

Dated: 16 May 2023

Media Coverage

“DEL REFUNDS ITS DEALERS THE PENALTY IMPOSED FOR NON-COMPLIANCE WITH RESPECT TO RESALE PRICE MAINTENANCE (RPM), PURSUANT TO THE CCP’S ORDER BEFORE THE COMPETITION APPELLATE TRIBUNAL”

In compliance
with CCP directive

Electronic appliances company reimburses Rs8.13m to dealers

By our correspondent

ISLAMABAD: In compliance with the directive of the Competition Appellate Tribunal (CAT), an electronic appliances company has refunded Rs8.13 million to its 143 dealers.

The company had imposed fines on its dealers for selling appliances against less than the amounts set by the company.

Since the practice known as resale price maintenance (RPM) is forbidden by Pakistani competition law, the Competition Appellate Tribunal imposed a penalty on the company.

The Competitive Commission of Pakistan on Monday announced that the electronic appliances company had informed the Competition Appellate Tribunal that, out of its 451 authorized dealers, it had issued refunds of penalty amounts/sanctions to 143 dealers totaling Rs8,134,000 following the orders of the Tribunal and CCP.

The company added that since the remaining dealers (a total of 308) could not be found or tracked down, penalties and sanctions had not yet been returned to them. The company stated that, as a backup plan, it was prepared and willing to pay CCP the balance of the penalty amounting to Rs16,105,500.

Business Recorder

16 May 2023 | Online

Firm refunds Rs8,134,000 fine to its 143 dealers on CCP order

Sohail Sarfraz

ISLAMABAD: Following the directive of the Competition Appellate Tribunal and Competition Commission of Pakistan (CCP), a leading electronic company has refunded fine of Rs 8,134,000 to its 143 dealers, which was imposed for committing the forbidden practice of Resale Price Maintenance (RPM).

Details of the issue revealed by the CCP on Monday, the CCP had passed an order holding that RPM arrangements, including those that limit discounts, fix the price, and/or set a minimum or maximum price floor or ceiling, fall under the purview of Section 4(2)(a) of the Competition Act, 2010 (the Act), constitute a fixation of the selling price of a good or service, and should be regarded as anti-competitive because they harm both intra-brand and inter-brand competition.

Del Electronics and Haier Pakistan were both found to have violated Section 4 of the Act by imposing pricing and other restrictions through RPM (resale price maintenance) agreements, and any agreements or arrangements that these firms had in place were deemed null and void.

The matter concerned a CCP's enquiry into the price control circulars released by Del Electronics (Private) Limited and Haier Pakistan (Private) Limited. Four Haier Pakistan circulars dealt with the implementation of a fixed price list for products and the levying of fines against select dealers for disregarding the fixed price lists.

Regarding Del Electronics, two circulars that were similar to one another were discovered, in which dealers were fined for selling appliances for less than the amounts set by Del Electronics.

Del Electronics stated that it will abide by the CCP's ruling and reimburse its dealers for any fines or punishments imposed and that the anti-competitive practice had been stopped following a management change at the company.

Due to Del Electronics' compliance-focused approach, a penalty of Rs 100 million only was imposed. The reduced fine was made contingent upon Del Electronics honouring its promise to reimburse its dealers for the penalties and fines within the CCP's mandated time frame in terms of its order.

Del Electronics later challenged the CCP's order in the Competition Appellate Tribunal under Section 42 of the Act, and it was admitted for a regular hearing. The Tribunal directed Del Electronics to pay refunds of the penalty amounts/sanctions to its dealers under the CCP's order after hearing the parties.

In pursuance of the directive of the Competition Appellate Tribunal and in compliance with the order of CCP, Del has refunded its dealers the amount of the fine it had imposed on them for failing to abide by its fixed price lists.

This practice is known as Resale Price Maintenance (RPM) and is forbidden by Pakistani competition law.

The electrical company, Del Electronics, has informed the Tribunal that, out of 451 dealers, Del Electronics has issued refunds of penalty amounts/sanctions to 143 dealers totalling Rs 8,134,000 following the orders of the Tribunal and CCP.

Del Electronics added that because the remaining dealers (a total of 308) could not be found or tracked down, penalties and sanctions had not yet been returned to them. Del Electronics stated that, as a backup plan, it was prepared and willing to pay CCP the balance of the penalty, which comes to Rs 16,105,500.

CCP bench in its order cautioned all retailers, suppliers, manufacturers, dealers or any other undertaking as RPM agreements are by object anti-competitive in nature and a violation of Section 4(2)(a) of the Act.

The bench considered the same to be a serious violation of competition law. Any party wishing to implement the same has been required to notify such agreements/arrangements and first seek clearance from CCP through exemption under Section 5 of the Act addressing the efficiencies specified under Section 9 of the Act. In the absence of such exemption, such agreements/arrangements are void.

RPM, in whatever form, be it maximum or minimum price floors or discount restrictions, are all forms of price-fixing under Section 4(2)(a) of the Act, i.e., a fixation of the selling price of a product/good and are treated as by object anti-competitive.

In America, several States still prohibit RPM arrangements, and other jurisdictions reviewed including the UK, Australia, EU, India, and China, RPM arrangements/practices have been heavily penalized and are considered to be serious violations of competition law.

<https://www.brecorder.com/news/40242330/firm-refunds-rs8134000-fine-to-its-143-dealers-on-ccp-order>

Del refunds it's dealers penalty imposed for non-compliance with respect to RPM

ISLAMABAD

On 11 March 2022, the Competition Commission of Pakistan (CCP) passed an order holding that RPM arrangements, including those that limit discounts, fix the price, and/or set a minimum or maximum price floor or ceiling, fall under the purview of Section 4(2)(a) of the Competition Act, 2010 (the Act), constitute a fixation of the selling price of a good or service, and should be regarded as anti-competitive because they harm both intra-brand and inter-brand competition.

Del Electronics and Haier Pakistan were both found to have violated Section 4 of the

Act by imposing pricing and other restrictions through RPM (resale price maintenance) agreements, and any agreements or arrangements that these



firms had in place were deemed null and void, said a press release issued here.

The matter concerned a CCP's inquiry into the price control circulars released by Del Electronics (Private) Limited and Haier Pakistan (Private) Limited.

Four Haier Pakistan circulars dealt with the implementation of a fixed price list for products and the levying of fines against select dealers for disregarding the fixed price lists. Regarding Del Electronics, two circulars that were similar to one another were discovered, in which dealers were fined for selling appliances for less than the amounts set by Del Electronics.

Del Electronics stated that it will abide by the CCP's ruling and reimburse its dealers for any fines or punishments imposed and that the anti-competitive practice had been stopped following a management change at the company. Due to

Del Electronics' compliance-focused approach, a penalty of Rs. 100 million only was imposed. The reduced fine was made contingent upon Del Electronics honouring its promise to reimburse its dealers for the penalties and fines within the CCP's mandated time frame in terms of its order.

Del Electronics later challenged the CCP's order in the Competition Appellate Tribunal under Section 42 of the Act, and it was admitted for a regular hearing.

The Tribunal directed Del Electronics to pay refunds of the penalty amounts/sanctions to its dealers under the CCP's order after hearing the parties.—APP

Del refunds its dealers penalty

ISLAMABAD: On 11 March 2022, the Competition Commission of Pakistan (CCP) passed an order holding that RPM arrangements, including those that limit discounts, fix the price, and/or set a minimum or maximum price floor or ceiling, fall under the purview of Section 4(2)(a) of the Competition Act, 2010 (the Act), constitute a fixation of the selling price of a good or service, and should be regarded as anti-competitive because they harm both intra-brand and inter-brand competition. Del Electronics and Haier Pakistan were both found to have violated Section 4 of the Act by imposing pricing and other restrictions through RPM (resale price maintenance) agreements, and any agreements or arrangements that these firms had in place were deemed null and void. The matter concerned a CCP's enquiry into the price control circulars released by Del Electronics (Private) Limited and Haier Pakistan (Private) Limited. Four Haier Pakistan circulars dealt with the implementation of a fixed price list for products and the levying of fines against select dealers for disregarding the fixed price lists.—APP

Del Electronics and Haier Pakistan were both found to have violated Section 4

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The matter concerned a CCP's enquiry into the price control circulars released by Del Electronics (Private) Limited and Haier Pakistan (Private) Limited. Four Haier Pakistan circulars dealt with the implementation of a fixed price list for products and the levying of fines against select dealers for disregarding the fixed price lists. Regarding Del Electronics, two circulars that were similar to one another were discovered, in which dealers were fined for selling appliances for less than the amounts set by Del Electronics.

Del Electronics later challenged the CCP's order in the Competition Appellate Tribunal under Section 42 of the Act, and it was admitted for a regular hearing. The Tribunal directed Del Electronics to pay refunds of the penalty amounts/sanctions to its dealers under the CCP's order after hearing the parties.



Competition Commission of Pakistan

The electrical company, Del Electronics, has informed the Tribunal that, out of 461 dealers, Del Electronics has issued refunds of penalty amounts/sanctions to 149 dealers totalling Rs. 8,194,000/- following the orders of the Tribunal and CCP. Del Electronics added that because the remaining dealers (a total of 308) could not be found or tracked down, penalties and sanctions had not yet been returned to them. Del Electronics stated that, as a backup plan, it was prepared and willing to pay CCP the balance of the penalty, which comes to Rs. 16,105,500.

CCP bench in its order cautioned all retailers, suppliers, manufacturers, dealers or any other undertaking as RPM agreements are 'by object' anti-competitive in nature and a violation of Section 4(2)(a) of the Act. The bench considered the same to be a serious violation of competition law. Any party wishing to implement the same has been required to notify such agreements/arrangements and first seek clearance from CCP through exemption under Section 5 of the Act addressing the efficiencies specified under Section 9 of the Act. In the absence of such exemption, such agreements/arrangements are void.

RPM, in whatever form, be it maximum or minimum price floors or discount restrictions, are all forms of price-fixing under Section 4(2)(a) of the Act, i.e., a fixation of the selling price of a product/good and are treated as by object anti-competitive. In America, several States still prohibit RPM arrangements, and other jurisdictions reviewed including the UK, Australia, EU, India, and China, RPM arrangements/practices have been heavily penalized and are considered to be serious violations of competition law.

Pro Pakistani

16 May 2023 | Online

Dawlance Refunds Dealers in Resale Price Maintenance Case

By ProPK Staff |

After directives of the Competition Appellate Tribunal and in compliance with the order of CCP, Del Electronics/Dawlance has refunded its dealers the amount of the fine it had imposed on them for failing to abide by its fixed price lists.

This practice is known as Resale Price Maintenance (RPM) and is forbidden by Pakistani competition law.

On 11 March 2022, the Competition Commission of Pakistan (CCP) passed an order holding that RPM arrangements, including those that limit discounts, fix the price, and/or set a minimum or maximum price floor or ceiling, fall under the purview of Section 4(2)(a) of the Competition Act, 2010 (the Act), constitute a fixation of the selling price of a good or service, and should be regarded as anti-competitive because they harm both intra-brand and inter-brand competition.

Del Electronics and Haier Pakistan were both found to have violated Section 4 of the Act by imposing pricing and other restrictions through RPM (resale price maintenance) agreements, and any agreements or arrangements that these firms had in place were deemed null and void.

The matter concerned a CCP's inquiry into the price control circulars released by Del Electronics (Private) Limited and Haier Pakistan (Private) Limited. Four Haier Pakistan circulars dealt with the implementation of a fixed price list for products and the levying of fines against select dealers for disregarding the fixed price lists.

Regarding Del Electronics, two circulars that were similar to one another were discovered, in which dealers were fined for selling appliances for less than the amounts set by Del Electronics.

Del Electronics stated that it will abide by the CCP's ruling and reimburse its dealers for any fines or punishments imposed and that the anti-competitive practice had been stopped following a management change at the company. Due to Del Electronics' compliance-focused approach, a penalty of Rs. 100 million was imposed.

The reduced fine was made contingent upon Del Electronics honoring its promise to reimburse its dealers for the penalties and fines within the CCP's mandated time frame in terms of its order.

Del Electronics later challenged the CCP's order in the Competition Appellate Tribunal under Section 42 of the Act, and it was admitted for a regular hearing. The Tribunal directed Del Electronics to pay refunds of the penalty amounts/sanctions to its dealers under the CCP's order after hearing the parties.

In pursuance of the directive of the Competition Appellate Tribunal and in compliance with the order of CCP, Del has refunded its dealers the amount of the fine it had imposed on them for failing to abide by its fixed price lists. This practice is known as Resale Price Maintenance (RPM) and is forbidden by Pakistani competition law.

The electrical company, Del Electronics, has informed the Tribunal that, out of 451 dealers, Del Electronics has issued refunds of penalty amounts/sanctions to 143 dealers totaling Rs. 8.1 million following the orders of the Tribunal and CCP.

Del Electronics added that because the remaining dealers (a total of 308) could not be found or tracked down, penalties and sanctions had not yet been returned to them. Del Electronics stated that, as a backup plan, it was prepared and willing to pay CCP the balance of the penalty, which comes to Rs. 16 million.

CCP bench in its order cautioned all retailers, suppliers, manufacturers, dealers or any other undertaking as RPM agreements are 'by object' anti-competitive in nature and a violation of Section 4(2)(a) of the Act.

The bench considered the same to be a serious violation of competition law. Any party wishing to implement the same has been required to notify such agreements/arrangements and first seek clearance from CCP through exemption under Section 5 of the Act addressing the efficiencies specified under Section 9 of the Act. In the absence of such exemption, such agreements/arrangements are void.

RPM, in whatever form, be it maximum or minimum price floors or discount restrictions, are all forms of price-fixing under Section 4(2)(a) of the Act, i.e., a fixation of the selling price of a product/good and are treated as by object anti-competitive. In the US, several States still prohibit RPM arrangements, and in other jurisdictions reviewed including the UK, Australia, EU, India, and China, RPM arrangements/practices have been heavily penalized and are considered to be serious violations of competition law.

<https://propakistani.pk/2023/05/15/dawlance-refunds-dealers-in-resale-price-maintenance-case/>

الیکٹرونکس کمپنی نے مسابقتی کمیشن کی

جانب سے عائد جرمانہ کی ادائیگی کر دی

اسلام آباد (کامرس رپورٹر) الیکٹرونکس کمپنی نے مسابقتی کمیشن کی جانب سے عائد جرمانے کی ری سیل میٹھیٹنس کی مد میں ادائیگی کر دی، الیکٹرونکس کمپنی اور الیکٹرونکس مصنوعات کی ایک اور کمپنی نے باقی صفحہ 6 نمبر 3

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بقیہ جرمانہ ادائیگی

ری سیل پرائس میٹھیٹنس کے معاہدوں کے ذریعے قیمتوں کا تعین اور دیگر پابندیاں لگا کر ایکٹ کے سیکشن 4 کی خلاف ورزی کی اور کمیشن کے ایسے تمام معاہدوں یا انتظامات کو کالعدم قرار دیا، یہ معاملہ جاری کردہ پرائس کنٹرول سرکلرز کے بارے میں سی سی پی کی انکوائری سے متعلق ہے چار سرکلرز میں الیکٹرونکس مصنوعات کی فیکس پرائس لسٹ کو نظر انداز کرنے پر متعلقہ ڈیلرز بخلاف جرمانے عائد کرنے سے متعلق ہے ٹریبونل نے فریقین کی سماعت کے بعد الیکٹرونکس کمپنی کو ہدایت کی کہ وہ سی سی پی کے حکم کے تحت اپنے ڈیلرز کو جرمانے کی رقم واپس ادا کرے، مسابقتی ایپلٹ ٹریبونل کی ہدایات اور سی سی پی کے حکم کی تعمیل کرتے ہوئے اپنے ڈیلرز کو فیکس پرائس لسٹ کی پابندی نہ کرنے پر جو جرمانہ عائد کیا تھا وہ رقم ڈیلرز کو

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ڈیل الیکٹرانکس نے غیر قانونی ری سیل

پرائس میٹیننس معاہدوں کی مد میں ڈیلرز کو

کے گئے جرمانے کی واپسی ادائیگی کر دی

اسلام آباد (نامہ نگار خصوصی) پمیشن کمشن آف پاکستان (سی سی پی) نے 11 مارچ 2022 کو ایک آرڈر پاس کیا جس میں کہا گیا کہ ری سیل پرائس میٹیننس (آر پی ایم)، بشمول رعایتی قیمتوں کو محدود کرنا، قیمت فلٹس کرنا، یا کم از کم یا زیادہ سے زیادہ قیمت کی حد مقرر کرنا، یہ سب پمیشن ایکٹ کے سیکشن 4(2)(a) کے دائرہ کار میں آتے ہیں۔ ایسی تمام پمیشن مخالف سرگرمیاں دونوں انٹرا برانڈ اور انٹر برانڈ پمیشن کو نقصان پہنچاتی ہیں۔ ڈیل الیکٹرانکس اور ہائیر پاکستان دونوں نے ری سیل پرائس میٹیننس کے معاہدوں کے ذریعے قیمتوں کا تعین اور دیگر پابندیاں لگا کر ایکٹ کے سیکشن 4 کی خلاف ورزی کی، (باقی صفحہ 7 بقیہ نمبر 38)

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پرائس کنٹرول

بقیہ

اور پمیشن نے ایسے تمام معاہدوں یا انتظامات کو کالعدم قرار دیا۔ یہ معاملہ ڈیل الیکٹرانکس (پرائیویٹ) لمیٹڈ اور ہائیر پاکستان (پرائیویٹ) لمیٹڈ کے جاری کردہ پرائس کنٹرول سرکلرز کے بارے میں سی سی پی کی انکوائری سے متعلق ہے۔

ڈیل الیکٹرانکس نے غیر قانونی ری سیل پرائس مینٹیننس معاہدوں کی مد میں ڈیلرز کو کیے گئے جرمانے کی واپسی ادائیگی کر دی

پیر 15 مئی 2023 22:39

اسلام آباد(اُردو پوائنٹ اخبار تازہ ترین - آن لائن۔ 15 مئی 2023ء) کمپیٹیشن کمیشن آف پاکستان (سی سی پی) نے 11 مارچ 2022 کو ایک آرڈر پاس کیا جس میں کہا گیا کہ ری سیل پرائس مینٹیننس (آر پی ایم)، بشمول رعایتی قیمتوں کو محدود کرنا، قیمت فکس کرنا، یا کم از کم یا زیادہ سے زیادہ قیمت کی حد مقرر کرنا، یہ سب کمپیٹیشن ایکٹ کے سیکشن 4 کے دائرہ کار میں آتے ہیں۔

ایسی تمام کمپیٹیشن مخالف سرگرمیاں دونوں انٹرا برانڈ اور انٹر برانڈ کمپیٹیشن کو نقصان پہنچاتی ہیں۔ ڈیل الیکٹرانکس اور ہائیر پاکستان دونوں نے ری سیل پرائس مینٹیننس کے معاہدوں کے ذریعے قیمتوں کا تعین اور دیگر پابندیاں لگا کر ایکٹ کے سیکشن 4 کی خلاف ورزی کی، اور کمیشن نے ایسے تمام معاہدوں یا انتظامات کو کالعدم قرار دیا۔

یہ معاملہ ڈیل الیکٹرانکس (پرائیویٹ) لمیٹڈ اور ہائیر پاکستان (پرائیویٹ) لمیٹڈ کے جاری کردہ پرائس کنٹرول سرکلرز کے بارے میں سی سی پی کی انکوائری سے متعلق ہے۔

ہائیر پاکستان کے چار سرکلرز میں الیکٹرونکس مصنوعات کی فکس پرائس لسٹ کو نظر انداز کرنے پر متعلقہ ڈیلرز کے خلاف جرمانے عائد کرنے سے متعلق ہے۔ جبکہ ڈیل الیکٹرانکس کے حوالے سے دو سرکلر دریافت ہوئے جن میں ڈیل الیکٹرانکس کی جانب سے فکس پرائس لسٹ کے مطابق مقرر کردہ رقم سے کم قیمت پر الیکٹرونکس مصنوعات فروخت کرنے پر ڈیلرز پر جرمانہ عائد کیا گیا۔

ڈیل الیکٹرانکس نے کہا کہ وہ سی سی پی کے حکم کی پابندی کرے گا اور اپنے ڈیلرز کو عائد کیے گئے کسی بھی جرمانے یا سزا کے لیے معاوضہ ادا کرے گا اور کمپنی میں انتظامی تبدیلی کے بعد کمپیٹیشن مخالف عمل کو روک دیا گیا تھا۔ ڈیل الیکٹرانکس کے کمپلائنس فوکس اپروچ کی وجہ سے، صرف 100 ملین روپے کا جرمانہ عائد کیا گیا۔ یہ کم جرمانہ ڈیل الیکٹرانکس کی جانب سے کمیشن کے مقررہ وقت کے اندر اپنے ڈیلروں کو جرمانے کی واپسی ادائیگی کے اپنے وعدے کا احترام کرنے پر منحصر تھا۔

ڈیل الیکٹرانکس نے بعد میں سی سی پی کے حکم کو ایکٹ کے سیکشن 42 کے تحت کمپیٹیشن ایبلٹ ٹریبونل میں چیلنج کیا، اور اسے باقاعدہ سماعت کے لیے مقرر کیا گیا۔ ٹریبونل نے فریقین کی سماعت کے بعد ڈیل الیکٹرانکس کو ہدایت کی کہ وہ سی سی پی کے حکم کے تحت اپنے ڈیلرز کو جرمانے کی رقم واپس ادا کرے۔ کمپیٹیشن ایبلٹ ٹریبونل کی ہدایات اور سی سی پی کے حکم کی تعمیل کرتے ہوئے ڈیل نے اپنے ڈیلرز کو فکس پرائس لسٹ کی پابندی نہ کرنے پر جو جرمانہ عائد کیا تھا وہ رقم ڈیلرز کو واپس کر دی ہے۔

اس فکس پرائس لسٹ کی پر پکٹس کو ری سیل پرائس مینٹیننس (آر پی ایم) کے نام سے جانا جاتا ہے اور پاکستانی کمپیٹیشن ایکٹ کے مطابق یہ غیر قانونی ہے۔ ڈیل الیکٹرانکس نے ٹریبونل کو مطلع کیا ہے کہ احکامات کے مطابق، 451 ڈیلرز میں سے، کمپنی نے 143 ڈیلرز کو جرمانے کی رقم کی واپسی جاری کی ہے جو مجموعی طور پر 8,134,000 روپے بنتے ہیں۔ ڈیل الیکٹرانکس نے مزید کہا کہ چونکہ بقیہ ڈیلرز (مجموعی طور پر 308) کا پتہ نہیں چل سکا یا ان کا سراغ نہیں لگایا جا سکا، تو جرمانے کی رقم ابھی تک انہیں واپس نہیں کی گئی۔

ڈیل الیکٹرانکس نے حامی بھری کی باقی جرمانے کی رقم وہ کمیشن کو ادا کرنے کے لیے تیار ہیں، جو 16,105,500 روپے بنتی ہے۔ سی سی پی بنچ نے اپنے حکم میں تمام ریٹیلرز، سپلائرز، مینوفیکچررز، اور ڈیلرز کو متنبہ کیا ہے کہ آر پی ایم معاہدوں کی نوعیت کمپیٹیشن مخالف ہوتی ہے اور ایکٹ کے سیکشن 4 کی خلاف ورزی ہیں۔ بنچ نے اسے کمپیٹیشن ایکٹ کی سنگین خلاف ورزی قرار دیا ہے۔

کوئی بھی فریق جو اسے معاہدے کرنا چاہتا ہے اس کو ایسے معاہدوں کی استثنیٰ کے لیے کمیشن سے رجوع کرنے کی ضرورت ہے اور کمپیٹیشن ایکٹ کے سیکشن 5 کے تحت کمیشن سے کلبیننس حاصل کرنا ہوگی۔ اس استثنیٰ کی عدم موجودگی میں، ایسے معاہدے غیر قانونی ہوں ہیں۔ آر پی ایم معاہدے، خواہ کسی بھی شکل میں ہوں، خواہ وہ زیادہ سے زیادہ یا کم از کم قیمتوں کی حد مقرر کرنا ہو یا رعایتی پابندیاں لگانا ہوں، یہ تمام ایکٹ کے سیکشن 4 کے تحت پرائس فکسنگ کی شکلیں ہیں۔

امریکہ میں، کئی ریاستوں میں اب بھی آر پی ایم معاہدوں پر پابندی ہے اور دیگر ممالک، بشمول یو کے، آسٹریلیا، ای یو، بھارت اور چین میں آر پی ایم معاہدوں کا جائزہ لینے کے بعد بھاری جرمانے عائد کیے گئے ہیں اور انہیں کمپیٹیشن ایکٹ کی سنگین خلاف ورزی تصور کیا جاتا ہے۔