International Competition Network
Unilateral Conduct Working Group
Questionnaire

Agency Name: Romanian Competition Council
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Refusal to Deal

This questionnaire seeks information on ICN members' analysis and treatment under their antitrust laws of a firm's refusal to deal with a rival. The information provided will serve as the basis for a report that is intended to give an overview of law and practice in the responding jurisdictions regarding refusals to deal and the circumstances in which they may be considered anticompetitive.

For the purposes of this questionnaire, a "refusal to deal" is defined as the unconditional refusal by a dominant firm (or a firm with substantial market power) to deal with a rival. This typically occurs when a firm refuses to sell an input to a company with which it competes (or potentially competes) in a downstream market. For the purposes of this questionnaire, a refusal to deal also covers actual and outright refusal on the part of the dominant firm to license intellectual property (IP) rights, or to grant access to an essential facility.

The questionnaire also covers a "constructive" refusal to deal, which is characterized, for the purposes of this questionnaire by the dominant firm's offering to supply its rival on unreasonable terms (e.g., extremely high prices, degraded service, or reduced technical interoperability). Another method of constructive refusal to deal may be accomplished through a so-called "margin-squeeze," which occurs when a dominant firm charges a price for an input in an upstream market, which, compared to the price it charges for the final good using the input in the downstream market, does not allow a rival on the downstream market to compete.

This questionnaire, as well as the planned report, does not encompass conditional refusals to deal with rivals. In the case of a conditional refusal, the supply of the relevant product is conditioned on the rival's accepting limitations on its conduct, such as certain tying, bundling, or exclusivity arrangements (see the recent reports of this Working Group, in particular the *Report on Tying and Bundled Discounting* (June 2009) and the *Report on Exclusive Dealing* (April 2008)).

You should feel free not to answer questions concerning aspects of your law or policy that are not well developed. Answers should be based on agency practice, legal guidelines, relevant case law, etc. Responses will be posted on the ICN website.

General Legal Framework

1. **Does your jurisdiction recognize a refusal to deal as a possible violation of your antitrust law? If so, is the term refusal to deal used in a manner different from the definition in the introductory paragraphs above? Please explain.**

This deed may be considered an illegal conduct according to art. 6 of the Romanian Competition Law which prohibits any abuse by one or more undertakings of a dominant position on the Romanian market or on a substantial part of it by which have as object or may

have as effect the distortion of the economic activity or the prejudice of consumers. The term of refusal to deal is defined as the refusal by a dominant firm (or a firm with substantial market power) to deal with its suppliers or beneficiaries.

2. Please state the statutory provisions or legal basis (including any relevant guidelines or formal guidance) for your agency to address a refusal to deal. Are there separate provisions for specific forms of refusal (e.g., IP licensing, essential facilities, margin squeeze)?

The statutory provisions dealing with refusal to deal can be found at let. a) of Article 6 of the Romanian competition law. As concerns the secondary legislation, special provisions for the analysis of specific forms of refusal such as essential facilities and margin squeeze can be found in the *Romanian Guidelines on the application of the competition rules to access agreements in the telecommunications sector*.

3. Do the relevant provisions apply only to dominant firms or also to other firms?

These provisions apply only to dominant firms.

4. Is a refusal to deal a civil/administrative and/or a criminal violation? If it is a criminal violation, does this apply to all forms of refusal to deal?

Abusing practices are administrative in nature and fall within the scope of civil violations according to the Romanian Competition law. Sanctions amounting up to 10% of the total turnover achieved by the perpetrator in the financial year proceeding sanctioning are provided for these offences by Article 51(1a) of the Romanian Competition law.

According to Article 60 of the Romanian Competition Law, the abuse of dominance may amount to criminal offence and might trigger the imprisonment of the persons involved in the abusive behaviour for a period between 6 months and 4 years or a fine.

Experience

5. How many in-depth investigations (i.e., beyond a preliminary review) of a refusal to deal has your agency conducted during the past ten years (or use a different time frame if your records do not go back ten years)?

During the last ten years, the Romanian Competition Council has had around 4 in-depth investigations of a refusal to deal, out of which only 2 of them have been finalized through a decision retaining and sanctioning an abuse infringement.

6. In how many refusal to deal cases did your agency find unlawful conduct during the past ten years? Please provide the number of cases concerning IP-licensing, essential facilities, margin squeeze, and all other types separately. For any case, in which your agency found unlawful behavior, please describe the anticompetitive effect and the circumstances that led to the finding.

Within the last ten years, the Romanian Competition Council found unlawful conduct in 2 refusal to deal cases that led to a decision finding an infringement and imposing the appropriate sanctions (decisions dated 1999 and 2006).

For administrative systems -- i.e., the agency issues its own decision (subject to judicial review) on the legality of the conduct -- please state the number of agency decisions finding a violation, or settlements that were challenged in court and, of those, the number upheld and overturned. For judicial systems -- i.e., the agency challenges the conduct in court -- state the number of cases your agency has brought that resulted in a final court decision that the conduct violates the competition law or a settlement that includes relief.

Please state whether any of these cases were brought using criminal antitrust authority.

No.

Please provide a short English summary of the leading refusal to deal cases (including IP licensing, essential facility, and margin squeeze) in your jurisdiction, and, if available, a link to the English translation, an executive summary, or press release.

***Romanian Shareholders Registry (RSR)**, Decision no. 247 [1999]*

The case came into the competition authority's scrutiny, as a result of the complaint filed by seven independent stock registers against RSR. The complaint related to RSR's refusal to transfer the registers of shareholders from the client companies.

In this case, the competition authority defined the relevant market as the market of registering services on RASDAQ[1], service which did not have substitutes at that time. Beneficiaries of this service were companies listed on RASDAQ which had the legal obligation to keep a shareholders' register, as well as the evidence of shares issued and traded on this market. From the analysis carried out on this market, the Council found that in 1997, RSR held a dominant position, determined by its market share, respectively 100%, and in the following year, RSR held a market share of 96,4%. RSR owed its high market share to the circumstances of its establishment. Thus, RSR was set up in 1996 as a stock company, with the financial and logistical support of USAID, and took over, unconditionally and without charge, shareholders lists held by the National Agency for Privatization in a computerized register. This register included about 5700 companies. During 1997-1998, the Romanian National Securities Commission authorized another ten private independent register companies to operate on this market.

The investigation established that, once the other private independent register companies entered the market, client companies had the possibility either to continue to use the services provided by RSR, or to transfer their shareholders list to another private Register Company. However, only 236 out of 585 companies that had requested the transfer effectively accomplished the transfer. The explanation of this phenomenon consists in RSR's discriminatory behaviour. Thus, while for several companies that had not concluded a contract with RSR, the transfer was executed unconditionally, in other cases client companies were compelled to conclude a contract in order to have their shareholder lists transferred. Besides, RSR gave up charging the services performed to the companies that consented to enter into a contract. If client companies did not follow through with their intention to transfer, RSR wrote off their debts.

At that time, according to the specific legal framework[2], RSR was bound to transfer to other independent private register companies the shareholders lists, within a five day period from the day of registering the company's request. The transfer should have been executed unconditionally, except in case when the issuer company is bound to pay to the register company the charge for the services

[1] RASDAQ (National Securities Market was officially launched in October 1996, in order to address the need for a transparent, institutional and technical trading environment dedicated to companies that had become public following the Mass Privatization Program.

[2] The regulation of this market is accomplished by the Romanian National Securities Commission (RNSC).

provided by it. If contractual relations were binding the issuer company and the register company, the transfer had to be executed unconditionally and without the imposition of a charge for that service.

Following the investigation, the Competition Council found that RSR abused its dominant position by imposing unfair contractual terms in the contracts concluded with beneficiaries. The abuse consisted also in the refusal to deal, namely by refusing to transfer shareholders lists to the independent private register. RSR's manoeuvres of conditioning the transfer's execution with the payment of services allegedly performed prior to the conclusion of the contract induced either the forgoing of the transfer and entering into an agreement with RSR, or the transfer's execution, but at higher cost and in a longer period of time.

The Competition Council also found that RSR applied to the issuer companies a discriminatory treatment. In that sense, the following anticompetitive practices were identified: charging differentiated tariffs for equivalent services; the issuer companies' coercion to conclude a contract, while other companies, under the same circumstances, had their transfer unconditionally executed; requiring for the payments of services performed outside any contractual relations. In its decision, the Competition Council's Plenum sanctioned RSR for the infringement of art. 6 lit. a) and c) of the Competition Law.

In order to re-establish a normal situation on the affected market, the Competition Council's Plenum imposed on RSR to allow transfers in strict observance with RNSC regulations, without imposing additional conditions. The Competition Council also forbade RSR to grant additional facilities, other than those laid down in the contract, when the issuer companies manifested the intention to transfer their lists to another register company, so as to prevent or to limit the clients' transfer to other register companies.

National Company for Freight Railway Transport "CFR Marfa" *Decision no. 119 [2006]*

In a 2006 decision of the authority, the national railway freight carrier was sanctioned for refusing to grant access to the round houses in its property to other private carriers. In this case, the analyzed market included services of exploitation, maintenance, and repairs of locomotives, specific services for locomotives personnel (access of locomotives personnel to sleeping rooms in the locomotives depots), and all the other activities required for the proper functioning of railway freight transportation. The geographical product market was defined as regional, given by the location of regional units owned by CFR Marfa where it performs these services. As far as the entry barriers were concerned, the access on the relevant market is regulated, in the sense that it requires getting a license from Romanian Railway Authority. In addition, the locomotive shedding requires a depot; the same requirement was applied for the provision of locomotive staff access to sleeping rooms, as staff accommodation in other types of spaces would have contravened the specific legal framework.

RCC's investigation showed that, initially, the current depots were under the possession of the two State-owned railway operators, namely CFR Marfa and CFR Calatori (passengers transport). For that reason, the market had the structure of a duopoly and the clients had the possibility to opt for the services provided by one of two operators, with mention being made that CFR Calatori was charging tariffs much lower than CFR Marfa. Subsequently, the Ministry of Transports issued an order whereby the depots was passed either under CFR Marfa's patrimony, or under CFR Calatori possession; as a result of that decision, the market was very much shaped as a monopoly, since there was only one depot in the end-of-line stations, except for Bucharest and Ploiesti, where each of two companies held a depot.

Examining the behaviour of the two undertakings acting on the same product market – CFR Marfa and CFR Calatori, RCC found that the tariffs charged by CFR Calatori were the same for all its beneficiaries, while CFR Marfa was charging differentiated tariffs laid down in an internal order, based on the beneficiary 's ownership (State-owned or private railway operators). The non-discriminatory tariffs charged by CFR Calatori were considered by RCC as a benchmark on the relevant market. In comparison with this benchmark, the tariffs charged by CFR Marfa for private

operators were, until contracts expired, from 5 up to 20 times higher. By incurring differentiated charges, much higher than those applied to spin-offs from the former SNCFR[3], the private operators, as competitors of CFR Marfa, were disadvantaged on the market and determined to compete less aggressively.

Based on all the evidence, RCC's Plenum decided that CFR Marfa infringed the provisions of art. 6 lit. a) and c) of the Competition Law, abusing of its dominant position on the relevant market and resorting to anticompetitive deeds consisting in:

- *application, towards private operators, of unequal conditions on similar services, namely the application of distinctive charges as compared to the same services provided to companies split from the former SNCFR;*

- *refusal to deal with certain business partners, namely privately-owned railway freight operators.*

In order to ensure a normal competition environment for freight railway transport, RCC decided to recommend to the Ministry of Transportation to guarantee equal conditions for all undertakings, irrespective of their nature.

7. Does your jurisdiction allow private parties to challenge a refusal to deal in court? If yes, please provide a short description of representative examples of these cases. If known, indicate the number (or an estimate) of private cases.

The competition authority protects a public interest - ensuring a normal competitive environment that allows the consumers to access the best quality at the best price possible. The private actions aim at protecting a private interest – the recovery of damages bore by a natural or legal person as result of an abusive behaviour.

Article 61 of the Romanian Competition Law provides for the right of third parties to seek damages in court that would recover the loss incurred as a result of the abusive conduct. Moreover, the decision issued by the Romanian Competition Council can be used in front of a civil court as a legal base in a damages action.

Yet, the jurisprudence of the Romanian courts in connection with private actions is rather scarce and non-conclusive given the difficulty in determining and proving the actual loss and the time and costs required by a trial.

Evaluation of an actual refusal to deal

8. What are your jurisdiction's criteria for evaluating the legality of refusals to deal? You may wish to address the following points in your response.

a. What are the competitive concerns regarding a refusal to deal? Must the practice exclude or threaten to exclude a rival (or rivals) from the market, or all rivals? If only threatened exclusion is required, how is it determined? If neither actual nor threatened exclusion is required, what other harms are considered?

Typically, competition problems arise when the dominant undertaking competes on the "downstream" market with the buyer whom it refuses to supply and will usually be addressed by showing the effect of alleged behaviour on the effective competition over a foreseeable time period. It is not necessary that there is an actual refusal on the part of a dominant

[3] The state-owned national railway carrier, until 1990.

undertaking, "constructive refusal" is sufficient. Constructive refusal could, for example, take the form of unduly delaying or otherwise degrading the supply of the product or involve the imposition of unreasonable conditions in return for the supply

According to the Romanian *Guidelines on the application of the competition rules to access agreements in the telecommunications sector, "A refusal may have the effect of hindering the maintenance of a certain degree of competition still existing in the market or the growth of that competition"*. In this case, the foreclosure's likelihood will be assessed based on the case's circumstances and on the nature of the input refused.

b. Must consumer harm be demonstrated? Must the harm be actual or may it be just likely, potential, or some other degree of proof?

Not any refusal to deal performed by a dominant company would involve an infringement, but only those behaviours which entail the consumer harm. It is not necessary that there is actual consumer harm. Therefore, it is sufficient to prove that the likely negative consequences of the refusal for consumers would outweigh over time the negative consequences of imposing an obligation to supply in the relevant market.

c. Does intent play a role, and if so what role and how is it demonstrated?

Under Romanian jurisdiction, the anticompetitive intent is not mandatory for finding the violation of law. Nevertheless, evidence on the anticompetitive intent may serve as a consolidating factor for the robustness of the file. In addition, the anticompetitive intent is a constitutive element of the criminal offence provided for by the Romanian antitrust legislation.

d. Are refusals to deal evaluated differently if there is a history of dealing between the parties? Is a prior course of dealing between the parties a requirement for finding liability?

When handling withdrawal of supply (unilateral termination cases) cases, as opposed to *de novo* refusal to supply, certain presumptions could be drawn by the Romanian Competition Council from the history of dealing between parties and do represent a requirement for finding liability. For instance, if the dominant undertaking had previously been supplying the requesting undertaking and the latter incurred certain tailored made investments, it is therefore more likely that the dominant company was not led by the capacity constraints to terminate the contract and that the input in question would be regarded as indispensable. Another specific factor which is to be cautiously considered in these cases is whether there are any objective justifications for the changes in the supply relationship that intervened meanwhile. It would therefore be up to the dominant company to demonstrate why circumstances have actually changed in such a way that the continuation of its existing supply relationship would put in danger its adequate compensation.

Therefore, it is more likely that the termination of an existing supply arrangement would be found abusive than a *de novo* refusal to supply.

e. Are refusals to deal evaluated differently if the dominant firm has had a course of dealing with firms that are not rivals or potential rivals? Thus, if a firm sells its product to everyone except its main rival, is that relevant to whether the refusal is unlawful?

A refusal to deal case is not evaluated differently if the dominant firm has had a course of dealing with firms that are not rivals or potential rivals. Actually, the entire history of dealing is relevant for finding liability. Moreover, the burden of proof is on the incumbent to show the economic justifications behind its discriminatory behaviour.

9. Does your jurisdiction recognize a distinct offense of refusing to provide access to "essential facilities"? Your response need not include any offenses that arise from sector-specific regulatory provisions rather than the competition laws.

If so, how does your jurisdiction define "essential facilities"? Under what conditions has a refusal to deal involving an "essential facility" been found unlawful? Please provide examples and the factors that led to the finding.

The concept of essential facilities is defined under Romanian competition secondary legislation as follows: "*the essential facility is used to describe a facility or infrastructure which is essential for reaching customers and/or enabling competitors to carry on their business, and which cannot be replicated by any reasonable means"*.

In the case of the Romanian Shareholders Registry, the Romanian Competition Council established that the unjustified refusal to supply, to buy, to grant certain licences or to guarantee the access to certain essential facilities amounts to an abuse of dominance. In this case, the Romanian Shareholders Registry (RSR) had been for a long period of time the only provider of services related to shareholders' registries for companies that were under the legal obligation to keep such updated internal documents. After the National Securities

Commission (NSC) authorised another 10 private companies to provide the same services, RSR attempted to hinder the transfer and infringed Article 6 by (i) imposing more conditions than required by the law for such transfer to operate, (ii) requiring the beneficiaries that opted for the transfer to pay for services allegedly provided before the signing of the agreement, (iii) withdrawing all the facilities granted under the agreement and asking for immediate payment thereof, etc. In the absence of any of the foregoing, RSR would refuse to hand over the shareholders registry held until that time by it, thus preventing the transfer to any of the private companies previously authorised by NSC. The Competition Council found the attempt abusive as it was not justified and prevented an effective competition being restored on the monopolistic market.

10. Does the analysis differ if the refusal involves intellectual property? If so, please explain.

a. Does the type of intellectual property change the analysis (e.g., patents versus trade secrets)?

For all cases of refusal to supply, including refusals to license IP rights, the conditions are the following:

(a) the refusal must relate to a product or service that is objectively necessary or indispensable for a competitor to be able to compete effectively on a downstream market;
(b) the refusal is likely to lead to the elimination of effective competition on the downstream market;
(c) for consumers, the likely negative consequences of the refusal outweigh over time the negative consequences of imposing an obligation to supply in the relevant market.

b. Can a refusal to provide interface information to make a product interoperable constitute a refusal to deal?

For a refusal to provide interface information to make a product interoperable to constitute a refusal to deal, it must be demonstrated first that information on interface is an essential facility and then that the dominant incumbent's disruption in refusal to supply reflects a leveraging and foreclosure conduct.

11. Does the analysis change if the refusal occurs in a regulated industry? If so, please explain.

No. Please check answer provided at point 10.

12. Does the analysis change if the refusal is made by a former state-created monopoly? If so, please explain.

No, Romanian competition law applies equally to economic undertakings and public bodies. The Competition Council does not hesitate in taking action against abuse of dominant position committed by a (previously) state-owned company on a given market merely by virtue of special or exclusive rights conferred upon it under special enactments. Where the exclusive rights were exercised in a manner contrary to Article 6 of the Competition Law, the RCC asked the competent public authority to amend the order so as to provide equal opportunities to all operators active on the market, irrespective of their nature (e.g. case *CFR Marfa*).

Evaluation of constructive refusals to deal

13. Does your jurisdiction recognize the concept of a "constructive" refusal to deal? If so, does it differ from the definition in the introductory paragraphs above? When determining whether the terms of dealing constitute a constructive refusal to deal, how does your jurisdiction evaluate such questions as whether the price is sufficiently high or whether the quality has been sufficiently degraded so as to constitute a constructive refusal?

Normally, there is no distinction between the concept of a constructive refusal to deal and termination of supply. Both conducts are evaluated similarly and deemed to be abusive if there are no economic grounds that justify the conduct.

Evaluation of "margin squeeze"

14. Does your jurisdiction recognize a concept of (or like) margin squeeze? If so, under what circumstances and what criteria are applied to determine whether the margin squeeze violates your law?

You may wish to address the following sorts of issues: the effect the margin squeeze must have on the downstream market to be a violation; must the firm be dominant in both the upstream and downstream markets, or only the upstream market; how, if at all, the criteria are different from determining whether a firm is engaging in predatory pricing; any cost benchmarks used to determine if a margin squeeze exists; how your jurisdiction would treat a temporary margin squeeze; how, if at all, your jurisdiction's analysis of margin squeeze differs from its analysis of a traditional refusal to deal; do the criteria change depending on whether the margin squeeze occurs in a regulated industry or in an industry in which there is a duty to

deal imposed by a law other than the jurisdiction's competition laws?

Yet, Romanian Competition Council has not rendered any decision on margin squeezing. However, we will address this issue by underlining the criteria provided for by our secondary legislation with respect to the analysis of a margin squeeze case.

According to the *Romanian Guidelines on the application of the competition rules to access agreements in the telecommunications sector*, where the operator is dominant in the product or services market, a price squeeze could constitute an abuse. A price squeeze could be demonstrated by showing that the dominant company's own downstream operations could not trade profitably on the basis of the upstream price charged to its competitors by the upstream operating unit of the dominant company.

In appropriate circumstances, a price squeeze could also be demonstrated by showing that the margin between the price charged to competitors on the downstream market (including the dominant company's own downstream operations, if any) for access and the price which the network operator charges in the downstream market is insufficient to allow a reasonably efficient service provider in the downstream market to obtain a normal profit (unless the dominant company can show that its downstream operation is exceptionally efficient).

If either of these scenarios were to arise, competitors on the downstream market would be faced with a price squeeze which could force them out of the market.

Presumptions and Safe Harbors

15. Are there circumstances under which the refusal to deal (or any specific type) is presumed illegal? If yes, please explain, including whether the presumption is rebuttable and, if so, what must be shown to rebut the presumption.

No. The legality or illegality of the refusal to deal is not presumed and has to be assessed on the actual merits of each case.

16. Are there any circumstances under which there is a safe harbor for a refusal to deal (or any specific type)? Are there any circumstances under which there is a presumption of legality? Please explain the terms of any presumptions or safe harbors.

The Romanian competition law does not contain an explicit "safe harbour" for a refusal to deal type of abuse or other types of abuse.

Justifications and Defenses

17. What justifications or defenses are permitted for a refusal to deal? Are there any particular justifications or defenses for specific types of refusal? Please specify the types of justifications and defenses that your agency considers in the evaluation of a refusal to deal, the role they play in the competitive analysis, and who bears the burden of proof.

Article 6 of the Competition Law does not exempt any abusive behaviour from its application. However, the arguments that a dominant company may use in its defense depend to a large extent on the particularities of the case.

Remedies

18. What remedies for refusals to deal were applied in the cases discussed in questions 6 and 7? If one available remedy is providing mandated access/rights to purchase, how is the price established for the sale/license of the good or service? How are other terms of the transaction determined?

In the case of the company that held a dominant position on the market for services of keeping the registries of undertakings' shareholders, the Competition Council ordered the incumbent (for the details of the case, see above summary of the decision *no. 247 [1999]Romanian Shareholders Registry (RSR)):*

- to transfer, upon request, the shareholders registry of an undertaking to any independent registry company indicated by the undertaking in question, without imposing any supplementary conditions or charges;

- to establish a transparent and non-discriminatory system of facilities granted to its clients;

At the same time, the Competition Council recommended the National Securities Commission to inform the undertakings that they have the possibility to choose their own registry company upon their will.

As a result of the Competition Council's intervention, the market was opened up and the quasi monopolistic position held by the incumbent was terminated.

19. If the unlawful refusal to deal arose in a regulated industry, was the remedy available because of the regulatory provisions applicable to the defendant or is the remedy one that could be used for any (non-regulated industry) unlawful refusal to deal?

In case of firms controlling networks, especially those that can be considered as essential facilities, a close cooperation between the competition authority and the regulatory authority may become very important for increasing the level of competition on markets dominated by firms that inherited historic infrastructure monopolies. In such case, the screening of the regulations specific to such sectors could reveal the existence of legal or administrative provisions that facilitate or even permit an abusive conduct of the dominant firm.

Should the sector-specific regulations have favoured the unlawful behaviour, under the same decision, the Romanian Competition Council may require the public authority that enacted the regulation to amend it based on the Romanian Competition Council's suggestions (e.g. CFR Marfa case).

20. Has your agency considered using any other remedies in refusal to deal cases that are available under your jurisdiction's competition laws and that were not described in your response to Question 18? Did the availability or administrability of a remedy influence the decision whether or how to bring a refusal to deal case? If so, please expain your response.

Not available.

Policy

21. What policy considerations does your jurisdiction take into account with respect to a refusal to deal? Do they apply to all forms of refusal? Are there any particular considerations for specific types of a refusal to deal? What importance does your jurisdiction's policy place on incentives for innovation and investment in evaluating the legality of refusals to deal?

As per its unilateral conduct case-law and legislation in force, the Romanian Competition Council is called to analyze whether the factual situation of every case may lead to the conclusion that the conduct of a specific economic operator has seriously affected the competition conditions on the market. The competitive concerns associated with these practices have been already described above in the answers to Question 8.

In evaluating the legality or illegality of refusals to deal, RCC will also consider claims by the dominant undertaking that its own innovation will be negatively affected by the obligation to supply. It falls on the dominant undertaking to demonstrate any negative impact which an obligation to supply is likely to have on its own level of innovation.

22. Please provide any additional comments that you would like to make on your experience with refusals to deal in your jurisdiction. This may include, but is not limited to, whether there have been – or whether you expect there to be – major developments or significant changes in the criteria by which you assess refusal to deal cases.

Romanian Competition Council envisages revising its secondary legislation in the future in accordance with the evolutions that took place in this field at community level.