



PRESS RELEASE

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RECENT DECISIONS BY THE COMPETITION AND FAIR TRADING COMMISSION

The Competition and Fair Trading Commission (“the Commission”) held its 76th meeting on 30th September 2026 in Lilongwe to consider and adjudicate over cases regarding anti-competitive business practices and unfair trading conducts.

The Commission adjudicated over a total of 64 cases, out of which 41 were closed at preliminary stage due to a lack of merit, lack of evidence, and early resolution of the issues at hand, among other reasons. During the sitting, the Commission authorized two local mergers and 11 regional mergers. The Commission also adjudicated over one cases of restrictive business conducts and 9 cases of unfair trading practices.

The Commission ordered seven companies to pay monetary penalties totaling MK51.5 million, while two other companies were ordered to refund consumers a total of approximately MK1 million. Additionally, two cases were referred to the Anti-Corruption Bureau (ACB) for investigations into attempted corrupt practices by attempting to bribe the Commission’s officers during market inspections.

This statement presents summaries of some of the cases considered during the Commission’s sitting.

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CHIEF EXECUTIVE OFFICER

1.0. CASES ON UNFAIR TRADING PRACTICES

1.1. Alleged Supply of Products Likely to Cause Injury or Harm to Consumers by TUTLAS Limited, Salima

The Commission launched investigations initiated, in June 2026, against TUTLAS Limited, Salima on allegations of supply of products likely to cause injury or harm to consumers. The investigations were instituted following findings of inspections conducted by the Commission at the Respondent's shop.

The Commission noted that during shop inspections on 21st April 2026, at Tutlas Supermarket located at Salima Boma, the Commission's officers found that the shop was stocking expired products.

This conduct appeared to be a contravention under section 51(e) of the Competition and Fair Trading Act.

The Commission noted that during a follow up inspection at the Respondent's shop on 23rd June 2026, the Commission's officers again found that the Respondent was stocking huge volumes of expired products.

During the inspections conducted on 21st April 2026, the Commission's officers found a total of 43 expired products; and during the follow up inspections conducted on 23rd June 2026, the Commission's officers found a total of 116 expired products.

These products were with varying expiry dates ranging from 31st January 2026 to 13th April 2026 for the first inspection conducted on 21st April 2026; and from 2nd February 2026 to 18th June 2026, for the second inspections conducted on 23rd June 2026. The Commission also observed that the expired products were food items.

The Commission also noted that during the Commission's follow up inspections, the Respondent offered to give money to the Commission's officers to drop the matter.

Having considered the matter, the Commission found that the conduct by the Respondent put at risk the safety of many unsuspecting consumers that may have purchased and consumed the products. The Commission thus found that the conduct by the Respondent amounts to supply of products likely to cause injury or harm to consumers and hence in contravention of section 51(e) of the CFTA.

Following deliberations, the Commission made the following Orders:

- I. That the Respondent should pay a monetary penalty of Twenty-Five Million Kwacha (MK 25,000,000.00) for engaging in supply of products likely to cause injury or harm to consumers.**
- II. Refer the matter against the Respondent to the Anti-Corruption Bureau (ACB) to be investigated for attempted corrupt practices under the Corrupt Practices Act.**

1.2. Alleged Supply of products likely to cause injury or harm to consumers by KACHI Supermarket

The Commission launched investigations against KACHI Supermarket on allegations of supply of products likely to cause injury or harm to consumers. The investigations were instituted following findings of inspections conducted by the Commission.

The Commission noted that during shop inspections conducted on 24th June 2026, at Kachi Supermarket located at Area 47 in Lilongwe, the Commission found that the said shop was stocking expired products.

The Commission found a total of 385 expired products of various categories and with varying expiry dates, ranging from 15th September 2025 to 7th May 2026. The Commission also observed that the expired products were food items.

This conduct appeared to be a contravention under section 51(e) of the Competition and Fair Trading Act.

The Commission also noted that during the Commission's inspections conducted on 24th June 2026, the Respondent offered to give money to the Commission's to drop the matter.

Having considered the matter, the Commission noted that the Respondent was found stocking huge volumes of expired products across several categories having expired long before the inspections.

The investigations therefore found that the conduct by the Respondent amounted to supply of products likely to cause injury or harm to consumers and hence in contravention of section 51 (e) of the CFTA.

Following deliberations, the Commission made the following Orders:

- i. That the Respondent should pay a monetary penalty of Twelve Million and Five Hundred Thousand Kwacha (K12,500,000.00) for engaging in supply of products likely to cause injury or harm to consumers.**
- ii. Refer the matter against the Respondent to the Anti-Corruption Bureau (ACB) to be investigated for attempted corrupt practices under the Corrupt Practices Act.**

1.3. Alleged Excluding Unconscionable Conduct by Horizon Health Malawi Limited

The Commission considered investigations initiated in March, 2025 against Horizon Health Limited following two complaints that were received.

The First Complainant alleged that beginning early 2024, she observed that hospitals had started rejecting claims under Horizon Health's scheme, forcing her to pay out of pocket for medical treatment. For instance, the Complainant paid a bill amounting MK473,630 to Blantyre Adventist Hospital.

The Second Complainant submitted that her mother was denied medical care on grounds that the hospital had suspended acceptance of Horizon Health patients due to the Company's failure to settle outstanding payments. The Complainant contacted the Respondent's premiums department for assistance and was advised to obtain a quotation from the hospital and submit it for processing but was never assisted. As a result, the Complainant was forced to make cash payments for the service rendered at the hospital.

This conduct appeared to be a contravention under section 51(g) of the Competition and Fair Trading Act.

Having considered the matter, the Commission found that the Respondent failed its duty to make timely settlement of claims under its medical insurance scheme. This resulted in the disruption of healthcare services to the Complainants (and other subscribed customers).

Emanating from this unfair conduct by the Respondent, the Complainants (and other subscribed customers) were compelled to pay out-of-pocket for medical services that ought to have been covered under the medical insurance schemes.

Furthermore, considering the lapse of time (since 2024), the Respondent had demonstrated lack of seriousness to provide an effective redress to the Complainants, as evidenced in the continued failure to effect the reimbursements.

In view of the above, considering that the nature of the subscribed-for product was much needed and time-bound health/medical services, the conduct by the Respondent was grossly unfair, inconsiderate and without conscience. The Commission therefore found that the conduct by the Respondent amounts to unconscionable conduct which is in contravention of section 51 (g) of the CFTA.

Nevertheless, the Commission took consideration of the fact that, upon issuance of the investigation report, the Respondent undertook to refund the First Complainant the outstanding amount of K473,630; and the Second Complainant the outstanding amount of MK175,000; though it took too long.

Following deliberations, the Commission ordered the Respondent to pay a monetary penalty of Two Million Kwacha (MK2,000,000.00) for engaging in unconscionable conduct, contrary to section 51 (g) of the CFTA.

1.4. Alleged Misleading conduct and Failure to display prices by Jahabi Enterprises

The Commission launched investigations against Jahabi Enterprises on alleged misleading conduct; insufficient labelling of products; failure to disclosure of material information; and failure to display prices, following inspections conducted by the Commission.

The Commission noted that during shop inspections conducted in Nkhotakota on 24th May 2026, it was found that the Respondent was stocking expired products, particularly paints and other hardware products. Some of the products found in the shop had expired as way back as October 2024 and December 2025. The Commission also found that the Respondent was not displaying the prices of their products in the shop.

The Commission also noted that the Respondent was not displaying prices. These conducts appeared to be a contravention under section 51(e) and 51(n) of the Competition and Fair Trading Act.

The conduct by the Respondent put at risk the welfare and economic interests of many unsuspecting consumers that likely purchased and used the products during the period that they had expired. The Commission thus found that the conduct by the Respondent

amounts to misleading and deceptive conduct and hence in contravention of section 51 (d) of the CFTA.

Following deliberations, the Commission made the following ordered that the Respondent should pay a monetary penalty of Five Hundred Thousand Kwacha (K500,000.00) for engaging in misleading conduct and failure to display prices.

1.5. Misleading conduct and Unconscionable conduct by Jegaf Investments

The Commission launched investigations against Jegaf on allegations of misleading and unconscionable conduct in the supply of kaunjika clothes.

The Complainant alleged that on 10th November 2025, she purchased a bale of cargo pants from the Respondent's shop at a price of MK690,000. However, when she later opened the bale, she discovered that the contents were different from the cargo pants she intended to purchase. The Complainant claimed that upon engaging the shop, she was instructed to return the bale, which she did, and she was assured of refund of the money.

This conduct appeared to be a contravention under section 51(d) and 51(g) of the CFTA.

Having considered the matter, the Commission found that the Complainant was misled into purchasing goods that did not match the stated description, and despite acknowledging the error and accepting the return of the bale, the Respondent failed to provide the promised refund. This constitutes misleading conduct, a breach of Section 51 (d) of the CFTA.

The Commission also found that the Respondent's repeated assurances, followed by continued excuses and failure to comply even in the presence of the Commission's Investigators shows a deliberate disregard for consumer rights and regulatory obligations. The delay has caused the Complainant financial loss and denied her the opportunity to conduct business, thereby exploiting her weaker bargaining position. This constitutes unconscionable conduct and a breach of Section 51 (g) of the CFTA.

Furthermore, the Respondent's dismissive attitude towards the Commission's Notice of Investigation reflects a lack of seriousness in upholding statutory obligations which should not be tolerated.

Following deliberations, the Commission made the following Orders:

- I. Order the Respondent to refund the full amount of MK690,000 to the Complainant within 14 days. The Respondent should provide proof of the refund to the Commission within the same 14 days.**
- II. Order the Respondent to pay a monetary penalty of MK10,000,000 for engaging in misleading and unconscionable conduct.**

1.6. Alleged Supply of products likely to cause injury or harm to consumers; Insufficient labelling of products; and Non-disclosure of material information by SANAM Enterprises.

In June 2026, the Commission launched investigations against SANAM Enterprises for the supply of products likely to cause injury or harm to consumers, insufficient labelling of products; and non-disclosure of material information. The investigations were instituted following findings of inspections.

The Commission noted that the Commission received information indicating that SANAM Supermarket located at Area 49, Lilongwe was selling expired products. On 18th June 2026, the Commission conducted an inspection at the said shop where it was found that the shop was stocking expired products and insufficiently or improperly labelled products.

The Commission's inspectors found a total of 11 individual products, but also 10 packs of six products that's totaling 40 products and 1 pack of 4 products. These products expired between the dates of 14th May 2026 and 14th June 2026. The Commission also observed that the expired products were milk related food products including yoghurts.

These conducts appeared to be a contravention under section 51(e), (m) and (p) of the Competition and Fair Trading Act.

The Respondents were apologetic for the occurrence and that it was not intentional. They stated that they have taken precautionary measures.

Having considered the matter, the Commission found that the conduct by the Respondent put at risk the safety of many unsuspecting consumers that likely purchased and consumed the products, thus the conduct by the Respondent amounts to supply of products likely to cause injury or harm to consumers and hence in contravention of section 51 (e) of the CFTA.

The Commission also found that the Respondent was supplying products which had unclear expiry dates. This conduct deprived consumers of critical information so as to ascertain whether the subject products were within their shelf life or had expired, thus the conduct by the Respondent amounts to failure to disclose material information to consumers, and hence in contravention of Section 51 (p) of the CFTA.

However, the Commission found that the Respondent did not engage in insufficient or improper labelling of products considering the labelling of the subject products is done by the manufacturer and not the trader, therefore, the Respondent was not in contravention of section 51 (m) of the CFTA.

The Commission also took into consideration that the respondents were apologetic and cooperated throughout investigations.

Following deliberations, the Commission ordered that the Respondent should pay a monetary penalty of One Million Kwacha (MK1,000,000.00) for engaging in supply of products likely to cause injury or harm to consumers and failure to disclose material information.

1.7. Alleged Misleading conduct and Unconscionable conduct by Spectrum Supplies

In June 2026, the Commission launched investigations against Spectrum Supplies on allegations of misleading conduct and unconscionable conduct in the trade of goods and services.

The Commission noted that the Complainant paid K475,000 as part payment for a Defy Refrigerator and a Samsung 43 Inch Smart TV screen. The Complainant thus fully paid for the fridge, and partially made payment for the TV thus remaining with a balance of K225,000. As per their agreement, the Respondent stated that the purchased items would be delivered to the Complainant within a period of three weeks. However, upon following up on the status of the delivery, on 26th November 2024, the Respondent informed the Complainant that there were unforeseen challenges which made them to fail to supply the items.

The Commission noted that the Complainant submitted that the Respondent stated that given the circumstances, they would only deliver the TV, and not the fridge. Nevertheless, despite this commitment, the Respondent failed to supply the TV as well. This conduct appeared to be a contravention under section 51(d), and (g) of the CFTA.

Having considered the matter, the Commission found that the conduct by the Respondent towards the Complainant was misleading and hence in contravention of section 51(d) of the CFTA.

The Commission also found that the matter has taken a long time (since February 2024) with the Respondent still failing to refund the Complainant, without providing any justifiable reasons. Considering the time, the matter has taken, the conduct by the Respondent towards the Complainant is unconscionable and hence in contravention of section 51(g) of the CFTA.

Nevertheless, the Commission took consideration of the fact that, upon issuance of the investigation report, the Respondent undertook to refund the Complainant the outstanding amount of K275,000, though it took too long.

Following deliberations, the Commission made the following Orders:

- I. That the Respondent should pay a monetary penalty of Five Hundred Thousand Kwacha (K500,000.00) for engaging in misleading conduct and unconscionable conduct in the trade of goods.**

2.0. CASES ON COMPETITION

2.1. Proposed acquisition of assets of Open Connect Limited by Telekom Networks Malawi Plc

The Commission considered an application for the authorization of the proposed acquisition of assets belonging to Open Connect Limited (OCL) by Telekom Networks Malawi plc (TNM).

The transaction involved TNM acquiring OCL's fiber network, data center, network equipment, vehicles, and enterprise contracts for a consideration of MK23.5 Billion. Active employees of OCL will also be transferred to TNM. Following completion, the transaction will result in the vertical integration of OCL's wholesale infrastructure with TNM's downstream retail operations.

Pursuant to Section 35 and Section 37 of the CFTA, this transaction constituted a merger requiring prior authorization under Section 43 of the Act. Therefore, the Commission instituted investigations to assess the transaction's impact on competition and the economy of Malawi.

The Commission found that the proposed transaction represents a vertical merger combining an upstream wholesale infrastructure provider with a downstream retail telecommunication operator. While horizontal concentration remains unchanged, the merger alters operational dynamics by placing essential fiber assets under the control of a direct downstream competitor. This introduces key risks of input foreclosure, non-price discrimination, loss of OCL's neutral open-access framework, and potential misuse of competitors' traffic data. However, the integration generates operational efficiencies, lowers distribution costs, and secures needed capital to upgrade failing network infrastructure.

The Commission found that the most critical public interest consideration is saving a failing firm. OCL is facing severe financial distress, negative working capital, and operational strain that threatens the maintenance of critical national telecommunications infrastructure. The acquisition provides essential recapitalization, prevents asset collapse, preserves approximately 40 jobs, and supports digital infrastructure development without imposing adverse fiscal burdens on the state.

Following deliberations, the Commission made the following Orders:

- i. TNM should maintain the open access and neutrality features of the wholesale fibre network by operating wholesale and retail functions as separate entities with independent board oversight.**
- ii. TNM should not engage in discriminatory pricing or anti-competitive conduct toward competitor operators relying on the acquired wholesale network.**
- iii. TNM should absorb and maintain OCL's current employment levels.**
- iv. TNM should remain under regulatory surveillance by the Commission for a period of three years under a formal Memorandum of Understanding (MoU) to monitor compliance.**

2.2. Proposed Acquisition of Libertas General Insurance by Victoria Forex Bureau Limited

The Commission considered an application from Libertas General Insurance Company regarding the proposed acquisition of its business by Victoria Forex Bureau Limited. The transaction involved the acquisition of 99% of the issued share capital of Libertas by Victoria Forex Bureau.

According to Section 35(1) and Section 35(2)(a) of the Competition and Fair Trading Act (CFTA), this transaction constituted a merger. Therefore, the Commission instituted investigations to assess the transaction's impact on competition and the Malawi economy.

After its assessment, the Commission considered that the post-merger the structure of the relevant market will not be affected by the proposed transaction as the merging parties' activities are entirely distinct.

The Commission noted that the transaction will not change the existing market structure and will not lead to the creation of a dominant player. Further, the investigation did not register any negative public concerns against this transaction.

Following deliberations, the Commission authorized the acquisition of Libertas General Insurance Company by Victoria Forex Bureau Limited.

2.3. Alleged Anti-Competitive Business Practices and Abuse of Dominance by MASM

The Commission launched an investigation regarding alleged anti-competitive business practices and misuse of market power by the Medical Aid Society of Malawi (MASM), following a complaint brought by a group of private clinics.

The Complainants alleged that the Respondent, as a dominant provider of health insurance services and a vertically integrated provider of healthcare services through MASM Medi Clinics, establishes conditions that govern the participation of independent healthcare providers in its medical scheme. According to the Complainants, the Respondent's dual role as both a medical insurance provider and a competing healthcare service provider creates a conflict of interest, enabling it to favor its own clinics to the detriment of independent healthcare providers.

The Commission assessed the matter under Sections 28(1) and 28(2)(c) of the CFTA.

After assessing the matter, the Commission found that while the Respondent holds a dominant market position in the health insurance industry, there was insufficient evidence to establish that the Respondent's restrictions on maternity services, classification of healthcare providers, tariff determination, alleged differential tariffs, or payment practices amounted to an abuse of dominance.

Furthermore, the Commission found that the Respondent's imposition of an annual subscription fee as a condition for network participation does not have the effect of impeding the maintenance and development of effective competition in the medical health

services sector. Consequently, this practice does not constitute an abuse of dominance contrary to Section 28(1) of the CFTA.
