



**International Competition Network  
Unilateral Conduct Working Group  
Questionnaire**

**Agency Name:** Commission for Protection of Competition, Serbia Republic

**Date:** 4<sup>th</sup> November, 2009

**REFUSAL TO DEAL**

***General Legal Framework***

1. Law on Protection of Competition defines refusal to deal as possible conduct violating provisions of the Law, but the Law itself does not specifically/explicitly states as abusive conduct, the conduct which is defined for the purpose of Questionnaire as a refusal to deal.
2. Ground for initiation of procedure for establishing refusal to deal is contained in the general prohibition of abuse of dominant position referred to in Article 18 of the Law on Protection of Competition.

Prohibition of Abuse of Dominant Position

Article 18

The abuse of dominant position on relevant market is prohibited.

The abuse of dominant position on relevant market of goods and/or services are considered to be such practices which restrict, distort or prevent competition, particularly such which:

- 1) directly or indirectly impose unreasonable purchase or selling price or other unreasonable conditions;
- 2) limit production, markets or technical development thus causing harm to consumers;
- 3) apply dissimilar conditions to identical transactions with other trading parties, thereby placing them at a competitive disadvantage on market;
- 4) make the conclusions of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial customs, have no connection with the subject of such contracts.

3. Prohibition referred to in Article 18 applies only to market participants holding a dominant position.

4. Abuse of dominant position/Refusal to deal is a civil violation of Law on Protection of Competition.

Pursuant to Article 232 of the Criminal Law, responsible person in the company abusing dominant position, shall be charged with imprisonment of up to three years.

***Experience***

So far in its practice, Commission did not conduct procedures relating to refusal to deal, nor is there a detailed criteria regarding this kind of violation of Law, thus the answers to the questions below can only be given on the bases of presumptions, which, we suppose is not the purpose of this Questionnaire.