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Algorithmic Monetisation and Pricing Arbitrage in Multi-Sided Platforms: A Critical Analysis of the CCI's View on Platform Fees and Exploitative Dominance in Online Food Delivery

Nidhi Sharma[1], Dr. Shalini Kashmiria[2]

[1]Research Scholar, Department of Laws, Himachal Pradesh University, Shimla, Himachal Pradesh, India.

Email Id: advocate_nidhisharma@rediffmail.com

[2]Senior Assistant Professor, Department of Laws, Himachal Pradesh University, Shimla, Himachal Pradesh, India.

Email Id: kashmiria79@gmail.com

ABSTRACT

Multi-sided digital platforms complicate competition-law analysis because they coordinate interactions among several groups while allocating prices and costs across them. In online food delivery, platforms may charge consumers delivery and platform fees, collect commissions from restaurants and sell advertising or enhanced visibility. These arrangements raise questions about whether the combined economic burden of platform participation is adequately captured by examining each charge separately.

This case comment examines the Competition Commission of India's (CCI) approach to these issues, focusing on its order in R. Suresh v Eternal Limited, which almost settled allegations concerning Zomato's platform fees, delivery charges, menu-price differences and alleged drip pricing. The Commission found no prima facie contravention of Sections 3 or 4 of the Competition Act, 2002, emphasising the additional services involved in online delivery and consumers' ability to reject an order before placing it.

The paper argues that the Commission's decision is defensible on the limited evidence presented, but that multi-sidedness and service differentiation should not themselves preclude scrutiny of a platform's overall pricing architecture. It distinguishes dominance from abuse, consumer-protection concerns from competition-law violations and preliminary findings from final determinations. It proposes a structured inquiry into market power, aggregate prices, commission pass-through, disclosure, competitive alternatives and the costs and value of platform services. The framework is intended to distinguish legitimate monetisation from potentially unfair conduct without treating platform fees or price differences as inherently abusive.

Keywords: multi-sided platforms; platform fees; drip pricing; exploitative abuse; Section 4; Competition Act 2002; online food delivery; pricing arbitrage; CCI; Zomato.

INTRODUCTION

Online food-delivery platforms do more than transmit orders between restaurants and customers. They organise discovery, payment, delivery and in certain cases does advertising and promotional visibility. Their revenue may be drawn from several participants in the same transaction. Consumers encounter menu prices, delivery charges, platform fees and taxes, while restaurants may pay commissions and incur promotional costs. The economic burden associated with a transaction is therefore distributed across a structure that is not always visible from any single price.

This structure presents a challenge for competition law. A restaurant may set the menu price displayed on an application, but its decision may take account of platform commissions and other costs. The platform may separately charge the consumer for delivery and access. Some differences between an app-based order and a direct purchase will reflect genuine differences in services, convenience and costs. Others may reflect the way charges are allocated across participants or the limited alternatives available to them. The existence of a difference, however, does not itself establish which explanation is correct.

This paper uses **pricing arbitrage** as an analytical term for the monetisation of differences across sales channels, participant groups and pricing components. The usage is broader than the conventional sense of buying and reselling an asset to profit from a price difference. It does not presume wrongdoing or imply that every difference between online and offline prices is attributable to a platform. Its purpose is to make the relationship among charges visible enough to assess their competitive significance.

The legal question is narrower. Section 4 of the Competition Act, 2002 prohibits abuse of a dominant position; it does not prohibit dominance as such. An exploitative-pricing claim must therefore address the relevant market, the enterprise's position in that market and the nature of the allegedly unfair or discriminatory price or condition. The analysis must also distinguish a competition-law claim from a consumer-protection

complaint about how prices are disclosed. The distinction between dominance and its abuse and the treatment of unfair or discriminatory conditions or prices follows Section 4 of the Competition Act, 2002.[1]

The CCI's order in *R. Suresh v Eternal Limited*, formerly Zomato Limited, provides the central case study. The informant compared the price of a food item purchased directly from a restaurant with the higher total paid for an online order. The complaint challenged the combined effect of menu-price differences, delivery charges, a platform fee and alleged drip pricing. The Commission found no *prima facie* case, noting that online delivery involved additional services and that the comparison concerned a single low-priced item. It also reasoned that consumers could accept or reject the order before placing it.[2]

The order raises a question: **when, if at all, do layered platform charges and progressively disclosed prices warrant investigation as exploitative abuse?** This paper answers through doctrinal analysis of the Act and selected CCI orders, informed by platform economics and comparative regulatory materials. It argues that the *Suresh* outcome is defensible on the limited material before the CCI, but that its reasoning should not be read as a general rule that additional services justify all associated fees or that a final opportunity to cancel necessarily establishes meaningful choice.

The paper proceeds in five stages. It first explains the economic structure of multi-sided platforms and clarifies the uses and limits of pricing arbitrage. It then sets out the statutory distinction between dominance, exploitative conduct and exclusion. Next, it analyses *Suresh* alongside earlier food-delivery proceedings. Finally, it proposes an evidentiary framework and considers proportionate remedies.

I. MULTI-SIDED PLATFORMS AND PRICING ARCHITECTURE

A. Cross-side effects and participation

Food-delivery platforms connect consumers, restaurants and delivery partners. The attractiveness of the platform to each group may depend in part on participation by the others: consumers value restaurant choice and delivery availability; restaurants value access to potential customers; and delivery partners depend on order opportunities. These relationships can make it necessary for a platform to consider participation on several sides when designing its pricing structure.

Economic analysis of two-sided markets examines how platforms allocate prices between user groups and how that allocation affects participation and surplus. A low price on one side may coexist with a higher price on another. Consequently, an assessment confined to one fee may miss the relationship between that charge and the platform's broader business model. This does not mean that cross-side pricing automatically justifies any particular fee; it means that an assessment of fairness should identify the services, costs and constraints associated with the pricing structure as a whole.[3]

Network effects are also relevant to market power, but they do not establish it by themselves. A platform with many restaurants may be attractive to consumers, while a large consumer base may attract restaurants. Whether these effects allow the platform to act independently of competitive constraints depends on the effectiveness of rival channels, users' ability to switch and the particular market being examined.

B. Multi-homing, switching costs and dependence

Multi-homing refers to participation on more than one platform. A restaurant may list on competing applications, while consumers may keep several applications on their phones. This is relevant evidence of alternatives, but it is not conclusive evidence that those alternatives are equally effective.

A restaurant could use more than one platform while still relying substantially on a particular platform for access to a group of customers. A consumer could install several applications but find that restaurant availability, delivery coverage or prices differ across them. Switching may also involve practical costs, including the need to rebuild visibility, learn a different interface, manage separate contracts or repeat a search and ordering process.

Economic modelling shows that participation choices and prices on the two sides of a platform are interdependent. It also shows why the effects of multi-homing cannot be inferred solely from the fact that users participate on multiple platforms. In a competition inquiry, the relevant question is whether alternative channels provide a meaningful constraint in the circumstances under examination.[4]

C. Algorithmic monetisation

For this paper, *algorithmic monetisation* refers to the use of automated or data-driven systems to organise transactions and generate revenue. The term encompasses more than automated price setting. Depending on the platform and the evidence available, relevant functions may include calculating delivery charges, allocating discounts, ranking restaurants, displaying sponsored results and organising recommendations.

It is useful to distinguish four practices. **Algorithmic pricing** uses software to assist in determining a price. **Dynamic pricing** involves variation according to changing circumstances, such as demand or delivery conditions. **Personalised pricing** involves tailoring prices or offers to particular users or categories of users. **Algorithmic ranking** determines the order or prominence in which options are displayed.

These distinctions matter because the legal and evidentiary questions differ. A delivery fee that varies with distance may reflect operational conditions; a

[1] The Competition Act, No. 12 of 2003, s. 4.
[2] R. Suresh v. Eternal Ltd. (formerly Zomato Ltd.), Case No. 22 of 2026, order dated 23 July 2026, Competition Commission of India, paras 18-24.
[3] Jean-Charles Rochet & Jean Tirole, "Platform Competition in Two-Sided Markets", 1(4) *Journal of the European Economic Association* 990 (2003).
[4] Thomas D. Jeitschko & Mark J. Tremblay, "Platform Competition with Endogenous Homing", 68 *International Economic Review* (2020).

personalised offer would require evidence about differential treatment of users; and paid prominence would raise questions about disclosure and access to demand. The use of an algorithm does not itself establish that a practice is unfair, discriminatory or exclusionary. Nor does the *Suresh* order establish that Zomato engaged in personalised pricing or abusive algorithmic ranking. Those matters must remain hypotheses unless supported by evidence.

D. Channel differences, fee fragmentation and pass-through

The price of an app-based order can differ from the price of a direct purchase for several reasons. Online delivery may include logistics, payment processing, customer discovery and other services. The restaurant may also price its app menu differently, potentially taking commissions or other costs into account. These possibilities must be examined rather than assumed.

A distinction is between **fee fragmentation** and **drip pricing**. Fee fragmentation describes the division of a total price into components, such as food, delivery, platform fee and tax. Such division may help users understand what they are paying for. Drip pricing concerns the progressive revelation of additional mandatory charges during the purchasing process. A fragmented price is not necessarily a dripped price; the timing and manner of disclosure matter.

The analysis must also avoid **double-counting**. A restaurant commission is a source of platform revenue, but some or all of its economic incidence may be reflected in the restaurant's menu price. Adding the full commission to the consumer's final checkout price would count any already-passed-through amount twice. Conversely, attributing the whole difference between direct and app prices to commission would overlook other restaurant decisions and service costs. The extent of pass-through requires evidence about comparable transactions and pricing behaviour.

II. STATUTORY FRAMEWORK: DOMINANCE, EXPLOITATION AND EXCLUSION

A. Dominance and unfair pricing under Section 4

Section 4 distinguishes possession of a dominant position from its abuse. The statutory definition concerns a position of strength in a relevant market in India that enables an enterprise to operate independently of competitive forces or affect competitors, consumers or the relevant market in its favour. Section 4(2)(a) addresses the direct or indirect imposition of unfair or discriminatory conditions or prices.[5]

The first analytical step is therefore not to ask whether a fee appears high, but to identify the relevant market and assess the enterprise's position within it. In online food delivery, product-market analysis may require consideration of how consumers and restaurants view direct ordering, rival applications and other means of accessing delivery. Geographic analysis may require attention to the availability of restaurants and delivery services at the customer's location. A platform's national presence does not eliminate the need to examine whether competitive conditions differ across areas.

Section 19 provides factors relevant to dominance and market definition. The significance of market share, competitors, entry barriers, consumer dependence and other factors must be assessed in context. Network effects, data and infrastructure may be relevant, but their existence is not a substitute for showing how they affect competitive constraints.[6]

Once dominance is established, the question becomes whether the challenged conduct falls within Section 4. A high charge, a price increase or a difference between channels does not automatically establish unfairness. The inquiry should consider the nature of the service, costs, suitable comparators, market conditions and the evidence supporting the alleged abuse. In a platform setting, it must also consider whether a charge on one side is connected to revenue or expenditure on another.

B. Consumer choice and disclosure

Consumer choice has both formal and practical dimensions. A user may be legally free to abandon an order, but the practical significance of that freedom depends on when the total price becomes visible and what is involved in comparing another option. A consumer who has already selected a restaurant and assembled a basket may have to repeat those steps elsewhere to compare final prices.

That possibility is not, by itself, proof of harm. It identifies questions for evidence: when are mandatory charges displayed; are they predictable; can users compare totals without repeating substantial steps; and are viable alternatives available? A competition-law theory would additionally have to establish the statutory requirements, including dominance and the unfairness or discriminatory character of the challenged conduct.

Consumer-protection law addresses a related but distinct concern. India's guidelines on dark patterns identify drip pricing, including circumstances in which price elements are not revealed upfront. A disclosure practice may therefore merit examination under consumer law even where dominance has not been established or a Section 4 claim fails. The two frameworks may address the same interface, but they should not be collapsed into a single test.[7]

C. Exclusionary conduct and Section 3 agreements

Exploitative and exclusionary theories may overlap, but they are not interchangeable. An exploitative theory focuses on the conditions imposed on users or trading partners. An exclusionary theory examines conduct that impairs rivals' or other participants' access to competition.

Section 4(2)(c) addresses practices resulting in denial of market access, while Section 4(2)(e) addresses use of

[5] The Competition Act, No. 12 of 2003, s. 4.
[6] The Competition Act, No. 12 of 2003, s. 19.
[7] Guidelines for Prevention and Regulation of Dark Patterns, 2023, Gazette of India, Extraordinary, Part III, Section 4, dated 30 November 2023.

dominance in one relevant market to enter into or protect another. A leveraging theory therefore requires identification of both the market in which dominance is alleged and the other market involved. These provisions remain subject to their statutory prerequisites, including dominance.[8]

Agreements between platforms and restaurants may also raise issues under Section 3. The inquiry into an agreement's competitive effect is distinct from an allegation that an enterprise has abused dominance. A contractual restriction is not unlawful merely because it exists: its operation, market context, possible foreclosure and justifications require examination.

The relationship between exclusion and exploitation is a hypothesis worth investigating. If a contractual restriction or visibility practice weakens the alternatives available to restaurants, it may also reduce competitive pressure on a platform's terms. But that connection requires evidence; it cannot be inferred from the presence of a commission, a ranking system or an agreement alone.

III. THE CCI'S FOOD-DELIVERY PROCEEDINGS

A. *R. Suresh v Eternal Limited*: facts and allegations

In *Suresh*, the informant placed an order for Ghee Pongal through Zomato and later purchased the same item directly from the restaurant. The direct purchase cost ₹105, including GST. The online order cost ₹198, comprising a displayed food price of ₹123.50, a ₹43 delivery-partner fee, a ₹14.90 platform fee and ₹16.60 in additional taxes.[9]

The informant alleged that restaurant commissions contributed to higher app-menu prices and that the consumer consequently faced overlapping charges through the menu price, delivery fee and platform fee. The information also challenged the increase in the platform fee and alleged drip pricing. These were allegations placed before the CCI, not established findings that the restaurant had passed through a particular commission or that the platform had imposed an excessive price.[10]

The comparison was useful because it identified the components of a real transaction. Its limitation was equally important: the online transaction included delivery and other services not present in the direct purchase. The record described in the order involved one food item, not a systematic comparison across restaurants, order values, locations or time periods.

B. The Commission's reasoning and procedural disposition

The CCI considered that platform fees, delivery fees and related charges were principally allegations of unfair prices or charges that could be examined under Section 4. It therefore considered that no further Section 3 analysis was required on the facts before it. [11]

On the price difference, the Commission observed that online food delivery involved additional services, including platform and delivery services. It described the platform as multi-sided: consumers paid platform and delivery fees, while restaurant partners paid commissions. The Commission recognised that restaurants might shift commission costs to consumers through menu prices but considered the online and direct-purchase models different.[12]

The CCI also noted that the informant had selected one relatively low-priced item. A delivery charge of the same amount would represent a smaller percentage of the total for a more expensive order. On drip pricing, the Commission stated that additional charges were associated with additional services and that consumers could accept or reject the order until the point of placing it.[13]

The Commission did not delineate a precise relevant market. It found no *prima facie* contravention of Sections 3 or 4 and closed the information under Section 26(2); the request for interim relief was also rejected. The distinction is that the order records a preliminary decision not to investigate on the information presented. It does not establish that the platform was dominant, nor does it determine that every fee or pricing practice in every transaction is fair.[14]

C. Earlier consumer-side complaints

The CCI's earlier decision in *Lalit Wadher v Zomato Ltd* concerned allegations about app prices, delivery and platform charges, and a default tip. The Commission found that the tip was optional and that the option not to pay was visible. It did not delineate a precise relevant market and found no *prima facie* Section 4 case. The decision illustrates why the actual interface and the evidence before the Commission matter: a charge should not be assumed to be mandatory merely because it appears in an order flow.[15]

In *Prachi Agarwal's case*, the CCI considered concerns about prices on Swiggy and accepted the platform's submission that restaurants set menu prices. The order also recorded Swiggy's account of merchant price-parity terms. Those observations do not establish that Swiggy fixed restaurant prices. They do, however, illustrate why the identity of the formal price-setter and the influence of contractual terms are separate questions.[16]

D. Restaurant-side agreements: the NRAI matter

The CCI's order in the National Restaurant Association of India matter examined allegations against Zomato and

[8] The Competition Act, No. 12 of 2003, ss. 4(2)(c), 4(2)(e).
[9] *R. Suresh v. Eternal Ltd. (formerly Zomato Ltd.)*, Case No. 22 of 2026, order dated 23 July 2026 (CCI).
[10] *Id* at paras 6–11.

[11] *Id* at paras 23–24.

[12] *Id* at paras 18–20.

[13] *Id* at paras 21–22.

[14] *Id* at paras 23–24.

[15] Lalit Wadher v. Zomato Ltd., Case No. 27 of 2024, order under s. 26(2), Competition Commission of India.
[16] Prachi Agarwal v. Bundl Technologies Pvt. Ltd. (Swiggy), Case No. 39 of 2019, Competition Commission of India.

Swiggy concerning restaurant-side practices. The CCI directed an investigation into specified conduct under Section 3, including price-parity arrangements. It considered that the clauses before it appeared to impose wide restrictions on restaurants' ability to offer lower prices or higher discounts through other channels and could create barriers for competing platforms.[17]

The theory is relevant to pricing arbitrage. If a lower-commission platform cannot enable a restaurant to offer a lower price through that channel, the restaurant may have less opportunity to pass savings to consumers. An entrant may also find it harder to compete on commission. Whether a particular agreement produces those effects depends on its terms, coverage, market context and any efficiencies.

The NRAI order also considered allegations concerning preferential arrangements, exclusivity and delivery services. It distinguished conduct warranting investigation from allegations that did not appear *prima facie* to affect competition on the material before it. The Commission expressly stated that its observations were not a final expression of opinion on the merits. The order did not establish a Section 4 abuse of dominance.[18]

The two procedural responses should therefore be read together but not treated as inconsistent final judgments. *Suresh* concerned a consumer's allegations and a limited price comparison; the NRAI order concerned specified restaurant-side agreements and directed investigation. Together, they show why consumer charges and restaurant conditions can be connected analytically while requiring distinct legal and evidentiary treatment.

IV. CRITICAL ANALYSIS OF THE *SURESH* APPROACH

A. The strength of service differentiation

The CCI was right to question a direct comparison that treated the delivered and non-delivered transactions as economically identical. A delivery platform coordinates services that a direct restaurant purchase may not include. A consumer who orders online may value convenience, payment processing, discovery and delivery. It would be unsound to infer abuse merely from the fact that the final delivered price exceeds the direct-purchase price.

The single-item nature of the comparison also limits what can be inferred. The effect of a delivery charge on the percentage difference between two transactions depends on the order value. A low-value order may produce a large percentage difference even when the absolute delivery charge is unchanged. A broader inquiry would require observations across order values and transaction conditions.

The Commission's conclusion that the information before it did not warrant investigation is therefore defensible. The critical concern is not that the CCI was obliged to find abuse on the facts presented, but that certain parts of its reasoning could be read too broadly if detached from that procedural setting.

B. Service labels do not settle aggregate fairness

The existence of an additional service does not necessarily establish that every associated charge is fair or that separately labelled fees remunerate distinct activities. A platform fee, a delivery fee and a commission may compensate for different functions, but that proposition requires examination of the services and costs to which they relate.

The CCI's acknowledgement that restaurants may shift commission costs into menu prices makes the relationship especially important. If pass-through occurs, consumers may bear part of the restaurant-side cost within the menu price while also paying separately displayed charges. That does not prove duplicate payment: a commission may fund services to restaurants that differ from those funded by a consumer fee. Nor does it establish the extent of pass-through in *Suresh*. It does, however, show why the components cannot be assessed solely by their labels.[19]

A fuller analysis would distinguish at least three questions:

What did the consumer pay? This is the final checkout total.

What revenue did the platform receive? This may include consumer charges and restaurant-side payments, subject to the relevant contractual arrangements.

Who ultimately bore each cost? This requires evidence about pass-through, restaurant pricing and alternatives.

Keeping these questions separate avoids both underestimating the cumulative burden and double-counting the commission.

C. The limits of cancellation as a measure of choice

The Commission treated the consumer's ability to reject the order before placing it as relevant to its assessment of drip pricing. That opportunity is important: a user who sees the final price before accepting can decide not to proceed. Yet the opportunity to cancel at the final step does not necessarily answer whether earlier comparison was practical.

The relevant issue is not simply whether an individual can exit, but whether the interface allows users to compare feasible alternatives at a point when comparison remains meaningful. A consumer may have invested time selecting a restaurant and items before encountering all mandatory charges. If comparable totals on other platforms require the same process, the practical cost of comparison may be greater than the final cancellation option suggests.

This is an evidentiary proposition, not a finding about Zomato's interface or consumer behaviour. It calls for evidence about the timing of disclosure, the predictability of charges, user behaviour and the alternatives available. It also remains necessary to distinguish a potentially misleading disclosure practice from a Section 4 abuse by a dominant enterprise.

D. Pricing algorithms and visibility

[17] National Restaurant Association of India v. Zomato Ltd. & Others, Case No. 16 of 2021, order under s. 26(1), 4 April 2022, para 86.

[18] Id at paras 93-98.

[19] supra note 9 ,para 19.

The title of this paper refers to algorithmic monetisation, but the *Suresh* order does not establish that a particular algorithm produced the challenged prices or that personalised pricing occurred. The analytical significance of algorithms lies in the possibility that automated systems may determine or influence the conditions under which prices and options are presented.

For example, an investigation into differential delivery charges would need to identify the relevant pricing rule and test legitimate explanations such as distance, demand or service conditions. An investigation into ranking would need to identify the criteria used, the relationship between paid promotion and prominence, and the treatment of comparable restaurants. A ranking difference may be consistent with relevance or quality; it is not inherently exclusionary.

The NRAI proceedings provide a reason to examine commercial relationships and access to demand, but the 2022 order was preliminary. It cannot be used as a final finding of abusive algorithmic discrimination.[20]

V. COMPARATIVE PERSPECTIVES

A. Data exploitation and the conditions of exchange

Competition proceedings concerning personal data demonstrate that the conditions of a digital-platform transaction may matter even where a user pays no monetary access price. In the German Facebook proceeding, the Bundeskartellamt challenged the combination of user data from different sources without the required consent. The authority later concluded the proceeding following measures intended to improve users' choices concerning data combination.[21]

India's WhatsApp/Meta proceedings provide a separate example. The CCI found an unfair condition concerning the 2021 privacy-policy arrangements and also made findings concerning market access and leveraging. On appeal, the National Company Law Appellate Tribunal upheld the unfair-condition and market-access findings but set aside the leveraging finding and a five-year data-sharing prohibition, while upholding the penalty and other specified remedies. A later clarification addressed the scope of retained directions. The appellate position should be verified again before publication.[22]

These proceedings support a limited analogy: a competition assessment may need to look beyond a headline monetary price to the conditions and burdens of an exchange. They do **not** establish that the legal analysis of data collection can simply be transferred to food-delivery fees. The conduct, markets, evidence and remedies differ.

B. Excessive pricing in multi-sided markets

A fee-related inquiry must examine monetary amounts, costs, revenue, service value and appropriate comparators. These matters can be difficult where a platform allocates prices across several user groups. Scholarship on excessive pricing in two-sided markets identifies the challenges of applying conventional tests to such a structure.[23]

This is a reason for caution in both directions. Examining one side in isolation may obscure the platform's economic model; treating the model as a complete defence may obscure the combined burden on users and trading partners. The appropriate response is an evidence-led inquiry that identifies the relationship between charges and services without assuming that cost allocation yields a single mechanically correct price.

C. The EU Digital Markets Act

The EU Digital Markets Act is an *ex ante* instrument imposing obligations on designated gatekeepers in relation to specified core platform services. Its provisions address matters including business-user alternatives, ranking and data-related practices. It does not apply to every digital platform merely because the platform intermediates transactions, and it is not a substitute for the statutory requirements of Section 4.[24]

Its comparative value is to frame policy questions: can business users reach customers through other channels; are ranking conflicts sufficiently transparent; and can users access or move data needed to switch? Any Indian obligation addressing those questions would need its own legal basis, defined scope and justification.

VI. A PROPOSED FRAMEWORK FOR PLATFORM-FEE REVIEW

The following framework is an analytical proposal, not an existing statutory test. Its purpose is to organise evidence while preserving the distinction between a preliminary inquiry and a finding of infringement.

1. Define the market and assess dominance

The first step is to identify the relevant product and geographic market. The inquiry should examine substitutes from the perspectives of both consumers and restaurants, including rival platforms and direct ordering where supported by evidence. It should consider the geographic limits of delivery and whether conditions differ across locations.

Dominance should then be assessed using the applicable statutory factors. Network effects, accumulated data, delivery infrastructure and financial resources may be

[20] supra note 17.

[21] Bundeskartellamt, Facebook: Exploitative Business Terms Pursuant to Section 19(1) GWB for Inadequate Data Processing, Decision B6-22/16, 6 February 2019; see also, Bundeskartellamt, "Facebook Proceeding Concluded", Press Release, 9 October 2023.

[22] In Re: Updated Terms of Service and Privacy Policy for WhatsApp Users, Suo Motu Case No. 01 of 2021, order dated 24 March 2021 (CCI).

[23] Ayata, "Old Abuses in New Markets? Dealing with Excessive Pricing by a Two-Sided Platform", World Competition (2020).

[24] Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on Contestable and Fair Markets in the Digital Sector (Digital Markets Act), OJ L 265/1 (2022).

relevant, but none should be treated as conclusive. Evidence of multi-homing should be examined alongside the actual effectiveness of alternatives.

2. Map the pricing architecture

The second step is to identify each relevant payment: menu price, platform fee, delivery charge, taxes, restaurant commission and relevant promotional or delivery payments. The inquiry should establish who sets each component, who receives it, when it is disclosed and what service is said to support it.

This mapping should distinguish the consumer's checkout total from platform revenue. It should also identify possible commission pass-through without adding the full commission mechanically to the consumer price.

3. Examine disclosure and comparability

The third step is to determine when mandatory charges become visible and whether users can compare the final cost across available alternatives. If a charge cannot be calculated at the first display because it depends on later information, the inquiry can examine whether its basis is explained and whether the total appears once the necessary information is available.

The same facts may be relevant to consumer law and competition law, but each framework has its own requirements. A failure of price transparency should not automatically be described as abuse of dominance.

4. Assess fairness through complementary benchmarks

The fourth step is to compare the challenged price or condition with the available evidence concerning costs, service value, margins and appropriate comparators. No single benchmark should be decisive.

A direct restaurant price may be useful, but it is imperfect if the online transaction includes delivery. Platform cost allocation may be informative, but shared costs and cross-side effects complicate attribution. Comparable transactions across restaurants, locations, order values and periods may help distinguish a systematic practice from an isolated difference.

The inquiry should also examine whether different charges fund distinct services or potentially overlap. The burden of showing unfairness cannot be replaced by an assumption that multiple charges are inherently duplicative.

5. Examine effects, alternatives and justifications

The final step is to consider the evidence of consumer choice, restaurant dependence, effective alternatives and any efficiencies associated with the conduct. Where relevant to the legal theory, the inquiry may assess whether a less restrictive arrangement could achieve the same objective.

A platform may have legitimate reasons to differentiate delivery fees, offer promotional services or set conditions designed to support its operations. Equally, the existence of a commercial explanation does not automatically resolve a statutory allegation. The legal conclusion must follow from the market, conduct and evidence assessed together.

This framework seeks to make scrutiny more complete without transforming the CCI into a general price regulator. It does not prescribe a uniform commission or platform fee, and it does not assume that every price difference warrants intervention.

VII. REMEDIES AND INSTITUTIONAL LIMITS

A. Evidence-gathering and case-by-case enforcement

Platform-fee cases may require evidence held by the platform or its restaurant partners: transaction records, agreements, pricing rules, cost allocations and information about the timing of disclosure. A single transaction may identify a question, as in *Suresh*, but it may not establish a platform-wide pattern or the economic cause of a price difference.

There are institutional risks on both sides. An inquiry based on too little information may miss cumulative effects or contractual constraints. An intervention that treats price differences as sufficient proof of abuse may interfere with legitimate pricing and investment. Targeted evidence-gathering is preferable to a presumption either for or against platform fees.

Market studies can assist by identifying sector-wide practices and gathering information without presuming that a particular enterprise has infringed the Act. The CCI's e-commerce market study provides institutional context for examining platforms and their contractual arrangements.[25]

B. Transparency and consumer protection

Where the principal concern is misleading or delayed disclosure, a consumer-protection response may be more direct than a dominance case. Possible measures include displaying the total of known mandatory charges as early as practicable, using consistent descriptions for fees and distinguishing optional payments from mandatory ones.

Where a charge depends on information supplied later, the platform could explain its basis before the final amount is calculated. Such a measure should be evaluated against the actual interface and applicable rules, rather than assumed necessary in every transaction.

The existing dark-pattern guidelines and a CCPA order concerning a retail platform illustrate consumer-protection attention to drip pricing and upfront disclosure. They do not, however, constitute a finding that a food-delivery platform is dominant or has violated Section 4.[26]

C. Platform-specific remedies

[25] Competition Commission of India, *Market Study on E-Commerce in India: Key Findings and Observations* (2020).

[26] Guidelines for Prevention and Regulation of Dark Patterns, 2023; see also, Central Consumer Protection Authority, Order relating to drip pricing, basket sneaking and disclosure practices, available at: https://consumeraffairs.nic.in (last visited Nov. 15, 2026).

Where an investigation establishes a relevant harm and the law permits intervention, remedies should address the mechanism identified. Potential measures could include meaningful disclosure of principal ranking factors, access to transaction data, portability, non-discriminatory treatment of comparable business users or limits on contractual restrictions affecting alternative channels.

The remedy should be proportionate. Disclosure of principal ranking factors need not require publication of an entire algorithm. A restriction on a parity clause should respond to the clause and competitive effect established, not presume that every contractual condition is harmful. A fee cap would require particular caution and evidence that a less intrusive remedy would be inadequate.

For eligible Section 3(4) and Section 4 matters, the Act also provides commitment and settlement mechanisms, subject to statutory and regulatory conditions. Commitments are offered after an investigation order and within the prescribed period before the party receives the Director General's report; settlement is available after receipt of the report and before the relevant final order, subject to the prescribed timing. These mechanisms do not dispense with the conditions for initiating the underlying inquiry.[27]

VIII. CONCLUSION

Multi-sidedness is essential to understanding food-delivery pricing, but it is not a complete answer to an allegation of exploitation. A platform may legitimately charge different participants for distinct services. At the same time, the relationship among consumer fees, restaurant commissions, menu prices and disclosure may warrant scrutiny where the evidence and statutory requirements support it.

The CCI's decision in *Suresh* can be defended on the limited comparison before it. A delivered meal and a direct restaurant purchase are not necessarily equivalent, and a single low-value order cannot establish a platform-wide abuse. The order should nevertheless remain a preliminary, fact-specific decision—not a general proposition that separately labelled charges are necessarily fair or that the ability to cancel at checkout resolves every question about informed choice.

A more complete assessment would identify the relevant market and dominance, map the entire pricing architecture, examine disclosure and alternatives, and assess costs, service value and possible commission pass-through. It would also avoid double-counting and distinguish allegations about algorithmic pricing or ranking from demonstrated conduct.

The approach is conditional. Neither a high fee nor a price difference proves abuse. Equally, the presence of an additional service does not end the inquiry. Competition law should intervene only where its statutory elements are met; where misleading disclosure is the principal concern, consumer-protection law may provide a more direct response.

[27] The Competition Act, No. 12 of 2003, ss. 48A-48B (as inserted by the Competition (Amendment) Act, No. 9 of 2023).