



COMPETITION COMMISSION OF INDIA

Case No. 12 of 2025

In re:

Rinima Borah Agarwal

Informant

And

Mrs. India Inc.

Opposite Party

CORAM

Ms. Ravneet Kaur
Chairperson

Mr. Anil Agrawal
Member

Ms. Sweta Kakkad
Member

Mr. Deepak Anurag
Member

ORDER UNDER SECTION 26(1) OF THE COMPETITION ACT, 2002

1. The present Information has been filed by Smt. Rinima Borah Agarwal ('**Informant**') under Section 19(1)(a) of the Competition Act, 2002 (the '**Act**'), against Mrs. India Inc. (the '**OP**'), a sole proprietorship firm run by Smt. Mohini Sharma, alleging contravention of the provisions of Sections 3 and 4 of the Act.
2. The Informant is stated to be an individual; a participant and runner-up of the OP's 'Mrs. India' beauty pageant competition held in 2024.
3. As per the Information, the OP conducts an annual competition called 'Mrs. India Inc.', wherein the winner is crowned 'Mrs. India World' and subsequently qualifies to represent India at the International 'Mrs. World' stage. The runners-up of the said competition also become eligible to participate in other international beauty pageant competitions in the 'Mrs. Category' space, *namely*, Mrs. Galaxy, Mrs. International



Summit, Mrs. Earth and Mrs. Globe, each representing India at their respective international events.

4. It is stated that the beauty pageant industry catering to married women in India constitutes a niche market. In this market, the OP holds a prominent name by virtue of the exclusive licenses it holds of the world's leading and oldest international beauty pageants in 'Mrs. Category' space. It is the biggest player in India which organises beauty pageants for married women. The leading international beauty pageants, of which the OP holds exclusive license, include (i) Mrs. World (established in the year 1984, Mrs. World holds the distinction of being the oldest and the most prestigious international beauty pageant for married women with participants from over 80 countries), (ii) Mrs. Globe (established in 1996, it is open to married women over the age of 25, with participation from over 80 countries), (iii) Mrs. Earth (founded over 10 years ago), (iv) Mrs. Universe (founded in year 2007; the OP holds a non-exclusive license thereof), (v) Mrs. Galaxy (held first in year 2002 and operates under Galaxy International Pageant system, which encompasses various categories including Miss, Mrs. and Miss Teen Galaxy), and (vi) Mrs. International Summit (established in 2021, the pageant operates under the Summit International Pageants organization).
5. The OP claims to entrust itself with the mission of empowering women in the 'Mrs. Category' by providing them a platform to exhibit their beauty and talent. The OP represents itself as a platform to not only groom and train the participants for international competitions in the beauty pageant industry, but also acts as a gateway to prestigious career opportunities including but not limited to becoming an actress in Hindi Cinema. Participants register or enrol with the OP to pursue their aspirations of gaining media exposure, building networks, securing advertisement endorsements and achieving personal and professional growth. This opportunity serves as a stepping stone for future endeavours, including potential entry into entertainment industry. The OP, being the biggest player in the beauty pageant industry for married women, has contributed significantly to the fame and success of many participants, thereby enhancing their visibility and prospects at the international level.
6. It is stated that in 2023, the Informant approached the OP for the beauty pageant competition for married women to be held in the year 2024. Subsequent to her contact



with the OP, the Informant was intimated of the requirement to pay a registration fee of INR 3,000/- to the OP, which was promptly remitted by her. Thereafter, the Informant was provided an e-mail containing login credentials to access the portal run by the OP.

7. Pursuant to payment of the registration fee, the OP instructed the Informant to choose a compulsory package for training and grooming, for the Indian round of 'Mrs. India Inc., Season 5', specifying the price of the packages *via* WhatsApp communication, stating that upon payment of the chosen package, the Informant would be enrolled in the corresponding training and grooming sessions. The available packages included: (a) Basic Package priced at INR 3,25,000/-, and (b) Premium Package priced at INR 6,75,000/-. Information about these packages was neither given to the Informant at the time of registration, nor made available on the website of the OP.
8. It is further stated that the OP persuaded the Informant to choose the Premium Package instead of the Basic Package, asserting that choosing the Premium Package would entitle the Informant to a host of benefits including a guaranteed chance to be amongst the top participants in the competition for entering into international competitions. Hence, lured by the promises of the OP, with the desire to participate in international beauty pageants in the 'Mrs. Category', the Informant chose the Premium Package and accordingly paid for the same.
9. The Informant also received an e-mail dated 31.07.2024 from the e-mail address info@mrsindiainc.org belonging to the OP with the subject 'Season 5 – Mrs. Beyond Giving Task', wherein the OP asked the Informant to remit funds towards a UDAAN Charitable Trust, which is a charitable organisation run by Mrs. Mohini Sharma, the owner of the OP, and it was mentioned that the participants who raise the highest funds for the trust would secure a direct entry into the 'Top 25' candidates of the competition and receive the title of 'Mrs. Beyond Giving', in addition to a special reward from the Celebrity Jury member at the finale.
10. Pursuant to payment of the amount demanded by the OP, the 5th Season of 'Mrs. India Inc. Competition' was conducted from 23.10.2024 to 27.10.2024 at Jaipur. However, on 30.09.2024, the OP sent an e-mail to the Informant asking her to sign two agreements *viz.* (i) Non-Disclosure Agreement ('**NDA**'), and (ii) Participants' Terms and Conditions ('**Participants' T&C**'). Through the said agreements, the OP imposed upon the



Informant several onerous terms and conditions upon the Informant; however, with the date of final event approaching near and the Informant, having already paid an excessively high sum for participation, signed the said two agreements.

11. After the conclusion of the competition on 27.10.2024 and after the Informant was declared 1st runner-up and received the title of 'Mrs. India Galaxy' enabling her to participate in 'International Mrs. Galaxy' beauty pageant competition to represent India, the OP presented the Informant with another take-it-or-leave-it agreement titled 'Winners' Terms and Conditions Agreement' ('**Winners' T&C**') by way of which the OP sought to impose further unfair and discriminatory conditions upon the Informant, *inter alia*, including (a) prohibition on the Informant from participating in any other beauty pageant competition as a participant, consultant, judge, mentor, founder, or co-founder for a period of five years from the wining of beauty pageant for married woman in the year 2024, (b) imposing an arbitrary undisclosed sum in the nature of non-transferable and non-refundable stipulated fees, (c) making the Informant forcibly contribute monies to an organization operated by the owner of the OP.
12. Further, the OP demanded an exorbitant sum going up to INR 25,00,000/- from the Informant to enable her participation in 'Mrs. Galaxy' international beauty pageant, 2025. This placed the Informant in a predicament where she had no viable alternative but to either pay the aforesaid amount demanded by the OP, or to forfeit her hard-earned title along with the substantial financial investment she had already made up until that point.
13. Even pursuant to this, the OP continued to make additional demands of money from the Informant on one pretext or the other, including but not limited to contributions for PR, charity, travel expenses, wardrobe and further participation in international competitions. These demands, coupled with the unfair and arbitrary agreements, which the Informant was coerced into signing, left the Informant with no reasonable alternative but to comply with the superfluous and exclusive terms of the agreements and consequently make the demanded payments.
14. Nonetheless, tired of the continuous demands of the OP, the Informant was constrained to issue a notice of termination to the OP on 31.01.2025, thereby severing her ties with the OP and explicitly requesting that the OP refrains from using her photographs,



videos, *etc.* in any of its market collaterals. However, the OP continued to make unauthorised use of the Informant’s content and collaborations. Even after unequivocal disassociation by the Informant from the OP’s services, the OP did not accept her termination notice citing arbitrary terms of the signed agreements which gave the OP absolute ownership over a participant’s photographs and videos for publicity, marketing, and promotional purposes, even post-termination and without any obligation to compensate the Informant for such use.

15. As per the Informant, the agreements that the OP coerced the Informant to sign *viz.* Participants’ T&C dated 23.10.2024 and Winners’ T&C dated 27.10.2024 (**‘Impugned Agreements’**) contain many arbitrary, unfair, unreasonable and anti-competitive terms and conditions, imposed on the Informant, including the following, which have appreciable adverse effect on competition (**‘AAEC’**) in India:

- i. Clause xxviii, xl and I of Participants’ T&C and corresponding clauses xv, xxvii and xxxvii of the Winners’ T&C impose excessively harsh and onerous terms upon the Informant, prohibiting her from participating or becoming a part of any other pageant either as a mentor, consultant, judge or take designation of any nature not only during the period of association with the OP but also thereafter for a period of five years post the conclusion of the competition. Furthermore, the OP proscribes the Informant from promoting, provide funding or participating *via* any social media platform in any other pageant for a period of five years post termination or thereof.
- ii. Clause xxxiii and xxxv of the Participants’ T&C and corresponding clauses xx and xxii of the Winners’ T&C state that a winner of the National Finale will continue to hold the winning title for a period of one year until the successor is crowned, but the winner will have to adhere to these terms and conditions for a period of five years after the conclusion of the pageant, calling it a “cooling off period”. More so, for a period of one year the winner's professional affairs with respect to appearances, brand endorsements, modelling contracts, acting assignments, social causes and/ or any professional association with any third-party shall be under the sole management of the OP and that the Informant



cannot sign or accept any professional assignment/ contract without the consent of the OP.

- iii. Clause lxiv of the Participants' T&C and corresponding clause lii of the Winners' T&C stipulate that no winner can be a party to any written or oral contract with any person, firm, business, publicist, charity or corporation without the written approval of the OP.
- iv. Clause lxxviii of the Participants' T&C provides for a one-sided, unilateral termination clause whereby only OP has the right to terminate the agreement. The arbitrary termination clause states that after becoming a semi-finalist and paying the fee for the National Finale, the participant does not have the option to terminate the participation. In the event the Informant chooses to terminate the agreement, the OP would have the right to take appropriate action against such an outgoing participant, who would also be liable for the legal consequences arising there from.
- v. Clause xxxvi of the Participants' T&C and corresponding clause xxiii of the Winners' T&C provide that the participants would be liable to pay the entire amount of their earning gained from any third-party collaboration or association to the OP from which they shall be authorized to deduct 15% 'Talent Management Fee' and thereafter remit the remaining balance.
- vi. Clause xli of the Participants' T&C and corresponding clause xxviii of the Winners' T&C provide for an arbitrary term which states that the terms and conditions of the Winners' T&C and the NDA shall survive even after the termination/ expiry of these terms.
- vii. Clause xxxiv of the Participants' T&C and corresponding clause xxi of the Winners' T&C impose arbitrary terms upon the Informant by providing for mandatory contribution to a social cause, details whereof were never given to the Informant and the Informant was further not allowed to take part in any social cause other than the one provided by the OP.
- viii. Clause xxix of the Participants' T&C and corresponding clause xiii of the Winners' T&C stated that a stipulated fee may be charged by the OP on a timely basis failing which the OP has the liberty to replace the winner with the



next eligible participant as an official participant for the respective international pageant.

- ix. Clauses xxxii and xlix of the Participants' T&C and corresponding clauses xviii and xvi of the Winners' T&C provide that in case of any kind of misrepresentation made by the participant in the present or future in relation to any title, the OP would have the power to terminate the contract along with claiming of damages from the participant and disqualification of the participant from the pageant.
 - x. Clause xxxvii of the Participants T&C and corresponding clause xxiv of the Winners' T&C arbitrarily stipulate that upon winning the pageant, all appearances to be made by such winner shall only be done after taking prior approval of the OP.
16. As per the Informant, imposition of such restrictive and exclusive terms in the Impugned Agreements demonstrate a clear intent of the OP to foreclose competition by limiting and controlling the ability of participants to engage with other third-party beauty pageants in the 'Mrs. Category', stifling competition in the market of beauty pageants in 'Mrs. Category' in India, disrupting the competitive structure of the market, hindering fair growth of competition in the market, creating entry barriers for independent organisers, and denying market access to other players and organisers, thereby causing AAEC within India. Thus, such actions of the OP fall within the scope of anti-competitive agreements under Section 3(3)(b) and Section 3(3)(c) read with Section 3(1) of the Act.
17. The Informant has also alleged that the OP abuses its dominant position in the market, through its conduct which is detrimental to the interests of the consumers, including the Informant.
18. The OP operates in a highly specialised and niche segment of beauty pageant industry for married women in India, thereby enabling the participants to participate in the 'Mrs. Category' of international beauty pageant competitions organised across the globe, making such segment a relevant market in itself. The relevant product market in the present case pertains to services offered by beauty pageant organisers for facilitating the entry of married Indian women in international beauty pageant competitions. Thus, the



'services rendered by the OP and other beauty pageant organisers' would constitute the relevant product market, in accordance with the factors stated under Section 19(7) of the Act. Further, the OP, by its own admission made on its website and on various social media platforms, portrays and represents itself as one of the credible, leading and prominent organisations in India dedicated to helping married Indian women hailing from different parts of India to participate in prestigious international beauty pageant competitions. Furthermore, Clause (i) of the Participants' T&C stipulates that participants must either be Indian citizens or have at least one parent of Indian origin or be a non-resident Indian, meaning thereby that the OP invites participants from across the country and operates pan-India. As such, in line with the factors specified in Section 19(6) of the Act specifically 'local specification requirements' which is a key determinant, 'India' ought to be taken as the relevant geographic market for the 'Mrs. Category in Indian Beauty Pageant Industry'. Consequently, the relevant market in this case would be *'services provided by beauty pageants organizers for enabling married Indian women to participate in international beauty pageant competitions meant for married women'*.

19. In this market, the OP is the biggest and largest player and hence, holds a dominant position, as it has the sole and exclusive pan India licenses to prestigious international beauty pageants, including Mrs. World, Mrs. Galaxy, Mrs. Globe, Mrs. International Summit and Mrs. Earth. These international competitions are the top most and biggest competitions in the 'Mrs. Category' beauty pageant industry. Any participant desirous to compete and represent India at the International 'Mrs. World' beauty pageant competition is therefore, required to participate solely through the process/ competition officially conducted and organised by the OP, with no alternative means of entry available. This was admitted by the OP itself in *Suit No. 113381 of 2024* titled *Mrs. Mohini Sharma, Sole Proprietor, Mrs. India Inc. v. Priya Saggi and Others* filed by the OP before the Hon'ble High Court of Bombay. The OP also has a significant presence on social media platforms, much more in comparison to its competitors and also regularly grabs attention from reputable publications such as The Post, The Print and ANI. As such, on the basis of assessment of factors stated under Section 19(4) of the Act, the OP is clearly in a dominant position in the delineated relevant market *i.e.*,



services provided by beauty pageants organizers for enabling married Indian women to participate in International beauty pageant competitions meant for married women.

20. As per the Informant, the OP, being in a dominant position because of the strength it enjoys in the relevant market, operates independently of the competitive forces, and abuses its dominant position, through its conduct which is detrimental to the interests of the Informant. Specifically, the OP has indulged into the following kinds of abuse in contravention of the provisions of Section 4(2)(a), 4(2)(b) and 4(2)(c) of the Act:

(i) coaxed and coerced the Informant in entering into three boilerplate, one-sided and unilateral agreements viz. (i) NDA dated 23.10.2024, (ii) Participants' T&C dated 23.10.2024, and (iii) Winners' T&C dated 27.10.2024, which allows the OP to impose unconscionable, exploitative and discriminatory terms and conditions upon the participants including the Informant in derogation of the stipulations provided for in Explanation (a) to Section 4 of the Act,

(ii) imposed the above mentioned exclusive and arbitrary clauses in the aforesaid three agreements that it executed with the Informant.

(iii) presenting the afore-mentioned agreements only after initial enrolment fee amounting to INR 6,75,000/- (registration + premium package) had already been paid by the Informant,

21. The Informant has submitted that it can be discerned that the OP has adopted a calculated move to get the Impugned Agreements signed by the Informant only after payment of the Premium Package was made by the Informant so that she could not renege from the competition. The OP strategically deprived the Informant of any reasonable opportunity to comprehend, negotiate or seek independent legal counsel regarding the onerous and restrictive clauses embedded within the Impugned Agreements. Pertinently, it was solely on the basis of the exclusive license of 'Mrs. World' international beauty pageant competition held by OP, that the Informant proceeded to enrol in the Premium Package and make the demanded payments. The foregoing clearly and unequivocally demonstrates that the OP is making participants pay huge amounts of money under the garb of holding a Mrs. India competition and even its fund-raising activity is nothing more than another attempt by the OP to make illicit money and unlawful gains through the medium of the said competition.



22. As per the Informant, the winner of the competition is also pre-decided and known many days in advance even before the finale of the competition. It has recently come to the knowledge of the Informant that the OP is indulging in illicit activities and making unlawful gains by seeking a substantial sum of money from the participants to crown and declare them as winner of 'Mrs. Globe' International Competition. Thus, whoever pays the highest money becomes the winner of the competition, each season. It has come to the knowledge of the Informant, through informed sources, that the winner of the upcoming 'Mrs. Globe' International Competition will be a participant named 'Mrs. Anuradha Garg'. All this goes to show that the entire competition is rigged, collusive and an eye-wash. It merits mention in this regard that the Indian organizer of the competition, *i.e.* the OP and the International organizer of the competition, have in fact, formed a 'Cartel' within the meaning of Section 2(c) of the Act and have formed an agreement between themselves to make unjust enrichment.
23. As per the Informant, the lock-in period of five years has inflicted great travesty of justice upon the Informant and has marred the ability of the Informant to earn a decent livelihood and is also in flagrant violation of the fundamental rights granted by our Constitution under Article 19(1)(g) which grants every citizen the right to practice any profession of his/ her own volition.
24. In light of the above, the Informant has alleged that the OP:
- (a) coerces the participants of 'Mrs. India Inc. Competition' to enter into anti-competitive agreements with it;
 - (b) has entered into a cartel arrangement with international organizers where the winners of the beauty pageants are pre-decided on the basis of payments of large sums; and
 - (c) abuses its dominant position in the relevant market of '*services provided by beauty pageant organizers for enabling married Indian women to participate in International beauty pageant competitions meant for married women*', by indulging in fraudulent practices and imposing onerous terms of contract upon participants of 'Mrs. India Inc. Competition'.



Relief Sought:

25. Citing the above facts and making the aforesaid allegations, the Informant has prayed before the Commission to kindly:
- (a) Declare the Impugned Agreements to be bad in law and unenforceable;
 - (b) Direct the OP to cease and desist from indulging in future in the conduct which is found to violate the provisions of the Act;
 - (c) Impose such penalty, as it may deem fit, in terms of Section 27(b) of the Act; and
 - (d) Pass such further orders as the Commission may deem fit and necessary in the facts and circumstances of the case.

Interim Relief:

26. The Informant also filed an interlocutory application ('IA') bearing No. 178A of 2025 seeking an interim stay on the operation and enforcement of the allegedly unfair, restrictive and discriminatory clauses of the Impugned Agreements, and restraining the OP from restricting or dissuading the Informant from joining or participating in other competitions. As per the abovementioned IA, the Informant has and is continuing to suffer irreparable and irreversible losses as the OP is not providing any source of income to the Informant. Moreover, the Impugned Agreements prohibit the Informant from independently earning any income without the consent of the OP for a period of 05 (five) years.
27. The Commission considered the Information in its ordinary meeting held on 30.07.2025, and decided to seek the comments of the OP thereon, as well as seek the following additional information from the OP within a period of 04 (four) weeks from the receipt of the order:
- i. Which are the other major 'Mrs.' beauty pageants in India?
 - ii. Which are the major international 'Mrs.' beauty pageants?
 - iii. With which international Mrs. beauty pageants does the OP have exclusive tie-ups?
 - iv. With which international Mrs. beauty pageants does the OP have non-exclusive tie-ups?



- v. With which of the other international Mrs. beauty pageants do the other Indian Mrs. beauty pageants have tie-ups?
28. Despite being granted numerous opportunities, the OP neither furnished comments on the Information nor provided additional information sought by the Commission *vide* order dated 30.07.2025.
29. In its ordinary meeting held on 18.02.2026, the Commission considered the matter and decided to pass an appropriate order in due course.

Analysis

30. From the facts and allegations stated in the Information, it is noted that the Informant, an individual, a participant and runner-up of the OP's 'Mrs. India' beauty pageant, is aggrieved from the conduct of the OP in:
- a) making her pay certain monetary amounts without prior intimation in this regard;
 - b) making her sign Impugned Agreements which allegedly contain unconscionable terms; and
 - c) restricting her further career progression under the garb of the terms and conditions contained in such agreements.
31. The Informant has alleged that the aforesaid conduct of the OP amounts to the OP entering into anti-competitive agreements with the Informant in contravention of the provisions of Section 3 of the Act, and indulging in abuse of its dominant position in contravention of the provisions of Section 4 of the Act.
32. With regard to the allegations of contravention of Section 3 of the Act, two types of allegations have been made by the Informant:
- (a) The OP and international organizers of 'Mrs. Globe' competition have formed a 'Cartel' within the meaning of Section 2(c) of the Act by pre-deciding the winner of the competition; and
 - (b) The OP has made the Informant sign certain agreements containing allegedly unfair and unconscionable terms which are anti-competitive within the meaning of Section 3(3) of the Act.



33. With respect to the allegation at point (a) above, the Commission notes that the Informant has placed no evidence on record of there being any kind of agreement between the OP and Mrs. Globe organisers wherefrom it can be discerned that the winner of the competition was pre-decided. As such, on the mere statement of the Informant, cognizance of allegation of cartelisation between the OP and an international organiser cannot be made.
34. In view of the above, no case of contravention of the provisions of Section 3(3) of the Act is made out in the present matter.
35. In respect of the second allegation at point (b) above, the Commission observes that the alleged agreements cannot be examined under Section 3(3) of the Act as submitted by the Informant, since these agreements between the Informant and OP are in the nature of a vertical relationship as the OP and Informant are present at different levels of production chain rather than at horizontal level. The clauses, *inter alia*, mentioned in above para 15(i), 15(ii) and 15(iii) of alleged agreements appear to be in the nature of tie-in and exclusive dealing arrangements that are in contravention of Section 3(4)(a) and 3(4)(b) of the Act. As per the above clauses, preventing the Informant to be a part of or promoting any other pageant comes under exclusive dealing agreement. Further, the OP imposed the condition on the Informant to join hands with a social cause recognised by the OP only comes under tie-in arrangement.
36. Coming to the allegations of abuse of dominance by the OP, the Informant has averred the relevant market to be the market for '*services provided by beauty pageants organizers for enabling married Indian women to participate in international beauty pageant competitions meant for married women*' and in such market, the Informant has averred the OP to hold a dominant position.
37. The Commission is of view that, beauty pageants, by themselves, cannot be substituted with any other form of competitions. Further, men and women cannot compete in the same pageant and as such, beauty pageants for women would be a separate market from beauty pageants for men. Moreover, the 'Big Four' beauty pageants in India *viz.* Miss World, Miss Universe, Miss Earth, and Miss International, as their names suggest, do not allow entry of married women as participants. As such, '*beauty pageants for married women in India*' would constitute a separate market in itself.



38. As per the information available in the public domain, major international ‘Mrs.’ beauty pageants are Mrs. World, Mrs. Globe, Mrs. Galaxy, Mrs. Universe, Mrs. Earth *etc.* Organizers of such pageants generally accept one official delegate per nation. So, to participate in an international ‘Mrs.’ beauty pageant, one must typically win corresponding national level title.
39. However, it is not clear, which Indian pageants are authorised or have a license to send India’s representative at the international beauty pageant. Marvelous Mrs. India and Elevitta Mrs. India World both claim that they send its winner to represent the country at the esteemed Mrs. World pageant. Similarly, Mrs. India (Official) and Mrs. India Queen of Substance claim that they send their winner to Mrs. Earth International Beauty Pageant.
40. Information gathered from public domain indicates that the OP previously held the Mrs. World license for several years and produced notable winners such as Sargam Koushal (Mrs. World 2022). Now, Marvelous Mrs. India has officially been awarded the ‘Mrs. India World’ license, granting its winner the honour of representing India at the globally celebrated Mrs. World pageant.
41. Thus, the relevant market may be defined as *‘Market for services of beauty pageants for married women in India for sending its winners to major international beauty pageants’*.
42. In such market, from the information available in the public domain as well as on the basis of the averments made by the Informant, it seems that the OP is a prominent player by virtue of the exclusive license it holds of the world’s leading and oldest international beauty pageants including (i) Mrs. World (ii) Mrs. Globe (iii) Mrs. Earth (iv) Mrs. Galaxy and (v) Mrs. International Summit. For instance, the Informant was declared 1st runner-up in ‘Mrs, India Inc’ beauty pageant held in 2024 and awarded the title of ‘Mrs. India Galaxy’ enabling her to participate in ‘International Mrs. Galaxy’ beauty pageant competition to represent India in 2025.
43. The OP’s website is the first link to appear on Google search engine results page when one searches for a Mrs. beauty pageant in India.
44. Even from the website of the OP, it is noted that *Mrs. India Inc is the most credible beauty pageant for married women in India. We are associated with most prestigious*



international beauty pageants for married woman like, Mrs. Globe, Ms. Galaxy, Mrs. International Summit and Mrs. International World.

45. It is also noted that the OP has admitted before the Hon'ble High Court Bombay in Suit No. 11338/2024 titled *Mrs. Mohini Sharma, Sole Proprietor, Mrs. India Inc. vs. Priya Saggi and Ors.* that it has obtained sole Franchise License and Authorizations from i). *Mrs. World Inc.*, ii) *Mrs. Globe*, iii) *Mrs. Earth*, iv) *Mrs. Galaxy* and v) *International Summit for the territory of India*, to conduct "Mrs. India Inc.", which then send its winning participants to the international arena for participating in i) *Mrs. World Inc.*, ii) *Mrs. Globe*, iii) *Mrs. Earth*, iv) *Mrs. Galaxy*, and v) *Mrs. International Summit*...
46. Further, there is no published market-share data available in the public domain that allow quantitative comparisons in this regard. Nonetheless, based on international franchise holdings, national reach, media and public visibility, longevity and frequency of editions *etc.*, the OP appears to be a dominant player in the delineated relevant market as it holds exclusive license to send its winners to participate as India's representative at *Mrs. Globe*, *Ms. Galaxy*, *Mrs. International Summit* and *Mrs. International World*.
47. Coming to the allegations of abuse, it is evident from a bare reading of the Impugned Agreements, which the OP made its participants and winners sign, that the same contain certain onerous terms, including, but not limited to, the following:
- i. That the winners and runners-up upto 25th position shall be bound by the Terms and Conditions of the Impugned Agreements for a period of five (05) years which shall be considered as 'cooling off period'. The OP prohibits the participants and the winners from participating in any other beauty pageant as a participant/ consultant/ judge/ mentor/ founder/ co-founder for the said period of five (05) years.
 - ii. That participants and winners shall mandatorily join hands with a social cause recognized and promoted by the OP and they shall contribute as well as raise funds solely to support such social cause as may be assigned by the OP and not any other.
 - iii. That professional affairs with respect to appearances, brand endorsements, modelling contracts, acting assignments, and even social causes and association



with any third-party of participants selected as winners shall be under the sole management of the OP. Participants are also prohibited from signing or accepting any professional assignments or contracts without express written permission of the OP.

- iv. That the participants and winners shall not promote, fund or participate *via* media platform/ social media platform or any other platform in any other pageant for a period of five (05) years, not only during the subsistence of the agreement but also for a period of five (05) years after its termination. This clause does not provide for any exception including termination on medical or other reasonable grounds, which means that even the participants who terminate the Impugned Agreements with the OP at any stage due to any reason are prohibited from being a part of any other pageant for the said period of five (05) years.
 - v. That the OP shall have the sole right, title and interest to use the photographs and videos of the participants for the purpose of publicity, marketing and promotion, free of cost. This clause even authorizes the OP to use such photos and videos of the participants after termination of the Impugned Agreements.
48. The OP disclosed the requirement of signing of Participants' T&C some days before the finale while the requirement of signing of Winners' T&C was disclosed just after the finale. Such information should have been disclosed to the Informant prior to registration or payment of compulsory package for training and grooming so that she could have taken an informed decision. *Prima facie* the following terms and conditions in the impugned agreements, *inter alia*, appear exploitative in nature and may amount to abuse of dominance by the OP:
- (i) Clause lxiv of the Participants' T&C and corresponding clause lii of the Winners' T&C prohibit the winner to be a party to any written or oral contract with any person, firm, business, publicist, charity or corporation without the written approval of the OP, which appears to be one-sided and unfair in nature and therefore in contravention of Section 4(2)(a)(i) of the Act.
 - (ii) Clause xxviii, xl and I of Participants' T&C and corresponding clauses xv, xxvii and xxxvii of the Winners' T&C restrict the Informant from participating or becoming a part of any other pageant either as a mentor, consultant, judge or take



designation of any nature not only during the period of association with the OP but also thereafter for a period of five years post the conclusion of the competition, which amounts to contravention of Section 4(2)(b)(i) of the Act, as these clauses appear to limit and restrict the provision of services of the Informant .

(iii) Clause xxxiv of the Participants' T&C and corresponding clause xxi of the Winners' T&C impose arbitrary terms upon the Informant by providing for mandatory contribution to a social cause, details whereof were never given to the Informant, and the Informant was further not allowed to take part in any social cause other than the one provided by the OP. Further, Clause xxxvii of the Participants' T&C and corresponding clause xxiv of the Winners' T&C arbitrarily stipulate that upon winning the pageant, all appearances to be made by such winner shall only be done after taking prior approval of the OP, which amounts to contravention of Section 4(2)(d) of the Act, as these clauses appear to make conclusion of contracts subject to acceptance of supplementary obligations such as contribution to and involvement in specific social cause that have no connection with the subject of the contract.

49. In light of the above analysis, the Commission is of the opinion that a *prima facie* case of contravention of the provisions of Sections 3(4)(a), 3(4)(b), 4(2)(a)(i), 4(2)(b)(i) and 4(2)(d) of the Act by the OP is made out in the present matter.
50. Accordingly, the Commission, in terms of the provisions contained in Section 26(1) of the Act, directs the Director General ('DG') to cause an investigation into the matter and submit the investigation report within a period of 90 days from the receipt of this order.
51. It is made clear that, if during the course of the investigation, the DG comes across anti-competitive conduct of any other entity in addition to those mentioned in the Information, the DG shall be at liberty to investigate the same.
52. Nothing stated in this order shall tantamount to a final expression of opinion on the merits of the case and the DG shall conduct the investigation without being swayed in any manner whatsoever by the observations made herein.
53. With regard to the Interim Relief application (IA No. 178A of 2025), it will be considered separately.



54. The Secretary is directed to send a copy of this order, along with the material available on record to the DG forthwith. The Secretary is also directed to send a copy of this order to the Informant and the OP.

Sd/-
(Ravneet Kaur)
Chairperson

Sd/
(Anil Agrawal)
Member

Sd/
(Sweta Kakkad)
Member

New Delhi
Date: 02.06.2026

Sd/
(Deepak Anurag)
Member