

Class: UP/I 034-03/15-01/027

Case: CCA v Hrvatski Telekom d.d., Zagreb;

Type of case: Alleged abuse of dominant position – initiative dismissed

In Zagreb, 2 December 2015

Case summary:

The Croatian Competition Agency (CCA) dismissed due to the lack of grounds the initiative of the undertaking Infrastruktura d.o.o., Ludbreg for the initiation of the infringement proceeding based on the alleged abuse of a dominant position against the undertaking Hrvatski Telekom d.d., Zagreb.

Basically, the complainant Infrastruktura stated in its complaint that the undertaking Hrvatski Telekom (HT) abused its dominant position in the access to existing physical infrastructure and joint use of electronic communication infrastructure by applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage. Concretely, the complainant stated that in accordance with the framework agreement concluded with HT it issued an invoice for the provided services whereas, allegedly, HT refused to make payments on the date of the invoice maturity.

Following the preliminary market investigation the CCA found that the behaviour of HT did not raise concerns in the sense of competition rules and that there were no indices that HT applied dissimilar conditions to equivalent transactions with other trading parties. Namely, the CCA established beyond any doubt that the Agreement on the access to existing physical infrastructure and joint use of electronic communication infrastructure and associated equipment that HT concluded with beneficiary operators is a Standard Agreement that it also concluded with other undertakings and that has been drafted in line with separate laws, while the specific regulator HAKOM (Croatian Regulatory Authority for Network Industries) assessed the HT conduct in this concrete case as legal. HAKOM also stated that it had not received any complaints from other undertakings with respect to the same issue.

The documentation the CCA assessed in this particular case lead to the conclusion that when refunding the cost linked to the provision of the above mentioned services HT cleared the debts equally with all beneficiary operators.