Central Consumer Protection Authority

Krishi Bhawan, New Delhi - 110001

Case No: CCPA-2/55/2025-CCPA

In the matter of: Misleading advertisement, unfair trade practices, violation of consumer rights and use of dark patterns by ANI Technologies Private Limited (operating under the brand name 'Ola').

CORAM:

Mrs. Nidhi Khare, Chief Commissioner

Mr. Anupam Mishra, Commissioner

APPEARANCES

For ANI Technologies Private Limited (Ola):-

1. Mr. Karun Mehta, Advocate
2. Mr. Mayank Kulshrestha
3. Mr. Yugam Taneja, Advocate
4. OLA legal team

Date: 10.11.2026

ORDER

1. The Central Consumer Protection Authority (hereinafter referred to as 'CCPA' or 'the Authority') has been established under Section 10 of the Consumer Protection Act, 2019 (hereinafter referred to as 'the Act') to regulate matters relating to violation of consumer rights, unfair trade practices and false or misleading advertisements prejudicial to the interest of public and consumers and to promote, protect and enforce the rights of consumers as a class. Section 18(1) of the Act provides that the Central Authority shall ensure that no false or misleading advertisement is made of any goods or services, prevent unfair trade practices and ensure that no person engages in unfair trade practices.

2. The CCPA received a complaint on 16th May, 2025 (hereinafter referred to as 'the complaint') against ANI Technologies Private Limited, operating under the brand name 'Ola' (hereinafter referred to as 'the opposite party') alleging the following unfair trade practices:-

i. A manipulative pre-ride tipping feature and exploitative pricing. It was alleged that the opposite party had introduced a feature on its booking platform which prompts users to pay a "tip" to the driver before the ride is confirmed, suggesting that doing so would help speed up the booking process.

ii. While tipping has always been a post-service, voluntary expression of gratitude, the feature pressurises consumers into pre-paying tips out of fear of delayed bookings or no service at all; and

iii. That it encourages preferential treatment by drivers in favour of higher tips. The complaint further alleged arbitrary and excessive pricing during peak hours.

3. Upon receipt of the complaint, the CCPA in exercise of its powers under Sections 18 and 19 of the Act conducted preliminary inquiry and examined the Ola platform wherein it observed the following:-

i. For booking a trip on the app, a consumer is charged an upfront amount which, as per the opposite party's own help page (https://help.olacabs.com/support/dreport/205686842), includes base fare, distance and time charges, peak pricing, applicable fees (like booking, access, convenience, airport), tolls and taxes. The said help page further represents to consumers that they will always be informed, before they confirm a booking, of any fare increase.

ii. Opposite party's app displays on the screen titled "Booking a driver soon", the prompt *"Adding a tip might help increase the chances of getting a ride faster"*, accompanied by pre-set tip amounts of ₹10, ₹20, ₹30 and ₹40. **(Annexure-1)**

iii. This is likely to create an expectation in the mind of the consumer to add a tip in order to secure the ride or get a faster ride.

4. On the basis of the preliminary inquiry, the CCPA was satisfied that the impugned practice was prima facie prejudicial to consumer interests, fell within the ambit of misleading advertisement, unfair trade practice and impacted consumers as a class. Accordingly, the CCPA issued a Show Cause Notice dated 28th May, 2025 to the opposite party along with a screenshot of the impugned prompt, requiring it to furnish a response along with necessary supporting

documents regarding the alleged violations. The said notice alleged violation of the following provisions:-

i. Section 2(46) of the Act- Unfair contract;
ii. Section 2(11) read with Section 2(6) of the Act- Deficiency of services;
iii. Section 2(28) of the Act- Misleading advertisement, read with the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022;
iv. Section 2(47) of the Act- Unfair trade practice;
v. Guidelines for Prevention and Regulation of Dark Patterns, 2023.

5. The opposite party vide email dated 11th June, 2025, sought an extension of two weeks and thereafter submitted its reply dated 13th June, 2025, wherein it made the following submissions:-

i. The opposite party denied that it indulges in any unfair trade practice, misleading advertisement, or any act violative of consumer rights, or in any practice which is deceptive or would constitute a dark pattern.
ii. The opposite party submitted that it is a digital intermediary ride-hailing company which only acts as an intermediary between the rider and the driver partner and has no role in the acceptance or non-acceptance of a ride, which is solely the decision of the driver partner.
iii. As regards payment, the opposite party submitted that it offers two modes, namely, direct payment in cash to the driver at the end of the ride and digital payment through the platform, wherein the opposite party transfers the amount to the driver's account less any amount outstanding from the driver partner such as subscription fees.
iv. The opposite party submitted that any tip added by the consumer is entirely a gratuitous payment, 100% of which goes directly to the driver that tips are intended as an upfront reward in anticipation of good service and that tips do not affect the fare or the subscription fee charged by the opposite party.
v. The opposite party submitted that it has transitioned fully to a subscription-based model, under which driver partners pay a subscription fee for durations ranging from a few hours to a maximum of 30 days, that it does not retain any commission from the fare (except unpaid subscription fee) or any portion of gratuities and that it consequently derives no benefit from prompting consumers to make any additional or add-on

payment. It was further submitted that there is no statutory restriction prohibiting ride-hailing aggregators from offering consumers the choice to voluntarily tip drivers.

vi. On the allegation of unfair contract, the opposite party submitted that there is no obligation to tip, no charge or adverse consequence for not tipping, that consumers receive equal access to rides and service quality regardless of whether a tip is included and that the fare and the tipping option are both clearly disclosed.

vii. On the allegation of deficiency in service, the opposite party acknowledged its legal and contractual obligation to provide a reliable, safe and non-discriminatory ride-hailing service and submitted that ride booking, assignment and driver engagement are all handled through standardized algorithms that do not consider tipping behavior.

viii. On the allegation of misleading advertisement, the opposite party submitted that the phrase "might help increase the chance of getting a ride faster" is carefully worded and does not constitute a promise, guarantee or certainty, that the words "might help" and "chance" indicate only a probability and that the statement is a truthful and honest representation in terms of paragraph 4(1)(a) and (b) of the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022. It was further submitted that the platform does not create differential treatment at the backend.

ix. On the allegation of unfair trade practice and dark pattern, the opposite party submitted that its interface does not use manipulative techniques such as default pre-selected tip amounts or repeated prompts and, specifically as regards "Confirm Shaming", that it does not use language or design that implies guilt, fear or shame for the purpose of commercial profit, since the entire tip is passed on to the driver.

x. Without prejudice to its stand, the opposite party submitted that it has modified the user experience (UX) and user interface (UI) of its platform with respect to the tipping feature and has revised it as an optional add-on and appended screenshots of the previous and present screens. The previous screen, titled "Looking for the best drivers for you", displayed the prompt *"Tip now to boost the chances of getting a ride sooner"* with pre-set amounts of ₹20, ₹30, ₹40 and ₹50. The present screens display, at the same stage, the prompt *"Choose to Add On - Entire amount goes to your driver"* with the same pre-set amounts and an option to "Enter Add On amount" and, upon selection of an add-on, the message *"Chosen voluntary Add On applied. Getting you the quickest ride to your destination."*

xi. The opposite party requested that the proceedings be closed and that it be afforded a personal hearing before any adverse order is passed.

6. In view of the above, the CCPA conducted a hearing on 04th July, 2025 wherein Mr. Karun Mehta, Advocate, Mr. Mayank Kulshrestha, Mr. Yugam Taneja and others appeared on behalf of the opposite party. At the outset, CCPA put the opposite party to notice that a tip is, by its nature, a voluntary payment and that the opposite party had commercialized it by prompting consumers to pay a tip in order to secure a ride quickly, which prima facie amounted to an unfair contract and unfair trade practice. In response, the opposite party made the following submissions:-

i. Without prejudice to its stand that the previous interface was neither misleading nor deceptive, the opposite party has modified the user interface of the tipping feature, as placed on record with its reply dated 13th June, 2025. The screen titled "Looking for the best drivers for you" now displays the option of an "add-on", with the entire amount going to the driver.

ii. The amounts are displayed as options and are not pre-selected and upon selection, the message "Chosen voluntary Add On applied. Getting you the quickest ride to your destination" is displayed.

iii. As regards the allegation of unfair contract under Section 2(46) (vi) of the Act, the payment is completely voluntary. No charge or condition is imposed on the consumer and the choice whether or not to pay rests entirely with the customer.

iv. The allegations ought to be based on data and evidence. The data of the opposite party shows that the number of customers who opt for the tip/add-on is minuscule as compared to those who do not, that the rate of acceptance by drivers is lower for rides with an add-on than for rides without one and that drivers do reject rides notwithstanding the voluntary payment offered.

v. Tipping, or giving the consumer an option to tip, is not illegal and there is no law or guideline prohibiting it. Consumers who wished to tip drivers did so even before the feature was introduced. The opposite party does not retain any part of the amount, all of which goes to the driver.

vi. The feature is of benefit to approximately 90% of customers who do not use it and is used by about 10% of customers in situations where the driver is located at a distance and is required to spend additional time and fuel to reach the customer. The add-on attracts drivers to such rides. For short-distance rides of about a kilometer, the fare is

not increased on account of distance and a customer may otherwise have to wait for a long time since the driver has the final say in accepting the ride. An additional payment in such cases is a matter between the customer and the driver for the driver's services and is not a bribe.

vii. The feature has been in operation for about one and a half to two months and is an industry-wide practice. If the Authority considers advance tipping to be unfair, a guideline applicable uniformly across the industry ought to be issued, as was done by this Authority in respect of levy of service charge by hotels and restaurants, so as to ensure a level playing field, otherwise, if the opposite party alone discontinues the feature, it will lose drivers to other platforms which continue to offer it.

viii. The opposite party sought permission to present data in support of its submissions, which had not been filed along with its reply.

7. During the course of the hearing dated 04th July, 2025, CCPA put the following to the opposite party:-

i. The prompt "Looking for the best drivers for you- Tip now to boost the chances of getting a ride sooner" prima facie seems unfair. The opposite party is, through its interface, virtually compelling consumers and normalizing the practice of paying an advance tip and is seeking to create a sense of obligation or guilt in the consumer that tipping will help the driver and secure the ride.

ii. No person should be required to pay an additional amount for a service which is, in any event, required to be provided. The platform is providing a service at a certain cost and that cost must be made known to the consumer upfront. The solicited tip operates as a hidden cost over and above the fare and the representation that tipping will improve the service is not correct.

iii. It is not for the platform to suggest to the consumer whether a tip should be paid, how much should be paid or where it goes, as the same is outside what has been promised to the consumer. The practice conveys to a consumer who pays the fare and does not wish to tip that he may lose the basic benefits of the service and thereby operates as a veiled threat.

iv. Consumer organizations have raised this issue and consumers feel cheated by the practice. Data as to the number of consumers who pay the tip cannot normalize a practice which is unfair.

v. Soliciting a payment over and above the fare in order to secure a quicker or better service is akin to "speed money". If the opposite party wishes to remunerate drivers better, it may revise its fares, which must be disclosed upfront and truthfully. It cannot pass that burden on to consumers by making them feel guilty or apprehensive that they will not receive proper service unless they pay extra. Where a route is less frequented or commercially unviable, the same is required to be addressed through the fare itself.

vi. The CCPA had earlier taken a similar view in respect of service charges levied by restaurants and the practice of soliciting a tip upfront cannot be permitted to achieve what cannot be achieved through a service charge. The fact that the practice has been adopted by other players in the industry does not justify it and as an industry, platforms bear a responsibility not to enable unfair charges, even if the amount is not retained by the platform.

vii. The CCPA accordingly advised the opposite party to discontinue the practice and to place on record the data and material on which it sought to rely.

8. In view of the above, the CCPA passed an interim order dated 04.07.2025 wherein the CCPA recorded the submission of the opposite party that without prejudice to its stand that the previous interface was neither misleading nor deceptive, it had proactively modified the user experience (UX) and user interface (UI) of its platform and that the tipping mechanism had been revised and presented strictly as an optional add-on, without any implication of preferential or faster service. The opposite party submitted that it intended to furnish an additional document in support of its position, which had not been filed along with its earlier reply. Taking note of the same, the CCPA directed the opposite party to submit the said document for examination. The matter was accordingly adjourned and listed for further hearing on 18th July, 2025 at 4:00 p.m.

9. Thereafter, the opposite party vide email dated 13th July, 2025 sought an adjournment of the hearing scheduled for 18th July, 2025 on the ground of personal difficulty of its counsel. The request of the opposite party was acknowledged and the hearing was fixed for 07th August, 2025.

10. Considering the importance of the matter and its wide impact on consumers as a class, the CCPA examined the reply of the opposite party dated 13th June, 2025 together with the

oral submissions made at the hearing dated 04th July, 2025 and prima facie observed the following:

i. The opposite party has described itself as a digital intermediary operating on a subscription-based model, which does not influence ride acceptance or retain any commission from fares or tips. However, no technical evidence or backend documentation has been placed on record to substantiate its claim that algorithmic treatment is neutral with respect to tipping behaviour and that no differential allocation occurs.

ii. The language and placement of prompts such as "might help increase the chance of getting a ride faster" could mislead consumers into believing that tipping affects ride allocation, thereby influencing consumer behaviour in a manner inconsistent with voluntary action.

iii. The defence that the said language is non-committal and probabilistic does not carry the matter further. Suggestive or outcome-linked statements made without empirical substantiation may fall within the ambit of misleading advertisement under Section 2(28) of the Act and such representations can create an illusory benefit that affects consumer autonomy.

iv. Notwithstanding the denial of the opposite party, the overall user flow, UI design and timing of the prompts are required to be evaluated to determine whether consumers are nudged or guilt-tripped into tipping contrary to the Guidelines for Prevention and Regulation of Dark Patterns, 2023.

v. The voluntary revisions made by the opposite party to the tipping prompt and interface were noted. However, the circumstances and timing of such revisions required examination, as they raised concerns as to whether the earlier interface designs were compliant with consumer protection norms.

11. The CCPA was accordingly satisfied that a prima facie case existed and considered it appropriate that the technical, behavioural and legal dimensions of the interface and communication strategies adopted by the opposite party be examined in a detailed investigation particularly in relation to user consent, transparency and fairness. In exercise of the powers conferred under Section 19(1) of the Act, the CCPA, via letter dated 16th July, 2025 directed the Director General (Investigation) to conduct a detailed investigation.

12. Thereafter, the opposite party filed its written submissions dated 05th August, 2025 in response to the Interim Order dated 04th July, 2025 wherein it submitted the following:-

i. On the concern that the opposite party nudges consumers into paying an advance tip to secure a ride: The opposite party denied that it nudges or coerces customers into paying an advance tip to secure a ride and denied that customers who do not tip lose access to its services. It was submitted that customers receive equal access to rides and service quality irrespective of whether a tip is opted for. Ride booking, assignment and driver engagement are stated to be handled through standardised algorithms that do not consider tipping behaviour and are based on neutral factors such as location and availability.

ii. A driver is shown all nearby rides, irrespective of whether a tip has been opted for and has sole discretion to accept or decline a ride based on its commercial viability, including the trip distance and the dry run, i.e., the distance the driver must travel to pick up the customer. The screenshot of the driver's screen furnished by the opposite party shows an incoming booking as "Mini | incl. ₹20 Tip", along with the dry run distance and the trip distance.

iii. The opposite party has shifted to a subscription-based model under which it levies no commission on rides. It was therefore submitted that the opposite party has no financial incentive in a driver accepting or declining a ride request.

iv. The opposite party placed on record statistical data for Delhi, Bengaluru and Mumbai for the period 10th to 16th June, 2025. By way of illustration, in Mumbai, out of 9,73,683 ride requests, 77,154 carried a tip/add-on, of which 41,359 (54%) were accepted, as against 6,26,207 acceptances out of 8,96,529 requests (70%) without a tip/add-on. On the basis of the said data, the opposite party submitted that:

   a. only 5% to 7% of the total rides undertaken on its platform had tips;
   b. rides with tips had an acceptance rate of approximately 55%, as against 70% to 74% for rides without tips;
   c. rides with tips were of shorter average trip distance (14.7 km in Delhi, 10.7 km in Bengaluru and 17.5 km in Mumbai, as against 19.5 km, 18.3 km and 20.7 km respectively for rides without tips) and had a higher average dry run (for instance, 2 km as against 1.8 km in Delhi and 1.7 km as against 1.4 km in Bengaluru).

v. On this basis, the opposite party contended that tipping is not the only criterion for acceptance of a ride and that drivers consider the overall commercial viability of the trip. It submitted that for rides with a higher dry run in proportion to the trip distance,

"drivers were more likely to accept rides with add-ons". It further submitted that for destinations located in low-supply areas, the option to increase the fare has helped customers secure a ride, since the opposite party "cannot discriminate and increase fare for a destination located in a low supply area as the fare is automatically calculated basis the trip distance". The option of advance tipping is provided to make the ride economically viable for the driver in such scenarios.

vi. The opposite party submitted that if customers did not have the option to offer a tip for rides having shorter distance and higher dry run, drivers would tend to refuse such rides as commercially unviable. It stated that "it is therefore in customers' interest to have the option to pay tip to the driver to increase chances of ride acceptance" and that such a choice is made voluntarily and is an informed one.

vii. It was further submitted that the feature is not illegitimate. In the absence of any statutory prohibition, imposing restrictions on a voluntary feature which benefits customers would, according to the opposite party, be unreasonable.

viii. On the concern that advance tipping amounts to bribery: The opposite party submitted that bribery requires an undue advantage given with the intention of securing improper or dishonest performance, involving mental intent, unlawful inducement and a nexus with improper performance. It contended that advance tipping is not intended to secure dishonest or improper service, involves no mens rea or unlawful inducement and does not alter how rides are assigned or services delivered, since the acceptance rate of rides without a tip is higher than that of rides with a tip.

ix. On the concern that the advance tip is a hidden charge: The opposite party denied that the tip is a charge levied by it. It submitted that the fare is clearly displayed to the customer; that the tip must be separately and actively added; that no amount is charged by default; and that the entire tip is transferred to the driver. It contended that the voluntary nature, clear disclosure and absence of any obligation establish that advance tipping does not constitute a hidden or undisclosed charge.

x. On the concern that the interface amounts to "Confirm Shaming": The opposite party submitted that the language used on the platform neither intends nor has the effect of instilling any sense of guilt. It contended that the phrase "might help increase the chance of getting a ride faster" only conveys that a tip "may help improve the probability of a driver accepting a ride", the word "chance" being a truthful representation of probability. It further submitted that neither the phrase nor the interface implies guilt, fear or shame, or pressurizes the consumer to add a tip.

xi. It was submitted that advance tipping is more commonly used by customers who anticipate that their destination may be in a low-supply area, where drivers may be reluctant to accept rides. In such cases, the option to add a tip is exercised "not under pressure, but as a measure to improve the likelihood of securing a ride".

xii. The opposite party reiterated that it had already modified its interface by removing the word "tip". It placed on record a comparison of the previous interface, "Booking a driver soon – Adding a tip might help increase the chances of getting a ride faster", with the present interface, "Looking for the best drivers for you – Choose to Add On - Entire amount goes to your driver". It prayed that the proceedings be closed.

13. Thereafter, CCPA provided another opportunity of hearing to the opposite party on 07th August, 2025 wherein Mr. Karun Mehta, Advocate, Mr. Yugam Taneja along with representatives heading its pricing function appeared on behalf of the opposite party and made the following submissions: -

i. Advance tipping is not the sole basis on which a driver decides to accept a booking. As per the data for Delhi for the period 10th to 16th June, 2025, out of 10,34,035 ride requests, 84,564 carried an add-on, of which only about 55% were accepted and 29,518 were ultimately completed. Of the ride requests without an add-on, about 70% were accepted.

ii. Rides with an add-on had an average trip distance of 14.7 km and an average dry run of 2 km, as against an average trip distance of 19.5 km and an average dry run of 1.8 km for rides without an add-on. The dry run, being the distance travelled by the driver from the point of acceptance to the pick-up point, is neither paid to the driver nor charged to the customer. It is this factor that determines whether a ride is commercially viable for the driver.

iii. The add-on is merely an avenue for a customer who is unable to get a ride, particularly for short-distance trips or trips to low-supply areas, to offer a little more so as to make the ride viable for the driver. It is not a bribe. The opposite party is only a facilitator; the entire amount goes to the driver; no commission is charged on it; and the decision to accept a ride rests solely with the driver.

iv. The interface had been changed before the first hearing. The earlier prompt was replaced with "Choose to Add On - Entire amount goes to your driver" and the opposite party had disclosed that no part of the amount is retained by it. The algorithm of the

opposite party allocates rides only on the basis of location and availability and the add-on does not guarantee any priority ride.

v. The practice is similar to tipping delivery partners on other platforms. If the practice is to be prohibited, a direction applicable across the industry ought to be issued, as was done in the case of service charge, so as to ensure a level playing field.

vi. The representative of the opposite party heading its pricing function submitted that 71.7% of rides without an add-on were completed, as against 63.7% of rides with an add-on. According to him, this shows that customers opt for an add-on in rides which are otherwise unlikely to be fulfilled, typically after waiting for two to three minutes without getting a ride. If drivers were accepting rides only for the extra amount, all rides with an add-on would have been completed.

vii. When asked about the relevant dates, the opposite party stated that the add-on feature was introduced on 27th April, 2025 and the interface was changed on 22nd May, 2025. It further stated that the change was made almost overnight, around the time the issue was raised publicly by the Hon'ble Minister and before receipt of the Show Cause Notice.

14. During the course of the hearing dated 07th August, 2025, the CCPA put the following to the opposite party:-

i. The upfront fare displayed to the consumer is subject to the Motor Vehicles Aggregators Guidelines issued by the Ministry of Road Transport and Highways, which regulate surge pricing and discounts. It is a function of all costs involved in the driver reaching and transporting the consumer. Soliciting a tip in addition to such fare, as an incentive for acceptance of the ride, compels the consumer to pay more and creates an apprehension in his mind that he may not get a ride unless he opts for the tip.

ii. In the absence of the feature, a single fare is displayed to all drivers and acceptance depends on the proximity of the driver to the consumer, which the consumer has no means of knowing. Moreover, the tip is solicited irrespective of the distance of the ride, including for long-distance rides, so the justification of short-distance rides does not hold.

iii. Where demand exceeds supply, the opposite party already applies surge pricing, as permitted under the said Guidelines. The opposite party has no business introducing additional payment features in the name of advance tipping. By doing so, the price displayed to the consumer is not the real price and a hidden cost is embedded in the

transaction. A platform cannot keep the displayed fare low to remain competitive and then collect the difference under other names. The CCPA also queried whether Goods and Services Tax is being paid on the amounts so collected.

iv. The opposite party was asked whether a consumer offering a tip of ₹40 has a higher chance of getting a ride than one offering ₹10. The opposite party submitted that its data had not been broken up by the amount of the tip. The CCPA observed that such a break-up is likely to show a higher acceptance rate for higher tips and counsel for the opposite party undertook to request the opposite party to furnish such data.

v. By institutionalising the feature, the opposite party conditions drivers to withhold acceptance in anticipation of a tip. On its own data, about 8% of customers had adopted the feature within a few months of its introduction and about half of them secured rides. Consumers who do not tip and are left without a ride will, over time, be compelled to use the feature and the amounts considered normal will progressively escalate from ₹10 to ₹20, ₹30 and ₹40.

vi. The opposite party's own prompt "Adding a tip might help increase the chances of getting a ride faster" contradicts its submission that the add-on does not result in a priority ride. Further, although the word "tip" no longer appears in the revised prompt "Choose to Add On - Entire amount goes to your driver", the substance of the feature remains the same.

vii. The opposite party was directed to furnish the dates on which the feature was introduced and modified, along with the other details sought during the hearing.

15. Thereafter, opposite party via email dated 12th August, 2025 informed the CCPA that the tipping feature was made live on 27th April, 2025 and that the user interface was changed from "tipping" to "add-on" on 22nd May, 2025.

16. In view of the above and for the purpose of record, the directions issued orally to the opposite party during the hearing held on 07th August, 2025 were reduced into writing and communicated to the opposite party vide interim order dated 22nd August, 2025. The CCPA, vide the said interim order, recorded the submissions made at the hearing and directed the opposite party to:

i. specify the date on which the tipping feature was initially implemented on the platform;

ii. indicate the exact date on which the messaging or user interface pertaining to the tipping feature was modified;

iii. furnish documentary evidence or records substantiating that the full amount of any tip received through the platform is remitted directly to the driver without deductions;

iv. clarify whether the tipping feature is subject to Goods and Services Tax under applicable law or qualifies for exemption; and

v. The matter was fixed for hearing on 16th September, 2025.

17. The opposite party vide email dated 15th September, 2025 in reference to the said interim order dated 22nd August, 2025 and the hearing scheduled for 16th September, 2025, tendered an apology for the delay in providing the required information and documents, attributing the delay to internal team changes and an ongoing transition. The opposite party stated that its new team was in the process of reviewing and analysing the relevant documents and requested an extension of two weeks to submit the requisite information and documents in compliance with the interim order dated 22nd August, 2025 and rescheduling of the hearing to any date thereafter.

18. The CCPA agreed to the abovementioned requests of the opposite party and communicated its approval via mail dated 16th September 2025. However, no response was received from the opposite party either within the extended period or thereafter in compliance with the directions contained in the interim order dated 22nd August, 2025. In particular, the opposite party did not furnish any documentary evidence substantiating that the full amount of the tip is remitted to the driver without deductions, nor any clarification as to the applicability of Goods and Services Tax on the said amounts.

19. In the meantime, the DG (Investigation) submitted its Investigation Report on 20th February, 2026. The key findings of the Investigation Report are summarized below:

i. During the investigation, it was observed that the Ola platform previously displayed the prompts "Adding a tip might help increase the chances of getting a ride faster" and "Tip now to boost the chances of getting a ride sooner" which influenced consumer behaviour by nudging them to pay extra.

ii. Although the company claims that adding a tip increases the probability of securing a ride, the data shared during the investigation does not substantiate this assertion. On the contrary, the data indicates that rides without any add-on amount (tip) demonstrated a comparatively higher acceptance rate than rides with an add-on amount. This creates an internal inconsistency between the company's claim and its own data records.

Consequently, the representation that tipping enhances booking chances is misleading, as the evidence provided by the company does not support such a correlation.

iii. While tipping is voluntary and goes entirely to the driver, the platform's interface design indirectly shifts the responsibility of ensuring fair driver earnings onto consumers. By prominently encouraging pre-ride tipping, the platform exerts psychological and social pressure on users, even though such payments are not mandatory.

iv. Soliciting tips before ride acceptance changes the nature of tipping from a voluntary appreciation into a factor affecting service priority, indirectly influencing consumer experience.

v. The practice raises ethical concerns, as noted by consumer authorities, because tipping should be post-service; pre-ride prompts for faster service can be considered an unfair trade practice affecting consumer autonomy.

vi. Currently, the Ola platform displays the prompt: "Choose to Add On - Entire amount goes to your driver."

vii. ANI Technologies Private Limited (OLA) is in violation of Sections 2(28) and 2(47) of the Consumer Protection Act, 2019 r/w Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, as the prompt "Adding a tip might help increase the chances of getting a ride faster" misleads consumers, creates psychological pressure and makes basic service fulfillment indirectly contingent on extra payment, resulting in unfair trade practice and differential treatment.

viii. It is in violation of Section 2(46) of the Consumer Protection Act, 2019 as advance tips act as a de facto condition for faster service, imposing an unreasonable obligation on consumers and altering their contractual rights.

ix. Such mechanisms also violate Guidelines for Prevention and Regulation of Dark Patterns, 2023, by using a deceptive interface that nudges users to tip, subverting consumer autonomy and decision-making.

x. In view of the above, as per the investigation conducted, a case relating to the violations under the Consumer Protection Act, 2019 and alleged use of dark pattern stands established.

20. The investigation report was shared with the opposite party vide letter dated 12th March 2026 and afforded an opportunity to file written comments thereon.

21. Thereafter, the opposite party vide letter dated 17th March, 2026 submitted its interim response wherein it made the following submissions:-

i. The opposite party objected to and denied the findings and conclusions drawn in the Investigation Report dated 20th February, 2026. It contended that they are based on preconceived notions without proper appreciation of the data and explanations submitted by it, on erroneous assumptions drawn without any factual foundation or supporting data and on an incorrect and misconceived interpretation of law and appreciation of facts. It further contended that the Investigation Wing had acted in haste and without proper application of mind.

ii. The opposite party sought four week's time to submit a detailed and comprehensive response to the Investigation Report.

iii. The opposite party submitted that it had not been provided with a copy of the complaint dated 16th May, 2025, on the basis of which cognizance was taken by the CCPA. It contended that this amounted to a procedural impropriety vitiating the investigation and the present proceedings.

iv. The opposite party requested that confidentiality be maintained and that no information in relation to the Investigation Report or the present proceedings be shared with third parties or the media pending final adjudication, as the same would cause serious prejudice to it.

22. The request of the opposite party for grant of additional time was considered by the CCPA. CCPA vide email dated 02nd April, 2026 informed the opposite party that it had been granted an extension of four weeks to file its detailed and comprehensive response to the Investigation Report dated 20th February, 2026 failing which the matter would be proceeded with in accordance with law. Along with the said email, the CCPA forwarded a copy of the complaint received on 16th May, 2025, in view of the request made by the opposite party in its interim response dated 17th March, 2026.

23. The opposite party vide email dated 08th April, 2026, sought additional time to respond to the Investigation Report and to the complaint shared with it on 02nd April, 2026.

24. Thereafter, the opposite party vide letter dated 30th April, 2026 submitted its detailed response to the Investigation Report wherein it made the following submissions:-

i. Procedural objections: Belated disclosure of complaint: The complaint, which formed the basis of the Show Cause Notice and the proceedings, was shared with the opposite party for the first time on 02nd April, 2026, after completion of the investigation and publication of the Investigation Report. An authority exercising quasi-judicial functions is bound to disclose all material relied upon. The opposite party was deprived of an opportunity to examine and respond to the complaint during the investigation. Such belated disclosure cannot cure the defect and it vitiates the entire process in violation of the principles of natural justice.

ii. Proceedings founded on an unverified complaint: The complaint contains only bald allegations, without any supporting material or any specific instance, date or difficulty faced by the complainant. The complainant had not raised any concern on the opposite party's platform regarding the tipping/add-on feature. The Investigation Report is silent on any examination or verification of the allegations in the complaint. The investigation is a fishing and roving enquiry without any verifiable actionable grievance, much less a class issue. Initiating proceedings on such a complaint infringes the opposite party's right under Article 19(1) (g) of the Constitution of India.

iii. Selective consideration of material: The Investigation Report makes no reference to the hearings held on 04th July, 2025 and 07th August, 2025, or to the written submissions filed by the opposite party in August, 2025, which contained detailed factual data and legal arguments addressing the concerns raised. This silence and selective appreciation is indicative of a predetermined approach.

iv. Factually incorrect premise: The Investigation Report records the prima facie view of the CCPA that the tipping interface was changed after regulatory intervention. This is factually incorrect, since the revision was implemented on 22nd May, 2025, six days before the issuance of the Show Cause Notice, as communicated to the CCPA vide email dated 12th August, 2025. The prima facie view, being based on an incorrect premise, is vitiated.

v. Inconsistent approach: On the one hand, the CCPA, vide order dated 22nd August, 2025, listed the matter for further hearing on 16th September, 2025, indicating that the proceedings before it were ongoing. On the other hand, it simultaneously referred the matter to the Director General on 16th July, 2025 and to the Additional Director General on 28th August, 2025. These actions are fundamentally inconsistent and the reference to the Investigation Wing has vitiated the investigation from the outset.

vi. The data placed on record by the opposite party for Delhi, Bengaluru and Mumbai for the period 10th to 16th June, 2025 shows that the ride acceptance rate remained low even where consumers paid a tip. According to the opposite party, this demonstrates that acceptance is a decision of the driver based on commercial viability and is not influenced by the tip/add-on. Instead of following the data to its logical conclusion, the Investigation Wing inverted it and termed it an "internal inconsistency", although the opposite party has never claimed that the tip/add-on guarantees a ride.

vii. The Investigation Report does not discuss the submission that the add-on assists customers in specific situations, particularly short-distance rides with high dry-run distances or trips to low-supply areas, where drivers may otherwise find the ride commercially unviable.

viii. The findings of the Investigation Report are based on an interface that had already been discontinued before the investigation was initiated. The Report contains no independent examination or legal analysis and mechanically reproduces the concerns raised in the Show Cause Notice and the CCPA's earlier observations.

ix. Response to the conclusions of the Investigation Report: There is no "basic service" involved, since the ride is a commercial transaction between the customer and the driver and the opposite party merely provides a platform.

x. There is no "differential treatment", as customers receive equal access to rides and service quality irrespective of whether a tip/add-on is added. The finding of "psychological pressure" has no factual foundation. The feature is entirely optional, no amount is pre-selected or charged by default and the customer must make an active, affirmative choice.

xi. The interface uses no countdown timers, flashing prompts or language urging immediate action.

xii. The Investigation Report is silent as to which limb of the definition of "unfair trade practice" under Section 2(47) is attracted.

xiii. Characterising an optional feature as a "de facto condition" for faster service is unsupported by any material on record and no unreasonable obligation is imposed on the consumer, who suffers no penalty or disadvantage for not adding an add-on.

xiv. No contract is entered into between the customer and the driver until the driver accepts the ride. At the stage of booking, there is only an offer by the customer. There is no allegation that a driver, having accepted a ride, demands a tip as a condition for completing it.

xv. The Investigation Report does not identify which contractual right is altered, or which part of the definition of "unfair contract" is attracted.

xvi. The tipping/add-on feature, being entirely optional and requiring an affirmative choice, does not satisfy the ingredients of a dark pattern. The Investigation Wing has not identified which specified dark pattern is alleged to have been employed. An interface that is transparent, static and requires affirmative user action cannot be characterised as "deceptive". The data placed on record negates any nudging and consumer autonomy is preserved because the consumer is presented with a clear choice and suffers no adverse consequence for not adding a tip/add-on.

xvii. The opposite party contended that the findings in the Investigation Report are arbitrary and based on assumptions, conjecture and an erroneous interpretation of the legal position. It submitted that the Investigation Wing had mechanically characterised a voluntary and optional feature as an unfair trade practice, an unfair contract and a dark pattern, without identifying the specific provision alleged to have been violated. The opposite party accordingly prayed that the conclusions of the Investigation Report be dismissed and the present proceedings be closed.

25. Thereafter, CCPA provided another opportunity of hearing to the opposite party on 11th June, 2026, wherein Mr. Karun Mehta, Mr. Yugam Taneja and Miss. Carina Arora, Advocates along with OLA legal team appeared on behalf of the opposite party and made the following submissions:-

i. The present hearing is pursuant to the Investigation Report dated 20th February, 2026. The complaint dated 16th May, 2025, which triggered the entire proceedings including the Show Cause Notice dated 28th May, 2025, was never served on the opposite party and was shared with it only on 02nd April, 2026, after the Investigation Report had been issued. Relying on its detailed response dated 30th April, 2026, the opposite party reiterated that the authority exercising quasi-judicial functions was bound to disclose all material relied upon and that it had been deprived of an opportunity to respond to the complaint during the investigation.

ii. Referring to paragraph 4 of the Investigation Report, which records the prima facie view of the CCPA, the opposite party submitted that the Investigation Report does not disclose the basis of the observations that the prompts could mislead consumers and create an illusory benefit affecting consumer autonomy. According to the opposite party, these observations are contrary to the data submitted by it on 05th August, 2025,

which shows that not every consumer uses the feature and that consumer autonomy is preserved.

iii. The observation that the revisions to the tipping interface were undertaken after regulatory intervention is factually incorrect. As informed vide email dated 12th August, 2025, the tipping feature was made live on 27th April, 2025 and removed on 22nd May, 2025, six days before the Show Cause Notice dated 28th May, 2025. The investigation was therefore carried out on the incorrect premise that the tipping feature continued until the investigation commenced. The opposite party referred to paragraph 7 of its written submissions dated 05th August, 2025, which contain screenshots of the previous interface ("Adding a tip might help increase the chances of getting a ride faster") and the present interface ("Choose to Add On - Entire amount goes to your driver").

iv. The complaint is merely a representation. The complainant has neither paid any tip nor been denied a ride and has not explained how the feature has affected her autonomy. According to the opposite party's records, the complainant never raised any grievance with it regarding the tipping feature. The consumer is therefore not aggrieved.

v. The opposite party is only a platform. The offer is made by the customer, the acceptance is by the driver and the entire add-on amount goes directly to the driver, with nothing charged by the opposite party. The tipping feature no longer exists and what remains is only an option for the customer to add to the fare. There are no guidelines or regulations governing the fare structure in this regard. The add-on is used where a ride is commercially unviable for the driver on account of a longer dry run and is ultimately for the benefit of the driver and not the opposite party.

vi. The feature is an "opt-in" and not an "opt-out" feature. No amount is pre-selected and a consumer who does not wish to use it may simply ignore it. The availability of a feature on an app does not mean that any decision is being taken on behalf of the consumer.

vii. The practice is prevalent across the industry and a similar feature has been introduced even by a government-backed cab platform. Several businesses offer premium services, priority access and similar features at higher prices and these cannot be characterised as bribery. If the CCPA considers the practice to be unfair, guidelines applicable uniformly across the industry ought to be issued, as was done in the case of service charge, so as to ensure transparency and a level playing field. Until then, businesses should be free to introduce features within the parameters of the Act.

viii. The Investigation Wing has neither examined the data placed on record by the opposite party nor produced any data to show that the feature causes any harm or distress to consumers. The opposite party submitted that it was in a position to demonstrate that the feature, even with its earlier wording, neither created any negative impression nor forced any customer to pay.

26. During the course of the hearing dated 11th June, 2026, the CCPA put the following to the opposite party:-

i. It is not necessary that the complainant be personally aggrieved or seek a refund or other individual relief. The complainant rightly brought to the notice of the CCPA a practice which may be impacting consumers as a class. The preliminary inquiry conducted by the CCPA found the practice to be prima facie violative of consumer rights, misleading and an unfair trade practice. The practice was also observed to have been adopted by multiple players in the same sector.

ii. The scheme of the Act was explained to the opposite party. Before issuing a Show Cause Notice, the CCPA determines through a preliminary inquiry whether the matter prima facie involves violation of consumer rights as a class, a misleading advertisement or an unfair trade practice. The party is then afforded an opportunity to file its written submissions. Where these do not satisfy the CCPA, the matter is referred to the Director General (Investigation), who also seeks the party's inputs. The Investigation Report is then shared with the party and a further opportunity of hearing is afforded before any final order is passed. Communication of the prima facie opinion to the party is not required under the law. The present hearing is the stage at which the opposite party may place all its submissions, documents and data on record.

iii. The fare offered for a ride is already a function of multiple factors, including traffic and peak congestion. The aggregator has no business introducing a feature by which consumers are made to pay over and above such fare before the ride has commenced. Doing so introduces a tipping culture in which consumers are compelled to pay first in order to obtain the service. This creates anxiety and apprehension in the mind of the consumer that he may not be able to secure a ride.

iv. The absence of complaints does not justify a practice. Once a practice becomes mainstream, consumers come to regard it as the norm and do not complain, in the same manner as corruption becomes normalised. A representation that an additional payment

"may improve your chance of getting a ride" is a malpractice and the burden of the decision is placed upon the consumer and the driver.

v. The feature was admittedly introduced by the opposite party and not by the driver. If the matter is, as contended, one between the consumer and the driver, there was no reason for the opposite party to introduce the feature at all.

vi. Although the wording of the interface has been changed and no longer appears patently objectionable, the opposite party has retained the feature soliciting additional money. The interface offers no option such as a zero amount or a cross mark for a consumer who does not wish to add any amount and no consumer should be compelled to make a choice in this regard.

vii. At the conclusion of the hearing, the CCPA directed the opposite party to make a presentation at the next hearing on the following:-

   a. The manner in which its application functions, including whether a consumer is free to ignore the add-on feature without any consequence; and
   b. The findings of the Investigation Report and the opposite party's response thereto.

27. Thereafter, CCPA provided another opportunity of hearing to the opposite party on 24th June, 2026, wherein Mr. Karun Mehta, Mr. Yugam Taneja and Miss. Carina Arora, Advocates along with OLA legal team appeared on behalf of the opposite party. In compliance with the directions issued at the hearing dated 11th June, 2026, the opposite party made two presentations, one demonstrating the functioning of the add-on feature and the other on its objections to the Investigation Report, along with a video demonstration of the booking process on its application and made the following submissions:-

i. The add-on feature is an "opt-in" and not an "opt-out" feature and is entirely at the discretion of the customer. It is user-centric, involves no dark pattern or coercive user interface element and maintains a clear visual separation between the base fare and the add-on amount.

ii. In the booking process, the customer enters the destination, views the vehicle options and the base fare and taps the "Book" button. The booking request is sent to drivers in the vicinity the moment the "Book" button is tapped. The add-on option is displayed only thereafter, while the search for a driver is already in progress. The search continues irrespective of whether the customer opts for an add-on and a ride may be confirmed

without any add-on. If the customer does not opt in, there is no difficulty, penalty or hidden fee and only the standard fare applies.

iii. The driver is informed of the add-on amount offered by the customer, since the purpose of the feature is to enable the driver to assess whether the ride is commercially viable. This may be relevant where the destination is such that the driver may not get a return ride, or where the dry run to the pick-up point is long in comparison to the trip. The system does not differentiate between bookings with and without an add-on while sharing them with drivers.

iv. The payment of an add-on does not guarantee a ride, as the decision to accept rests entirely with the driver. On being asked whether the payment of an add-on increases the chances of a quicker ride, the opposite party submitted that "the chances do increase", but that this depends upon the driver. The opposite party further confirmed that the add-on screen informs the customer that the add-on "might help" improve the chances of quicker ride confirmation. It stated that the screenshot placed on record with its written submissions dated 05th August, 2025 was of the subsequent screen, which clarifies that the entire amount goes to the driver.

v. The opposite party relied upon its data for the period 10th to 16th June, 2025. It submitted that only about 8% of customers used the add-on feature and that rides with an add-on were of shorter average trip distance (14.7 km) as compared to the overall average (19.3 km) and to rides without an add-on (19.5 km). According to the opposite party, this showed that the add-on is used where the trip is not commercially attractive for the driver.

vi. The fact that the feature is not used by all, or even a majority of, customers demonstrates that consumers make an informed choice and are not subjected to any psychological pressure or anxiety. Had that been the case, the data would have reflected a very different picture and consumers would have complained.

vii. The add-on is not a tip, but an offer of an additional amount by the customer to the driver in case drivers are not accepting the ride, which the driver may or may not accept. The opposite party derives no benefit from it and the entire amount goes to the driver.

viii. The maximum add-on amount that can be entered is ₹500 and the application displays a prompt if a high amount is entered.

ix. The feature is an industry practice and is also offered by a government-supported cab platform. If the practice is considered objectionable, guidelines capping such amounts ought to be issued for the industry as a whole, as was done in the case of service charge.

28. During the course of the hearing dated 24th June, 2026, the CCPA put the following to the opposite party:-

i. The add-on is solicited at a time when the consumer is anxiously awaiting confirmation of the ride. At that stage, the consumer has no knowledge of the prevailing demand and supply, the location of drivers, or whether the destination is unattractive to drivers. The consumer is therefore not in a position to make a rational and informed choice.

ii. The Motor Vehicles Aggregators Guidelines issued by the Ministry of Road Transport and Highways cap the total fare that may be charged and the opposite party also applies surge pricing. The add-on is solicited over and above these.

iii. The opposite party had stated that consumers resort to the add-on only after failing to secure a ride on multiple attempts. When asked whether it had any data to support this statement, the opposite party submitted that it did not have such data.

iv. The opposite party has justified the add-on on two grounds: that it compensates the driver for a longer dry run and that it makes rides to commercially unattractive destinations viable. When asked whether it had any data to establish either ground, the opposite party relied only on the data showing the proportion of customers who had opted for the add-on and the average distances.

v. On the opposite party's own data, the difference between the average dry run for rides with an add-on and rides without an add-on is only about 200 metres. As against this, the pre-set add-on amounts begin at ₹20 and go upwards. The opposite party has not shown how an additional dry run of about 200 metres justifies an add-on of ₹20, ₹30 or ₹40. A driver may also be located very close to the consumer even where an add-on has been paid.

vi. The feature creates a sense of anxiety and of scarcity of service in the mind of the consumer, particularly at places such as railway stations where he needs to leave quickly, so that he ends up paying more.

vii. On the opposite party's own data, about 8% of customers had used the add-on within about a month of its introduction. The opposite party was asked what the present percentage is and stated that it would have to verify the same.

viii. The Motor Vehicles Aggregators Guidelines, 2025, as amended, provide that a tip may be offered only after completion of the ride. Whether described as a tip or as an add-on, the payment has the same effect on the consumer, namely, an additional payment over the base fare in the expectation that a driver will accept the ride.

ix. The screen on which the add-on is displayed reads "Looking for the best drivers for you – Choose to Add On - Entire amount goes to your driver". The consumer viewing this screen does not have the benefit of the opposite party's submissions before the CCPA. The interface creates an impression that payment of the add-on will secure a faster ride, while the opposite party itself takes no responsibility for any such outcome. When asked for what purpose the consumer is being asked to pay the add-on, the opposite party submitted that it is so that, if the driver is not accepting the ride, "your chances might increase".

x. The interface does not provide the consumer with any option to decline or close the add-on prompt.

xi. Unlike a premium seat or a priority service, where the consumer knows that the higher price guarantees the benefit paid for, the consumer paying the add-on is not guaranteed any benefit and is in the dark at the time of making the payment.

29. During the hearing, the CCPA directed the opposite party to furnish data for Delhi, Bengaluru and Mumbai for the period 1st to 15th June, 2026, in the same format as the data for the period 10th to 16th June, 2025. The data was to include a break-up by the amount of add-on paid, along with the corresponding average trip distance and average dry run. At the request of the opposite party, it was granted time until 13th July, 2026 to furnish the said data.

30. In compliance with the directions issued at the hearing dated 24th June, 2026, the opposite party, vide email dated 14th July, 2026, submitted its written submissions dated 13th July, 2026 annexing thereto the presentation titled "OLA App: Voluntary Add-On Feature" and the video demonstration shown at the hearing (Annexure-1), the presentation titled "Infirmities in Investigation Report dated 20 February 2026" (Annexure-2) and the data relied upon (Annexure-3), wherein it submitted as follows:-

i. The contents of its detailed response dated 30th April, 2026 were deemed incorporated and the submissions made at the hearing dated 24th June, 2026 were reiterated, namely:
   a. the add-on feature is optional, is not pre-selected and requires affirmative action;
   b. the booking and the search for a driver begin the moment the customer taps the booking button and the add-on is displayed only thereafter;
   c. a customer who does not wish to opt for the add-on may ignore it and the search for a driver continues irrespective;

d. the decision to accept a ride rests entirely with the driver;
e. there is no penalty or hidden cost for not choosing an add-on; and
f. the entire add-on amount goes to the driver.

ii. The presentation at Annexure-1 describes the prompt displayed at the add-on stage as *"Improve your chances of quicker ride confirmation!"*. It states that the prompt is displayed *"to inform customers that an optional increase in fare may improve ride confirmation chances"* and that the feature empowers customers to *"add on to the ride amount to improve ride confirmation chances in the event no driver is accepting the ride"*. The presentation further states that users may select a suggested add-on amount (such as ₹40 or ₹50) or enter a custom amount.

iii. The presentation at Annexure-2 reiterates the procedural and substantive objections taken in the detailed response dated 30th April, 2026. It further contends that the Investigation Wing failed to consider that the add-on benefitted 46,311 customers in Delhi, 32,337 customers in Bengaluru and 41,359 customers in Mumbai, whose rides were accepted during the period 10th to 16th June, 2025.

iv. The data for the period 10th to 16th June, 2025, as earlier submitted, had been misinterpreted by the Investigation Wing. According to the opposite party, the data shows that only a small percentage of customers use the feature (8% in Delhi, 9.7% in Bengaluru and 7.9% in Mumbai), of whom about 54% to 55% had their rides accepted. It further shows that customers whose ride requests might otherwise not have been accepted were able to secure acceptance after opting for the add-on.

v. On the queries raised at the hearing dated 24th June, 2026, the opposite party clarified as follows:

a. the driver is informed of the base fare and the add-on amount as separate components of the total fare;
b. the add-on does not guarantee allocation of a driver and the opposite party has never represented that it would;
c. the add-on feature does not violate the Motor Vehicles Aggregators Guidelines, 2025, since *"the add-on feature is not a tipping feature but a feature to pay additional fare to the driver in the event the drivers are not accepting the rides due to its commercial un-viability"*; and
d. the maximum add-on amount is ₹499. If ₹499 is entered, the prompt *"Generous Add On! Please re-confirm"* is displayed and if a higher amount is entered, the prompt *"Add On is too high"* is displayed and the user cannot

proceed. The screenshots furnished in this regard show the add-on screens titled *"Looking for the best drivers for you"* and *"Getting you the quickest ride"*, bearing the prompt *"Improve your chances of quicker ride confirmation!"* with pre-set amounts of ₹40, ₹60, ₹70 and ₹90.

vi. The opposite party furnished data for Delhi, Bengaluru and Mumbai for the period 1st to 15th June, 2026, which is summarised as under:-

City	Category	Ride requests	Driver accepted	Acceptance %	Avg. trip distance (km)	Avg. dry run (km)
Delhi	Add-on	1,57,825	59,203	38%	14.5	1.6
Delhi	Non-add-on	12,71,305	7,85,198	62%	21.7	1.5
Bengaluru	Add-on	97,038	38,957	40%	11.6	1.6
Bengaluru	Non-add-on	8,15,040	5,52,731	68%	19.3	1.3
Mumbai	Add-on	1,38,358	53,669	39%	17.3	1.7
Mumbai	Non-add-on	15,14,898	10,36,184	68%	22.4	1.4

vii. On the basis of the said data, the opposite party submitted that the percentage of customers using the add-on had increased only marginally, from 8.2% to 11.04% in Delhi, from 9.7% to 10.64% in Bengaluru and from 7.9% to 8.37% in Mumbai, so that an overwhelming majority of customers continue to book rides without the add-on. It further submitted that add-on rides continue to be of shorter average trip distance with a comparatively longer dry run, which shows that customers use the add-on where a driver may otherwise consider the trip commercially unviable.

viii. Customer ratings for add-on rides (Delhi 4.56, Bengaluru 4.69, Mumbai 4.65) are equal to or negligibly higher than those for non-add-on rides (Delhi 4.55, Bengaluru 4.61, Mumbai 4.64). According to the opposite party, had the feature been perceived as coercive, manipulative or distressing, as suggested at the hearing dated 24th June, 2026, the ratings for add-on rides would have been lower.

ix. The average add-on amount paid is ₹33.9 in Delhi, ₹35.8 in Bengaluru and ₹40.8 in Mumbai. The opposite party submitted that these amounts are modest and consistent with the amount ordinarily required to offset a longer dry run or shorter trip distance.

x. On random screening of the data of some users, the opposite party found instances where, for the same pickup and drop location:

a. a customer who did not opt for the add-on was unable to get a cab, but secured a ride after opting for it.

b. a customer who opted for the add-on did not get a ride, but got a ride on a subsequent booking without the add-on.

c. Lists of 45 and 30 such instances respectively were placed on record.

xi. The opposite party submitted that the feature exerts no psychological pressure, is entirely optional, has helped customers who were not getting rides and is used voluntarily by a very small fraction of customers. It prayed that the complaint be dismissed and the present proceedings be closed.

31. The CCPA has carefully considered the reply of the opposite party dated 13th June, 2025, its written submissions dated 05th August, 2025, the email dated 12th August, 2025, its reply to the Investigation Wing dated 28th January, 2026, its interim response dated 17th March, 2026, its detailed response dated 30th April, 2026, its submissions dated 13th July, 2026 along with the presentations, video and data annexed thereto, the oral submissions advanced at the hearings dated 04th July, 2025, 07th August, 2025, 11th June, 2026 and 24th June, 2026, the Investigation Report dated 20th February, 2026 and the entire material on record. Before proceeding to the merits of the matter, it is necessary to deal with the procedural objections raised by the opposite party.

32. The opposite party has contended that the complaint, being the basis of the proceedings, was shared with it only on 02nd April, 2026, after the investigation was completed and that the entire process is thereby vitiated. The CCPA finds no merit in this contention. The Show Cause Notice dated 28th May, 2025 set out the CCPA's own observations on the Ola platform, the specific prompt displayed to consumers along with a screenshot thereof and each of the provisions alleged to have been violated. The substance of the complaint that the opposite party prompts users to pay a tip before the ride is confirmed on the suggestion that it would speed up the booking, was thus disclosed to the opposite party at the very threshold and was met by it on merits in its reply dated 13th June, 2025. The existence of the impugned prompt has at no stage been disputed. On the contrary, the opposite party itself placed on record screenshots of its previous tipping screens bearing the prompts *"Adding a tip might help increase the chances of getting a ride faster"* and *"Tip now to boost the chances of getting a ride sooner"*.

33. The findings recorded in the present order do not rest on any allegation in the complaint which was not independently put to the opposite party. They are founded on the opposite party's own interface, its own submissions and data and the Investigation Report, each of which

comes from or was furnished to the opposite party. In any event, the complaint was furnished to the opposite party on 02nd April, 2026 along with an extension of four weeks. The opposite party thereafter filed its detailed response dated 30th April, 2026, was heard on 11th June, 2026 and 24th June, 2026 and filed further submissions dated 13th July, 2026, all before the present order was passed. The opposite party has not been able to point out a single averment in the complaint which it has been prevented from meeting. It is settled law that a plea of violation of the principles of natural justice must be tested on the touchstone of prejudice (*State Bank of Patiala v. S.K. Sharma*, (1996) 3 SCC 364). Further, as held by the Hon'ble Supreme Court in *Competition Commission of India v. Steel Authority of India Ltd. & Anr.*, (2010) 10 SCC 744, in the context of the *pari materia* scheme of the Competition Act, 2002, the right to notice and hearing arises upon receipt of the investigation report and not at the stage of investigation. Therefore, the objection is rejected.

34. The opposite party has contended that the complaint contains bald allegations, that the complainant was not personally aggrieved and never raised any grievance on its platform, that the enquiry is roving and that the proceedings infringe its right under Article 19(1) (g) of the Constitution of India. The contention misconceives the nature of the jurisdiction exercised by the CCPA. The CCPA does not adjudicate individual consumer disputes. Its mandate under Sections 10 and 18 of the Act is to protect, promote and enforce the rights of consumers as a class and Section 18(2) (a) read with Section 19(1) of the Act expressly empowers it to inquire into violations of consumer rights or unfair trade practices *"suo motu or on a complaint received or on the directions from the Central Government"*. As was communicated to the opposite party vide letter dated 01st April, 2026, the CCPA, on the basis of the contents of the complaint, took suo motu action against the opposite party as well as other cab aggregator platforms. The proceedings are not dependent on the verification of the individual grievance of the complainant, nor on the complainant having suffered a particular loss or having first approached the opposite party.

35. Equally, the complaint is not a bald or theoretical document. It identifies the opposite party, the precise feature complained of, the stage at which it operates and the manner in which it affects consumers and the feature so described is admitted by the opposite party. Nor was the enquiry roving; it was confined throughout to a specific, identified and admitted feature of the opposite party's application. As regards Article 19(1) (g), the right to carry on trade or business is subject to reasonable restrictions under Article 19(6) and the Act is a law enacted in the

interest of the general public. The exercise of statutory powers under such a law, after due notice and hearing, does not infringe the said right. The objection is rejected.

36. The opposite party has repeatedly contended that no consumer has complained that the Investigation Wing has produced no data of actual harm and that the low usage of the feature and the customer ratings demonstrate the absence of any pressure. The contention proceeds on an incorrect reading of the Act. Section 2(28) (ii) of the Act is attracted where an advertisement *"is likely to mislead the consumers"*; Section 2(47) is attracted where a trade practice *"adopts any unfair method or unfair or deceptive practice"*; and Clause 2(e) of the Dark Patterns Guidelines is attracted where a design pattern is *"designed to mislead or trick users"*. None of these provisions requires proof of actual deception of an identified consumer or quantified loss. The test is the tendency of the representation or design, judged from the standpoint of an ordinary consumer. As observed by the CCPA at the hearing dated 11th June, 2026, once a practice is normalised, consumers come to regard it as the norm and cease to complain. The absence of complaints is no index of the fairness of a practice. The objection is rejected.

37. The Investigation Report is an aid to the CCPA and not a substitute for its own determination. The final determination under Sections 20 and 21 of the Act is made by the CCPA on the entire record including the hearings dated 04th July, 2025 and 07th August, 2025 and the written submissions dated 05th August, 2025 which the opposite party contends were ignored has been recorded and considered in the present order. The opposite party has been heard on four occasions by the CCPA itself. Therefore, the objection does not survive.

38. The opposite party contends that the revision of the interface was implemented on 22nd May, 2025, six days before the Show Cause Notice and that the prima facie view and the Investigation Report proceed on an incorrect premise. Even if the date of 22nd May, 2025 is accepted, the objection does not advance the opposite party's case, for the following reasons:-

i. On the opposite party's own showing, the tipping prompts were live on its platform from 27th April, 2025 to 22nd May, 2025. A contravention once committed is not effaced by its subsequent withdrawal. Withdrawal is a factor relevant to the quantum of penalty.

ii. The revision was not a proactive or voluntary measure. The opposite party's own representative stated before the CCPA at the hearing dated 07th August, 2025 that the change was made *"almost overnight"*, around the time the issue was raised publicly by

the Hon'ble Minister. The revision was thus a response to governmental scrutiny of the practice, which is precisely what the prima facie observation records.

iii. The revision was one of form and not of substance. The word *"tip"* was replaced with *"add-on"*, but the feature continues to solicit an amount over and above the upfront fare, at the same stage, on the same screen and continues to represent to the consumer that the payment expedites the ride. This is evident from the messages *"Getting you the quickest ride to your destination"* and *"Improve your chances of quicker ride confirmation!"*, the latter having been displayed by the opposite party itself in the live demonstration before the CCPA on 24th June, 2026 and in its presentation dated 13th July, 2026. The assertions of the opposite party before the CCPA on 07th August, 2025 and before the Investigation Wing on 28th January, 2026 that the phrase suggesting faster rides had been discontinued are, therefore, contradicted by its own interface.

iv. The reference under Section 19(1) of the Act was founded on the language and placement of the prompts and the absence of any substantiation thereof and not merely on the timing of the revision. The objection is rejected.

39. For the same reasons, the contention that the Investigation Report is founded on an interface already discontinued is without merit. The Investigation Report records the interface as it stood on 30th December, 2025 and the CCPA in the present order has examined the interface as it presently operates including as demonstrated by the opposite party itself at the hearing dated 24th June, 2026.

40. The opposite party contends that the CCPA continued to hear the matter and listed it for further hearing on 16th September, 2025 while simultaneously referring it to the Director General on 16th July, 2025 and that no prima facie opinion could have been formed before the conclusion of the hearings. Section 19(1) of the Act empowers the Central Authority, upon being satisfied that a prima facie case exists, to *"cause investigation to be made"*. The direction under Section 19(1) is administrative and preparatory in character and is not an adjudicatory determination of rights. The Act does not contemplate any hearing at the stage of reference, the opportunity of hearing being expressly provided at the stage of Sections 20 and 21. This position is supported by the ratio of the Hon'ble Supreme Court in *Competition Commission of India v. Steel Authority of India Ltd. & Anr.* (supra) and has been affirmed in the specific context of Section 19(1) of the Act by the Hon'ble High Court of Karnataka in *OLA Electric Mobility Limited v. Central Consumer Protection Authority*, W.P. No. 34459 of 2024 (GM-

CON), wherein it was held that a plain reading of Section 19(1) does not contemplate any order being passed recording a prima facie finding against the party concerned. The investigation by the Director General is not a separate proceeding. It is an integral step within the proceeding before the CCPA.

41. As recorded hereinabove, the CCPA formed its prima facie view upon conclusion of the hearing dated 04th July, 2025, after considering the reply of the opposite party and the reference was communicated to the Director General letter dated 16th July, 2025, together with the said reply. The CCPA remained seized of the matter throughout. That it heard the opposite party again on 07th August, 2025 and called for specific information vide interim order dated 22nd August, 2025 only afforded the opposite party an additional opportunity to place its case on record, it did not create a second proceeding and far from prejudicing the opposite party, operated to its benefit. Regulation 4(3) of the Central Consumer Protection Authority (Submission of Inquiry or Investigation by the Investigation Wing) Regulations, 2021 provides that a preliminary inquiry need not follow formal rules of procedure. It is also noteworthy that the hearings fixed for 18th July, 2025 and 16th September, 2025 were deferred at the opposite party's own request and that the information called for by the interim order dated 22nd August, 2025, namely, documentary evidence of remittance of the entire amount to the driver and clarification on the applicability of Goods and Services Tax, was never furnished despite the extension sought and granted. The objection is rejected.

42. The opposite party contends that the Investigation Report does not identify which limb of Sections 2(28), 2(46) and 2(47) of the Act, or which specified dark pattern, is attracted. The Show Cause Notice dated 28th May, 2025 identified each provision alleged to have been violated, including *"Confirm Shaming"* under Clause 2(e) read with Clause 3 of Annexure 1 to the Dark Patterns Guidelines and the opposite party responded to each of them, including specifically to the allegation of *"Confirm Shaming"*, in its reply dated 13th June, 2025 and its written submissions dated 05th August, 2025. The opposite party was thus at no stage in doubt as to the case it was required to meet. It is for the CCPA to return findings under Sections 20 and 21 of the Act and the CCPA has identified in the paragraphs that follow the specific limbs of each provision found to be contravened.

43. The principles of natural justice require that the opposite party be given full particulars of the case against it and an adequate opportunity to meet it before any order is passed. In the present matter:-

i. The opposite party was served with a detailed Show Cause Notice dated 28th May, 2025 along with a screenshot of the impugned prompt;
ii. It was granted the extension sought and its reply dated 13th June, 2025 was considered;
iii. It was heard on 04th July, 2025 and 07th August, 2025 and its written submissions were taken on record;
iv. It was afforded an opportunity to join the investigation and did so;
v. The Investigation Report was shared with it on 12th March, 2026;
vi. The complaint was shared with it on 02nd April, 2026;
vii. Extensions of time were granted on each occasion sought;
viii. Its detailed response dated 30th April, 2026 was received;
ix. It was heard on 11th June, 2026 and 24th June, 2026, including by way of presentations and a live demonstration; and
x. Its further submissions dated 13th July, 2026 have been taken on record.

These safeguards fully satisfy the requirements of natural justice and due process. The procedural objections are rejected.

44. The impugned interface elements, as they emerge from the Show Cause Notice, the opposite party's own submissions, screenshots and presentations, the Investigation Report and the live demonstration before the CCPA, are as follows:-

i. *"Adding a tip might help increase the chances of getting a ride faster"*, with pre-set amounts of ₹10, ₹20, ₹30 and ₹40, on the screen titled *"Booking a driver soon"*;
ii. *"Tip now to boost the chances of getting a ride sooner"*, with pre-set amounts of ₹20, ₹30, ₹40 and ₹50, on the screen titled *"Looking for the best drivers for you"*;
iii. *"Choose to Add On - Entire amount goes to your driver"*, with pre-set amounts of ₹20, ₹30, ₹40 and ₹50 and an option to *"Enter Add On amount"*, on the screens titled *"Looking for the best drivers for you"* and *"Finding the best auto rides for you"* (the latter captured by the Investigation Wing on 30th December, 2025);
iv. *"Chosen voluntary Add On applied. Getting you the quickest ride to your destination."*, displayed upon the consumer selecting an add-on;
v. *"Improve your chances of quicker ride confirmation!"*, with pre-set amounts of ₹40, ₹60, ₹70 and ₹90, a facility to enter any amount up to ₹499 and the prompt *"Generous*

Add On! Please re-confirm" at that ceiling, on the screens titled *"Looking for the best drivers for you"* and *"Getting you the quickest ride"*, as reflected in the presentation and screenshots placed on record by the opposite party with its submissions dated 13th July, 2026; and

vi. *"Improve your chances of quicker ride confirmation!"*, with pre-set amounts of ₹30, ₹40, ₹50 and ₹60 and an option to *"Enter Add On amount"* in one booking and with pre-set amounts of ₹50, ₹80, ₹110 and ₹140 in another booking, as displayed during the live demonstration of the application by the opposite party before the CCPA at the hearing dated 24th June, 2026.

45. Each of these elements is displayed after the consumer has booked the ride at the upfront fare computed and displayed by the opposite party's own platform, while the platform is searching for a driver and before any driver has accepted the ride. Each solicits, through pre-set amounts, a payment over and above the upfront fare, at a stage when the consumer has committed to the journey and is awaiting confirmation. Three features of the present interface deserve particular notice. First, notwithstanding the withdrawal of the word *"tip"* on 22nd May, 2025, the representation that the payment improves the chances of a quicker ride has been continuously retained and was displayed before the CCPA itself on 24th June, 2026, more than a year after the Show Cause Notice and more than six months after the amendment to the Motor Vehicles Aggregators Guidelines, 2025. Secondly, the pre-set amounts are not fixed but are generated by the opposite party's platform and vary from booking to booking. In the live demonstration alone, the suggested amounts ranged from ₹30 to ₹140, the highest suggested figure in one booking being more than four times that in the other. The opposite party has not disclosed to consumers, or to this Authority, the basis on which such amounts are generated. Thirdly, the suggested amounts have progressively escalated over the course of these proceedings, from ₹10-₹40 in May, 2025 to ₹40-₹90 and ₹50-₹140 in 2026, precisely as apprehended by the CCPA at the hearing dated 07th August, 2025.

46. Section 2(1) of the Act defines *"advertisement"* to mean any audio or visual publicity, representation, endorsement or pronouncement made by means of light, sound, smoke, gas, print, electronic media, internet or website. A representation displayed to consumers on the opposite party's mobile application in the course of booking a service is an advertisement within the meaning of the Act.

47. Section 2(28) of the Act defines *"misleading advertisement"* in relation to any product or service as an advertisement which-

i. *falsely describes such product or service; or*

ii. *gives a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; or*

iii. *conveys an express or implied representation which, if made by the manufacturer or seller or service provider thereof, would constitute an unfair trade practice; or*

iv. deliberately conceals important information;

48. The impugned prompts represent to the consumer that paying an additional amount before acceptance of the ride will increase his chances of getting a ride faster, sooner or with quicker confirmation. This is a representation as to a material aspect of the service, namely, the manner and speed of its fulfilment. The opposite party's defence that the words *"might help"* and *"chance"* denote only a probability and that no guarantee is held out, does not assist it.

49. The question is not whether the prompt amounts to a guarantee, but the overall impression it conveys to an ordinary consumer at the point of decision. Displayed on a screen announcing that a driver is being searched for, immediately above a row of pre-set amounts, the only message a consumer can reasonably take from the prompt is that paying one of those amounts will expedite his ride. A qualifier may soften the degree of a claim, but it does not alter its direction. The prompt *"Tip now to boost the chances of getting a ride sooner"* carries no qualifier at all and the messages *"Getting you the quickest ride to your destination"* and *"Improve your chances of quicker ride confirmation!"* are direct and unqualified assertions linking the payment to expedited service. Indeed, when asked at the hearing dated 24th June, 2026 whether the payment of an add-on increases the chances of a quicker ride, counsel for the opposite party answered that *"the chances do increase"* and the opposite party's own presentation describes the purpose of the feature as enabling customers *"to improve ride confirmation chances in the event no driver is accepting the ride"*.

50. A representation of efficacy, whether absolute or qualified, must be capable of substantiation by the person making it and the burden of such substantiation lies squarely on the advertiser. The opposite party's own data does not substantiate the representation. It contradicts it. For the period 10th to 16th June, 2025, only about 55% of ride requests with an

add-on were accepted (46,311 out of 84,564 in Delhi; 41,359 out of 77,154 in Mumbai), as against about 70% of ride requests without an add-on (6,66,987 out of 9,49,471 in Delhi; 6,26,207 out of 8,96,529 in Mumbai). For the period 1st to 15th June, 2026, the gap has widened: the acceptance rate for ride requests with an add-on was 38% in Delhi, 40% in Bengaluru and 39% in Mumbai, as against 62%, 68% and 68% respectively for ride requests without an add-on. In other words, a consumer who paid the add-on in June, 2026 had a markedly lower chance of his ride being accepted than one who did not.

51. The opposite party seeks to explain this by contending that add-ons are used predominantly for rides that are commercially less viable, namely, shorter trips with a higher dry run and that the add-on enabled customers who would otherwise not have secured a ride to do so. The explanation does not discharge the burden of substantiation. If the add-on is in fact used for the least viable rides, the opposite party, which alone holds the relevant data, was required to demonstrate that, for comparable rides, the payment of an add-on improves the probability or speed of acceptance. No such demonstration has been placed on record. The averages furnished show that the difference in average dry run between add-on and non-add-on rides is only about 0.1 km to 0.3 km, which by itself cannot account for a difference of 22 to 29 percentage points in acceptance.

52. The opposite party has itself admitted, at the hearing dated 24th June, 2026, that it has no data to support its statement that consumers resort to the add-on only after failing to secure a ride on multiple attempts. The randomly screened instances relied upon by the opposite party cut both ways, since they include bookings with an add-on that were cancelled for want of a driver and later completed without one; and, of the 45 instances relied upon to show that the add-on helped secure a ride, the first booking was in at least ten cases cancelled by the customer himself, including four with the recorded reason *"got a faster ride"*. Customer ratings, which are recorded after the ride, measure the experience of the ride and not the truth of the representation made before it. A handful of anecdotal instances cannot substantiate a representation displayed to lakhs of consumers every week.

53. The stand of the opposite party is internally contradictory. In its reply dated 13th June, 2025 and its written submissions dated 05th August, 2025, the opposite party asserted that ride booking, assignment and driver engagement are handled through standardised algorithms that do not consider tipping behaviour, that consumers receive equal access to rides and that

advance tipping does not alter how rides are assigned. In the same written submissions, however, it stated that it is *"in customers" interest to have the option to pay tip to the driver to increase chances of ride acceptance"* and that the option is exercised *"as a measure to improve the likelihood of securing a ride"*; the driver's screen furnished by it displays the booking as *"incl. ₹20 Tip"*; and in its submissions dated 13th July, 2026 it stated that the add-on *"has helped customers who were not getting rides"*. The opposite party cannot have it both ways. If the add-on does not influence acceptance, the representation that it improves the consumer's chances of a quicker ride is false. If it does influence acceptance, consumers who do not pay it are placed at a relative disadvantage in securing a ride at the very fare quoted to them, contrary to the opposite party's own assertion of equal access and the opposite party has concealed this from them. On either footing, the representation made to the consumer is misleading advertisement under the Act.

54. The opposite party's reliance on paragraph 4(1) (a) and (b) of the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022 is misplaced, since a representation cannot be regarded as truthful and honest where the advertiser is unable to substantiate it. Further, the opposite party, while continuing to display the prompts, did not disclose to consumers that, on its own data, ride requests with an add-on recorded a lower acceptance rate than those without, nor the basis on which the pre-set amounts are generated. This constitutes concealment of information material to the consumer's decision. Therefore, CCPA finds that the impugned prompts give a false and unsubstantiated impression as to the manner and speed of fulfilment of the service and are likely to mislead consumers within the meaning of Section 2(28)(ii) of the Act and conceal important information within the meaning of Section 2(28)(iv) of the Act and accordingly constitute a misleading advertisement under Section 2(28) of the Act read with the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022.

55. Section 2(47) of the Act defines *"unfair trade practice"* as a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice, including the practices enumerated thereunder. The enumeration is inclusive and a practice which is unfair or deceptive in substance falls within the definition even if it is not specifically enumerated. Further, under Section 2(47) (i) (d) and (f) of the Act, the making of a statement, whether orally or in writing or by visible representation including by means of electronic record, which

represents that services have performance, characteristics or benefits which such services do not have, or which makes a false or misleading representation concerning the need for, or the usefulness of, any services, is itself an unfair trade practice. The representation that the add-on improves the chances of quicker ride confirmation, which is contradicted by the opposite party's own data and which is made to a consumer who has no means of knowing whether any additional payment is needed at all, falls within the said provision.

56. The opposite party has, over the course of these proceedings, characterised the impugned payment in materially different ways. In its reply dated 13th June, 2025, it was described as a *"gratuitous payment"* and an *"upfront reward in anticipation of good service"* which does *"not affect the fare"*. In its submissions dated 13th July, 2026, it is described as *"not a tipping feature but a feature to pay additional fare to the driver in the event the drivers are not accepting the rides due to its commercial un-viability"*. The shifting characterisation is itself indicative that the label has been adapted to the regulatory position of the moment.

57. If the payment is a tip, the very premise of an *"advance tip"* is untenable. A tip is, by its nature, a voluntary, post-facto gesture of appreciation for a service already rendered and found satisfactory by the consumer. No consumer can meaningfully assess, at the stage of booking, whether a service that has not yet commenced deserves an additional gratuitous payment. The opposite party's own description of the tip as *"an upfront reward in anticipation of good service"* is a contradiction in terms. It seeks to extract a reward for performance that has not yet occurred and may never occur to the consumer's satisfaction.

58. If, on the other hand, the payment is, as the opposite party now contends, an *"additional fare"*, then it is an increase in the fare solicited after the consumer has already confirmed the booking at the upfront fare computed and displayed by the opposite party. The opposite party's own help page represents to consumers that the upfront fare already includes base fare, distance and time charges and peak pricing and that consumers will always be informed of any fare increase before they confirm a booking. Scarcity of drivers and high demand are thus already priced into the fare through peak pricing. Soliciting a further amount, after confirmation, on account of the very same scarcity amounts to extracting a second premium for a condition for which the consumer has already paid, in departure from the opposite party's own representation as to how its fares are determined. In its written submissions dated 05th August, 2025, the opposite party has admitted that it *"cannot discriminate and increase fare for a destination*

located in a low supply area as the fare is automatically calculated basis the trip distance". The add-on is thus a device by which the consequences of the opposite party's own fare design are passed on to the consumer, outside the fare disclosed to him, at the moment of his greatest dependence on the service.

59. The justification offered for the add-on, namely compensating the driver for a longer dry run runs contrary to the fare framework under the Motor Vehicles Aggregators Guidelines, 2025 issued by the Ministry of Road Transport and Highways. Under the said Guidelines:-

i. *"Fare"* means the total charges payable by the passenger to the driver or the aggregator for a journey.
ii. Clause 17.2 provides that the base fare shall be for a minimum of three kilometres *"to compensate for dead mileage including the distance travelled without a passenger and the distance travelled and fuel utilized for picking up the passenger(s)"*;
iii. Clause 17.8 provides that no passenger shall be charged for dead mileage except where the ride is of less than three kilometres; and
iv. Clause 17.3 caps dynamic pricing at two times the base fare.

60. The distance travelled by the driver to reach the passenger is thus already accounted for in the base fare and the passenger is not to be separately charged for it. An *"additional fare"* solicited from the passenger on account of dry run, outside the fare disclosed at booking and in amounts generated by the opposite party's platform, operates outside this structure.

61. The justification offered for the quantum of the add-on does not withstand examination either. On the opposite party's own data, the average dry run for add-on rides exceeds that for non-add-on rides by only about 0.1 km to 0.3 km, a difference which the CCPA noted at the hearing dated 24th June, 2026 to be marginal. As against this, the pre-set amounts displayed to consumers range up to ₹90 and ₹140, the interface permits amounts up to ₹499 and the average add-on actually paid is ₹33.9 in Delhi, ₹35.8 in Bengaluru and ₹40.8 in Mumbai. No material has been placed on record to show how these amounts correspond to the additional dry run or to any other identifiable cost. The CCPA further notes that the opposite party's own booking data records the reason for cancellation of unfulfilled bookings, including bookings carrying an add-on, predominantly as *"stock_out"* or *"demand_stock_out"*, that is, as a shortfall of supply on the opposite party's own platform.

62. Since, on the opposite party's own case, the add-on is displayed to the driver as a separate component of the fare and is intended to improve the commercial viability of the ride for the driver, it necessarily operates on the driver's decision to accept. The very existence of the feature incentivises drivers to decline or delay acceptance of rides offered at the fare already computed and displayed to the consumer, in the anticipation that an additional amount may be offered. This conditions the practical availability of the service on the consumer's willingness to pay beyond the quoted fare, pressuring the consumer from both ends of the transaction: at the interface level, through prompts urging an increased payment and at the supply level, through drivers withholding acceptance at the quoted fare. Consumers unable or unwilling to pay the additional amount are relegated, notwithstanding having accepted the same fare as those who pay more. The increase in usage of the feature from 8.2% to 11.04% of customers in Delhi between June, 2025 and June, 2026, accompanied by a decline in the acceptance rate of add-on requests from about 55% to 38%, is consistent with this effect and bears out the concern expressed by the CCPA at the hearing dated 07th August, 2025 that the amounts considered normal would progressively escalate.

63. The CCPA finds the reasoning of the Hon'ble High Court of Karnataka in **Uber India Systems Private Limited v. State of Karnataka** (WP No. 24501 of 2022 c/w WP No. 24486 of 2022, decided on 27.05.2024) to be instructive. The Hon'ble Court, while examining peak, dynamic and surge pricing by ride-hailing aggregators, observed as follows:-

> *"24.8. Peak pricing, dynamic pricing or surge pricing is apparently charged due to non or low availability of vehicles on the app of the aggregator. In my considered opinion, the same cannot be a basis of charge by the aggregator, the aggregator having held out to the passenger/customer that vehicles would be available for hire/hailing; it is on account of the non-availability or low availability of the vehicles on the aggregator app that the above charges called as Peak pricing, dynamic pricing or surge pricing are sought to be levied.*
>
> *24.9. The aggregator not having made available the requisite number of vehicles cannot charge Peak pricing, dynamic pricing or surge pricing charges. The same would amount to taking advantage of the aggregator not being able to provide the requisite number of vehicles, no premium can be collected by the aggregator for its own defaults.*

24.12. I am also of the considered opinion having considered all relevant aspects that if such Peak pricing, dynamic pricing or surge pricing is permitted, there is a possibility of the aggregator falsely claiming these amounts when there is a surge or peak, since all the actions on the part of the Aggregators are couched in secrecy and it not being placed on record as to the basis of such charge and in what manner the same would be considered and or calculated."

64. The aforesaid reasoning applies with greater force in the present case. The add-on is solicited precisely when the opposite party's platform is unable to secure a driver at the fare it has itself quoted, a condition recorded in its own data as a *"stock_out"*. By soliciting an additional amount at such moments, over and above a fare that already includes peak pricing and in amounts generated by its own platform on an undisclosed basis, the opposite party is passing on to the consumer the cost of its own inability to ensure adequate driver supply at its quoted fare. The basis of the alleged correlation between the add-on and ride confirmation and of the amounts suggested, remains undisclosed to consumers and unsubstantiated before the CCPA.

65. The vice of the impugned practice is aggravated by the fact that the very condition on which the solicitation is premised, namely that drivers are not available or are not accepting the ride at the quoted fare, is a condition known only to the opposite party. The information as to the number of drivers in the vicinity, the number of pending requests, the rate at which requests are being accepted and the manner in which requests are presented to drivers rests exclusively with the opposite party's platform and its algorithm. The consumer has no means of knowing whether drivers are in fact scarce at that moment, or to what extent. It is the opposite party which decides when the prompt is displayed, what it says and what amounts are suggested. The scarcity which the prompt conveys to the consumer is thus a scarcity as represented by the platform, which the platform alone is in a position to create, amplify or present and which the consumer has no means of verifying. A practice which permits a platform to monetise a scarcity that it alone can observe and represent and which its own design can deepen, is inherently prone to abuse. This is precisely the concern expressed by the Hon'ble High Court of Karnataka in Uber India Systems Private Limited (supra), namely, that "all the actions on the part of the Aggregators are couched in secrecy" and the basis of the charge is not placed on record.

66. The CCPA is further of the view that such a practice has no natural limit. If a consumer can today be asked for ₹10 to secure a faster ride, there is nothing in the design of the feature to prevent the same consumer from being asked for ₹20 tomorrow, ₹30 the day after and ₹50 thereafter, with no objective basis disclosed for any of these figures. The record of the present proceedings shows that this is not a hypothetical apprehension. The pre-set amounts displayed by the opposite party have risen from ₹10–₹40 in May, 2025 to ₹40–₹90 in the screenshots placed on record with its submissions dated 13th July, 2026 and to as high as ₹140 in the live demonstration before the CCPA on 24th June, 2026, while the interface permits amounts up to ₹499. Over the same period, the proportion of customers paying the add-on in Delhi rose from 8.2% to 11.04%, while the acceptance rate of requests carrying an add-on fell from about 55% to 38%. A consumer who is shown progressively higher amounts, on the representation that paying them will improve his chances of a ride, while the platform alone controls both the representation and the underlying data, is placed under a growing apprehension that without paying he will not get a quick or proper ride. That apprehension is the element of fear which brings the practice within "Confirm Shaming" under Clause 3 of Annexure 1 to the Dark Patterns Guidelines, as found hereinafter.

67. The analogy drawn by the opposite party with premium services and priority access does not hold. Where a consumer pays for a premium seat or a priority service, the price is disclosed before the transaction, forms part of the contracted price and secures a defined benefit which the service provider undertakes to deliver. In the present case, the add-on is solicited after the booking, outside the disclosed fare and secures no defined benefit at all. The opposite party expressly disclaims any responsibility for ride confirmation, while at the same time representing that the payment improves the chances of it. The consumer thus pays for a benefit which the opposite party neither defines nor undertakes to deliver.

68. The opposite party has further contended that the add-on is an *"opt-in"* feature which the consumer may ignore, that no amount is pre-selected or charged by default and that the search for a driver continues irrespective. These features do not render the practice fair. The vice of the practice lies not in compulsion but in solicitation coupled with an unsubstantiated representation, at a point of maximum consumer anxiety and minimum consumer information. As observed by the CCPA at the hearing dated 24th June, 2026, the consumer at that stage has no knowledge of the prevailing demand and supply, of the location of drivers, or of whether

his destination is unattractive to drivers, all of which information rests exclusively with the opposite party.

69. The opposite party has also contended that tipping is not illegal, that no law or guideline prohibits the feature, that the feature is an industry practice also adopted by other platforms including a government-supported cab platform and that any restriction ought to be imposed through a guideline applicable uniformly across the industry, as was done in the case of service charge. The CCPA is not concerned in the present proceedings with a consumer's freedom to voluntarily tip a driver after the service has been rendered. What is under examination is the solicitation of a payment before acceptance of the ride, coupled with a representation that such payment improves the chances of a quicker ride. Sections 2(28) and 2(47) of the Act and the Dark Patterns Guidelines apply of their own force and their application does not await the issuance of a practice-specific guideline. That other platforms may have adopted a similar practice does not render it fair. It only enlarges the class of consumers affected. In any event, the concern of a level playing field stands addressed, since Clause 14.15 of the Motor Vehicles Aggregators Guidelines, 2025 applies uniformly to all aggregators and the CCPA has proceeded against the same practice on other platforms. Further, the opposite party itself submitted at the hearing dated 04th July, 2025 that if it alone were to discontinue the feature, it would lose drivers to other platforms, which only confirms that the feature serves the opposite party's own commercial interest in attracting and retaining drivers.

70. The CCPA further notes that the concerns arising from pre-ride tipping mechanisms have received express recognition in the regulatory framework governing motor vehicle aggregators. The Ministry of Road Transport and Highways (MoRTH), Government of India, vide letter dated 15th December, 2025, amended the Motor Vehicles Aggregators Guidelines, 2025 and inserted Clause 14.15, which reads as under:-

> *"14.15 Voluntary tipping for the Driver:*
>
> *(i) The App may provide a feature for passengers to give a voluntary tip to the driver, however, such feature shall only be visible after the completion of the journey and should not be available at the time of booking, before the commencement of the journey or during the journey.*
>
> *(ii) The entire tip amount shall be credited to the driver without any deduction by the aggregator.*
>
> *(iii) No tipping feature or mechanism shall be provided in the App that is misleading, manipulative, or otherwise in violation of the Consumer Protection Act, 2019 and the rules and regulations made thereunder."*

71. The aforesaid amendment reflects a clear regulatory recognition that any payment to the driver over and above the fare must remain a post-service expression of consumer appreciation and must not be deployed as a mechanism capable of influencing ride allocation, service priority or consumer decision-making at the booking stage. The opposite party's contention that the add-on is not a tip but an *"additional fare"* and is therefore outside Clause 14.15, is not accepted. The feature was introduced and described by the opposite party itself as a tipping feature; the change, in its own words, was one *"from tipping to add-on"*. The driver's screen described the amount as a *"Tip"*; and the feature continues to operate at the same stage, on the same screen, in the same manner and for the same stated purpose.

72. As observed by the CCPA at the hearing dated 24th June, 2026, whether described as a tip or as an add-on, the payment has the same effect on the consumer. A regulatory standard cannot be circumvented by relabeling. In any event, whatever it is called, the payment is subject to the Act and its solicitation in the manner found hereinabove is an unfair trade practice independently of Clause 14.15.

73. In view of the foregoing, the CCPA finds that the solicitation of an advance tip/add-on before acceptance of the ride, in amounts generated by the opposite party's platform, coupled with the representation that such payment improves the chances of a quicker ride, is an unfair method and a deceptive practice adopted for the provision of a service and constitutes an unfair trade practice within the meaning of Section 2(47) of the Act. Such a design converts a voluntary post-service gratuity into a pre-service toll. The fact that the amount is stated to go entirely to the driver does not alter this conclusion, since the vice lies in the consumer being induced into an additional payment at the point of his maximum dependence on the service, irrespective of who ultimately receives it.

74. Section 2(46) of the Act defines *"unfair contract"* to mean a contract between a manufacturer or trader or service provider on one hand and a consumer on the other, having such terms which cause significant change in the rights of such consumer, including, under sub-clause (vi) thereof, imposing on the consumer any unreasonable charge, obligation or condition which puts such consumer to disadvantage. The opposite party contends that no contract comes into existence until a driver accepts the ride. This contention overlooks that the consumer transacts on the opposite party's platform under the opposite party's terms of use, at a fare computed and displayed by the opposite party and that the opposite party has itself

acknowledged, in its reply dated 13th June, 2025, its *"legal and contractual obligation to provide a reliable, safe and non-discriminatory ride-hailing service"*. The opposite party has also submitted that the booking and the search for a driver begin the moment the consumer taps the booking button. The terms on which the consumer engages the opposite party's service are thus settled at the time of booking, at the upfront fare.

75. The subsequent solicitation of an advance tip/add-on, coupled with the representation that it improves the chances of a quicker ride, effectively makes an additional payment a de facto condition for the timely acceptance and delivery of a service already engaged at the quoted fare. This alters, to the detriment of the consumer, the terms on which the service was engaged, after the fare has been communicated and accepted and imposes on the consumer an unreasonable charge or condition which puts him to disadvantage within the meaning of Section 2(46)(vi) of the Act. The CCPA records this finding as a further aspect of the unfairness of the impugned practice in its effect upon consumers as a class.

76. The Guidelines for Prevention and Regulation of Dark Patterns, 2023 (hereinafter 'Dark Patterns Guidelines') define 'dark pattern' under Clause 2(e) as:-

> *2(e) "Dark Pattern" means any practices or deceptive design pattern using user interface or user experience interactions on any platform that is designed to mislead or trick users to do something they originally did not intend or want to do, by subverting or impairing the consumer autonomy, decision making or choice, amounting to misleading advertisement or unfair trade practice or violation of consumer rights.*

77. Annexure 1 to the Dark Patterns Guidelines lists the specified dark patterns, one of which is *"Confirm Shaming"*, defined under Clause 3 thereof as under:-

> *(3) "Confirm Shaming" means using a phrase, video, audio or any other means to create a sense of fear or shame or ridicule or guilt in the mind of the user so as to nudge the user to act in a certain way that results in the user purchasing a product or service from the platform or continuing a subscription of a service, primarily for the purpose of making commercial gains by subverting consumer choice.*

78. The impugned prompts are displayed on a screen showing a progress bar and the message that a driver is being searched for, at a moment when the consumer is uncertain whether and when a ride will be available and has no visibility of prevailing demand-supply

conditions or of the actual necessity of paying an additional amount. By representing that a payment will *"boost"* or *"improve"* the chances of getting a ride sooner or of quicker confirmation, the prompts necessarily convey the converse, namely, that a consumer who declines to pay faces a slower ride or no ride at all. The prompts thereby create a sense of apprehension of delay or denial of an already-booked service, which is a sense of fear within the meaning of Clause 3 of Annexure 1, so as to nudge the consumer into making an additional payment. The pre-set amounts displayed immediately below the prompts, which are generated by the opposite party's platform and, as seen in the live demonstration, range as high as ₹140, reinforce the nudge by anchoring the consumer to specific and progressively higher figures. The commendation *"Generous Add On!"* at the upper end of the permissible range operates in the same direction; and the absence of any option to decline or close the prompt keeps the solicitation before the consumer throughout the period of waiting.

79. The contention that the opposite party derives no commercial gain because the entire amount goes to the driver is not accepted. The opposite party's revenue model, on its own showing, depends upon driver partners purchasing subscriptions to use its platform, which in turn depends on the platform being remunerative for drivers and on rides being fulfilled. A feature which, on the opposite party's own case, improves the commercial viability of rides for drivers, creates a *"win-win"* and without which the opposite party would *"lose drivers"* to other platforms, enhances the attractiveness of the platform to drivers and its fulfilment rates, both of which are commercial gains to the opposite party, the cost of which is borne by consumers. In any event, the definition of dark pattern under Clause 2(e) of the Dark Patterns Guidelines does not require any direct commercial gain to the platform. It is satisfied where a design pattern subverts consumer autonomy, decision making or choice and amounts to misleading advertisement or unfair trade practice, both of which stand established hereinabove.

80. The submissions that the interface uses no countdown timers, flashing prompts or default pre-selection that only a fraction of consumers use the feature and that customer ratings for add-on rides are not lower, do not assist the opposite party. The absence of other manipulative techniques does not negate the one actually employed. A dark pattern does not cease to be one because it does not succeed with every consumer and a feature used by over one lakh ride requests in a single city cannot be described as insignificant and post-ride ratings do not speak to the pressure exerted at the pre-ride stage. Therefore, CCPA finds that the impugned interface constitutes a dark pattern within the meaning of Clause 2(e) of the Dark

Patterns Guidelines, of the nature of *"Confirm Shaming"* specified in Clause 3 of Annexure 1 thereto, in contravention of the said Guidelines.

81. The CCPA, after carefully considering the written and oral submissions of the opposite party, the Investigation Report and the material on record, finds that the opposite party has violated the following provisions:-

i. Section 2(28) of the Consumer Protection Act, 2019- Misleading advertisement;
ii. Section 2(46) of the Consumer Protection Act, 2019- Unfair contract;
iii. Section 2(47) of the Consumer Protection Act, 2019- Unfair trade practice;
iv. Guidelines for Prevention and Regulation of Dark Patterns, 2023; and
v. Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022.

82. The CCPA is empowered under Section 20 of the Act to issue directions for discontinuation of practices which are unfair and prejudicial to the interest of consumers and under Section 21 of the Act to issue directions to the advertiser of a false or misleading advertisement to discontinue or modify the same and, if necessary, by order impose a penalty which may extend to ten lakh rupees and, for every subsequent contravention, to fifty lakh rupees. Section 21(7) of the Act mandates that, while determining the penalty, regard shall be had to the following:-

a. the population and the area impacted or affected by such offence;
b. the frequency and duration of such offence;
c. the vulnerability of the class of persons likely to be adversely affected by such offence;
d. the gross revenue from the sales effected by virtue of such offence.

83. As regards the population and the area impacted or affected by the contravention [Section 21(7)(a)], the impugned feature is not confined to any particular city or class of rides but is deployed uniformly across the opposite party's platform. The opposite party, on its own application listing, represents that its services are available *"across 200+ cities in India"* to *"over 40 Million"* users. Its own data, furnished only for three cities, demonstrates the scale of the impact. In its reply dated 13th July 2026, opposite party provided data of 1st to 15th June, 2026, its platform received 39,94,464 ride requests in Delhi, Bengaluru and Mumbai (14,29,130 and 9,12,078 and 16,53,256 respectively). Of these, 3,93,221 requests, or about 9.8%, carried an add-on (1,57,825 and 97,038 and 1,38,358 respectively) and 1,51,829 such

requests were accepted. At the average add-on amounts stated by the opposite party (₹33.9 in Delhi, ₹35.8 in Bengaluru and ₹40.8 in Mumbai), the amount paid by consumers over and above the disclosed fare on these accepted rides alone works out to approximately ₹56 lakh, in three cities. The proportion of customers paying the add-on has risen between June, 2025 and June, 2026, from 8.2% to 11.04% in Delhi, from 9.7% to 10.64% in Bengaluru and from 7.9% to 8.37% in Mumbai. The population affected is not limited to those who paid the add-on. Every consumer who booked a ride on the platform was shown the impugned representation while awaiting confirmation and every consumer who declined to pay was placed at the relative disadvantage found hereinabove. Therefore, the impact is nationwide and extends to lakhs of consumers every week.

84. The opposite party's reliance on the absence of complaints or loss is misplaced for the purpose of penalty. Section 21(7) (a) of the Act speaks of the population impacted or affected by the offence, which includes those exposed to it, not only those who suffered measurable loss. The contravention under Section 2(28) of the Act lies in the publication of the misleading representation. Therefore, its impact is measured by the reach of that representation. Every booking screen carrying the prompt is one such exposure and the opposite party's own data, which it alone holds, records those exposures. The CCPA asked for only a fifteen-day sample to see how it works and even that shows the scale of exposure. On that data, as provided above and in only three of the more than 200 cities in which the opposite party operates, 39,94,464 ride requests were exposed to the impugned representation and 3,93,221 ride requests carried an add-on. Therefore, even on the most conservative view the consumers affected over the duration of the contravention number in several lakhs, if not more, each of whom was induced, or exposed to an inducement, to pay an amount over and above the disclosed fare. When the statutory maximum of ₹10,00,000 for a first contravention is viewed against a population of this magnitude, it works out to a fraction of a rupee per affected consumer. Accordingly, the CCPA is satisfied that the scale of the population impacted by itself warrants the imposition of the maximum penalty prescribed for a first contravention.

85. As regards the frequency and duration of the contravention [Section 21(7) (b)], the impugned representation is not a one-time publication. It is displayed afresh on every booking while the platform searches for a driver and so recurs lakhs of times every week. The feature has been live since 27th April, 2025. The tipping prompts were displayed until 22nd May, 2025. After that, the relabelled add-on, with the messages "Getting you the quickest ride to

your destination" and "Improve your chances of quicker ride confirmation!", continued without a break for well over a year. It continued even after the Show Cause Notice dated 28th May, 2025, after the CCPA advised the opposite party at the hearing dated 04th July, 2025 to discontinue the practice and after the amendment of 15th December, 2025 to the Motor Vehicles Aggregators Guidelines, 2025. It was still being demonstrated before the CCPA itself on 24th June, 2026. Over this period, the suggested amounts have steadily risen from ₹10–₹40 to as high as ₹140. The opposite party did not stop the practice at any stage, despite repeated notice and hearings. This is a continuing contravention and not an isolated or short-lived lapse, which weighs against any leniency on this count.

86. As regards the vulnerability of the class of persons likely to be adversely affected [Section 21(7) (c)], the representation reaches the consumer at the precise moment when he has committed to a journey and is awaiting confirmation. He is often under time pressure and has no means of verifying whether the additional payment will make any difference, the relevant information resting exclusively with the opposite party. The opposite party's own randomly screened booking data shows that the pick-up and drop points of such bookings include hospitals, railway stations, inter-state bus terminals and the airport, which are locations where consumers are most dependent on obtaining a ride promptly. Consumers at such locations, including patients, the elderly, travellers with luggage and persons travelling alone or at night, are the least able to resist a representation that payment will secure a quicker ride.

87. As regards the gross revenue from the sales effected by virtue of the contravention [Section 21(7) (d)], the opposite party has contended that it retains no part of the add-on amount. However, the CCPA notes that the add-on is solicited and, in the case of digital payments, collected through the opposite party's own platform. Further, as found hereinabove, the feature serves the opposite party's own commercial interest. Its revenue depends on driver partners buying subscriptions, which in turn depends on the platform being rewarding for drivers and on rides being fulfilled and the opposite party itself submitted that it would lose drivers to other platforms if it alone discontinued the feature. In these circumstances, the contention that the opposite party itself derives no revenue from the impugned add-on does not operate as a mitigating factor.

88. The CCPA further notes that, as per the financial statements of the opposite party for the financial year 2024-25, its revenue from operations was approximately ₹1,060 crore on a standalone basis. A penalty of ₹10,00,000 thus constitutes less than 0.01% of the said revenue and less than one-fifth of the amount paid by consumers by way of add-on in three cities in such a short time. Any lower penalty would be disproportionate to the gravity of this contravention and would not effectively deter a platform of the opposite party's size from repeating it. Having regard to all the factors enumerated in Section 21(7) of the Act, as discussed in paragraphs hereinabove, the CCPA is of the considered view that the imposition of a penalty of ₹10,00,000 (Rupees Ten Lakh only), being the maximum prescribed for a first contravention, is just, proportionate and warranted in the facts of the present case. The CCPA further notes that the MoRTH, vide letter dated 11th August, 2026 to all Motor Vehicle Aggregators, has clarified that no prompt or add-on suggesting that an additional payment may improve ride confirmation, including "Improve your chances of quicker ride confirmation", can be displayed before completion of the ride. Before passing this order, the CCPA observed that the opposite party's application still displays the prompt, i.e. *"Improve your chances of quicker ride confirmation!", along with pre-set amounts of ₹20, ₹30, ₹40 and ₹50 and the option "Enter Add On amount"* even after the said letter. **(Annexure-1)**

89. In view of the above, in exercise of the powers conferred under Sections 20 and 21 read with Section 10, 18 and 19 of the Consumer Protection Act, 2019, the CCPA hereby issues the following directions:-

i. The opposite party shall forthwith discontinue the display of all prompts, messages, interface designs, pre-set amounts, or any other dark pattern elements that solicit, nudge, coerce or psychologically pressure consumers into paying any amount, whether described as a tip, add-on, additional fare or by any other name, over and above the upfront fare displayed at the time of booking, prior to the completion of the journey, including but not limited to *"Adding a tip might help increase the chances of getting a ride faster"*, *"Tip now to boost the chances of getting a ride sooner"*, *"Choose to Add On - Entire amount goes to your driver"*, *"Chosen voluntary Add On applied. Getting you the quickest ride to your destination"*, *"Improve your chances of quicker ride confirmation!"* and *"Generous Add On! Please re-confirm"*, or any variation thereof, on any platform, application, website or digital interface operated by it.

ii. The opposite party shall ensure strict compliance with the provisions of the Consumer Protection Act, 2019, the Guidelines for Prevention and Regulation of Dark Patterns,

2023 and the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022.

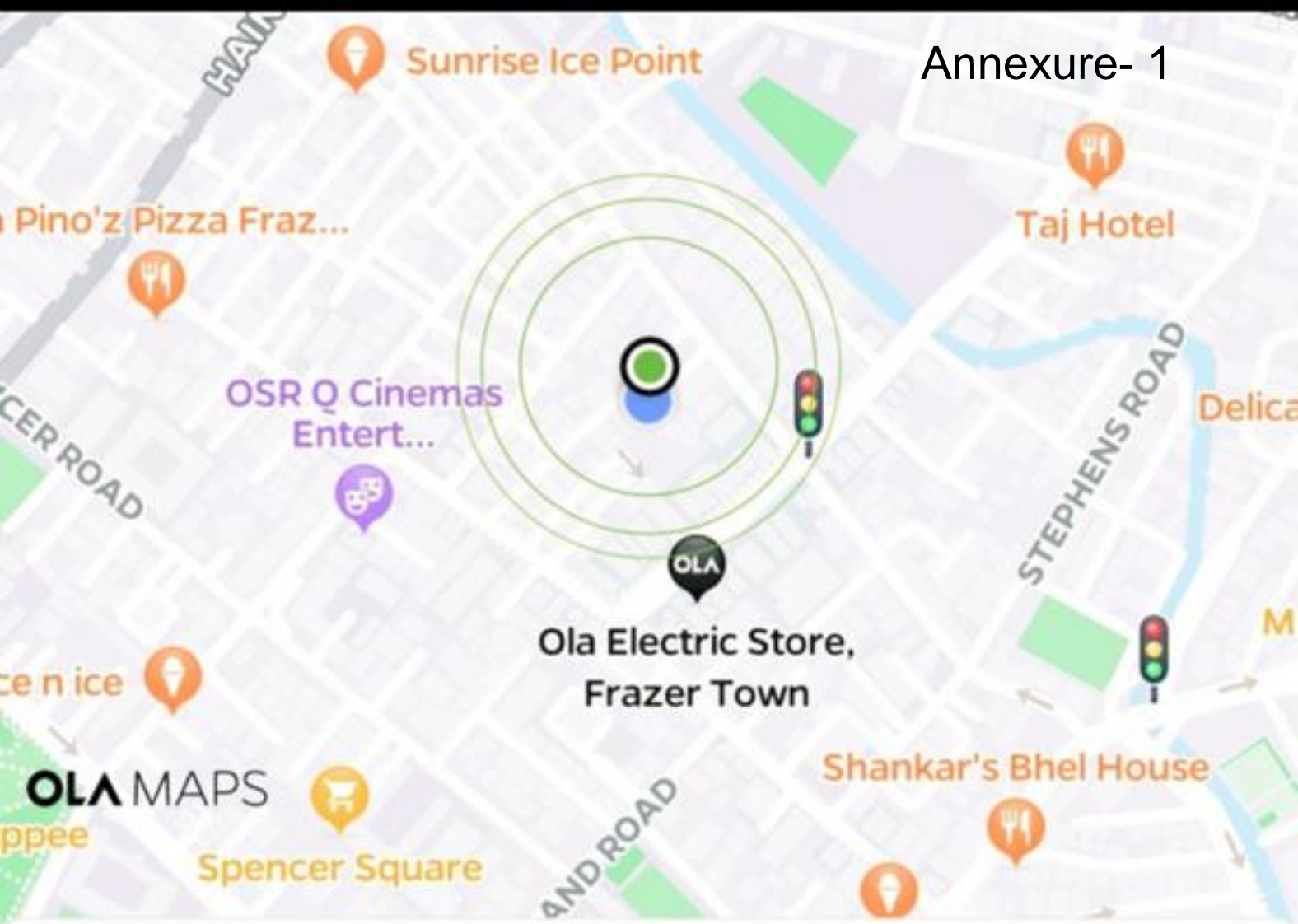
iii. In light of the nature, scale and duration of the violations and the factors under Section 21(7) of the Act detailed in paragraphs hereinabove, the opposite party is directed to pay a penalty of ₹10,00,000/- (Rupees Ten Lakh only) under Section 21(2) of the Consumer Protection Act, 2019 for the misleading advertisement found hereinabove, within 15 days of receipt of this Order.

iv. The opposite party shall submit a compliance report in respect of directions (i) to (iii) above within 15 days of receipt of this Order.

.....
(Nidhi Khare)
Chief Commissioner

.....
(Anupam Mishra)
Commissioner

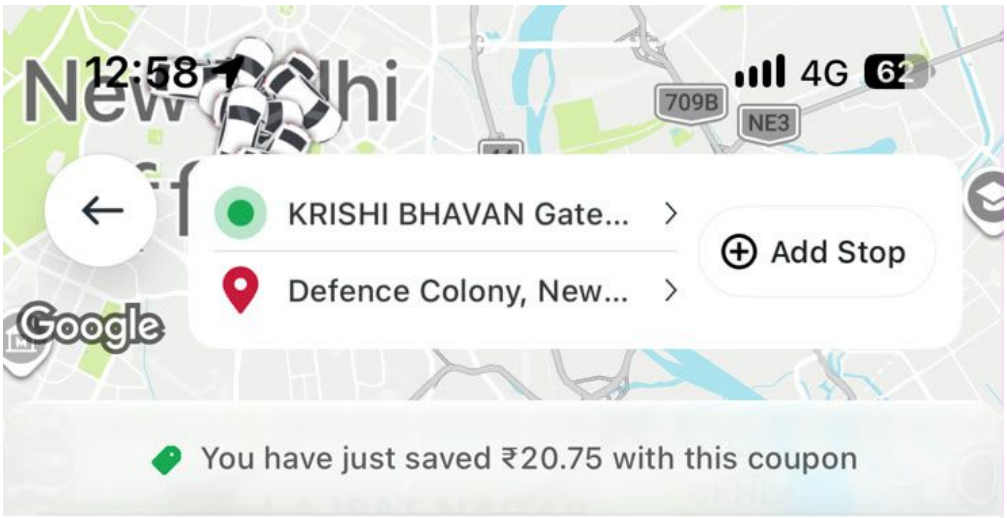
Annexure- 1



Booking a driver soon

Adding a tip might help increase the chances of getting a ride faster

₹10	₹20	₹30	₹40



Auto Preferred
1 min • Drop 1:17 pm
₹115
~~₹126~~

Bike
3 min • Drop 1:15 pm
₹58
~~₹68~~

Book Any
2 min • Drop 1:18 pm
Mini, Prime Sedan, Prime Plus
₹125 - ₹138
~~₹146 - ₹161~~

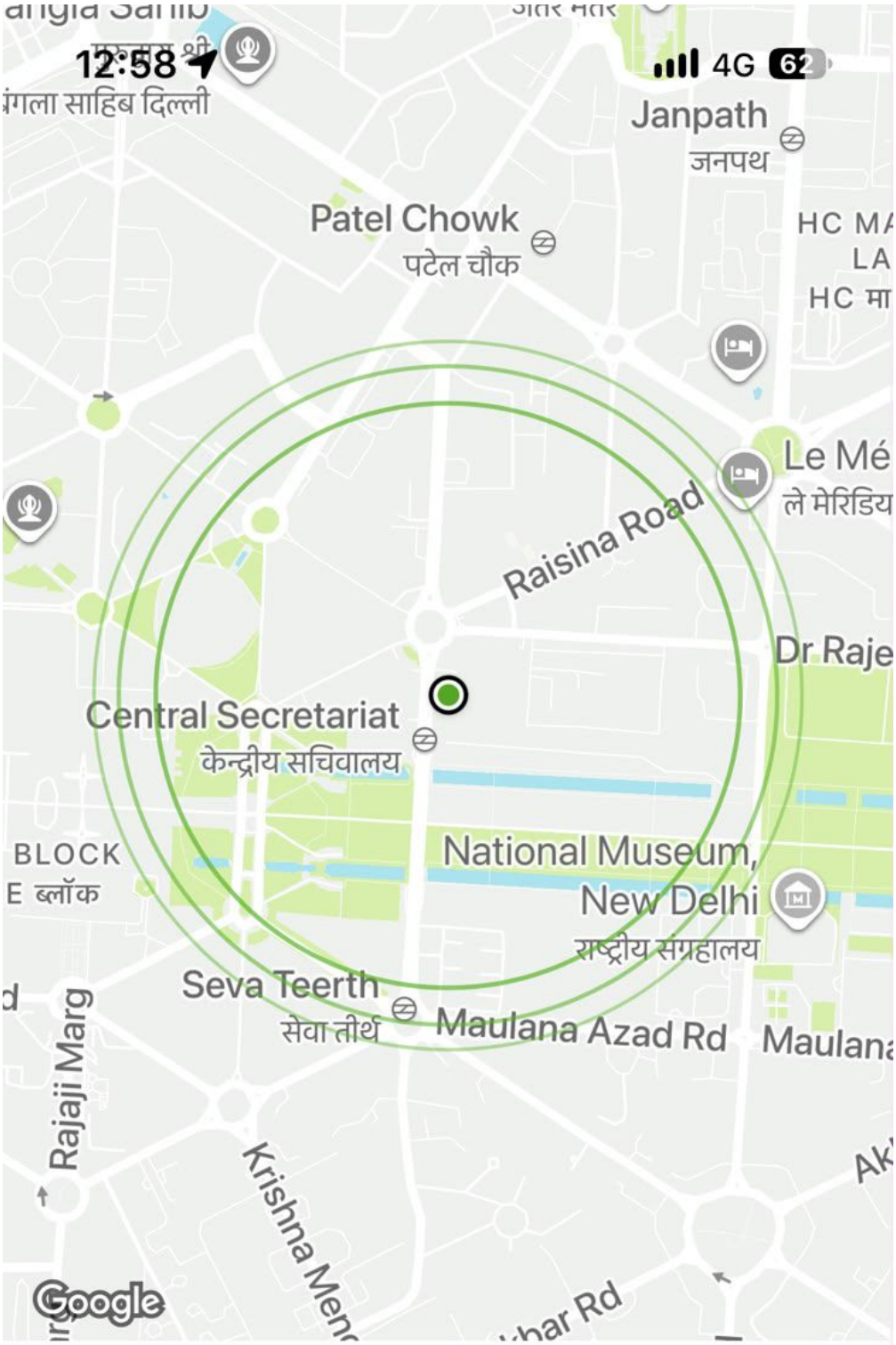
Priority
1 min • Drop 1:17 pm
₹134
~~₹156~~

Mini
4 min • Drop 1:20 pm
₹125
~~₹146~~

↓ More Below

Paytm | Preferences

Book Any • ₹125 - ₹138



Contacting Drivers Nearby...





Looking for the best drivers for you

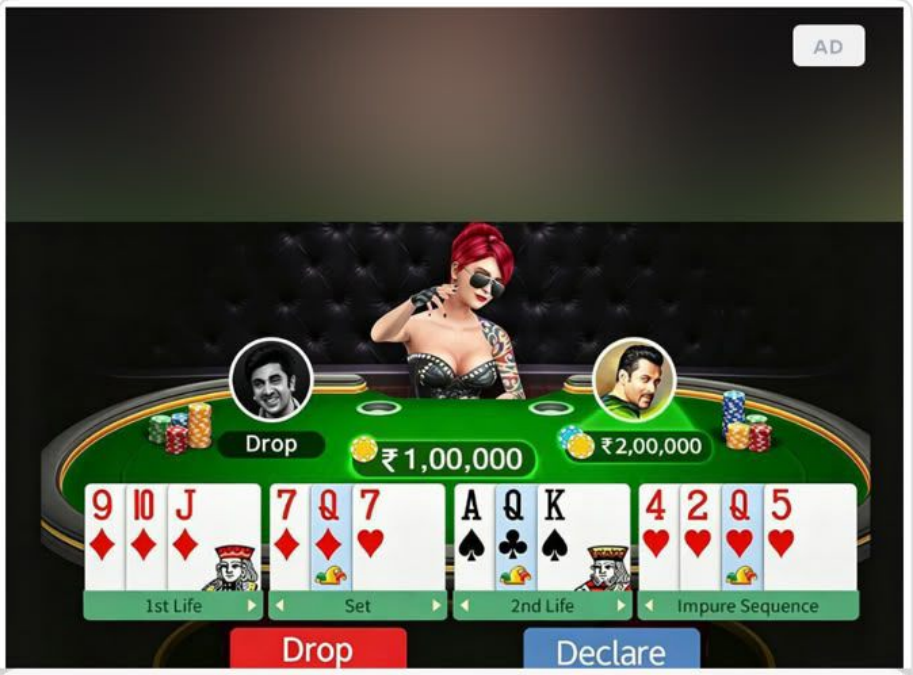


Improve your chances of quicker ride confirmation!

₹20 ₹30 ₹40 ₹50

Enter Add On amount

Trip Details



Be The Real Rummy Master

New Certified Rummy Online Game is launched

Play Now →

AD