CENTRE FOR COMPETITION AND CONSUMER PROTECTION LAW

To

The Secretary

Competition Commission of India

10th Floor, Office Block-1

Kidwai Nagar (East)

New Delhi – 110023

13th August, 2026

Subject: Comments, Objections or Suggestions on the Commitment Proposal in Case No. 44 of 2025

Dear Sir,

We are writing in reference to the public comments invited by the Competition Commission of India on the commitment received by it in **Kartikeya Rawal v. InterGlobe Aviation Limited,** Case No. 44 of 2025.

About the Centre

CCCPL is a research centre at **Rajiv Gandhi National University of Law, Punjab (RGNUL),** dedicated to understanding and advancing the discourse on competition and consumer protection laws in India. The centre, through its research and outreach activities, endeavours to contribute to the development of sound legal frameworks that effectively protect the interests of consumers and foster healthy competition in the market.

Best Regards,

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Executive Summary

These comments tested IndiGo's commitments application against Regulations 3 and 7, and suggest that the terms of the commitments fall short on the following counts:

- **The commitments do not remedy the identified competition concern.** Competition enforcement is in-rem, aimed at correcting market distortions rather than merely compensating aggrieved consumers. IndiGo's commitments are ex-post and in-personam, they manage the fallout of disruptions but do not touch the underlying market power that lets IndiGo profit from withholding service. Comparable cases (EU's E.ON, 2008; AGCM's Ryanair order, 2025) instead rely on structural remedies and cease-and-desist orders.

- **The trigger definition is under-inclusive and self-judged.** The 30% cancellation trigger for a "Large-scale Disruption" is arbitrary and 3 times the capacity gap DGCA identified as warranting intervention. The force-majeure carve-outs mirror DGCA's CAR definition but add "aircraft technical failures," which is not treated as an extraordinary circumstance elsewhere. Crucially, IndiGo alone decides whether a disruption qualifies, with no CCI oversight, making it a judge in its own case, especially where DGCA's inquiry attributed the December disruptions to IndiGo's operational and planning failures.

- **Commitment 1 (Crisis Management Group):** It is reactive, becoming operational only after disruption occurs, and is not readily monitorable in the absence of defined parameters for effectiveness.

- **Commitment 2 (Slot release):** It substantially overlaps with the existing MoCA slot-reallocation framework. More importantly, release "for a limited period" risks being commercially unusable as per past experience. Monitoring is difficult in practice, as the Mumbai airport experience and ICAO's observations show that slot utilisation (not just release) must be tracked continuously.

- **Commitment 3 (Passenger handling):** It relies on subjective language with no quantifiable targets, timelines, or triggers, making compliance impossible to assess.

- **Commitments 4 & 5 (Compensation and grievance redressal):** These substantially overlap with, and in places are narrower than, existing DGCA CAR obligations already owed to passengers. The passenger-facing terms lack specified data granularity and, critically, no penalty, escalation route, or review mechanism if IndiGo fails to meet its own stated obligations.

In sum, the commitments are marked by weak triggers, reactive design, substantial overlap with existing statutory obligations, and an absence of precise, measurable, and monitorable terms, rendering them, in their present form, incapable of protecting the competition process as required under Regulation 7.

Introduction

1. These comments are submitted pursuant to the notice issued by the Competition Commission of India ('Commission/CCI') inviting comments, objections and suggestions on the non-confidential summary of the commitment application submitted by InterGlobe Aviation Limited ('IndiGo/Commitment Applicant') under Section 48B of the Competition Act, 2002 ('Act') read with the Competition Commission of India (Commitment) Regulations, 2024 ('Commitment Regulations'). The Commission's notice records that, by order dated 4 February 2026 under Section 26(1) of the Act, the Director General was directed to investigate alleged contraventions of Section 4 by IndiGo arising from the operational disruptions in December 2025 ('impugned conduct').

2. The non-confidential summary records that the Commission's prima facie concerns arose from: (i) the alleged restriction of consumer access and choice caused by cancellations and temporary service constraints; and (ii) potential consumer harm arising from reduced availability of travel options. The Commission prima facie considered that IndiGo's cancellation of flights and withholding of service appeared to restrict consumer access and choice and thereby contravene Sections 4(2)(a)(i) and 4(2)(b)(i) of the Act.

3. Regulation 3 requires a commitment application to explain the commitments offered, how they address the alleged contraventions and competition concerns, and the manner of their implementation and monitoring. The adequacy of IndiGo's commitments must therefore be tested against the specific competitive problem recorded by the Commission, i.e., the alleged withholding of service by a dominant airline, which created an artificial scarcity, limited consumer choice during peak demand, and exposed consumers to significantly higher prices.

4. Regulation 7 similarly prescribes that in assessing a proposed commitment, the Commission is required to have regard, inter alia, to whether the terms address the identified competition concerns and alleged contraventions; whether they can be implemented effectively and are easy to monitor; whether they make the market more contestable; and whether they provide procedural efficiencies, self-executing terms and early correction of market distortions. The following comments rely on publicly available data to suggest that the proposed commitments fall short of meeting statutory requirements.

I. The Proposed Commitments Do Not Remedy Identified Competition Concerns

5. Competition enforcement operates in-rem, correcting market distortions that lead to market failures, rather than merely reactively protecting those aggrieved. The commitments proposed by IndiGo are contrary to these principles, because the terms are *firstly* ex-post in nature designed for damage control, and *secondly* in-personam remedies that aim to assuage consumer harm. The terms do not address the market power that allows IndiGo to be in the position to profit from large-scale disruptions in the first place.

6. In similar investigations, competition authorities in other jurisdictions have imposed structural remedies and cease-and-desist orders to adequately redress the competitive harm caused by the creation of artificial scarcity dominant suppliers, or restriction of flight inventory reducing consumer choice by dominant airline operators, respectively:
   a. In the landmark 2008 E.ON Case,[1] the European Commission investigated German utility major E.ON for allegedly abusing its dominant position by strategically withholding available electricity generation capacity from the wholesale market, thereby reducing supply and raising wholesale electricity prices. The case was resolved through a commitment decision under Article 9 of Regulation 1/2003. Structural remedies were imposed: E.ON agreed to divest 5000 MW of generation capacity, including power plants and electricity-drawing rights.
   b. In 2025, the Italian Competition Authority AGCM penalized Ryanair for abuse of dominant position, finding that the airline operator had adopted an elaborate strategy that restricted travel agencies purchasing its flight inventory and reduced the quality and range of services available to consumers.[2] The AGCM imposed a fine of €255.76 million, along with cease-and-desist orders from adopting analogous measures with equivalent object or effect.

7. These cases reveal the gap between appropriate remedies and the proposed commitments, which do not prevent the recurrence of mass-cancellation of flights by an airline operator accounting for 60% of the market.

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[1] European Commission, 'AT.39317' (Competition Cases) https://competition-cases.ec.europa.eu/cases/AT.39317 accessed 11 August 2026.

[2] Autorità Garante della Concorrenza e del Mercato, 'A568 - Italian Competition Authority: Ryanair DAC and its parent company Ryanair Holdings plc fined over €255 million for abuse of a dominant position' (Press Release, 23 December 2025) https://en.agcm.it/en/media/press-releases/2025/12/A568 accessed 11 August 2026.

II. The Definition Of 'Large-Scale Disruptions' May Not Itself Cover The Impugned Conduct.

8. IndiGo's commitment application seeks to address competitive concerns by managing *"similar Large-scale Disruptions effectively if they arise"*. The enforcement of the proposed commitments thus depends entirely on whether a disruption is classified as such. Paragraph 7 of defines Large-scale Disruptions as follows: "*For the purposes of IndiGo's commitment proposal, Large-scale Disruptions refer to any instance involving the cancellation of more than 30% of total planned capacity of the day of operations, where such cancellations are not attributable to factors beyond IndiGo's control, such as adverse weather conditions, aircraft technical failures, regulatory flying restrictions, aviation-related sanctions, crew strikes, airport or runway closure or other force majeure events.*"

9. It is instructive to note how this definition deviated from industry norms. The Directorate General of Civil Aviation ('DGCA') is the statutory regulator in the field of Civil Aviation, responsible for drafting Civil Aviation Requirements ('CARs'). CARs are sectoral regulations under the Aircraft Rules, 1937, and are binding on IndiGo as a scheduled domestic airline. CAR Section 3, Series 'M' Part IV deals with facilities to be provided to passengers by airlines due to, inter alia, cancellation of flights.[3] It defines force majeure events as the following: "*The operating airline would not have the obligation to pay compensation in cases where the cancellations and delays have been caused by an event(s) of force majeure i.e. extraordinary circumstance(s) beyond the control of the airline, the impact of which lead to the cancellation/delay of flight(s), and which could not have been avoided even if all reasonable measures had been taken by the airline. Such extraordinary circumstances may in particular, occur due to political instability, natural disaster, civil war, insurrection or riot, flood, explosion, government regulation or order affecting the aircraft, strikes and labour disputes causing cessation, slowdown or interruption of work or any other factors that are beyond the control of the airline…Extraordinary circumstances should be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft or several aircraft on a particular day, gives rise to a long delay or delays, an overnight delay, or the cancellation of one or more flights by that aircraft, and which could not be avoided even though the airline concerned had taken all reasonable measures to avoid or overcome of the impact of the relevant factor and, therefore, the delays or cancellations.*"

[3] Directorate General of Civil Aviation, 'Civil Aviation Requirements, Section 3 – Air Transport, Series M, Part IV: Facilities to be provided to passengers by airlines due to denied boarding, cancellation of flights and delays in flights' (Rev 4, 25 January 2023) https://www.dgca.gov.in/digigov-portal/Upload?flag=iframeAttachView&attachId=we1PSlOuQhYdHcwKKrm7ew%3D%3D accessed 12 August 2026.

10. IndiGo's definition of a force majeure event thus largely reproduces DGCA's definition, save for the addition of "aircraft technical failures" to the list of circumstances beyond control. This is noteworthy because technical failures are generally not seen to be an extra-ordinary circumstance,[4] and prevailing scholarship classifies technical failures as responsibility of the airline.[5]

11. Another key difference lies in who decides whether an event is classified as a Large-scale Disruption. According to the relevant CAR, claims of force majeure can be subject to DGCA's oversight and scrutiny. Under IndiGo's commitment application, there is no such supervisory authority, not even the Commission, and the power to decide lies with the airline itself, making them a judge in their own case. Nothing in the commitment application indicates that such decision can be open to scrutiny by the Commission. Considering that the performance of all the commitments are dependent on the characterization of the large-scale disruption by IndiGo, the proposed commitments stand wholly at risk of undermining the objective of early correction of market distortion.

12. The findings of the four-member committee constituted by the DGCA, which attributed the impugned conduct to operational irregularities,[6] further raises the troublesome question of whether the definition of Large-Scale Disruptions would cover disruptions akin to the impugned conduct. Relevant portion is reproduced for convenience: "*The key findings of the Inquiry Committee were that the primary causes for the disruption were over-optimisation of operations, inadequate regulatory preparedness along with deficiencies in system software support and shortcomings in management structure and operational control on the part of M/s IndiGo. The Committee observed that the airline's management failed to adequately identify planning deficiencies, maintain sufficient operational buffer, and effectively implement the revised Flight Duty Time Limitation (FDTL) provisions. These lapses resulted in widespread flight delays and large-scale cancellations, causing inconvenience to passengers. The Inquiry further noted an overriding focus on maximising utilisation of crew, aircraft, and network resources, which significantly reduced roster buffer margins. Crew rosters were designed to maximise duty periods, with increased reliance on*

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[4] Case C-549/07, *Friederike Wallentin-Hermann v Alitalia – Linee Aeree Italiane SpA* [2008] ECR I-11061.

[5] Emmanuelle Hober Zaffran, 'Air passenger rights: Can a technical failure be considered an extraordinary circumstance exempting the air carrier from its obligation to compensate passengers under Regulation (EC) No 261/2004?' (2024) 1 *International Journal of Tourism, Travel and Hospitality Law* https://files.tourismlaw.pt/IJTTHL-1-2024/188/ accessed 11 August 2026.

[6] Ministry of Civil Aviation, 'IndiGo Flight Disruptions- December 2025: Findings, Enforcement Action and Systemic Reforms' (Press Information Bureau, 17 January 2026) https://www.pib.gov.in/PressReleasePage.aspx?PRID=2215709&reg=3&lang=2 accessed 13 August 2026.

dead-heading, tail swaps, extended duty patterns, and minimal recovery margins. This approach compromised roster integrity and adversely impacted operational resilience."

13. The numerical trigger for a Large-scale Disruption is set at cancellation of more than 30% of total planned capacity on a day of operations. The commitment application does not provide the methodology for arriving at this threshold. It begs the question of why 29.9% cancellation of planned capacity would not warrant equivalent mitigating measures.

14. In December, DGCA cut IndiGo's approved schedule by 5% to bring IndiGo's planned capacity down to a level closer to what it could reliably deliver.[7] It is worth considering that DGCA treated a 5–10% gap between IndiGo's approved and actually-deliverable capacity as recorded in its notice to be serious enough to warrant intervention. IndiGo's proposed 30% trigger is three times higher than the margin DGCA found necessary to act on.

15. Thus, the definition of Large-scale Disruptions, which is the trigger for IndiGo's commitments, is broadly worded, sets an arbitrary threshold, and evades Commission oversight.

III. Whether Proposed Commitments Can Be Implemented Effectively And Are Easy To Monitor

i. Commitment 1

16. IndiGo will institutionalise a structured crisis management group ('CMG') specifically curated and designed for timely identification, assessment, and resolution of situations which may potentially disrupt IndiGo's usual operations.

17. The constitution of a CMG, by itself, does not ensure early correction of market distortion. The impugned market distortion arises from IndiGo's withholding of services, and therefore requires measures that prevent or mitigate such withholding in the first place. The proposed CMG is instead a reactive measure that becomes operational only after a large-scale disruption has occurred, and is therefore only designed to manage the consequences of disruption rather than address its source. This is illustrated by the preventive measures undertaken by other

[7] Prajvi Mathur, "Airline has not demonstrated ability to operate...': DGCA orders 5% cut in IndiGo flights' *Wion News* (09 December 2025) https://www.wionews.com/world/-airline-has-not-demonstrated-ability-to-operate-dgca-orders-5-cut-in-indigo-flights-1765267204683 accessed 10 August 2026.

airlines: Air India has constituted a permanent, standing unit, the 'Integrated Operational Control Centre' which is responsible for tracking aircraft and crew availability in advance.[8]

18. Further, the effective implementation of the commitment is not easily monitored. This is made evident by the absence of an enforceable mandate for speedy resolution. IndiGo will provide the Commission with records of CMG's meetings and decisions, yet it remains unclear against what parameters CCI is expected to scrutinize the effectiveness of such meetings. The escalation matrix and decision-making framework further evade scrutiny, with no implementation timeline for its formulation and commensurate reporting obligation.

ii. Commitment 2:

19. IndiGo will undertake measures for planning and executing network adjustment to ensure regularization of operations post such disruptions. IndiGo shall release the associated domestic landing and departure slots to the relevant airport operators/authority for a limited period.

20. It is unclear from the terms of the commitment how they deviate from existing slot-coordination framework. The Ministry of Civil Aviation's ('MoCA') Guidelines for Slot Allocation[9] provide that where a series of slots becomes available from historic slots for temporary reasons, the coordinator may reallocate those slots to another airline on an ad hoc basis. The Guidelines specifically contemplate on-the-day cancellations, requiring airlines to notify the coordinator so that the slots can be reallocated to other carriers.

21. It is important to note that the actual competitive effectiveness of a slot remedy depends not only on the availability of the slot, but on whether the recipient is capable and incentivised to use that slot. The European Commission's review of Lufthansa's acquisition of joint control over ITA Airways under EU merger control, where a slot remedy was proposed, is instructive.[10] The Commission assessed whether the proposed remedy takers were: (i) independent of Lufthansa, MEF and ITA; (ii) possessed of sufficient financial resources and proven expertise; (iii) had incentives to act as viable and active competitive forces; and (iv)

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[8] Air India, *Operations Manual Part A* (AI-OPS-001, Issue 4, Rev 0, 15 October 2014) sec 1.15.

[9] Ministry of Civil Aviation, Government of India, 'Guidelines for Slot Allocation' (revised May 2013) https://www.civilaviation.gov.in/sites/default/files/migration/moca_003128.pdf accessed 13 August 2026.

[10] European Commission, 'Commission clears proposed acquisition of stake in ITA Airways by Lufthansa, subject to conditions' (Press Release IP/24/3604, 3 July 2024) https://ec.europa.eu/commission/presscorner/api/files/document/print/es/ip_24_3604/IP_24_3604_EN.pdf accessed 13 August 2026.

could implement the remedy without creating delays or additional competition concerns, finding all these factors relevant to viability of competitive forces.

22. Thus, the proposed commitment cannot be read so far as to imply that the released slots can improve market contestability. More often than not, slots though technically available, are commercially unusable to competitors. IndiGo experienced this in January 2026, when after vacating 717 slots, rival airlines reportedly showed limited interest because the proposed availability was for only about one month.[11] Airline operators indicated that such a short period did not justify the aircraft, crew and commercial planning required to operate replacement services. Thus, the formulation of releasing slots only "for a limited period" may further undermine procedural efficiencies.

23. Further, the terms are not readily monitorable. The practical difficulty is demonstrated by the Government's experience at Mumbai Airport.[12] In February 2024, MoCA reported that excessive slot allocation and poor slot adherence were major contributors to congestion, and introduced slot-adherence measures. The same difficulty is recognised internationally. The International Civil Aviation Organization ('ICAO') has noted that while regularity of slot use can be measured objectively, punctuality involves a lack of clear parameters and may require subjective assessment to identify misuse of allocated timings.[13] This illustrates that monitoring compliance of slot remedy is not simply a question of whether an airline "releases relevant slots to the Airport authority". Actual timing and utilisation have to be continuously tracked because even deviations from the allotted time can affect the operations of other airline operators.

iii. Commitment 3:

24. To mitigate passenger inconvenience and mitigate potential consumer harm arising from Large-scale Disruptions, IndiGo proposes to strengthen passenger handling policy and

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[11] Arindam Majumder, 'Rivals see little upside in taking IndiGo's vacated slot' *The Economic Times* (24 January 2026) https://economictimes.indiatimes.com/industry/transportation/airlines-/-aviation/rivals-see-little-upside-in-taking-IndiGos-vacated-slot/articleshow/127320107.cms accessed 10 August 2026.
[12] Press Information Bureau, 'Initiatives by Ministry of Civil Aviation yielding results at Mumbai airport' (Ministry of Civil Aviation, 27 February 2024) https://www.pib.gov.in/PressReleasePage.aspx?PRID=2009621 accessed 11 August 2026.
[13] International Civil Aviation Organization, 'Punctuality as Criteria in Slot Monitoring' (A38-WP/315, EC/34, Information Paper, 13 September 2013) https://www.icao.int/sites/default/files/Meetings/AMC/ArchivedAssembly/en/A38/WP/wp-261-350/wp315_en.pdf accessed 11 August 2026.

onboard additional vendors to ensure adequate provision of meal boxes, water and surface transport for the passengers.

25. The terms of the commitment are entirely qualitative, relying on subjective phrases such as "further strengthen", "additional vendors" and "adequate provision", without prescribing any quantifiable targets or objective criteria against which the effectiveness of and compliance with these measures can be assessed by the Commission. Further, no timelines for the implementation of onboarding additional vendors have been indicated. Similarly, no objective trigger for activation of real-time status updates during disruption is prescribed. The absence of such parameters makes it difficult to determine when IndiGo is required to implement the proposed measures, whether implementation has occurred within a reasonable period, or even whether the measures have produced any measurable improvement in passenger handling. This raises serious concern about the commitment's capacity for effective implementation and monitoring.

iv. Commitment 4:

26. In the event of Large-scale Disruption, IndiGo proposes to offer the following at no additional cost: alternative flights to the extent possible, or automatic refunds and compensation, meals, hotel accommodation, surface transport, priority support for passengers with special needs and price protection.

v. Commitment 5:

27. IndiGo proposes to establish a dedicated passenger grievance redressal cell for complaints relating to Large-scale Disruptions. A dedicated Customer Experience (CX) War Room, manned 24x7 will be activated simultaneously with the CMG. The mechanism shall include time-bound resolution metrics where IndiGo shall endeavour to resolve the complaints within an average time of 48-72 hours.

28. It is pertinent to note that the terms of the commitments substantively overlap with existing statutory obligations under the DGCA CARs, and in some cases, are surprisingly narrower in scope. Airlines must provide alternate flight or compensation in addition to full refund,[14] along with facilities free of charge, such as meals, refreshments, hotel accommodation when

[14] Directorate General of Civil Aviation (n 3) 3.3.2.

29. necessary including transfers, and priority support[15] for persons with reduced mobility[16]. When affected by cancellation, the passenger can complain to the airline[17] and if not satisfied with the resolution, may complain to any statutory body/Court set up under relevant applicable laws.

30. Further, the terms of these passenger-facing commitments, even when not included under DGCA CARs, such as surface transport and price protection, are not as easily monitored owning to absence of specified data granularity: the commitment does not specify whether data would be shared at an aggregate level or a passenger-level. Further, the commitment is silent on what follows if IndiGo fails to meet its own stated obligations. Without a specified penalty, escalation route, or review mechanism, effectiveness of the commitments' implementation remains uncertain.

Conclusion

31. Regulation 7 calls for consideration of the nature, gravity and impact of the alleged contraventions, as well as the effectiveness of the proposed commitments in remedying them. The foregoing comments have sought to identify the principal vulnerabilities in the Commitments Application, including weak and undefined triggers, a predominantly reactive design, substantial overlap with existing statutory obligations, and the absence of precise, measurable and monitorable terms. More fundamentally, the commitments do not appear to address the source of the alleged harm, but principally seek to mitigate its consequences once disruption has occurred. In the absence of clear obligations that are preventive, time-bound, measurable and capable of independent verification, the commitments cannot be said to provide an effective remedy within the meaning of Regulation 7. Read together, these deficiencies render the proposed commitments, in their present form, incapable of effectively protecting the competitive process or addressing the underlying concerns arising from the alleged contraventions.

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[15] Directorate General of Civil Aviation (n 3) 3.8.1
[16] Directorate General of Civil Aviation (n 3) 3.8.2
[17] Directorate General of Civil Aviation, Civil Aviation Requirements: Section 3 - Air Transport, Series 'M' Part I, Issue III (F No 23-05/2010-AED, Rev 08, 2025) https://www.dgca.gov.in/digigov-portal/Upload?flag=iframeAttachView&attachId=MXLCjNkrsXP4ZtGtNaDOAg%3D%3D accessed 12 August, 2026.