Commission had extended the validity of the RPM Amnesty (CCM 3 Guidelines - Amended 3rd October 2017) from 05th October 2017 to 20th October 2017.

d. The behavioural measures undertaken by Innodis Ltd shall be disseminated to its internal management and commercial employees engaged in the sales and marketing of Innodis Ltd's products, thereby minimizing risks of RPM conduct being promoted by employees and ensuring that commercial dealings with the resellers are in compliance with the Act.

1.11 Therefore, it appears that the undertakings offered will satisfactorily address the competition concerns as per the reported conducts.

1.12 The Executive Director recommends that the Commission accept the Undertakings and grant immunity from fines to the Applicant for its participation in the reported RPM conduct.

III. Legal Framework

1.13 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.

1.14 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.

1.15 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CCM on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.

1.16 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

iii. The Executive Director understood from information provided in the application that both conducts were present at the time of the Act came into force, that is, since the year 2009. The applicant stated that the conducts have been remedied in or about March 2017.

iv. The applicant has provided the CCM with all the information, documents, and evidence available to it regarding the RPM, and as required by the CCM; and

v. The applicant has maintained a continuous and complete collaboration with the CCM throughout the whole amnesty process.

1.10 The Executive Director has further assessed the Undertakings offered by Innodis Ltd. The Executive Director takes the view that the proposed Undertakings satisfactorily address the concerns identified in the Report for the following reasons –

a. Innodis Ltd will amend its conduct regarding the affixation of resale prices and where it affixes a resale price as determined by itself on the product, it will affix the words 'recommended price' next to the resale price. Through the above-mentioned measures proposed to be taken by Innodis Ltd, it will be ensured that where Innodis Ltd recommends a fixed or minimum price and that price appears on the product, the wordings 'recommended price' will appear next to the price. This will eliminate the possibility of creating an understanding that the price as affixed is the final (fixed) resale price and it will be therefore clear to both dealers and consumers that the price as affixed is merely a price recommendation.

b. Furthermore, Innodis Ltd will offer the possibility to dealers to affix their own prices on the products or to purchase products without any price affixed on it, giving further flexibility for dealers to determine their individual resale prices.

c. Innodis Ltd has undertaken that where it issues a price list to dealers which contain a resale price (recommended) as determined by Innodis Ltd, it shall state clearly that the resale price is a recommended price, and shall include a clause clearly stating that the recommended price is not binding on resellers and resellers are free to determine their own resale price. By so doing, it will be made clear to dealers that the retail price in the invoice is just a price recommendation and they are free to deviate from that price. This will be further reinforced by the clause in the invoice making clear that the retail price is not binding and that dealers are free to determine their own resale prices.

3) The Undertakings shall be effective as from the date of this Decision.

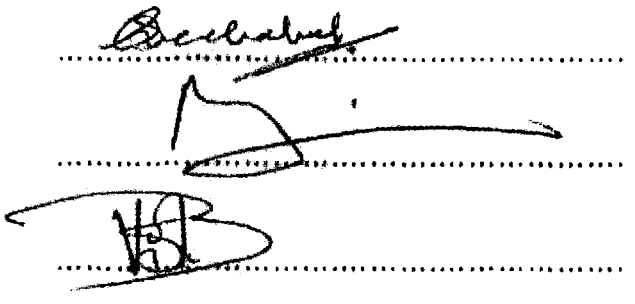
4) We grant immunity from financial penalty to Innodis Ltd pursuant to section 59(7) of the Act for the reported RPM conduct.

Done at Port-Louis this 12 December 2018.

Mr. C. Seebaluck
(Commissioner)

Mrs. M. B. Rajabally
(Commissioner)

Mrs. V. Bikhoo
(Commissioner)



1.17 Having regard to the Application submitted by Innodis Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –

1) Innodis Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) viz

   (i) Having sold products to dealers with resale prices as determined and pre-labelled without the words "recommended price" appearing next to the resale prices;

   (ii) Having issued price lists to its dealers which make mention of 'RSP' which could have been interpreted as a 'Retail Selling Price' instead of 'Recommended Selling Price', which may amount to RPM. Innodis Ltd did not make it clear to its dealers that such prices are merely recommended prices.

2) Innodis Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CCM 3 Guidelines, as stated in the Report;

3) The Undertakings submitted by Innodis Ltd satisfactorily address the Commission's concerns in so far as –

   a. It will ensure that Innodis Ltd ceases its participation in all reported RPM agreements to which it was a party;

   b. The undertakings will ensure that the reported conducts are modified such that where the supplier recommends a resale price, it is made clear to the reseller that such price is simply a price recommendation.

V. Decision

NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

1) We accept that the Application made by Innodis Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CCM 3 Guidelines on Collusive Agreements;

2) We accept the Undertakings offered by Innodis Ltd, which are being published as per section 63(4) of the Act (see Annex);

1. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meanings:

Innodis: Innodis Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Innodis Ltd;

Act: the Competition Act 2007;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Dealer: any distributor, reseller, retailer, or other entity involved in the resale of Innodis Ltd's goods or services in Mauritius;

Effective Date: the date on which the Commission delivers its decision to accept these Undertakings;

Full implementation date: a maximum period of three (3) months as from the effective date;

Resale price maintenance: means an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers;

RPM: resale price maintenance.

2. Background:

Innodis is a publicly listed company founded in 1973, and is involved in food and non-food production and distribution in Mauritius. The food products distributed range from dairy and milk products, margarine, poultry, meat, fish and seafood and other foods.

By its letter dated 18th October 2017 addressed to the Competition Commission and pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Innodis has made an application for amnesty under the CCM Amnesty Programme for Resale Price Maintenance ('RPM') (the 'Application').

The conduct for which RPM Amnesty has been sought is in relation to seafood, meat and poultry products with variable weights of various brands such as 'Prodigal', 'Le Poulet Fermier', 'Carmen', 'Premier' and 'Marina' and has involved/involves the following conducts:

(i) Not affixing the words 'recommended price' next to prices as determined by Innodis and which are affixed on certain products;
(ii) Innodis issued price lists to its dealers which had a column entitled 'RSP' which could have been interpreted as a 'Retail Selling Price', instead of 'Recommended Selling Price';
which may amount to RPM in breach of the Act.

Section 43 of the Act prohibits resale price maintenance and section 43(3) of the Act provides that 'where a supplier or producer has recommended a minimum resale price to a

Undertakings to the CCM

Undertakings provided by Innodis Ltd to the Competition Commission

Pursuant to an Application for Amnesty dated 18th October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

23 April 2018

www.innodis-group.com

3.3. Reporting

Innodis shall provide the Commission with a copy of the amended price tag and price list, which is in compliance with the Act and these Undertakings as proof that Innodis has irrevocably ceased the impugned resale price maintenance;

Innodis shall, as from the date of the present undertakings, take all reasonable steps to ensure that all communications, negotiations, arrangements with dealers are properly documented and archived to demonstrate Innodis's compliance with the present undertakings and a general understanding among dealers of their freedom and ability to fix or otherwise apply their own prices or price levels when reselling Innodis's products;

Innodis shall, by the full implementation date, submit a written report to the Commission detailing the implementation of this undertaking.

4. Entry into force

These undertakings shall be effective as from the date it is accepted by the Commission in the form of a decision of the Commission and shall be fully implemented by full implementation date.

Jean-Pierre Lim Kong
Chief Executive Officer

Duly authorised for and on behalf of:
Innodis Ltd

Sonny Wong Lun Sang
General Manager - Commercial

Duly authorised for and on behalf of:
Innodis Ltd

reseller of goods and the resale price appears on the goods, the words 'recommended price' shall appear next to the resale price.'

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining amnesty, Innodis is, by the present, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested amnesty.

3. Measures proposed as Undertakings

Pursuant to section 63 of the Act, Innodis hereby undertakes to apply the following measures by the full implementation date in its commercial dealings with all existing dealers involved in the resale of Innodis's products in Mauritius:

3.1. Behavioural Undertakings

a. Where Innodis offers products to dealers for resale and affixes a resale price (recommended minimum or fixed price) as determined by itself on such products, it shall affix the words 'Recommended Price' next to the price on the product in a conspicuous manner and such pricing shall not be binding on the resellers;

b. Innodis shall offer each reseller the flexibility to determine their own individual resale prices to be affixed on the products or the possibility to purchase the products without a resale price pre-affixed on the product;

c. Where Innodis issues a price list to dealers which contain a resale price (recommended) as determined by Innodis, it shall state clearly that the resale price is a recommended price, and shall include a clause clearly stating that the recommended price is not binding on resellers and resellers are free to determine their own resale prices.

3.2. Information Dissemination

Innodis shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the sales and marketing of Innodis's products with dealers (hereinafter 'commercial employees') are fully aware of and actively implement the present undertakings when designing and/or implementing the commercial policy of Innodis Ltd vis-à-vis dealers, in line with the provisions of the Act;

Innodis shall use its best efforts to ensure that the present undertaking is made known to and is understood by all dealers.

NATIONAL TRANSPORT AUTHORITY — *continued*

S.N	Licence No	Name of Applicant	Weight of Vehicle	Base of Operation	Description of goods
83	NTA/PUB/A/LC/19259	SUROOWAN Swarsatee	1715JU96 6000Kg GV	La Marie, Vacoas	General Goods
84	NTA/PUB/A/LC/19260	Mauritius Freeport Development Company Limited	870EZ12 15980Kg GV	Freeport Zone 5, Mer Rouge, Port-Louis	General Goods
85	NTA/PUB/A/LC/19261	Mauritius Freeport Development Company Limited	868EZ12 15980Kg GV	Freeport Zone 5, Mer Rouge, Port-Louis	General Goods
86	NTA/PUB/A/LC/19262	SAS Transport Co Ltd	NYP 35500Kg GV	Ayodhia Road, Cottage, Mapou	General Goods + Container
87	NTA/PUB/A/LC/19263	CAULEECHURN Toolsy	NYP 3500Kg GV	Vingta No 3, Vacoas	General Goods

Applications for Public Service Vehicle (Taxi) License, on transfer, to operate from Radison Blue Azuri Resort & Spa – Haute Rive

S.N	Ref No.	Name	BOP	Vehicle No.
3.	38194/C	RUGHOOBUR Ajay Kumar	Bois Jacquot	2568CZ14
2.	43139/C	BOOJHAWOONAH Naushad	Schoenfeld Rd, Riviere du Rempart	3413BZ14

General Notice No. 180 of 2019

NATIONAL TRANSPORT AUTHORITY

Notice is hereby given that the following applications have been received by the Authority and the Authority will shortly hear the said applications.

APPLICATION FOR PUBLIC 'A' CARRIER'S LICENCE

S.N	Licence No	Name of Applicant	Weight of Vehicle	Base of Operation	Description of goods
73	NTA/PUB/A/LC/19249	B.Oozeer Contracting Ltd	NYP 2500Kg GV	Henri Robert Street, Forest Side	General Goods
74	NTA/PUB/A/LC/19250	B.Oozeer Contracting Ltd	NYP 2500Kg GV	Henri Robert Street, Forest Side	General Goods
75	NTA/PUB/A/LC/19251	HENRAGE Radiswar	NYP 13500Kg GV	Royal Road, Valetta	General Goods
76	NTA/PUB/A/LC/19252	N-Haulage ltd	NYP 32000Kg GV	53, Rue Audrine, Petit Verger, Pointe aux Sables	General Goods
77	NTA/PUB/A/LC/19253	SEEBURRUN Yogandradeo Dharmesh	NYP 4200Kg GV	Royal Road, Camp Thorel	General Goods
78	NTA/PUB/A/LC/19254	MEEHEELAUL Shanee	NYP 6065Kg GV	Cemetery Road, Amaury, Belle Vue Maurel	General Goods
79	NTA/PUB/A/LC/19255	Kyson Tech Ltd	NYP 18000Kg GV	Tres Bon No1, Vacoas	Waste
80	NTA/PUB/A/LC/19256	Kyson Waste Water Ltd	NYP 16300Kg GV	Tres Bon No1, Vacoas	Effluent
81	NTA/PUB/A/LC/19257	Seeneevassen Veerapen Contractor Ltd	NYP 5700Kg GV	Morc Blue Print Circonstance, St Pierre	General Goods
82	NTA/PUB/A/LC/19258	DULTHUMMON Nischal	NYP 6000Kg GV	Forbach Branch Road, Poudre D'or Hamlet	General Goods

General Notice No. 181 of 2019

TRADEMARK NOTICES

Data Identification Codes

The data identification codes appearing in the tables below are WIPO standards and are known as Internationally recognised Numbers for the Identification of Data (INID) Codes.

NID Codes For Marks

Code	Interpretation	Code	Interpretation	Code	Interpretation
(310)	Application Number	(151)	Registration Date	(111)	Registration Number
(320)	Filing Date	(511)	Nice Classification	(730)	Applicant's Name & Address
(330)	Priority Data	(540)	Description of the Mark	(740)	Representative's Name & Address

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002

(Regulation 38)

Notice is hereby given that the following marks have been accepted under Section 38 of the Patents, Industrial Design &Trademarks Act 2002:-

(310) MU/M/2018/28165 **(320)** 24/10/2018
(730) ALPHAMUNDI GROUP LIMITED
(730) Avenue du Bouchet 17, 1209 Genève Switzerland
(740) André Robert, Senior Attorney
No. 8, Georges Guibert Street, Port-Louis
(511) 35 and 36
(540) **AlphaJiri & Logo**

(310) 24406/2017 **(320)** 13/01/2017
(730) CAPE OIL & MARGARINE (PTY) LTD
266 Ohrtmann Road, Willowton, Pietermaritzburg, Kwa Zulu Natal, 3201, South Africa
(740) Mr Pravin Barthia,Trademark Agent, ENSafrica (Mauritius)
19 Church Street, Port-Louis,
(511) (29)
(540)

CROWN

(310) 27659/2018 **(320)** 31/07/2018
(330) 017759796 31/01/2018 EU
(730) GAMING LABORATORIES INTERNATIONAL, LLC
600 Airport Road, Lakewood, New Jersey 08701, U.S.A.
(740) Dave Boolauky, Attorney at Law
Suite 620, 6th Floor, St. James Court, St. Denis Street, Port Louis
(511) (9, 35, 41, 42 and 45)
(540)

GLI

(310) 27447/2018 **(320)** 04/07/2018
(730) MONTEGO PET NUTRITION (PTY) LTD
2 Bresler Street, Graaff Reinet, South Africa
(740) Mary Anne Philips, Attorney-at-Law, Etude Philips International Ltd
Room 310, St. James Court, St. Denis Street, Port-Louis
(511) (31)
(540) **CLASSIC logo (black & white)**

NATIONAL TRANSPORT AUTHORITY — *continued*

APPLICATION FOR TRANSFER OF PUBLIC SERVICE VEHICLE (CONTRACT CAR) LICENCE

S.N	REF NO	NAME OF APPLICANT	VEHICLE NUMBER	BASE OF OPERATION
2	24306/D-3/D	From: Prestige Rental Ltd	**7296AG17**	From: Avenue des Cardineaux, Flic en Flac To: Kinoo Square 2, No 4 Dr Joseph Riviere Street, Port-Louis

Any person legally entitled to do so may set out his/her objection/s or other representation/s together with his/her name and address and must give the reasons thereof in writing so that these may reach the ***Secretary to the Board, National Transport Authority, MSI Building, Royal Road, Cassis, Port Louis*** not later than on the ***seventh day*** of publication of this notice, in the Government Gazette. Any objection, that reaches the Secretary to the Board after the prescribed time limit will not be entertained.

MSI Building
Les Cassis
Port Louis
12 February 2019

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

(310) 28451/2018 **(320)** 11/12/2018
(730) FAES FARMA, S.A.
Avenida Autonomía 10, 48940 Leioa (Bizkaia), Spain
(740) André Robert, Senior Attorney
No 8, Georges Guibert Street, Port-Louis
(511) (5)
(540) **TOCIMEX**

(310) 28469/2018 **(320)** 14/12/2018
(730) Ipsen Biopharm Limited
Ash Road, Wrexham Industrial Estate, Wrexham LL13 9UF, UNITED KINGDOM
(740) Me. Vashish BHUGOO, Attorney at law
8th Floor, Astor Court, Block B, Georges Guibert Street, Port-Louis
(511) (5)
(540) **ONIVYDE**

(310) 28499/2018 **(320)** 19/12/2018
(730) Adcock Ingram Intellectual Property (Proprietary) Limited
1 New Road, Corner of New Road & 7th Street, Midrand, Gauteng, South Africa
(740) André Robert, Senior Attorney
No 8, Georges Guibert Street, Port-Louis
(511) (5)
(540) **MOMAGEX**

(310) 28514/2018 **(320)** 21/12/2018
(730) DSM IP Assets B.V.
Het Overloon 1, 6411 TE, HEERLEN Netherlands
(740) André Robert, Senior Attorney
No. 8, Georges Guibert Street, Port Louis
(511) (5)
(540) **OPTISHARP**

(310) 28551/2019 **(320)** 07/01/2019
(730) ALL FRESH LTD
Rue St Antoine, Camp Fouqueraux, Phoenix, Republic of Mauritius
(740) Anisha Jaddoo, Attorney at Law
24, Lislet Geoffroy Street, Port Louis
(511) (30 and 31)
(540) **All Fresh and Logo - We care to serve you fresh & logo**

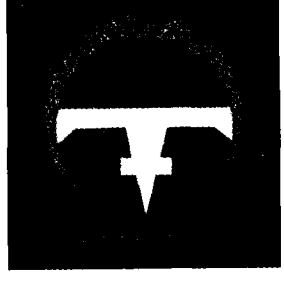
(310) 28565/2019 **(320)** 09/01/2019
(330) 2018-123536 01/10/2018 JP
(730) KABUSHIKI KAISHA KOBE SEIKO SHO trading also as KOBE STEEL, LTD.
2-4, Wakinohama-Kaigandori 2-chome, Chuo-ku, Kobe-shi, Hyogo 651-8585, Japan
(740) André Robert, Senior Attorney
8 Georges Guibert Street, Port Louis
(511) (37)
(540) **KOBELCO Logo**

KOBELCO

(310) 28566/2019 **(320)** 09/01/2019
(330) 2018-118129 18/09/2018 JP and 2018-118130 18/09/2018 JP
(730) KABUSHIKI KAISHA KOBE SEIKO SHO trading also as KOBE STEEL, LTD.
2-4, Wakinohama-Kaigandori 2-chome, Chuo-ku, Kobe-shi, Hyogo 651-8585, Japan
(740) André Robert, Senior Attorney
8 Georges Guibert Street, Port Louis
(511) (35, 40 and 42)
(540) **KOBELCO Logo**

KOBELCO

(310) 28637/2019 **(320)** 22/01/2019
(730) Tinkory Muhammad Fawwaz
Route Bonnefin, Pailles, Republic of Mauritius
(511) (25 and 35)
(540) **One & Time (and logo)**



PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

(310) 27546/2018 **(320)** 13/07/2018
(730) LABORATOIRES DE BIOLOGIE VEGETALE YVES ROCHER
La Croix des Archers, 56200 La Gacilly, France
(740) Mary Anne Philips, Attorney-at-Law, Etude Philips International Ltd, Suite 310, St. James Court, St. Denis Street, Port-Louis
(511) (3)
(540) **YVES ROCHER LIFTING VEGETAL & Device**

YVES ROCHER

LIFTING VEGETAL

(310) 27446/2018 **(320)** 04/07/2018
(730) MONTEGO PET NUTRITION (PTY) LTD
2 Bresler Street, Graaff Reinet, South Africa
(740) Mary Anne Philips, Attorney-at-Law, Etude Philips International Ltd
Room 310, St. James Court, St. Denis Street, Port-Louis
(511) (31)
(540) **MONTEGO PET NUTRITION logo (black & white)**

Montego
Pet Nutrition
WHOLESOME GOODNESS

(310) 27758/2018 **(320)** 21/08/2018
(730) THANH THANH CONG INVESTMENT JOINT STOCK COMPANY
62 Tran Huy Lieu Street, Ward 12, Phu Nhuan District, Ho Chi Minh City, Vietnam, Viet Nam
(740) Mary Anne Philips, Attorney-at-Law
Etude Philips International Ltd, Suite 310, St James Court, St Denis Street, Port-Louis
(511) (29 and 32)
(540) **COCO Xim & DEVICE**

COCO
Xim

(310) 28232/2018 **(320)** 01/11/2018
(730) First Data Corporation
5565 Glenridge Connector, NE, Suite 2000, Atlanta, Georgia 30342 U.S.A.
(740) Eversheds (Mauritius) Ltd
Suite 310, 3rd Floor, Barkly Wharf, Le Caudan Waterfront, Port-Louis
(511) (36)
(540)

FIRST DATA

(310) 28315/2018 **(320)** 20/11/2018
(730) IBL LTD
IBL House, Caudan Waterfront, Caudan, Port Louis, Republic of Mauritius
(740) R.C. Payen, Trademark Agent
IBL Ltd, Trademarks Dept., 10, Dr Ferrière Street, Port-Louis
(511) (36)
(540)

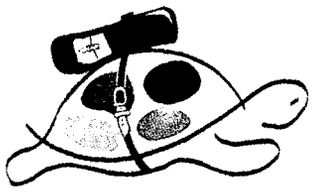
EAGLE INSURANCE

(310) 28424/2018 **(320)** 07/12/2018
(730) ZEBRA ARK LIMITED
BON AIR, MOKA 80805, Republic of Mauritius
(511) (3, 5 and 35)
(540) **ZEBRA ARK & LOGO**

ZEBRA·ARK

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

(310) 28671/2019 **(320)** 24/01/2019
(730) Mervin Sandiren Punthen
39, Royal Road, Beau Bassin,
Republic of Mauritius
(740) Me Vandana Munisami, Barrister-at-Law
Global Intellectual Property Focus, Law Firm,
Ebene Junction, Unit 016, Rue de la
Democratie, Ebene 72203
(511) (35 and 41)
(540) **Tortoise device with a backpack, all in black and white**



(310) 28672/2019 **(320)** 24/01/2019
(730) National Insurance Co. Ltd
NIC Centre, 217 Royal Road, Curepipe,
Republic of Mauritius
(511) (35 and 36)
(540) **NIC EDULOAN (and logo)**

EDULOAN
to help you succeed in life

NIC EDULOAN

(310) 28673/2019 **(320)** 24/01/2019
(730) INNOVAGRI LIMITED
St. Aubin, Riviere des Anguilles,
Republic of Mauritius
(740) RAMSAGUR SHAILENDR, Barrister at Law
Riesling Legal Services Ltd, Suite 404
Chancery House, Lislet Geoffroy Street, Port Louis
(511) (12)
(540)

DEUTZ-FAHR

(310) 28674/2019 **(320)** 24/01/2019
(730) Aneerao PANDOO
Manick Lane, Palma, Quatre Bornes,
Republic of Mauritius
(511) (25 and 35)
(540) **Señorita logo**

(310) 28675/2019 **(320)** 24/01/2019
(730) Monviso Trading DMCC
Unit No. 30-01-1072, Floor No. 1, Bldg. No. 3,
Plot No. 550-554, J&G, DMCC, Dubai,
U.Arab Emirates
(740) André Robert, Senior Attorney
No. 8, Georges Guibert Street, Port-Louis
(511) (32)
(540) **Monviso ITALIAN NATURAL MINERAL WATER in English and Arabic Logo and Device in Black and White**

-

(310) 28676/2019 **(320)** 24/01/2019
(730) TOYOTA JIDOSHA KABUSHIKI KAISHA
(also trading as TOYOTA MOTOR CORPORATION)
1, Toyota-cho, Toyota-shi, Aichi-ken, Japan
(740) André Robert, Senior Attorney
No. 8, Georges Guibert Street, Port Louis
(511) (12)
(540)

COROLLA CROSS

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

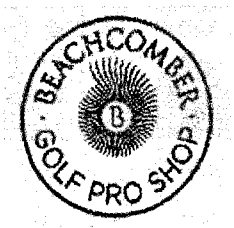
(310) 28638/2019 **(320)** 22/01/2019
(730) New Mauritius Hotels Limited
Beachcomber House, Botanical Garden Street, Curepipe, Republic of Mauritius
(740) Étude Guy Rivalland
7th Floor, Chancery House, Lislet Geoffroy Street, Port-Louis
(511) (35, 39, 41 and 43)
(540)

PARADIS BEACHCOMBER

(310) 28640/2019 **(320)** 22/01/2019
(730) New Mauritius Hotels Limited
Beachcomber House, Botanical Garden Street, Curepipe, Republic of Mauritius
(740) Étude Guy Rivalland
7th Floor, Chancery House, Lislet Geoffroy Street, Port-Louis
(511) (35, 39, 41 and 43)
(540)

SHANDRANI BEACHCOMBER

(310) 28641/2019 **(320)** 22/01/2019
(730) New Mauritius Hotels Limited
Beachcomber House, Botanical Garden Street, Curepipe, Republic of Mauritius
(740) Étude Guy Rivalland
7th Floor, Chancery House, Lislet Geoffroy Street, Port-Louis
(511) (18, 25, 28 and 35)
(540) **GOLF PRO SHOP BEACHCOMBER (logo and word)**



(310) 28642/2019 **(320)** 22/01/2019
(730) New Mauritius Hotels Limited
Beachcomber House, Botanical Garden Street, Curepipe, Republic of Mauritius
(740) Étude Guy Rivalland, Attorneys-at-Law,
7th Floor, Chancery House, Lislet Geoffroy Street, Port-Louis
(511) (35 and 41)
(540)

URTB

(310) 28643/2019 **(320)** 22/01/2019
(730) New Mauritius Hotels Limited
Beachcomber House, Botanical Garden Street, Curepipe, Republic of Mauritius
(740) Étude Guy Rivalland, Attorneys-at-Law,
7th Floor, Chancery House, Lislet Geoffroy Street, Port-Louis
(511) (35 and 41)
(540)

MTB

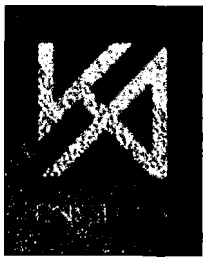
(310) 28664/2019 **(320)** 23/01/2019
(730) Arma Ltd
Level 5, tower III, Nexteracom tower, Cybercity, Ebene, Republic of Mauritius
(740) Kashish International Limited
16, Autruches Avenue, Quatre Bornes
(511) (29)
(540) **Arma in Latin & Arabic Characters with Device in Colour**

Arma

آرما

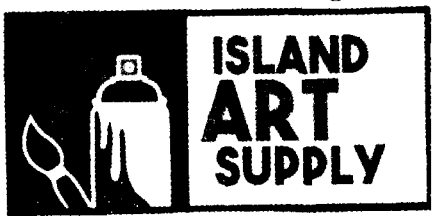
PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

(310) 28697/2019 **(320)** 29/01/2019
(730) ACCELERIS LTD
Dowlut Lane 1, Phoenix,
Republic of Mauritius
(511) (35 and 36)
(540) **TINSELCITY & LOGO**



(310) 28710/2019 **(320)** 31/01/2019
(730) Akshai Luximon and Varshinee Govind
Ramjuttun Road, Baie du Cap, Republic of
Mauritius and NHDC Geoffroy, Bambous,
Republic of Mauritius
(511) (25 and 35)
(540) **21st Century Closet - Fashion is Passion (and logo)**

(310) 28704/2019 **(320)** 30/01/2019
(730) GROS CALIN LTEE
Royal Road, Petite Rivière,
Republic of Mauritius
(511) (2 and 16)
(540) **ISLAND ART SUPPLY & Logo**



(310) 28699/2019 **(320)** 29/01/2019
(730) Itineris Ltd
18, Edith Cavell Street, Port Louis,
Republic of Mauritius
(511) (18, 35, 39 and 41)
(540) **pinkmango & logo**

(310) 28713/2019 **(320)** 31/01/2019
(730) PARMALAT SA (PTY) LTD
Strand Road, Stellenbosch, Western Cape
South Africa
(740) Pravin Barthia, Trademark Agent
ENSafrica (Mauritius), 19 Church Street,
Port Louis
(511) (29)
(540) **STERI STUMPIE PLUS**

(310) 28714/2019 **(320)** 31/01/2019
(730) PARMALAT SA (PTY) LTD
Strand Road, Stellenbosch, Western Cape
South Africa
(740) Pravin Barthia, Trademark Agent
ENSafrica (Mauritius), 19 Church Street,
Port Louis
(511) (29)
(540) **STERI STUMPIE PLUS PROTEIN**

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

(310) 28677/2019 **(320)** 24/01/2019
(730) Exxon Mobil Corporation
5959 Las Colinas Boulevard, Irving, Texas 75039-2298, U.S.A.
(740) André Robert, Senior Attorney
No. 8, Georges Guibert Street, Port Louis
(511) (1, 4 and 37)
(540) **MOBIL (CONCENTRIC O)**

(310) 28678/2019 **(320)** 25/01/2019
(730) FRANC & SON COMPANY LTD
32c Avenue Toureau, Stanley, Rose Hill, Republic of Mauritius
(511) (29 and 31)
(540) **West 'Lo' Reine (and logo)**

(310) 28680/2019 **(320)** 25/01/2019
(730) TW STORES LTD
9 Napier Broome Street, Beau Bassin, Republic of Mauritius
(740) Zohra Yusuf NAZROO, Attorney at law
12 Frere Felix De Valois Street, Port-Louis
(511) (20 and 24)
(540) **iSleep Intelligent Mattresses & logo**

(310) 28681/2019 **(320)** 25/01/2019
(730) FOOD CANNERS LTD
Plaine Lauzun, Port Louis, Republic of Mauritius
(511) (29, 30 and 32)
(540) **Capricia (and logo)**

(310) 28685/2019 **(320)** 25/01/2019
(730) Mr Tapeswar Bhaugeerutty
2A Angus Road, Vacoas, Republic of Mauritius
(511) (25 and 35)
(540)

Xcellento

(310) 28689/2019 **(320)** 25/01/2019
(730) Regent Hospitality Worldwide, Inc.
Ugland House, P.O. Box 309, Grand Cayman KY1-1104, Cayman Islands
(740) André Robert, Senior Attorney
No. 8, Georges Guibert Street, Port-Louis
(511) (35, 36 and 43)
(540)

REGENT

(310) 28692/2019 **(320)** 28/01/2019
(730) DACOM LTD.
Industrial Zone, Solitude, Republic of Mauritius
(511) (3 and 16)
(540) **GREEN TOUCH LOGO**

(310) 28693/2019 **(320)** 28/01/2019
(730) ACJ CATERING LTD
Allée des Campéches, Tamarin - Carlos, Republic of Mauritius
(511) (43)
(540) **L'ASSIETTE EN FOLIE - TABLE D'HOTE (and logo)**

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

(310) 28726/2019 **(320)** 31/01/2019
(730) SILVERTOURS LTD
75, Rue Magon Street, Plaine Verte,
Port-Louis, Republic of Mauritius
(511) (39)
(540) **SILVERLINE (and logo)**

Opposition, if any, to be lodged with the Controller, The Industrial Property Office, Ministry of Foreign Affairs, Regional Integration and International Trade (International Trade Division), 11th Floor, Sterling House, Lislet Geoffroy Street, Port-Louis, Republic of Mauritius by way of notice and within the delay prescribed by law (2 months) in accordance with the Patents, Industrial Designs and Trademarks Act *2002*.

Date: 15 February, 2019

***Ag.* Controller**
Industrial Property Office

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

(310) 28715/2019 **(320)** 31/01/2019
(730) PARMALAT SA (PTY) LTD
Strand Road, Stellenbosch, Western Cape
South Africa
(740) Pravin Barthia, Trademark Agent
ENSafrica (Mauritius), 19 Church Street,
Port Louis
(511) (29)
(540) **STERI STUMPIE PLUS THICK**

(310) 28716/2019 **(320)** 31/01/2019
(730) PARMALAT SA (PTY) LTD
Strand Road, Stellenbosch, Western Cape
South Africa
(740) Pravin Barthia, Trademark Agent
ENSafrica (Mauritius), 19 Church Street,
Port Louis
(511) (29)
(540) **STERI STUMPIE PLUS THICK Logo**

(310) 28717/2019 **(320)** 31/01/2019
(730) PARMALAT SA (PTY) LTD
Strand Road, Stellenbosch, Western Cape
South Africa
(740) Pravin Barthia, Trademark Agent
ENSafrica (Mauritius), 19 Church Street,
Port Louis
(511) (29)
(540) **STERI STUMPIE PLUS PROTEIN Logo**

(310) 28718/2019 **(320)** 31/01/2019
(730) PARMALAT SA (PTY) LTD
Strand Road, Stellenbosch, Western Cape
South Africa
(740) Pravin Barthia, Trademark Agent
ENSafrica (Mauritius), 19 Church Street,
Port Louis
(511) (29)
(540) **STERI STUMPIE PLUS Logo**

(310) 28719/2019 **(320)** 31/01/2019
(730) AREFF INTERNATIONAL LTD
40, DESCHARTES STREET, PORT LOUIS,
Republic of Mauritius
(511) (3)
(540) **COACH & LOGO**

(310) 28720/2019 **(320)** 31/01/2019
(730) AREFF INTERNATIONAL LTD
40, DESCHARTES STREET, PORT LOUIS,
Republic of Mauritius
(511) (18 and 25)
(540) **HOKA ONE ONE LOGO**

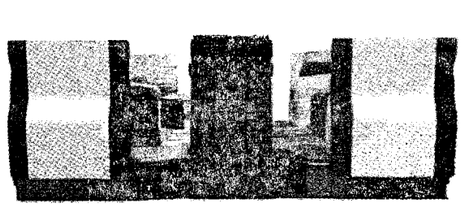
General Notice No. 182 of 2019

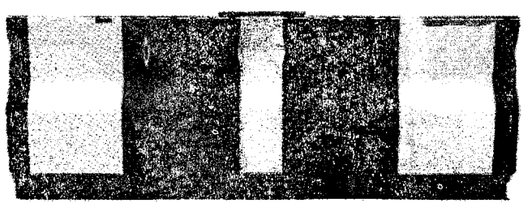
THE PATENTS, INDUSTRIAL DESIGN & TRADEMARKS ACT 2002

(Regulation 40)

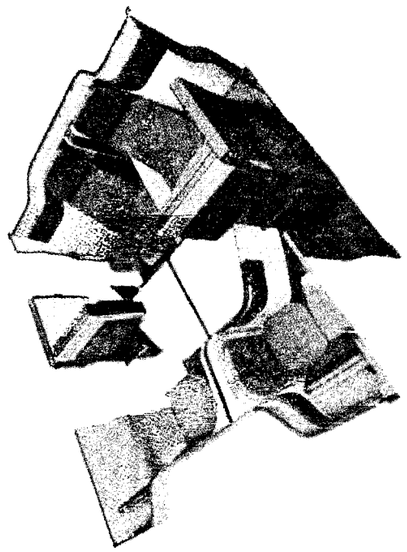
Notice is hereby given that the following industrial design has been registered under Section 31 of the Patents, Industrial Designs & Trademarks Act 2002:

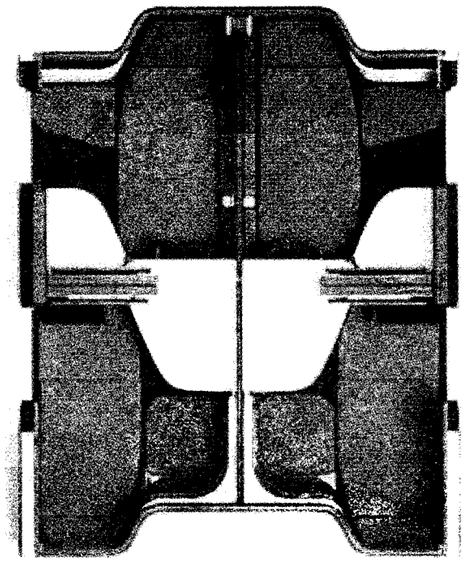
Description of Design: AIRCRAFT SEAT DESIGN 5
Number & Date of Registration: 000205/2019 of 03 March, 2017
Name & Address of the registered owner: QATAR AIRWAYS Q.C.S.C of Qatar Airways Tower, Airport Road, PO Box 22550, Doha, QATAR
Name & Address of Creator: Mr. Benjamin Michael Rowan, Priestman Goode, 150 Great Portland Street, London, United Kingdom, W1W 6QD
Filing Date: 03 March, 2017
Priority Data: 07 September, 2016 - EUIPO
Products: Aircraft Communal seating arrangement
Class: 06-01
Name & Address of the approved Agent: Kashish International Limited of 16, Autruches Avenue, Quatre-Bornes, Republic of Mauritius
Representation of Design:





Reg. No- 000205/2019



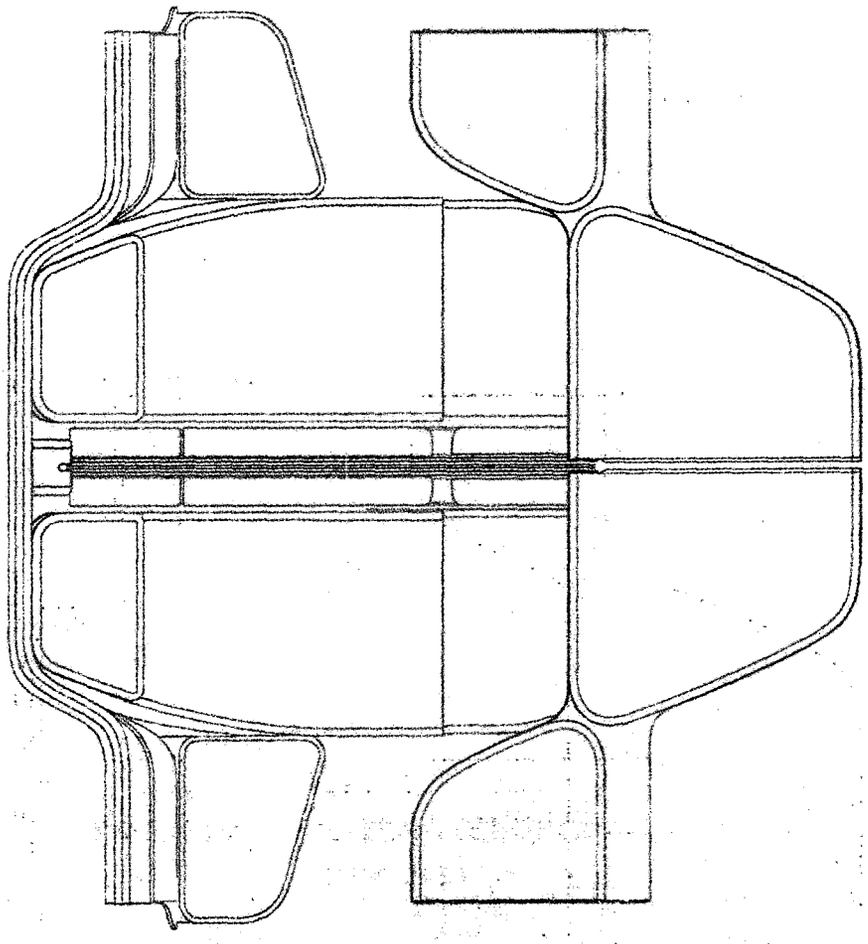


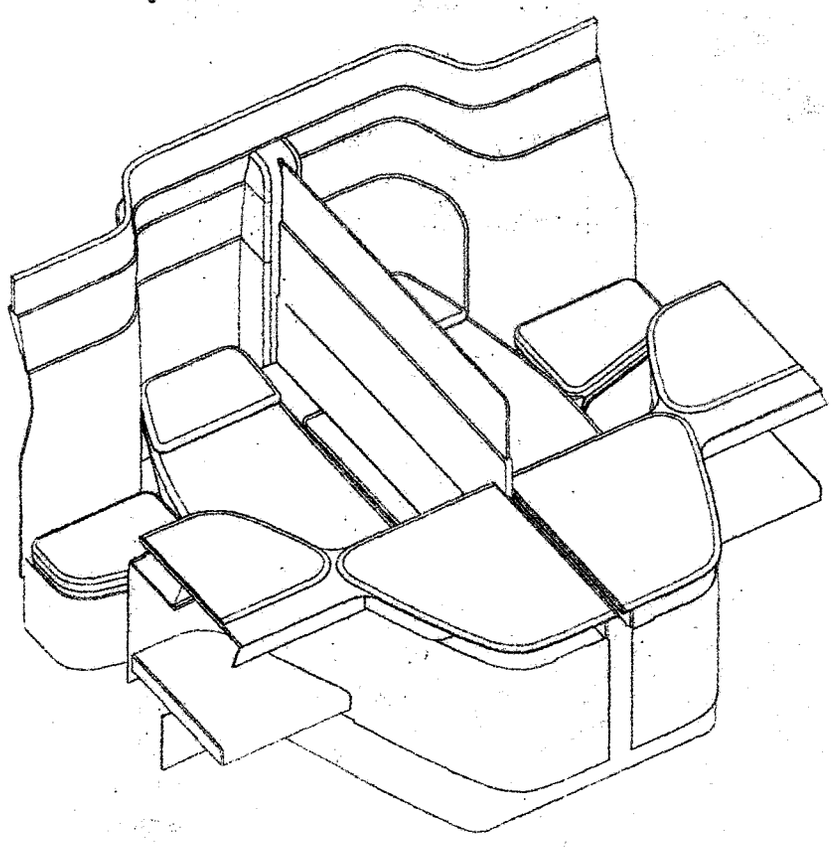
Date: 15 February, 2019

The Controller
Industrial Property Office

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

Reg. No- 000204/2019





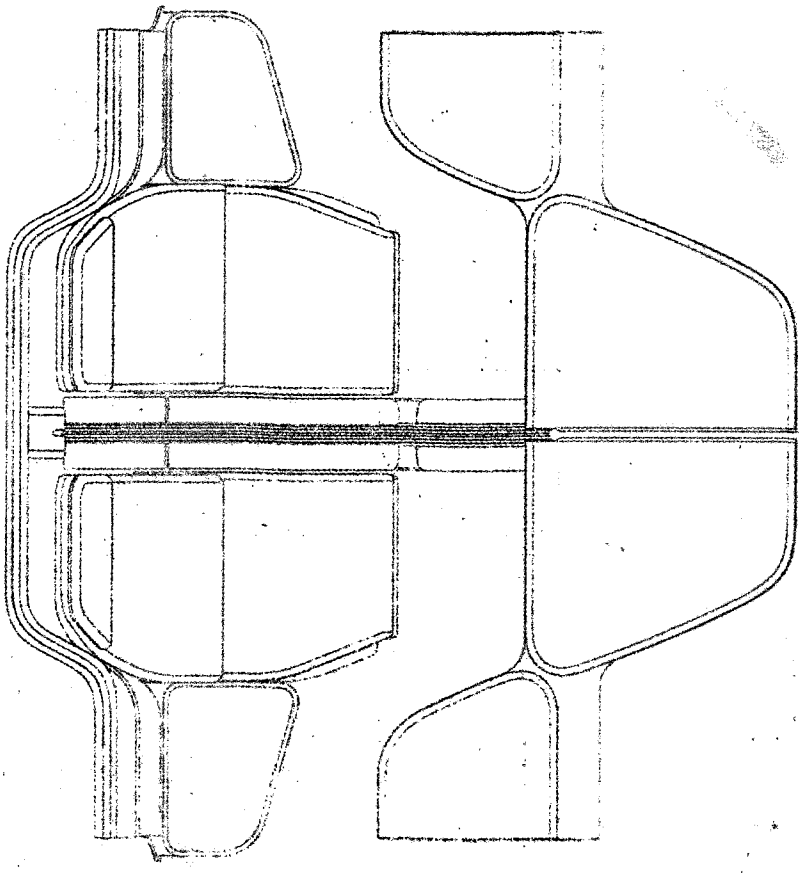
General Notice No. 183 of 2019

THE PATENTS, INDUSTRIAL DESIGN & TRADEMARKS ACT 2002

(Regulation 40)

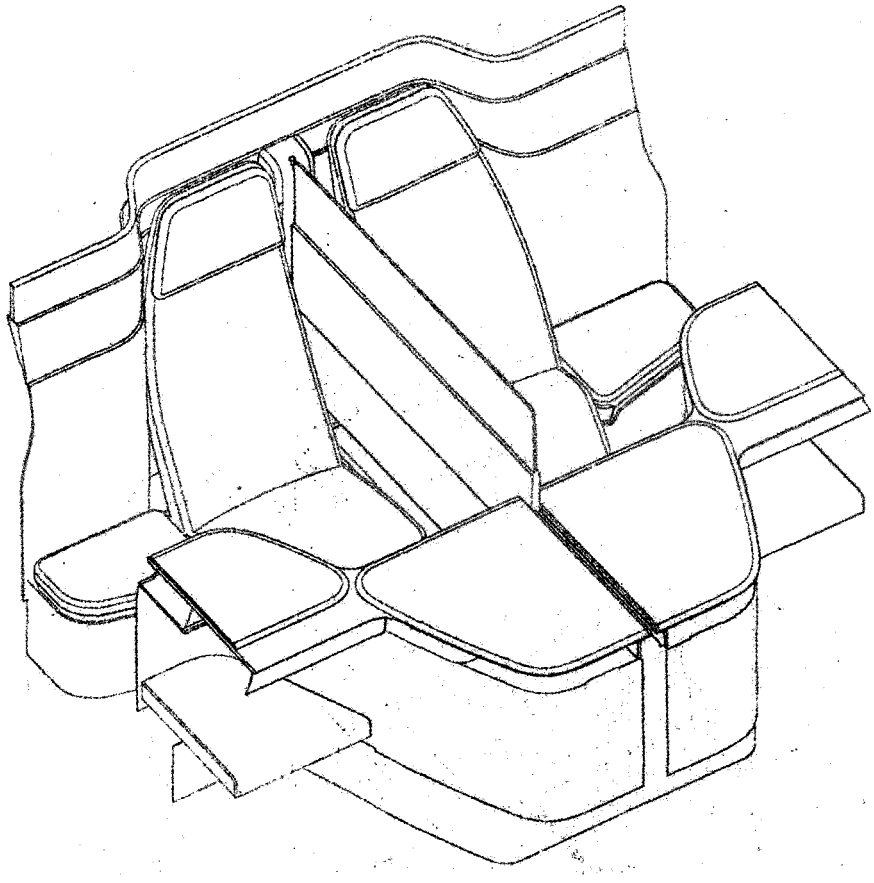
Notice is hereby given that the following industrial design has been registered under Section 31 of the Patents, Industrial Designs & Trademarks Act 2002:

Description of Design: AIRCRAFT SEAT DESIGN 1
Number & Date of Registration: 000204/2019 of 03 March, 2017
Name & Address of the registered owner: QATAR AIRWAYS Q.C.S.C of Qatar Airways Tower, Airport Road, PO Box 22550, Doha, QATAR
Name & Address of Creator: Mr. Benjamin Michael Rowan, Priestman Goode, 150 Great Portland Street, London, United Kingdom, W1W 6QD
Filing Date: 03 March, 2017
Priority Data: 07 September, 2016 - EUIPO
Products: Aircraft double bed arrangement
Class: 06-01
Name & Address of the approved Agent: Kashish International Limited of 16, Autruches Avenue, Quatre-Bornes, Republic of Mauritius
Representation of Design:



PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

Reg. No- 000204/2019

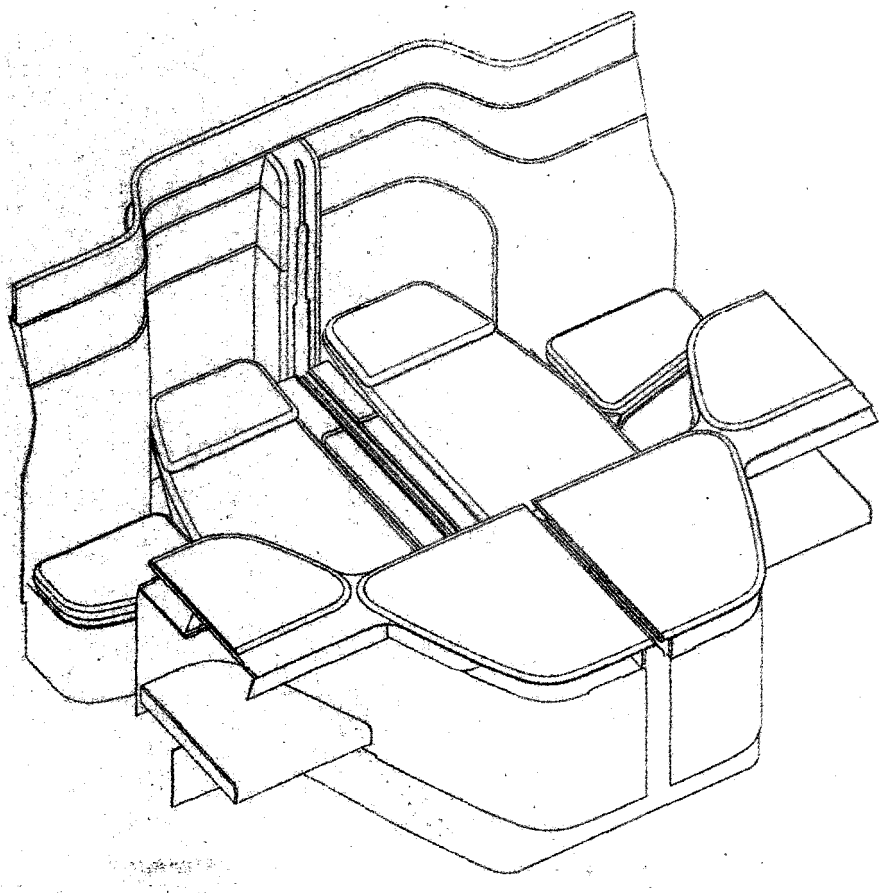


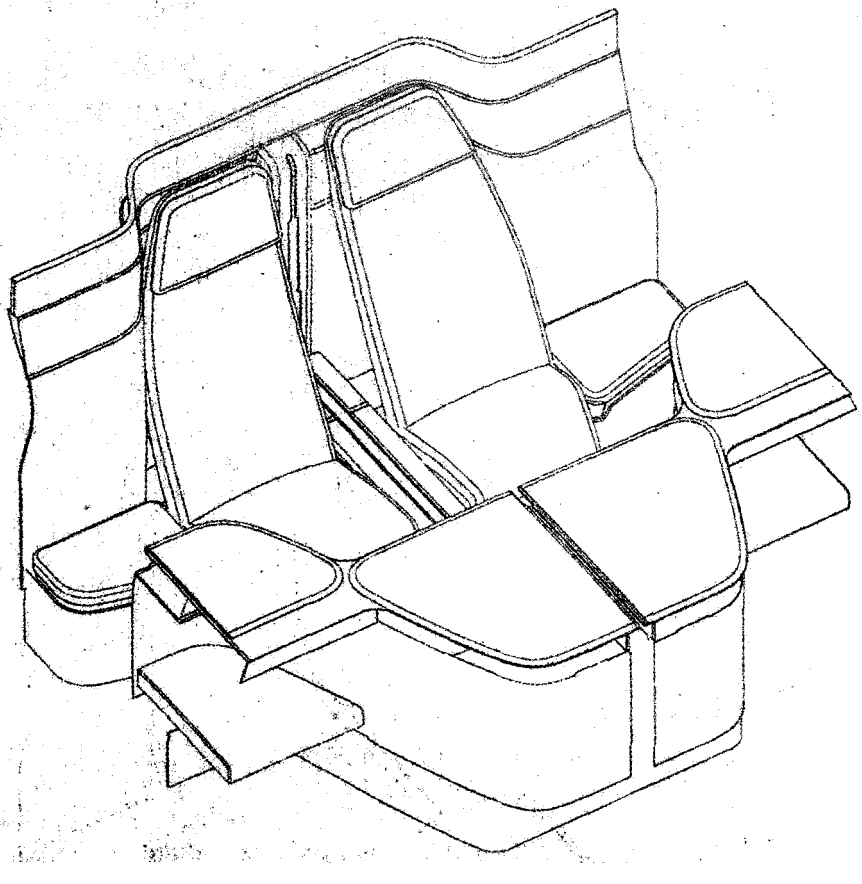
Date: 15 February, 2019

The Controller
Industrial Property Office

PATENTS, INDUSTRIAL DESIGNS & TRADEMARKS ACT 2002 — *continued*

Reg. No- 000204/2019





of **Vandana** so that in the future she shall bear the name and surname of **Vandana VISRAM**.

Objections, if any should be filed in the Registry of the office of the Attorney-General, within a period of 28 days as from the last date of publication of the said notice in the papers.

Dated this 15 January 2019.

Ms Vandhana VISRAM
Applicant

(Rec. No. 17/405294)

First Publication

CHANGE OF NAME

Notice is hereby given that **Mr Mohammad Intiihaaz GOBURDHUN** of Ramsundar Baboolall Lane, Moka has applied to the Honourable Attorney-General for leave to change his name **Mohammad Intiihaaz** into that of **Alisha** so that in the future he shall bear the name and surname of **Alisha GOBURDHUN**.

Objections, if any should be filed in the Registry of the office of the Attorney-General, within a period of 28 days as from the last date of publication of the said notice in the papers.

Dated this 12 February 2019.

Mr Mohammad Intiihaaz GOBURDHUN
Applicant

(Rec. No. 17/405429)

First Publication

CHANGE OF NAME

Notice is hereby given that **Mr Dhivalen Angamootoo UBOYE** of 19, Route Militaire, Morc. Rugubar, Terre Rouge has applied to the Honourable Attorney-General for leave to change his names **Dhivalen Angamootoo** into those of **Muhammad Rayhaan** so that in the future he shall bear the name and surname of **Muhammad Rayhaan UBOYE**.

Objections, if any should be filed in the Registry of the office of the Attorney-General, within a period of 28 days as from the last date of publication of the said notice in the papers.

Dated this 4 February 2019.

Mr Dhivalen Angamootoo UBOYE
Applicant

(Rec. No. 17/405430)

First Publication

CHANGE OF NAME

Notice is hereby given that **Mr Sunny Deol BEEDASEE** of Lall Bahadoor Shastri Road, Goodlands has applied to the Honourable Attorney-General for leave to change his names **Sunny Deol** into those of **Sunny Love** so that in the future he shall bear the names and surname of **Sunny Love BEEDASEE**.

Objections, if any should be filed in the Registry of the office of the Attorney-General, within a period of 28 days as from the last date of publication of the said notice in the papers.

Dated this 31 January 2019.

Mr Sunny Deol BEEDASEE
Applicant

(Rec. No. 17/405383)

SALE BY LEVY

Notice is hereby given that on Thursday the 28/03/2019 at 1.30 p.m shall take place before the Master's Bar situate at Jules Koenig Street, Supreme Court Buildings, Port Louis the Sale by Levy prosecuted at the request of **MAUBANK LTD** against **Mr Vashil Kumar JOYRAM** of 1. *«Le Lot No. 609 (unit 2 d'après le plan annexe au Règlement de copropriété), étant un appartèment sis au 11ème niveau du type 'Vermont' de 'Orchars Towers' d'une surface réelle de 122.50-m² mais d'une surface utile de 115.94m², dépendant d'un complexe immobilier dénommé «Orchard Towers», et Le Lot No. P 178, étant une remise individuelle a voiture sise au 5ème niveau d'une superficie utile de 18.02m², situes au quartier des Plaines Wilhems, lieu dit Quatre Bornes avec ensemble les 339/100,000èmes. Le tout transcrit au TV 2520/8. 2. Une portion de terrain vague de 1,363m², étant le Lot No. 441, formant partie du lotissement «Les Plaines de L'Hermitage», située au quartier des Plaines Wilhems, lieu dit Cinq Arpents et bornée:- Du 1er côté, par un réserve de 1.50m de large, longeant un chemin de 6m de large, sur laquelle réserve la présente portion aura un droit de passage pour accéder au susdit chemin, sur 4.50m; du 2ème côté, partie par le lot No. 445, sur 35.83m et partie par le lot No. 440, sur 42,43m; du 3ème côté, par les sinuosités du*

Legal Notices and Advertisements

Third and Last Publication

CHANGE OF NAME

Notice is hereby given that **Krishsen Navissen MANGLA**, of Hillside, Mapou, has applied to the Honourable Attorney General for leave to change his names and surname **Krishsen Navissen MANGLA** into those of **Kris Evans MODESTE**, so that in the future, he may officially be known under the names and surname of **Kris Evans MODESTE**.

Objections, if any, should be filed in the Registry of the office of the Attorney General within a period of 28 days as from the last date of publication of the said notice in the papers.

Under all legal reservations.

Dated at Port Louis, this 30th day of January 2019.

Mrs Aratee PRAYAG
of Lawsure Chambers, No. 14,
Mgr Gonin St, Port Louis.
Attorney for the Petitioner.

(Rec. No. 17/405284)

Third and Last Publication

CHANGE OF NAME

Notice is hereby given that **Thajesvi VENCATASAMY** residing at La Marie, Vacoas has petitioned to the Honourable Attorney General for leave to change his name into that of **"RAGAVOODOO."** so that in future he may be known officially under the names and surname of **"THAJESVI RAGAVOODOO"**.

Objections, if any, should be filed in the Registry of the office of the Attorney General, 4th Floor, Renganaden Seeneevassen Building, Port Louis, within a period of four months as from the last date of publication of the said notice in the papers.

Under all legal reservations.

Dated at Port Louis, this 18th day of January 2019.

Mrs Brinda Kaniah
of 2nd Floor, Sterling House,
Lislet Geoffroy St,
Port Louis
Petitioner's Attorney

(Rec. No. 17/405265)

Third and Last Publication

CHANGE OF NAME

Notice is hereby given that **Mr Hubert Gerald STEENKAMP** and **Ms Bronwyn TOSTEE** of Tamarin Lane, Grand Baie have applied to the Honourable Attorney-General for leave to change the name of their minor son **Nate** into those of **Nate Robert** so that in the future he shall bear the names and surname of **Nate Robert STEENKAMP**.

Objections, if any should be filed in the Registry of the office of the Attorney-General, within a period of 28 days as from the last date of publication of this notice.

Mr Hubert Gerald STEENKAMP
and Ms Bronwyn TOSTEE
Applicants

(Rec. No. 17/405237)

Third and Last Publication

CHANGE OF NAME

Notice is hereby given that **Ms Bibi Shahida-Khanam MAUDARBOCUS** of Mosque Road, Riche Mare, Central Flacq has applied to the Honourable Attorney-General for leave to change her name **Bibi Shahida-Khanam** into those of **Bibi Shahida Khanam** so that in the future she shall bear the names and surname of **Bibi Shahida Khanam MAUDARBOCUS**.

Objections, if any should be filed in the Registry of the office of the Attorney-General, within a period of 28 days as from the last date of publication of the said notice in the papers.

Dated this 15 January 2019.

Ms Bibi Shahida-Khanam MAUDARBOCUS
Applicant

(Rec. No. 17/405249)

Second Publication

CHANGE OF NAME

Notice is hereby given that **Ms Vandhana VISRAM** of 16, Bougainville St, Curepipe Road has applied to the Honourable Attorney-General for leave to change her name **Vandhana** into that

SALE BY LEVY

Notice is hereby given that on Thursday the 14th day of March, 2019 at 1.30 p.m. shall take place before the Master's Court, Supreme Court situate at Jules Koenig Street, Port Louis, the Sale by Levy of: "*Une portion de terrain à vocation résidentielle de la contenance de cinq cent quarante neuf mètres carrés (549m²), étant le Lot No. 1, portant le PIN 1317130691, située au district de la Rivière du Rempart, lieudit «Saint François (Calodyne) et est bornée tant d'après le titre propriété ci-après relate que d'après un rapport de description avec plan figuratif y joint dressé par Monsieur* Nicolas D'Hotman De Villiers, *arpenteur juré, en date du 14/08/2014, enregistré au Reg. L. S. 99/99041991, comme suit :- Vers le Nord-Est, par le solde d'un terrain appartenant à Madame* Marie Nicole Prosper Rieth *(TV 1207/58), sur vingt cinq mètres et soixante cinq centimètres (25.65m); Vers le Sud-Est, par le Lot 2, étant le surplus du terrain présentement décrit, sur vingt mètres et trente six centimètres (20.36m); Vers le Sud-Ouest, par un terrain appartenant à la succession de Monsieur* Joseph Rene Marcel Etienne *(TV 6346/40), sur vingt huit mètres et soixante cinq centimètres (28.65m); Vers le Nord-Ouest, par un chemin commun de trois mètres et quatre vingt dix centimètres (3.90m) de large (anciennement commun et mitoyen), sur vingt mètres et vingt huit centimètres (20.28m). Des réserves d'un mètres et cinquante centimètres (1.50m) de large, se trouvant entièrement à l'intérieur du terrain présentement décrit, longeant cette limite. OBSERVATION EST ICI FAITE qu'au dit rapport de description, il a été dit ce qui est ci-après littéralement transcrit: «qu'il existe sur le Lot 1 un droit de passage de trois mètres et cinquante centimètres (3.50m) de large et d'une contenance de quatre vingt onze mètres carrés (91.00m²) au profit du Lot 2 décrit comme suit:- Vers le Nord-Est, par le solde d'un terrain appartenant à Madame* Marie Nicole Prosper Rieth *(TV 1207/58), sur vingt cinq mètres et soixante cinq centimètres (25.65m); Vers Le Sud-Est, par le Lot 2, étant le surplus du terrain présentement décrit, sur trois mètres et cinquante centimètres (3.50m); Vers le Sud-Ouest, par le Lot 1, sur vingt six mètres et dix sept centimètres (26.17m); Vers le Nord-Ouest, par le chemin commun de trois mètres quatre vingt dix centimètres (3.90m) de large (anciennement commun et mitoyen), sur trois mètres et cinquante quatre centimètres (3.54m); Observation est ici faite qu'aucune construction n'est autorisée sur les réserves d'un mètres et cinquante centimètres (1.50m) de large; Par conséquent, il a été constitué aux termes dudit contrat, au profit du dit Lot 2, à titre de servitude perpétuelle et gratuite, un droit de passage pour piéton et véhicules de toutes sortes sur ladite partie de terrain de quatre vingt onze mètres carrés (91m²). Ensemble tout ce qui peut en dépendre ou faire partie sans aucune exception ni réserve, le tout plus amplement décrit au titre en date du 15/10/2014 et transcrit au Volume 201410/000935. Monsieur* Paul Alain Joseph ORIAN *est propriétaire du terrain faisant l'objet de la présente sûreté fixe et flottante au moyen de l'acquisition qu'il en a faite de Madame* Danielle Marie Christine DUCHENNE, *épouse de Monsieur* Bernard Aime Jacques Rochecouste-Collet *qui avait agi pour, au nom et en sa qualité de mandataire avec tous les pouvoirs nécessaires de Madame* Marie Joseph Monique DUCHENNE, *épouse majeure séparée de biens de Monsieur* Joseph Emilien Alfred Orian *et ce suivant contrat contenant quittance du prix d'un million roupies (Rs. 1,000,000.-), dressé par Maitre* Marie Joseph Bernard D'Hotman De Villiers, *Notaire le 09/10/2014, enregistre et transcrit au Vol. 201410/000935.».* The subject property situated at Calodyne consists of a freehold residential land and building. The property entrance is along an untarred road at about 160 metres from its junction with Chevreau Lane, itself at about 205 metres from Saint Francois Road (B13). The site is more precisely located at the following GPS Coordinates: (-20.005883, 57.648411). the neighbouring land use is mainly residential. The site designated as Lot No. 1 consists of a residential plot of land of an extent of 549 square metres as described in title deed registered and transcribed in Volume 201410/000935. It is morefully described in a survey report drawn up by Mr. N. D'Hotman de Villiers (Sworn Land Surveyor) dated 14/08/2014 and registered in L.S 99 No. 990441991. The site is regular in shape with a relatively even topography and major services are available around its perimeter. The site has a road frontage of 20.28 metres and a maximum depth of 28.65 metres. Upon inspection, it was noted that the site is enclosed with stone walls and is

Ruisseau Francois. *Du 4ème côté, partie par le Lot 442, sur 28.03m , partie par les Lots 443 et 444, sur une longueur totale de 37.01m et partie encore par le Lot No. 444 sur 25m. Le tout transcrit au TV 8787/14. PIN 1834030129.*

All parties claiming a right to take inscription of legal mortgage upon the said properties are warned that they must do so before the transcription of the judgment of adjudication, failing which they shall forfeit such right.

Dated at Port Louis, this 07/02/2019.

Me. Preetam Chuttoo
of 2nd Floor, Astor Court, Port Louis.
Attorney in charge of the sale

(Rec. No. 17/405406)

SALE BY LEVY

Notice is hereby given that on Thursday the 07/03/2019 at 1.30 p.m shall take place before the Master's Bar situate at Jules Koenig Street, Supreme Court Buildings, Port Louis the Sale by Levy prosecuted at the request of **MAUBANK LTD** against 1. **AVNISH TOURS LTD**, 2. **Mr Hemant Roy HORRAH** also called **Hemant Roy HARRAH** and 3. **Mrs Neetu HORRAH** born **JHINGOOR** of «*Une portion de terrain de 295.46m², etant la portion No. 12 du plan de subdivision, située au quartier des Pamplemousses, lieu dit Plaine des Papayes et bornée tant d'après le titre de propriété que d'après un rapport de description, dressé par Monsieur* Eric Doger de Speville, *arpenteur juré, en date du 14/09/2006, enregistré au Reg LS 59/3015, comme suit:- vers le Nord, par une réserve de 1.05m de large sur laquelle la portion de terre présentement décrite aura un droit de passage pour accéder a un chemin commun de 5m de large, sur 17.97m; vers L'Est, partie par la portion No. 13 et partie par la portion No. 14, sur 16.45m; vers le Sud, par la portion No. 15, sur 17.97m; vers L'Ouest, par la portion No. 11 sur 16.45m.* The portion of land is a residential bare land. The whole morefully described in deed transcribed in TV 7529/24. PIN No. 1212010256.

All parties claiming a right to take inscription of legal mortgage upon the said properties are warned that they must do so before the transcription of the judgment of adjudication, failing which they shall forfeit such right.

Dated at Port Louis, this 19/11/2018.

P. Chuttoo
of 2nd Floor, Astor Court, Port Louis.
Attorney in charge of the sale

(Rec. No. 17/405404)

SALE BY LEVY

Notice is hereby given that on Thursday the 28/03/2019 at 1.30 p.m shall take place before the Master's Bar situate at Jules Koenig Street, Supreme Court Buildings, Port Louis the Sale by Levy prosecuted at the request of **MAUBANK LTD** against 1. **Mr Homduth SEBALUCK** and 2. **Mrs Reena SEBALUCK** born **TACOURI** of «*Une portion de terrain de 20.35 perches, située au quartier des Plaines Wilhems, lieu dit Vacoas, Clairfonds et lequel terrain a été mesure par Mons.* Ravin Tupsy, *arpenteur juré et a été trouvé être de la contenance de 436.85m², enregistré au Reg. LS 39/453, borné comme suit:- du 1er côté, par Clairfonds Kalimaa Mandir, sur 12.55m; du 2ème côté, par l'axe d'un chemin commun et mitoyen de 1.95m de large sur 37.70m; du 3ème côté, par Mons.* Geendeo Dokary, *sur 11.85m et du 4ème côté, par Mons.* Doolam Bucktowar, *sur 37.70m. Le droit de passage de ce terrain se fera sur une bande terre de 2.25m de large traversant le terrain de Mahant Kabir Kalimaa Mandir pour aboutir à L'Avenue Mahant Kabir Mandir. Ensemble une maison en blocs de ciment sous dalle y existant et tout ce qui peut en dépendre et faire ou en faire partie sans aucune exception ni réserve. Le tout plus amplèment décrit au TV 4360/13. PIN 1733090333».*

All parties claiming a right to take inscription of legal mortgage upon the said properties are warned that they must do so before the transcription of the judgment of adjudication, failing which they shall forfeit such right.

Dated at Port Louis, this 07/02/2019.

Me. Preetam Chuttoo
of 2nd Floor, Astor Court,
Port Louis.
Attorney in charge of the sale

(Rec. No. 17/405405)

deux centimètres de large, longeant un chemin commun projeté de quatre mètres et quatre-vingt-huit centimètres de large, sur lesquelles le présent lot aura le droit de passage, sur dix-neuf mètres; Au sud-ouest par le lot No 29, du présent morcellement, sur trente mètres et au nord-ouest, par le Lot No. 27 du présent morcellement, sur dix-neuf mètres and all that depends or forms part thereof without any exceptions or reservations whatsoever, the whole morefully described in the said Memorandum of Charges. The said sale is prosecuted at the request of **Dusswani CHUTTOO** also called **Dusswani CHUTO** against **Jagdeewan BHOOBUN**. All parties claiming a right to take inscription of legal mortgage upon the said property are warned that they must do so before the transcription of the judgment of adjudication, failing which they shall be debarred from such rights.

Under all legal reservations.

Dated at Port Louis, this 13th day of February 2019.

Pazany THANDARAYAN
of 2nd Floor, Chancery House,
Lislet Geoffroy Street, Port Louis.
Attorney in charge of the sale.

(Rec. No. 17/405428)

SALE BY LICITATION

Notice is hereby given that on Thursday the 21st March 2019 at 1:30 p.m. shall take place before the Master's Bar of the Supreme Court of Mauritius situate at Jules Koenig Street, Port Louis, the Sale by Licitation prosecuted at the request of (i) **Mrs. Jayasree Kavila YETTY POONITH**, (ii) **Mrs Santakumari NAMBIAR**, also called **Sentha Kumari NAMBIAR**, also called **Santha Kumari NAMBIAR**, both electing their legal domicile at the office of the undersigned Attorney at Law and (iii) **Mrs. Ww Latcheemee RAMASAMY**, of 282, John Kennedy Avenue, Vacoas against (i) **Mrs Ww Anuradha YETTY**, born **GOPAUL**, and (ii) **Mr Livissen Babu Kathan YETTY**, of 46, La Marie Road, Glen Park, Vacoas, of the following immovable properties:-

Property No. 1

A plot of land of the extent of three and a half perches situate at Glen Park, Plaines Wilhems, and bounded as follows: on the first side, by an access road twelve feet wide, on eleven metres and fifty eight centimetres (11m58cms); on the second side, by Lot No. 1 on twelve metres and fifty eight centimetres (12m58cms); on the third side, by Gamsoondur Nunkessore, on eleven metres and fifty eight centimetres (11m58cms); and on the fourth side by Lot No.3 on twelve metres and fifty eight centimetres (12m58cms),

Property No. 2

A plot of land of the extent of three and a two third perches situate at Glen Park, Plaines Wilhems, and bounded as follows: on the first side, by La Marie Road, on twelve metres and ninety five centimetres (12m95cms); on the second side, by Gamsoondur Nunkessore, on eleven metres and seven centimetres (11m7cms); on the third side, by Lot No. 2 on twelve metres and fifty eight centimetres (12m58cms); and on the fourth side, by an access road twelve feet wide, on thirteen metres and elevent centimetres (13m11cms),

There exists on Propoerty 1 & 2, which are contiguous and situated at Glen Park, Vacoas, a building and construction made of concrete i.e. (i) a Ground Floor built for commercial purposes comprising of an open sided garage, (ii) a First Floor; and (iii) a Second Floor presently occupied by Anuradha Gopaul Yetty, Livissen Babu Kathan Yetty (and Anuradha's current partner) as morefully described in TV 1588 No.177, TV 1588 No.178 and in the Memorandum of Charges, Clauses and Conditions filed in the matter.

Property No. 3

A plot of land of the extent of one hundred and fourteen square metres ($114m^2$) situate at Vacoas, Plaines Wilhems, and bounded as follows:- on the first side, by a reserve of one metre and ten centimetres wide, bordering the John Kennedy Avenue, a footpath, in between, on eight metres and thirty five centimetres (8m35cms); on the second side, by Mardaymootoo Yetty, on sixteen metres and eleven centimetres (16m11cms); on the third side, Heirs Arjoon and Isram Heeroo, on ten metres and fifty one centimetres (10m51cms); and on the fourth side, by an excised portion of land on ten metres and sixty centimetres (10m60cms),

There exists on the plot of land of $114m^2$ situated at Avenue John Kennedy, Vacoas, a building

accessed via a vehicular metal/wooden gate. The remaining yard is landscaped to a good standard with rock laid walkways/driveway and planted trees. A two storey residential building of a gross approximate extent of 315 square metres currently made of concrete frame structures in-filled with block walls under a pitched roof stands on the site. The walls are plastered and painted with PVC glazed openings fitted with external burglar bars. The property is equipped with air conditioning units. As the property was not accessible during inspection, a full building (internal and external) with detailed measurements was not possible. Based on an external overview, it is found that the property is in a good estate of repairs and maintenance.

The whole morefully described in the Memorandum of Charges filed in the above matter.

The sale is prosecuted at the request of **AFRASIA BANK LIMITED** against **Paul Alain Joseph ORIAN**.

All parties claiming a right to take inscription of legal mortgage upon the said property are warned that they must do so before the transcription of the judgment of adjudication failing which they shall forfeit such rights.

Under all legal reservations.

Dated at Port Louis, this 12th day February, 2019.

Thierry Koenig *SA*
ENSafrica (Mauritius)
of 19, Church Street,
Port Louis.
Attorney in charge of the sale.

(Rec. No. 17/405425)

SALE BY LICITATION

Notice is hereby given that on the 07th day of February, 2019, has been filed in the Master's Office, Supreme Court Building, Jules Koenig St, Port Louis, the Memorandum of Charges, containing all the Conditions and Clauses, pursuant and according to which shall take place before the Master's Bar, the Sale by Licitation of a portion of land of 260m^2 (Lot No. 2) situated in the District of Port Louis, place called Petit Verger, Pointe aux Sables and bounded as follows:- *Du premier côté, par une réserve d'un mètres et vingt cinq centimètres (1.25m) de large longeant un chemin commun de cinq mètres (5.00m) de large, sur treize mètres (13.00m); Du deuxième côté, par le lot No. 63 sur vingt mètres (20.00m); Du troisième côté, par le Lot No. 46 sur treize mètres (13.00m) et du quatrième et dernier côté, par le Lot No. 65 sur vingt mètres (20.00m).* There exists on the said plot of land a concrete house and together with all that may depend or form part thereof without any exception or reservation whatsoever. The whole morefully described in the deed transcribed in Volume TV 4813/24 and in the Memorandum of Charges filed in the above matter. The said sale is prosecuted at the request of **Mrs Marie Michele Stefanie MEUNIER** against **Clency Christian NARAIN**. All parties claiming a right to take inscription of mortgage on the said property described above, are warned that they must do so before the Judgment of Adjudication, failing which they will forfeit such right.

Under all legal reservations.

Dated at Port Louis, this 09th day of February, 2019.

P. NATHOO
of No. 10, Georges Guibert Street,
Port Louis.
Attorney in charge of the sale.

(Rec. No. 17/405428)

SALE BY LICITATION

Take notice that on the 13th February 2019 has been filed in the Master's Office of the Supreme Court of Mauritius, Jules Koenig St, Port Louis, the Memorandum of Charges, containing the Conditions of sale, Clauses and pursuant and according to which shall take place before the Master's Bar, the Sale by Licitation of the hereunder described immoveable property viz:- A portion of land of the extent of 570m^2, being Lot No 28, situate in the district of Black River, place called Flic en Flac, as evidenced by title deed duly registered and transcribed at in Vol 1884 No. 79 and bounded as follows: *Au nord est, par les lots No. 24 du présent Morcellement, sur trente mètres; Au sud est, par les réserves d'un mètre et vingt-*

I have been appointed liquidator of the above named Company for the purpose of winding up the company under Sections 139 to 141 of the Insolvency Act 2009.

The date of the commencement of the Liquidation is 11 February 2019.

Ravi Sookur, FCCA
Liquidator
c/o Atax Advisors Limited
Level 4, Alexander House
35 Cybercity,
Ebene
Telephone: 4030850

(Rec. No. 17/405393)

NOTICE UNDER SECTION 117 OF THE INSOLVENCY ACT 2009

Notice is hereby given that I, Ravi Sookur, FCCA having my registered office at c/o Atax Advisors Limited, Level 4, Alexander House, 35 Cybercity, Ebene have been appointed liquidator of **LE ROC LIMITED** on 11 February 2019.

The commencement date of the liquidation of the Company is 11 February 2019.

All persons, companies, corporate bodies having in their possession any property, documents, books and records which belong to the Company are requested to deliver them forthwith to the liquidator.

Notice is hereby given that all sums due to the Company should be payable to the liquidator and receipts for such payments shall only be valid if they bear the signature of the liquidator.

Further notice is also given to any party, including former employees of the Company, having any claim against the Company, to submit same in writing, with all relevant supporting documents, to me on or before 15 March 2019 for consideration.

The present notice should not be deemed to be any admission of liability of the Company towards anybody.

All correspondence should be addressed to Mr Ravi Sookur, FCCA, liquidator of LE ROC LIMITED, at c/o Atax Advisors Limited, Level 4, Alexander House, 35 Cybercity, Ebene.

Dated this 14 February 2019.

Ravi Sookur
Liquidator
c/o Atax Advisors Limited
Level 4 Alexander House
35 Cybercity, Ebene

(Rec. No. 17/405393)

NOTICE UNDER SECTION 117 OF THE INSOLVENCY ACT 2009

NHIP Mauritius Inc.

(In Shareholder's Voluntary Winding-up)

Notice is hereby given that by virtue of a shareholder's resolution dated 18th January 2019, I have been appointed Liquidator of the above named company for the purpose of winding up the company under Sections 139 to 141 of the Insolvency Act 2009.

The date of the commencement of the Liquidation is 18th January 2019.

Afsar Ebrahim
Liquidator
10, Frère Félix De Valois Street, Port Louis.
Telephone: 202 3000.

(Rec. No. 17/405378)

NOTICE UNDER SECTION 117 OF THE INSOLVENCY ACT 2009

NORTH POLE INVESTMENT COMPANY LIMITED

(In Shareholders' Voluntary Winding-up)

Notice is hereby given that by virtue of a shareholder's resolution dated 28th December 2018, I have been appointed Liquidator of the above named company for the purpose of winding up the company under Sections 139 to 141 of the Insolvency Act 2009.

The date of the commencement of the Liquidation is 28th December 2018.

Afsar Ebrahim
Liquidator
10, Frère Félix De Valois Street,
Port Louis.
Telephone : 202 3000
Fax: 202-9902

(Rec. No. 17/405400)

and construction made of concrete, i.e. a single storeyed building made up of 2 rooms, living room, kitchen and bathroom, presently unoccupied, as morefully described in TV 4668 No. 62 and in the Memorandum of Charges, Clauses and Conditions filed in the matter.

Property No. 4

A portion of land of the extent of two hundred and ninety five sq. metres and ten hundredths square metres (295.10m^2), being Lot No. 37, situate in the district of Grand Port, place called Union Vale, Trois Boutiques (La Barraque Road B8), forming part of a residential parceling, known as "Residence Les Palmiers" and bounded according to survey report drawn up by Mr. Ricardo Ramiah, Land Surveyor dated 29th November, 2004 duly registered in Reg LS 55 No. 1623 as follows: towards the North East, by Lot No. 36, on twenty two metres and seventy cenntimetres (22m70cms), towards the South East, by a reserve of one metre and fifty centimetres wide, bordering a common road five metres wide, on thirteen metres (13m00), towards the South West, by Lot No. 38, on twenty two metres and seventy centimetres (22m70cms), towards the North West, by Lot No. 40, on thirteen metres (13m00cms).

The said portion of land is waste, as morefully described in TV 7318 No. 486 and in the Memorandum of Charges, Clauses and Conditions filed in the matter.

All parties claiming a right to take inscriptions of legal mortgage upon the said property are warned that they must exercise their rights before the transcription of the judgment of adjudication, failing which, they shall forfeit such rights.

Under all legal reservations.

Dated at Port Louis, this 13th day of February 2019.

M. Mardemootoo *S.A*
Dentons Mauritius LLP
Attorney in charge of the sale.

(Rec. No. 17/405424)

NOTICE OF SALE

On Thursday the 14th day of March 2019, at 10.30 a.m. at the Market place of Moka, near Moka Eye Hospital, I, the undersigned Registered Usher having my office situate at No. 10, Georges Guibert Street, Port-Louis, will sell by Public Auction to the highest bidder and for cash 400 pairs of shoes seized at the request of **Herschel Supply Company Ltd** against **The Address Ltd** in virtue of a Writ of Execution issued on the 29th October 2018 and executed on the 14th November 2018 (Serial Number SC/COM/PWS/00338/2016).

The said seized item may be viewed one hour before the sale at the Market place of Moka on the same day.

Dated at Port-Louis, this 08th day of February 2019.

S. A. JAWAHEER
Registered Usher

(Rec. No. 17/405428)

FOLLE ENCHERE

Notice is hereby given that on Thursday 07/03/2019 at 1.30 p.m. a portion of land of the extent of 68 perches, together with a concrete storeyed house standing thereon, situate in the district of Plaines Wilhems, place called Curepipe Road, sold by way of licitation on 29/03/2018 at the request of **Mr Soondramoortee Sanmoogum NARRAINEN** against **Mr Yeogesen Sanmoogum NARRAINEN** for the price of Rs 11,666, 670/- and purchased by **Mr Yeogesen Sanmoogum NARRAINEN** will be RESOLD by way of FOLLE ENCHERE.

Her Honour the Ag. Deputy Master and Registrar has now fixed Thursday the 07/03/2019 at 1.30 p.m. for the resale of the said property, by way of FOLLE ENCHERE.

Under all legal reservations.

Dated at Port Louis, this 12/02/2019.

Me.Pazhany Rangasamy
of 5th Floor, Hennessy Tower,
Pope Hennessy Street, Port Louis.
Attorney in charge of the sale.

(Rec. No. 17/405414)

NOTICE UNDER SECTION 117 OF THE INSOLVENCY ACT 2009

LE ROC LIMITED

Notice is hereby given that by virtue of a shareholder's resolution dated 11 February 2019,

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

LE ROC LIMITED

(In Members' Voluntary Winding-Up)

The shareholders of Le Roc Limited ("the company") has passed the following special resolutions on 11 February 2019 in lieu of holding a special meeting in accordance with Section 117 of the Companies Act 2001:

1. That the Company be voluntarily wound up under Section 137(1)(b) of the Insolvency Act 2009.
2. That Mr Ravi Sookur, FCCA, of c/o Atax Advisors Limited, Level 4, Alexander House, 35 Cybercity, Ebene 72201, Mauritius, be appointed as liquidator.
3. That the liquidator be and is hereby empowered to distribute to the members, in Species or in Kind, the whole or remaining assets of the Company.

Dated this 11 February 2019.

Intercontinental Secretarial Services Ltd
Company Secretary

(Rec. No. 17/405369)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

OSTERLANE VENTURES LTD.

(In Members' Voluntary Winding Up)

Notice is hereby given that on 11 January 2019 a special resolution was passed, whereby Osterlane Ventures Ltd. would be wound up under Section 137(1)(b) of the Insolvency Act 2009 and that Mr. Gowtamsing Dabee ACA FCCA Insolvency Practitioner of GD Riches Chartered Accountants, 5th Floor, Green Cross Building, Belle Rose Quatre-Bornes, Mauritius be appointed liquidator.

Dated this 07th day of February 2019.

Imara Trust Company (Mauritius) Limited
Company Secretary

(Rec. No. 17/405441)s

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-N Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 11h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) VI FII Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 09h15 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

NOTICE UNDER SECTION 117 OF INSOLVENCY ACT 2009

OSTERLANE VENTURES LTD

('the Company')

(In Members Voluntary Winding Up)

Notice is hereby given that on 11 January 2019 a special resolution was passed, whereby it was resolved that the Company be wound up under Section 137 of the Insolvency Act 2009 and that I, Gowtamsingh Dabee ACA FCCA, Insolvency Practitioner, of GD Riches Chartered Accountants, 5th Floor Green Cross Building Belle Rose, Quatre-Bornes, Mauritius have been appointed as liquidator.

Dated this 12th day of February 2019.

Gowtamsingh Dabee
Tel: 5 2579194-gdabee@gdriches.mu

(Rec. No. 17/405441)s

NOTICE UNDER SECTION 137 OF THE INSOLVENCY ACT 2008

Notice is hereby given that "**Searose International Limited**" (File No. C090504), having its Registered Office situate at 2, St Denis Street, River Court, Port Louis, has by a special resolution dated 24th January 2019, it was resolved that:-

1. The Company be wound up voluntarily.
2. The Company will appoint a Liquidator to proceed with the liquidation and
3. Mr Khemraj RAJKUMARSINGH of 2, River Court, St Denis Street, Port Louis be appointed Liquidator of the Company.

Liquidator's Office holder details:-

2, River Court, St Denis Street,
Port Louis.
Email Address:- luran88@intnet.mu.
Phone No. 212-6946

Dated this 11th day of February 2019.

(Rec. No. 17/405428)

NOTICE UNDER SECTION 137 OF THE INSOLVENCY ACT 2008

Notice is hereby given that "**SOCIETE RESIDENCES STANLEY**" (BRN No. 14000038) having its Registered Office situate at c/o Hemant Kumar JUDDOO, Queen Avenue, Floreal, has by an Extraordinary General Meeting duly convened and held at Kensington Palms, Sir Guy Forget Avenue, Quatre Bornes on 12th January 2019, the following resolutions were passed and voted unanimously that:-

1. The "Societe" will appoint a Liquidator to proceed with the liquidation of "SOCIETE RESIDENCES STANLEY"
2. Mr Khemraj RAJKUMARSINGH of 2, River Court, St Denis Street, Port Louis be appointed Liquidator of the Societe.

Liquidator's Office holder details:-

2, River Court, St Denis Street,
Port Louis.
Email Address:- luran88@intnet.mu.
Phone No. 212-6946

Dated this 11th day of February 2019.

(Rec. No. 17/405428)

NOTICE UNDER SECTION 137 OF THE INSOLVENCY ACT 2009

SBI INDIA ACCESS FIXED TENURE DEBT FUND

(the "Company")

– In Members' Voluntary Winding Up -

Notice is hereby given that subsequent to a shareholder's special resolution dated 12 July 2018, the following resolutions were passed:

That the Company be wound up voluntarily under Section 137 of the Insolvency Act 2009.

Mr. Ashraf Ramtoola of Edith Cavell Street, Port Louis, Republic of Mauritius, be appointed as the liquidator for the purpose of the winding up the Company.

That the Liquidator be and is hereby empowered to distribute to the member, in specie or in kind the whole or any part of the assets of the Company.

Date: 23 January 2019

SGG Fund Services (Mauritius) Ltd
Company Secretary

(Rec. No. 17/405367)

2018 at 10h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-K Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at10h15 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-L Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 10h30 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-M Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at10h45 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

General Atlantic GenPar (Mauritius) Limited

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 09h30 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-F Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 08h45 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-G Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 09h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-J Holding Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December

2018 at 10h30 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Administrators Limited
Secretary

(Rec. No. 17/405366)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

PHEMBANI TELECOMMUNICATIONS

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 09h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services
(Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

ProMark Services Limited

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 21 December 2018 at 10h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 21 of December 2018.

Ocorian Corporate Services
(Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

SKC 3 Limited

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 27 December 2018 at 10h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

INVICTUS AFRICA GROUP LIMITED

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 19 December 2018 at 10h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 19 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

LATEX INVESTMENTS LIMITED

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 21 December 2018 at 11h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 21 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

MEDICAL TECHNOLOGIES (KENYA) LTD

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 10h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Administrators Limited
Secretary

(Rec. No. 17/405366)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

PHARMA TECHNOLOGIES (KENYA) LTD

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

OLD MUTUAL AFRICA PROPERTY ASSET MANAGEMENT COMPANY LIMITED

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 28 December 2018 at 10h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Afsar Ebrahim of BDO & Co of Frère Félix de Valois Street, Port Louis, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 28 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

TRIANGLE INDIA

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 28 December 2018 at 10h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Afsar Ebrahim of BDO & Co of Frère Félix de Valois Street, Port Louis, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 28 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-I Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 09 h 45 in accordance with Section 137 (3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services
(Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-I Holding Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 09h30 in accordance with Section 137 (3) of the Insolvency Act 2009:

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 27 of December 2018.

Ocorian Corporate Services
(Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

VALUACCESS (MAURITIUS) LIMITED

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 28 December 2018 at 11h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 28 of December 2018.

Ocorian Corporate Services
(Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

INVICTUS AFRICA INVESTMENT PARTNERS LLC

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 21 December 2018 at 12h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 21 of December 2018.

Ocorian Corporate Services
(Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137(3)(b) OF THE INSOLVENCY ACT 2009

NORTH POLE INVESTMENT COMPANY LIMITED

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 28 December 2018 at 10h00 in accordance with Section 137(3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Afsar Ebrahim of BDO & Co of Frère Félix de Valois Street, Port Louis, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 28 of December 2018.

Ocorian Corporate Services
(Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137 (3) (b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-E Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 08h15 in accordance with Section 137 (3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137 (3) (b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-E Holding Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 08h00 in accordance with Section 137 (3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137 (3) (b) OF THE INSOLVENCY ACT 2009

Blackstone GPV Capital Partners (Mauritius) V-F Holding Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 08h30 in accordance with Section 137 (3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 187 OF THE INSOLVENCY ACT 2009

PALMAR LIMITEE

(In Receivership)

Notice is hereby given that We, Messrs Yacoob Ramtoola and Afsar Ebrahim, having business address c/o BDO & Co, 10, Frère Félix de Valois Street, Port Louis, Mauritius, have been appointed as Joint Receiver and Managers of Palmar Ltee on 7th February 2019 at 13.00 hrs Mauritius time by virtue of various floating charges.

Brief Description of the Property in Receivership: All assets of the company including, goodwill, movable and immovable properties.

1. That the Company be wound up voluntarily under sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018

Ocorian Corporate Services(Mauritius) Limited
(Rec. No. 17/405365) *Secretary*

NOTICE UNDER SECTION 137 (3) (b) OF THE INSOLVENCY ACT 2009

Lean Project Management Ltd

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 10h00 in accordance with Section 137 (3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr Afsar Ebrahim of BDO & Co of 10 Frère Félix de Valois Street, Port-Louis, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Member, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
(Rec. No. 17/405365) *Secretary*

NOTICE UNDER SECTION 137 (3) (b) OF THE INSOLVENCY ACT 2009

BLACK RHINO GROUP PROJECTS, INC.

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 09h00 in accordance with Section 137 (3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

NOTICE UNDER SECTION 137 (3) (b) OF THE INSOLVENCY ACT 2009

BRM HOAP HOLDINGS

('the Company')

(In Shareholder's Voluntary Winding-up)

The Shareholder of the Company has passed the following special resolutions on 20 December 2018 at 10h00 in accordance with Section 137 (3) of the Insolvency Act 2009:

1. That the Company be wound up voluntarily under Sections 137 to 140 of the Insolvency Act 2009.

2. That Mr. Gowtamsingh Dabee of GDRiches Chartered Accountant, 5th Floor, Green Cross Building, Belle Rose, Quatre Bornes, Republic of Mauritius was appointed as liquidator.

3. That the liquidator be thereby empowered to distribute to the Members, in specie or in kind, the whole or any part of the assets of the Company.

Dated this 20 of December 2018.

Ocorian Corporate Services (Mauritius) Limited
Secretary

(Rec. No. 17/405365)

Meldrum Street, Curepipe, have been appointed Administrator of Societe Bonsai on January 25, 2019.

All persons, companies, corporate bodies having in their possession any property of the company are required to return forthwith all such properties to the Administrator. All debtors of the said company are hereby informed that they should pay all sums due by them to the Administrator only and all payments shall only be valid if they have been signed by the Administrator or by his duly appointed representative(s).

All creditors and those who have any claim from Societe Bonsai are required to send in their full name(s), addresses and descriptions, full particulars and proof of their debts or claims to the Administrator. The Administrator reserves the right, if so required, by written notice, requests the creditors to be personally present, to come and prove their debts or claims.

Notice is also given to any person who reckons that the said partnership holds property belonging to him and/or property in which he has rights should submit his claim in ownership and/or right on or before February 08, 2019 at 16.00 hrs latest.

Mr. Raj. D. Gangoosirdar
Registered Insolvency Practitioner
Administrator
Societe Bonsai
(Administrator Appointed)
C/o Recovery and Insolvency Practice Ltd
20, Meldrum Street, Curepipe
Tel: 697-3156/Fax: 697-3154
Email: raj.ripl@insolvency.mu

(Rec. No. 17/405376)

NOTICE UNDER SECTION 9(1)(b) OF THE CADASTRAL SURVEY ACT 2011

Notice is hereby given that I, Mr Gangess Puran NAIDOO, Professional Land Surveyor shall at the request of **Mr Chutterjeet RAMPHUL** to survey a portion of land of the extent of 2,455m^2 situate in the district of Moka place called Valetta belonging to him as per Volume TV 8420 No. 47.

The said survey will start on Tuesday 26th day of February 2019 at 10hrs00 in the morning and will continue on the following days if need be.

The owners of the adjoining properties are requested to be present at the said survey on the aforesaid day and hour and bring along with them all their title deeds, plans and whatever like documents concerning their properties so as to enable me to establish correctly the limits separating the aforesaid portion of land adjoining properties.

Under all legal reservations.

Dated at Port Louis this 04th day of February 2019.

Gangess Puran Naidoo
Professional Land Surveyor

(Rec. No. 17/405355)

NOTICE UNDER SECTION 9(1)(b) OF THE CADASTRAL SURVEY ACT 2011

Notice is hereby given that I, Mr Gangess Puran NAIDOO, Professional Land Surveyor shall at the request of **Mrs Bedwantee BAJAH** (Widow of late **Mr Ramlakun RAMPHUL**) to survey a portion of land of the extent of 1,540m^2 situate in the district of Moka place called Valetta belonging to her as per Volume TV 8472 No. 23.

The said survey will start on Tuesday 26th day of February 2019 at 10hrs 30 in the morning and will continue on the following days if need be.

The owners of the adjoining properties are requested to be present at the said survey on the aforesaid day and hour and bring along with them all their title deeds, plans and whatever like documents concerning their properties so as to enable me to establish correctly the limits separating the aforesaid portion of land adjoining properties.

Under all legal reservations.

Dated at Port Louis this 04th day of February 2019.

Gangess Puran Naidoo
Professional Land Surveyor

(Rec. No. 17/405355)

NOTICE OF APPLICATION FOR GROUND WATER LICENCE

Notice is hereby given that I, **NEW MAURITIUS HOTELS LIMITED - BEACHCOMBER**

All persons, companies, corporate bodies having in their possession or under their control any property including all books, documents and information of the said company are required to return forthwith all such properties to the Joint Receiver and Managers.

All debtors of the company are hereby informed that they should pay all sums due by them to the Joint Receiver and Managers only and payments shall only be valid if they have been signed by the Receiver and Managers or by their duly appointed representative(s).

All creditors and those, who have any claim from the said company, are required to send in their full name(s), addresses and descriptions, full particulars of their claims in writing to the Joint Receiver and Managers together with relevant proofs and supporting documents.

The Joint Receiver and Managers reserve the right, if so required, to request the creditors to come and prove their debts or claims by means of an affidavit.

Notice is also given that any person, having any claim against the said company, is required to submit same in writing to the Receiver and Managers with relevant proofs and supporting documents on or before 28th February, 2019.

All correspondence should be addressed to the Joint Receiver and Managers at the address below.

Dated: 8th February 2019

Messrs Yacoob Ramtoola and Afsar Ebrahim
Joint Receiver and Managers
Palmar Limitee *(In Receivership)*
c/o BDO & Co
10, Frère Félix de Valois Street
Port Louis
Tel: 202 3000 – Fax 202 9993
Email: afsar.ebrahim@bdo.mu /
yacoob.ramtoola@bdo.mu

BDO & Co, a firm of Chartered Accountants in Mauritius, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

(Rec. No. 17/405400)

NOTICE UNDER SECTION 187(1)(b) OF THE INSOLVENCY ACT 2009

ROYAL PARK BALACLAVA LTD

(In Receivership)

Notice is hereby given that I, Paul Gerald Lincoln A.C.A, of Ernst & Young Ltd, 9th Floor, Tower 1 NeXTeracom, Cybercity, Ebene have been appointed as Receiver and Manager of Royal Park Balaclava Ltd (In Receivership) (the "Company") on 07 February 2019 at 15:20 hours pursuant to Section 183 of the Insolvency Act 2009 and to the fixed & floating charge registered over the assets of the Company. The property in receivership consist mainly of moveable and immovable assets.

All persons holding any property, documents, books and records of the Company are requested to deliver them forthwith to the Receiver and Manager.

Further notice is given that all sums due to the Company should be payable to the Receiver and Manager and receipts for such payments shall only be valid if they bear the signature of the Receiver and Manager or his duly appointed representative.

Notice is also given to any person, who reckons that the Company holds property belonging to him/her or property in which he/she has rights, should submit his/her claim in writing to the Receiver and Manager with all supporting documents in respect of such ownership or right by 8 March 2019.

All correspondence should be addressed to:

The Receiver and Manager
Paul Gerald Lincoln
Royal Park Balaclava Ltd
(In Receivership)
C/o Ernst & Young Ltd
9th Floor, Tower 1 NeXTeracom
Cybercity, Ebene

Paul Gerald Lincoln
Receiver and Manager

(Rec. No. 17/405422)

(ADMINISTRATOR APPOINTED)

SOCIETE BONSAI

Notice is hereby given that I, Mr. Raj. D. Gangoosirdar, having my registered office at 20,

NOTICE UNDER SECTION 36(2)(c) OF THE COMPANIES ACT 2001

Notice is hereby given that Notice is hereby given that **Catalyst Principal Partners L.L.C.** has by a special resolution passed on 05 December 2018, changed its name into **Catalyst Manager I L.L.C**, as evidenced by a Certificate issued by the Registrar of Companies on 04 February 2019.

This 12th day of February 2019.

Ocorian Corporate Services
(Mauritius) Limited
Secretary

(Rec. No. 17/405420)

NOTICE UNDER SECTION 36(2)(c) OF THE COMPANIES ACT, 2001

Notice is hereby given that **ARCH Emerging Markets Limited** has, by a special resolution passed on 22 January 2019 changed its name to **ARCH Africa Renewable Power Limited** as evidenced by a certificate issued by the Registrar of Companies on 07 February 2019.

Dated this 11 February 2019.

AXIS Fiduciary Ltd
Company Secretary

(Rec. No. 17/405423)

NOTICE UNDER SECTION 36(2)(c) OF THE COMPANIES ACT 2001

Notice is hereby given that **MAISON BOIS LTEE** has by special resolution passed on 22 January 2019, changed its name to **J&Y ASSOCIATES LTD** as evidenced by a certificate issued by the Registrar of Companies on 11 February 2019.

Dated this: 13th February 2019.

JOCELYN VEERAYEN
Director

(Rec. No. 17/405415)

NOTICE UNDER SECTION 36(2)(c) OF THE COMPANIES ACT 2001

Notice is hereby given that the Private Company, **"GOLDEN GARMENTS CO. LTD."** has changed its name to **"ZEE PHONE MASTER LTD"** as evidenced by a Certificate issued under the Hand and Seal of the Registrar of Companies on the 6th of February 2019.

Dated this 6th of February 2019.

(Rec. No. 17/405358)

NOTICE UNDER SECTION 36(2)(c) OF THE COMPANIES ACT 2001

Notice is hereby given that the Private Company **"JAVED VAYID CO LTD"** has by a Special Resolution passed on 04th February 2019 resolved to change its name to **"Javed Vayid Holdings Ltd"**, as evidenced by a certificate given under the hand and seal of the Registrar of Companies on 11th February 2019.

Dated this 12th day of February 2019.

SIMO Corporate Services Ltd
Company Secretary

(Rec. No. 17/405401)

NOTICE UNDER SECTION 304 OF THE COMPANIES ACT 2001

In the matter of:

Oak Directors (Mauritius) Limited

Notice is hereby given that Oak Directors (Mauritius) Limited ("the Company"), of 1st Floor, Block B, Ruisseau Creole Complex, La Mivoie, Black River, Mauritius, shall, after expiry of this notice, be applying to the Registrar of Companies under Section 302 for the company to be removed from the register for the purposes of becoming incorporated under the law in force in the Republic of Seychelles.

Objections or claims, if any, should be lodged with the Registrar of Companies within 28 days from the date of this notice.

Dated: 08th day of February 2019

Oak Secretaries (Mauritius) Limited
Company Secretary

(Rec. No. 17/405437)

NOTICE UNDER SECTION 304 OF THE COMPANIES ACT 2001

Notice is hereby given that **First United Success Limited**, having its registered office at

CATERING have applied to the Central Water Authority for a ground water licence to use ground water from a borehole, No. BH 1307 at SSR International Airport, Plaine Magnien for the following purposes: Non Domestic.

Any person who wishes to object to the issue of the ground water licence may lodge his objection together with the reasons for such objection with the Central Water Authority within 21 days from the last publication of this notice.

Particulars and site plans of the property may be inspected at:

The Water Resources Unit,
3rd Floor,
Royal Commercial Centre,
St. Ignace Street,
Rose-Hill.

Date: 16.01.2019

NEW MAURITIUS HOTELS LIMITED
BEACHCOMBER CATERING
Applicant

(Rec. No. 17/405397)

NOTICE UNDER SECTION 36(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **Smaranna Consulting Ltd**, a domestic company, changed its name to **Smaranna Holistics Ltd** by virtue of certificate dated 13 September 2018 and thereafter reverted to its previous name, **Smaranna Consulting Ltd**, on 1 October 2018.

12 February 2019.

(Rec. No. 17/405407)

NOTICE UNDER 36(2)(c) OF THE COMPANIES ACT 2001

Notice is hereby given that **"PETRONAS China Energy Ltd"** has by special resolution changed its name to **"Garraf Technical Services Ltd"**, as evidenced by a certificate given under the seal of the office of the Registrar of Companies dated 31 January 2019.

11 February 2019

TMF Mauritius Limited
Registered Agent

(Rec. No. 17/405382)

NOTICE UNDER SECTION 36(2)(c) OF THE COMPANIES ACT 2001

Notice is hereby given that **Munchmeyer Petersen & Co.Africa Ltd** has by a special resolution passed on the 29th November 2018 changed its name to **Industrial Alliance Ltd** as evidenced by a certificate issued by the Registrar of Companies on the 25th January 2019.

Dated: 30th January 2019

For and on behalf of
Intercontinental Trust Ltd
Company Secretary

(Rec. No. 17/405411)

NOTICE UNDER SECTION 36(2)(c) OF THE COMPANIES ACT 2001

Quasar Capital Corporation Ltd

Notice is hereby given that the company **Quasar Capital Corporation Ltd** has by a special resolution on passed on 28 January 2019 changed its name to **Quasar Trading Corporation Ltd** as evidenced by a certificate issued by the Registrar of Companies on 06 February 2019.

Date: 08 February 2019

JurisTax Ltd
Secretary

(Rec. No. 17/405417)

NOTICE UNDER SECTION 36(2)(c) OF THE COMPANIES ACT 2001

Notice is hereby given that the Registrar of Companies has approved the change of name of **"CARACAL OIL @ GAS SERVICES GROUP LIMITED"** to **"CARACAL OIL & GAS SERVICES GROUP LIMITED"** as evidenced by a certificate issued by the Registrar of Companies on 28 January 2019 following the approval of its shareholders by way of special resolution on 10 December 2018 that the application for the change of name be made with the Registrar of Companies.

Dated this 30th day of January 2019.

International Proximity
Company Secretary

(Rec. No. 17/405327)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

1. Notice is hereby given that the Company, **Fir Tree Capital Opportunity (Mauritius) Ltd**, a Global Business Company Category 1, having its registered office at C/o Citco (Mauritius) Limited, 4th Floor, Tower A, 1Cybercity, Ebene, Mauritius, is applying to the Registrar of Companies for its removal from the Register under Section 309(1)(d) of the Companies Act 2001.

2. Notice is hereby also given that the Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.

3. Any objection to the removal of the Company under Section 313 of the Companies Act 2001 should be delivered to the Registrar of Companies not later than 28 days after the date of this notice.

Dated this 04 February 2019.

The Director

(Rec. No. 17/405418)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

Notice is hereby given that **ASIA INDO OPPORTUNITY II LTD** (the "Company") having its Registered Office at 5th Floor, Ebene Esplanade, 24 Cybercity, Ebene, Mauritius is applying to the Registrar of Companies to be removed from the Register of Companies under Section 309 of the Companies Act 2001 on the grounds that the Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with the Companies Act 2001.

Any objections, if any, shall be made with the Registrar of Companies, 1 Cathedral Square, Pope Hennessy Street, Port Louis, Mauritius, not less than 28 days from the date of publication of this notice.

Dated this 13th day of February 2019.

For and on behalf of
International Proximity
Company Secretary

(Rec. No. 17/405435)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

Notice is hereby given that the Company **"PLUMFIT CO. LTD"**, having its registered office at 10, Rashid Khan Street, Coromandel is applying to the Registrar of Companies, for the removal of the company from the Register under Section 309(1)(d) of the Companies Act 2001, on the following ground:

"The company has ceased to carry on business, has discharged in full its liabilities to all known creditors and has distributed its assets in accordance with its constitution and the Companies Act 2001."

That any objection to the removal shall be delivered to the Registrar Of Companies within 28 days from date of this notice.

Date: 14.02.19

BISSESSUR KUNAAL
Director

(Rec. No. 17/405437)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

Notice is hereby given that the company **MONT MAIN LTD**, having its registered office at c/o PLCJ Ltd, 1st Floor, Royal Road, Nautica, Black River, Mauritius, is to be removed from the register of companies under Section 309(1)(d) of the Companies Act 2001.

That the Company has ceased to carry on business, discharged in full its liabilities to all its known creditors and distributed its surplus assets in accordance with the Companies Act 2001.

That any objection to the removal shall be delivered to the Registrar of Companies not less than 28 days after the date of this notice, at latest by 13 March 2019.

Date: 13 February 2019

Board of directors

(Rec. No. 17/405416)

3rd Floor, Standard Chartered Tower, 19 Cybercity, Ebene, Mauritius intends to apply to the Registrar of Companies for the Company to be removed from the Register of Companies under Section 302 of the Companies Act 2001 for the purposes of becoming incorporated under the law in force in the Bahamas.

The application for the removal of the Company under section 302 of the Companies Act 2001 shall be made to the Registrar of Companies after 12 March 2019.

Dated this 12 February 2019

TMF Mauritius Limited
Registered Agent

(Rec. No. 17/405381)

NOTICE UNDER SECTION 309 OF THE COMPANIES ACT 2001

1. Notice is hereby given that the Company **"Kenn Organisation Ri (Mauritius) Ltd"** having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity, Ebene 72201, Mauritius, is applying to the Registrar of Companies for its removal from the Register under Section 309(1)(d) of the Companies Act 2001.
2. Notice is hereby also given that the Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.
3. Any objection to the removal of the Company under Section 313 of the Companies Act 2001 should be delivered to the Registrar of Companies not later than 12 March 2019.

Dated this 12 February 2019.

Secretary

(Rec. No. 17/405402)

NOTICE UNDER SECTION 309(1)(d) OF THE COMPANIES ACT 2001

Notice is hereby given that **Business Aviation Services Ltd** (the "Company") incorporated as a GBC 2 company and having its registered office at 6th Floor, Dias Pier Building, Le Caudan Waterfront, Caudan, Port Louis, Mauritius has on 31st day of December 2018 applied to the Registrar of Companies for removal of the Company from the Register under Section 309(1)(d) of the Companies Act 2001.

Notice is also given that the Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with the Companies Act 2001.

Any objection to the removal of the Company under Section 312 of the Companies Act 2001 is to be made in writing to the Registrar of Companies by latest the 6th March 2019.

Dated this 6th day of February 2019.

Frontiere Finance Ltd
Registered Agent

(Rec. No. 17/405399)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

EMR (MAURITIUS) LTD

Notice is hereby given

(1) That the above Company holding a Category 1 Global Business Licence and having its registered office at Rogers Capital Corporate Services Limited, 3rd Floor, Rogers House, No. 5 President John Kennedy Street, Port Louis, Mauritius is to be removed from the register of companies under Section 309(1)(d) of the Companies Act 2001.

(2) That the Company has ceased to carry on business, discharged in full its liabilities to all its known creditors and distributed its surplus assets in accordance with its constitution and the Companies Act 2001.

(3) That any objection to the removal under Section 313 shall be delivered to the Registrar of Companies not less than 28 days after the date of the notice, at latest by 11 March 2019.

Date: 7 February 2019

Rogers Capital Corporate Services Limited
Company Secretary

(Rec. No. 17/405421)

be made in writing to the Registrar of Companies by not later than 28 days from the date of the notice.

15th January 2019

Mrs Kinsy Elisa
Director

(Rec. No. 17/405380)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

Notice is hereby given that, **L.R. CONSULTANCY SERVICES LTD**, a Domestic Company having its Registered Office at 29 Willoughby Street, Curepipe, is applying to the Registrar of Companies for its removal from the Register under Section 309(1)(d) of the Companies Act 2001.

Notice is also hereby given that the Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with the Companies Act 2001.

Any objection to the removal under Section 312 of the Companies Act 2001 shall be made to the Registrar of Companies not less than 28 days from the date of this notice.

Dated this 12 February 2019

L. RAM
Director

(Rec. No. 17/405379)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

Notice is hereby given that the company **Black Duck Investments Ltd**, a Category 1 Global Business Licence Company, having its registered office at 3rd Floor, Ebène Esplanade, 24 Cybercity, Ebene, Mauritius is to be removed from the Registrar of Companies under Section 309(1)(d) of the Companies Act 2001.

That the Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with its constitution and the Companies Act 2001.

That any objection to the removal under Section 313 of the Companies Act 2001 shall be delivered to the Registrar of Companies not later than 28 days after the date of this notice.

Dated this: 11 February 2019.

Director

(Rec. No. 17/405408)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

In the matter of:

Logistics Strategies Services (Mauritius)

Notice is hereby given that "Logistics Strategies Services (Mauritius)" of Level 5, Maeva Tower, Bank Street, Cybercity, Ebène, Republic of Mauritius is applying to the Registrar of Companies for removal from the Register of Companies, under Section 309(1)(d) of the Companies Act 2001 on the ground that:-

"The Company has ceased to carry on business, has discharged in full its liabilities to all known creditors, and has distributed its surplus assets in accordance with the Companies Act 2001."

Objections or claims if any should be lodged with the Registrar of Companies not later than 28 days from the date of this notice.

Dated this 29 January 2019.

Director

(Rec. No. 17/405374)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that "**GOLDFISH INTERNATIONAL TRADING LTD.**", holding a Category 2 Global Business Licence and having its Registered Office address at Level 2, Max City Building, Remy Ollier Street, Port-Louis, Mauritius, is on this 12th day of February 2019 applying to the Registrar of Companies to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001.

Notice is hereby also given that the company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

WHITLEY PROPERTIES LIMITED

Notice is hereby given

(1) That the above Company holding a Category 2 Global Business Licence and having its registered office at C/o JurisTax Ltd, Level 3, Ebene House, Hotel Avenue, 33 Cybercity, Ebene, 72201, Mauritius is to be removed from the register of companies under Section 309(1)(d) of the Companies Act 2001.

(2) That the Company has ceased to carry on business, discharged in full its liabilities to all its known creditors and distributed its surplus assets in accordance with its constitution and the Companies Act 2001.

(3) That any objection to the removal under Section 313 shall be delivered to the Registrar of Companies not less than 30 days after the date of the notice, at latest 13 March 2019.

Date: 11 February 2019

JurisTax Ltd
Registered Agent

(Rec. No. 17/405417)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

FABRITEX LIMITED

Notice is hereby given:

(1) That the above Company having its registered office at C/o JurisTax Ltd, Level 3, Ebene House, Hotel Avenue, 33 Cybercity, Ebene, 72201, Republic of Mauritius is to be removed from the register of companies under Section 309(1)(d) of the Companies Act 2001.

(2) That the Company has ceased to carry on business, discharged in full its liabilities to all its known creditors and distributed its surplus assets in accordance with the Companies Act 2001.

(3) That any objection to the removal under Section 313 shall be delivered to the Registrar of Companies not less than 30 days after the date of the notice, at latest by 13 March 2019.

Date: 11 February 2019

JurisTax Services Ltd
Secretary

(Rec. No. 17/405417)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

Notice is hereby given that **RABNASS CO LTD**, a Domestic Company and having its registered office at B4, Résidence Père Laval, Quatre Bornes is on this 13th day of February 2019 applying to the Registrar of Companies to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001.

Notice is hereby also given that the company has ceased to carry business, has discharged in full its liabilities to all known creditors, and has distributed its surplus assets in accordance with the Companies Act 2001.

Any objection to the removal of the Company under Section 312 of the Companies Act 2001 is to be made in writing to the Registrar of Companies by not later than 28 days from the date of the notice.

13th February 2019.

Rabie DEBACHE
Director

(Rec. No. 17/405403)

NOTICE UNDER SECTION 311 OF THE COMPANIES ACT 2001

Notice is hereby given that **Faith & Grace Ltd**, a Domestic Company and having its registered companies office at 19 Camelia Street, Terrasson, Pointe Aux Sables is on this 09th day of January 2019 applying to the Registrar of Companies to be removed from the Register of Companies under Section 309 (1) (d) of the Companies Act 2001.

Notice is hereby also given that the company has ceased to carry business, has discharged in full its liabilities to all known creditors, and distributed its surplus assets in accordance with the Companies Act 2001.

Any objection to the removal of the Companies under Section 312 of the Companies Act 2001 is to

creditors, and has distributed its surplus assets in accordance with the Companies Act 2001.

Any objection to the removal of the company under Section 312 of the Companies Act 2001 is to be made in writing to the Registrar of Companies by latest on the 11th March 2019.

Dated this 11th February 2019.

Intercontinental Trust Limited
Registered Agent

(Rec. No. 17/465413)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **PACIFIC INTERNATIONAL SPORT CLUBS LIMITED**, a Category 2 Global Business Licence Company, having its registered office at Corporate & Chancery Chambers, 7th Floor New Caudan, Dias Pier, Le Caudan Waterfront, Port Louis, Mauritius is to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001.

That the Company has ceased to carry on business has discharged all its debts and liabilities in full and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.

That any objection to the removal under Section 313 of the Companies Act 2001 shall be made to the Registrar of Companies not later than 28 days from the date of this Notice.

Dated this 07th day of February 2019.

Corporate & Chancery Group Limited
Registered Agent

(Rec. No. 17/405386)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **WOODSEND LIMITED**, a Category 2 Global Business Licence Company, having its registered office at Corporate & Chancery Chambers, 7th Floor New Caudan, Dias Pier, Le Caudan Waterfront, Port Louis, Mauritius is to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001.

That the Company has ceased to carry on business has discharged all its debts and liabilities in full and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.

That any objection to the removal under Section 313 of the Companies Act 2001 shall be made to the Registrar of Companies not later than 28 days from the date of this Notice.

Dated this 07th day of February 2019.

Corporate & Chancery Group Limited
Registered Agent

(Rec. No. 17/405386)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **SEA PALACE GROUP LIMITED**, a Category 2 Global Business Licence Company, having its registered office at Corporate & Chancery Chambers, 7th Floor New Caudan, Dias Pier, Le Caudan Waterfront, Port Louis, Mauritius is to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001.

That the Company has ceased to carry on business has discharged all its debts and liabilities in full and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.

That any objection to the removal under Section 313 of the Companies Act 2001 shall be made to the Registrar of Companies not later than 28 days from the date of this Notice.

Dated this 07th day of February 2019.

Corporate & Chancery Group Limited
Registered Agent

(Rec. No. 17/405386)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **KONDAR HOLDINGS LIMITED**, a Category 2 Global

distributed its surplus assets in accordance with its constitutions and the Companies Act 2001.

Any objection to the removal of the company under Section 312 of the Companies Act 2001 is to be made in writing to the Registrar of Companies by latest on 12th day of March 2019.

Dated: 12 February 2019

OCRA (Mauritius) Limited
Registered Agent

(Rec. No. 17/405436)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **Lubumbashi Investments Limited** having its registered office at Level 3, Alexander House, 35 Cybercity, Ebene, Mauritius is applying to the Registrar of Companies under Section 309(1)(d) of the Companies Act 2001 to request the Registrar to remove the company from the register.

Notice is also given that the company has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with the Companies Act 2001.

Any objection to the removal of the company under Section 312 of the Companies Act 2001 is to be made in writing to the Registrar of Companies by latest on 13 March 2019.

Dated this 11 February 2019.

Intercontinental Trust Limited
Company Secretary

(Rec. No. 17/405412)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **Wusakili Investments Limited** having its registered office at Level 3, Alexander House, 35 Cybercity, Ebene, Mauritius is applying to the Registrar of Companies under Section 309(1)(d) of the Companies Act 2001 to request the Registrar to remove the company from the register.

Notice is also given that the company has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with the Companies Act 2001.

Any objection to the removal of the company under Section 312 of the Companies Act 2001 is to be made in writing to the Registrar of Companies by latest on 13 March 2019.

Dated this 11 February 2019.

Intercontinental Trust Limited
Company Secretary

(Rec. No. 17/405412)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **"B & S Tower VXIII Ltd"**, having its Registered Office at Level 9, Orange Tower Cybercity, Ebene is to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001, on the following grounds:

That the company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with the Companies Act 2001.

That any objection to the removal under section 312 of the Companies Act 2001 shall be delivered to the Registrar of Companies within 28 days from the date of this notice i.e. not later than 9th March 2019.

Dated this 8th day of February 2019.

Directors

(Rec. No. 17/405417)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **LIONSTONE CONSULTANTS LIMITED** holding a Category 2 Global Business Licence and having its registered office at Level 3, Alexander House, 35 Cybercity, Ebène, Mauritius is applying to the Registrar of Companies under Section 309(1)(d) of the Companies Act 2001 to request the Registrar to remove the company from the register.

Notice is also given that the company has discharged in full its liabilities to all its known

2001 should be delivered to the Registrar of Companies, not later than 28 days of the date of this notice.

Dated this 07 February 2019

Amicorp (Mauritius) Limited
Registered Agent

(Rec. No. 17/405392)

NOTICE GIVEN UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

(the "Act")

Notice is hereby given that **SOA Solutions** (the "Company"), having its registered office at 4th Floor, 19 Bank Street, Cybercity, Ebène 72201, Mauritius, is applying to be removed from the Registrar of Companies under Section 290(1)(b) of the Act.

That the Company has ceased to carry on its business, has disregarded in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with its constitution and the Act.

Any objection to the removal of the Company under Section 312 of the Act is to be made in writing to the Registrar of Companies by latest on 14 March 2019.

Dated 08 February 2019.

Apex Fund Services (Mauritius) Ltd
Company Secretary

(Rec. No. 17/405375)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Toro Gold Guinea Limited
(hereinafter the "Company")

Notice is hereby given:

That the Company, a Category 2 Global Business Company, having its Registered Office at c/o GMG Trust Ltd, 19th Floor, Newton Tower, Sir William Newton Street, Port Louis, is to be removed from the register of companies in accordance with Section 309(2) of the Companies Act 2001.

That the Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.

Any objections to the removal under Section 312 of the Companies Act 2001 shall be delivered to the Registrar of Companies not later than 11th day of March 2019.

Dated this 8th day of February 2019.

GMG Trust Ltd
Registered Agent

(Rec. No. 17/405384)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **Edge Trading**, a Category 1 Global Business Licence Company, having its Registered Office at Globefin Management Services Ltd, Rogers House, 5 President John Kennedy Street, Port-Louis, Mauritius is to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001.

The Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.

Any objection to the removal under section 312 of the Companies Act 2001 shall be delivered to the Registrar of Companies not later than 28 days from the date of this notice.

Dated this 7th day of February, 2019.

Globefin Management Services Ltd
Company Secretary

(Rec. No. 17/405391)

NOTICE GIVEN UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

('the Act')

Notice is hereby given that **Giant Steps** (the "Company"), having its registered office at c/o GFin Corporate Services Ltd, Level 6, GFin Tower, 42 Hotel Street, Cybercity, Ebene 72201, Mauritius is applying to be removed from the Register of Companies under Section 309(1)(d) of the Act.

Business Licence Company, having its registered office at Corporate & Chancery Chambers, 7th Floor New Caudan, Dias Pier, Le Caudan Waterfront, Port Louis, Mauritius is to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001.

That the Company has ceased to carry on business has discharged all its debts and liabilities in full and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.

That any objection to the removal under Section 313 of the Companies Act 2001 shall be made to the Registrar of Companies not later than 28 days from the date of this Notice.

Dated this 07th day of February 2019.

Corporate & Chancery Group Limited
Registered Agent

(Rec. No. 17/405386)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

Notice is hereby given that **WINDHILL LIMITED**, a Category 2 Global Business Licence Company, having its registered office at Corporate & Chancery Chambers, 7th Floor New Caudan, Dias Pier, Le Caudan Waterfront, Port Louis, Mauritius is to be removed from the Register of Companies under Section 309(1)(d) of the Companies Act 2001.

That the Company has ceased to carry on business has discharged all its debts and liabilities in full and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.

That any objection to the removal under Section 313 of the Companies Act 2001 shall be made to the Registrar of Companies not later than 28 days from the date of this Notice.

Dated this 07th day of February 2019.

Corporate & Chancery Group Limited
Registered Agent

(Rec. No. 17/405386)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

1. Notice is hereby given that the Company, **Africon Group Ltd**, a Global Business Company CATEGORY 2, having registered office at c/o Amicorp (Mauritius) Limited, 6th Floor, Tower 1, NeXTeracom Building, Ebene, Mauritius, is applying to the Registrar of Companies for its removal from the Register under Section 309(1)(d) of the Companies Act 2001.
2. Notice is hereby also given that the Company has ceased to carry on business, has discharged in full its liabilities to all known creditors, and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.
3. Any objection to the removal of the Company under Section 312 of the Companies Act 2001 should be delivered to the Registrar of Companies, not later than 28 days of the date of this notice.

Dated this 07 February 2019

Amicorp (Mauritius) Limited
Registered Agent

(Rec. No. 17/405392)

NOTICE UNDER SECTION 311(2) OF THE COMPANIES ACT 2001

1. Notice is hereby given that the Company, **Sweetpea Holding Limited**, a Global Business Company CATEGORY 2, having registered office at c/o Amicorp (Mauritius) Limited, 6th Floor, Tower 1, NeXTeracom Building, Ebene, Mauritius, is applying to the Registrar of Companies for its removal from the Register under Section 309(1)(d) of the Companies Act 2001.
2. Notice is hereby also given that the Company has ceased to carry on business, has discharged in full its liabilities to all known creditors, and has distributed its surplus assets in accordance with its Constitution and the Companies Act 2001.
3. Any objection to the removal of the Company under Section 312 of the Companies Act

The Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with the Act.

Any objection to the removal of the Company under Section 312 of the Act is to be made in writing to the Registrar of Companies by latest 28 days from the date of this publication.

Dated: February 07, 2019

GFin Corporate Services Ltd
Registered Agent

(Rec. No. 17/405396)

APPLICATION FOR THE ISSUE OF A LICENCE UNDER PART III OF THE EXCISE ACT

I, **Mr Satyanand MATTAO** of Mambahal Road, Bois Chéri have applied to the Director General of the Mauritius Revenue Authority for the issue of a new licence of Retailer of Liquor and Alcoholic Products - Off in respect of premises situated at Mambahal Road, Bois Chéri.

Any objection to the issue of the above licence, should be made to the Director General Mauritius Revenue Authority, Ehram Court, C/r Monseigneur Gonin & Sir Virgil Naz Streets, Port Louis within 21 days as from date published in the *Gazette*.

Mr Satyanand MATTAO
Applicant

(Rec. No. 17/405410)

APPLICATION FOR THE ISSUE OF A LICENCE UNDER PART III OF THE EXCISE ACT

I, **Mrs Sangeeta GUJADHUR** of Cnr Alouettes/Touterelles Avenue, Sodnac, Quatre-Bornes have applied to the Director General of the Mauritius Revenue Authority for the transfer of a licence of Retailer of Liquor and Alcoholic Products - Off in respect of premises situated at Cnr Alouettes/Touterelles Avenue, Sodnac, Quatre-Bornes to **Spel Trading Ltd**.

Any objection to the issue of the above licence, should be made to the Director General Mauritius Revenue Authority, Ehram Court, C/r Monseigneur Gonin & Sir Virgil Naz Streets, Port Louis within 21 days as from date published in the *Gazette*.

Mrs Sangeeta GUJADHUR
Applicant

(Rec. No. 17/405364)

APPLICATION FOR THE ISSUE OF A LICENCE UNDER PART III OF THE EXCISE ACT

Hollywood Holidays Ltd of Coastal Road, Poste Lafayette has applied to the Director General of the Mauritius Revenue Authority for the issue of a new licence of Retailer of Liquor and Alcoholic Products - Hotel/Guest House in respect of premises situated at Coastal Road, Poste Lafayette.

Any objection to the issue of the above licence, should be made to the Director General Mauritius Revenue Authority, Ehram Court, C/r Monseigneur Gonin & Sir Virgil Naz Streets, Port Louis within 21 days as from date published in the *Gazette*.

Hollywood Holidays Ltd
Applicant

(Rec. No. 17/405356)

APPLICATION FOR THE ISSUE OF A LICENCE UNDER PART III OF THE EXCISE ACT

I, **Mrs Marie Noëlle Bhadhoodeen Khan** of Rue La Paix, Domaine du Moulin, Goodlands has applied to the Director General of the Mauritius Revenue Authority for the issue of a new licence of Retailer of Liquor and Alcoholic Products - Off in respect of premises situated at Rue La Paix, Domaine du Moulin, Goodlands.

Any objection to the issue of the above licence, should be made to the Director General Mauritius Revenue Authority, Ehram Court, C/r Monseigneur Gonin & Sir Virgil Naz Streets, Port Louis within 21 days as from date published in the *Gazette*.

Mrs Marie Noëlle Bhadhoodeen Khan
Applicant

(Rec. No. 17/405427)

CESSATION OF SALES OF LIQUOR

CMPL (BAGATELLE) LIMITEE

The Hypermarket has ceased its sale of liquor since the 31st of December 2018 due to its closure.

The Management apologises for any inconvenience caused.

Date: 11th February 2019

Mr Jean Michel Rouillard

(Rec. No. 17/405417)

BY AUTHORITY: GOVERNMENT PRINTING DEPARTMENT, LA TOUR KOENIG. 15/02/19 – 1188