

# Unknown vs And on 4 June, 2026

COMPETITION COMMISSION OF INDIA  
Case No. 01 of 2026

In Re:  
Dinesh Kumar Dadsena,  
Chichola, District Rajnandgaon,  
Chhattisgarh, India, Pin: 491557

And  
Whitesheep Technology Pvt. Ltd.  
F-76-A, 1st Floor, Eternity Mall, Teen Hath Naka,  
L.B.S. Marg, Thane West,  
Thane, Maharashtra-400604

Oppo

CORAM:  
Ms. Ravneet Kaur  
Chairperson

Mr. Anil Agrawal  
Member

Ms. Sweta Kakkad  
Member

Mr. Deepak Anurag  
Member

Order under Section 26(2) of the Competition Act, 2002

1. The present Information has been filed by Dinesh Kumar Dadsena ('Informant') under Section 19(1)(a) of the Competition Act, 2002 ('Act') against Whitesheep Technology Pvt. Ltd. ('InVideo AI'/'Opposite Party'/'OP') inter alia alleging contravention of provisions of Section 4 of the Act.

2. As per the Information, the Informant has submitted that:

2.1 He is a paid subscriber and active user of InVideo AI. It is a cloud-based digital video generation and translation platform operated by OP. Although the OP presents itself as a globally recognized AI service provider with "international operations"; all the payments, customer support and grievance mechanism function solely through its Indian entity. Hence, OP creates a misleading perception about its global image.

2.2 On 15.09.2025, the Informant encountered a server malfunction in the OP's automated translation feature which is a core component required for multilingual content creation. The same was immediately reported by the Informant to the OP and multiple follow-ups were made to seek resolution. The OP consistently responded after delays of 8-12 hours, with evasive replies.

2.3 On 19.09.2025, the OP acknowledged the malfunction and promised a total of 100 AI minutes, 50 minutes for September and 50 minutes for October, as compensation for the losses and to discourage the Informant from escalating the matter to the consumer forum. However, the OP credited only 75 minutes and the remaining 25 minutes were denied.

2.4 During a follow-up regarding the non-credit of 25 AI minutes on 17.10.2025, the OP stated to the Informant that he was the only consumer in India facing this issue.

Instead of rectifying the defect, the OP unilaterally cancelled the subscription of the Informant despite substantial unused paid AI minutes remaining.

2.5 Although a partial refund of Rs.5000/- was later issued to the Informant, the lost AI minutes and disrupted projects were not restored which resulted in direct economic loss, inability to use previously created content, and forced re-entry costs.

3. The Informant has delineated the relevant market as "the market for AI-powered, cloud-based video creation, editing, and translation platforms available to consumers and digital creators in India." As per the Informant, this market is distinct from traditional non-AI video editing software, offline video editing tools, and general-purpose AI models. Platforms such as InVideo AI combine AI-driven content generation, automated translation, cloud-based rendering, and subscription-based access into a single integrated offering, thereby forming a separate and clearly identifiable relevant product market. The Informant further submitted that the OP enjoys dominance in the relevant market due to its brand visibility, network effects, switching barriers, and user dependence on its proprietary cloud system.

4. In view of the above facts, the Informant alleged that:

4.1 The OP, inter alia, unilaterally cancelled a valid and paid subscription of the Informant without obtaining consent. The OP denied the Informant access to 145 unused AI minutes remaining in the account which were already paid for by the Informant. Such conduct is arbitrary, one-sided, and exploitative in nature and squarely falls within the mischief of unfair and discriminatory conditions prohibited under Section 4(2)(a)(i) of the Act.

4.2 The OP disabled the translation feature due to unresolved malfunction, delayed resolution by approximately 8-12 hours per support response, and cancelled the entire subscription while the Informant was actively using the service. Hence, the OP has unlawfully limited and restricted the provision of services which is in violation of Section 4(2)(b)(i) of the Act.

4.3 The OP, by unilaterally cancelling the Informant's subscription despite the Informant's subsisting paid minutes and ongoing requirement, has denied market access to the Informant. By denying access to tools essential for digital creators, the

OP has effectively limited the Informant's participation in the relevant market in contravention of Section 4(2)(c) of the Act.

4.4 The OP made misleading statements, asserting that the Informant was "the only consumer in India facing this issue," thereby discouraging the Informant from approaching consumer authorities. Hence, the OP has abused its dominant position and manipulated the Informant, in violation of Sections 4(2)(a) and 4(2)(e) of the Act.

4.5 The OP's exploitative conduct has resulted in direct economic loss and serious prejudice to the Informant. The Informant has also suffered disruption of professional workflow, as well as stress, harassment, and emotional distress caused by evasive and dilatory support practices. Such conduct falls squarely within the ambit of abuse of dominant position under Section 4 of the Act.

5. The Informant also stated that prior to approaching the Commission, the Informant exhausted all available pre-litigation administrative remedies, including escalation through the National Consumer Helpline ('NCH'), Government of India. Due to the OP's continued non-

cooperation and silence, the NCH formally advised the Informant on 03.12.2025 to approach the appropriate Consumer Commission for adjudication.

6. The Informant, inter alia, has sought the following reliefs:

(a) To order an investigation under Section 26(1) of the Act by directing the Director General ('DG') to conduct a detailed inquiry into the OP's conduct;

(b) To impose an appropriate penalty upon the OP;

(c) To direct the OP to cease and desist from engaging in any further unfair,

discriminatory, or abusive practices, including service denial, selective compensation, evasive communication, and unilateral subscription cancellations;

(d) To direct the OP to maintain transparent, fair, and non-discriminatory service practices for all Indian users; and

(e) To pass such other order(s), directions, or reliefs as the Commission may deem fit in the interest of justice, fair competition, and consumer protection.

7. The Commission considered the Information in its ordinary meeting held on 22.04.2026 and decided to pass an appropriate order in due course.

8. The Commission perused the Information along with the attached documents in detail and noted that the Informant is inter alia aggrieved by the OP's exploitative conduct which is stated to be

arbitrary, one-sided, unfair and discriminatory. It is alleged by the Informant that the conduct of the OP has limited / restricted the provision of services and denied market access to the Informant which has resulted in direct economic loss and disruption of professional workflow. The Informant has alleged that the conduct of OP falls within the ambit of Section 4 of the Act.

9. Considering the facts and circumstances of the present case and allegations levelled therein, the Commission observes that such issues appear to be in the nature of dispute, if any, between concerned/relevant parties which ipso facto does not require intervention of the Commission. Hence, the Commission is of the view that the issues raised in the instant matter do not raise any competition concern and remedy(ies), if any, may lie before an appropriate forum elsewhere.

10. Accordingly, the Commission finds that no prima facie case of contravention of the provisions of Section 4 of the Act is made out against the OP in the instant matter. The Information is closed forthwith in terms of the provisions contained in Section 26(2) of the Act.

11. The Secretary is directed to communicate to the Informant, accordingly.

Sd/-

(Ravneet Kaur) Chairperson Sd/-

(Anil Agrawal) Member Sd/-

(Sweta Kakkad) Member Sd/-

(Deepak Anurag) Member New Delhi Date: 04/06/2026