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Is it possible to conduct abusive practice through vexatious litigations?

I. Background

The TCA decided to initiate a preliminary investigation against the company Ankateks,[1] which is active in the laundry sector, based on a complaint that essentially alleges abuse by Ankateks of its dominant position, specifically by obstructing the activities of hospitals. All in all, the TCA decided that Ankateks did not violate Law No. 4054 on Protection of Competition ("**Competition Law**") after reviewing the activities of Ankateks in detail through its decision dated 9 February 2023 and numbered 23-07/113-35.

[1] Ankateks Turz İnş. Teks. Tem. San. ve Tic. AŞ

II. The TCA's evaluation of the relevant markets

Relevant product market

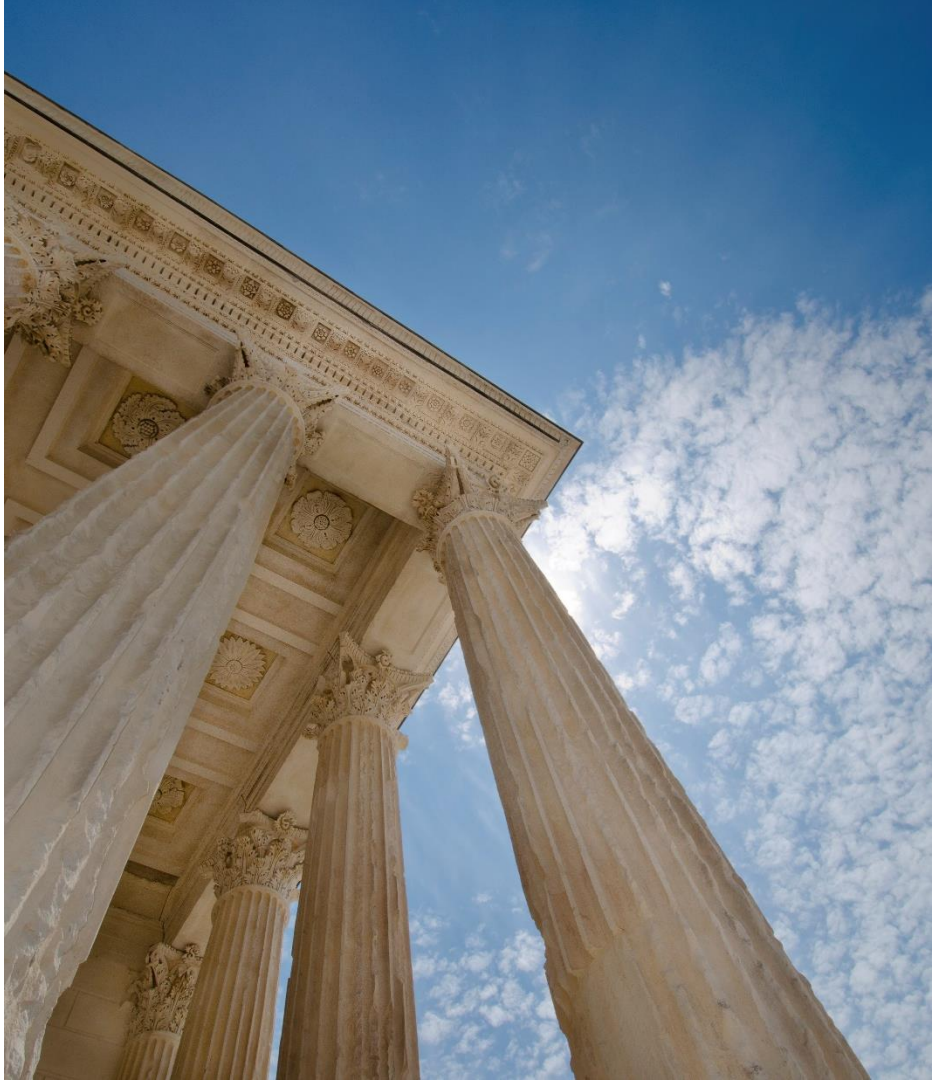
The TCA conducted a detailed analysis regarding the definition of the relevant product market. The TCA provided information on the industrial laundry sector in general, particularly the machines being used in the sector and the industrial laundry process. After the review, the TCA decided to define the relevant product market as "industrial laundry services market".

Relevant geographic market

While the TCA acknowledged that customers may purchase from undertakings located in different parts of Türkiye under the same conditions, or may satisfy their needs through tenders in which undertakings operating anywhere in Turkey can participate, considering that in the tender specifications of some institutions in Ankara province, a business license was required and that the demand from institutions/organizations procuring industrial laundry services in Ankara is driven by the need for service providers with a presence in the regional market, the TCA concluded that consumer demand has a strong potential to limit the geographical scope of competition in the market.

In addition, the undertakings operating in the industrial laundry services market indicated that the distance to the customer is a factor that increases transportation costs. This is especially the case for large-volume, low-value products, which may prevent customers from shifting their purchases to other regions. Therefore, reasons such as the requirement of residency at the point of demand in the tender channel and the increase in transportation costs (especially the fuel) as the distance increases at the point of supply indicate that there are geographical limitations in the industrial laundry market. In parallel, the TCA noted that the fact that all of the undertakings listed by Ankateks as its competitors are located in Ankara reveals that the competitive pressure from outside the province is felt to a more limited degree compared to the competitors within the province. The TCA stated that this also strengthens its assessment that the undertakings operating in the same city are in fact closer competitors.

Based on the above, the TCA defined the relevant geographic market as Ankara for the purposes of this casefile.



II. The TCA's evaluation of abuse of dominance

In the dominant position assessment, the TCA first looked at the Ankara based industrial laundry market players' market shares on a daily active capacity and daily total capacity basis, the turnover that Ankateks generates from its top five customers and its percentage in its total turnover (to assess the countervailing buyer power). According to the decision, total turnover that Ankateks generated from these customers amounted to significant part of its turnover (i.e., %90,55 in 2022), however, the TCA found that the customer would probably not be able to switch from Ankateks to alternative suppliers because Ankateks was the only player which owned a specification (i.e., tunnel washing machine) mostly required in the hospital tenders. The TCA also considered the entry barriers and concluded that Ankateks' 40% spare capacity is some kind of an entry barrier caused by the undertaking, Ankateks, itself. In conclusion, the TCA continued to its assessments by delving into details of the conducts of Ankateks to determine whether those were abusive, without making a final conclusion on whether Ankateks was in dominant position or not.

There were five main allegations against Ankateks in the decision: First, Ankateks forced one machine manufacturer, the winner of the tender organized by one of the customers (it is also the complainant of this casefile), to withdraw from the tender by threatening not to purchase products from it if it sold machines to this specific customer. Second, Ankateks filed multiple complaints regarding tender processes of this customer (for purchasing industrial laundry equipment) in order to prevent the customer from building up its own laundry. The third allegation is that this customer was receiving laundry services from Ankateks for a long time, but that Ankateks intervened in the preparation of the specifications for tenders in the past, and that Ankateks threatened not to enter the tender if the conditions Ankateks wanted were not met – allegedly Ankateks' not entering the tender put this customer in a difficult position in supply of relevant machinery. The fourth allegation is that Ankateks, by abusing its strong market position, acted in violation of the contract and disrupted the service it is required to fulfill for this customer. Finally, allegedly Ankateks put pressure on one of its competitors and prevented the customer from sourcing laundry services from this competitor.

The decision's key assessment was concerning the second allegation against which the TCA reviewed whether Ankateks filed multiple complaints about tender processes in order to obstruct this customers' laundry building process (in other words entry into the industrial laundry market and eventually stopping purchasing from Ankateks) from a perspective of abuse of dominance through preventing/obstructing entry into the market. Accordingly, the TCA delved into the details of "sham litigation" and "vexatious litigation" and mainly referred to the TCA's *Çiçek Sepeti* decision[2] and *ITT Promedia* decision of European Union's General Court[3]. According to the decision, the following two conditions must be met for a civil action to be deemed to be an abuse under competition law:

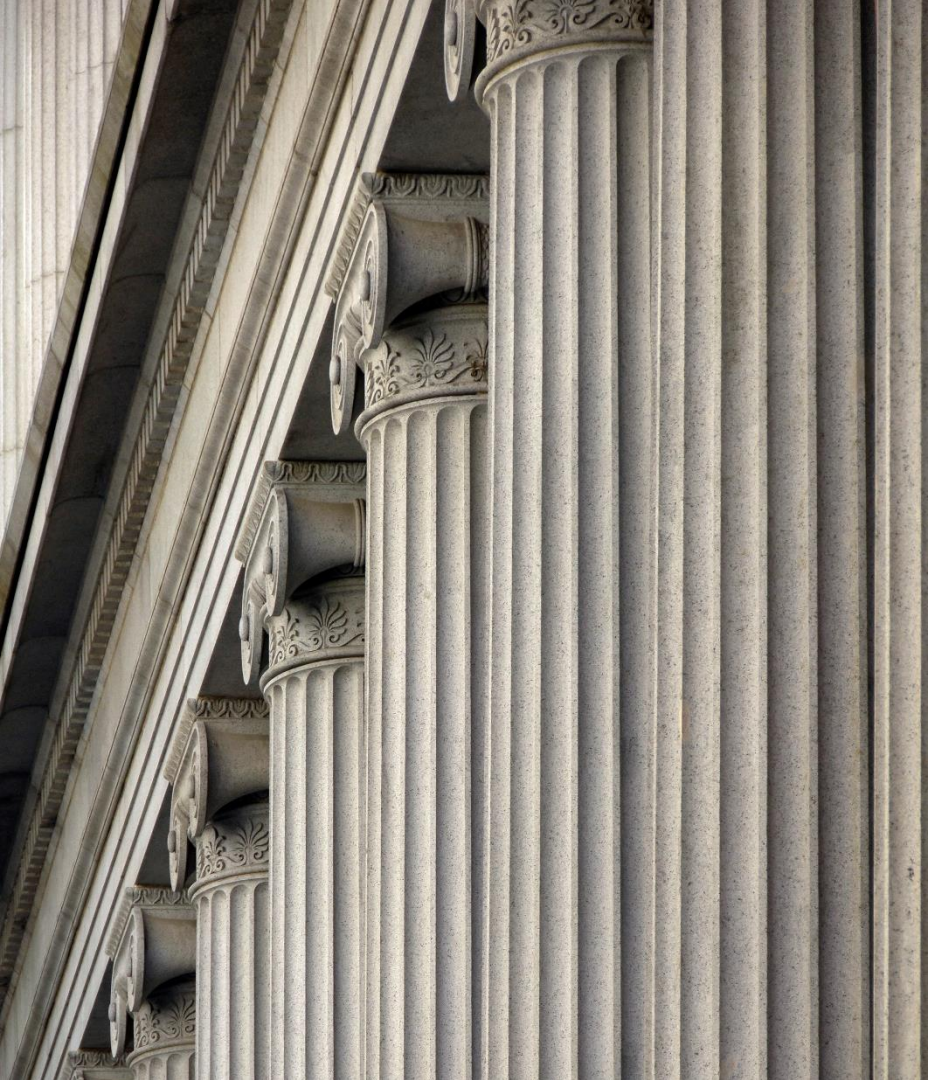
- The relevant legal proceedings should not be reasonably deemed to be intended to protect the rights of the suing undertaking and of a nature that will only harm the other party.
- The relevant legal proceedings should be part of a plan to eliminate the competitor.

The decision highlights the General Court's emphasis to the importance of right of access and application to the courts, and that it may, in very exceptional circumstances, lead to an abuse of a dominant position. The TCA also acknowledged the necessity of demonstrating the dominant undertaking's exclusionary intent/purpose and provided that there was no such evidence obtained within the scope of this casefile. While the TCA considered Ankateks' applications caused delay in the tenders (e.g., 1,5-3 months), concluded that this delay did not have a significant impact on the competition because the tender process for laundry equipment had been completed, the customer was able to procure the relevant equipment, and the process for laundry renovation was about to be completed at the time of complaint.

In terms of the remaining allegations, the decision briefly provided that (i) Ankateks' buyer power would not suffice putting such pressure on a competitor, (ii) there were suppliers alternative to Ankateks meaning the relevant customer was not obliged to procure from Ankateks, (iii) the TCA did not find any documents evidencing that Ankateks involved in bid-rigging activities or prevented competing undertakings from procuring relevant services to that customer and that (iv) Ankateks' breach of obligation to providing laundry services in a timely and adequate manner may be considered as a part of the breach of the contract between the parties but definitely is not an abusive behavior from competition law perspective.

All in all, the TCA decided that Ankateks did not violate the competition law through abuse of dominant position within the scope of evaluation of the actions conducted by Ankateks and therefore, there is no need to launch a full-fledged investigation against Ankateks.

[2] TCA's Çiçek Sepeti decision dated 08.03.2018 and numbered 18-07/111-58.
[3] The European Union General Court, ITT Promedia v. Commission, Case T-111/96 [1998] ECR II-2937



III. Key takeaway

Although vexatious litigations are not a new concept, this decision is important since it demonstrates the TCA's most recent approach against this subject. Based on this decision, one can argue that the TCA would most likely follow the approach taken by the General Court and look for an explicit exclusionary intent to conclude that the vexatious litigations indeed constitute abuse.

Ended with Settlement: An example of a hub & spoke cartel structure in the retail market

I. Background

With its decision dated 09.03.2023 and numbered 23-13/212-68, the TCA decided to conclude its full-fledged investigation concerning Eczacıbaşı Tüketim Ürünleri San. ve Tic. A.Ş.s ("**Eczacıbaşı**") anti-competitive hub & spoke and resale price maintenance practices in the retail market with a settlement.

II. The story of the assessment

Within the framework of the TCA's previous investigations involving undertakings in the retail market, the TCA conducted on-site inspections in the premises of the investigated undertakings and found concerning findings about Eczacıbaşı's certain conducts in the market during its inspection of Mopaş Marketçilik Gıda San. ve Tic. A.Ş.s ("**Mopaş**").

Based on these findings, the TCA launched a preliminary investigation against Eczacıbaşı first and conducted on-site inspections on Eczacıbaşı premises, focusing on Eczacıbaşı-centered concerns. The preliminary investigation later transitioned into a full-fledged investigation. Eczacıbaşı swiftly reacted to this investigation and submitted its settlement request, which started the settlement procedure accordingly.

The investigation concerning Eczacıbaşı's cleaning, cosmetic, personal, and home care products specifically focused on the undertaking's coordination between retailers in the form of a hub & spoke cartel, in connection with resale price maintenance-related concerns.

As a result of its investigation, the TCA found that Eczacıbaşı violated Article 4 of the Competition Law by:

- Determining the shelf prices/resale prices to be implemented by the retailers,
- Monitoring the compliance with the resale prices and warning the retailers that did not comply and apply different prices,
- Coordinating the timing of the price increases to be applied by the retailers at the same time,
- Acting as a coordinating hub for certain retailers' indirect exchanges of anti-competitive information (in particular to convince retailers that others are involved in the price coordination).

According to the decision, it is also evidenced that the coordination that Eczacıbaşı facilitated succeeded and the retailers made the agreed price increases.

Notably, the TCA, while determining the administrative fine to be imposed against Eczacıbaşı, also considered a mitigating factor prior to the reduction to be implemented as a result of the settlement. The TCA considered that the retailers that Eczacıbaşı would supply its products to had a strong buyer power, and therefore this would be considered a mitigating factor.

At the end of the settlement procedure, the TCA granted a 25% reduction, which is the maximum amount of reduction of administrative fine, and it implemented this reduction to each of the violations: (i) facilitating a hub & spoke cartel and (ii) maintaining resale prices of retailers.

III. Why is this important?

The decision is an example of the TCA's concrete stance against hub & spoke and resale price maintenance frameworks while demonstrating its ability to leverage the findings collected during a separate investigation to further assess the potential concerns in a separate procedure. Undertakings should not feel confident if they are not in the scope of an investigation since the TCA may also take initiatives. However, as noted, it also always holds out an olive branch for the undertakings willing to cooperate.

No full-fledged investigation against poultry meat producers

1. Background

On 15 June 2023, the TCB rendered its decision numbered 23-27/522-178, which concerns the preliminary investigation on whether the relevant practice of Association of Poultry Meat Producers of Turkey and its affiliated unions violated Law No. 4054 on the Protection of Competition ("**Law No. 4054**").

The preliminary investigation was initiated following a complaint alleging that certain trade unions active in the poultry sector in Turkey violated Law No. 4054 through anti-competitive agreements and by taking advantage of being in the dominant position in the market through boycotts. In this context, the TCB assessed whether the relevant trade unions violated Arts. 4 and 6 of Law No. 4054.

As a result of the preliminary investigation, the TCB considered that the relevant unions' practice does not amount to a violation of Law No. 4054. Accordingly, the TCB decided that there was no need to launch a full-fledged investigation against the trade unions.

2. The TCB's assessment

2.1 Overview of the events

Before proceeding with its assessment on the case, the TCB explained the rationale for the dispute between the breeders' associations and the integrated undertakings. Accordingly, the TCB stated that the production agreements between the integrated companies and the breeders were prepared on the initiative of the integrated poultry firms and that there was no legislation to protect the rights of the breeders. Moreover, the TCB determined from the findings that a draft regulation was on the way which also took the breeders' demands/requests into consideration.

The TCB likewise stated that BESD-BİR[4] appears to be entirely against the draft regulation based on some of the findings. The TCB noted that the relevant integrated poultry firms argued that the applicable regulation contradicts the Turkish Constitution and legislation. In this context, the TCB underlined that BESD-BİR opposed the establishment of a Breeders' Association and the relevant regulation's provision allowing breeders to become a party to the agreements, to negotiate the agreements on behalf of their members, and to sign the contracts as an association. The TCB noted that the integrated poultry firms did not fulfill the demands of TÜKEBİR[5] and its affiliated unions. The TCB noted that the complainant's application demonstrated that breeder associations decided not to buy chicks and tried to organize their members to comply this (boycott) decision as of July 2021.

In this context, the TCB examined the decision not to buy chicks, which is called boycott by the managers and members of the breeder associations under Arts. 4 and 6 of Law No. 4054.

[4] Association of While Meat Producers and Breeders.
[5] Central Union of Red Meat Producers of Turkey.

2.2 Assessments of the TCB

According to the decision, breeders' associations, whose power to negotiate and be a party to the agreement that the relevant legislation explicitly stipulated, have the opportunity to negotiate on the price, which is one of the essential elements of the agreements. The TCB underlined that the breeders' associations, which are allowed to sign the contract on behalf of their members, may be expected to negotiate and agree on the price-related articles of the agreement with the integrated poultry firms. Moreover, the TCB stated that the breeder associations' demand from the integrated poultry firms was not a mere price increase. The issues that the unions are negotiating with the integrated poultry firms are generally that the agreements should be in writing, and the breeder or the union representing the breeder should get a copy of the agreement; integrated poultry firms should be transparent to the breeders in terms of the price, bonus and aid calculations; the integrated poultry firms should not unilaterally determine and change the agreement clauses - the breeders, as a party to this agreement, should also have a say.

That said, the TCB did not consider the decision of the breeders' association, which can be a party to the agreement according to the relevant legislation, that its members should not buy chicks since there is no mutually agreed breeder fee, in violation of Article 4 of Law No. 4054 and which has the purpose of preventing, distorting or restricting competition.

The TCB also conducted an (effect) analysis to determine whether the decisions and practices of the association subject to the complaint had the effect of preventing, distorting, or restricting competition (under Articles 4) and found that (i) the documents-at-hand evidenced that the breeder prices (or price elements) are not determined by TÜKEBİR (or sub-associations), (ii) TÜKEBİR's boycott decision (on not to purchase chicks) did not result in the breeder services supply control, and (iii) the decline in chick inflows as a result of this decision was a natural consequence of the dispute in the contract negotiations, and that this effect on chick inflows was not of a nature to cause a foreclosing effect. The TCB also conducted a relatively detailed dominance test and concluded that producer associations are not in dominant position in the broiler chicken breeding market.

In conclusion, pursuant to Art. 41 of Law No. 4054, the TCB rejected the complaint and decided not to launch a full-fledged investigation.

The wind of competition is blowing in the cosmetics industry

The Turkish Competition Authority has recently been focusing on the cosmetics sector and has conducted several probes into undertakings in the sector, primarily with respect to internet sales restrictions and resale price maintenance. Whereas the majority of these investigations ended by way of utilizing the settlement mechanism with regard to resale price maintenance, and commitment mechanism with regard to the internet sales restrictions.

Within this context, an overview of the TCA's recent case-law, whose reasoned decisions have been published in the cosmetics sector, is provided below.

- **Engingrup**

On 2 March 2023, the TCA rendered its decision numbered 23-12/186-62, which concerns Engingrup Proje Yatırım A.Ş. (with all the entities under the same control structure "**Engingrup**"), which is active in the cosmetics sector.

According to the decision, Engingrup allowed the resellers to sell only on its own e-stores but prohibited sales through any other online markets and channels. The decision also included certain quotations from the Engingrup's ongoing agreements with its resellers demonstrating the internet sales restrictions. By referring to the precedents of the TCA and other competent competition authorities, the TCA concluded that an absolute and general ban on internet sales restricts intra-brand competition and being passive sales constitutes a hard-core violation and therefore, violates Article 4 of Law No. 4054 on Protection of Competition ("**Law No. 4054**"). In the relevant case file, Engingrup applied for commitment mechanism.

As background information, according to the Law No. 4054 and the Communiqué No. 2021/2 on the Commitments to be Offered in Preliminary Inquiries and Investigations Concerning Agreements, Concerted Practices and Decisions Restricting Competition and Abuse of Dominant Position ("**Communiqué No. 2021/2**"), undertakings which would like to terminate an investigation may submit a commitment application (for certain competition law issues) during the preliminary investigation phase or investigation phase (within three months after the investigation notice is officially received). If the TCA accepts the application and decides that the proposed commitments would suffice eliminating the anti-competitive concerns subject to its investigation, it terminates the investigation in terms of those competition issues. In its commitment decision, the TCA approves and makes those commitments binding on the undertaking and does not include an actual finding of competition infringement – in other words – does not impose administrative fine on the applicant undertaking. However, not all the competition issues can be resolved by the commitment process. Communiqué No. 2021/2 provides a list of clear and hardcore violations that could not benefit from commitment regime. Since restriction of internet sales (passive sales) is not among them, the TCA accepted Engingrup's commitment application.

Engingrup committed that the agreements to be concluded with its resellers will be revised by removing all the clauses restricting online sales of resellers and including a clause clearly demonstrating that all products subject to these agreements can be sold in all online channels, including marketplaces, and that no separate permission or approval will be required for resellers to make online sales. Engingrup has also committed that these changes will be announced on all of its websites and that it will publish the updated version of the agreement on its websites within the period given to fulfill these commitments.

The TCA found these commitments sufficient to eliminate the identified anti-competitive concerns and thereby concluded the investigation in terms of internet sales restriction allegations (without imposing administrative fine on Engingrup).

- **Farmasi**

On 16 February 2023, the TCA rendered its decision numbered 23-09/143-42 on Farmasi Enternasyonal Ticaret A.Ş. ("**Farmasi**"), which is another cosmetics sector player operating under direct sales business model.

In its decision, the TCA first evaluated whether the Farmasi Turkey and resellers' relationship falls under the scope of Article 4 of Law No. 4054 with an emphasis to the direct sales business model. It looked into the fact that the entrepreneurs of Farmasi Turkey are independent real persons/legal entities and they engage in the resale of Farmasi product on their own account, and concluded that this is still a vertical agreement falling under the scope of Article 4 of Law No. 4054.

The TCA's evaluations on the resale price maintenance related findings particularly provided that Farmasi Turkey: (i) regularly monitored its entrepreneurs/resellers' resale prices; (ii) intervened in the resale prices if they are below the catalog prices; and (iii) imposed various sanctions, such as issuing warnings to resellers who sell below the catalog prices, blocking the entrepreneur's access to "entrepreneur webpage" from which the Farmasi entrepreneurs can order Farmasi products to resell, and seizing of their earned bonuses. Based on the foregoing, the TCA concluded that Farmasi Turkey violated Article 4 of Law No. 4054 through resale price maintenance.

As indicated above, commitment mechanism is not applicable for clear and hardcore violations such as resale price maintenance. Farmasi, therefore, applied for settlement mechanism within the scope of Regulation On The Settlement Procedure Applicable In Investigations On Agreements, Concerted Practices And Decisions Restricting Competition And Abuses Of Dominant Position ("**Settlement Regulation**") in terms of the resale price maintenance allegations and the TCA accepted.

In determining the base fine, the TCA took into account the duration of the infringement (more than five years) and increased the base fine by one-fold. The settlement request of Farmasi Turkey is accepted by the TCA and a 25% (upper limit of the applicable reduction rate in settlement mechanism) reduction is applied. The decision provides that a fine of TRY 19,181,311.27 is imposed on Farmasi Turkey eventually and the full-fledged investigation is closed in terms of conducts aimed at resale price maintenance through the settlement procedure.

- **Kozmoklinik**

On 2 March 2023, the TCA rendered its decision numbered 23-12/185-61 in the cosmetics sector, which concerns Kozmoklinik Kozmetik ve Medikal Ürünler Paz. ve Tic. A.Ş. ("**Kozmoklinik**") an undertaking active in the marketing, sales and distribution of cosmetics and personal care products.

The *Kozmoklinik* decision, referred to only one finding concerning resale price maintenance. The decisive document was an email sent by Kozmoklinik to resellers with whom Kozmoklinik had already established or was likely to establish a business relationship. According to the e-mail, if the resellers set their sales prices within a certain frame in compliance with the recommended prices established by Kozmoklinik, the reseller would be entitled to the entire year-end bonus due to the profitability resulting from the sale, and if the recommended prices were not followed, a deduction would be made from the year-end bonus earned on account of the lack of expected profitability from the sale.

Based on the relevant correspondence, while the TCA acknowledged that Kozmoklinik could ignore certain price discrepancies from the resale price, it concluded that the fact that it established a system of pressure and incentives by deducting the year-end bonus in case of further deviations would further strengthen Kozmoklinik's resale price maintenance conduct.

Kozmoklinik made a settlement application and TCA decided to conclude the investigation for Kozmoklinik by imposing an administrative fine with a 25% reduction (upper limit of the applicable reduction rate in settlement mechanism). As result of the reduction, the decision imposed a fine of TRY 202,947.70 on Kozmoklinik.

- **Colastin**

On 23 February 2023, the TCA rendered its decision numbered 23-10/166-52 in the food supplements sector, which concerns Colastin. Colastin purchases, sells, imports and exports all kinds of food supplements and protein products. In this decision, the TCA abstained from making a definitive determination of the relevant product market, stating that such market definition would not change the outcome of the investigation.

The TCA concluded that Colastin's sales manager sent a WhatsApp message to the general manager of Farmaucuz, in which he stated that Colastin would follow the prices of the reseller Farmaucuz's marketplace and website sales. Moreover, if Farmaucuz sold products at a price lower than the set price, Colastin would contact the seller and revise its prices.

Furthermore, based on the WhatsApp message that Colastin's Turkey sales manager sent, the TCA concluded that Colastin would monitor the resellers' price and that Colastin could intervene if the resellers sold products at a price lower than the set price. Colastin also sent warning messages to the resellers and threatened them that if the resale prices were found to be different from the price lists provided by Colastin, its lawyers would terminate the business relationship invoking trademark law.

In this context, the TCA concluded that Colastin's conducts constituted a violation of Art. 4 of Law No. 4054. Colastin then requested for a settlement, and the TCA decided to conclude the investigation by imposing an administrative fine on the undertaking with a 25% settlement reduction. As result of the reduction, the decision effectively imposed a fine of TRY 46,574.47 on Colastin.

Badmouthing Your Competitor: Does the TCB Care?

Badmouthing one's competitors' goods and services to customers and consumers for the sake of gaining a commercial advantage is a typical example of unfair competition, which commercial law is concerned with. On the other hand, in recent years, such badmouthing conduct began to find ground in competition law enforcement as well. Jurisdictions such as France and Denmark assessed this behavior from an abuse of dominance perspective in certain cases. There, the theory of harm boils down to the following query: Considering that a dominant player's words are of significance to customers and consumers, could this player abuse its position by way of making speech that disparages a competitor's products?

Before dealing with this question, there is the matter of jurisdiction. Competition authorities must first conclude whether badmouthing actually falls within the ambit of competition law rules. To date, the TCB adopted several decisions holding that badmouthing is not of concern to the TCB.[6] Accordingly, the rules of unfair competition law deal with badmouthing. The TCB's recently published *EAE Elektrik II* decision adds to this consistent decisional practice.

For background, the complainant (i.e., Gersan Elektrik Ticaret ve Sanayi A.Ş.) argued before the TCA that EAE Elektrik A.Ş, ("**EAE**") abused its dominant position in the market for busbar systems by way of **(i)** predatory pricing and **(ii)** disseminating misleading and derogatory speech about the complainant's products to customers. Certain information and documents, which the TCA collected over the course of its probe, contended that "EAE tried to gain an advantage for itself by making disparaging statements to investors or contractors that the competitor's products burned or exploded." On the other hand, the TCB found no evidence of an abuse and dismissed the complaint.[7] Notably, the TCB did not assess whether badmouthing conduct falls under its jurisdiction as an enforcer of competition law.

Then, the Ankara Regional Administrative Court partially annulled this decision based on the case's dismissal concerning badmouthing claims.[8] According to the administrative judiciary, there were evidence of badmouthing in the case file, which the TCB should have explicitly assessed to resolve whether they amount to a violation of competition law.

Having the ball back in its court, the TCB evaluated in detail whether badmouthing a competitor could amount to an abusive behavior in violation of Art. 6 of Law No. 4054.[9] To this end, the TCB alluded to the difference in the objectives of competition law and unfair competition law. Accordingly, whereas the latter protects "the individual economic [interests] of those who are harmed or likely to be harmed as a result of the dishonest behavior or practices of market participants", the former seeks to prevent the dominant undertaking from weakening the normal competitive process in the market that would adversely affect consumer welfare. In reference to previous TCB decisions, judgments of the Court of Cassations and legislations on unfair competition, the TCB showed that private law remedies and forums are available for infringements of unfair competition law.

In a nutshell, the TCB's *EAE Elektrik* confirmed the enforcer's long-standing position that badmouthing conduct should be redressed by rules of unfair competition law.

[6] Music Sector Associations Union, 27.12.2007, 07-92/1175-459; Türk Telekom, 13.12.2012, 12-64/1636-599; DOW, 10.11.2015, 15-40/667-230; Automotive Glass, 15.10.2020, 20-46/618-270.
[7] EAE Elektrik I, 12.11.2019, 19-39/603-257.
[8] Ankara Regional Administrative Court 8th Administrative Case Chamber, 30.11.2022, E. 2022/680, K. 2022/1408.
[9] EAE Elektrik II, 12.01.2023, 23-03/39-16.

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