THE LAW BEHIND THE 10-MINUTE DELIVERY: REGULATING INDIA'S QUICK-COMMERCE REVOLUTION

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ABSTRACT

Quick commerce claims to offer delivery within minutes, yet the legal framework supporting that claim is both slow to develop and not unified. The article looks at the way a single order from a dark store interacts with seven different sets of regulations in India: those relating to foreign investment, competition law, labour and social security, consumer protection, food safety and premises licensing, data protection, and securities disclosure. It maintains that the key legal issue is not whether delivery in ten minutes is technically feasible, but whether the business model which enables it can be brought into line with restrictions on ownership of inventory, limits on below-cost pricing by dominant firms, the statutory social security requirements for platform workers, the need for transparency at the point of sale, and the obligations connected with physical premises and personal data. By referring to the main statutes, rules and policy measures in each area, as well as to recent enforcement actions and disclosure cases, the article demonstrates that the regulatory risk in this sector is cumulative and is spread across both the physical network and the digital application. It also regards the 2026 decision to remove the delivery-time branding following discussions with ministers as an example of regulation by persuasion that does not resolve the fundamental legal questions. The article concludes that for quick commerce to be sustainable it is necessary to ensure compliance by design, i.e., to align inventory control, pricing, worker classification, consumer disclosure, premises licensing and data governance with the business model from the very beginning, rather than trying to fit them in after the fact or as a result of enforcement or investor review.

Keywords: *Quick Commerce; FDI; Predatory Pricing; Gig Workers; Dark Patterns; Dark Stores; Data Protection; Compliance by Design*

I. INTRODUCTION: ONE ORDER, MANY REGULATORS

After 10 minutes, a delivery person comes to your door with a carton of milk when you tap "Order." Convenience is what it means to the customer. It's a pile of legal inquiries for the Lawyer. Behind the promise is foreign investment law, competition law, labour and social security, consumer protection, food safety and data protection, as well as the regulation of local premises, all stimulated by one order. Since then, the main platforms have removed the "10-minute" terminology from their ads, but the speedy delivery business model has survived.[1]

Shop licence, warehousing regulations, employment obligations and consumer rights are a problem for conventional retailers. In a fast commerce the questions are reduced to a very distributed service concept: inventory is stored near the consumers, dark stores are located inside neighbourhoods, the delivery rider circulates between the store and the consumers and the pricing and promotions are software controlled. Thus, speed is a not only a logistic feature but can have a legal nature.

The issue is not whether or not a 10-minute delivery is technically feasible. Whether the business model that makes that speed possible is compliant when considering ownership, inventory, pricing, worker protection, consumer information, food safety and data use. In the world of fast commerce, compliance cannot be added as an after-thought to the app, it must be built into the operating model.

II. FOREIGN INVESTMENT: MARKETPLACE, INVENTORY AND CONTROL

The Consolidated FDI Policy 2020 has differentiated between marketplace and inventory-based e-commerce.[2]As per paragraph 5.2.15.2, foreign investment is allowed up to 100% under the automatic route in the marketplace model and FDI is not allowed in the inventory-based model.

[1] See Part V *infra*.

[2] Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, *Consolidated FDI Policy Circular of 2020* (effective October 15, 2020), para. 5.2.15.2, available at: https://www.dpiit.gov.in/static/uploads/2025/07/6457fc2703ee6082366c4a958b6473a8.pdf (last visited on October 7, 2026). The marketplace model was first opened to 100% foreign investment by Press Note 3 (2016 Series), Department of Industrial Policy and Promotion, Ministry of Commerce and Industry (March 29, 2016). See also The Foreign Exchange Management (Non-debt Instruments) Rules, 2019, Sch. I.

As a marketplace entity, it may offer services of warehousing or logistics, order fulfilment and collection of payments but it cannot have ownership or control over the goods sold.[3]

A specific control test is included in the policy, which states that the marketplace entity is deemed to control the inventory of a vendor if it purchases more than 25% of the vendor's inventory from the marketplace entity or its group companies. This is a new rule (Press Note 2, 2018) which focuses on the place of purchase for the vendor's stock, not the proportion ofthe vendor's sales that pass through the platform.[4]

This difference is important in fast commerce as they are dependent on stocking it near the consumers. The question of the legality, therefore, is not so much who runs the application, but who owns or controls or determines the inventory. Any Quick Commerce structure outside the country should be planned keeping that in mind.

On 23 July 2026, DPIIT issued Press Note 3 (2026 Series), inserting a new paragraph 5.2.15.2.5. It enables the foreign-invested e-commerce entity to operate a model where the product is kept at its store and is exported. Does not ease restrictions on inventory-based sales to Indian consumers. It should therefore not be treated as a blanket relaxation and the marketplace versus inventory dichotomy should continue to be the basis of any foreign-funded model of quick commerce.[5]

III. COMPETITION LAW: DISCOUNTING, DOMINANCE AND EXCLUSIVITY

Practice of predatory pricing by a dominant enterprise is an abuse as per section 4(2)(a)(ii) of the Competition Act, 2002.[6]To sell a product or service at a price beneath the cost, in accordance with the regulations, with the intent of lessening competition or eliminating a competitor is a predatory price. The first question is thus: is the enterprise dominant in the relevant market?[7]

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[3]*Ibid.*
[4] Press Note 2 (2018 Series), Department of Industrial Policy and Promotion, Ministry of Commerce and Industry (December 26, 2018) (effective February 1, 2019). See *supra* para. 5.2.15.2.
[5] Press Note 3 (2026 Series), Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry (July 23, 2026), inserting para. 5.2.15.2.5 in the *Consolidated FDI Policy Circular of 2020*, available at: https://www.dpiit.gov.in/static/uploads/2026/07/ceb0cae74fd4e83094dc6b50c3d53f92.pdf (last visited on October 7, 2026).
[6] The Competition Act, 2002 (Act 12 of 2003), s. 4(2)(a)(ii) and Explanation (b) to s. 4 (defining "predatory price").
[7]*Ibid.*, Explanation (a) to s. 4 (defining "dominant position") and s. 19(4) (factors for determining dominance).

The other question is price. The CCI (Determination of Cost of Production) Regulations, 2025, (notification dated 6 May 2025) provide for the use of the average variable cost as a proxy for the marginal cost, unless otherwise specified by the market, in most cases.[8]Classification is the key determinant for a quick-commerce company. The more obvious candidates for the variable cost should be items like payouts to riders and packaging, while items like store rent and salaries should be considered as fixed cost; the placement of each of these items will have an impact on whether the discounted price falls below the benchmark.

The third question is purpose and effect. There is a difference between using a promotional discount to generate customers' interest and engaging in predatory pricing. The analysis gets serious when a dominant enterprise offers a product at a price below cost benchmark for the purpose of lowering competition or eliminating competition.

Fourth, recoupment. Recoupment is not included in the CCI's General Statementwhen it mentions the 2025 Regulations.[9] The intent and potential for exclusion is therefore weighted more heavily than if the CCI needed to demonstrate that the platform would be able to recover its losses later.

The Supreme Court's decision in *Uber India Systems Pvt. Ltd. v. Competition Commission of India* is instructive. Treating a substantial per-trip loss as capable of showing an intent to eliminate competition, the Court declined to disturb an order directing a full investigation into dominance.[10] Comparative law differs on recoupment: United States law requires a reasonable prospect of recouping losses, while the European Court of Justice, which presumes pricing below average variable cost by a dominant firm to be abusive, has not made recoupment a precondition.[11]

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[8] The Competition Commission of India (Determination of Cost of Production) Regulations, 2025 (notified May 6, 2025), available at: https://ksandk.com/competition/cci-determination-cost-of-production-regulations/ (last visited on October 7, 2026).

[9] Competition Commission of India, *General Statement* (May 2025), available at: https://www.cci.gov.in/images/whatsnew/en/general-statement1746633770.pdf (last visited on October 7, 2026).

[10] *Uber India Systems Pvt. Ltd. v. Competition Commission of India*, (2019) 8 SCC 697 (Civil Appeal No. 641 of 2017, decided on September 3, 2019).

[11] *Brooke Group Ltd. v. Brown & Williamson Tobacco Corp.*, 509 US 209 (1993); *AKZO Chemie BV v. Commission*, Case C-62/86, [1991] ECR I-3359; *Tetra Pak International SA v. Commission*, Case C-333/94 P, [1996] ECR I-5951. See also Phillip Areeda and Donald F. Turner, "Predatory Pricing and Related Practices under Section 2 of the Sherman Act", 88 Harv. L. Rev. 697 (1975).

Price isn't the only consideration. Under the rule of reason, an exclusive supply or launch arrangement is considered one in which a brand sells certain products exclusive to one specific platform. Self-preferencing concern is when a platform ranks their own products or offers space in ads or affiliate programs to its own products.[12]The CCIidentified platform neutrality, exclusive arrangements and discounting practices as sources of competition concern.[13]

These concerns have been brought to the CCI by the distributors.[14] The All-India Consumer Products Distributors Federation complained against Blinkit, Zepto and Instamart for their deep discounting and subsequently, reports indicated that CCI had sought additional information from the complainant. The companies have denied the allegations and it is recommended to check the CCI's own records for the current status of the matter.

The Competition (Amendment) Act, 2023 also added a deal value threshold. If the target has significant business activities in India, then a transaction exceeding ₹ 2,000 crore should be reported to the CCI since 10 September 2024.[15] Where the traditional asset and turnover thresholds are not applicable, merger control analysis can still apply.

IV. GIG WORKERS: SOCIAL SECURITY AND PLATFORM OBLIGATIONS

The Code on Social Security, 2020 specifically mentions “gig workers”, “platform workers” and “aggregators”. The framework is intended to address workers who fall outside the traditional employer and employee framework and a new statutory process is provided for the extension of social-security schemes to these workers.[16]

[12] The Competition Act, 2002 (Act 12 of 2003), ss. 3(4) and 19(3) (agreements assessed under the rule of reason).
[13]Competition Commission of India, *Market Study on E-Commerce in India: Key Findings and Observations* (January 2020), available at: https://www.cci.gov.in/images/marketstudie/en/market-study-on-e-commerce-in-india-key-findings-and-observations1653547672.pdf (last visited on October 7, 2026). See also Lina M. Khan, “Amazon’s Antitrust Paradox”, 126 Yale L.J. 710 (2017).
[14] The Competition Act, 2002 (Act 12 of 2003), s. 19(1)(a); *Samir Agrawal v. Competition Commission of India*, (2021) 3 SCC 1.
[15] The Competition Act, 2002 (Act 12 of 2003), s. 5(d), as inserted by The Competition (Amendment) Act, 2023 (Act 9 of 2023).
[16] The Code on Social Security, 2020 (Act 36 of 2020), ss. 2(2) (“aggregator”), 2(35) (“gig worker”), 2(61) (“platform worker”), 113 and 114. See also NITI Aayog, *India’s Booming Gig and Platform Economy: Perspectives and Recommendations on the Future of Work* (June 2022) (estimating 7.7 million gig workers in 2020–21, projected to rise to 23.5 million by 2029–30).

Statutory recognition does not, however, settle classification. Indian courts have traditionally asked whether the putative employer controls the manner of work, a test that looks to substance rather than labels.[17] The UK Supreme Court's reasoning in *Uber BV v. Aslam*, which examined the reality of control rather than contractual description, is persuasive rather than binding here.[18] States have also begun to legislate separately, as Rajasthan and Karnataka have done, so aggregators face a layered framework.[19]

The framework was made operational by notification of the Social Security (Central) Rules, 2026,on 8 May 2026.[20]According to Rule 48(2) aggregators have to provide information on the gig and platform workers that they are using on the central portal and the deadline for them to be onboarded to the eShram portal is 21 June 2026, as stated in a June 2026 circular. Conditions of eligibility for benefits include that a worker has been engaged for at least 90 days by a single aggregator or 120 days by multiple aggregators in the preceding fiscal year.

Section 114 of the Code establishes a contribution model for aggregators. The contribution is related to turnover and capped at 5% of the turnover paid or payable to gig and platform workers.[21]The framework should not be offered as if collection has already begun, but rather await a notification from the Central Government.

There's a significant impact of the formula with inventory models. Suppose there is a company with turnover of ₹10,000 crore and rider amount of ₹1,000 crore.Let's say the company has turnover of ₹10,000 crore and ₹1,000 crore of rider amount. It would be ₹100 crore at an illustrative rate of 1% of turnover, but at a rate of 5% of payouts, it would come down to ₹50 crore; the lower rate applies. The definition of turnover and the classification of the aggregator

[17]*Silver Jubilee Tailoring House v. Chief Inspector of Shops and Establishments*, (1974) 3 SCC 498; *Balwant Rai Saluja v. Air India Ltd.*, (2014) 9 SCC 407. See also Valerio De Stefano, "The Rise of the 'Just-in-Time Workforce': On-Demand Work, Crowdwork, and Labor Protection in the 'Gig-Economy'", 37 Comp. Lab. L. &Pol'y J. 471 (2016).

[18]*Uber BV v. Aslam*, [2021] UKSC 5. The question whether gig workers fall within existing social-security legislation was also placed before the Supreme Court of India in *Indian Federation of App-based Transport Workers v. Union of India*, W.P. (C) No. 1068 of 2021.

[19] See, e.g., The Rajasthan Platform Based Gig Workers (Registration and Welfare) Act, 2023; The Karnataka Platform Based Gig Workers (Social Security and Welfare) Act, 2025.

[20] The Social Security (Central) Rules, 2026 (notified May 8, 2026), r. 48(2), available at: https://www.labour.gov.in/static/uploads/2026/05/49aa9b62c2125499c37399b90e969d67.pdf (last visited on October 7, 2026).

[21]The Code on Social Security, 2020 (Act 36 of 2020), s. 114(4) and proviso, s. 114(5) and the Seventh Schedule

will be commercially important as the cap is often the determining factor when the turnover is high in comparison to the cost of the riders.

V. THE TEN-MINUTE PROMISE: REGULATION BY PERSUASION

In January 2026, following a gig-worker strike on New Year's Eve, the Union Labor Minister met representatives of Blinkit, Zepto, Zomato and Swiggy.[22]Reports said the platforms agreed to remove delivery-time commitments from their branding and advertising. The episode is significant because it shows a form of regulatory influence that does not begin with a new statute or regulation.

But the lesson is not to be underestimated. Brand changes are not a solution in themselves to issues of worker safety, incentives, delivery goals or the design of the base platform. Nor does the deletion of any given ad poster make any of the other conduct being posted disappear; and it does not remove responsibility for other conduct that may be the subject of independent legal enquiry. The Ten-minute promise is a good illustration of how regulation can influence business practice without any legislation being passed.

VI. CONSUMER PROTECTION: ADS, FEES, AND DARK PATTERNS

Claims made regarding delivery times are advertising claims and are important to consumers when they make their purchase decisions. Both a misleading advertisement and an unfair trade practice are punishable under the Consumer Protection Act 2019 and CCPA can initiate corrective advertising and impose penalties.[23] Unkept promises of speed may also constitute a lack of service.[24]

The Consumer Protection (E-Commerce) Rules, 2020prescribe the obligations and liabilities of marketplace and inventory e-commerce entities such as redressal of consumers' grievances.[25]The

[22] "Big relief for gig workers: After Centre's intervention, Blinkit to remove '10-minute delivery' branding", *Business Today* (January 13, 2026), available at: https://www.businesstoday.in/amp/industry/story/big-relief-for-gig-workers-after-centres-intervention-blinkit-to-remove-10-minute-delivery-branding-510686-2026-01-13 (last visited on October 7, 2026).

[23] The Consumer Protection Act, 2019 (Act 35 of 2019), ss. 2(28) ("misleading advertisement"), 2(47) ("unfair trade practice"), 21 (directions and penalties against misleading advertisements) and 89 (punishment for false or misleading advertisement).

[24] *Ibid.*, s. 2(11) ("deficiency").

[25] The Consumer Protection (E-Commerce) Rules, 2020, rr. 4–7, available at:

grievance officer has 48 hours to acknowledge and 1 month to redress complaints.[26] In this regard, the distinction between a quick-commerce company as a marketplace and a quick-commerce company as an inventory entity is also relevant, as the inventory entity is the seller, and is the one who assumes the seller's liability.[27]

Fee design is another issue. The Guidelines for Prevention and Regulation of Dark Patterns, 2023list thirteen specified practices, including false urgency, basket sneaking, drip pricing and disguised advertisement, and apply to platforms, advertisers and sellers alike.[28]Countdowns, scarcity messages, pre-selected add-ons, unexpected fees and sponsored results on quick-commerce apps should therefore be reviewed against them.

The practical point is simple: a fast transaction does not reduce the consumer-law obligations attached to it. Because quick commerce relies so heavily on app interfaces and rapid purchasing decisions, transparency at the checkout stage becomes especially important.

VII. DARK STORES AS REGULATED PREMISES

Quick commerce also makes regular retail locations a regulatory problem. In August 2026, the Maharashtra Food and Drug Administration (FDO) conducted a statewide inspection campaign across quick-commerce food establishments, with the aim of suspending food licenses and issuing improvement notices.[29]The episode demonstrates that there is more to Food Safety compliance than the customer-facing app.

The advisory of 3 December 2024by FSSAI indicates that food products delivered to consumers must have a shelf life of 30% or 45 days when delivered.[30]Packaged goods need to have statutory

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https://thc.nic.in/Central%20Governmental%20Rules/Consumer%20Protection%20(E-Commerce)%20Rules,%202020.pdf (last visited on October 7, 2026).

[26]*Ibid.*, r. 4(5).

[27]*Ibid.*, rr. 5 (marketplace e-commerce entities) and 7 (inventory e-commerce entities).

[28] Central Consumer Protection Authority, *Guidelines for Prevention and Regulation of Dark Patterns, 2023* (November 30, 2023), Annexure 1, available at: https://ccpa.doca.gov.in/files/The%20Guidelines%20for%20Prevention%20and%20Regulation%20of%20Dark%20Patterns,%202023_1732707717.pdf (last visited on October 7, 2026).

[29] The Food Safety and Standards Act, 2006 (Act 34 of 2006), ss. 31 (licensing and registration) and 32 (improvement notices and suspension of licence); "Maharashtra FDA suspends 14 food licences after statewide quick-commerce safety drive", *IANS* (August 14, 2026), available at: https://ianslive.in/maharashtra-fda-suspends-14-food-licences-after-statewide-quick-commerce-safety-drive--20260814210456 (last visited on October 7, 2026).

[30]Food Safety and Standards Authority of India, *Advisory* (December 3, 2024), available at:

declarations like MRP and expiry date as per Legal Metrology (Packaged Commodities) Rules, 2011 for ecommerce listing.[31]Each category of products, such as over-the-counter medicines, tobacco and (where the state excise law allows) alcohol, brings its own regime.

Dark stores are another type of commercial store, typically located in residential or mixed-use communities. They require a particular trade licence, registration under the State Shops and Establishments Act, fire-safety clearances and use approval under local plans.[32]If you view each store as if it were simply a lease, instead of a licensed premises, there are issues that will arise.

The risk is thus distributed over the physical network. A compliance system that only focuses on the app is incomplete without the premises where orders are made and fulfilled being mapped and monitored separately.

VIII. DATA, ALGORITHMS AND RETAIL MEDIA

Quick-commerce sites take care of account details, transaction records, contact details, and location info. The Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025 are hence integral part of the compliance architecture.[33]The Rules were notified on 13 November 2025 and will enter into force progressively: the provisions with respect to the Data Protection Board take effect immediately, and the majority of substantive provisions, such as provision on notices, security safeguards and intimation of data breaches, will come into effect after 18 months, on 1 May 2027.[34]

The framework covers notices, consent (if applicable), security measures, obligations in the event of a breach and specific requirements forchildren's data.[35] Some organisations may also be identified as Significant Data Fiduciaries and be subject to extra responsibilities.

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https://www.fssai.gov.in/upload/advisories/2024/12/674efa161d756Adobe%20Scan%203%20Dec%202024.pdf (last visited on October 7, 2026).

[31] The Legal Metrology (Packaged Commodities) Rules, 2011, r. 6, framed under The Legal Metrology Act, 2009 (Act 1 of 2010).

[32] See, e.g., The Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017; The Maharashtra Fire Prevention and Life Safety Measures Act, 2006; The Food Safety and Standards Act, 2006 (Act 34 of 2006), s. 31.

[33] The Digital Personal Data Protection Act, 2023 (Act 22 of 2023); The Digital Personal Data Protection Rules, 2025 (notified November 13, 2025).

[34] The Digital Personal Data Protection Rules, 2025, r. 1 (commencement).

[35] The Digital Personal Data Protection Act, 2023 (Act 22 of 2023), ss. 5 (notice), 6 (consent), 8 (obligations of Data Fiduciary), 9 (children’s data) and 10 (Significant Data Fiduciaries).

There are three uses of data that are of special interest. The first one is personalised or dynamic pricing, which was requested in the distributors' complaint, and the CCI has requested evidence of that. Also, it comes close to the dark-pattern guidelines. Secondly, the data of the riders: data is collected on location and later scored for performance and this is done within a working relationship, making it difficult to consider consent as authentic.[36] Thirdly, advertising and sponsored listings: these are based on behavioural targeting, which requires a lawful basis and labelling.

The data question is thus far more than a matter of privacy. The uses of data, from creating personalized interfaces and inventory and promotions to delivery performance and retail media, must all be connected to a legal purpose, and must be transparent and secure, not something that needs to be implemented after the product is released.[37]The same goes for the data of workers, which might be necessary for operational reasons but should also be evaluated in relation to the purposes for which the data is processed.

IX. CAPITAL MARKETS: REGULATORY RISK AND THE IPO

Regulatory risk is also the investor-disclosure challenge faced by a quick-commerce company going public. On 8 June 2026, Zepto Limited released its updated Draft Red Herring Prospectus with SEBI. The filing apparently revealed that summons had been issued against the company's promoters under the Foreign Exchange Management Act, 1999,[38]a reminder that regulatory actions turn into disclosure items once the company gets closer to the public investors.

Investors have more of a legal picture than revenue and order volumes. Ownership and control arrangements, material litigation or regulatory issues, labour issues and social-security expenses, food-safety compliance and other material business risks can all be material and relevant to corporate disclosures.[39]

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[36] Cf. *ibid.*, s. 7(i) (employment purposes as a certain legitimate use); *Justice K.S. Puttaswamy (Retd.) v. Union of India*, (2017) 10 SCC 1.

[37] Committee of Experts under the Chairmanship of Justice B.N. Srikrishna, *A Free and Fair Digital Economy: Protecting Privacy, Empowering Indians* (2018).

[38] The Foreign Exchange Management Act, 1999 (Act 42 of 1999); "Zepto files UDRHP for IPO: ED summons to promoters disclosed; key details you should know", *Business Today* (June 9, 2026), available at: https://www.businesstoday.in/amp/markets/ipo-corner/story/zepto-files-udrhp-for-ipo-ed-summons-to-promoters-disclosed-key-details-you-should-know-535685-2026-06-09 (last visited on October 7, 2026).

[39] The Companies Act, 2013 (Act 18 of 2013), ss. 26, 32, 34 and 35; The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, Sch. VI, Part A.

Compliance is then not a standalone department in the middle of the business and this is the main message of fast commerce regulation. Regulatory assumptions may have an impact on the business model, operating cost, risk disclosures and ultimately the information provided to investors.

X. CONCLUSION: COMPLIANCE BY DESIGN

The most apparent attribute of quick commerce is its speed. The legal truth is more convoluted and complex. Questions that may arise in the ten minutes' delivery include issues of inventory management under FDI policy, market power and pricing under competition law, social security for platform workers, consumer protection at the point of sale, food safety within the dark store, data protection within the app and disclosure requirements if the company enters the capital markets.

It is not about adding each regulation as an add-on. At the core of the operating model, compliance needs to be built in. Companies should determine who is responsible for the stock, the way people are registered and protected, which licences are attached to each premises, what information the consumer receives, how their personal data is processed, and what type of material regulatory risks are disclosed.

Three reform directions follow from this analysis. First, regulators should clarify how variable-cost classification under the 2025 Regulations applies to rider payouts and packaging in dark-store models, so that promotional pricing can be assessed predictably. Second, the notification fixing the commencement and rate of aggregator contributions under section 114 should be accompanied by a settled definition of turnover, so that the burden is known before collection begins. Third, state licensing, fire-safety and food-safety authorities should coordinate premises standards for dark stores rather than relying on episodic inspection drives. Each reform converts discretionary or reactive supervision into a rule that can be planned for, which is what compliance by design requires. The future of fast commerce could be in the hands of minutes. Its legal framework will be governed by Acts, Regulations, Licences, Records and Accountability. It may be this is the true competitive edge: build a model that is able to go fast without out running the law.