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Gig Workers and Road Safety in India: Examining Platform Accountability and Legal Protection of Delivery Partners

ANITA RANI[*] AND DR. VARINDER SINGH[**]

ABSTRACT

Delivery partners in India ride to deadlines they do not set, on roads where two-wheeler riders form the largest group of fatalities and under contracts that call them independent partners. This paper examines when, and on what legal basis, platforms should answer for the road risks created by this arrangement. It examines the Motor Vehicles Act 1988 as amended in 2019, the Code on Social Security 2020 and its 2026 Rules, the Bharatiya Nyaya Sanhita 2023, and recent state gig-worker statutes. It contends that responsibility should depend upon who controls the conditions of risk, namely time, pay, allocation and deactivation, and not on the contract. It further considers how algorithmic management of allocation, incentives and deactivation affects rider safety, an area where Indian law remains largely silent. Current law protects delivery partners mainly through welfare schemes that are not yet operational, and it says little about unsafe system design. The paper proposes reforms that can largely be made through rules and targeted amendments.

Keywords: *Gig workers, Platform accountability, Road safety, Algorithmic management, Social security*

I. INTRODUCTION

A delivery partner on a motorcycle makes several decisions every hour that carry a risk of death. Should the rider take the shorter route against traffic, accept another order while already late, or continue in heavy rain? Formally, each decision belongs to the rider. In practice, each is shaped by an application that fixes the price of a trip, the time expected for it and the cost of refusing it.

The scale of this workforce is large, though its exact size is uncertain. NITI Aayog estimated that India's gig workforce was 77 lakh in 2020-21 and could reach 2.35 crore by 2029-30.[1] The

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[1] NITI AAYOG, *India's Booming Gig and Platform Economy: Perspectives and Recommendations on the Future of Work* (June 2022), https://www.niti.gov.in/sites/default/files/2022-06/25th_June_Final_Report_27062022.pdf (last visited Nov. 4, 2026).

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Ministry of Road Transport and Highways (MoRTH) recorded 4,80,583 road accidents and 1,72,890 deaths in 2023. Two-wheeler riders accounted for 44.8 per cent of those deaths.[2] No official report records how many of these casualties involve gig workers. Delivery partners nonetheless ride two-wheelers for a living, and unions attribute accidents and injuries to ultra-fast delivery timelines.[3]

Gig workers held a nationwide strike on 31 December 2025, and the pressure of ultra-fast delivery promises was among the concerns raised. In January 2026 the Union Labour Minister met Blinkit, Zepto, Swiggy and Zomato. The platforms reportedly agreed to remove fixed delivery-time claims from their advertising, and Blinkit changed its tagline.[4] Separately, the Code on Social Security 2020 came into force on 21 November 2025,[5] and the Social Security (Central) Rules 2026 followed in May 2026.[6]

This paper contends that removing the ten-minute claim from advertising does not, by itself, show any change in how the work is organised. A platform that sets the price, allocates the work, shapes the expected time and retains the power to deactivate the worker helps to create the risk, and it should carry a matching duty. Its contracts instead describe the worker as a self-employed partner. That contractual label of independence should not settle the question, and companies must keep road safety in mind when they frame the rules of the work.

The underlying problem is a mismatch between legal categories and working reality. Road safety law is written around the driver and the vehicle owner. Labour law is written around the employer. Delivery work sits between the two. The platform owns neither the vehicle nor, on its own account, the employment relationship, yet it designs the work that places the rider on the road. Delivery partners are often regarded as independent contractors whenever a dispute

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[2] MINISTRY OF ROAD TRANSPORT & HIGHWAYS, Transport Research Wing, *Road Accidents in India 2023* (2025), https://morth.gov.in/sites/default/files/Road-Accident-in-India-2023-Publications.pdf (last visited Oct. 20, 2026).

[3] Outlook Start-Up Desk, *No More 10-Minute Orders? Union Demands to Scrap Quick Delivery Model Amid Gig Workers Strike*, OUTLOOK BUSINESS (Dec. 31, 2025), https://www.outlookbusiness.com/corporate/no-more-10-minute-orders-union-demands-to-scrap-quick-delivery-model-amid-gig-workers-strike (last visited Nov. 4, 2026).

[4] Press Trust of India, *Blinkit Drops 10-Minute Delivery Claim After Labour Min Intervenes; Swiggy, Zepto May Follow Suit*, THE WEEK (Jan. 13, 2026), https://www.theweek.in/wire-updates/business/2026/01/13/blinkit-drops-10-minute-delivery-claim-after-labour-min-intervenes-swiggy-zepto-may-follow-suit.html (last visited Nov. 4, 2026); see also Outlook Start-Up Desk, *supra* note 3.

[5] The Code on Social Security, No. 36 of 2020, INDIA CODE (2020); S.O. 5319(E), Gazette of India, Extraordinary, pt. II, sec. 3(ii) (Nov. 21, 2025); MINISTRY OF LABOUR & EMPLOYMENT, *Union Government's Four Labour Codes Simplify and Streamline Labour Laws*, PRESS INFORMATION BUREAU (Nov. 25, 2025), https://www.pib.gov.in/PressReleasePage.aspx?PRID=2194018 (last visited Oct. 20, 2026).

[6] Social Security (Central) Rules, 2026, G.S.R. 344(E), Gazette of India, Extraordinary, pt. II, sec. 3(i) (May 8, 2026), https://www.labour.gov.in/static/uploads/2026/05/49aa9b62c2125499c37399b90e969d67.pdf; see also Aakriti Bansal, *Swiggy, Zomato, Ola Must Report Gig Workers to Govt in Real Time Under New Social Security Rules*, MEDIANAMA (May 12, 2026), https://www.medianama.com/2026/05/223-social-security-central-rules-2026-gig-workers-90-days-work/ (last visited Oct. 20, 2026).

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arises. Riders have told reporters that they jump red lights and overspeed to meet deadlines,[7] which endangers their lives and public safety. Although the platform exercises considerable control through its algorithm, it bears little liability. The result is a legal vacuum in which the actual controller of the work bears minimal or no liability for road safety.

This paper therefore examines what duties current law places on platforms for the road safety of delivery partners, when a platform can incur civil, criminal or statutory liability, whether the present system of social security compensates injured partners adequately, and what reforms would align accountability with control.

II. THE LEGAL FRAMEWORK

A. The Motor Vehicles Act 1988

The Motor Vehicles Act 1988 regulates drivers, vehicles and insurance. It requires a policy covering third-party risk for every motor vehicle in a public place, and it makes insurers answerable to third parties.[8] Its conduct rules bind the person at the controls. These include the helmet requirement and the offences of speeding and dangerous driving.[9] Every one of these conduct duties falls on the rider.

In 2019, Parliament amended the Motor Vehicles Act to introduce the term "aggregator" and to empower the government to license such companies.[10] The Act defines an aggregator as a digital intermediary or marketplace that connects a passenger with a driver for transportation. A food or parcel delivery app does not fall naturally within this definition. MoRTH issued the Motor Vehicle Aggregator Guidelines in 2025 to standardise the rules for aggregators, and licences under them are granted by state governments.[11] The Act and the Guidelines are written mainly for passenger transport. Delivery partners therefore have no clear statutory protection under this framework, and this gap is one of the reasons for the reforms proposed.

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[7] Samarth Grover, *'A Small Mistake Can Cost Us Our Lives': Why Gig Workers Are on Strike on New Year's Eve*, NEWSLAUNDRY (Dec. 31, 2025), https://www.newslaundry.com/2025/12/31/10-minutes-to-deliver-12-hour-shifts-for-rs-15000-why-gig-workers-are-striking-on-new-years-eve (last visited Nov. 4, 2026); Nikhil M. Babu, *The Risks They Take to Deliver Your Groceries in 10 Minutes*, THE HINDU (Apr. 11, 2022), https://www.thehindu.com/news/cities/Delhi/rash-driving-fall-in-income-more-pressure-behind-the-scenes-of-10-minute-delivery/article65309591.ece (last visited Nov. 4, 2026).

[8] The Motor Vehicles Act, No. 59 of 1988, INDIA CODE (1988), §§ 146–47, 150.

[9] *Id.* §§ 129, 183, 184, 194D.

[10] The Motor Vehicles (Amendment) Act, No. 32 of 2019, INDIA CODE (2019); The Motor Vehicles Act, No. 59 of 1988, INDIA CODE (1988), §§ 2(1A), 93.

[11] MINISTRY OF ROAD TRANSPORT & HIGHWAYS, *Motor Vehicle Aggregator Guidelines, 2025* (July 1, 2025), https://morth.nic.in/sites/default/files/circulars_document/MV-Aggregators-Guidelines-2025%20-%20English%20and%20Hindi.pdf (last visited Oct. 20, 2026); Priyanka Negi, *Centre Gives Nod to Private Bike Taxis! Rapido, Uber Need State Approval; Cab Drivers to Get 80% Share in Earnings*, NEWS24 (July 2, 2025), https://news24online.com/india/motor-vehicle-aggregator-guidelines-2025centre-gives-nod-to-private-bike-taxis-rapido-uber-need-state-approval-cab-drivers-to-get-80-share-in-earnings/598683 (last visited Oct. 20, 2026).

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The Act also supplies the compensation machinery after a crash. It provides for no-fault compensation, for a scheme of relief in hit-and-run cases and for claims before Motor Accident Claims Tribunals.[12] These provisions are built on the assumption that a vehicle owner and an insurer stand behind the vehicle. They say nothing about the entity that scheduled the trip.

B. The Code on Social Security 2020

The Code on Social Security 2020 (the Code) is the first central law to recognise gig workers, platform workers and aggregators. It treats a gig worker as someone who earns from work outside the traditional employer-employee relationship.[13] The Seventh Schedule names the aggregators it covers, including food and grocery delivery, logistics and e-marketplace platforms.[14] Section 114 authorises the Central Government to notify schemes for these workers, including accident insurance.[15] Covered aggregators are to pay a contribution, at a rate to be notified, of 1 to 2 per cent of annual turnover into the Social Security Fund, capped at 5 per cent of what they pay such workers.[16]

The Social Security (Central) Rules 2026, notified on 8 May 2026, explain how this will work.[17] Aggregators had 45 days from the commencement of the Rules to share their workers' details on the government portal, and late payments attract interest of 1 per cent for every month or part of a month.[18] A worker qualifies only after 90 days with one aggregator, or 120 days across several, in the last financial year. That test must be met again every year.[19]

The promise, however, remains largely on paper. A report of May 2026 records that no scheme had been notified under section 114, and a commentary published in October 2026 states that, as on 18 October 2026, no notification fixing the contribution rate or its start date appeared in the e-Gazette.[20] For delivery riders, the gap is serious. A gig worker stands outside employment, so the employee's compensation provisions in Chapter VII of the Code, which replaced the Employees' Compensation Act 1923, do not apply to a delivery partner by their own force. A rider hurt on the road may therefore have no claim against the platform. The Code also places

[12] The Motor Vehicles Act, No. 59 of 1988, INDIA CODE (1988), §§ 161, 164, 166, 168.
[13] The Code on Social Security, No. 36 of 2020, INDIA CODE (2020), § 2(35).
[14] *Id.*, Seventh Schedule.
[15] *Id.* § 114(1).
[16] *Id.* §§ 114(4)–(5), 141.
[17] Social Security (Central) Rules, 2026, *supra* note 6, rr. 48–49.
[18] Social Security (Central) Rules, 2026, *supra* note 6, rr. 48(2)(b), 49(2); *Centre Mandates Gig Worker Registration in 45 Days*, THE PEOPLE'S BOARD (May 11, 2026), https://www.thepeoplesboard.com/news/centre-mandates-gig-worker-registration-in-45-days/ (last visited Oct. 20, 2026).
[19] Social Security (Central) Rules, 2026, *supra* note 6, rr. 48(2)(e), 49(4); THE PEOPLE'S BOARD, *supra* note 18.
[20] Bansal, *supra* note 6; Sakhi Shrivastava, *Gig-Worker Levy: Unanswered Tax Questions Before Section 114 Kicks In*, TAXGURU (Oct. 19, 2026), https://taxguru.in/corporate-law/gig-worker-levy-unanswered-tax-questions-section-114-kicks.html (last visited Oct. 20, 2026).

no duty on platforms to make the work itself safer. It is a welfare law, so it can support a family after an accident, but it does little to prevent one.

C. The Bharatiya Nyaya Sanhita 2023

The Bharatiya Nyaya Sanhita 2023 (BNS) is the principal statute governing substantive criminal law in India. It defines crimes and prescribes punishments for them. With regard to road safety, causing death by a rash or negligent act is punishable under section 106(1) with imprisonment of up to five years and fine. Rash driving on a public way falls under section 281, and acts endangering life or personal safety fall under section 125.[21] The stricter hit-and-run provision in section 106(2) has not been brought into force.[22] The Delhi High Court has declined to direct its enforcement, holding that commencement is for the Central Government.[23]

The criminal law therefore reaches the rider quickly and the platform only in theory. Section 2(26) treats a company as a person,[24] so corporate liability is not excluded. For gig workers, liability depends on the facts and circumstances of each case.

D. State statutes

Several states have legislated ahead of any central scheme. Rajasthan enacted the Platform Based Gig Workers (Registration and Welfare) Act in 2023. Karnataka followed with Act 72 of 2025.[25] The Karnataka Act creates a welfare board and a fund financed in part by a fee on pay-outs. It also addresses occupational health and safety, transparency in automated systems and the suspension of worker access to platforms.[26] Bihar and Jharkhand have enacted similar laws, and Telangana enacted its own Act in April 2026.[27] Even so, there is no uniformity, and only a

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[21] The Bharatiya Nyaya Sanhita, No. 45 of 2023, INDIA CODE (2023), §§ 106(1), 281, 125.

[22] *Year on, New Law to Deal with Hit-and-Run Cases Still Under Review*, THE TRIBUNE (July 23, 2025), https://www.tribuneindia.com/news/chandigarh/year-on-new-law-to-deal-with-hit-run-cases-still-under-review/ (last visited Oct. 20, 2026).

[23] *Ritu Gauba v. Commissioner of Police*, 2026 LiveLaw (Del) 653 (India); Nupur Thapliyal, *Delhi High Court Dismisses PIL Seeking FIR Against Amit Shah, Rahul Gandhi for Not Notifying BNS 'Hit-and-Run' Provision*, LIVELAW (July 15, 2026), https://www.livelaw.in/high-court/delhi-high-court/pil-for-fir-against-amit-shah-rahul-gandhi-dismissed-bns-hit-and-run-provision-541309 (last visited Nov. 4, 2026).

[24] The Bharatiya Nyaya Sanhita, No. 45 of 2023, INDIA CODE (2023), § 2(26).

[25] The Rajasthan Platform Based Gig Workers (Registration and Welfare) Act, 2023, Rajasthan Act No. 29 of 2023; The Karnataka Platform Based Gig Workers (Social Security and Welfare) Act, 2025, Karnataka Act No. 72 of 2025, https://prsindia.org/files/bills_acts/acts_states/karnataka/2025/Act72of2025KA.pdf (last visited Oct. 22, 2026).

[26] The Karnataka Platform Based Gig Workers (Social Security and Welfare) Act, 2025, Karnataka Act No. 72 of 2025, §§ 13, 14, 16, 19, 20; PRS LEGISLATIVE RESEARCH, *The Karnataka Platform Based Gig Workers (Social Security and Welfare) Bill, 2025*, https://prsindia.org/bills/states/the-karnataka-platform-based-gig-workers-social-security-and-welfare-bill-2025 (last visited Oct. 22, 2026).

[27] The Bihar Platform Based Gig Workers (Registration, Safety and Welfare) Act, 2025, Bihar Act No. 8 of 2025; The Jharkhand Platform Based Gig Workers (Registration and Welfare) Act, 2025, Notification No. LG-03/2025-58/Leg (Jan. 6, 2026), https://www.teamleaseregtech.com/updates/article/54306/jharkhand-platform-based-gig-workers-registration-and-welfare-act-2025/ (last visited Nov. 4, 2026); The Telangana Platform Based Gig Workers (Registration, Social Security and Welfare) Act, 2026, Telangana Act No. 21 of 2026, https://prsindia.org

few states have taken this step. A uniform statute is required to ensure road safety and better lives for these workers.

E. Constitutional backdrop

The Supreme Court has read Article 21 to include the right to health and safe conditions of work, and Article 23 to reach exploitative bargains between unequal parties. The Court has also approached road safety through the constitutional philosophy behind Article 21, treating it as a major concern requiring effective state action.[28] These principles bind the State directly.

The question of platform responsibility is also before the Supreme Court. In *Indian Federation of App-Based Transport Workers v. Union of India*, the petitioners say that contracts calling workers "partners" defeat social security protections.[29]

III. Platform Accountability

A. Control as the central question

Indian courts have long asked who controls the work. The control and supervision test appears in *Dharangadhara Chemical Works*, and *Silver Jubilee Tailoring House* kept control as an important, though not always decisive, factor. *Hussainbhai* went past the written contract and asked who, in substance, gained from the worker's labour. *Balwant Rai Saluja* confirmed that real control is what counts, and found none on its facts.[30] These cases arose under industrial law. The Code now treats a gig worker as someone outside employment.[31] So classification matters less for statutory welfare than it once did. It still matters for tort claims and for state legislation.

In tort, the question is whether a platform answers for a rider's careless act. It may also answer for its own careless design of the work. English law offers a cautious comparison. An organisation is vicariously liable where its relationship with the worker resembles employment

/files/bills_acts/acts_states/telangana/2026/Act21of2026TG.pdf (last visited Nov. 4, 2026).

[28] *Consumer Education & Research Centre v. Union of India*, (1995) 3 SCC 42 (India); *People's Union for Democratic Rights v. Union of India*, (1982) 3 SCC 235 (India); *S. Rajaseekaran v. Union of India*, (2014) 6 SCC 36 (India).

[29] *The Indian Federation of App-Based Transport Workers v. Union of India*, W.P. (C) No. 1068 of 2021 (Supreme Court of India Apr. 9, 2026) (India), https://api.sci.gov.in/supremecourt/2021/22576/22576_2021_8_20_69898_Order_09-Apr-2026.pdf (last visited Oct. 23, 2026); Gauri Kashyap, *Gig Workers' Access to Social Security: Writ Petition Summary*, Supreme Court Observer (Dec. 7, 2021), https://www.scobserver.in/reports/gig-workers-access-to-social-security-the-indian-federation-of-app-based-transport-workers-ifat-v-union-of-india-writ-petition-summary/ (last visited Nov. 4, 2026).

[30] *Dharangadhara Chemical Works Ltd. v. State of Saurashtra*, AIR 1957 SC 264 (India); *Silver Jubilee Tailoring House v. Chief Inspector of Shops & Establishments*, (1974) 3 SCC 498 (India); *Hussainbhai v. Alath Factory Thozhilali Union*, (1978) 4 SCC 257 (India); *Balwant Rai Saluja v. Air India Ltd.*, (2014) 9 SCC 407 (India).

[31] The Code on Social Security, No. 36 of 2020, India Code (2020), § 2(35).

and the wrong is closely connected to that work. It is not ordinarily liable for a truly independent contractor.[32]

Indian motor accident law applies the course-of-employment principle to owners and drivers.[33] Vicarious liability for a rider's negligence is therefore possible but uncertain. The stronger route is direct liability for the platform's own conduct. That depends on foreseeability and on control over the risk. This is the author's analysis and not settled law.

B. Delivery deadlines

The public debate centres on the promise of delivery within ten minutes. Eternal's then chief executive maintained that riders are shown no customer-facing time promise, timer or countdown, and that speed comes from stores placed closer to customers.[34] Workers' unions disagree. They say the promise becomes pressure to ride unsafely, and riders have given similar accounts to reporters.[35]

The legal point is narrower than the advertising line. A deadline matters only when the system turns it into an operational target through allocation, pay, penalties or ratings. A promise that never reaches the rider's incentives carries little legal weight. A platform may call its ten-minute promise a marketing line, but in a workplace run by an app that defence is hard to sustain. If a rider who arrives late gets fewer orders, loses an incentive, is blocked, or is rated poorly by the customer, the deadline has become a condition of the job, even when the rider never sees a timer. The rider then feels that pressure as a matter of survival, because the income depends on it. So the legal question moves from what the company advertises to what it measures and punishes. Under road safety law and labour law alike, control sits in how the incentives and penalties are built, not in the advertisement. Until platforms disclose how they allocate orders and apply penalties, the claim that speed comes from dark stores cannot be checked, and the risk keeps falling on the rider and on everyone else on the road.

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[32] *Various Claimants v. Catholic Child Welfare Society*, [2012] UKSC 56; *Barclays Bank plc v. Various Claimants*, [2020] UKSC 13.

[33] *Pushpabai Purshottam Udeshi v. Ranjit Ginning & Pressing Co. (P) Ltd.*, (1977) 2 SCC 745 (India).

[34] TOI Business Desk, *Gig Worker Safety Row: Blinkit Drops '10-Minute' Delivery Claim After Labour Ministry Flags Concerns; Zepto, Swiggy May Follow*, THE TIMES OF INDIA (Jan. 13, 2026), https://timesofindia.indiatimes.com/business/india-business/gig-worker-safety-row-blinkit-drops-10-minute-delivery-claim-after-labour-ministry-flags-concerns-zepto-swiggy-may-follow/articleshow/126504306.cms (last visited Oct. 20, 2026); Press Trust of India, *supra* note 4.

[35] Outlook Start-Up Desk, *supra* note 3; Grover, *supra* note 7; Babu, *supra* note 7.

C. Algorithmic management

Algorithmic management means using software to allocate tasks, set pay, rate performance and restrict access. Research on ride-hailing shows that these systems create information gaps.[36] Workers cannot see how their pay or ratings are worked out. They therefore cannot judge what the system expects of them. Prassl describes a wider shift in which management functions move to software while formal responsibility is disclaimed.[37] Indian general law says little on this. The Digital Personal Data Protection Act 2023 gives data principals rights of access, correction, erasure and grievance redress, although the provisions on those rights are due to take effect only in May 2027. It gives no general right to an explanation of an automated decision, or to human review of one.[38]

The Karnataka Act goes further. It addresses transparency and the suspension of platform access.[39] The European Union has gone furthest. Its 2024 Platform Work Directive regulates algorithmic management and includes a presumption of employment.[40] Spain's 2021 rider law addresses algorithmic transparency for delivery riders.[41]

These instruments are only persuasive in India. Their value lies in showing that safety and transparency are now treated as linked problems.

D. Performance incentives and penalties

Workers report incentives tied to login hours and per-delivery bonuses on peak days, and one rider reports that declining more than one order a day leads to a blocked ID. Both can shape how a rider behaves on the road, and one union has publicly demanded that ratings and ID blocking be abolished.[42]

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[36] Alex Rosenblat & Luke Stark, *Algorithmic Labor and Information Asymmetries: A Case Study of Uber's Drivers*, 10 INT'L J. COMMC'N 3758 (2016), https://ijoc.org/index.php/ijoc/article/view/4892 (last visited Nov. 4, 2026).
[37] JEREMIAS PRASSL, HUMANS AS A SERVICE: THE PROMISE AND PERILS OF WORK IN THE GIG ECONOMY (2018).
[38] The Digital Personal Data Protection Act, No. 22 of 2023, INDIA CODE (2023), §§ 11–13; Shardul Amarchand Mangaldas, *Enforcement of the DPDP Act and Notification of the DPDP Rules*, https://www.amsshardul.com/insight/enforcement-of-the-dpdp-act-and-notification-of-the-dpdp-rules/ (last visited Nov. 4, 2026).
[39] The Karnataka Platform Based Gig Workers (Social Security and Welfare) Act, 2025, Karnataka Act No. 72 of 2025, §§ 13, 14.
[40] Directive (EU) 2024/2831 of the European Parliament & of the Council of Oct. 23, 2024, on Improving Working Conditions in Platform Work, arts. 5, 7–15, 2024 O.J. (L 2024/2831) 1, https://eur-lex.europa.eu/eli/dir/2024/2831/oj (last visited Oct. 20, 2026).
[41] Ley 12/2021, de 28 de septiembre, por la que se modifica el texto refundido de la Ley del Estatuto de los Trabajadores para garantizar los derechos laborales de las personas dedicadas al reparto en el ámbito de plataformas digitales, BOE núm. 233, de 29 de septiembre de 2021, https://www.boe.es/eli/es/l/2021/09/28/12 (last visited Oct. 20, 2026).
[42] Grover, *supra* note 7.

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No Indian law prohibits such incentives as such. Their legal relevance is evidentiary. If a platform's own design rewards speed, a court deciding breach and causation has good reason to examine that design.

The proposals in Part VI aim to make this examination routine. It should not depend on a rider or family going to court.

E. Traffic violations and criminal responsibility

When a rider breaks a traffic rule, the offence and the challan fall on the rider. The platform bears no direct consequence. The real question is whether criminal law can reach a platform at all. Abetment under the BNS needs instigation, conspiracy or intentional aid. Common intention under section 3(5) needs a shared design.[43] An incentive structure that rewards speed is unlikely to meet either test. Corporate liability for negligence is a different matter. The Supreme Court has accepted that a company can be prosecuted even for offences requiring a guilty mind. The Court does this by attributing to the company the mind of those who direct it.[44]

Section 106 requires a rash or negligent act causing death. A prosecution would have to show that the platform's own conduct met that standard. The author found no reported Indian decision prosecuting a delivery platform for a rider's crash. Criminal liability is possible in principle but unlikely in practice.

F. Circumstances of liability

On the analysis above, a platform may face liability in four circumstances.

The first is statutory. It arises from contribution duties under the Code, state welfare-fee laws and any scheme notified under section 114. The second is direct civil liability. This applies where a platform negligently designs work that foreseeably endangers riders or others.

The third is vicarious liability, where control makes the relationship akin to employment. The fourth is contractual or promissory, where the platform has itself undertaken to provide insurance or support.

Criminal liability remains a theoretical fifth. Only the first is established by existing law, and it is not yet operational for accident benefits.

[43] The Bharatiya Nyaya Sanhita, No. 45 of 2023, INDIA CODE (2023), §§ 3(5), 45.
[44] *Iridium India Telecom Ltd. v. Motorola Inc.*, (2011) 1 SCC 74 (India); *Sunil Bharti Mittal v. Central Bureau of Investigation*, (2015) 4 SCC 609 (India).

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IV. Legal protection and compensation

A. Who pays after a crash

The answer depends on who is at fault. Where a third party's negligence injures or kills a rider, the rider or the family may claim against that party and its insurer before a Tribunal. The Supreme Court's approach to just compensation, including future prospects for self-employed and fixed-wage earners, applies in principle.[45] Where no third party is identified, the hit-and-run scheme and no-fault provisions give limited relief.

Where the rider is at fault and is injured, there is no one to claim against. The rider depends on personal cover and any voluntary cover offered by the platform. The terms of such cover are set by the platform and were not reviewed for this paper.

Where the rider injures a third party, the position is less comfortable. The rider's policy answers to the victim. Under *Swaran Singh*, an insurer that pays a third party despite a breach of policy conditions may recover from the insured.[46] A private two-wheeler used for paid delivery may raise questions of commercial use under the policy. The insurer may then pay the victim and look to the rider. The rider, not the platform, becomes the final bearer of the loss. This is the author's reading of the structure, and the effect depends on the wording of each policy.

B. The Code on Social Security

The Code is the intended answer for rider injury, but it does not yet deliver. Benefits depend on notified schemes, and a report of May 2026 states that none had been notified by then.[47] Even when schemes exist, the 90- or 120-day threshold gates eligibility, and eligibility lapses if the threshold is missed in a later year.[48] A threshold of this kind suits pension or old-age benefits. It suits accident cover poorly. The risk of a crash exists from the first order and does not accumulate over ninety days. A rider injured in the first month of work, or in a year of reduced activity, may fall outside the scheme.

C. State laws

The Karnataka Act finances welfare through a fee on pay-outs and allows the fund to support social security measures, which the Act defines to include protection against work injury.[49] This

[45] *Sarla Verma v. Delhi Transport Corp.*, (2009) 6 SCC 121 (India); *National Insurance Co. Ltd. v. Pranay Sethi*, (2017) 16 SCC 680 (India).
[46] *National Insurance Co. Ltd. v. Swaran Singh*, (2004) 3 SCC 297 (India) (decided under former § 149 of the Motor Vehicles Act, the provision now found in § 150).
[47] The Code on Social Security, No. 36 of 2020, INDIA CODE (2020), § 114; Bansal, *supra* note 6.
[48] Social Security (Central) Rules, 2026, *supra* note 6, rr. 48(2)(e), 49(4).
[49] The Karnataka Platform Based Gig Workers (Social Security and Welfare) Act, 2025, Karnataka Act No. 72 of 2025, §§ 2(k), 19, 20.

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is closer to the risk, because the fee attaches to each pay-out and not to a rider's work history. It also raises federal questions. Platforms operate nationally. The Karnataka and Telangana Acts count the state fee towards the contribution under section 114(4) of the Code, but commentators note that Rajasthan's Act does not say so and that there is no explicit guidance covering all state laws.[50] Inconsistent state regimes risk both gaps for riders and compliance conflict for platforms. Neither outcome serves safety.

D. The employment claim

The petitioners in the pending Supreme Court case argue that the contracts describe workers as partners to avoid protection.[51] If the Court accepted that delivery partners are employees in substance, older employee protections would follow. Parliament, however, has now defined the gig worker as standing outside employment, and the text will weigh heavily against that claim. Courts retain the power to look at substance, as *Hussainbhai* shows.[52] Whether they will do so for a category that Parliament has separately defined is uncertain. The author's view is that a legislative solution that does not depend on the outcome is preferable.

E. Comparative position

In *Uber BV v. Aslam*, the UK Supreme Court held that drivers were workers for the purposes of key employment statutes, after looking at how far the platform controlled the terms of work.[53] The EU Directive and Spanish law add presumptions of employment and rules on algorithmic management.[54] These models are not transplantable as they stand. India's workforce structure and legal tradition differ. They do show that accident risk is increasingly treated as a platform responsibility rather than a private matter for the worker.

V. FINDINGS

The analysis supports six findings. Each is a conclusion about the law as it stands, drawn from the sources cited above.

1. No statute examined above imposes on delivery platforms a specific duty to design work with road safety in mind. The Motor Vehicles Act regulates the rider. The Code

[50] The Karnataka Platform Based Gig Workers (Social Security and Welfare) Act, 2025, Karnataka Act No. 72 of 2025, § 20(5); The Telangana Platform Based Gig Workers (Registration, Social Security and Welfare) Act, 2026, Telangana Act No. 21 of 2026, § 20(6); Anhad Law, *Social Security for Gig Workers in India: Do Central and State Laws Signal Higher Costs for Online Platforms*, MONDAQ (Mar. 17, 2026), https://www.mondaq.com/india/constitutional-administrative-law/1759312/social-security-for-gig-workers-in-india-do-central-and-state-laws-signal-higher-costs-for-online-platforms (last visited Oct. 20, 2026).
[51] *The Indian Federation of App-Based Transport Workers*, *supra* note 29; Kashyap, *supra* note 29.
[52] *Hussainbhai*, *supra* note 30.
[53] *Uber BV v. Aslam*, [2021] UKSC 5.
[54] Directive (EU) 2024/2831, *supra* note 40; Ley 12/2021, *supra* note 41.

funds benefits. The Karnataka Act comes closest, but it binds only within one state and is under challenge.[55]

2. The aggregator provisions of the Motor Vehicles Act are framed around passenger transport. Delivery partners gain little from them or from the 2025 Guidelines, which operate through state licensing.
3. The Code recognises gig workers but has not yet produced payable accident benefits. Its 90- or 120-day eligibility rule suits long-term benefits and is a poor fit for accident risk, which exists from the first order.
4. Compulsory third-party insurance protects accident victims. It may leave the final loss with the rider where a policy is not written for commercial delivery use.
5. Criminal law operates mainly on the rider. Section 106(2) of the BNS is not in force, and criminal liability of a platform is possible in principle but untested.
6. The evidence needed to decide platform responsibility is not public. No official dataset isolates delivery-partner accidents, and the design of allocation and incentive systems is known only to the platforms.

These findings support the central argument in part. Control is the right anchor for responsibility, and courts already use it in other settings. The law does not yet use it for road risk in delivery work.

VI. Recommendations

In the light of the above discussion, the following recommendations are made:

1. A safety-by-design duty. The Central Government should require delivery aggregators, through rules or a scheme under section 114, to assess periodically the road risk created by their allocation methods, time estimates and incentive structures, and to file the assessment with the designated authority. Rules should bar penalties, rating reductions or loss of incentives for delay attributable to traffic, weather or safety. This turns the Labour Ministry's informal request of January 2026 into an enforceable standard.
2. Accident cover from the first engagement. Aggregators should fund occupational accident cover, covering medical expenses, disability and death, for the whole period

[55] *Internet & Mobile Association of India v. State of Karnataka* (Karnataka High Court July 3, 2026) (India); Siddesh M S, *Gig Workers Act: Karnataka HC Grants Interim Protection to IAMAI, Swiggy, Zomato, Others but Orders Deposit of Welfare Fee*, Bar & Bench (July 3, 2026), https://www.barandbench.com/news/karnataka-high-court-refuses-to-stay-gig-workers-act-but-grants-swiggy-zomato-others-interim-protection (last visited Nov. 4, 2026).

of active engagement from order acceptance to completion. Eligibility for this cover should not depend on the 90- or 120-day rule. That rule can remain for pension and other long-term benefits. Cover could be provided as a no-fault entitlement, financed from the contributions the Code already contemplates and delivered through group insurance.

3. Clarity on insurance and licensing. MoRTH and the insurance regulator should clarify how a private two-wheeler used for paid delivery is treated under a motor policy. Aggregators should be required to procure group cover for third-party liability and rider injury, so that the rider is not the final bearer of loss. The definition of aggregator in section 2(1A) and the licensing power in section 93 should be amended, or binding state rules adopted, so that delivery platforms fall within the regime.
4. Algorithmic transparency and human review. Aggregators should disclose to workers, in plain language, the main factors that govern allocation, ratings, incentives and deactivation. No worker should be deactivated without human review. The designated authority should be able to call for a safety audit of these systems after a serious incident. The Karnataka Act already points in this direction and offers a template.
5. Incident reporting and data. Aggregators should report accidents involving delivery partners during active engagement to a designated authority. MoRTH should add a delivery-partner category to its annual road accident report. Platforms should preserve trip data relevant to a crash for a fixed period and produce it for investigations and claims. This addresses the evidence gap identified above, and it allows future reform to rest on data.
6. Harmonisation. The Centre should provide that welfare fees paid under a state law count towards the aggregator's contribution under the Code, to the extent they fund equivalent benefits. This prevents double burdens and avoids a patchwork in which a rider's protection depends on the state of the order.

These measures impose duties only on platforms that exercise control over the work. A marketplace that merely connects a seller and a courier, with no role in allocation, pricing or deactivation, would meet them with little effort. Accident cover can be financed from within the contribution the Code already allows. A platform that says its system creates no time

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pressure, as the January 2026 reports record Eternal's then chief executive as saying,[56] should find transparency and audit unobjectionable, since these would test that claim.

VII. Conclusion

The legal position of the delivery partner on the road is incomplete. The rider carries the traffic offence, the injury and, often, the insurance risk. The platform designs the work that creates those risks and carries few duties in return. The Code on Social Security has recognised the worker, and state laws have begun to protect the worker. Neither yet reaches the system that sets the pace of the road.

This paper has argued that control should decide responsibility. Where a platform shapes time, pay, allocation and access, it should bear a duty of care, an obligation to insure and a duty to be transparent about how the system works. The proposals above can be adopted by rules and targeted amendments. They respect the commercial model of platform work while refusing to let the contractual label decide who bears the cost of a crash.

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[56] TOI Business Desk, *supra* note 34; Press Trust of India, *supra* note 4.

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