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COMPETITION COMMISSION OF INDIA

Case No. 07 of 2025

In Re:

Liberty Infospace Pvt. Ltd.

104, Shyama Prasad Mukherjee Road,
Room No. 304, 3rd Floor, Kolkata,
West Bengal – 700026

Informant

And

Alphabet Inc

1600, Amphitheatre Pkwy Mountain View,
CA, 94043-1351, United States,
CA 94043, USA

Opposite Party-1/OP-1

Google LLC

251 Little Falls Drive,
City of Wilmington, Country of New Castle,
Delaware 19808, United States of America

Opposite Party-2/OP-2

Google India Private Limited

No. 3, Old Madras Rd, Sadanandanagar,
Bennigana Halli, Bengaluru,
Karnataka – 560016, India

Opposite Party-3/OP-3

CORAM:

Ms. Ravneet Kaur
Chairperson

Mr. Anil Agrawal
Member

Ms. Sweta Kakkad
Member

Mr. Deepak Anurag
Member



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

1. The present Information has been filed by Liberty Infospace Private Limited (**'Informant'**) under Section 19(1)(a) of the Competition Act, 2002 (the '**Act**'), against Alphabet Inc (**'OP-1'**), Google LLC (**'OP-2'**), and Google India Private Limited (**'OP-3'**) (collectively '**Google**'), alleging contravention of the provisions of Section 4 the Act.
2. The Informant has stated that it is an unlisted private company incorporated under the Companies Act, 2013. It is also stated to be registered as a Micro Enterprise under the Ministry of Micro, Small and Medium Enterprise (**'MSME'**). It is stated to be, *inter alia*, engaged in the business of developing and maintaining a digital app named and styled as 'EasyDo Tasks-HRMS Payroll AI' (**'the HRMS App'**).
3. OP-1 is stated to be a multi-national conglomerate holding company. It is stated to have been created through restructuring of 'Google' on 02.10.2015 and became the parent company of Google and several former Google subsidiaries. OP-2 is stated to be a limited liability company incorporated in Delaware USA and a wholly owned subsidiary of OP-1. Some of the core products of Google, in particular its digital marketplace 'Google Play Store', are stated to be developed, provided and administered by OP-2. OP-3 is stated to be an indirect subsidiary of OP-2 (and an indirect wholly owned subsidiary of OP-1).
4. As per the Informant, the HRMS App was conceived in early 2021 by the Informant's sister-concern Liberty Highrise Private Limited (**'Liberty Highrise'**). It was initially put to captive use for automating the repetitive office managing tasks of Liberty Highrise. It is an all-in-one solution in automating HRMS, Attendance, Approval Management, Chat Messenger & Personal Life App etc. Further, all its modules are fully integrated within a simple and very popular chat UI that ensures easy use and eliminates the requirement of any training and demo.
5. The Informant has averred that after the initial conception of the HRMS App, the Informant came to be incorporated by the promoters of Liberty Highrise. The Informant was to further develop and refine the app and thereafter make it viable for third parties/ users who were to access the same through various digital marketplaces including the



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Apple 'App Store' and the 'Google Play Store'. Thus, the HRMS App grew in popularity amongst MSME Entrepreneurs/ CEOs & HODs for efficient office management.

6. As per the Information, on 11.02.2021, the Informant engaged the services of a third-party entity namely 'Devstree IT Services Private Limited' ('**Devstree**'), a company based in Ahmedabad, Gujarat, in order to carry out various ancillary works including development of a 'basic Chat Tab Module', 'Task Tab Module' etc. for the HRMS App. It was agreed that Devstree was to complete all the tasks necessary to ensure the launch of the said app on the Google Play Store on 20.04.2021. Accordingly, the HRMS App got listed on the Google Play Store in 2021. It is stated that there have been around 100+ active users of the app on Google Play Store and 16,000 downloads. However, on Apple App Store, there were only 10 downloads.
7. The Informant has stated that in the routine course, in order to have HRMS App listed on Google Play Store, the Informant had entered into the then prevailing 'Google Play Developer Distribution Agreement' ('**GPDDA**') whereby OP-2 was designated as the agent of the Informant. Accordingly, OP-2 acted as the marketplace service provider for the HRMS App through its digital marketplace Google Play. It is stated that on the Google Play Console, the developer account of the Informant was associated with the e-mail ID pasta.app.2020@gmail.com. As required by Google, at the time of enlisting the HRMS App, the Informant uploaded all necessary documents including certificate of incorporation, address proof, contact details and its unique Data Universal Numbering System Number ('**DUNS**').
8. However, it is alleged that on 26.06.2024, the Informant's Developer Account was terminated by Google without any prior notice or fair warning. The e-mail received by the Informant ('**Termination e-mail**') in this regard simply read *"Your Developer Account remains terminated due to prior violations of the Developer Program Policies and Developer Distribution Agreement by this or associated previously terminated Google Play Developer Accounts. Please do not attempt to register a new developer account. Any new accounts will be closed, and your developer registration fee will not be refunded."*



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9. It is stated that the Termination e-mail further prescribed that if the Informant felt that its account had been wrongly terminated, it can reach out to OP-2's 'Policy Support Team'. Accordingly, faced with the illegal termination in question and not knowing the exact reason for such termination, the Informant filed an appeal on 26.06.2024.
10. It is averred that since the precise reason for termination of the Informant was not mentioned in the Termination e-mail, the Informant also correspondingly undertook its own 'extra due-diligence' to find out any possible reason for the termination of its account. It is stated that upon internal enquiry and third-party enquiry with contractors/vendors etc., the Informant gathered from its third-party contractor Devstree that out of the 20 developers engaged by Devstree, the personal account of one developer Shri Dakshay Sanghvi being dakshaysanghvi4395@gmail.com had also been terminated by OP-2. It is also stated that the Informant had no privity of contract with Shri Dakshay Sanghvi and has never acted through or in connivance with his personal account before it was terminated. Thereafter, the Informant terminated its agreement with Devstree and as of now, has no connection with it.
11. The Informant has stated that *vide* e-mail dated 05.07.2024, OP-2 again issued a cryptic response to the Informant, stating that *"Thanks again for contacting the Google Play Team. I understand that you are looking for more information. As much as I'd like to help further, I've shared all details available to me regarding this matter. We recommend that you use an alternative method for distributing your apps in future. Thanks for your understanding."* The Informant states that this reply was even more cryptic than the original Termination e-mail and that OP-2 turned a deaf ear towards the explanations/materials furnished by the Informant in its defense. It is alleged that the sole intent of the reply in question seems to be denial of information and perpetuation of opacity in matters of termination of accounts.
12. It is stated that faced with annihilation from the Android Market, the Informant issued another e-mail on 05.07.2024 urging OP-2 to at least suggest the next recourse for ascertainment of facts or at least provide the next step of escalation. On not receiving any response, the Informant issued another e-mail on 05.08.2024 enumerating detailed facts



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and enclosing an appeal further explaining its position and appealing for re-instating its account.

13. It is stated that thereafter, OP-2 replied *vide* final e-mail dated 06.11.2024, stating *“Thanks again for contacting the Google Play Team. After review of your appeal, we’re unable to re-instate your Google Play Developer Account. We can confirm that we have found strong indications that your Developers Account is sharing information with or is related to, other Developer Accounts that have been terminated from Google Play for violating Google’s policies. As we have previously explained, in order to prevent bad-faith developers from gaming our systems and putting our users at risk in the process, we cannot share the reasons we’ve concluded that one account is related to another.”*
14. The Informant has alleged abuse of dominance by Google in unilateral termination of its developer account, without assigning any specific reasons.
15. The Informant has also submitted that the sum and substance of the dispute in the present case pertains to the illegal suspension of the Informant’s developer account on the mobile app store of OP-2 namely the Google Play Store which is a digital marketplace for apps meant for the Android operating system (‘OS’). It is further stated that the app store of OP-2 *viz.* the Google Play Store has been offering apps for the Android OS since 2003. It is stated that formerly known as the ‘Android Market’, in the year 2021, the same was integrated into Google Play and was christened as the ‘Play Store’. As per the Informant, it is a well-known fact that Google Play Store is a widely preferred play store amongst users therefore, relying on factors stated under Section 19(7) of the Act as well as the Commission’s decisions passed in Case No. 39 of 2018 titled *Umar Javeed and Others v. Google LLC and Others* (‘**Google Play Case**’), and Case No. 07 of 2020, 14 of 2021 and 35 of 2021 titled *XYZ (Confidential) v. Alphabet Inc and Others* (‘**Alphabet Case**’), the Informant submitted the relevant product market in the present case as the ‘*market for app store for Android Smart mobile OS*’.
16. Relying upon the Commission’s afore-mentioned decisions and factors stated under Section 19(6) of the Act, as well as an article dated 18.08.2022 published in the Hindustan Times titled *“Google Play after 10 years: 200% increase in monthly active users for Indian Apps”*, it is stated that apps developed in India have increased on Play Store and

that India is one of the top downloaders of apps and games in the world. Therefore, the Informant has submitted that Google has India-specific initiatives from time to time, and accordingly the relevant geographic market in the present case be delineated as '*India*'.

17. Therefore, the Informant proposed the relevant market in the present case as the "*market for app store for Android Smart mobile OS in India*".
18. Relying upon the Commission's afore-mentioned decisions as well as factors stated under Section 19(4) of the Act, it is stated that Google is in a dominant position. It is also stated that Google itself, in Competition Appeal (AT) No. 01 of 2023 titled *Google LLC and Others v. Competition Commission of India and Others*, conceded in this regard, which is noted at Para 78 of the Hon'ble NCLAT order dated 29.03.2023: "*No submission has been advanced before us questioning the finding of dominance recorded by the Commission.*" Apart from such findings, reliance in this regard has also been placed by the Informant on an article titled "*Top Google Play Store Statistics, 2024 – Exploring the Key Insights*" to submit that the dominant position of Google Play Store remains unaltered even in the year 2024.
19. It is alleged by the Informant that, *firstly*, it was made to enter into one-sided and dotted GPDDA by Google in order to get its HRMS App listed on Google Play Store.
20. *Secondly*, clause 10 of the GPDDA, which pertained to termination thereof, stated at 10.3 that prior to termination of the GPDDA, a 30 day or more notice was necessary. Termination of a Developer's Account on Google Play Console amounts to termination of the GPDDA itself. As such, as per the Informant, while terminating the Developer Account *i.e.* GPDDA of the Informant, no such notice was given to it by Google, which again amounts to abuse of dominance.
21. *Thirdly*, the Informant alleged that under clause 4.1 of the GPDDA, the Informant was required to adhere to the Google Play Developer Program Policies ('**GPDPP**') of OP-2. Like the GPDDA, even these policies were also standard documents and consent to adhere to these policies was mandatory for any app to be listed on Google Play Store.

22. *Fourthly*, as per the Informant, termination of its Developer Account by OP-2 amounted to an ‘Enforcement Action’ which is governed by the Enforcement Policy (‘**Enforcement Policy**’) of OP-2. Under the Enforcement Policy, only repeated or serious violations (such as malware, fraud, and apps that may cause user or device harm) requires termination of individual or related Google Play Developer Accounts.
23. Further, the Informant has stated that a bare perusal of Google’s Enforcement Policy indicates that while reviewing accounts for determining the illegality or violation by any account, relevant information such as account information (for example, past history of policy violations), any third-party code in apps, and other information provided through reporting mechanisms (where applicable) and own-initiative reviews are taken into consideration. Further, ‘Enforcement Actions’ such as termination of developer account on the Google Play console are to be inflicted only if the said account violates any of the GPDPP.
24. In particular, it has been, *inter alia*, stipulated in the said Enforcement Policy that:
- “If your app or developer account violates any of our policies, we’ll take appropriate action as outlined below. In addition, we’ll provide you with relevant information about the action we’ve taken via email along with instructions on how to appeal if you believe we’ve taken action in error. Please note that removal or administrative notices may not indicate each and every policy violation present in your account, app, or broader app catalog. Developers are responsible for addressing any policy issue and conducting extra due diligence to ensure that the remainder of their app or account is fully policy compliant. Failure to address policy violations in your account and all of your apps may result in additional enforcement actions. Repeated or serious violations (such as malware, fraud, and apps that may cause user or device harm) of these policies or the Developer Distribution Agreement (DDA) will result in termination of individual or related Google Play Developer accounts.”*
25. Enforcement Policy further delineates that for detection and assessment of violation, Google “use a combination of human and automated evaluation to review apps and app

content to detect and assess content which violates our policies and is harmful to users and the overall Google Play ecosystem. Using automated models helps us detect more violations and evaluate potential issues faster, which helps keep Google Play safe for everyone. The policy-violating content is either removed by our automated models or, where a more nuanced determination is required, it is flagged for further review by trained operators and analysts who conduct content evaluations, for example because an understanding of the context of the piece of content is required. The results of these manual reviews are then used to help build training data to further improve our machine learning models.”

26. It is stated that there are various Enforcement actions such as ‘Removal’, ‘Suspension’, ‘Limited Visibility’, ‘Limited Region’, ‘Restricted Developer Account’, ‘Account Termination’. However, there is no criterion prescribed that would indicate as to which kind of Enforcement Action (depending on its severity) follows which kind of violation. Further, the Enforcement Policy envisages that an affected party can file an appeal against the enforcement suffered by it. Such appeal, if allowed, would result in removal of the enforcement action. Further, the relevant section titled as “Understanding Google Play Developer Account Terminations” on the Google Play Console Help states as under:

“i. Multiple removals or warnings may result in an app suspension, and app suspensions count as strikes against the good standing of your Google Play Developer account. Multiple suspensions or suspensions for egregious policy violations may also result in the termination of your Google Play Developer account;

ii. If an account was terminated for violating the Google Play Developer Distribution Agreement, Google Play would no longer accept apps from that account. This means that any related Google Play Developer accounts are also terminated, and any new accounts may be opened will also be terminated without a refund of the developer registration fee.

iii. In so far as Appeal is concerned, it has been prescribed that “We will reinstate your Google Play Developer account in appropriate circumstances,



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including if an error was made and we find that your account does not violate our Developer Program Policies and Developer Distribution Agreement.”

27. As per the Informant, it is clear from the aforesaid that:
- (a) Multiple Suspensions of App or violation of egregious policy violations may result in termination of the Google Play Developer Account;
 - (b) Violation of the Google Play Developer Distribution Agreement by one developer account can result in termination of a ‘related account’;
 - (c) By way of appeal, developer accounts can be re-instated in ‘appropriate circumstances’ including errors and on account of non-violation of GPDDP and GPDDA.
28. It is stated by the Informant that HRMS App never had any violations and the Developer Account of the Informant had never been suspended; neither was it faced with any warning by Google. Hence, the sudden termination of the account without any prior violation and on the basis of vague grounds indicating prior violations of the GPDPP and GPDDA by this or associated, previously terminated Google Play Developer Accounts, is a case of gross arm-twisting by Google and is also contrary to its own policies which are extracted herein above.
29. Further, it is alleged that the Enforcement Policy of OP-2 is itself arbitrary and unfair because:
- a. It prescribes that while terminating a developer’s account which has severe and permanent consequences, OP-2 is not required to give any reason as to which of the numerous GPDPPs have been violated by a developer. It requires the developer, who has no access to Google’s own reporting mechanisms, to address a policy issue by its own ‘extra due diligence’. This tantamount to a wild goose chase by the developer who is arm-twisted with a termination on the basis of reasons that are kept secret by OP-2 at the time of termination.
 - b. The termination of the developer account is sought to be justified by the Google on the pretext that the developer account of the Informant is a ‘related Google Play

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Developer Account’. However, the phrase ‘related Google Play Developer Account’ has not been defined anywhere in any of the policies. This ambiguity read with secrecy maintained by Google as to the reason for termination of a developer account amounts to gross unfairness and abuse of dominant position. Google’s action in linking an independent company account with a third party (personal developer account) and declaring the same as ‘Related Account’ is arbitrary. The policy to terminate on such ground amounts to abuse of process of its dominant position.

- c. The Enforcement Policy envisages an ‘automated assessment of violation’, which permits automatic and instant removal of apps and accounts. Review by trained operators is permitted where ‘nuanced determination’ is required. What circumstances warrant a nuanced determination has not been mentioned. Allowing reviews by human evaluators for some cases and denial of the same in others without following any uniform criteria is also discriminatory and abusive. Google’s action of Automated Enforcement of Termination Algorithm mechanism and Automated Award of Punishment is bad in law. It follows the same procedure while dealing with appeals. Google is giving out pre-formatted and cyclostyle replies against appeals against these terminations, thereby depriving the aggrieved party an opportunity of hearing. This reduces the seeming process of appeal to an empty formality.
- d. The lack of proportionality in the Enforcement Policy is also unfair and discriminatory. For context, it is stated that ‘termination of a developer account’ has serious permanent consequences so much so that, termination of an account would lead to termination of the ambiguous ‘related accounts’ and that any new accounts would be liable to be terminated without any refund. Thus, given the pervasive and far-reaching effect of the Enforcement Action of ‘Termination of Developer Account’, the said action emerges as the most severe punishment. Apart from the aforesaid, other punishment with less severe consequences such as ‘Removal’, ‘Suspension’, ‘Limited Visibility’, ‘Limited Region’, ‘Restricted Developer Account’ are also envisaged in the said Policy. However, there is no material to suggest what kind of violation would invite what kind/ degree of enforcement action. In the case at hand, the Informant’s HRMS App has been permanently annihilated from the Google Play’s eco-system without any prior violations which is unfair.

- e. In this regard, it is also pertinent that the Enforcement Policy itself requires that repeated or serious violations of the GPDPP would alone result in termination of a developer account. But in the case at hand, there was no violation of any policy by the Informant in the past. Neither was the HRMS App ever suspended by Google. Therefore, the first and sudden termination of its account by OP-2 is contrary to the afore-mentioned stipulation that calls for the severe action of termination only after repeated or serious violations and is abusive.
30. In this regard, reliance is also placed by the Informant on the section titled “*Fair Warnings*” on Google Play Console which empowers Google not to send any warning prior to suspension or termination. The relevant part thereof reads as “*By publishing on Google Play, you agree to adhere to Google Play’s Developer Program Policies and Developer Distribution Agreement. Google is not required to send you a warning prior to suspension or termination*”.
31. It is stated that such section is contrary to clause 10.3 of the GPDDA, which requires OP-2 to give a 30 days’ notice before termination of the said agreement. Moreover, even on an independent evaluation of the said condition, there can be no doubt that such a policy is unfair and discriminatory and therefore ‘abuse of dominant position’. This is because any developer who develops an app for the ‘Play Store’ undertakes investment of time, money and resources to make the app befitting to be published on the Play Store. Often, small app developer companies like the Informant engage employees whose livelihood depends on the success of the app or the Play Store. In these circumstances, sudden termination of a Developer’s Account without fair warning and on the basis of automated violation assessment is abusive and is likely to affect smaller players in the market irreparably.
32. Lastly, the Informant has stated that the policy of OP-2 regarding account termination, app removal or suspension on account of prior violation has been mentioned on the Google Play Console Help. The relevant part thereof reads that “*Please note that terminations of a Google Play Developer account may span across multiple, related Google Play Developer accounts. We will reinstate your account in appropriate circumstances, including if an error was made and we find that your account does not*

violate our Developer Program Policies and Developer Distribution Agreement. You can appeal the termination of one or more of your accounts through this contact form in Play Console.”

33. It is stated that refusal to even consider the defense of the Informant, demonstrating that its developer account is not related to the suspended account of Shri Dakshay Sanghvi, is also against OP-2’s own stand as extracted above wherein it has undertaken to *“reinstate your account in appropriate circumstances, including if an error was made and we find that your account does not violate our Developer Program Policies and Developer Distribution Agreement”*.
34. The Informant has also placed reliance on a post titled *“How to deal with account termination for prior violation”* published on OP-2’s Developer Community. It has been stated that a bare perusal of the said post indicates that OP-2 does not give the information as to how accounts are linked. It is further stated that the post illustrates some instances of how OP-3 determines the relationship between two accounts.
35. As per the Informant, the post further recommends that *“If you can establish the link then you should use that information in your appeal. Explain the association and explain why it should not associate you with another account. An example would be: you hired a developer and gave them access to your account unknowing their account had been terminated”*. The afore-mentioned illustration squarely covers the case of the Informant.
36. It is further stated by the Informant that Google has failed to consider its case and given only repetitive and cryptic responses and Google’s stance of re-instating accounts in ‘appropriate circumstance’ is vague and arbitrary. It is further stated that the opacity of the matter exacerbates in view of the fact that OP-2 does not even provide any warning or reason for termination of account. It is stated that how and in what manner the appeals are reviewed is also not known. Further, the silence of OP-2 as to the reasons for rejection of appeal and non-consideration of the grounds of appeal is stated to be abusive.
37. The Informant has alleged that upon termination, the permanent removal of a developer from Google Play Store tantamounts to practices that result in denial of market access to such developers and amounts to abuse of dominant position under Section 4(2)(a)(i) of



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the Act. Further, even under Section 4(2)(b)(i) and (ii) of the Act, the actions of OP-2 *vide* which small app developers like the Informant are annihilated from business amounts to limiting and restricting the ‘production of goods or services or market thereof’. Such action would deter the growth of app developing companies in India and limit and restrict ‘technical or scientific development relating to app development’ which will prejudice the consumers.

38. It is averred that Google has also given additional redressal channels to developers in European Union. It is further stated that this is gross discrimination as India, with the largest pool of Android app developers in the world, should get similar redressal opportunities as available in European Union. In this regard, a copy of the relevant post titled “Google Play Developer Account terminated out of the Blue” dated 29.02.2024 available on the Google Play Developer Community is relied upon.
39. It is further stated that recently, the issue was also posted by Ahmedabad IT services group (a group of 350+ MSME companies employing over 30,000 employee developers) on OP-2’s own community page, and was trending. The post titled “*Google Suspended Apps and Play Store Developer Account Without Sufficient Warning & Time After Their New Policy Changes. And Now They Make Us Talk To Their Bots After That!!*” dated 24.09.2024, authored by a subject matter expert, is relied upon.
40. The Informant has stated that the above-mentioned abusive behaviour of OP-2 is a consistent practice adopted throughout developer communities and the worst hit people in the aforesaid scheme are the new developers who develop apps with hours of handwork, only to find their accounts terminated by OP-2. In this regard, a few posts available online pertinent to the issue of illegal termination of developer accounts are relied upon.
41. Further, it is stated that the Informant will face huge losses, as it has deployed over 70,000 man hours over the last 3 years in developing the HRMS App, and potentially has to close down unless the Play Store Developer Account (pasta.app.2020@gmail.com) is reactivated by Google. The livelihood of 10 developers engaged is stated to be at stake.



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Relief Sought:

42. In view of the above, the Informant has prayed the following reliefs from the Commission:

- (a) Initiate an investigation on abuse of dominant position by Google on the basis of facts and grounds stated in the Information;
- (b) Declare that Google has abused its dominant position as a result of which the Informant has suffered heavy and irreparable financial loss;
- (c) Declare the impugned actions of Google of terminating the developer account and the arbitrary and illusory adjudication of the Informant's appeal as discriminatory and in violation of Section 4;
- (d) Give a finding on the huge financial losses suffered by the Informant due to the discriminatory practices of Google;
- (e) Impose appropriate penalty on Google;
- (f) Direct Google to function in a manner as may be specified by the Commission in order to ensure freedom of trade carried on by market participants and to protect the interest of the consumers;
- (g) Direct Google to allow appeal and reinstate the developer account of the Informant;
- (h) Direct Google to modify the GPDPP and GPDDA to ensure elimination of abuse of dominant position including introducing appropriate mechanism/clause that would give warning before termination of any developer's account, disclose the reason for termination of such account and introduce uniform and fair appellate process which would include a human interface and consider the defense presented in appeal;
- (i) Pass such other and further order(s) as the Commission may deem fit and proper on the facts and in the circumstances of the case.

Interim Relief:

43. The Informant has also filed an Interlocutory Application ('I.A.') bearing No. 64A of 2025, under Section 33 of the Act seeking the following interim reliefs:
- (a) Pass an order directing Google to provisionally reinstate the Informant's terminated account bearing the username pasta.app.2020@gmail.com till passing of final orders by the Commission under the present circumstances.
 - (b) Pass any order or orders which the Commission deems fit and proper in the interest of justice, in nature of interim order.
44. As per the Informant, the sole business of the Informant has been put to severe prejudice since the date of termination of its developer account in question. The Informant is faced with overwhelming financial losses in this regard. Accordingly, in case no interim orders as prayed above are passed, the Informant shall suffer irreparable loss of its right to earn livelihood and reputation. However, no prejudice will be caused to Google if the relief sought in the present application is allowed. Therefore, it is stated that the balance of convenience is also in favour of the Informant.
45. The Informant also filed I.A. No. 195 of 2025 dated 24.04.2025, seeking urgent hearing in the matter.
46. The Commission considered the Information filed by the Informant in its ordinary meeting held on 14.05.2025 and decided to seek the following additional information from the Informant within four weeks from the date of the receipt of the order:
- (a) *Copy of the appeal filed by the Informant before Google on 26.06.2024;*
 - (b) *Copy of response received from Google to the appeal dated 26.06.2024 filed by the Informant;*
 - (c) *Copy of any other communication(s) exchanged between the Informant and Google on the issues raised in the Information filed before the Commission, if not already filed along with the Information; and*



(d) *Chronology of Informant's association with Devstree IT Services Private Limited and/ or Shri Dakshay Sanghvi.*

47. Further, the Commission also decided to seek from OPs:

- (a) *Comments on the Information filed by the Informant; and*
- (b) *Details of redressal channels made available by Google to app developers across the world (all major jurisdictions), in case of termination of their developer accounts or removal of their apps from Google Play Store by Google, in comparison to those available to the Indian app developers.*

48. In response to the above, the Informant filed the additional Information on 17.06.2025, while Google filed an I.A. No. 297 of 2025 dated 21.06.2025 seeking extension of time by 05 weeks till 28.07.2025 to file a comprehensive response to the Information and the Commission's queries raised *vide* order dated 14.05.2025.

49. *Vide* order dated 09.07.2025, the Commission took note of the additional Information filed by the Informant and decided to grant to Google, an additional period of 02 weeks from the receipt of the order, to submit its comments, if any, upon the Information and response to the Commission's queries raised *vide* order dated 14.05.2025.

50. The Informant filed the additional Information, stating, *inter alia*, that HRMS App was developed by it through the aid of Devstree as well as its own employees and several other third-parties. However, agreement with Devstree was entered into on 11.02.2021. It is further stated that during this period, the said Shri Dakshay Sanghvi, who was an employee of Devstree, happened to work on HRMS App and issued various communications through his email IDs. However, apart from him, 03 other employees from Devstree also worked on HRMS App. Thus, the Informant had no direct nexus with Shri Dakshay Sanghvi. It is stated that there were no means through which the Informant could have been aware of previous termination of his personal Developer Account which had nothing to do with the Informant's HRMS App. It is stated that faced with termination of its developer account and in the absence of any specific information from Google, the Informant started the arduous process of inquiring from each and every person known to the Informant about prior violations and on 02.07.2024, the MD of Devstree informed the

Informant regarding the terminated account of Shri Dakshay Sanghvi. It is further stated that immediately thereafter, the Informant called upon Devstree to carry out an internal inquiry and *vide* letter dated 05.07.2024, Devstree confirmed the position based on its internal inquiry. Hence, since 02.07.2024, the Informant stopped assigning any task to Devstree and has therefore, ceased to have any connection with it or any of its employees.

51. Google filed its response on 28.07.2025. It has submitted that issues presented in the present matter regarding Google's Play Store policies, their terms, enforcement discretion, and account terminations are substantially identical to those the Commission has already examined and decided upon in the Google Play Case. Google has submitted that the Commission had, in that case, extensively reviewed the terms of GPDDA and GPDPP and found that Google's conduct in enforcing Play Store policies is justifiable and does not amount to an abuse of dominance under the Act. It is further submitted that there have been no material changes to the enforcement processes under GPDDA and GPDPP since the Commission's final order in the Google Play Case.
52. Google submitted that the GPDDA and GPDPP contain standard terms that apply equally to all developers seeking to distribute applications on the Play Store. Google also updates the GPDDA and GPDPP from time to time to respond to the changing environment in which it operates. Google strives to provide a safe and robust platform where millions of developers can distribute their apps and games to billions of users. It is stated that given the number of developers, it is not commercially feasible for Google to negotiate changes to the GPDDA and GPDPP with individual developers prior to implementing them. It is stated that in fact, the standard contracts like the GPDDA are pro-competitive as they ensure that there is no deviation or special treatment in negotiations that may unfairly disadvantage other developers.
53. It is submitted by Google that relevant market suggested by the Informant in the present case is incorrect as the Informant has excluded from the relevant market, app stores that run on non-Android OSs, as well as non-app store app distribution channels (both within and outside Android), without presenting any supporting arguments for doing so. It is submitted that a proper switching analysis would demonstrate that users and developers consider several app distribution channels as alternatives to the Play Store.

54. As per Google, the present Information is essentially an individual developer grievance for violation of Play Store policies under the garb of a competition issue and the Commission should refrain from intervening in matters that are essentially disputes for violation of internal platform policies of a company, particularly where the complainant has already availed appropriate remedies (by way of appeal mechanisms) that have been established by Google.
55. It is averred by Google, that the Informant has approached the Commission with unclean hands and has falsely alleged that there is no material relation between Shri Dakshay Sanghvi and the Informant. It is further submitted that [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Further, Google has stated that it understands from publicly available information (Shri Sanghvi's LinkedIn profile) that Shri Dakshay Sanghvi is the Chief Technology Officer of the Informant since March, 2024 and is very closely related to the Informant. Further, it is stated that Shri Sanghvi's name appears on the Informant's official app website, where he is listed as a verified member within the EasyDo app. It is stated that [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] It is submitted that Shri Sanghvi has publicly admitted to being related to a spammy app on Google Help Centre community pages.
56. Google further submitted that Informant's response in the submission dated 16.06.2025 admits that Mr. Dakshay Sanghvi worked on the EasyDo app. This contradicts Informant's claims in its revised appeal dated 05.08.2024 stating that "...and our app was not developed by Mr Dhakshay."
57. In its submission, Google stated that Google Play Store explicitly prohibits developers and apps that violate the malware, behaviour transparency and mobile unwanted software



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policy of Google. Further, as explained on Google's Help Centre, it may take the following enforcement actions depending on the nature of a developer's actions:

- (a) **Warning:** A warning informs a developer that its app has been found to be in violation of Google's policies and could be suspended. Failure to address the concerns, or launching a second app that does the same thing, will likely result in Google suspending the app or even terminating the developer account.
- (b) **Rejection:** This means a new app or app update submitted for review will not be made available on the Play Store. Rejections do not impact a developer's access to a rejected app's existing user installs, statistics and ratings, or the standing of a developer's account. If an update to an existing app is rejected, the app version published prior to the update will remain available on the Play Store. The developer may submit a new compliant version of the app that will be distributed on the Play Store.
- (c) **Removal:** When Google removes an app, the app (including any previous versions) is no longer available on the Play Store and users will not be able to (i) see the app's listing, user installs, statistics, and ratings; or (ii) make any in-app purchases, or utilise any in-app billing features in the app until a compliant version of the app is submitted. Removals do not immediately impact the standing of a developer's account.
- (d) **Suspension:** Google may suspend an app for egregious or multiple policy violations, as well as repeated app rejections or removals. When an app is suspended, the app (including any previous version) is no longer available for users to download and users will not be able to (i) see the app's listing, existing user installs, statistics and ratings; or (ii) make any in-app purchases, or utilise any in-app billing features in the app until a compliant version of the app is submitted. Developers can no longer use a suspended app's APK or app bundle. Suspensions count as strikes against the good standing of a developer's account and multiple strikes can result in the termination of the account.



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- (e) **Account Termination:** In addition to removal and suspension of apps, Google may further, in grave circumstances, terminate the account of a developer that seriously or repeatedly violates the GPDDA and/or the GPDPP. The enforcement process clarifies, “[r]epeated or serious violations (such as malware, fraud, and apps that may cause user or device harm) of these policies or the Developer Distribution Agreement (DDA) will result in termination of individual or related Google Play Developer accounts.” In such cases, all apps in the developer’s catalogue will be removed from the Play Store and the users, stats, and ratings associated with those applications are forfeited. In addition, the developer will no longer be able to publish new apps in the Play Store. Further, any related accounts will be permanently suspended, and any new accounts that the developer tries to open will be terminated without a refund of the small developer registration fee paid by the developer.
58. Google further submitted that Play Store notifies developers of an app removal concurrent with, or in advance of (where possible), the action being taken and when notifying a developer, Google explains the reasons why it has taken a specific enforcement measure. However, Google cannot give exhaustive disclosures to prevent developers acting in bad faith, get insight into Google’s detection methods and ‘game’ the system by reverse engineering and ultimately circumvent Google’s policy enforcement efforts by repeatedly uploading an infringing app.
59. It is submitted that the GPDPP gives developers the right to appeal all enforcement actions—as outlined above—which developers can easily do through an online form. After the developer submits the form, a ‘case’ is created, and an automatic response is provided to the developer with its case number and an expected response time. The response time is around two to three days depending on the volume of queries at the time and the type of enforcement action taken, although appeals involving complex issues may take longer to process. Google aims to resolve appeals in a timely manner so that there is as minimal impact on the developer as possible.
60. Google has stated that [REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
61. It is further submitted that [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
62. Google also stated that it disallows developers with a history of violation from accessing the Play Store. In response to such terminations, repeat offenders may often open multiple Play Store developer accounts (which, *prima facie*, seem to be completely unrelated) to effectively distribute their spammy/ bad apps across multiple accounts to avoid termination for repeat infringement. Creation of multiple accounts under a new alias is one of the ways bad actors attempt to circumvent enforcement action.
63. Google also stated that it has no incentive to remove a compliant and policy-abiding app from the Play Store as more apps on Play Store attract more users, benefiting both developers and Google alike. It is further submitted that highlighting isolated instances of spammy or non-compliant apps does not form a sufficient basis to claim that Google's practices and policies are unfair or illegal. It is submitted that termination of developer accounts without a cause would, in fact, not be commercially prudent for Google as it would drive away Google's customers, therefore, Google does not terminate apps or developer accounts without cause.
64. Google has submitted that allowing spammy developers to operate on the Play Store under new alias names presents serious risks to the safety and security of (a) users of the Play Store; and (b) partner developers on the Play Store.
65. Google has stated that to preserve the safety of the users and developers in the Play Store environment, Google developed security systems that combine various technical signals and data points to identify, with a high level of confidence, which of these seemingly



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independent accounts appear to be connected to a single developer/ actor. Google uses behavioural signals like shared billing data/payment instrument, similar app fingerprints, IP logs, etc., to identify if two developer accounts are related to the same developer.

66. It is averred that the termination of the Informant's developer account was based on transparent, consistently applied Play Store policies, specifically the 'Relation Ban Policy', which is designed to protect platform integrity and user safety. It is submitted that the enforcement was not arbitrary or discriminatory, and the same standards apply to all developers. This policy's aim is to protect both the users and other developers, maintain level playing field and strengthen platform security. It is submitted that [REDACTED]

67. [REDACTED]

68. As per Google, clause 10.3 of the GPDDA expressly authorises immediate termination of developer accounts in cases of serious account violations, without the requirement of prior warning or suspension. Further, Google issues warnings in only those cases where the flagged issue is fixable. It is submitted that [REDACTED]



69. [REDACTED]
[REDACTED]
(‘Malware Seed Account’) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] It is submitted that the
Malware Seed Account distributed an app named [REDACTED]
(‘Malware App’) through the Play Store in India [REDACTED]
[REDACTED]
[REDACTED]
70. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
71. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
72. As per Google, it found overlap in account access, behavioural patterns, and appeal submissions and [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



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[REDACTED]

73. Google has stated that it provided the Informant with multiple opportunities to appeal the termination, reviewed all submitted materials, and responded with clear, consistent reasoning for not reinstating the Informant's Account. The reason for termination (association with previously terminated accounts) was clearly communicated to the Informant, with the rationale for limited disclosure of specific evidence explained as necessary to protect the Play Store's integrity.

74. Google has stated that it responded to each appeal and clarification provided by the Informant, clarifying after a thorough review, that the Informant's Account violates Google's policies and cannot be reinstated for the following reasons:

- (a) Strong indications that the Informant's Account is sharing information with, or is related to, other developer accounts that have been terminated from the Play Store for violating Google's policies.
- (b) Google explained that, to prevent bad-faith actors from gaming the system, it could not disclose the full details of the linkage or the specific signals used.

75. Google has further submitted that on 07.10.2024, at the request of the Informant, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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76. It is submitted that the denial of the Informant's appeals was based on strength of the objective evidence supporting the enforcement action, and not any deficiency in the process itself. Further, it is stated that the appeals process is consistent with global best practices and is designed to provide meaningful review, not to serve as a mere formality. It is submitted that usage of automated enforcement systems is not unfair or bad in law and using automated models helps Google to detect more violations and evaluate potential issues faster. Further, Google does overturn its original decision in appeals if the appeal is meritorious. Each of the two appeals regarding Informant's account was reviewed by Google's internal teams, including human experts, to ensure fairness, transparency, objectivity, and compliance with established policies. It is submitted that [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
77. Google has stated that the allegation that it took disproportionate action is baseless. It has stated that this action is taken to maintain the integrity of the platform, prevent abuse, and ensure fairness for all users. Such measures are employed to deter repeated policy breaches and maintain a safe and equitable environment. The linkage between the accounts indicates a potential attempt to circumvent previous enforcement actions, and therefore, Google's response is both logical and proportionate to the situation. In fact, continuing to allow the Informant's Account despite finding a relation of the Informant's Account to the Malware Seed Account would have been disproportionate and prejudicial to other developers whose accounts have been legitimately terminated by Google for violation of the Relation Ban Policy.
78. Google has further referred to the Informant's response dated 16.06.2025 wherein the Informant has submitted that Shri Dakshay's association with the Malware Seed Account was owing to a freelance project undertaken by him in his personal capacity, outside of the office hours and beyond the official scope of his employment with Devstree. The Informant also claimed that Shri Dakshay's actions which resulted in Google policy violations were entirely unrelated to Devstree, or any of Devstree's clients. In this regard,

Google has stated that its assessment of policy violations and subsequent enforcement actions cannot be dependent on these subjective factors. If Google starts ignoring these “mistakes”, it would be extremely difficult to enforce Play Store policies appropriately while ensuring a safe environment for developers and users. It would also introduce a level of subjectivity and discretion in enforcement. Google’s enforcement policies clearly and unequivocally says, “[n]ote that you are responsible for ensuring that any third-party code (for example, an SDK) used in your app, and such third party’s practices with respect to your app, are compliant with all Google Play Developer Program policies.”

79. It is submitted that the Informant cannot claim ignorance of the Play Store policies to contest a valid termination of the Informant’s Account. Therefore, it was the sole responsibility of the Informant to ensure that the EasyDo app (and the codes used in the app) comply with the policies of Play Store. If a third party (like Devstree/Shri Dakshay) worked on the development of the EasyDo app, it was the Informant’s sole responsibility to ensure that Devstree/Shri Dakshay’s conduct (personal or professional) was in compliance with the Play Store policies.
80. With regard to details of redressal channels made available by Google to app developers across the world (all major jurisdictions), in case of termination of their developer accounts or removal of their apps from Google Play Store by Google, in comparison to those available to the Indian app developers, it is stated that Google’s appeal process is uniformly available to all developers and there is no evidence that Indian developers are disadvantaged or denied effective redressal. Further, redressal mechanisms available to the Informant were consistent with global best practices, fully compliant with applicable legal requirements in India, and did not impose any unfair or exploitative conditions.
81. Further, Google has submitted that in EU, apart from the internal appeals process that Google provides to all developers globally, the recently introduced Digital Services Act (‘DSA’) statutorily establishes out-of-court dispute settlement bodies to which aggrieved developers may refer a matter. Since it is the DSA (and not Google) that provides this additional out-of-court dispute redressal opportunity to developers in the EU, it is stated that Google does not differentiate between Indian and EU developers. It is further

submitted that any differences in process are the result of compliance with local laws, not discrimination.

82. Google has further stated that the Information provides no evidence to demonstrate that Google's alleged conduct causes any Appreciable Adverse Effect on Competition ('AAEC') in any potential relevant market. By taking an enforcement action against the Informant, Google has merely enforced its Play Store policies. Enforcement of policies, even if adverse to a party, is not sufficient to attract any liability under the provisions of the Act, and cannot cause any AAEC in the market. It has stated that the Information provides no evidence which demonstrates that Play Store policies actually or potentially distort the competitive process, restrict market access, or harm consumer welfare.
83. The Commission considered the matter in its ordinary meeting held on 20.08.2025 and decided to pass an appropriate order in due course.

Commission's Analysis:

84. The Commission has carefully perused the Information and other material available on record. Based on the allegations levelled in the Information, it is observed that the Informant is *inter alia* aggrieved by the termination of its developer account on Play Store by Google and alleged non-redressal of its appeal against the same.
85. The Commission, on the basis of the material available on record, notes that the following issues arise for consideration and determination in the present case:
- (i) What is the relevant market in the facts of the case?
 - (ii) Does Google appear dominant in the relevant market?
 - (iii) If yes, whether the alleged conduct amounts to violation of Sections 4 of the Act?

Issue (i): What is the 'relevant market' in the present case as defined in Section 2 (r) of the Act?

86. To examine the matter under the provisions of Section 4 of the Act, the relevant market, consisting of the relevant product market and the relevant geographic market, in terms of



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Section 2(r) of the Act needs to be delineated first, before determining the position of dominance of Google in the relevant market and its alleged abusive conduct.

87. It is noted that the allegations in the present matter pertain to alleged removal of the app of the Informant from 'Google Play Store' which is the official app store for devices running on, *inter alia*, Android operating system, allowing users to browse and download applications developed with the Android software development kit and published through Google.
88. It is noted that the product offered by the Informant, which the allegations in the present matter pertain to, is a mobile application which can reach the targeted user/consumer base only *via* download through an app store on a mobile smartphone.
89. It is further noted that all electronic devices offering apps like the Informant's run on an OS which is a complex software that controls the basic functions of the device and enables the users to make use of such device.
90. It is further noted that in the Google Play Case (*supra*), the Commission, with respect to allegations concerning abuse of dominant position by Google, had noted while defining relevant markets, the difference between OS for different types of devices including smartphones and observed that "*PC OSs do not belong to the same product market as smart mobile OSs*". Further, the Commission had also observed that "*basic or feature phone OSs are different from smart phone OS*".
91. Thereafter, the Commission had noted that smart mobile device OSs can be broadly categorised into two groups *viz.* licensable and non-licensable. Licensable smart mobile device OSs are those which are available for licensing by the OS developer/owner with or without a licensing fee. Google's Android OS is a licensable smart mobile device OS as it is made available by Google for licensing to third party device OEMs. However, the other category, *i.e.*, non-licensable smart mobile device OSs, includes those that are not licensed by the OS owner and thus, are not available to third party OEMs for installation in their respective smart devices. The prime example of this category is iOS, which is developed by Apple Inc or Blackberry OS, which was used captively by Blackberry in its devices. Noting the above, the Commission had observed that "*all licensable smart*

mobile device OSs are part of the same relevant market; however, non-licensable OSs do not belong to the same relevant market as that of licensable OSs.”

92. Further, it is noted that the Commission had also, in the Alphabet Case (supra), noted that *“Mobile app stores are digital marketplaces and are multisided platforms that connect app developers with device owners who are interested in those apps.”*
93. The Commission had further observed that *“there is no substitutability between app stores of non-licensable smart mobile OS (e.g., iOS) and app stores for Android OS”, “side-loading is not a viable substitute for downloading apps as compared to app stores for Android OS”, “web apps are not an alternative to apps downloadable from app stores for Android OS”, and “pre-installation as an alternative cannot be generalised and thus, cannot be considered as a substitute of access through app store.”*
94. Accordingly, the Commission had determined one of the relevant product markets in Alphabet Case (supra) as *“the market for app store for Android OS”*.
95. In respect of relevant geographic market, the Commission had noted in the said matter that *“the DG has observed that from the standpoint of handset manufacturers, the terms and licence conditions of the OS for smart mobile devices are uniform across the country. Further, the number of applications that Google include in the GMS suite differs by country. Similarly, Google follows different criteria for licencing the Play store according to the legal demands of each location. It is also noted that consumer preferences, availability of mobile apps in local languages, and location-based applications and services, which largely drive the demand and popularity of App store for Android OS, are consistent across the Indian geographical region in terms of the relevant geographic market. As a result, in ‘India’, the supply and demand of app stores for Android OS are both homogeneous and different. Accordingly, the Commission determines ‘India’ as the relevant geographic ‘market for market for app store for Android OS’.”*
96. As such, in that case, one of the relevant markets delineated by the Commission in the case of the Alphabet Case (supra) was *“market for app stores for Android OS in India”,* the same as suggested by the Informant in the present case.

97. The Commission is of the view that since, in the present matter also, the allegations pertain to abuse of dominant position by Google *vis-à-vis* app developers, the relevant market in the present case be delineated as the “*market for app stores for Android OS in India*”.

Issue (ii): Whether Google holds a dominant position within the scope of Section 4 of the Act?

98. The Commission had, based on factors like market share analysis, barriers to entry in the delineated market, and side-loading being a cumbersome process, observed in the case of Alphabet Case (*supra*) that Google *via* its Google Play Store, enjoys a dominant position.
99. The Commission had in fact, observed in the said matter that “*Play Store is by far the most important app marketplace on the Android ecosystem. Play Store is significant from the point of view of smart mobile device users who consider this as a ‘must have’ app. The app developers perceive Play Store to be indispensable for reaching out to the entire spectrum of Android device users and the OEMs too perceive Play Store to be indispensable for the commercial success of their handsets. The dominance of Play Store inter alia stems from the strong indirect network effects that work in its favour, with its large user base on one side and a large number of app developers on the other side, who depend on Play Store to access these users and maximise their reach and revenue potential. These factors, in conjunction with Play Store’s automatic update functionalities, its close integration with Google Play Services, lack of substitutability between android app store and other OS app stores, and high entry barriers lead to a reasonable conclusion that Google Play Store occupies a dominant position in the relevant market of app stores for Android OS in India. Even if the market definition nomenclature is considered from the app developer as well as user perspective i.e., as a distribution channel for apps, the Commission notes that listing apps on Google Play Store is indispensable for the app developers and they cannot afford to rely on any other mode of distribution to reach the entire spectrum of Android device users.*”
100. The Commission is of the view that, the above analysis holds good in light of the facts and allegations averred in the present matter also. Therefore, *prima facie*, Google holds a

dominant position *vis-à-vis* app developers, in the “*market for app stores for Android OS in India*”.

Issue (iii): If yes, whether the alleged conduct amounts to violation of Sections 4 of the Act?

101. Now coming to the allegations of abuse, the Informant has alleged that unilateral termination of its developer account by Google, without assigning any reasons for the same, and expecting the developers like the Informant, to find out the reason for termination, amounts to abusive conduct on the part of Google. As per the Informant, in order to get apps listed on Google Play Store, app developers like the Informant have no choice, but to enter into standard and one-sided GPDDA and adhere to one-sided GPDDP of Google, which allows Google to indulge in such abuse of dominant position.
102. The Commission observes that the termination of the Informant’s account by Google was based on Google’s policy as laid out in the GPDDP. It further noted that the Informant’s submission that it has no material link with Shri Dakshay Sanghvi appears to be factually incorrect. Further, Shri Sanghvi has filed an appeal on behalf of the Informant through his personal email id. A copy of the said appeal was provided by the Informant as part of its additional information as per direction of the Commission and was not provided as part of the Information itself, although it had provided all further communications to and from Google in regard to its account termination.
103. The Commission further notes that Shri Dakshay Sanghvi also describes himself as the Chief Technology Officer of the Informant on his LinkedIn profile and on the said profile, he has mentioned ‘*spreaheaded launch of multiple products under tight deadlines and high scalability and uptime*’ which clearly reflects Shri Sanghvi’s deep involvement in the development of the Informant’s products. Further, his name appears on the ‘People’ tab on the Informant’s Company LinkedIn page, and the Informant does not appear to have taken any action to get it removed.
104. It is further observed by the Commission that GPDDA and GPDDP are standard form contracts that have to be entered into by all developers wanting to list their apps on Google Play Store, which appears to be a standard industry practice.



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105. Further, the Commission had previously, in its order dated 20.10.2022 passed in the Google Play Case, examined the terms of the GPDDA and GPDDP, in the context of suspension of app developer accounts by Google, and not found any contravention of the Act.
106. It is further observed by the Commission that, in terms of the facts of the present case, Google's explanation in respect of its 'relational ban policy', reasons behind not giving detailed disclosures, rationale for termination, lacking incentive to terminate authentic apps appear to be reasonable.
107. It is noted by the Commission that Google's explanation of its appeals process and the fact that the same redressal process is available across all jurisdictions (with the exception of EU) also appears to meet the test of reasonability. Further, it is noted that combination of automation and human effort in decision of such appeals cannot be said to be unfair or discriminatory *per se*. Nonetheless, in the case of the Informant, Google has detailed the human intervention undertaken at the appellate stage. Therefore, in the case of termination of the Informant's developer account and in the disposal of appeals by Google against the same, there appears to be no abusive or discriminatory conduct indulged into by Google.
108. In view of the facts and circumstances of the present case, the Commission finds that no *prima facie* case of contravention of the provisions of Section 4 of the Act is made out against Google in the instant matter. Accordingly, the Information is ordered to be closed forthwith in terms of the provisions contained in Section 26(2) of the Act. Consequently, no case for grant for relief(s) as sought under Section 33 of the Act arises and the said request is rejected. Accordingly, I.A. No. 64A of 2025 is disposed of. Further, in view of the present order, I.A. No. 195 of 2025 also stands disposed of.
109. Before parting with the order, the Commission deems it appropriate to address the requests for confidentiality filed by Google under Regulation 36 of the Competition Commission of India (General) Regulations, 2024 ('**General Regulations, 2024**'). Google has sought confidentiality over certain documents/information submitted in the proceedings. Considering the grounds put forth by Google for the grant of confidential treatment, the Commission grants confidentiality to such documents/information in terms



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of Regulation 36 of the General Regulations, 2024 read with Section 57 of the Act for a period of three years from the passing of this order. It is, however, made clear that nothing used in this order shall be deemed to be confidential or deemed to have been granted confidentiality as the same has been used for the purposes of the Act in terms of the provisions contained in Section 57 thereof.

110. The Secretary is directed to forward the public version of this order to the Informant, and confidential version of this order to Google accordingly.

**Sd/-
(Ravneet Kaur)
Chairperson**

**Sd/-
(Anil Agrawal)
Member**

**Sd/-
(Sweta Kakkad)
Member**

**Sd/-
(Deepak Anurag)
Member**

New Delhi

Date: 06/10/2025