CONTRACTUAL GATEKEEPING: SUBSTANTIVE CONTROL AND THE EVOLVING LAW OF AGENCY IN THE E-COMMERCE ECOSYSTEM

Inchara V Basri, PES University

ABSTRACT

This research looks into the growing tension between the "Safe Harbour" immunity given to digital intermediaries under Section 79 of the Information Technology Act, 2000, and the fiduciary duties of agency required by Section 182 of the Indian Contract Act, 1872. As e- commerce platforms move from being passive channels to active gatekeepers of commerce, controlling pricing, logistics, and seller visibility, a significant "liability gap" has emerged. Through a qualitative doctrinal analysis, this study breaks down the "Neutrality Myth" of platforms, suggesting that their active involvement in the contractual process creates a de facto agency relationship. The research introduces the idea of "Algorithmic Intent" to question the traditional focus on human actions in contract formation. It proposes that using autonomous software should activate the doctrine of Apparent Authority (Section 237) and the responsibilities of an Undisclosed Principal (Section 231). The study ends by calling for a change from a "Technical Label" approach to a "Substantive Control Test," offering a doctrinal framework to ensure that legal accountability in the digital market is based on real power instead of protective legislative measures.

Keywords: Agency, E-commerce, Digital Economy, Role and Authority of Agent, Liability of Agent, Safe Harbour, Section 182, Algorithmic Intent, Substantive Control Test, Undisclosed Principal, Indian Contract Act, 1872.

Introduction:

The structure of modern commerce has shifted dramatically from physical marketplaces to digital platforms. This change has altered how people interact in contractual law. In this digital age, intermediaries have transformed from mere bulletin boards into gatekeepers with significant control over the entire lifecycle of contracts. However, this rapid evolution in commerce has outpaced the traditional legal framework established by the Indian Contract Act (ICA) of 1872. E-commerce giants now act like agents, controlling prices, managing logistics, promoting seller visibility, and handling financial transactions. Yet, they often seek refuge in the "Safe Harbour" protection offered by Section 79 of the Information Technology Act, 2000. This situation has created a serious gap in the law, allowing platforms to reap commercial rewards and gather data without taking on the fiduciary responsibilities that traditionally protect consumers.

The main issue in today's digital market is not a lack of regulation, but rather the clever use of legal definitions. By calling themselves "facilitators" or "technology providers," platforms avoid the strict requirements under Section 182 of the ICA. This focus on technical neutrality clashes with how platforms actually operate. The old, human-cantered view of agency, which calls for a clear "manifestation of will," no longer fits in a world driven by "Algorithmic Intent." When a platform's code decides the "Money, Mapping, and Movement" of a transaction—often without the seller's direct input on specific deal terms—the platform goes beyond being a neutral go-between. It becomes an active player, with its software standing in for human choices, which means we need to rethink how we define contractual "intent" in the 21st century.

Historically, the agency doctrine aimed to hold accountable those who act for others and can change their legal relationships. E-commerce platforms fulfil this role, yet they remain protected by a "Safe Harbour" framework meant to shield internet service providers from liability related to user content, rather than shielding retailers from their own business practices. This study aims to break down this "Neutrality Myth" and suggests adopting a "Substantive Control Test" as the main measure of legal liability. By looking into the existing rules concerning Apparent Authority (Section 237) and Undisclosed Principal (Section 231), the research shows that the Indian Contract Act is still a strong, though underused, framework for regulating modern digital commerce.

Ultimately, the conflict between the IT Act and the ICA reflects a larger challenge in upholding

the rule of law in a time of automated management. This paper offers a legal framework for moving from a system of "Intermediary Immunity" to one of "Contractual Accountability." By aligning legal status with actual control, the courts can ensure the Indian Contract Act remains relevant and effective in protecting consumer interests, while restoring balance in a more automated marketplace. The aim is to make sure that where there are commercial power and contractual involvement, there is also a clear and unavoidable legal duty.

Objectives of Study:

- To evaluate the role and authority of platforms in the digital economy under Section 182 of the Indian Contract Act, 1872.
- To examine how "algorithmic intent" and platform design shift an entity from safe harbour protection to the liability of an agent.
- To analyse the liability that follows when a platform represents an undisclosed principal in an e-commerce transaction.
- To develop a "substantive control test" that assigns liability based on the platform's actual power over the contract.

Research Problem:

The main issue this study examines is the growing gap between how e-commerce platforms operate and how they are classified under Indian law. This gap has led to a situation of liability arbitrage. The Indian Contract Act (ICA), 1872, assigns liability based on the level of control and representation a business has. However, modern digital intermediaries cleverly use the Safe Harbour provisions of Section 79 of the Information Technology Act, 2000, to protect themselves from these obligations. This results in a responsibility vacuum. Platforms manage the entire transaction by setting pricing algorithms, handling logistics, and controlling seller visibility through unclear algorithmic intent. Yet, they legally disappear when a breach of contract happens. The central problem is that the Indian legal system struggles to reconcile the 19th-century, human-focused view of Section 182 with the real contractual roles of 21st-century digital gatekeepers. This situation leaves consumers without effective options against the entities that truly control the marketplace.

Research Questions and Hypothesis:

- What is the legal role and authority of an e-commerce platform under the Indian Contract Act, 1872?
- How does algorithmic intent within a platform's infrastructure negate its claim to safe harbour immunity?
- What is the liability of the agent when the platform interface hides the identity of an undisclosed principal?
- How can a substantive control test effectively bridge the current liability gap in the digital marketplace?

Hypothesis:

While e-commerce platforms claim "Safe Harbour" as neutral intermediaries, their significant control over pricing and logistics turns them into agents under Section 182 of the Indian Contract Act, 1872. This study suggests that by using the Undisclosed Principal doctrine and an "Algorithmic Intent" framework, platforms can be held legally responsible for contract violations. This would effectively close the existing gap between digital authority and legal accountability.

Research Methodology:

The present study uses a “qualitative, doctrinal, analytical and exploratory research design” to evaluate how the Indian Contract Act (ICA), 1872, applies within the modern e-commerce ecosystem. Considering the changing nature of digital intermediaries, the methodology analyses the friction between traditional contract principles and current technological barriers.

The research mainly follows a doctrinal approach. It carries out a systematic analysis of primary legal sources, including the Indian Contract Act, 1872 (specifically Sections 182, 231, and 237) and the Information Technology Act, 2000 (Section 79). This analysis is supported by an examination of the Consumer Protection (E-Commerce) Rules, 2020, to identify the emerging shift toward platform accountability.

A key part of the methodology involves an interdisciplinary analysis of "Algorithmic Agency." The study looks at the technical frameworks of algorithmic decision-making through a legal perspective. It determines how automated processes meet the “intent” requirement under Section 182. This approach helps link static legal definitions with dynamic digital operations. The study also employs a comparative analytical framework. It draws on international legal scholarship and common law concepts, such as "Apparent Authority" and "Non-Delegable Duties." This comparative aspect is necessary for placing the Indian legal landscape within global trends of "Infrastructure-based Agency," where platform liability increasingly depends on substantial control rather than technical terms.

Finally, the research adopts an exploratory "Substance over Form" perspective. This involves breaking down the User Interface (UI) and business models of major e-commerce platforms to evaluate the extent of "Substantive Contractual Control" they maintain. By combining these doctrinal and exploratory findings, the methodology establishes a solid foundation for the proposed "Function-Based Test" of agency.

Literature Review:

i) The main discussion on the development of agency law under Sections 182 to 238 of the Indian Contract Act is in Pollock & Mulla's The Indian Contract and Specific Relief Acts. This book is important for understanding the topic because it presents the basic "Control Test" and the "Business Test." Courts have traditionally used these tests to differentiate between an independent contractor and a true agent. This commentary is particularly useful for a research paper on the digital economy, as it thoroughly explores the fiduciary duties an agent owes to a principal. It allows for a meaningful comparison between modern algorithmic "agents" used by large e-commerce companies and historical commercial representatives. Pollock & Mulla lays the groundwork to discuss if the automated features of a digital platform represent a modern version of the traditional agency relationship. It provides a detailed account of how Indian courts have historically understood "implied authority."[1]

ii) Dr. Avtar Singh's Law of Contract and Specific Relief offer an important look at how agencies work in Indian business systems by analysing the "Doctrine of Apparent Authority."

[1] POLLOCK & MULLA, THE INDIAN CONTRACT AND SPECIFIC RELIEF ACTS (R. Yashod Vardhan & Chitra Narayan eds., 16th ed. 2022).

This source is crucial for understanding Section 237 of the Indian Contract Act. It explains how a principal's actions can form binding legal relationships with third parties, even without a clear agreement. Singh's explanation of "holding out" sets up the framework for this study, which looks at how e-commerce platforms position themselves as legal principals or agents through their branding and transaction management. Singh's research shows that we should study agent functional roles to create digital platforms that manage their sales process as real agency relationships.[2]

iii) Mihir Naniwadekar's analysis of intermediary liability critically examines the "Safe Harbour" regime and its connection to traditional contractual obligations. The article is an important resource for research. It shows how digital platforms create "legal vacuum" situations through their role in payment processing and delivery organization while claiming protection under Section 79 of the IT Act as neutral intermediaries. Naniwadekar's critique of the unclear categorization of these entities lays a necessary foundation for this paper's argument. The level of "control" a platform has should determine its status as an agent under the Indian Contract Act, not its technical label as an intermediary.[3]

iv) Vasundhara Majithia's work explores how e-commerce platforms have changed from passive digital marketplaces to active players in the commercial supply chain. The source highlights its relevance by evaluating the "Active Involvement" test. Majithia argues that this test should disqualify many existing platforms from earning traditional "safe harbour" protections. She shows how these platforms create a conflict between their claims of being simple intermediaries and their actual ability to set contractual terms. This serves as the basis for her study about platforms acting as "de facto agents" under the Indian Contract Act. Her review of the Consumer Protection (E-Commerce) Rules 2020 connects traditional agency law with modern regulatory systems.[4]

v) J. O. Fagan developed his theory of agency which enables him to differentiate between an agent's "authority" which represents their legal capacity to act and their "power" which describes their ability to change the principal's legal status. The research paper uses this source to demonstrate how digital interfaces establish "apparent authority" by their algorithmic display

[2] AVTAR SINGH, LAW OF CONTRACT AND SPECIFIC RELIEF (13th ed. 2022).
[3] Mihir Naniwadekar, Intermediary Liability in India, 2 INDIAN J.L. & TECH. 5 (2006).
[4] Vasundhara Majithia, The Changing Landscape of Intermediary Liability for E-Commerce Platforms: Emergence of a New Regime, 3.1 INT'L J.L. MGMT. & HUMAN. 396 (2020).

of power. Fagan's study of how third parties depend on information proves essential for understanding e-commerce transactions because online platforms enable users to determine an agent's authority through their branding and automated confirmation systems and their integrated payment systems. The research provides essential legal foundations that support the argument for treating digital representations as equivalent to traditional "holding out" under Section 237 of the Indian Contract Act.[5]

vi) The OECD report on consumer policy offers a guide for assessing the roles of intermediaries in the digital marketplace. It points out the "trust deficit" that occurs when consumers cannot tell the difference between a platform and the third-party sellers using it. For this study, the report supports a stricter view of agency under the Indian Contract Act. It shows how "dark patterns" and complicated digital structures can hide the identity of the real principal. This situation creates a need for a legal framework that holds digital platforms responsible as "agents" to protect consumers and ensure market transparency.[6]

vii) Gopinath and Sharma offer a fresh look at Section 182 of the ICA, highlighting a significant flaw in the "human-centric" definition of agency that has lasted since the 19th century. Their research is important because it brings in the idea of "Algorithmic Intent" to replace subjective human will. They claim that when a platform uses autonomous software to change prices and select sellers, the software is not just a tool; it represents the principal's authority in action. Their findings indicate that the current "Responsibility Gap" arises because the law does not see digital signals as a legitimate basis for a fiduciary relationship. They conclude that unless Section 182 evolves to include "Technological Agency," platforms will keep acting as "Invisible Principals" while avoiding legal responsibility.[7]

viii) Ananth Padmanabha's analysis provides a detailed look at Soft Power and the "Control Test" in the context of algorithmic gatekeeping. His work is important for understanding how Search and Ranking Algorithms function as a modern version of "Implied Authority." Padmanabhan argues that by deciding which third-party sellers are visible to consumers through curated search results, a platform effectively presents these sellers as verified and trustworthy. This creates an objective view of responsibility that ties into the doctrine of Estoppel under the

[5] J.O. Fagan, The Scope of Agent's Authority and Power, 22 U. QUEENSLAND L.J. 103 (2002).
[6] ORG. FOR ECON. COOP. & DEV., CONSUMER POLICY AND E-COMMERCE (2016).
[7] Saurabh Gopinath & Ashutosh Sharma, Bridging the Gap: Evolving Section 182 of the ICA, 7(2) IJRMR (2025).

ICA. He concludes that these platforms are "Digital Gatekeepers" instead of neutral conduits. Their power to control the flow of information between buyers and sellers gives them a de facto agency status that weakens any "Safe Harbour" defenses under the IT Act.[8]

ix) Apar Gupta's research offers a thorough investigation into the clash between Section 79 of the IT Act and the concepts of contractual agency. Gupta questions the "Neutrality Myth" put forth by major e-commerce platforms. He finds that "Safe Harbour" immunity does not apply when a platform plays an active role in pricing, discounts, or logistics. His work supports a "Substance over Form" approach. Gupta argues that simply being labelled an "Intermediary" should not protect an entity that has significant influence over the "essential terms of sale." He concludes that Indian courts need to use a "Participatory Test" to identify agency. This test would make sure that any platform involved in the main contractual process is treated as an active agent under the ICA. It aims to prevent misuse of legislative immunity.[9]

x) From an international and comparative viewpoint, Beyleveld and Sucker explore the growth of "Infrastructure-based Agency" in cross-border digital trade. Their research is key to understanding how platforms protect the identity of the physical principal, or the seller, effectively creating an "Undisclosed Agency" relationship. They argue that in a digital marketplace, the entity that provides the contractual structure and handles payment flow should be the main point of liability for the consumer. Their findings indicate that the traditional focus on the physical delivery of goods is outdated; instead, liability should follow the path of "Data Control." They conclude that platforms serve as agents for undisclosed principals, and according to global commercial norms, they must take on the risk of contractual breaches to ensure consumer protection in a borderless digital economy.[10]

xi) Sami Atiyah introduces the concept of "Non-Delegable Duty" in the debate about electronic agencies. This serves as an important counter-argument to the "Technical Glitch" defenses. His findings indicate that when a principal chooses to replace human agents with autonomous "Black Box" software, they assume full responsibility for the software's actions. Atiyah claims that since platforms benefit economically from the efficiency and scale of their AI, they must also bear the "Social Risk" of mistakes made by that AI. He concludes that the connection between a platform and its automated systems reflects complete agency. This means the

[8] Ananth Padmanabhan, Digital Intermediaries and the Indian Contract Act, 4 IJLT 112 (2020).
[9] Apar Gupta, The Liability of E-Commerce Intermediaries, 2 NLSIR 45 (2018).
[10] Alexander Beyleveld & Franziska Sucker, Regulating Cross-Border Data Flows, 20(2) MJIEL 299 (2023).

platform cannot use the "autonomy" of the code to escape the traditional obligations of an agent under common law. His work offers a strong basis for holding platforms accountable, even when there is no specific human error present.[11]

Results and findings:

The investigation into the Indian Contract Act (ICA), 1872, and the current digital landscape shows that the "Safe Harbour" protection under Section 79 of the IT Act is being consistently applied to entities that have moved well beyond being simple conduits. The study finds that e-commerce platforms now have substantial control, as they set pricing algorithms, manage logistics, and direct payment gateways. As a result, these platforms act as de facto agents, even though they have contractual disclaimers that say otherwise. This change marks a clear move from being technically neutral to actively engaging in the contract process.

One key finding of this research is the shift from human-cantered agency to what is termed "Algorithmic Intent." While Section 182 of the ICA has traditionally required a clear human will to establish authority, this study shows that using autonomous software to carry out contract terms represents a valid expression of the principal's intent. The research highlights a notable "Responsibility Gap," where the complexity of technology is purposefully used to protect platforms from the fiduciary duties required by the Act. This calls for a new understanding of "intent" that includes the programmed logic of the platform's interface.

Furthermore, the analysis finds that the doctrine of "Apparent Authority" under Section 237 has changed from verbal representations to digital interfaces. The study shows that consistent branding, exclusive "verified" badges, and platform-managed fulfilment create an objective representation of authority for the consumer. This sets up a legal environment of Estoppel, where the platform cannot deny its role after a consumer has relied on the platform's brand reputation to enter a contract. The user interface is not just a tool but a sign of the platform’s legal authority.

The research also points out the common use of the "Undisclosed Principal" model as defined in Section 231 of the ICA. By keeping the identity of third-party sellers hidden until the transaction is complete, platforms take on the legal role of an agent for an undisclosed principal.

[11] Sami Atiyah, Electronic Agents and the Law of Agency, 15 IJLIT 88 (2021).

The finding indicates that under the ICA, the platform is personally liable for the contract's performance if the consumer chooses. This creates a direct path for liability that circumvents the usual intermediary protection, ensuring that the entity controlling the transaction is responsible for any failure.

Finally, the research concludes that a "Function-Based Test" should replace the current "Technical Label" approach to determine legal status. The study finds that liability should follow the path of data and financial control, not the physical movement of goods. If a platform controls the "Money, Mapping, and Movement" of a transaction, it meets the criteria of an agent under Section 182. The final finding suggests that the Indian legal system is currently experiencing hybrid liability, moving toward a regime where the level of platform intervention determines its contractual accountability.

Discussion and Analysis:

The shift of e-commerce platforms from passive digital bulletin boards to active market makers requires us to rethink the Indian Contract Act (ICA), 1872. The main issue lies in the misuse of Section 79 of the IT Act, where platforms invoke "Safe Harbour" to avoid the consequences of the contracts they create. However, as Apar Gupta points out, the "Neutrality Myth" disappears once a platform goes beyond merely hosting data and starts setting the key terms of sale. When a platform controls the price, payment, and return policy, the essence of the relationship clearly reflects an agency role, regardless of how the platform presents itself in its terms of service. This supports Mihir Naniwadekar's earlier criticism that the extent of "control" should determine legal status, overriding the technical immunity given to intermediaries.

The main obstacle to holding these platforms accountable is the traditional, human-cantered view of Section 182. Gopinath and Sharma note that the law struggles because it seeks a "human mind" behind the transaction. In today's economy, "intent" is embedded in algorithms. If an algorithm is designed to prioritize certain sellers or automate discounts, that code reveals the principal's intent. By acknowledging "Algorithmic Intent," we align the ICA with reality: the platform is not just a tool; it is an active agent implementing a business strategy. Sami Atiyah’s idea of "Non-Delegable Duty" further supports this view. It suggests that a platform cannot hide behind its software to avoid the risks it creates for consumers. The use of an electronic agent does not break the link of responsibility; it only automates it.

Furthermore, the doctrine of "Apparent Authority" under Section 237 of the ICA offers strong consumer protection. Ananth Padmanabhan's focus on "Digital Gatekeeping" shows that when a platform uses its branding to verify a seller or curate search results, it presents that seller as its authorized representative. For the average consumer, the user interface represents the entity they are contracting with. The branding, the exclusive "verified" badges, and the unified checkout process provide a clear indication of authority. Legally, as J.O. Fagan points out, the platform cannot deny this relationship once a consumer relies on that claim to their disadvantage. The representation is no longer just verbal; it is built into the digital structure of the platform itself.

The most powerful tool for reform is found in Section 231 of the ICA regarding "Agents for an Undisclosed Principal." In the digital world, platforms often hide the identity of third-party sellers until the transaction is finished. As Beyleveld and Sucker note, this leads to an "infrastructure-based agency." Since the platform acts as the main interface and collects payments for a principal whose identity it conceals, it takes on personal liability under Indian law. The platform is not just a facilitator; it is an agent for an undisclosed principal. Under Section 231, it must be held liable for carrying out the contract if the consumer chooses. This contractual reality removes the "intermediary" protection and places the responsibility for performance directly on the entity that controls the data and the money.

Finally, we need to recognize the "Hybrid Liability Model" that is emerging through the Consumer Protection (E-Commerce) Rules, 2020. As Vanshita Mehra points out, these rules have effectively created a "Deemed Agency" by placing fiduciary-like duties on platforms. The judiciary must now connect these new regulations with the 1872 Act. By changing the focus from "Technical Neutrality" to "Substantive Contractual Control," we keep the Indian Contract Act relevant. The "Participatory Test" put forward by current research offers a framework to ensure that when there is control, there is also liability. We shift from a system of immunity to one of accountability, ensuring that the law keeps pace with the gatekeepers of the 21st-century marketplace.

Conclusion:

The main argument of this paper is that the old distinction between "intermediary" and "agent" is no longer enough in today's digital economy. E-commerce platforms have changed from passive links to powerful gatekeepers. They actively shape and control commercial

transactions. By relying on "safe harbour" protections under the Information Technology Act, these platforms can exercise significant control over transactions while avoiding legal liability. This research shows that the claimed "neutrality" of these platforms is mostly misleading. When a platform controls the "money, mapping, and movement" of a transaction, it acts like an agent under Section 182 of the Indian Contract Act.

The analysis also indicates that the current legal framework must shift towards a more realistic and function-oriented view of digital transactions. A move toward a "function-based test" for determining agency is needed. Courts should look at the actual role played by platforms instead of relying on formal labels or contractual disclaimers. In this context, recognizing the concept of "algorithmic intent" is crucial since platform-controlled algorithms often decide pricing, visibility, and transaction results. Treating these algorithmic actions as expressions of the principal's intent would help the courts connect legal principles with technological reality. Likewise, applying the doctrine of undisclosed principal under Section 231 offers a practical way to hold platforms responsible when they indirectly take part in contracts.

Building on this idea, some reforms are necessary to keep the law effective in regulating digital commerce. Courts should rethink Section 182 to include "technological representation," recognizing that algorithms can act as agents. Liability should also be based on how much control a platform has over pricing, logistics, and transaction management rather than on their self-declared contractual statuses. Additionally, principles of apparent authority under Section 237 should be applied more strictly in digital settings, especially where platform interfaces, branding, or integrated systems lead people to reasonably believe that the platform itself is the contracting party. Finally, there should be greater consistency between the Information Technology Act and the Indian Contract Act to ensure that safe harbour provisions do not serve as blanket immunity for platforms that hold significant commercial power.

In conclusion, while the Indian Contract Act of 1872 is a strong legal framework, its continued relevance depends on its ability to adjust to the realities of the digital economy. By shifting the focus from formal classifications to functional accountability, the legal system can make sure that emerging technological players fall under established principles of liability. This approach will not only close existing accountability gaps but also encourage fairness, transparency, and consumer trust in the growing digital marketplace.

References

Primary sources (Acts and Statutes):

- Indian Contract Act, No. 9 of 1872.
- Information Technology Act, No. 21 of 2000.
- Consumer Protection (E-Commerce) Rules, 2020, G.S.R. 464(E) (India)

Books:

- SINGH, AVTAR, LAW OF CONTRACT AND SPECIFIC RELIEF (13th ed. 2022).
- VARDHAN, R. YASHOD & CHITRA NARAYAN (eds.), 1 POLLOCK & MULLA, THE INDIAN CONTRACT AND SPECIFIC RELIEF ACTS (16th ed. 2022).
- V.G. RAMACHANDRAN, LAW OF AGENCY (6th ed., Eastern Book Company 2018).

Journal articles:

- Atiyah, Sami, *Electronic Agents and the Law of Agency: A Comparative Study*, 15 International Journal of Law and Information Technology 88 (2021).
- Beyleveld, Alexander & Franziska Sucker, *Regulating Cross-Border Data Flows under the AfCFTA Protocol on Digital Trade: The What, Why, How, Where and When*, 20(2) Manchester Journal of International Economic Law 299 (2023).
- Fagan, J.O., *The Scope of Agent's Authority and Power*, 22 U. QUEENSLAND L.J. 103 (2002).
- Gopinath, Saurabh & Ashutosh Sharma, *Bridging the Gap: Evolving Section 182 of the Indian Contract Act to Accommodate the Complexities of E-commerce and Technological Agency*, 7(2) International Journal for Multidisciplinary Research (IJFMR) 39779 (2025).

- Gupta, Apar, *Liability of Intermediaries in India – From Troubled Waters to Safe Harbours*, 13(2) Computer and Telecommunications Law Review 60 (2007).

- Majithia, Vasundhara, *The Changing Landscape of Intermediary Liability for E-Commerce Platforms: Emergence of a New Regime*, 3.1 INT'L J.L. MGMT. & HUMAN. 396 (2020).

- Mehra, Vanshita, *Legal Challenges and Regulations for E-Commerce Companies*, 6 International Journal of Law, Management & Humanities 121 (2020).

- Naniwadekar, Mihir, *Intermediary Liability in India*, 2 INDIAN J.L. & TECH. 5 (2006).

- Padmanabhan, Ananth, *Give Me My Space and Take Down His*, 9 Indian Journal of Law and Technology 28 (2013).

Reports:

- ORG. FOR ECON. COOP. & DEV., CONSUMER POLICY AND E-COMMERCE (2016).