

Intellectual Property Rights, And Competition Law

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Lecture - 38

IP Licensing and Indian Competition Law (Contd.).

Hello again, let's continue with our previous discussion on IP Licensing and Indian Competition Law, we will today focus on one of the major challenging areas in the recent time, which is SEP litigation or the Standard Essential Patent litigation. So, we have already discussed the *Samsung, Motorola* as well as the *Huawei case* in European Union.

India is also not immune to SEP litigations. Ericsson case is one of the prominent cases in the area of standard essential patent litigation. Today we will see how the competition commission has analysed and looked into the standard essential patent litigation in India.

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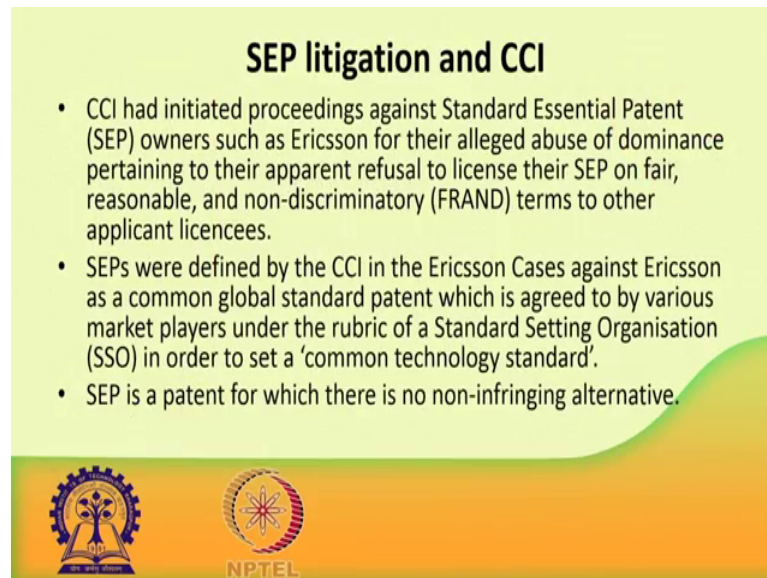
IP Licensing cases in India
-SEP licensing and Indian competition Law
-Micromax vs Ericsson
-Intex vs Ericsson
-Best IT world vs Ericsson

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Today our discussion would focus on SEP licensing and Indian competition law, where we will look into three cases which are related, as all these cases are against Ericsson. We will discuss the aspects of *Micromax versus Ericsson*, *Intex versus Ericsson* and *Best IT world versus Ericsson* or the *iBall case*.

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SEP litigation and CCI

- CCI had initiated proceedings against Standard Essential Patent (SEP) owners such as Ericsson for their alleged abuse of dominance pertaining to their apparent refusal to license their SEP on fair, reasonable, and non-discriminatory (FRAND) terms to other applicant licensees.
- SEPs were defined by the CCI in the Ericsson Cases against Ericsson as a common global standard patent which is agreed to by various market players under the rubric of a Standard Setting Organisation (SSO) in order to set a 'common technology standard'.
- SEP is a patent for which there is no non-infringing alternative.

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The competition commission of India has initiated its proceeding against standard essential patent owners in Ericsson case for their alleged abuse of dominant position pertaining to the refusal to license under *FRAND* terms or *fair, reasonable and non-discriminatory terms* to the other applicant licensees.

So, the Competition Commission of India has defined standard essential patents in this Ericsson case. SEPs are the common global standard patent which are agreed by various market players under the rubric of a standard setting organization, in order to set a common technology standard. When a technology becomes a standard it means the technology becomes indispensable for the development of a product.

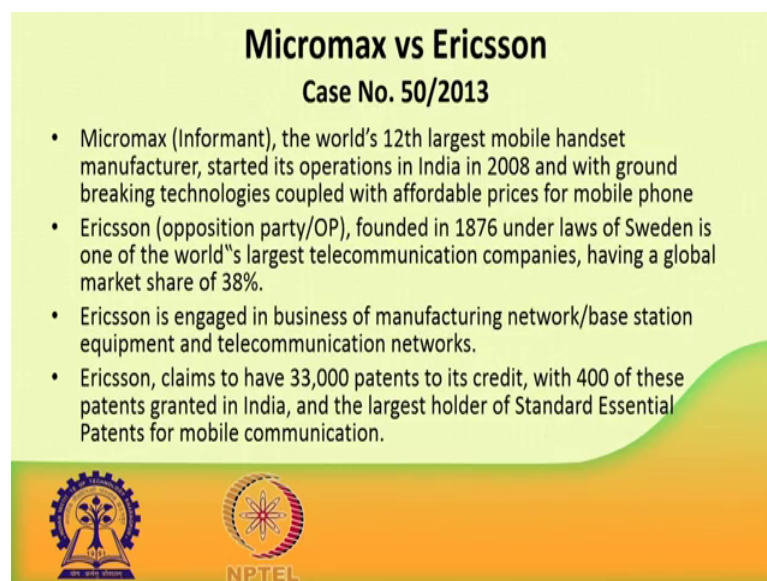
So, in order to stop *patent holding* or the *royalty stacking*, the standard setting organization has lead the development of standard essential patents by virtue of which patent would be available to all the like applicant who wants to use the technology. So,

once a patent is declared as a standard essential patent, the patent owner cannot refuse to license the technology under FRAND terms.

FRAND terms are *fair, reasonable and non-discriminatory terms*, a sort of terms and condition which are mutually beneficial to both the parties, both the parties should agree to the conditions for that technology. The standard essential patent is a patent for which there is no alternative non infringing technology available.

And it becomes obsolete only when some new technology comes in or the product is no more in use. Standard essential patents are burning topics these days, because these are used for telecommunication or internet or the latest things which we are using these days like gadgets and everything else.

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Micromax vs Ericsson
Case No. 50/2013

- Micromax (Informant), the world's 12th largest mobile handset manufacturer, started its operations in India in 2008 and with ground breaking technologies coupled with affordable prices for mobile phone
- Ericsson (opposition party/OP), founded in 1876 under laws of Sweden is one of the world's largest telecommunication companies, having a global market share of 38%.
- Ericsson is engaged in business of manufacturing network/base station equipment and telecommunication networks.
- Ericsson, claims to have 33,000 patents to its credit, with 400 of these patents granted in India, and the largest holder of Standard Essential Patents for mobile communication.

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One of the important and one of the first litigation in the SEP area in India was *Micromax versus Ericsson*. So, Micromax is an Indian company, world's 12th largest mobile headset manufacturer company and it started operation in India in the year 2008 and prepares affordable mobile phones for consumers and also prepares regulated mobile accessories.

Whereas Ericsson is an older company which was established in 1876 in Sweden and is one of the largest telecommunication companies in the world and has a global presence

of 38 percent in terms of market share. Ericsson is engaged in the manufacturing of network, base station equipments and telecommunication networks.

Ericsson claims to have nearly 33,000 patents out of which 400 patents are granted in India and it claims to be the largest holder of standard essential patents. So, it is one of the major player which is providing SEP technology. It has standard essential patents in 2G, 3G, 4G, GPRS technology, related things in the telecommunications sector.

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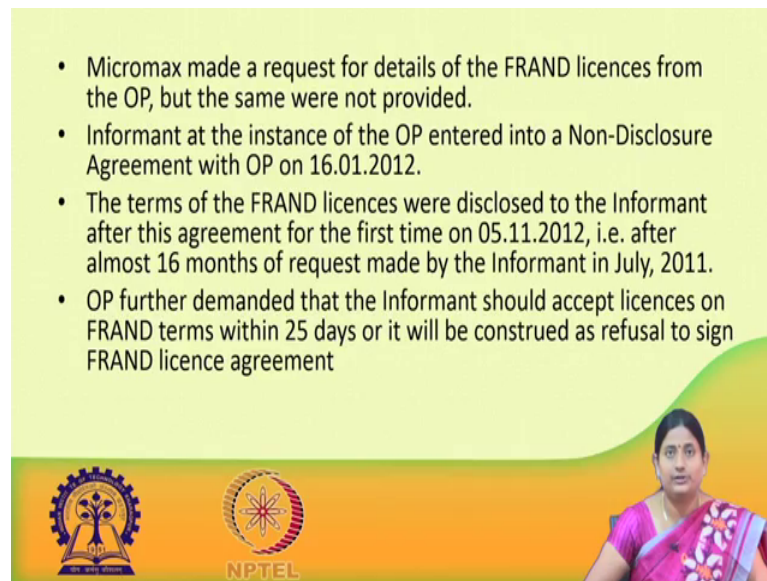
- Micromax received a notice from OP on 03.11.2009, for alleged infringement of essential GSM patents of Ericsson.
- Ericsson demanded that Micromax should secure the licences of these patents on Fair, Reasonable and Non-Discriminatory Terms (FRAND Terms).
- No details of the patents so infringed by the Informant were provided by Ericsson
- Similar notice was sent again 2011

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In this case, Ericsson gave a notice to Micromax in the year 2009 for its alleged infringement of the essential GSM patents. Ericsson demanded that Micromax should secure the licenses for those technologies under *fair, reasonable and non discriminatory* terms.

In the reply to this notice, Micromax asked the details of the patents, which Ericsson thinks that Micromax is infringing but Ericsson did not reply and in the notice also it did not mention the patents which they thought Micromax was infringing. First notice was sent in 2009, second notice was sent in 2011.

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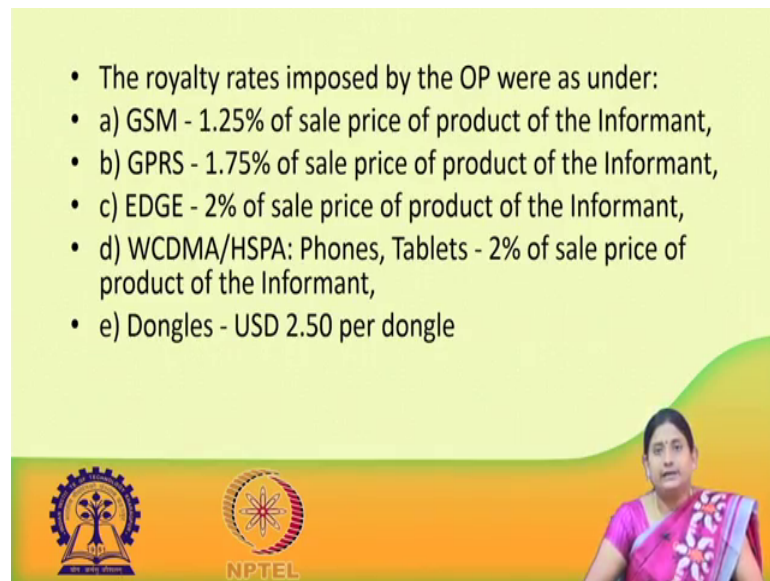


- Micromax made a request for details of the FRAND licences from the OP, but the same were not provided.
- Informant at the instance of the OP entered into a Non-Disclosure Agreement with OP on 16.01.2012.
- The terms of the FRAND licences were disclosed to the Informant after this agreement for the first time on 05.11.2012, i.e. after almost 16 months of request made by the Informant in July, 2011.
- OP further demanded that the Informant should accept licences on FRAND terms within 25 days or it will be construed as refusal to sign FRAND licence agreement

Micromax again asked for the details of FRAND licensing terms from Ericsson or the opposition party(OP), but Ericsson again did not provide any of the details of FRAND licences, which he had entered earlier or which they want Micromax to enter into. Ericsson said they will reveal the conditions of FRAND licensing negotiation only after Micromax signs a non-disclosure agreement with them and the conditions of the non-disclosure agreement were also very stringent and cannot be revealed to any third parties.

Finally, Micromax agreed to sign this non-disclosure agreement and the terms of the FRAND licensing were revealed to Micromax nearly after 16 months i.e. in November 2012 the conditions of FRAND license were revealed to Micromax, but the request was in place since July 2011. Ericsson further said that Micromax has to sign the agreement within 25 days of this notice or else it will be construed as a refusal to sign FRAND agreement. There were very stringent conditions associated with the license.

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- The royalty rates imposed by the OP were as under:
- a) GSM - 1.25% of sale price of product of the Informant,
- b) GPRS - 1.75% of sale price of product of the Informant,
- c) EDGE - 2% of sale price of product of the Informant,
- d) WCDMA/HSPA: Phones, Tablets - 2% of sale price of product of the Informant,
- e) Dongles - USD 2.50 per dongle

In the FRAND licensing terms, the royalty rates imposed by Ericsson were quite high, for GSM it charged nearly 1.25 percent of the sales price of the product, GPRS 1.75 percent of the sales price of the product, for edge technology 2 percent of the sales price, for WCDMA and for HSPA for phones and tablets 2 percent of the sales price, for dongles USD 2.5 per dongle.

So, you can see Ericsson asked the royalty in terms of the sales price of the product, the royalty is not set up on the technology itself. This is one of the important thing in this case.

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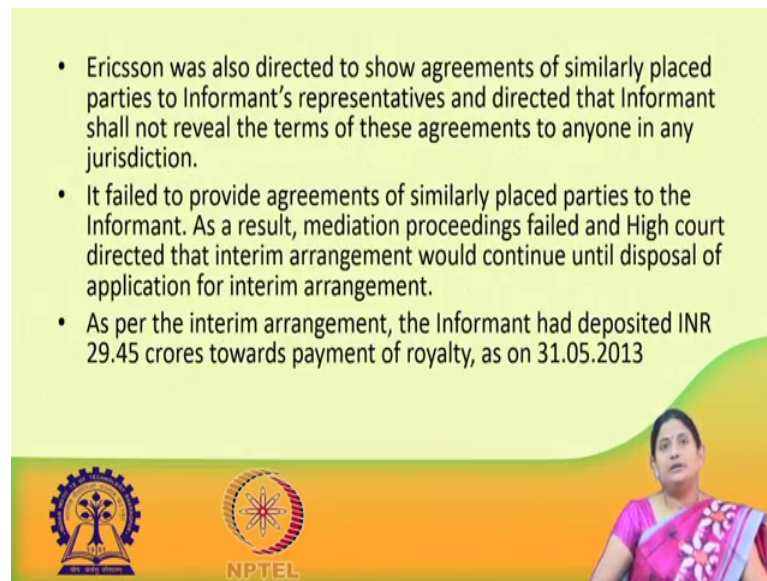
- Ericsson thereafter instituted a civil suit against the Informant, being C.S. (OS) 442/2013, before High Court of Delhi, alleging infringement of eight Standard Essential Patents (SEPs), used in 2G, 3G and 4G devices.
- The Single Judge recorded an interim arrangement between the parties, as per which the Informant started payment of the royalties to OP from 19.03.2013, at the rates demanded.
- The High Court in its order passed on 10.04.2013, also appointed an Arbitrator and directed the parties to enter into mediation talks.



Even after signing the NDA, Ericsson instituted a civil suit against Micromax in 2013, before the high court of Delhi, alleging that Micromax has infringed eight of its standard essential patents. Since Micromax signed the NDA but did not agree to pay high rates of licensing fees, Ericsson filed a civil suit in the high court of Delhi.

A single judge bench recorded the interim arrangement between the parties as per which Micromax started the payments of royalties to the opposition party, i.e. Ericsson, from 2003 at the demanded rates. So they agreed to pay the royalty, then in the order passed in 2013 by the high court an arbitrator was appointed and it directed the parties to enter into a kind of mediation talk.

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- Ericsson was also directed to show agreements of similarly placed parties to Informant's representatives and directed that Informant shall not reveal the terms of these agreements to anyone in any jurisdiction.
- It failed to provide agreements of similarly placed parties to the Informant. As a result, mediation proceedings failed and High court directed that interim arrangement would continue until disposal of application for interim arrangement.
- As per the interim arrangement, the Informant had deposited INR 29.45 crores towards payment of royalty, as on 31.05.2013


But during this mediation, Ericsson was asked to show all the other agreements, which it had entered into with their other competitors, other parties, other licensees and the terms and condition of such agreements should be revealed, which it had placed in other jurisdiction should also be brought to the notice, during mediation talk.

However, Ericsson did not show any of their brand licensing agreements during mediation talk. Hence, the mediation proceedings failed and the high court directed that interim arrangement would continue, for the interim period, until the disposal of the application. So, as per the interim arrangement, Micromax paid nearly 29.45 crores as a royalty in the year 2013.

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Micromax's submission to CCI

- Ericsson abused its dominant position by imposing exorbitant royalty rates for SEP
- Micromax argued that royalty rates imposed by the OP were not product based i.e. royalty was not being charged on the basis of cost of product licensed but was being charged on the basis of value of the phone in which product of the OP was being used and the Informant had to pay a percentage of cost of the phone as royalty
- The OP had arbitrarily imposed royalty on basis of sale price of the phone, while the royalty should be charged on basis of value of technology/chipset used in the phone
- OP charging different royalties from different licensee

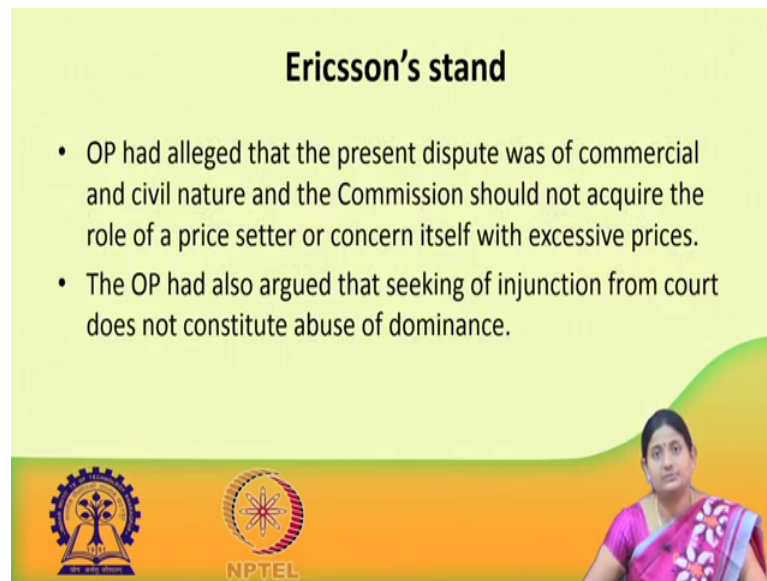


Even though they were paying the case was still going on. During this time, Micromax complained to Competition Commission of India. In its complaint Micromax alleged that Ericsson is abusing its dominant position by imposing high royalty rates for the SEPs and Micromax argued that the royalty rates which Micromax is imposing were not product base, were not charged on the basis of the cost of the product licensed. But, charged on the basis of the value of the phone in which the technology is being used.

For example, if Micromax is selling a phone in 100 rupees, then as per the contract it had to pay 1.25 percent of the royalty. But if the Micromax is selling the phone in 1000 rupees then it has to give 12.5 rupees to Ericsson. So, Micromax alleged that Ericsson is charging the royalty on the price of the final product which Micromax is selling. So, it is not a technology licensing fee per se it is getting a share of the product which is sold.

As per Micromax, Ericsson is arbitrarily posting royalty on the basis of sales price of the phone, while the royalty should be on the basis of the value of the technology or the chipset used in the phone, but not on the price of the phone per se and Micromax alleged that Ericsson is charging different licensing fee from different licensee. So, these submissions were made to competition commission of India.

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Ericsson's stand

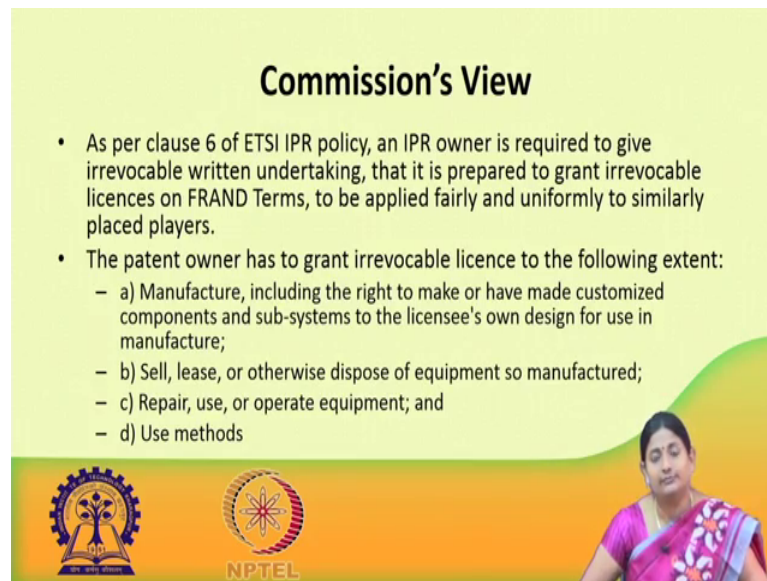
- OP had alleged that the present dispute was of commercial and civil nature and the Commission should not acquire the role of a price setter or concern itself with excessive prices.
- The OP had also argued that seeking of injunction from court does not constitute abuse of dominance.

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Replying to it, Ericsson said that Micromax is already paying royalty to Ericsson, and yet they have complained to commission. This was one of the stand. Ericsson replied to competition commission of India arguing that the present dispute is commercial and civil in nature and the competition commission should not acquire the role of a price setter or concern itself with excessive pricing.

Basically, they wanted to say that it is not in the purview of competition commission of India to decide the price or the nature of this conflict. Ericsson also argued that seeking injunction from the court does not constitute abuse of dominant position. So, these were the two grounds on which Ericsson replied to competition commission of India.

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Commission's View

- As per clause 6 of ETSI IPR policy, an IPR owner is required to give irrevocable written undertaking, that it is prepared to grant irrevocable licences on FRAND Terms, to be applied fairly and uniformly to similarly placed players.
- The patent owner has to grant irrevocable licence to the following extent:
 - a) Manufacture, including the right to make or have made customized components and sub-systems to the licensee's own design for use in manufacture;
 - b) Sell, lease, or otherwise dispose of equipment so manufactured;
 - c) Repair, use, or operate equipment; and
 - d) Use methods

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While taking cognizance of the case, commission said that when any company, when a patent owner declares its patent as standard essential patent they have to abide by certain clauses and rules mentioned by the standard setting organisation. As Ericsson had the SEPs declared by ETSI, as per clause 6 of ETSI IPR policy, an IPR owner is required to give irrevocable written undertakings that they are prepared to grant irrevocable licences on FRAND terms, to be applied fairly and uniformly to similarly placed player.

Once ETSI has declared a patent to be a standard essential patent, then as per the IPR policy clause 6, the patent holder should give the licence on fair, reasonable and non-discriminatory terms and it should be uniform for all the competitive players placed and the patent owner has to grant irrevocable licence to the following extent, to manufacture including the right to make or to have customised components, subsystems or the licensee's own design for using, manufacture, sell, lease or otherwise dispose off the equipment so manufactured, repair, use or to operate equipment and use methods.

So, once the license has been given now the licensee has the independence or freedom to use it for different purpose, which are already mentioned in the IPR policy of ETSI.

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Relevant Market

- The SEPs owned by Ericsson are in respect of the 2G, 3G and 4G patents used for smart phones, tablets etc., which fall under „GSM“ technology.
- As such, prima facie the relevant product market would be the SEP(s) in GSM compliant mobile communication devices.
- The Informant has contended dominance of Ericsson in the Indian markets and the relevant geographic market would be the territory of India.
- The relevant market thus would be the SEP(s) in GSM compliant mobile communication devices in India.

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As shown Ericsson was not abiding by all these clauses. So, the competition commission of India wanted to analyse what is the relevant market in this case. The SEPs held by, owned by Ericsson are in the 2G, 3G, 4G as well as GSM technology which falls in the GSM technology domain.

Prima facie the relevant product market is the GSM compliant mobile communication devices and Ericsson was considered to be a dominant player since there are more than 400 patents which were granted in India out of the total 33000 patents that it held, out of which maximum number of patents are declared as standard essential patent. So, Ericsson was considered to be a dominant player in the relevant market i.e. GSM compliant smart phone devices and the relevant market was India.

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CCI decision

- Royalty rates make it clear that the practices adopted by the OP were discriminatory as well as contrary to FRAND terms.
- The royalty rates had no linkage to patented product, contrary to what is expected from a patent owner holding licences on FRAND terms.
- Section 62 of the Act makes it clear that provisions of Competition Act are in addition to and not in derogation of other existing laws.
- Commission is of the opinion that it was a fit case for through investigation by the DG into the allegations made by the Informant

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Finally, the competition commission decided that the royalty rates make it clear that the practices adopted by Ericsson were discriminatory as well as contrary to the FRAND terms, because it was not charging the same price from all the similarly placed competitors/licensees. Also, the royalty has no linkage with the patented product since it had charged royalty on the basis of the final price of the product sold, not on the technology per se and also answering to the stand by the Ericsson, competition commission of India mentioned that section 62 of competition act makes it clear that the provision of the competition act are in addition to, not derogation to other existing laws.

So, the competition commission of India has the jurisdiction to decide all these cases, even though it is a patent litigation or a civil suit. The commission was of the opinion that there is a prima facie anti-competitive behaviour and it had asked for an investigation by the DG. In the earlier classes we discussed about this case, for example analysing the jurisdiction of IP cases in competition commission of the India and here we now focused on both the jurisdictional aspect as well as the anti-competition clauses in an agreement looked from the point of view of competition commission of India.

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Intex Technologies V Ericsson
Case No. 76/2013

- The informant alleged that Ericsson, by way of its “Term Sheet for A Global Patent License Agreement (GPLA)” demanded exorbitant royalty rates and unfair terms for licensing its patents to the Informant.
- Ericsson also made it clear that the jurisdiction and governing law for the GPLA would only be Sweden.
- Ericsson also required the Informant to enter into an NDA as a necessary pre-condition for letting the Informant know about the details of the alleged infringement



One of the related case is *Intex technology versus Ericsson*. It was filed in 2013. Intex technology is an Indian company, which supplies various desktops, LED, LCD, CPUs and computer accessories. Intex technology alleged that Ericsson, by the way of its term sheet for a global patent license agreement or the GPLA licensing agreement, demanded exorbitant, royalty rates and unfair terms of licensing for its patent from Intex technology.

In licensing agreement Ericsson made it clear that the jurisdiction and the governing laws for licensing agreement would be Sweden and Ericsson also required Intex technologies to enter into a non-disclosure agreement as a necessary precondition for letting them know about the details of the alleged infringement. So, when Ericsson notified Intex technology of their alleged infringement of certain standard essential patents, then they sent a notice to Intex technology to sign the GPLA licensing agreement.

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- Ericsson refused to share the commercial terms and royalty payments on the grounds of Non-Disclosure Agreements (“NDAs”), strongly suggestive of the fact that different royalty rates/commercial terms were being offered to the potential licensees belonging to the same category.
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One of the clause in GPLA licensing agreement was that it would be governed by the laws in the Sweden and that it had to enter into a non-disclosure agreement, before it can know what kind of patents it had infringed.

Ericsson refused to share the commercial terms and royalty payments on the ground of non-disclosure agreements. Intex asked about the general FRAND terms, which it was entering into with Ericsson, but Ericsson did not provide any prior information and denied to share any commercial terms, royalty rates and royalty payments.

That lead to the fact that different royalty rates are being charged by Ericsson from potential licensee, also because Ericsson refused to share the commercial terms and royalty payments on the grounds of non-disclosure agreements.

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Intex Technologies V Ericsson

Case No. 76/2013

- The informant alleged that Ericsson, by way of its “Term Sheet for A Global Patent License Agreement (GPLA)” demanded exorbitant royalty rates and unfair terms for licensing its patents to the Informant.
- Ericsson also made it clear that the jurisdiction and governing law for the GPLA would only be Sweden.
- Ericsson also required the Informant to enter into an NDA as a necessary pre-condition for letting the Informant know about the details of the alleged infringement



Intex technology filed a complaint with the competition commission stating that they repeatedly requested for the terms and condition of the licensing agreements, the royalty rates, but Ericsson refused to give any details of the infringement or the details about the royalty rates unless and until Intex technologies signs an NDA.

The commission held that, in similar line with the Micromax case, Ericsson is in a dominant position as well as the relevant market is the GSM mobile technologies, related technologies, relevant geographical market was India and the case can be looked along with the Micromax case.


Therefore, competition commission of India, in this case also, found a prima facie case and asked the DG for a further investigation and to submit a report in 60 days.

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Best IT World V Ericsson

Case No. 04 of 2015


- In November 2011 Ericsson issued a letter to the Informant for alleged infringement, of Informant's past, present and future GSM (Global System for Mobile Communications) and/ or WCDMA (Wideband Code Division Multiple Access) compliant products and requested for a meeting to discuss the issue.
- Ericsson did not specify any patents which were directly relevant to the Informant's products that were infringed



The third related case is *Best IT world* versus Ericsson which is popularly known as *the iBall company*. This was a litigation in 2015, but it first started in 2011, when Ericsson issued a letter to iBall or the best IT world company for its GSM and WCDMA technology and requested *Best IT World* to discuss for the possible infringement of its standard essential patent. In this letter again, Ericsson did not specify the number of patents which were directly infringed by *Best IT World* or the probable patent that can be licensed.

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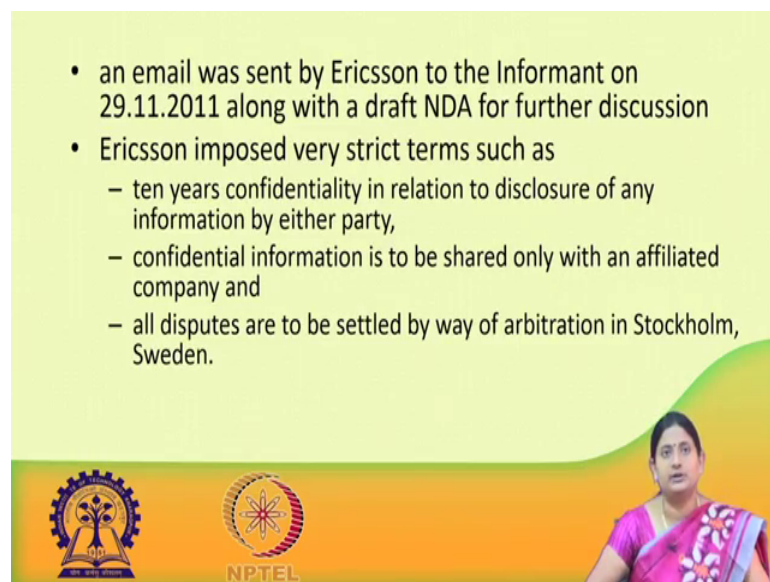
- During the meeting, Ericsson asked Informant to enter into a global patent licensing arrangement (**GPLA**) for all the patents of Ericsson.
- The Informant expressed its willingness to enter into GPLA if Ericsson could identify the patents which were alleged to have been infringed, such patents were valid and enforceable in India and the terms of such arrangement were reasonable and not onerous.
- Ericsson informed the Informant that a non-disclosure agreement (NDA) would have to be entered into before proceeding further in the matter.
- Ericsson refused to share any information about the patent infringements until it executes the NDA.



They asked for a meeting. During the meeting Ericsson asked the iBall company to enter into GPLA agreement for all of its patents. Initially they said that iBall had infringed some of the patents, but during the discussion Ericsson asked iBall company to enter into the GPLA licensing agreement for all of the patents which Ericsson was holding or owning. The iBall company expressed their willingness to enter into GPLA, if Ericsson could identify the patents which were alleged to have been infringed and such patents were valid and enforceable in India.

So, they asked for the list, which are the patents that were infringed, what are the patents that were valid. They did not want Ericsson to stack up the royalties or hold the patents. So, they asked the details first, then iBall was willing to enter into the negotiation, but Ericsson has to give the details of the patent. Like the earlier cases Ericsson asked iBall to enter into a non-disclosure agreement, then only they can proceed further in this matter, however Ericsson would not share any information about the patent infringement unless and until NDA is executed.

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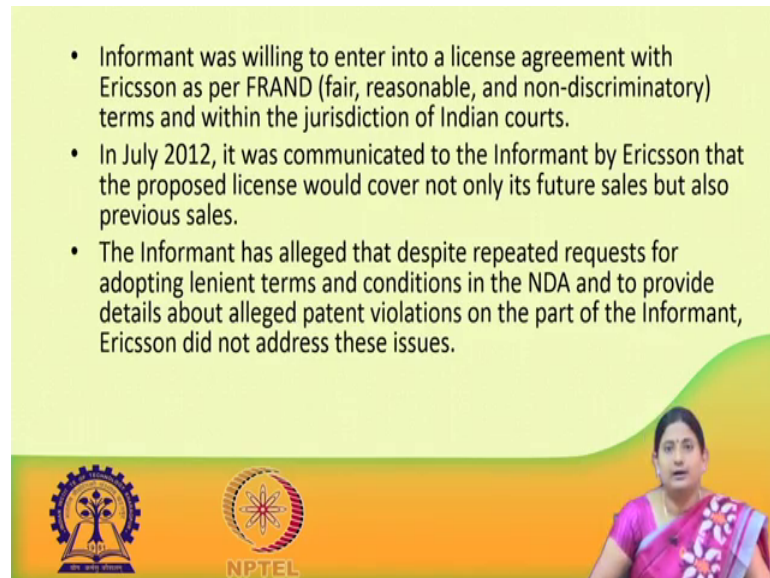


- an email was sent by Ericsson to the Informant on 29.11.2011 along with a draft NDA for further discussion
- Ericsson imposed very strict terms such as
 - ten years confidentiality in relation to disclosure of any information by either party,
 - confidential information is to be shared only with an affiliated company and
 - all disputes are to be settled by way of arbitration in Stockholm, Sweden.

In 2011, another mail was sent by Ericsson to iBall with a draft of the NDA for further discussion and in that draft Ericsson imposed very strict conditions. First, ten years of confidentiality in relation to the disclosure of any information by either party,

confidentiality information is to be shared only with the affiliated company and all disputes will be settled by arbitration in Stockholm, Sweden.

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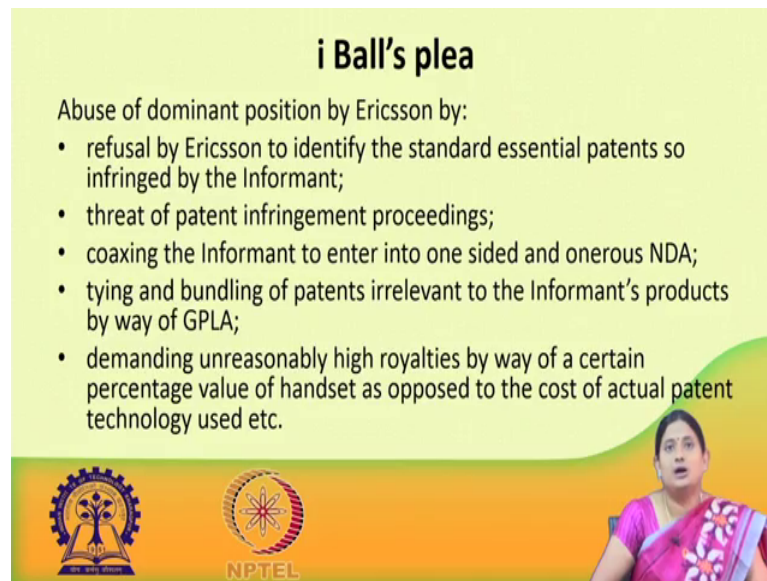


- Informant was willing to enter into a license agreement with Ericsson as per FRAND (fair, reasonable, and non-discriminatory) terms and within the jurisdiction of Indian courts.
- In July 2012, it was communicated to the Informant by Ericsson that the proposed license would cover not only its future sales but also previous sales.
- The Informant has alleged that despite repeated requests for adopting lenient terms and conditions in the NDA and to provide details about alleged patent violations on the part of the Informant, Ericsson did not address these issues.

These are very restrictive for any Indian company, but iBall was willing to enter into FRAND licensing agreement with Ericsson, provided the jurisdiction be India and in July 2012 Ericsson communicated to iBall that the proposed license would not only cover the future sales, but also the prior sales which the company had notified to iBall earlier.

So, now, iBall company alleged that despite repeated request for adopting lenient terms and conditions in the NDA and to provide details about the alleged patent violations to iBall company, Ericsson did not reply to any of these queries.

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i Ball's plea

Abuse of dominant position by Ericsson by:

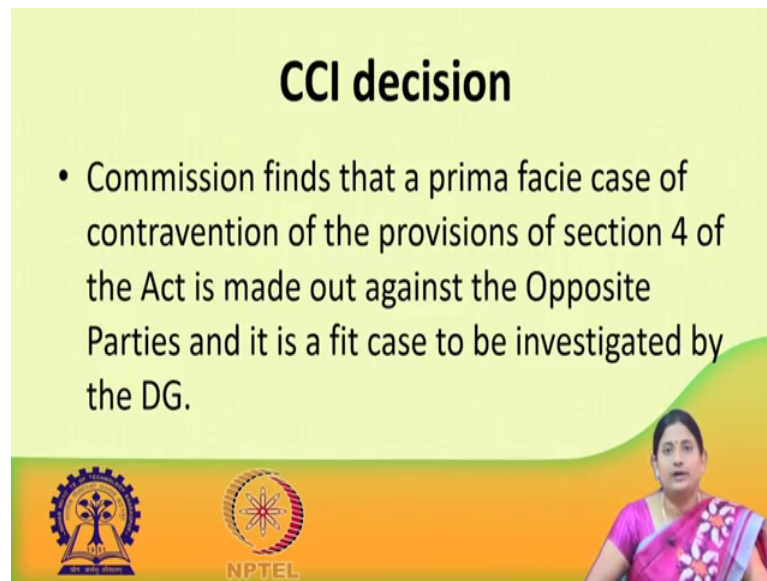
- refusal by Ericsson to identify the standard essential patents so infringed by the Informant;
- threat of patent infringement proceedings;
- coaxing the Informant to enter into one sided and onerous NDA;
- tying and bundling of patents irrelevant to the Informant's products by way of GPLA;
- demanding unreasonably high royalties by way of a certain percentage value of handset as opposed to the cost of actual patent technology used etc.

The slide features a green background with a yellow wave at the bottom. On the left, there are logos for IIT Bombay and NPTEL. On the right, there is a small video inset of a woman in a pink sari speaking.

iBall pleaded to competition commission of the India, regarding the abuse of dominant position of Ericsson and said that Ericsson is abusing its dominant position by refusing the license to iBall, by refusing to identify the standard essential patents infringed by the company iBall and by giving threats for patent infringement suits and coaxing the informants to enter into one sided and onerous non-disclosure agreements.

And, they are trying to tie and bundle patents irrelevant to informant's product by way of *global patent licensing agreement* and they are charging unreasonably high royalty rates for all these patents, which is a value of percentage of the handset other than the actual cost of the patented technology, as was in the case of Micromax as well as world's best technology case.

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CCI decision

- Commission finds that a prima facie case of contravention of the provisions of section 4 of the Act is made out against the Opposite Parties and it is a fit case to be investigated by the DG.

The slide features a light green background with a yellow-to-orange gradient at the bottom. On the left, there are two circular logos: the first is the emblem of the Competition Commission of India (CCI), and the second is the NPTEL logo. On the right, there is a small inset image of a woman in a pink and white sari.

The competition commission found that there happens to be a prima facie case of contraventions of the provision of section 4, and abuse of dominant position exists and that this case is a fit case for investigation by the director general. So this case was also placed in reference to the earlier two cases and the competition commission of India held that these three cases should be dealt with reference to each other.

Cases are still pending, final decision has not come out yet, but this discussion would help us to understand how the terms and conditions by a SEP holder may be considered as anti-competitive for example by not disclosing the allegedly infringed patents or by not disclosing the terms and conditions, by charging excessive high royalty rates which are not based on the product or the technology itself but based on the final sales price of handset or other final product

All these activities would come under anti-competitive practices and the competition commission of India is taking a very stiff position to all these behaviour since the competition commission of India is very new in comparison to the European Union.

Still with cases like Micromax, India has already entered into the litigation of standard essential patent and with the advent of technology many such litigation are likely to come up. Competition Commission of India is keeping a close watch on all these

technology area, not only the anti-competitive behaviour or abuse of dominance, but also the combination of various big enterprises, which are holding major technologies.

So, for your reference, you may go to the competition commission of India website, where you can find all these relevant case documents, the decision by competition commission of the India. Please, go through it, it would give you a clear idea, how the competition commission is looking into these IP licensing cases. Hopefully, this would be helpful to you and if you have any query please let us know in the comment sections.

Thank you very much.