

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

 **KING STUBB & KASIVA**
ADVOCATES AND ATTORNEYS

 **SHIVADASS & SHIVADASS[®]**
— LAW CHAMBERS —

btg:advaya

 **KHAITAN
& CO** ADVOCATES
SINCE 1911



CHANDHIOK & MAHAJAN
ADVOCATES AND SOLICITORS

14TH - 16TH NOVEMBER 2025

**MOOT
PROPOSITION**



MOOT PROPOSITION

- [1] The Republic of Indicana, a rapidly developing economy on the sun-drenched continent of Helios, has historically depended on its abundant coal and natural gas reserves to fuel economic growth and electrify its vast geography. However, over the past decade, the country has faced the dual challenges of a changing climate, and an escalating electricity demand. As Indicana's economy industrialised and urbanised at a rapid pace, electricity demand grew exponentially- driven by population growth, expanding commercial activity, and widespread adoption of energy-intensive appliances and services. This demand for electricity was further exacerbated by record-breaking heat waves, which placed unprecedented pressure on the cooling and energy infrastructure.
- [2] By the late 2010s, Indicana started experiencing historical coal shortages due to high demand and depleting natural reserves and by mid-2021, these pressures culminated in a significant coal shortfall. Coal stocks at thermal power plants dropped to multi-year lows, forcing power utilities to reduce generation or procure coal at inflated international prices. Rationing measures and load-shedding schedules were introduced across several provinces. For everyday consumers, households, small enterprises, and rural communities, the effects were acute. Electricity bills soared, with reports of monthly household costs doubling in some regions. In remote districts, scheduled blackouts of up to six hours a day became routine. Small businesses reliant on refrigeration, computing, or continuous lighting were especially hard-hit, with many forced to reduce operations or invest in expensive diesel generators. The coal shortage, though not catastrophic, exposed the vulnerability of Indicana's energy security and disproportionately burdened low-income and middle-income citizens.
- [3] In response, and as part of a longer-term climate and energy resilience strategy, the Government of Indicana promulgated its National Renewable Energy Roadmap 2025–2035, setting forth a bold objective: by 2030, at least fifty percent of domestic electricity must derive from renewable sources. Solar photovoltaic (Solar PV) technology, benefiting from the country's high insolation, was identified as the principal pillar of this transition.

[4] Amid this policy environment, and rising demand for stable and affordable electricity, three principal PV-module manufacturers emerged as national leaders, each headquartered in a different region of India:

a. **SunBright Solar Ltd.** (SunBright) – SunBright, the earliest entrant and current market leader, distinguished itself through vertical integration: in 2020, it founded SunTech Installations Pvt. Ltd. (SunTech), a wholly owned subsidiary entrusted with certifying installers, supervising complex module installations, and administering warranties. Under SunBright’s standard sales contracts, any installation performed by non-SunTech-certified technicians rendered the warranty null and void, effectively precluding alternative installation providers.

b. **Radiant Modules Pvt. Ltd.** (“Radiant”) - Radiant was a medium-sized eastern-province manufacturer that ramped up capacity in 2020–2021.

c. **HelioTech Industries** (“HelioTech”) - HelioTech was a medium-sized western-province player serving both domestic and export markets.

SunBright, Radiant, and HelioTech are collectively referred to as *Manufacturers*.

[5] Radiant’s defining moment came in October 2023, when it secured a 150 MW module-supply contract for a government-sponsored solar park in the province of Andhra Pradesh. The Government insisted on engaging a consortium of small local electricians, none formally certified by Radiant or third-party inspectors, in order to maximize local participation. Radiant provided its standard installation manual (specifying optimal tilt angles, drainage and sealing requirements, wind-load specifications, and recommended installation checks) and offered optional training, but the Government forewent certification requirements. Within months of commissioning, multiple module strings underperformed or failed entirely. An independent technical review found that installers had mounted panels at incorrect tilt angles, causing water pooling and accelerated cell microcracks. Although the modules themselves bore no intrinsic manufacturing defects, Radiant faced pressure to share remediation costs. To preserve its reputation and future tender eligibility, Radiant absorbed substantial warranty-remediation expenses of replacing the affected modules. This episode strained Radiant’s finances and led to a substantial decline in goodwill.

- 
-
- [6] Seeking a lasting solution, Radiant’s CEO, Mr. Jake Peralta, met with SunBright’s CTO, Ms. Amy Santiago, and SunTech’s CEO, Mr. Charles Boyle. Jake Peralta and Charles Boyle agreed that Radiant would henceforth refer all module purchasers to SunTech for installation and servicing, rendering Radiant’s warranty valid only when SunTech-certified technicians were employed.
- [7] In March 2024, the Indicana Photovoltaic Manufacturers’ Association convened its quarterly meeting in Aura Pradesh. Attendees included Mr. Jake Peralta, Ms. Amy Santiago, Mr. Charles Boyle and Ms. Rosa Diaz (CEO of HelioTech), among others. Excerpts from the minutes of the meetings are attached as Annexure A.
- [8] At the same time, a grassroots cooperative known as SunShare formed to expedite rural solar electrification. SunShare proposed a decentralized model, whereby it would procure PV modules directly from manufacturers, oversee installations via its own training program for local electricians, and contract third-party firms for warranty servicing. SunShare maintained that this approach would reduce project overheads, generate village-level employment, and speed deployment without compromising safety or performance. On 1 October 2024, SunShare issued formal proposals to all five manufacturers.
- [9] Each manufacturer turned down the offer. The rejection emails are attached as Annexure B, Annexure C and Annexure D. Convinced that these refusals amounted to an agreement to refuse to deal, in violation of Section 3(4), of the Competition Act of Indicana, SunShare filed an information with the Competition Commission of Indicana (CCI). The CCI found a prima facie violation of Section 3(4) and ordered the Director General (DG) to investigate under Section 26(1).
- [10] During his inquiry, the DG’s team uncovered a notable instant-message exchange: one 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.”.

- [11] Recognizing the potential for deeper collusion, the DG requested for access to all executive devices of the Manufacturers. However, the Manufacturers refused to co-operate. Finally, the DG moved the chief metropolitan magistrate under Section 41(8) seeking to conduct a dawn raid at the offices of the Manufacturers. The DG enlisted three digital-forensics specialists from the '99 Precinct Institute of Forensics'. In the pre-dawn hours of 5 December 2024, simultaneous raids commenced. At SunBright's headquarters, agents arrived at 5:00 AM; by 5:03 AM they had seized two office desktops and Amy Santiago's executive laptop. In East Aura Pradesh, Radiant's plant was secured by 5:28 AM, yielding Jake Peralta's desktop and a manager's laptop; three minutes later, at HelioTech's western office, two employee laptops and an encrypted 1 TB hard drive, tucked inside a locked cabinet, were bagged. Each device was photographed in situ, individually labelled with make, model and serial number, and heat-sealed in tamper-evident bags. By 6:15 AM, the DG, and in-house counsel for all three Manufacturers had signed a consolidated seizure memo. The devices were placed in a DG-issued evidence box and driven by car to the DG's central digital evidence vault in the city of Sauramandala, arriving approximately six hours later. No GPS-tracking or log of interim stops was kept during transport.
- [12] At the vault, the devices were signed into the register by the supervising officer, but a junior officer had opened the evidence box during the journey to verify packing integrity, a fact not mentioned in the chain-of-custody form. The internal storage from seized devices were imaged four days later at the 99 Precinct Digital Forensics Laboratory in Sauramandala.
- [13] The forensic team used FTK Imager v4.3 with Tableau hardware write-blockers for bitstream imaging. A forensic expert generated MD5 and SHA-256 hashes of each device before and after imaging. Forensic imaging was done in batches; each batch included devices from multiple companies. The imaging report notes that two devices, Jake Peralta's desktop and Amy Santiago's laptop, initially failed SHA-256 verification. In both cases, re-imaging was conducted, and "corrected" hash matches were obtained in the second attempt. The original hashes and partial image files from the failed attempts were not preserved in the lab archive.

- [14] Additionally, the DG relied on screenshots taken during FTK’s visualisation of indexed emails to identify communication strings, rather than full email header logs or metadata exports. The screenshots were appended to the DG’s final report as annexures.
- [15] DG’s findings from Jake Peralta’s desktop revealed that the three Manufacturers had formed a PV Innovation Consortium (Consortium) in 2022 to develop next-generation modules surpassing 44% efficiency (meaning that 44% of the sunlight hitting the panel is converted into usable electrical energy), as against the previous 22% efficient solar-PVs. This heightened efficiency would ensure that Indicana’s dependence on coal and natural gas would be almost negligible by 2028. Confronted with the substantial R&D investment required, an estimated INR 1000 crore over 24 months, they agreed in June 2022 to pool resources, share risk, and jointly govern the project.
- [16] Under the arrangement, a Finance and Cost-Recovery Committee was formed which calculated a precisely calibrated price-floor to be in place for a year after the launch of the new “ultra-efficient” modules. After taking into consideration the cost of research and product development, it was decided that for one year from the date of launch, no member could sell the ultra-efficient modules at less than INR 450 per module. This would ensure that the R&D investment by the Manufacturers is recovered, and no manufacturer makes unfair gains from the collective investment. After one year the price-floor would expire, permitting unfettered competition. Any manufacturer was allowed to exit the arrangement but they would forfeit the joint IP-rights, and would not have the right to sell the ultra-efficient modules.
- [17] In his report, the DG concluded that both the coordinated refusals to SunShare and the Consortium’s price-floor arrangements raised serious competition concerns under Sections 3(4), Section 3(3)(a) and 3(3)(b).
- [18] In their submissions, the Manufacturers stated that the creation of the Consortium and launching the ultra-efficient modules in June 2025 doubled monthly solar generation and displaced twice as much coal, which resulted in reduced cost of electricity for consumers, and improved supply of electricity with drastically reduced load-shedding. It also resulted in increased demand for electricity (Annexure E, Annexure F, Annexure G, Annexure H). HelioTech has also submitted a Settlement Application to the CCI.

[19] The unfolding inquiry, testing the limits of permissible collaboration and the evidentiary weight of digital forensics, now presents the CCI with the challenge of balancing innovation, safety, and consumer welfare against the spectre of cartelization.

[20] The issues which emerged were:

a. Whether there existed an anti-competitive agreement between the Manufacturers with respect to the installation of solar PVs only by SunTech-certified installers, leading to a violation of Section 3(4) of the Competition Act?

b. Whether the formation of the Consortium and the price floor resulted in the violation of Section 3(3)(a) and 3(3)(b) of the Act, and caused Appreciable Adverse Effect on Competition, and whether the Manufacturers were liable to be penalised?

c. Whether the evidence retrieved from the seized devices is admissible and proper?

[21] Please note:

a. All laws are *pari materia* to the laws of India.

b. The Informant in the present matter would be Sunshare, and the Opposite parties would be the Manufacturers.

c. The counsels are required to address the issues and arguments specifically mentioned above and are also free to frame sub-issues and make other arguments (other than arguments on the issue of jurisdiction)

ANNEXURE A

Minutes of the Meeting

Members discussed the risks of non-standard channels of installation. There was a general consensus on the need to maintain quality controls through authorised installer networks. No formal vote was recorded.

ANNEXURE B

Email from SunBright Solar Ltd. to SunShare

Dated: 20 October 2024, 6:30 PM

From: commercial.affairs@sunbrightsolar.ind

To: procurement@sunsharecoop.org

Subject: **Response to Request for Direct Procurement of PV Modules**

Dear Mr. Pimento,

Thank you for your letter dated 1 October 2024 regarding SunShare's proposal to procure solar photovoltaic (PV) modules directly from SunBright Solar Ltd.

We deeply appreciate the objectives outlined in your communication and commend SunShare's commitment to expanding solar access in rural communities.

However, after careful internal assessment, we regret to inform you that SunBright will be unable to proceed with the proposed supply arrangement under the terms specified.

As per our longstanding company policy and in accordance with our product engineering standards, all SunBright modules must be installed and serviced exclusively by certified technicians certified through our approved channels. This requirement ensures that modules are deployed with the precision necessary to preserve long-term performance, safety integrity, and warranty eligibility.

Unbundling our modules from the certified installation and after-sales service framework may compromise not only operational safety but also the expected lifespan and output of the product.

We remain open to engaging in future discussions.

We wish SunShare every success in its endeavours.

Warm regards,

Terry Jeffords.

Senior Vice President – Commercial Affairs

SunBright Solar Ltd.

ANNEXURE C

Email from Radiant Modules Pvt. Ltd. to SunShare Cooperative

Dated: 21 October 2024, 10:20 AM

From: sales@radiantmodules.ind

To: procurement@sunsharecoop.org

Subject: **Response to Direct Supply Request**

Dear Mr. Pimento,

We appreciate your correspondence of 1 October 2024 and commend SunShare Cooperative's dedication to broadening solar deployment in underserved areas. Your efforts to foster local energy independence are admirable.

Following an in-depth evaluation, we must respectfully decline the current proposal for direct module supply. Radiant's operational policy mandates that all modules be installed and serviced by technicians certified through our pre-approved network. This requirement is critical to maintaining performance benchmarks, ensuring structural integrity, and safeguarding warranty commitments.

Dispensing with this certification layer could compromise system reliability and reduce the modules' expected service life. Should your project stakeholders choose to engage our accredited installers, we would be pleased to revisit a supply arrangement.

We extend our best wishes for your continued success.

Sincerely,

Gina Linetti

Vice President – Commercial Operations

Radiant Modules Pvt. Ltd.

ANNEXURE D

Email from HelioTech Industries to SunShare Cooperative

Dated: 21 October 2024, 10:30 AM

From: info@heliotech.ind

To: procurement@sunsharecoop.org

Subject: **Direct Procurement Inquiry**

Dear Mr. Pimento,

Thank you for your letter dated 1 October 2024 and for presenting SunShare Cooperative's plan to procure solar PV modules directly. We recognise and support your mission to accelerate rural electrification.

After careful consideration, we regret that we are unable to proceed under the proposed terms. In accordance with HelioTech's quality-control standards, all modules must be installed and maintained by professionals certified through our designated accreditation program. This stipulation is vital to secure optimal performance, uphold safety protocols, and maintain warranty validity.

Bypassing our certified installation pathway could undermine both efficiency and longevity, potentially compromising the end-user experience. We remain available to discuss alternative arrangements should you choose to work with our accredited installer network.

We wish SunShare Cooperative every success in future endeavours.

Kind regards,
Raymond Holt
Head of Commercial Affairs
HelioTech Industries

ANNEXURE E

Rising Demand for 44% Efficient PV Modules

Sr. No	Month	New 44% efficient modules ordered (units)	Month-on-month growth (in %)
1.	June 2025	20,000	-
2.	July 2025	40,000	100
3.	August 2025	60,000	50
4.	September 2025	80,000	33
5.	October 2025	1,00,000	25
6.	November 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.	June 2025	20,000	15,000	7,500
2.	July 2025	40,000	30,000	15,000
3.	August 2025	60,000	45,000	22,500
4.	September 2025	80,000	60,000	30,000
5.	October 2025	1,00,000	75,000	37,500
6.	November 2025	1,20,000	90,000	45,000