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**COMPETITION COMMISSION OF INDIA**

**Case No. 46 of 2021**

**In Re:**

**Showtyme (through Vijay Gopal, Prop. of  
Vanila Entertainments)**

**Informant**

Prop. of Vanila Entertainments  
12-13-1085/72, 3<sup>rd</sup> Floor, Street No.1,  
Shirdi Sai Nagar, Tarnaka, Secunderabad,  
Telangana - 500017

**And**

**Opposite Party**

**Big Tree Entertainment Pvt. Ltd.  
(BookMyShow)**

3<sup>rd</sup> Floor, H. No. 8-2-248/1/757/57A, Plot No. 57,  
Road No. 3, Nagarjuna Circle Road, Beside ICICI  
Bank Lane, Nagarjuna Hills,  
Hyderabad, Telangana – 500082

**Head Office:** Ground Floor, Wajeda House,  
Gulmohar Cross, Road No. 7, Juhu Scheme,  
Mumbai, Maharashtra - 400049

**CORAM:**

**Ravneet Kaur  
Chairperson**

**Anil Agrawal  
Member**

**Sweta Kakkad  
Member**

**Deepak Anurag  
Member**



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**Present:**

For Informant:

None

For Opposite Party:

1. Mr. Arun Kathpalia,
2. Mr. Karan Singh Chandhiok,
3. Mr. Yaman Verma,
4. Mr. Avinash Amarnath,
5. Mr. Harman Singh Sandhu
6. Ms. Pooja Mitra

**ORDER**

1. In the present matter, Information was filed by Vijay Gopal (**‘Informant’**) under Section 19(1)(a) of the Competition Act, 2002 (**‘Act’**) against Big Tree Entertainment Pvt. Ltd. (**‘BookMyShow’/‘BMS’/‘OP-1’**), Asian Multiplexes Pvt. Ltd. (**‘Asian Cinemas’/‘OP-2’**), Indra Cineplex LLP (**‘Indra Cinemas’/‘OP-3’**), Cinepolis India Pvt. Ltd. (**‘Cinepolis’/‘OP-4’**), INOX Leisure Ltd. (**‘INOX’/‘OP-5’**), PVR Ltd. (**‘PVR’/‘OP-6’**) and Sudarshan Theater 35MM (**‘Sudarshan’/‘OP-7’**). The Informant also arrayed Principal Secretary, Home Department, State of Telangana; Hyderabad City Police Commissioner (Cinemas Licensing Authority for Hyderabad); Telangana State Film Development Corporation Ltd. and Central Consumer Protection Council as **OP-8, OP-9, OP-10** and **OP-11**, respectively, alleging contravention of the provisions of Sections 3 and 4 of the Act.

**Brief facts and allegations, as stated in the Information**

2. The Informant is stated to be a social activist and the founder of an online movie ticketing portal *Showtyme*, registered in the name of Vanila Entertainments, a proprietorship concern, which is stated to have been launched on 09.11.2021 to provide an alternative to the cine-goers in Hyderabad (later across India) to book their movie tickets online.
3. OP-1 is stated to be a movie ticketing portal/website which holds at least 90% market share in movie ticket booking industry in India.



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4. It is alleged by the Informant that OP-1 charges Rs. 25/- per ticket as convenience fee from consumers who avail the facility of online booking of tickets and it shares 50% of the same ranging from Rs. 12-14/- per ticket with the multiplexes and commission ranging from Rs. 6-8/- per ticket with standalone/single screen theatres. In contrast, the Informant's portal *Showtyme* was stated to be offering commission up to Rs. 5/- per ticket both to multiplexes and theatres out of Rs. 11/- per ticket charged by it. It is alleged that despite this, multiplexes and theatres were unable to associate with *Showtyme* due to cash loans/monetary deposits given on 'zero interest' by OP-1 to cinemas.
5. The Informant has also alleged that OP-1 has signed 'exclusive and refusal to deal' agreements with cinemas for a period ranging from 2-5 years and owing to these agreements, the cinemas are bound to sell their movie tickets only through OP-1, despite it charging unreasonable and exorbitant charges under the guise of convenience fee. This has led to an overall increase in price of movie tickets inclusive of convenience fee of up to Rs. 19-25/- per ticket, which is detrimental to consumers.
6. The Informant has stated that it has approached more than 30 cinemas and theatre managements in person and all multiplexes *via* email, in Hyderabad. Some of them confirmed that they could not sell their tickets through *Showtyme* since they had taken monetary deposits and signed exclusive agreements with OP-1. According to the Informant, this has created a barrier for new entrants like *Showtyme* and also increased the prices for the end-consumers.
7. The Informant has also averred that the owner of OP-2 (which runs more than 100 screens in the State of Telangana) who is also the President of the Telangana State Film Chamber of Commerce ('TSFCC') - a private organization formed by producers, distributors, exhibitors to protect their interests and provide a common platform, has entered into an agreement with OP-1, taken monetary deposits and agreed not to sell their movie tickets through any other online platform except OP-1.
8. Similarly, the owner of OP-7 and the Vice President of TSFCC has allowed placement of more than 50% of tickets for sale through the online platform of OP-1, which is in



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violation of G.O. Ms. 47 of 2006 dated 10.03.2006 issued by Telangana State Home (Genl. A) Department, which provides for reserving at least 50% of the tickets for sale in the licensed booking office at the cinema/theatre.

9. The Informant has also stated that he submitted various complaints to licensing and other authorities in the State of Telangana and has also given a representation in this regard, to the Ministry of Consumer Affairs, Government of India on 04.11.2021. It is stated that OP-1 was found guilty of unfair trade practice by the Hyderabad Consumer Court-III for collecting exorbitant charges as 'Internet Handling Fee' (now convenience fee).
10. According to the Informant, OP-1 is abusing its dominant position in contravention of Section 4 of the Act by imposing unfair and discriminatory conditions on the theatres/multiplexes *i.e.*, making them sign contracts for sale of 100% tickets on its platform. It is submitted that the presence of agreements between OP-1 to OP-6 are affecting fair competition and thereby, violating Section 4(2)(a), 4(2)(b), 4(2)(c) and 4(2)(d) of the Act.
11. Based on the above allegations and averments, the Informant has prayed to the Commission for grant of the following reliefs:
  - a. Declare the agreements amongst OP-1 with OP-2 to OP-7, if found exclusive, as illegal and anti-competitive;
  - b. Impose penalty under Section 27 of the Act;
  - c. Direct OP-1 under Section 28 of the Act to sell not more than 25% of its tickets of any cinemas in the State of Telangana and Andhra Pradesh and not more than 50% of the tickets in the rest of India, on its platform;
  - d. Reimburse the litigation cost of Rs. 5000/- and Re.1/- for mental trauma *etc.* to the Informant.
  - e. Direct OP-1 to OP-6 and all traders in India to discontinue practices of 'not dealing with others' and abuse of dominant position.



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12. The Informant has also prayed for interim relief under Section 33 of the Act based on the averments made above and requested the Commission to direct OP-8 and OP-9 to submit a report on action taken on the representations of the Informant within a time-bound manner.

**Prima-facie order of the Commission passed under Section 26(1) of the Act**

13. The Commission in its order dated 16.06.2022 passed under Section 26(1) of the Act, noted the contents of the Informant's letter dated 21.01.2025 and in view of the same, opined that primary allegation under Section 4 of the Act requires deliberation *qua* the conduct of OP-1 only. The Commission, being of the view that there is no requirement of other parties to be treated as Opposite Parties for the purpose of proceedings, directed that the case title of the present case be amended as '*In Re: Showtyme (through Vijay Gopal) and Big Tree Entertainment Pvt. Ltd.*'. Accordingly, names of OP-2 to OP-11 were deleted and BookMyShow/OP-1 remains the sole Opposite Party ('OP').

14. After perusing the material on record, the Commission noted that the grievance of the Informant pertains to exclusive agreement/arrangement between OP and certain cinemas/multiplexes in the city of Hyderabad, Telangana whereby, the Informant is allegedly prevented from offering the services of his website *Showtyme* to cinemas for online booking of tickets. After considering the two-sided platform in which OP operates, the Commission opined that the services provided by an online intermediary platform (like OP) for booking of movie tickets is distinct and not interchangeable or substitutable by other modes of booking. Thus, the Commission identified the relevant market as the '*market for online intermediation services for booking of movie tickets in India.*' From the data available in the public domain, the Commission noted that OP's share for 2017-18 in terms of booking volume was 70-80%. The Commission further observed that the ability of OP to enter into exclusive agreements [REDACTED] in India further corroborates its position of strength and the various provisions in its agreements with cinema/theatres/multiplexes, indicate its superior bargaining power in deciding contractual terms. These factors, taken together, *prima facie* appeared to substantiate the dominant position enjoyed by OP in the relevant market.



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15. With regard to the assessment of abuse of dominant position by the OP, the Commission was of the view that the exclusive and restrictive agreements with single screen cinemas and multiplexes, in conjunction, *prima facie* appeared to have the potential of denying market access to competing platforms and potential entrants. The cinema theatres as well as the cine-goers alike are restricted in their choice of alternate ticketing platforms, during the operation of the contracts that the OP has with large number of theatres.
16. The conduct of the OP was also examined by the Commission and it was noted that practices like reservation of seats during the term of the agreement and exclusivity relating to data ownership, strengthens and entrenches the network effects limiting inter platform competition. With regard to the Informant's allegation regarding charging of high convenience fee from consumers and sharing a part thereof with cinema theatre owners, the Commission noted that it cannot act as a price regulator to determine the correct fee.
17. Therefore, based on *prima facie* findings, the Commission directed the Director General ('DG') to cause an investigation into the matter under the provisions of Section 26(1) of the Act. *Vide* separate order dated 16.06.2022, the Informant's prayer seeking interim relief under Section 33 of the Act was rejected.

### **Findings of Investigation by the DG**

18. Pursuant to the directions of the Commission, the DG conducted an investigation into the matter and submitted the Investigation Report to the Commission on 23.11.2023, in confidential and non-confidential versions, after seeking extensions of time. Based on the allegations and contentions of the parties, the DG identified the following issues for purpose of present investigation:
- Issue 1: Identifying the relevant market applicable for the purpose of present investigation.
- Issue 2: Identifying whether the OP has a dominant position in the relevant market identified in furtherance of Issue 1.



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Issue 3: Assessing whether the OP, if it is deemed to hold dominant position in the identified relevant market under Issue 2, has abused its dominant position under Section 4 of the Act on the following grounds:

- Sub- issue 3a. Whether reservation of seats during the term of agreements between single screen cinemas and the OP is an unfair or discriminatory condition for provision of listing by the OP under Section 4(2)(a)(i) and Section 4(2)(b)(i) of the Act?
- Sub- issue 3b. Whether clauses relating to exclusivity relating to data ownership within agreements with single screen theatres is an unfair and discriminatory condition under Section 4(2)(a)(i) of the Act?
- Sub- issue 3c. Whether difference in revenue shared with cinemas in furtherance of convenience fee charged, constitutes an unfair and discriminatory condition under Section 4(2)(a)(i) of the Act?
- Sub- issue 3d. Whether the OP's exclusive and restrictive agreements with single screen cinemas and multiplexes result in denial of market access for its competitors under Section 4(2)(c) of the Act?

19. With regard to issue no. 1, the DG recorded the statements of the OP, online movie ticket booking service providers and multiplexes. However, the Informant did not make any specific submission. Based on the statements mentioned above, the DG noted that the relevant market hinges upon whether the process of selling tickets on box-office can be considered as substitutable to selling tickets through online platform.

20. In order to understand the process of selling tickets, the DG conducted a substitutability analysis of the same based on the factors enumerated under Section 19(7) of the Act and compared the offline box-office ticketing system with the services provided by online ticketing aggregators or intermediaries like the OP, Paytm (now Zomato) *etc.* and observed that buying tickets at a theatre's box-office requires the customer to visit the cinema physically. Box-offices sell tickets only for their own cinemas and the information or payment options provided by them are limited. In contrast, online ticketing platforms acts as one-stop solution with greater viewing choices, enabling



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consumers to view show timings and availability of seats at multiple theatres simultaneously. It provides convenience to the customers in terms of payment, cancellations, promotional offers *etc.* and also save consumers significant time, effort and cost in visiting and booking tickets.

21. The DG relied upon the data reflecting the volume of sales through various channels including box-office and the OP's mobile application/website, submitted by various cinemas/multiplexes to examine the 'consumer preferences' and found that the use of ticketing apps are on an upswing as significant share of movie tickets *i.e.* from [REDACTED] for big chains and from [REDACTED] for single screens, are now sold through online platforms.
22. Therefore, based on the analysis carried out above, the DG concluded that since online platforms provide multiple benefits such as convenience, comparison, payment options, cancellation features and promotional offers, they cannot be substituted with box-office sales and thus, constitute a different relevant market. Accordingly, the DG defined the relevant product market as '*online intermediation services for booking movie tickets*'.
23. As far as the relevant geographical market is concerned, the DG noted that there is no reason to restrict the market to a specific region within India. The DG also observed that the state-level caps on convenience fees do not materially affect the nationwide nature of the service and concluded the geographic market as '*whole of India*'. Therefore, the DG concluded that based on the relevant product market and relevant geographic market so delineated, the relevant market in the present case will be '*market for online intermediation services for booking of movie tickets in India*'.
24. With regard to issue no. 2, the DG examined the dominance of the OP in the relevant market on the basis of submissions of the Informant, the OP and third parties in accordance with the factors enumerated under Section 19(4) of the Act. The DG found that the OP's market share in the relevant market lies between [REDACTED] in terms of the number and value of tickets sold. DG also noted that the OP sold [REDACTED] tickets in



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cinemas while competing with other players such as Paytm. DG noted that on average, the OP sells between [REDACTED] tickets for multiplexes and [REDACTED] tickets for single screen cinemas. The market share of other competitors such as Paytm was considerably small. The OP's market leadership is also supported by its strong financial position, evidenced by a turnover growth from Rs. 386.07 crores in Financial Year ('FY') 2017-18 to Rs. 732.59 crores in FY 2022-23. The DG also noted the OP's first-mover advantage, having entered the market in 2007. The DG further observed that the economic power of the OP is emphasized by the fact that some of the competitors of the OP like Amazon and Justickets chose to collaborate with OP instead of independently competing within the market. The OP's strong vertical integration, achieved through acquisitions and joint ventures, also enhanced its competitive position, enabling better services to consumers and cinemas. Further, the DG found that consumers are highly dependent on the OP, as it is the exclusive provider for many cinema chains, offering promotions, cashbacks and discounts that attract and retain a large user base. Entry into the market is challenging due to high financial costs for infrastructure and cinema on-boarding, with several players like Fastickets and Justdial exiting in recent years. The DG also found that the OP's dominance is reinforced by restrictive agreements with major cinemas like PVR and INOX (merged in 2023), limiting their ability to partner with other ticket aggregators, thereby further diminishing any countervailing buyer power. Accordingly, the DG after considering significantly higher market share combined with its vertical integration, dependence of consumers on the enterprise, high entry barriers and lack of countervailing buyer power, concluded that the OP has a dominant position in the '*market for online intermediation services for booking of movie tickets in India*'.

25. With regard to allegation of reservation of seats during the subsistence of agreement with single-screen cinemas as enumerated in issue no. 3(a), the DG examined the OP's agreements with cinemas like [REDACTED] and found out that a portion of inventory amounting [REDACTED] of the total seat inventory has been reserved by the OP for itself. When confronted by the DG, the OP submitted that some cinemas in tier 2 and tier 3



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cities did not have the technology or software to allow real-time integration of inventory. The only method through which tickets could be made available online on the OP's platform was by reserving a part of their inventory with it for a limited period of time and [REDACTED] prior to commencement of the show, the OP sends the details of each booking made through its platform [REDACTED] to cinemas and the cinemas have the liberty of selling the un-booked seats from allotted quota through the box-office.

26. The DG examined the submissions made by the competitors of the OP and noted that theatres share seats with Justickets either under 'live model', wherein entire seat inventory is shared by the theatre or under 'quota model' *i.e.* where selected inventory is shared. The DG also analysed the OP's agreements with [REDACTED] [REDACTED] and noted that the agreement is an extension of the addendum agreement entered by the OP with [REDACTED]. The DG noted that the reasoning provided by the OP that the tickets are reserved to avoid overlap of bookings is not sufficient as agreement with [REDACTED] clearly exhibited that the same was done for implementing the OP's agreement with [REDACTED]. Therefore, the DG concluded that the act of reserving inventory clearly restricts the availability of seats across platforms and is unfair and discriminatory towards cinemas who lack bargaining power *vis-à-vis* powerful platforms like the OP. Also, the OP is essentially mandating cinemas to pick and choose how many seats a cinema is allowed to list on a particular platform. Thus, according to the DG, the OP has infringed Section 4(2)(a)(i) and Section 4(2)(b)(i) of the Act by reserving seats in cinemas during the term of the agreements.

27. With regard to issue no. 3(b), the DG examined the OP's agreements with PVR and other cinemas and noted that in such agreements, there existed a common confidentiality clause. According to the said clause, [REDACTED] [REDACTED] On the other hand [REDACTED] [REDACTED] [REDACTED] [REDACTED]



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28. The DG observed the data sharing policy being followed by the competitors of the OP and noted that [REDACTED]  
[REDACTED]  
[REDACTED] DG also notes that [REDACTED] does not share any customer data with theatres except in exceptional circumstances involving customer complaints or refund issues.
29. Based on the above, the DG concluded that imposition of discriminatory conditions along with sharing information in hashed format ensures that non-big chain cinemas cannot target or steer away customers by offering them better terms. It also restricts opportunities for various cinemas to come together under a common umbrella and offer competitive services to the OP. Thus, the OP's discriminatory approach in respect of sharing data with single screens, compared to their treatment of data with multiplexes has resulted in violation of Section 4(2)(a)(i) of the Act.
30. With regard to issue no. 3(c), the DG based its findings on the data/agreements furnished by the OP and the submissions made by the Informant, the OP and third parties like Paytm and Ticketnew. The DG analysed the data furnished by the OP and found that the [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] With regard to the revenue sharing arrangement of the OP, the DG examined the clauses contained in various agreements entered into by the OP and cinemas such as [REDACTED]  
[REDACTED]  
[REDACTED] The DG noted that there is a huge variation in the convenience fee offered to the cinemas despite the fact there is no additional cost for integrating smaller cinemas with the OP's infrastructure.



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31. The DG further examined the submissions of third parties such as [REDACTED] which share [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

32. Thus, with such variance in sharing of revenue collected in furtherance of convenience fee, the DG concluded that the OP is exploiting its market position to offer discriminatory terms to cinemas not belonging to bigger chains and from relatively smaller towns and such discrimination was not found to be justifiable for business reasons. Therefore, the DG submitted that the OP has infringed Section 4(2)(a)(i) of the Act by offering different revenue terms to cinemas in furtherance of convenience fee collected from their tickets.

33. With regard to the issue no. 3(d) that the OP enters into exclusive and restrictive agreements with single screen/multiplex cinemas theatres, the DG examined the submissions and statements made by the OP and found that the [REDACTED]  
[REDACTED]  
[REDACTED] While analysing the OP's exclusive agreements, the DG noted that agreement with [REDACTED]  
[REDACTED] provides the right to 'appoint an additional aggregator' along with exclusivity. Further, the DG found errors in submissions of the OP and noted that certain cinemas like [REDACTED]  
[REDACTED]  
[REDACTED] Accordingly, the OP was given the opportunity to correct its submissions. However, the DG noted that the OP used this opportunity to re-classify numerous agreements as non-exclusive, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



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[REDACTED]  
[REDACTED] Further, the DG noted the clarification made by the [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] The DG noted that though Amazon is getting inventory through the OP, it is supplying the tickets directly to consumers. From a perusal of the agreement between the OP and Amazon, the DG noted that the [REDACTED]  
[REDACTED]

[REDACTED] The DG observes that Amazon has no independent existence as a movie ticketing service provider and it completely relies on the OP's integration in furtherance of its agreement. The DG also noted that [REDACTED]

[REDACTED] Such agreements entered into with multiplexes even on non-exclusive basis restrict market access for other players. Thus, the DG called such re-classification as untenable and discarded the same. Therefore, on this aspect the DG concluded that considering [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] a substantial portion of the market has been foreclosed for entry by other players.

34. The DG further noted that the restraint on appointing competitors does not arise merely from exclusive agreements. Even in case of 'non-exclusive' agreements, [REDACTED]  
[REDACTED]  
[REDACTED] The agreement also [REDACTED]  
[REDACTED]  
[REDACTED]



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[REDACTED]  
[REDACTED]

35. The DG noted that as per the Informant, it is admitted by the OP that it enters in exclusive agreements and provides monetary benefits to the cinemas. The DG scrutinised the agreements with cinemas submitted by the OP and noted that in [REDACTED] there exists an exclusive clause along with a lock-in arrangement with no option for unconditional termination and provision of interest-free security deposit. On scrutiny of data furnished by the OP, the DG noted that it had exclusive agreements [REDACTED] and non-exclusive agreements [REDACTED] wherein it has provided security deposit or adjustable advance [REDACTED]. The tenure of these agreements ranges from 1 to 7 years. The DG also noted that [REDACTED] cinemas are under some sort of lock-in agreement. Further, agreements [REDACTED] had termination clauses which could be invoked only if there was breach of contract. In view of the above, the DG concluded that adjustable advances or security deposits provided by the OP, impose a degree of restraint on cinemas, which increase entry barriers significantly for any player as they would have to wait for agreements to expire before entry becomes feasible.

36. The DG further noted submissions of the OP's competitors and [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]. It was further observed that [REDACTED] have entered into exclusive agreements at various instances, to the exclusion of third-party aggregators. These agreements include instances wherein adjustable advance or security deposit to such cinemas has been provided, coupled with strong lock-in clauses and elimination of termination clause on part of cinemas altogether. Further, the DG noted that [REDACTED] imposes exclusivity clauses in its agreements, to the exclusion of other operators within the relevant market.



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It also has termination clauses [REDACTED]

37. Based on the above-mentioned findings, the DG has concluded that the OP's engagement on an exclusive basis is sufficient to indicate that other third parties are excluded from operating for cinemas who sign up with the OP. Similarly, in case of non-exclusive agreements, the number of parties that can be appointed as 'third party intermediary' are restricted expressly, thereby, indicating that denial of market access stems from both exclusive as well as non-exclusive agreements. A significant number of these agreements are coupled with lock-in clauses which restrict the cinemas from terminating the agreement at any point of time. The adjustable advance or the security deposits provided by the OP indirectly impose a restraint on cinemas from exercising their right to terminate the agreements, thereby, restricting the potential entry of other players, resulting in denial of market access for its competitors, thus violating Section 4(2)(c) of the Act.

**Subsequent Developments**

38. *Vide* order dated 18.03.2024, the Commission considered the Investigation Report submitted by the DG and directed to forward an electronic copy of the non-confidential version of the same to the Informant and the OP for filing their respective objections/suggestions along with the financial statements.

**Submissions/Objections of parties**

39. The Informant has filed his objections/suggestions to the Investigation Report along with the final synopsis *vide* email dated 28.04.2024. The Informant has relied upon the case of *XYZ (Confidential) vs. Alphabet Inc.* (Case No. 07 of 2020 with 14 of 2021 and 35 of 2021) in which the Commission held Google's use of different methodologies (conditions) to integrate its own UPI with Google Play as opposed to rival UPI apps, as a violation of Section 4(2)(c) of the Act.



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40. After seeking due extension of time, the OP submitted its objections/submissions to the Investigation Report in confidential and non-confidential versions.
41. On the issue of delineation of relevant market, the OP contends that the DG failed to apply established principles while defining the relevant market and relied too heavily on the Commission's *prima facie* view. It argues that the DG's definition of relevant market is based on limited data pertaining to only 22 theatres. The DG has ignored the industry reports which consider online and offline ticket booking channels as substitutable, with aggregators functioning merely [REDACTED]. The OP further submits that it does not sell movie tickets rather it facilitates the sale of movie tickets through online mode. From the standpoint of the consumer, various modes of booking are interchangeable as there is no concept of 'online exclusive' or 'pure offline' inventory and the same inventory is available to all players in the market.
42. On the question of relevant geographic market, the OP agrees with the DG. Thus, the OP stated that the relevant market, in the present case, should be '*market for sale of movie tickets in India*'.
43. On the issue of dominance, the OP argues that it is not dominant in any relevant market, as it does not have sufficient market power to operate independently of competitive forces, which is a primary characteristic of a dominant enterprise. The OP further argues that it is dependent on cinemas as they possess strong countervailing buying power. The OP also argues that the DG has overlooked the consistent shifting of cinemas to other competing aggregators, which in itself is indicative of the fact that the OP does not hold the ability to operate independently of market forces. The OP has submitted that the assertions made by the DG are not supported by any analysis, as while assessing size and resources of the enterprise, the DG has merely stated the OP's revenue in FY 2022-23 without considering the fact that the OP's entire revenue is not from the business in question and without assessing the revenue / growth of other players in the market. For the same, the OP has relied upon the decision of the Commission, in *M/s Saint Gobain Glass India Limited v. M/s Gujarat Gas Company Limited, Case No. 20 of 2013*,



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wherein despite Gujarat Gas Company Limited having a monopoly with a market share of over 90% and around 50% in the widest possible market, the Commission held that it was not dominant, after considering other equally important factors, such as dynamics of the relevant market, size and presence of competitors, *etc.* Accordingly, the OP contends that it is not dominant and therefore, the conduct attributed to it cannot be examined under the provisions of Section 4 of the Act.

44. With regard to allegation under Section 4(2)(a)(i) and Section 4(2)(b)(i) of the Act, the OP argued that there has been no ‘imposition’ on cinemas on account of reservation of seats in agreements, rather it is the cinemas that initiate the seat reservation clause, whereby they reserve primary seats for themselves and allot the remaining seats to the OP and other third-party aggregators. The OP contends that its justification of reserving the seats in Tier-2 and Tier-3 cities in cases where the cinemas do not have the real-time integration technology, has been ignored by the DG. Thus, the OP maintains that its conduct neither resulted in any unfair or discriminatory condition nor did it adversely affect consumer choice. Therefore, the allegation of contravention under Section 4(2)(a)(i) and Section 4(2)(b)(i) of the Act is misconceived.

45. With regard to the allegation relating to exclusive data ownership within agreements with single screen theatres being unfair and discriminatory condition under Section 4(2)(a)(i) of the Act, is concerned, the OP has reiterated its stance that there has been no ‘imposition’ on cinemas with regard to the data sharing clauses in agreements as cinemas voluntarily retain the consumer data sharing clause due to their commercial interests and each cinema has the autonomy to negotiate specific terms in its agreements with the OP. The OP has also submitted that the consumer data is typically not co-owned as a matter of industry practice. However, in case of cinemas with whom the OP has no common ownership of customer data by agreement, the data is shared in hashed format. The data is used by the cinemas to determine the number of bookings made, time of booking, platform through which the booking was made *etc.* The OP has stated that cinemas do not request for data co-ownership generally but there are instances [REDACTED]



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wherein the OP has shared data with the cinemas on need-basis despite the agreement not allowing for the same.

46. The OP further submits that there is no discrimination as not all cinemas form part of the same class and different cinemas have different systems and infrastructure. The OP has clarified that consumer data is shared only in cases where the cinemas have the technical ability and capability to analyse and securely store consumer data and it is commercially important for a cinema to have access to consumer data.
47. The OP also argued that the DG's findings in this regard are hypothetical as there is no evidence on record that suggests that cinemas are facing an impediment to their growth due to [REDACTED]. Also, it is argued that there is nothing on record to show that the OP has taken undue advantage of the data collected by it or tried to steer the consumers away by offering them better terms or comparative services.
48. With respect to the DG's claim about [REDACTED] impeding the ability of single screen cinemas to compete with the OP, the OP has stated that such a finding is logically inconsistent with the DG's own finding that the relevant market consists of only online movie ticketing platforms, which would imply that cinemas (by way of the box office and their own websites) do not compete with online platforms such as the OP.
49. With regard to the allegation that the OP exploits its dominant position by imposing discriminatory terms with regard to revenue sharing arrangement with cinemas, the OP has stated that the sharing arrangement of convenience fees among various cinemas cannot be identical. The OP also argued that there has been no imposition on cinemas on account of the same. All the terms of the agreements are entered into after mutual agreement and negotiations, depending upon the amount of adjustable security or advance extended to the cinemas, volume of sales by the cinemas, the strategic location of the cinema, marketing and promotional costs to be incurred by the OP, costs incurred by the OP in integrating its system with that of the cinemas *etc.* The OP has also



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submitted that the sharing arrangement is reviewed from time to time, for instance, in the case of Rama Palace, Rishikesh, the share offered by the OP was raised from 30% in 2016 to 40% in 2019, based on mutual negotiations. The OP has also stated that cinemas have never raised any concern regarding the same.

50. The DG relies on agreements with only two cinemas, *i.e.*, [REDACTED] [REDACTED] to undertake its analysis. The OP has submitted that there are [REDACTED] [REDACTED] [REDACTED] [REDACTED] The OP argues that the DG has failed to seek information from the cinemas to understand the rationale or negotiation process for revenue sharing, which has resulted in a skewed portrayal of the OP's fair and reasonable convenience fee sharing arrangements.

51. The OP has argued that the DG has completely ignored submissions from other aggregators, such as [REDACTED] [REDACTED] [REDACTED] While these players largely follow the same commercial practices such as the OP, the DG has provided no rationale or justification for ignoring their corroboration of the market/ commercial dynamics, while arriving at the conclusion that the OP has engaged in anti-competitive conduct.

52. The OP has argued that there has been no discrimination on the part of the OP as all cinemas do not form a part of the same 'class' or 'category' and the rationale behind the variance in sharing of convenience fees, is objectively justified as it forms a part of industrial practice. Considering the same, the OP has submitted that there has been no violation of Section 4(2)(a)(i) of the Act.

53. With regard to the allegation that the OP's exclusive and restrictive agreements with cinemas result in denial of market access for its competitors, the OP has submitted that



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all the terms of the agreement are mutually negotiated and the cinemas enter into agreements with those online service providers who offer the most beneficial terms to them. For instance, [REDACTED] has in its submissions specifically stated that after [REDACTED]  
[REDACTED]

54. The OP has submitted that the DG has ignored the explanations provided by it on 23.10.2023 and 25.10.2023 regarding exclusive agreements with cinemas. The said responses contained detailed explanation of the methodology for classifying an agreement as exclusive / non-exclusive, along with the specific reason for tagging an arrangement with a cinema as non-exclusive when the agreement refers to exclusivity. Rather, the DG labelled the data as manipulative and discarded the entire set of data. It has submitted that [REDACTED]  
[REDACTED]

55. It is also argued that by appointing an aggregator, the OP is sacrificing a part of its revenue to provide customers an alternative channel for booking of movie tickets. Thus, overall the OP denies the conclusion drawn by the DG and submits that it has not denied market access to any competitor ticketing aggregator.

56. The OP, in its submissions, has clarified that 'exclusive appointment' is limited to restriction on appointment of a third-party aggregator. Even where agreements with cinemas specify 'exclusivity', the cinema is free to sell the tickets at the box office, on its own website and on the platform of any aggregator appointed by the OP.

57. The OP has submitted that most of the agreements have [REDACTED]  
[REDACTED]  
The OP has also submitted that the agreement typically lasts for [REDACTED] which may be extended for a further period by mutual agreement.



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58. The OP has submitted that it does not enforce exclusivity/restraints as cinemas are its unavoidable trading partners and being a facilitator for booking of movie tickets, the OP have no choice but to bow down to the wishes of the cinemas.
59. The OP has also submitted that cinemas at first instance, ask for advance deposits as it allows them access to working capital on interest free basis. It has also submitted that the period of lock-in depends upon the amount advanced to the cinemas. The OP goes on to justify that the lock-in clauses are incorporated so that it gets sufficient time to recover the advance, considering the estimated revenue from that cinema and is not left remediless.
60. The OP has clarified that the ‘non-compete’ clauses do not impose restrictions on intermediaries like [REDACTED] as it applies only during the term of agreement. The OP relies upon the order of the Commission in *Rahul.S Dudhe v. Dr. Batra’s Positive Health Clinic Pvt. Ltd.* in Case No. 96 of 2013, in which it was held that non-compete obligations during the term of the agreement are valid.
61. The OP has argued that the DG has completely ignored evidence from other aggregators, such as Paytm, Ticketnew and Justickets each of whom enter into exclusive agreements on routine basis and offer similar commercial terms as the OP, including lock in, advance payments, *etc.* It has also submitted that such terms are not peculiar to the OP rather these are standard industry practices prevalent across the market.
62. As per the OP, the DG has failed to provide any evidence on record to indicate that the OP’s agreements or conduct have resulted in the non-availability of cinemas for existing or new players. On the other hand, there are [REDACTED] that have completely shifted from the OP to [REDACTED].

### Analysis by the Commission

63. The Commission has perused the Information, Investigation Report objections/suggestions, oral submissions and post hearing submissions made by the OP.



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The Commission notes that the present matter concerns exclusive agreements entered into by the OP with cinemas, allegedly imposing unfair and discriminatory conditions, which are stated to have resulted in denial of market access to other market players. Such conduct is alleged to be in contravention of the provisions of Sections 4(2)(a)(i), 4(2)(b)(i) and 4(2)(c) of the Act.

64. Upon consideration of the aforesaid, the following points of determination arise before the Commission in the present matter, which need to be analysed in the light of Section 4 of the Act :

1. What is the 'relevant market' in the present case?
2. Whether the OP holds a dominant position in the delineated relevant market?
3. If yes, whether the OP has abused its dominant position in the relevant market by:
  - a. Reserving seats during the term of agreements with single screen cinemas, thereby, imposing an unfair or discriminatory condition in contravention to Section 4(2)(a)(i) and Section 4(2)(b)(i) of the Act?
  - b. Imposing unfair and discriminatory clauses relating to exclusivity in data ownership within agreements with single screen theatres, thereby contravening Section 4(2)(a)(i) of the Act?
  - c. Differently sharing the revenue collected in furtherance of convenience fees, with cinemas, thereby contravening Section 4(2)(a)(i) of the Act?
  - d. Entering into exclusive and restrictive agreements with single screen cinemas and multiplexes resulting in denial of market access for its competitors, in violation of Section 4(2)(c) of the Act?

65. The first point to be determined by the Commission is the delineation of the relevant market as per the provisions of the Act. The Commission has examined the Investigation Report and notes that booking of movie tickets through box-office and online ticket booking through various platforms including website or application is not substitutable as there is a clear distinction between the two modes of booking based on characteristics like price and consumer preferences. The Commission agrees with the DG's finding that



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taking into account the multitude of services being provided by the online intermediaries, they cannot be treated as substitutable with sale of tickets through box-office. Thus, the Commission is of the view that the DG has rightly delineated the relevant market as *'market for online intermediation services for booking of movie tickets'*.

66. With regard to delineation of the relevant geographic market, the Commission is of the view that the OP, as an online intermediary has pan-India presence and the services provided by the OP are homogenous across the nation. Therefore, the Commission agrees with delineation of relevant geographic market by the DG as *'India'*.
67. Accordingly, the Commission is of the opinion that the relevant market for the purpose of assessment in the present matter is *'market for online intermediation services for booking of movie tickets in India'*.
68. The Commission now proceeds to examine whether the OP enjoys a dominant position in the delineated relevant market. In this regard, the Commission notes that the DG has undertaken an assessment of dominance on the basis of material placed on record by the Informant, the OP and third parties. The DG has observed that the OP's market share in the relevant market ranged between [REDACTED] during the period under consideration, both in terms of volume and value of tickets sold. The Commission also notes that OP sold [REDACTED] tickets in cinemas while competing with other players such as Paytm. Further on average, the OP sells between [REDACTED] tickets for multiplexes and [REDACTED] tickets for single screen cinemas.
69. The Commission further notes that the OP has maintained its leadership position in the relevant market over several years. The OP entered the market at an early stage and has, over time, built a wide network of cinema partners and a large consumer base. The scale of the OP's operations and the volume of transactions facilitated through its platform reflect its economic strength and commercial presence in the relevant market.



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70. The Commission also takes note of the DG's observation that certain entities, including Amazon and Justickets, have chosen to collaborate with the OP rather than operate independently as competing online ticketing platforms. Such collaboration, viewed in conjunction with the OP's sustained market share and scale of operations, is indicative of the OP's strong market position.
71. With regard to consumer dependence, the Commission notes that a significant proportion of movie tickets, across both multiplex chains and single-screen cinemas, are sold through the OP's platform. The Commission is of the view that the extensive reach of the OP's platform, combined with network effects arising from its large base of users and cinema partners, contributes to the OP's position of strength in the relevant market.
72. As regards countervailing buying power, the OP has contended that it is dependent on cinema operators, without whom it cannot function, and therefore lacks the ability to operate independently of market forces. While the Commission acknowledges that the OP, being an intermediary platform, is dependent upon cinemas for sale of tickets, such reciprocal dependence does not, in itself, negate the presence of dominance. However, the Commission does not fully agree with the DG's assessment that cinema operators lack countervailing buying power.
73. The Commission further notes that entry into the relevant market involves financial and operational investments, including technological infrastructure and on-boarding of cinemas, which may act as barriers to entry. At the same time, the continued presence and operation of competing platforms such as Paytm and Justickets indicate that the relevant market is not entirely insulated from competitive forces.
74. On a cumulative assessment of the factors set out under Section 19(4) of the Act, including the OP's substantial and sustained market share, its scale of operations, network effects, economic strength and presence over time, the Commission concurs with the DG that the OP holds a dominant position in the '*market for online intermediation services for booking of movie tickets in India*'. The Commission,



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however, also notes that such dominance is tempered by the dynamic nature of the market, the presence of other players, and the reciprocal commercial dependence between the OP and cinema operators.

75. After analysis of dominance, the Commission now proceeds to examine the conduct of the OP to ascertain whether reservation of seats during the term of agreements between the OP and single-screen cinemas, imposition of exclusivity pertaining to data ownership in agreements of the OP with single screen theatres, discrimination in sharing of revenue with cinemas in furtherance of convenience fee charged and entering into exclusive and restrictive agreements with single screen cinemas/multiplexes is unfair, discriminatory and anti-competitive in terms of Section 4(2)(a)(i), 4(2)(b)(i) and 4(2)(c) of the Act. The Commission would also examine whether the conduct of the OP has resulted in appreciable adverse effect on competition in India.

76. Regarding allegation of reserving seats during the term of the agreement with single screen cinemas, the Commission notes that in certain exclusive agreements, there is a clause for reservation of a minimum number of seats for the OP. This, according to the OP, is done in order to prevent overlapping of booking of tickets. However, the DG did not find the explanation provided by the OP as sufficient. The DG submitted that the [REDACTED] clearly exhibits that the OP may have reserved these seats for reasons other than avoiding overlaps such as for implementing its agreement with [REDACTED]. In this regard, the Commission notes the objection of the OP that the DG's finding is based on the examination of only one agreement *i.e.* the agreement with [REDACTED], which may not be sufficient to draw a conclusion that the seats were being reserved by the OP in its agreements with theatres including by way of an addendum, for the purpose of implementing any arrangement with any other aggregator for sharing of seats and not for avoiding overlaps.

77. The DG has also submitted that *“the act of reserving inventory clearly restricts the availability of seats across platforms and is unfair and discriminatory towards cinemas who lack bargaining power vis-à-vis a powerful platform like OP”*. Upon perusal of this



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submission, the Commission observes that in cases where the OP has an exclusive arrangement with the cinemas, the seats can be booked either through the OP's platform or directly at the cinema's box-office. Reserving a portion of the seat inventory for the OP appears to be aimed at preventing overlap in ticket bookings. Thus, the Commission finds merit in the explanation offered by the OP that in tier-2 and tier-3 cities where the cinemas lack real-time integration, reservation of seats for a limited period of time becomes necessary in order to avoid overlapping of ticket bookings between what is sold at the box-office and on the OP's platform. The Commission also takes notice of the fact that tickets exclusive to the OP are released by the OP before the show, which are eventually sold through the box-office.

78. Based on the aforesaid discussion, the Commission is of the opinion that from the evidence available on record, it cannot be established that reserving seats during the term of the agreement with single screen cinemas leads to contravention of provisions of Section 4(2)(a)(i) and Section 4(2)(b)(i) of the Act.
79. Regarding the allegation of clauses in the agreements of the OP with single screen theatres and multiplexes, related to exclusive data ownership being unfair and discriminatory under Section 4(2)(a)(i) of the Act, the Commission notes that the DG has examined the OP's agreements with cinemas and notes that the customer data is typically not co-owned with cinemas as a matter of industry practice. The Commission also notes that the OP co-owns customer data with multiplexes like [REDACTED] but in case of other cinemas (except [REDACTED]), the OP shares data in hashed format for the purpose of internal accounting and verification. The Commission also takes note of the fact that the OP shares customer data with the cinemas whenever, they ask for it. On the aspect of discrimination, DG has stated that co-owning customer data with multiplexes like [REDACTED] and sharing data in hashed format with other cinemas amounts to imposition of discriminatory condition as it prevents cinemas from targeting or steering away customers by offering them better terms. However, the OP has submitted that there has been no discrimination as all cinemas are not of the same class or category. After perusal of the material on record, the Commission observes that the allegation of



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‘discrimination’, as stated under Section 4(2)(a)(i) of the Act between single screen cinemas and multiplexes is not sustainable, as the said provision is applicable where the OP has treated *similarly-situated* cinemas unequally. In the present case, cinemas listed on the aggregator’s platform do not constitute a single, homogenous class. Single-screen cinemas and multiplexes differ materially in terms of infrastructure, ability to handle customer data securely, amenities, operational costs, and the overall quality of services offered. Since, Section 4 of the Act prohibits unequal treatment only among ‘like’ entities, and the cinemas, in the present scenario, are not on the same footing, thus, no discriminatory abuse can be said to arise.

80. In the view of the same, the Commission is not in agreement with the DG’s conclusion that the clauses in agreements with regard to ownership and sharing of customer data with some cinemas are unfair and discriminatory. Therefore, based on the above assessment, the Commission concludes that the OP has not contravened the provisions of Section 4(2)(a)(i) of the Act on this account.
81. Regarding the allegation that the differences in revenue shared by the OP from the convenience fee collected between cinemas, constitute an unfair and discriminatory condition under Section 4(2)(a)(i) of the Act, the Commission notes the submission of the OP that revenue sharing arrangement with different cinemas cannot be identical. It has stated that revenue sharing arrangements are dependent upon multiple factors including the costs associated with a particular model, the size and scale of the business *etc.*
82. At the outset, it is observed that *vide* its order dated 16.06.2022, passed under Section 26(1) of the Act, the Commission had clarified that it cannot act as a price regulator to determine the correct fee. The issue that the Commission will thus examine, in the present case, is whether the OP’s agreements with different cinemas with respect to sharing of revenue collected by way of convenience fees, were unfair and discriminatory.



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83. Upon perusal of the findings of the DG in this regard, the Commission notes that the OP shares [REDACTED] of the convenience fees with [REDACTED] whereas, in case of [REDACTED] [REDACTED] the OP shares a net convenience fee of [REDACTED] and [REDACTED] respectively. However, from the data submitted by the DG, in respect of 2,906 cinemas the Commission observes that there are other single screen cinemas also, with whom the OP has shared convenience fee ranging from [REDACTED] For instance, in case of [REDACTED] the OP has shared [REDACTED] of the convenience fee. The Commission also notes that with certain multiplexes the OP shares around [REDACTED] of the convenience fee. For instance, with [REDACTED] [REDACTED]

84. In view of the above, the allegation of discriminatory conduct with respect to revenue sharing by the OP is not substantiated. The Commission observes that there are instances where the OP has shared convenience fee up to 55% with single screen cinemas and up to 77% with multiplexes other than PVR. The Commission also finds merit in the objective justification given by the OP that convenience fee sharing arrangements with cinemas are based on multiple factors.

85. Thus, the Commission observes that the allegation of ‘discrimination’, as stated under Section 4(2)(a)(i) of the Act with respect to convenience fee sharing arrangements, between single screen cinemas and multiplexes is not sustainable, as the said provision can be applied where the OP has treated *similarly-situated* cinemas unequally. In the present case, cinemas listed on the aggregator’s platform do not constitute a single or homogenous class. In the view of the same, the Commission disagrees with the DG and is unable to come to a finding that the OP has contravened the provisions of Section 4(2)(a)(i) of the Act.

86. With regard to the allegation as to whether the OP’s exclusive and restrictive agreements with single screen cinemas and multiplexes results in denial of market access to its competitors, thereby violating Section 4(2)(c) of the Act, the Commission has perused the observations and submissions made by the DG and the OP, respectively and notes



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that the OP has itself admitted that for a short-term, it enters into exclusive agreements that bar direct or indirect engagement with any person for providing similar service of facilitating booking of movie tickets through online or other remote medium. The Commission notes that as per the data collected by the DG, [REDACTED]

87. On the aspect of substantial foreclosure of market arising out of exclusive and non-exclusive agreements, the DG submitted that [REDACTED]

[REDACTED] the market is getting foreclosed for entry of other players. The Commission takes note of the fact that there is typically a single master agreement with multiplexes/cinema chains such as [REDACTED] etc., through which multiple cinemas operate, for instance, [REDACTED] of PVR operate through a single agreement. The Commission finds that the DG has examined non-exclusive agreements with only two cinemas i.e. [REDACTED]. Thus, the Commission is of the view that in the absence of any clarity regarding the actual number of exclusive agreements/properties, it is not feasible to establish the foreclosure of market. Further, the Commission while taking into consideration the 'number of screens' as a matrix to determine the foreclosure, notes that during the post-hearing submissions, the OP stated that out of total 9,500 screens across the nation, only [REDACTED] in nature. The Commission also notes that in its previous submission, the OP has submitted that out of approximately 9,500 screens in India, the OP has exclusive agreements with only [REDACTED] which is [REDACTED]. The Commission notes the objection made by the OP that if [REDACTED] of the market is getting foreclosed, [REDACTED] of the market is still contestable and wide open for competition.

88. On the aspect of exclusivity clause being coupled with lock-in periods, the DG submitted that such agreements increase entry barriers for any player, as they would have to wait for the agreements to expire before the entry of other service providers becomes feasible. The OP submitted that the lock-in periods are directly linked to the



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amount of advance paid to the cinemas, as the lock-in periods are incorporated so that the OP gets sufficient time to recover the advance, considering the estimated revenue from that cinema. Based on the same, the Commission agrees with the operational justification given by the OP, as the duration of the lock-in period is calibrated to the quantum of the security deposit extended to the cinemas, through which, the OP is afforded a reasonable opportunity to recoup its financial outlay and is not rendered remediless in the event of premature exit by the cinemas.

89. On the aspect of adjustable advance/security deposits being provided by the OP, the DG has submitted that there exists a co-relation between the deposits provided by the OP and the degree of restraints imposed on cinemas, by the OP. The OP, on the other hand, states that cinemas at first instance ask for advance deposits as it allows them access to working capital on interest free basis. As the amount of adjustable advance/security deposit provided by the OP and the other terms and conditions form part of a single mutually negotiated agreement and on account of lack of evidence to establish the unfair nature of restraints placed on cinemas the Commission is not in a position to return a finding of denial of market access.

90. Further, the Commission observes that there is nothing on record to show that such exclusivity has created entry barriers in the relevant market for new players. The Commission also observes that exclusivity clauses in commercial agreements are intended to ensure business stability and promote efficiency. The Commission also takes note of its earlier decisions in *Fx Enterprise Solutions India Pvt. Ltd. v. Hyundai Motor India Ltd.* (Case No. 36 of 2014, Order dated 14.06.2017) and *Aditya Birla Chemicals (India) Ltd. v. Indian Oil Corporation Ltd.* (Case No. 66 of 2014), wherein it was held that exclusive or long-term arrangements entered into for efficiency and legitimate business reasons do not amount to abuse unless they result in foreclosure or imposition of unfair conditions. In view of the above discussion, the Commission notes that there is nothing on record to show that the OP has taken adverse steps in order to enforce exclusivity. Further, the OP has provided a list of [REDACTED] (including [REDACTED] which shifted during the term of their subsisting agreement with the OP) that have



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completely shifted from the OP to [REDACTED]. The existence of Paytm and Justickets in the relevant market is a good indicator to show that the relevant market is not foreclosed for new entrants.

91. Based on the above discussion and considering the peculiar characteristics of the market and the absence of demonstrable anti-competitive effects, the Commission is of the opinion that the duration of lock-in periods affords a reasonable opportunity to the OP to recover the advance amount provided to the cinemas. Further, the Commission also observes that the agreements with lock-in periods ranging from [REDACTED] expire at different points of time. Therefore, for a new entrant there would always be an availability of cinemas with whom they can explore new business arrangements. Thus, the market cannot be considered effectively foreclosed for new competitors. Also, the existence of other players like Paytm, Justickets and Amazon *etc.* in the said relevant market cannot be ignored.
92. Thus, the Commission is of the view that in the absence of any evidence to the contrary, the Commission is unable to come to a conclusion that the OP has abused its dominant position by imposing terms and conditions, which have the impact of foreclosing the market and denying market access to other players in contravention of the provisions of Section 4(2)(c) of the Act.
93. In light of the material available on record and based on the foregoing analysis, the Commission is of the view that though the OP enjoys dominant position in the relevant market of '*market for online intermediation services for booking of movie tickets in India*', however, no case of contravention of the provisions of Sections 4(2)(a)(i), 4(2)(b)(i) and 4(2)(c) of the Act is made out against the OP in the present matter. Accordingly, the matter is directed to be closed forthwith.
94. Before parting with the order, the Commission deems it appropriate to deal with the request of the parties seeking confidentiality over certain documents/information filed by them under Regulation 36 of the Competition Commission of India (General)



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Regulations, 2024. The Commission notes that during the course of the proceedings, parties had filed their respective submissions in confidential as well as non-confidential version. Certain excerpts from such submissions, over which confidentiality has been sought, have been relied upon by the Commission. Such excerpts, which have been reproduced or used in this order, have not been granted confidentiality as the same has been used for the purposes of the Act in terms of provisions contained in Section 57 of the Act. The rest of the documents/information on which confidentiality has been sought by the parties is allowed for a period of 3 years, subject to Section 57 of the Act.

95. Accordingly, all pending Interlocutory Applications, stand disposed of.

96. The Secretary is directed to communicate to the parties, accordingly.

**Sd/-  
(Ravneet Kaur)  
Chairperson**

**Sd/-  
(Anil Aggarwal)  
Member**

**Sd/-  
(Sweta Kakkad)  
Member**

**Sd/-  
(Deepak Anurag)  
Member**

**New Delhi**

**Date: 12.03.2026**