



PRESS RELEASE

FOR IMMEDIATE RELEASE

16th July, 2025

RECENT DECISIONS BY THE COMPETITION AND FAIR TRADING COMMISSION

The Competition and Fair Trading Commission (“the Commission”) held its 73rd meeting on 17th June, 2025, to consider and adjudicate over cases on anti-competitive business practices and unfair trading conducts.

The Commission adjudicated over a total of 48 cases. Out of the 48 cases, 27 were closed at preliminary stage, due to among others lack of merit and early resolution of the issues at hand. The Commission also recommended nine mergers for authorization by the COMESA Competition Commission.

Specifically, three companies have been ordered to pay fines as a percentage of their annual gross revenue, as provided under the Competition and Fair Trading Act (CFTA). The Commission has also ordered companies to pay a total refund amounting to K4.1 million to consumers.

Earlier this year, the Commission issued 13 interim orders to companies for conducts such as exploitative pricing in the sale of fertilizers, bread and poultry feed. We have made significant progress on the cases. However, the completion of the cases has been impinged upon by reasons beyond our control such as court processes and inability of the respondents to provide concrete evidence for their conducts as requested by the Commission.

This has consequently led to some respondents asking for adjournment of the cases, until the next Commission's meeting.

This statement presents summaries on some of the cases that were decided during the recent sitting. For more information on this statement, contact Innocent Helema on 0880725075 or email innocent.helema@cftc.mw.

LLOYDS VINCENT NKHOMA
CHIEF EXECUTIVE OFFICER

1. ASSESSMENT OF THE IMPACT OF THE PROPOSED ACQUISITION OF 25% MINORITY SHARES FROM INFRACO AFRICA LIMITED IN GOLOMOTI JCM SOLAR CORPORATION LIMITED BY OLD MUTUAL INFRASTRUCTURE INVESTMENT FUND

On 25th April, 2025, the Commission received an application for authorization regarding acquisition of 25% minority shares from InfraCo Africa Limited in Golomoti JCM Solar Corporation Limited by Old Mutual Infrastructure Investment Fund.

According to the information submitted by the parties, Old Mutual Infrastructure Trust Fund was founded in December 2021, as a special purpose vehicle for infrastructure investments, with a focus on public infrastructure mainly student housing, transportation, and renewable energy.

According to the information sourced by the Secretariat, InfraCo originates, develops, structures and manages infrastructure projects across Africa, reducing risk and supporting their progress from early stage to operation. Their aim is to create a pipeline of bankable projects, ready to attract private capital and generate the sustainable impact that's needed.

The proposed transaction is notifiable under the CFTA and is, therefore, subject to review by the Commission to establish whether it will likely raise competition concerns in the relevant market.

The Commission observed that the transaction will not change the existing market dynamics, would not lead to the creation of a dominant player but might result in a more competitive one and that there are no public concerns against this transaction.

Upon deliberations, the Commission authorized the proposed acquisition of 25% shares from InfraCo Africa Limited by Old Mutual Infrastructure Investment Fund.

2. ASSESSMENT OF THE IMPACT OF THE PROPOSED EXCLUSIVE DEALING ARRANGEMENT BY TNM MPAMBA LIMITED IN THE PROVISION OF E – TICKETING SOLUTION

On 18th March, 2025, the Commission received an application from TNM Mpamba Limited for an Exclusive Dealing Arrangement (EDA) in the provision of e-ticketing solution in selling match tickets for Super League using Mpamba Debit Card.

The application followed a Notice of Investigation (NOI) dated 12th November, 2024 that the Commission issued to TNM Mpamba on alleged anticompetitive conduct. Specifically, the Commission came across a public statement to the effect that football fans will be required to purchase e-tickets using Mpamba only and loaded to the Mpamba Debit card effective 1st December, 2024.

The findings of the Commission's investigations are as follows:

- TNM Mpamba Limited have developed an e-ticketing solution to help SULOM address the challenges brought about by the physical tickets and the manual verification of the tickets at the gates.
- The debit card will be accessed through a once-off price of K1,900.00 through various channels including agents, shops across the country and at multiple points at the football venues. Customers will be able to purchase tickets using TNM Mpamba Wallet. Non- TNM customers will be able to purchase the e-tickets through Mpamba agents.
- In Malawi, there are two main providers of mobile money services notably Airtel Mobile Commerce Limited and TNM Mpamba Limited. Other players in the market include banks and non-bank financial entities.
- With the introduction of the e-ticketing solution fans will be required to use Mpamba only together with the Mpamba Debit card to access the match tickets. Making the sale of match tickets exclusive to Mpamba only will not only affect football fans, who use other payment solutions but also other market players. The arrangement can potentially restrict access to competing payment service providers which could in turn lock them out of a significant market segment.
- The applicant is a subsidiary of TNM Plc who is the sponsor of the Super League. Additionally, TNM Mpamba Limited claims a relatively low mobile money market. It is evident, that making the sale of tickets exclusive to Mpamba only will limit consumer choice. The arrangement will restrict consumers from purchasing tickets using preferred mobile money platforms this transaction can potentially lessen competition in the relevant market.

- Further, the arrangement is contrary to the Payment Systems (Interoperability of Retail Payment Systems) Directive, 2017 and the Payment Systems (E-Money) Regulations, 2018, which emphasizes interoperability and discourages exclusivity among payment service providers.
- Additionally, the proposed arrangement is contrary to the vision of Malawi's payments agenda, which aims to foster inclusive, efficient, and interoperable payment systems. Implementation of the EDA undermines the broader objectives of interoperability and market access.
- Awareness on the introduction of the e-ticketing solution is low as evidenced from most of the football clubs, the fans as well gate managers
- The Commission observed that the proposed agreement raises significant concerns from both the competition and public interest perspective than the benefits that would accrue from the implementation of the same. However, there is efficiency and public interest rationale to allow it roll out albeit on the understanding that the Respondent will timely allow interoperability with other payment systems so as to remove all aspects of market foreclosure.

Upon deliberations, the Commission made the following Orders:

- **That the parties should implement the e-ticketing solution together with physical tickets for a period of 6 months from the date of the determination;**
- **That the parties should within one year from the date of the determination, open the e-ticketing solution to other financial/ payment service providers to ensure interoperability;**
- **That the parties should conduct awareness campaigns to educate the football clubs, football supporters and gate managers on the provision of e-ticketing solution during the period in above.**
- **That the parties should within every 90 days for the next 2 years; provide to the Commission verifiable evidence of compliance with Orders above.**

3. ALLEGED MISREPRESENTATION OF PRODUCTS; MISLEADING CONDUCT AND UNCONSCIONABLE CONDUCT BY AGRI-BUILD LIMITED

On 25th March 2025, the Commission officially commenced investigations against Agri-Build Limited of Lilongwe for allegedly engaging in misrepresentation of products, misleading conduct, and unconscionable conduct.

It was alleged that a Complainant bought a bag of D-Compound fertilizer from the Respondent's shop. Upon assessment of the quality of the fertilizer, she suspected that the fertilizer may have been substandard. The Complainant then took samples of the fertilizer for testing at the Department of Agricultural Research Services located at Chitedze in Lilongwe. Upon testing and analysing the fertilizer sample, it was found that Nitrogen composition ranged from 2.5 to 2.6 percent against the standard composition of 10 percent. It was also found that the Potassium composition ranged from 0.44 to 0.46 percent against the standard composition of 10 percent.

Investigations found that the conduct by the Respondent was in contravention of section 51 (c) (ii), 51 (d) and 51 (g) of the CFTA.

The Commission noted that the Respondent engaged in the conduct of selling fertilizer that was misrepresented in that it did not meet the requirements as indicated on the packaging of the sacks.

Upon deliberations, the Commission made the following Orders:

- **Order the Respondent to pay a monetary penalty of equivalent of 1% of their annual turnover to the Commission for engaging in misrepresentation of products, contrary to section 51 (c) (ii) of the CFTA.**
- **Order the Respondent to pay a monetary penalty of equivalent of 1% of their annual turnover to the Commission for engaging in misleading conduct, contrary to section 51 (d) of the CFTA.**
- **Order the Respondent to pay a monetary penalty of equivalent of 1% of their annual turnover to the Commission for engaging in unconscionable, contrary to section 51 (g) of the CFTA.**

- **Order the Respondent to submit to the Commission their audited financial statements for the last accounting year (or in the alternative, their financial records for the last accounting year) for assessment and calculation of the penalty within 14 days.**
- **The Respondent's penalty is reduced by 10% for being cooperative with the Commission during investigations.**

4. ALLEGED UNCONSCIONABLE CONDUCT BY TRUST AUCTIONEERS ESTATE AGENTS (1980) LTD AND MULLI BROTHERS LIMITED

In March 2025, the Commission launched investigations against Trust Auctioneers and Estate Agents (1980) Ltd, and Mulli Brothers Limited. The investigations were instituted following a complaint received from Mr. Haswell Shonga of Lumbadzi, Dowa who made a number of allegations.

The Complainant submitted that on 7th June 2024, the First Respondent, acting on behalf of their client, Mulli Brothers, conducted an auction at the Mulli Brother's premises in Mapanga, Blantyre. During this auction, the Complainant successfully bid for various types of scrap metal worth MK36,010,000.00 and made a part-payment of MK21,310,000.00. However, due to limited space in the truck that the Complainant used to transport the scrap metal to Lilongwe, some items were left at the auction site on agreement that they would be collected on 7th July 2024, upon settlement of the outstanding balance.

In accordance with the agreement, the outstanding balance was settled in two instalments in June and July 2024. However, when the Complainant went to collect the remaining items, they were informed by the First Respondent that Mulli Brothers had not yet authorised the release of the goods.

The Complainant further alleged that despite several follow-ups for a possible resolution to the matter, neither Trust Auctioneers nor Mulli Brothers provided any favourable assistance.

Investigations established that when the issue was brought to their attention, Trust Auctioneers engaged officials from Mulli Brothers and explained to them of the need to release the goods or refund the proceeds, which had already been remitted to them. However, Mulli Brothers had done neither.

The Commission noted that the conduct by both Mulli Brothers and Trust Auctioneers towards the Complainant was unfair, unreasonable and without conscience. The conduct by the Respondents was unconscionable, and thus constitutes an infringement of Section 51 (g) of the CFTA.

Upon deliberations, the Commission made the following orders:

- **Order Trust Auctioneers and Mulli Brothers to refund the Complainant the total sum of MK2,410,000.00 within 30 days.**
- **Order Mulli Brothers to pay a monetary penalty of 1% of their gross annual turnover to the Commission for engaging in unconscionable conduct, contrary to Section 51 (g) of the CFTA.**
- **Order Mulli Brothers to submit to the Commission their audited financial statements for the immediate past financial year for assessment, within 14 days.**

5. ALLEGED EXCLUDING LIABILITY FOR DEFECTIVE GOODS OR SERVICES AND UNCONSCIONABLE CONDUCT BY SPEED COURIER & LOGISTICS LIMITED

On 14th March, 2025 the Commission received a complaint from Mr. Joseph Chabwera of Blantyre against Speed Courier & Logistics Ltd, on allegations of unconscionable conduct in the delivery of its courier services.

The Complainant alleged that, on 27th December 2024, he engaged the Respondent, through their Blantyre office, to transport and deliver a parcel containing a Canon Camera 5D Mark III and a silicon cover worth ¥4060 (an equivalent of MK1,698,000.00). However, the Complainant observed that the camera and the silicon cover were not delivered to the intended recipient as expected. The Complainant notified the Respondent about this and was advised that the parcel could no longer be traced. However, the Respondent did not provide any remedial measures.

The Commission's investigations established the following:

- The Respondent refunds goods worth less than MK 300,000. However, goods that cost more, require a claim form to be filled and submitted to their insurance company for processing. The Complainant filled the form in January however, the delay was due to own investigations.
- The Commission noted that the service that the Respondent provided to the Complainant was grossly defective in the sense that the subject parcel was not delivered, as it appears to have gotten lost. Furthermore, the Respondent was not forthcoming to timely update the Complainant on the delay or failure to deliver the parcel within the stipulated timelines. Nevertheless, it should be considered that the Respondent duly accepted liability, and demonstrated willingness to assist the Complainant. In this regard, the conduct by the Respondent does not amount to excluding liability for defective goods or services.
- The Commission also noted that much as the Respondent accepted liability, their approach in handling the Complainant's claim for a refund or a replacement of the items shows that the Respondent has failed to provide effective redress on the matter. It is clear that the Respondent's conduct was unreasonable and without conscience, and hence unconscionable.

Upon deliberations, the Commission made the following Orders:

- **Order the Respondent to refund the Complainant an amount equivalent to the market value of the Canon Camera 5D Mark III within 30 days.**
- **Order the Respondent to cease and desist from engaging in unconscionable conduct.**
- **Order the Respondent to undergo a mandatory competition and consumer protection law compliance programme facilitated by the Commission.**
- **Order the Respondent to review and strengthen their communication and internal complaints handling mechanisms.**

6. ALLEGED MISLEADING CONDUCT AND UNCONSCIONABLE CONDUCT BY YANU-YANU AGRO-DEALER

On 27th January 2025, the Commission officially commenced investigations against Wayezu Donald trading as “Yanu-Yanu Agro-dealer” of Nkhoma Trading Centre, Lilongwe, for allegedly engaging in misrepresentation of products, misleading conduct, and unconscionable conduct. The investigations were instituted following findings of a shop inspection exercise.

During the shop inspection exercise, it was found that the Respondent’s shop located at Nkhoma Trading Center in Lilongwe was supplying fertilizer which appeared to be counterfeit. The fertilizer that the Respondent was supplying was branded as “Falcon fertilizer” which is supplied by Export Trading Group (ETG). However, it was noted that the fertilizer was distinctively different from the Falcon fertilizer supplied by ETG.

The Commission noted that the conduct by the Respondent had the effect of deceiving consumers into purchasing fertilizer which is not suitable for the intended purpose.

Investigations were launched on the basis that the Respondent’s conduct appeared to amount to falsely representing that products are of a particular style, model or origin in contravention of Section 51 (c)(ii), misleading conduct in contravention of Section 51(d) and unconscionable conduct in carrying out trade in goods, digital products and services contrary to Section 51 (g) of the CFTA.

Investigations by the Commission established the following:

- The Respondent admitted to have re-packaged Optichem fertiliser in ETG fertilizer bags themselves using a machine but before selling, they would inform the customers that the fertilizer had been repackaged.
- The machine was not bought for the purpose of repackaging to deceive people but because they also farm and grade soya and maize.
- The Respondent engaged in the conduct of misrepresenting fertilizer supplied by Optichem as Falcon Fertilizer supplied by ETG. The Respondent thus engaged in the conduct of misrepresentation of products. In the same vein, the conduct by the Respondent resulted in misleading the public as to the characteristic and quality of the fertilizer that was being supplied. The Respondent, therefore engaged in misleading conduct.

Upon deliberations, the Commission made the following Orders:

- **Order the Respondent to pay a monetary penalty of equivalent of 1% of their annual turnover to the Commission for engaging in misrepresentation of products, contrary to section 51 (c) (ii) of the CFTA.**
- **Order the Respondent to pay a monetary penalty of equivalent of 1% of their annual turnover to the Commission for engaging in misleading conduct, contrary to section 51 (d) of the CFTA.**
- **Order the Respondent to pay a monetary penalty of equivalent of 1% of their annual turnover to the Commission for engaging in unconscionable conduct, contrary to section 51 (g) of the CFTA.**
- **Order the Respondent to submit to the Commission their audited financial statements for the last accounting year (or in the alternative, their financial records for the last accounting year) for assessment and calculation of the penalty within 14 days.**