



Fair Competition
for Greater Good



5TH CCI - NUJS NATIONAL COMPETITION LAW AND DIGITAL FORENSIC MOOT

14TH - 16TH NOVEMBER 2025



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CLARIFICATIONS

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- [1] What is the complete list of manufacturers and their respective market shares in the relevant market?

The list of manufacturers consists of three (3) manufacturers - SunBright Solar, Radiant Modules, and HelioTech Industries. Their respective market shares are not relevant.

- [2] Kindly clarify whether independent witnesses were present during the DG's search and seizure and specify the items recorded in the Memo of Seizure.

No independent witnesses were present. The items recorded in the Memo of Seizure are mentioned in the Moot Proposition.

- [3] Kindly clarify whether the forensic images captured at the site and those later taken in the laboratory were identical.

No clarification needed.

- [4] Kindly clarify the exact date of filing and the present status of HelioTech's settlement application before the CCI.

The Settlement Application is not part of the current proceedings.

- [5] Kindly clarify whether the manufacturers under the PV Innovation Consortium have applied for any patents or intellectual property rights relating to the technology.

The Manufacturers have joint-IP rights to the technology.

- [6] The DG's inquiry, it is mentions that an instant-message exchange between Mr. Jake Peralta and Ms. Rosa Diaz ("Congratulations! We have successfully recouped 50% of our investments...") was discovered. Could you please clarify how the DG accessed this message?

It was among the documents provided by the Manufacturers to the DG.

- [7] It is noted that the seized devices were imaged four days later at the 99 Precinct Digital Forensics Laboratory in paragraph no. 12. Could you clarify the reason for this four-day delay?

No clarification needed.

- [8] The DG's findings refer to a PV Innovation Consortium in paragraph no. 15, which was formed by the three manufacturers. Could you please clarify whether other manufacturers were part of this consortium? If yes, who all were the members of the consortium?

No other manufacturers were a part of the consortium.

- [9] Kindly clarify whether the 99 Precinct Digital Forensics Laboratory/Institute is an officially approved or notified facility under the IT Act for carrying out forensic imaging and analysis.

Yes, it is.

- [10] In the meeting between Radiant's CEO, SunBright's CTO, and SunTech's CEO in paragraph no. 6, could you clarify the reason for the CTO's inclusion?

Not relevant.

- [11] In paragraph 18, line 6 of the proposition, there is a reference to Annexure G and Annexure H. However, in the proposition, only six annexures (Annexure A to F) appear to be attached. Could you kindly clarify whether Annexures G and H are missing, or if this reference was inadvertent?

Annexures G and H were missing in the initial problem. Please find them attached here.

Annexure G

Monthly Bill Savings per Household after Switching to 44% efficient Modules

Sr. No	Household Size (Persons)	Monthly Savings (INR)
1.	3	328
2.	4	438
3.	5	547
4.	6	656

Annexure H

Monthly Reduction in Rural Load-Shedding

Sr. No	Month	Average Scheduled Blackout Hours (hours per month)
1.	August 2024	6
2.	September 2024	5.75
3.	October 2024	4
4.	November 2024	3.5
5.	December 2024	3.25
6.	January 2025	2

[12] What is the timeline for Annexure E and Annexure F?

Please find the revised timeline for Annexure E and F.

Annexure E

Rising Demand for 44% Efficient PV Modules

Sr. No	Month	New 44% efficient modules ordered (units)	Month-on-month growth (%)
1.	August 2024	20,000	-
2.	September 2024	40,000	100
3.	October 2024	60,000	50
4.	November 2024	80,000	33
5.	December 2024	1,00,000	25
6.	January 2025	1,20,000	20

Annexure F

Monthly Generation Gain & Coal Displacement

Sr. No	Month	New 44% efficient modules ordered (units)	Additional Solar Generation (MWh per month)	Coal Displaced (tonnes per month)
1.	August 2024	20,000	15,000	7500
2.	September 2024	40,000	30,000	15,000
3.	October 2024	60,000	45,000	22,500
4.	November 2024	80,000	60,000	30,000
5.	December 2024	1,00,000	75,000	37,500
6.	January 2025	1,20,000	90,000	45,000

- [13] Para 8, Page 3 of the Moot Prop mentions " SunShare issued formal proposals to all five manufacturers." Is the correct number 5 or 3, if it is the former, who are these manufacturers?

The correct number is 3.

- [14] Kindly clarify whether the parties will have access to the native forensic images for the purpose of independent analysis and cross-examination.

Yes.

- [15] What was the date of the message exchange from Jake Peralta to Rosa Diaz stating, "Congratulations! We have successfully recouped 50% of our investments. The new modules have been selling like hotcakes LOL."? If it was sent before June 2025, what 'new modules' is he referring to? If sent afterwards, how was it discovered in December 2024? Are the new modules same as the ultra-efficient model launched in June 2025? Furthermore, what does the term " recouped 50% of our investments" refer to? (As per para 10)

There was an error in the date of launch of the ultra-efficient modules in Para 18 of the Proposition. The date of launch is August 2024. Additionally, the date of the instant message between Jake Peralta and Rosa Diaz is 24 October 2024. The "new modules" are the same as the ultra-efficient models.

- [16] As per para 6, it is mentioned that 'Jake Peralta and Charles Boyle agreed...'. Was the concerned agreement between Radiant and SunTech or among Radiant, SunTech and Radiant and SunBright?

Radiant and SunTech.

- [17] When did the commission receive the knowledge of such a violation u/s 3(4)? On what evidentiary value did the commission rely to proceed with the inquiry in December 2024? How could the DG find evidence about price-floor arrangements for products that were to be launched on a future date, i.e, June 2025?

The ultra efficient models were launched in August 2024.

- [18] In para 5, it's mentioned that the 'Government forewent certification requirements'. Was there a mandatory need for such a requirement for ensuring the safety of the modules referred in the moot proposition?

No mandatory requirement.

- [19] Whether the minimum price floor of INR 450 per module agreed by the Consortium applied only to the new 44% efficient modules or whether it extended to other existing solar modules as well?

Only the new 44% efficient modules.

- [20] Whether SunTech Certified Installers are exclusive employees of SunTech or whether certification is open to independent electricians upon meeting certain standards?

Open to independent electricians.

- [21] Whether the minutes of the Aura Pradesh Manufacturers' Meeting (Annexure A) were circulated to all member companies formally or whether they represent only the notes of an individual attendee?

The minutes were publicly available.

- [21] In the DG's dawn raid, when the evidence box was opened mid-transport by a junior officer, was the tamper-evident seal broken and resealed, or was the seal intact?

Tamper-evident seal was broken and resealed.

- [22] Is the Finance and Cost-Recovery Committee a part of the consortium, or is it an independent committee?

Part of the Consortium.

- [23] Is the intellectual property (IP) for the "ultra-efficient modules" registered under any Intellectual Property statutes? , Who currently holds the IP rights to the "ultra-efficient modules"?

IP rights are jointly held by the Manufacturers.

- [24] Was Radiant's arrangement with SunTech an exclusive agreement (in the nature of bundling), making SunTech the sole certifier for installations of Radiant's modules?

Yes.

- [25] Were the original failed SHA-256 hash values and partial image files from the initial failed forensic imaging attempts relied upon by the DG?

No, the original failed SHA-256 hash values and partial image files were not preserved.

- [26] In relation to Issue 1, does the specification of SunTech have the effect of making HelioTech a party to the issue?

Yes, HelioTech is a party to the issue.

- [27] The first issue refers to an alleged anti-competitive agreement among all three Manufacturers requiring installation exclusively by SunTech-certified technicians. However, from the annexures and the text, it appears that while SunBright (through SunTech) imposed such a restriction, both HelioTech and Radiant seem to have retained their own certification/accreditation programs rather than adopting SunTech's standards. Could you please confirm whether the reference to all three Manufacturers in Issue 1 is factually accurate, or whether the scope is limited to SunBright and Radiant's arrangement with SunTech?

The reference is to all three Manufacturers in Issue 1.

- [28] Was the arrangement between Radiant and SunTech, whereby Radiant's warranty was valid only if SunTech-certified installers were employed, reduced to a written contract or was it only an informal understanding?

Written contract.

- [29] In view of the chain-of-custody irregularities and failed initial hash verifications, should the evidence annexed to the DG's report be treated as admissible, or can its admissibility be challenged?

Admissibility can be challenged.

- [30] Has HelioTech's Settlement Application been formally admitted by the CCI, and is it part of the present proceedings?

It is not a part of the present proceedings.