

Comparison of Asian competition law

Scope of enforcement

	Brunei	China	Hong Kong	India	Indonesia	Japan	Kazakhstan	Laos ¹	Malaysia	Mongolia
Does the law apply to ‘concerted practices’ as well as agreements?	○	○	○	○	○	○	○	▲	○	○
Does the law apply to vertical arrangements?	▲ ²	○	○	○	○	○	○	▲	○	○
Is there a separate provision for abuse of dominance?	○	○	○	○	○	○	○	○	○	○
Also below dominance (eg ‘abuse of superior bargaining position’)?	○	X	X	○	○	○	X	X	X	X
Do dominance rules apply to purchasers as well as sellers?	○	○	○	○	○	○	○	○	○	○
Is there a statutory market share test for presumed dominance?	X	○	X	X	○	▲	○	○	▲ ³	○
Does jurisdiction extend to conduct overseas with effects in the country?	○	○	○	○	○	○	○	▲	○	○
Are certain types of conduct considered ‘per se’ infringements?	○	○	○	○	○	○	○	▲	X	○
Does the authority conduct economic analysis as to the effects of conduct?	○	○	○	○	○	○	○	N/A	○	○
Is a market share-based ‘safe harbour’ available for certain types of conduct?	X	▲ ⁴	X ⁵	X	X	○	○	X	○	X
Are there exemptions for certain co-operation (eg joint research)?	○	○	○	▲ ⁶	X	○	○	○	○	X
Are certain industries exempted from competition law?	○	▲ ⁷	X	○	○	▲ ⁸	X	X	○	X
Is there a potential defence for conduct with countervailing ‘pro-competitive’ effects?	▲ ⁹	○	○	▲	○	○	○	○	○	○
Is there a defence for government- sanctioned/regulated conduct?	○	○	○	▲	○	○	○	▲ ¹⁰	○	○
Can companies seek ‘comfort’ by consulting with the authority on arrangements?	▲	X	○	X	▲	○	○	▲	X	○

○ Yes | ▲ Qualified yes or position unclear | X No | N/A Not applicable

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Scope of enforcement (*continued*)

	Myanmar ¹	Pakistan	Philippines	Singapore	South Korea	Sri Lanka	Taiwan	Thailand	Vietnam
Does the law apply to ‘concerted practices’ as well as agreements?	▲	○	○	○	×	○	○	○	▲ ¹¹
Does the law apply to vertical arrangements?	▲	○	○	▲ ¹²	○	○	○	○	○
Is there a separate provision for abuse of dominance?	○	○	○	○	○	○	○	○	○
Also below dominance (eg ‘abuse of superior bargaining position’)?	▲	○	×	×	○	○	○	○	×
Do dominance rules apply to purchasers as well as sellers?	○	○	○	○	○	○	○	○	○
Is there a statutory market share test for presumed dominance?	×	○	○	×	○	×	○	○	○
Does jurisdiction extend to conduct overseas with effects in the country?	▲	▲	○	○	○	○	○	▲	○
Are certain types of conduct considered ‘per se’ infringements?	○	○	○	○	○	○	×	×	○
Does the authority conduct economic analysis as to the effects of conduct?	▲	▲	○	○	○	○	○	○	○
Is a market share-based ‘safe harbour’ available for certain types of conduct?	×	×	×	×	○	×	○	○	▲ ¹³
Are there exemptions for certain co-operation (eg joint research)?	○	○	×	○	×	○ ¹⁴	○	○	○
Are certain industries exempted from competition law?	×	▲ ¹⁵	×	○	×	×	×	○	×
Is there a potential defence for conduct with countervailing ‘pro-competitive’ effects?	○	×	○	○	○	○ ¹⁴	○	×	○
Is there a defence for government- sanctioned/regulated conduct?	×	×	×	○	○	○ ¹⁶	×	×	○
Can companies seek ‘comfort’ by consulting with the authority on arrangements?	▲	○	○	○	○	○	○	○	○

○ Yes | ▲ Qualified yes or position unclear | × No | N/A Not applicable

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Footnotes

1. Competition law enacted but not fully implemented
2. Minister has the power to designate certain types of vertical agreements as subject to the law
3. The test is set out in guidelines but not in statute
4. Only available for IPR-related abuses and certain conduct in the auto sector
5. Exemptions are based on the undertakings' turnover
6. Applies to joint ventures only
7. Certain alliance or concerted practices by farmers or rural economic organisations are exempted
8. Certain types of conduct within specific industries (such as insurance cartels, air transportation cartels, export cartels etc.) are exempt after regulatory approval is obtained
9. Excludes abuse of dominance
10. Potentially for abuse of dominance only
11. The definition of "agreement" under competition law is broad and a "concerted practice" might therefore be included, although this has not been tested in practice
12. Abuse of dominance only
13. For vertical agreements except for bid rigging agreements; and for horizontal agreements other than agreements on price fixing, market division or customer allocation, restricting outputs or inputs; bid rigging and refusing to deal with a third party
14. Not specifically provided under the law but the authority will take account of pro-competitive effects
15. The government test has power to exempt industries, but has not exercised it
16. No specific defence but government regulations can stipulate exceptions for government actions