International Journal of Scientific Research in Engineering and Management (IJSREM)
Volume: 10 Issue: 10 | Oct - 2026 SJIF Rating: 8.659 ISSN: 2582-3930

Platform or Rider? Examining Liability for Passenger Injuries in App-Based Bike Taxi Services in India

HANNA A KHAN
SRM SCHOOL OF LAW

Abstract

Bike taxis have become a familiar form of urban transport in India. Through a mobile application, a passenger can view a rider's details, check a fare and begin a journey within minutes. The service is often affordable and useful for short trips, especially in congested cities. Its convenience, however, raises an important legal question: when a passenger is injured, should responsibility rest with the rider, the vehicle owner, the insurer, the platform, or more than one of them? The issue is complicated because the rider drives the motorcycle, the vehicle may belong to another person, and the aggregator arranges the ride and may control verification, records, safety processes and complaint handling. The Sani Krishna–Rapido dispute in Bengaluru has brought practical attention to medical expenses, passenger insurance and platform accountability. The dispute does not itself establish that Rapido is legally liable, but it illustrates the difficulties faced by an injured passenger. This article examines the relevant principles under the Motor Vehicles Act, 1988, negligence law, consumer protection law, insurance and the Motor Vehicle Aggregator Guidelines, 2025. It also considers the Karnataka High Court's decision of 23 January 2026 concerning the regulatory position of bike taxis. The article argues that a platform should not be liable for every accident merely because a ride was booked through its application. Equally, it should not escape responsibility where it breaches a legal duty or fails to perform a safety-related undertaking and that failure is connected to the injury. A fair framework should preserve the rider's direct responsibility for negligent driving while requiring platforms to provide transparent insurance information, verify legally required credentials, preserve relevant trip records and offer an accessible accident-support process.

Keywords: Bike taxis; aggregator; passenger safety; platform liability; negligence; insurance; Motor Vehicles Act, 1988; Consumer Protection Act, 2019; Rapido.

1. Introduction

Mobile applications have changed the way people arrange everyday transport. A passenger can book a motorcycle ride without waiting on the roadside, track the approaching rider, see the fare and pay electronically. Bike taxis are particularly useful for short-distance journeys and first-mile or last-mile travel in cities where traffic congestion makes larger vehicles slower or more expensive. For riders, the model may provide flexible earning opportunities. These advantages have helped app-based transport become a visible part of the urban mobility economy.[1]

The convenience of a bike taxi does not remove the physical risks of motorcycle travel. A pillion passenger has little structural protection in a collision. Sudden braking, unsafe overtaking, speeding, poor road conditions or a vehicle defect may cause fractures, head injuries, disability or death. A passenger may know very little about the rider's driving history, the motorcycle's condition, the applicable permit or the insurance policy. The platform, on the other hand, may hold rider-onboarding records, trip details, GPS information, payment records, complaints and communications. This difference in access to information is important when a passenger seeks compensation.

A bike-taxi ride may involve several distinct relationships. The rider physically transports the passenger; the vehicle may be owned by the rider or by another person; the aggregator connects the parties through an application; and an insurer may provide cover under a policy. The platform may also set eligibility requirements, calculate or facilitate fares, monitor trips, suspend accounts and manage complaints. It is therefore too simple to assume that the rider is the only party who could ever be responsible. It is equally too simple to conclude that the platform must pay for every injury arising during a ride.

[1]See Motor Vehicles Act, No. 59 of 1988, § 93 (India) (providing for licensing of aggregators, subject to applicable conditions).

The Sani Krishna–Rapido dispute in Bengaluru has made this question more concrete. Public reports described serious injuries and medical expenses reportedly exceeding ₹20 lakh, followed by questions about compensation and insurance. Rapido reportedly stated that it would process medical expenses through its insurance partner. These reports should be treated as an account of a dispute, not as a judicial finding that the platform was legally liable. Their importance lies in showing how a passenger may face uncertainty about the insurer, the scope of cover, the claim procedure and the role of the platform after a serious accident.[2]

The legal position is also affected by the regulation of bike taxis. The Motor Vehicle Aggregator Guidelines, 2025 address the role of aggregators and include provisions concerning records, driver-related requirements, insurance and grievance handling. The Karnataka High Court's decision dated 23 January 2026 in appeals involving Uber India Systems, ANI Technologies (Ola) and Roppen Transportation Services (Rapido) considered whether motorcycles could be registered and permitted as transport vehicles and whether aggregators could operate bike-taxi services under the relevant framework. That decision concerns regulatory permission rather than determining liability for an individual passenger's accident, but it is important background to the operation of the service.[3]

This article asks four main questions. What duties arise for the rider, owner, insurer and platform? When may a platform be liable for its own conduct or vicariously liable for the rider? How do motor-vehicle insurance and consumer-protection principles assist a passenger? What changes would make compensation and accident support more transparent? The article uses a doctrinal and analytical approach, drawing on Indian legislation, regulatory instruments, reported decisions and established principles of negligence. State-specific permits and current rules must always be checked because the legal status and conditions of bike-taxi operations may differ across jurisdictions.

2. The Rider's Responsibility and Negligence

The rider is the person who makes the immediate driving decisions and ordinarily owes the passenger a duty to drive with reasonable care and skill. This includes observing traffic signals, controlling speed, keeping a proper lookout, overtaking safely, avoiding phone use while riding and responding appropriately to road and weather conditions. Depending on the facts, speeding, dangerous overtaking, driving while impaired or ignoring a traffic signal may amount to negligence.[4]

Negligence generally requires a duty of care, a breach of that duty, causation and legally recognised damage. The fact that an accident happened does not, by itself, prove negligence. The evidence must show how the collision occurred and whether the rider failed to act as a reasonable rider would have acted in the circumstances. Police records, witness statements, photographs, CCTV, vehicle inspection reports, medical records and trip information may help establish the facts.[5]

A passenger who books a bike taxi accepts the ordinary risks associated with motorcycle travel, but this does not usually mean consent to careless or dangerous driving. A warning that travel carries risks cannot automatically excuse a breach of the duty of care or override mandatory legal protections. Nor does the passenger's failure to object to a

[2] Anush S., Rapido to Process Full Medical Costs for Bengaluru's Bedridden Customer, Times of India (Aug. 14, 2026), https://timesofindia.indiatimes.com/city/bengaluru/rapido-to-process-full-medical-costs-for-bengalurus-bedridden-customer/articleshow/133220419.cms.

[3] Ministry of Road Transport & Highways, Gov't of India, Motor Vehicle Aggregator Guidelines, 2025 (July 1, 2025), https://parivahan.gov.in/sites/default/files/NOTIFICATION%26ADVISORY/MV-Aggregators-Guidelines-2025%20-%20English%20and%20Hindi.pdf; see also ANI Techs. Pvt. Ltd. v. State of Karnataka, W.A. No. 906 of 2025 & connected matters (Karnataka High Ct. Jan. 23, 2026).

[4] See Jacob Mathew v. State of Punjab, (2005) 6 S.C.C. 1 (India) (discussing negligence and the standard of care in its relevant context).

[5] See Municipal Corp. of Delhi v. Subhagwanti, A.I.R. 1966 S.C. 1750 (India) (considering negligence and res ipsa loquitur in the circumstances of the case).

rider's speed necessarily establish contributory negligence. The question is whether the passenger acted unreasonably and whether that conduct contributed to the injury.[6]

The rider may be personally liable in tort where the legal elements are established. Yet personal liability may not provide effective compensation if the rider has limited financial resources. A serious accident can involve surgery, hospitalisation, medicines, physiotherapy, rehabilitation, loss of earnings and long-term care. Insurance and the responsibilities of other participants therefore become crucial. The existence of a platform does not erase the rider's own duty, but the rider's liability should not prevent a passenger from pursuing another party where there is a separate legal basis for doing so.

3. The Vehicle Owner and the Insurer

The person driving the motorcycle may not be its registered owner. Ownership matters because the owner may control registration, maintenance, insurance and permission to use the vehicle. If defective brakes, worn tyres, faulty lights or another preventable defect contributes to an accident, the owner's conduct may be relevant. Allowing a vehicle to be used for paid passenger transport without the required registration, permit or appropriate insurance may also raise legal issues. The owner is not, however, automatically responsible for every accident simply because the vehicle belongs to them. The applicable duty, the owner's conduct and the causal connection must be examined.[7]

The Motor Vehicles Act, 1988 establishes a statutory framework for motor-vehicle use, insurance and accident compensation. Section 146 generally requires insurance against third-party risks for use of a motor vehicle in a public place. Sections 147 and 149 address the requirements of policies and an insurer's obligation to satisfy certain judgments or awards, subject to the Act. The policy wording, vehicle classification, permitted use, endorsements and statutory conditions remain important. A policy for private use should not be assumed to cover commercial passenger rides in every circumstance.[8]

Passenger cover must be distinguished from insurance for the rider. Third-party liability insurance responds to covered legal liability to another person. Personal accident or health insurance may provide specified benefits to the insured person under the policy. A driver's health or term insurance is not necessarily insurance for an injured passenger. Likewise, the general statement that a vehicle is insured does not prove that a fare-paying pillion passenger is covered for every category of injury or expense.[9]

The Motor Vehicle Aggregator Guidelines, 2025 include requirements concerning insurance and other responsibilities of aggregators. Paragraph 11.2 requires aggregators to provide each onboarded driver with health insurance of at least ₹5 lakh and term insurance of at least ₹10 lakh. These are driver-welfare benefits; they should not be described as a minimum passenger-insurance benefit. Passenger cover must instead be established from the relevant policy wording or another applicable legal provision. The passenger should be told clearly whether cover applies to medical expenses, death or permanent disability, what exclusions exist, and how to initiate a claim.

The Sani Krishna–Rapido dispute highlights the possible gap between the reported insurance-policy cap in that particular case and the cost of a serious injury. The Times of India reported that the policy was capped at ₹5 lakh, while the treatment costs exceeded ₹20 lakh; it later reported that Rapido agreed to facilitate processing of the entire eligible medical-expense claim through its insurance partner, subject to documentation and verification. These reports do not establish a general ₹5 lakh minimum passenger-insurance requirement under the 2025 Guidelines, nor do they determine the amount legally payable under the policy. The incident nevertheless raises a legitimate policy question: whether available passenger cover is adequate for severe motorcycle injuries and whether the passenger can access additional compensation through other legal routes.

---

[6]See Motor Vehicles Act, No. 59 of 1988, §§ 134, 187 (India) (addressing duties in the event of an accident and consequences of specified failures).

[7]See Motor Vehicles Act, No. 59 of 1988, §§ 39, 56, 146 (India) (addressing registration, fitness certification, and compulsory insurance, as applicable).

[8]Motor Vehicles Act, No. 59 of 1988, §§ 146–49 (India).

[9]See id. §§ 147, 149; the scope of cover depends on the statutory framework and the terms of the relevant policy.

The Motor Accident Claims Tribunal (MACT) provides an important route for claims arising from motor accidents. Section 166 and related provisions support fault-based claims in the circumstances specified by law, while section 164 provides a no-fault compensation route for death or grievous hurt covered by that provision. The correct route and available compensation depend on the statutory text in force and the facts of the accident. A platform complaint, an insurance claim and a MACT proceeding serve different functions. A regulatory penalty against an operator does not itself compensate the injured passenger, and a passenger must pursue the relevant compensation process.[10]

A practical reform would require platforms to display a concise insurance summary before booking and provide the policy or certificate details on request. The summary should identify the insurer, the type of cover, the persons protected, the key limits and exclusions, and the steps for making a claim. After an accident, the passenger or family should be able to obtain the relevant insurance information without first proving that the platform is legally liable.

4. What Responsibility Does the Platform Have?

Bike-taxi platforms commonly describe themselves as aggregators or technology intermediaries. They connect a passenger and rider through an application, and they may argue that the rider is an independent contractor. These descriptions are relevant, but the label used in a contract cannot answer every question of legal responsibility. The more useful inquiry is what functions the platform actually performs, what duties the law or its own representations impose, and whether a failure caused or contributed to the injury.

A platform may have significant control over the parts of the service that occur before and after the ride. It may collect identity documents, verify a driving licence, confirm vehicle information, set access requirements, organise bookings, calculate fares, provide safety instructions, maintain ratings, handle complaints and arrange insurance. It may not control every steering or braking decision, but it can influence whether a person is permitted to accept bookings and what happens when a passenger reports dangerous conduct. These functions create opportunities to reduce foreseeable risks.

The first possible basis of platform liability is direct negligence. A platform may face a claim if it fails to take reasonable care in a function it undertook or was required by law to perform. Examples might include knowingly allowing an unlicensed rider to accept bookings, failing to verify that the person using the account is the approved rider, ignoring repeated and credible safety complaints, or failing to provide an insurance arrangement that it represented as available. Whether a failure establishes liability depends on the duty, breach, causation and proof. An accident alone does not demonstrate that the platform's onboarding system was negligent.[11]

The second possible basis is vicarious liability. This concerns whether the legal relationship between the platform and the rider is such that the rider's tort may be attributed to the platform. An agreement describing the rider as an independent contractor is relevant but may not be conclusive. The court may examine the real relationship, including control, the organisation of the service, the rider's independence, the platform's rules and the way commercial risk is allocated. Indian law should be applied to the actual facts rather than assuming that every platform-rider arrangement produces the same result.[12]

Control is not an all-or-nothing concept. A platform may not control the rider's moment-to-moment driving but may control who can use the application, what verification is required, how trips are assigned and whether a rider remains active after complaints. Control over verification may be relevant to a claim involving an unqualified rider; control over emergency support may matter where the complaint concerns a failure to respond; and control over fare calculation may be less relevant to a collision caused by a sudden driving error. The relevance of each function depends on the alleged breach.

---

[10]Motor Vehicles Act, No. 59 of 1988, §§ 164, 166 (India).

[11]See Consumer Protection Act, No. 35 of 2019, §§ 2(11), 2(47) (India) (defining "deficiency" and "unfair trade practice"); see also Motor Vehicle Aggregator Guidelines, 2025, supra note 3.

[12]See State of Rajasthan v. Vidhyawati, A.I.R. 1962 S.C. 933 (India) (considering vicarious liability in the context of state employment); the applicability of vicarious liability to a platform-rider relationship requires analysis of the particular relationship and governing law.

The third possible basis is contract or representation. If the platform tells passengers that riders are verified, that emergency assistance is available or that the ride carries passenger insurance, those statements may shape the passenger's reasonable expectations. A failure to deliver a promised service may support a contractual or consumer claim, depending on the terms and applicable law. A platform should not use the general word "insured" without explaining which person and which risk is covered. Equally, the mere presence of a safety feature does not amount to a guarantee that no accident will occur.[13]

The fourth basis is statutory or regulatory responsibility. Aggregator licensing conditions and guidelines may impose requirements concerning driver information, training, insurance, records, safety and grievance handling. A breach may result in regulatory action and may also be relevant evidence when a court considers the standard of care. But a regulatory breach does not automatically create a private damages action in every case; the legal effect depends on the legislation and cause of action.[14]

Platform liability should therefore follow the duty and the facts. If a properly verified rider suddenly drives carelessly despite the platform having met its obligations, the rider may bear primary responsibility. If the platform knowingly allows a person without the required licence to carry passengers, its own failure may be causally relevant. If the platform misrepresents insurance coverage, it may face a separate claim concerning that representation even if the representation did not cause the collision. This approach avoids both blanket immunity and automatic liability for every accident.

5. Motor Vehicle Law and the Regulatory Status of Bike Taxis

The Motor Vehicles Act, 1988 is the principal legislation governing vehicle registration, driving, permits, insurance and accident compensation. The Act must be read with the Central Motor Vehicles Rules, applicable state rules, notifications, permit conditions and the regulatory framework for aggregators. Section 93 provides for licensing of aggregators subject to conditions prescribed by the state government. The 2019 amendments expressly addressed aggregators through the Act's definition provisions and strengthened the statutory framework for regulating app-based services.[15]

The legal status of bike taxis has not been uniform across India. Whether a motorcycle can lawfully carry a passenger for hire or reward may depend on its registration as a transport vehicle, the availability of a contract-carriage permit, state rules and relevant notifications. An application's acceptance of bookings does not itself prove that the ride is legally authorised. At the same time, the question should not be answered by assuming that a motorcycle can never fall within the statutory framework for transport vehicles. The relevant provisions and state arrangements must be examined.[16]

In Uber India Systems Private Limited v State of Karnataka, decided on 23 January 2026, the Karnataka High Court considered appeals concerning bike-taxi services involving Uber, Ola and Rapido. The dispute included whether motorcycles could be registered and used as transport vehicles or contract carriages, and whether the state could refuse permits on the basis that motorcycles could not be used as taxis. The Court rejected the proposition that motorcycles necessarily fell outside the statutory definitions of transport vehicles or contract carriages and directed the authorities to consider relevant applications in accordance with law. The decision did not mean that every motorcycle could operate immediately without satisfying registration, permit and licensing conditions. Its directions retained the role of the competent authorities in considering applications and imposing lawful conditions.[17]

---

[13]See Consumer Protection Act, No. 35 of 2019, §§ 2(11), 2(28), 2(47) (India).

[14]Motor Vehicles Act, No. 59 of 1988, § 93 (India); Motor Vehicle Aggregator Guidelines, 2025, supra note 3.

[15]Motor Vehicles Act, No. 59 of 1988, §§ 2(7), 2(47), 66, 93 (India).

[16]See Motor Vehicles Act, No. 59 of 1988, §§ 2(7), 2(47), 66, 74, 93 (India); applicable state rules and notifications must also be consulted.

[17]Uber India Systems Pvt. Ltd. v. State of Karnataka, W.A. No. 906 of 2025, W.A. No. 848 of 2025, W.A. No. 863 of 2025, W.A. No. 948 of 2025 & W.A. No. 962 of 2025 (Karnataka High Ct. Jan. 23, 2026), https://indiankanoon.org/doc/33489810/.

The decision is important to passenger safety because lawful registration and permits are part of a broader system of oversight. Requirements concerning vehicle eligibility, driver details, insurance and operating conditions can help regulators identify who is carrying passengers and under what authority. However, a ruling about the regulatory availability of permits does not decide whether a platform was negligent in a particular accident. An injured passenger must still establish the relevant cause of action and identify the duties breached.

The Motor Vehicle Aggregator Guidelines, 2025 provide a central framework addressing aggregator operations, including licensing-related matters, driver records, contracts, safety, insurance and grievance handling. They should be read alongside the Motor Vehicles Act and the applicable state rules and implementation. Driver welfare insurance must not be confused with passenger accident cover. Likewise, guidelines should not be described as creating automatic platform liability for every injury. Their importance is that they help define the duties and processes expected of aggregators.[18]

State-level variation can make it difficult for passengers and riders to understand the legal status of a ride. A clearer system should require the app to confirm that the operator and vehicle meet the relevant requirements for the location and service. If the platform cannot verify lawful authorisation, it should not accept the booking. National minimum standards for insurance disclosure, accident records and complaint handling could improve consistency while allowing states to regulate local transport conditions.

6. Consumer Protection and Contractual Disclaimers

The Consumer Protection Act, 2019 may provide a further route where a passenger alleges a deficiency in service or a misleading representation. A passenger who pays for a ride through an application may argue that the platform supplies part of a commercial service, even though the rider physically transports the passenger. The precise identity of the service provider and the availability of a consumer remedy depend on the statutory definitions, the transaction and the relief sought.[19]

Consumer law should not be treated as a substitute for every motor-accident claim. A claim based on negligent driving may be appropriately pursued through the motor-accident compensation framework, while a separate claim may concern a platform's failure to provide a promised safety feature, insurance information or grievance service. The same loss cannot be compensated twice, but the existence of a motor accident should not automatically prevent scrutiny of a distinct platform service failure.

Digital contracts often contain standard terms stating that the platform is an intermediary, that riders are independent contractors, or that passengers accept the risks of travel. Such clauses may help describe the intended relationship, but their effect is limited by mandatory legislation, public policy and the law of negligence. A platform cannot assume that a broad disclaimer eliminates liability for its own actionable conduct or overrides compulsory insurance obligations. The enforceability of a particular term depends on its wording, presentation and consistency with law.[20]

Passengers often accept lengthy terms by clicking a button and may not read every clause. Important limits should therefore be conspicuous and expressed in plain language. A platform may reasonably explain that it does not control every driving decision, but it should not make safety or insurance promises that conflict with that disclaimer. The app should identify who provides the ride, what the platform undertakes to do, what cover applies and what a passenger should do after an accident.

The platform's presentation may also influence consumer expectations. A branded interface, fare calculation, rider profile, safety centre and central customer-support channel may communicate that the service is organised and screened. That does not conclusively establish liability, but it may be relevant when assessing representations and the reasonable understanding of the passenger. The law should assess the actual service rather than treating the platform's chosen label as decisive.

---

[18]Motor Vehicle Aggregator Guidelines, 2025, supra note 3.

[19]Consumer Protection Act, No. 35 of 2019, §§ 2(7), 2(11), 2(42), 2(47) (India).

[20]See Indian Contract Act, No. 9 of 1872, §§ 23, 28 (India); Consumer Protection Act, No. 35 of 2019, §§ 2(11), 2(47) (India). The enforceability of any particular disclaimer depends on its terms and the applicable law.

7. The Sani Krishna–Rapido Dispute: Lessons for Passenger Protection

The Sani Krishna–Rapido dispute is a useful practical illustration of the questions discussed in this article. Public reports described a serious bike-taxi accident in Bengaluru, substantial injuries and medical expenses reportedly exceeding ₹20 lakh. Reports also described a legal notice concerning compensation and accountability, and a statement from Rapido that medical expenses would be processed through its insurance partner. The exact facts, policy terms, claim status and any later legal outcome should be verified from reliable primary records before being presented as established findings. The dispute should not be described as a final judicial determination that Rapido was legally liable.[21]

Even with that caution, the matter highlights several recurring problems. First, an injured passenger may not know whether the rider, owner, platform or insurer is responsible for the next step. Second, the passenger may need immediate medical treatment while the parties debate the scope of insurance. Third, the minimum cover may be much lower than the cost of a serious injury. Fourth, the passenger may struggle to obtain trip records, policy details and a clear explanation of the claim process. These are practical barriers even where a legal remedy exists in principle.

The platform has an important administrative role after an accident, whether or not it ultimately bears legal liability. It is often the party with the booking record, rider details, vehicle identifier, route information and insurer contact. A platform should therefore provide a clear accident-support process with a case reference, the insurance details, a list of required documents, a contact point and information about the progress of the claim. It should not require the passenger to search through lengthy terms and conditions while recovering from an injury.

A claim-support obligation is not the same as an admission of fault. Providing insurance details, preserving records and helping a passenger contact the insurer should not automatically be treated as an admission that the platform caused the accident. Clear procedures can assist all parties: the passenger gets timely information, the insurer receives relevant documentation, the platform preserves evidence and the rider has a fair process for responding to allegations.

The dispute also raises the question of whether passenger-accident cover available under platform policies is adequate. The reported medical costs in this case exceeded the reported ₹5 lakh policy cap, although later reporting stated that Rapido would facilitate processing of the entire eligible medical-expense claim, subject to documentation and insurer verification. This is a case-specific reported arrangement, not proof that the 2025 Guidelines prescribe a ₹5 lakh minimum for passenger insurance. Regulators should periodically assess medical inflation, typical treatment costs, disability needs and the affordability of additional cover.

8. Evidence, Causation and Access to Records

A passenger may be able to describe the accident but may not know the rider's full identity, the vehicle's insurance status or the exact route. The platform is often in a better position to access that information. If a passenger is expected to prove a platform's negligence while the relevant records remain solely in the platform's control, a legitimate claim may become unnecessarily difficult.

Relevant records can include the booking receipt, trip start and end times, rider and vehicle identifiers, route data, in-app messages, emergency-call records, complaint history relevant to the rider and verification records. The scope of disclosure should be limited to information reasonably connected to the incident and subject to appropriate privacy protections. Trip data may reveal sensitive details about a passenger's location and routines, so access should be purpose-limited, logged and protected against unauthorised disclosure.[22]

The claimant must still establish causation. If negligent overtaking caused the collision, a failure to provide a particular app feature may not have caused the physical injury. If a known vehicle defect caused the crash, maintenance and owner responsibility may be central. If the platform made a false insurance representation, that may

[21] Anush S., supra note 2; Saumya Agrawal, supra note 12. These reports describe allegations and reported statements; they do not establish a judicial finding of platform liability.

[22] See Motor Vehicle Aggregator Guidelines, 2025, supra note 3 (requiring specified digital records relating to onboarded drivers); disclosure and preservation of trip-specific records remain subject to applicable law and privacy protections.

support a distinct claim even if the representation did not cause the collision itself. Separating these issues avoids treating "the platform was responsible" as a conclusion without a defined legal basis.[23]

Platforms should have a clear duty to preserve relevant records once they receive notice of a serious accident. A passenger should be able to report the incident through the app and receive a case number and the relevant trip and insurance details. Regulators could prescribe minimum retention periods and standard procedures for disclosure to passengers, insurers, courts and competent authorities. Where records are not preserved or disclosed, the legal consequences should follow applicable evidentiary rules and the facts of the case.

9. Should a Platform Pay for Every Accident?

The answer should not automatically be yes. Consider a rider who has been properly verified, uses a legally eligible vehicle, and is covered by the applicable insurance. If that rider suddenly drives dangerously and causes a collision despite the platform having fulfilled its relevant duties, the rider may bear primary responsibility. The platform should not be treated as the driver simply because the passenger booked the trip through its app.

Now consider a different situation: the platform is required to verify a driving licence but fails to do so, and a person without the necessary licence is allowed to carry passengers. If that failure is legally relevant to the accident, the platform's own conduct may support a separate claim. Similar questions arise where the platform knowingly ignores credible reports of dangerous behaviour, allows account substitution, fails to comply with a relevant insurance requirement or misrepresents the cover available to passengers. Liability should depend on the duty, breach and connection to the loss.[24]

This approach also protects riders from unfair treatment. A platform should not permanently suspend a rider solely on the basis of an untested complaint without a reasonable process. Serious allegations may justify immediate protective action, but the rider should ordinarily have an opportunity to respond and a route to appeal. Fair investigations help distinguish genuine safety risks from inaccurate or retaliatory complaints.

Compensation and prevention are related but distinct. Compensation provides financial relief after an injury; prevention reduces the risk of accidents. A clear passenger insurance scheme can provide a practical route to benefits while fault is being investigated. Tort liability can still encourage responsible behaviour and hold parties accountable for proven failures. If compensation depends entirely on proving platform negligence, recovery may be delayed. If platforms are made strictly liable for every accident without a clear insurance structure, costs may rise or lawful services may be discouraged. A proportionate framework should combine minimum cover with responsibility based on law and evidence.

10. Recommendations for Reform

First, the law and binding aggregator conditions should distinguish clearly between the rider's driving duties, the owner's vehicle-related duties, the insurer's policy obligations and the platform's direct responsibilities. Platforms should not be automatically liable for every collision, but minimum duties should attach to functions they control, including identity and licence checks, verification of vehicle and permit information, safety communications, complaint response and preservation of records.

Second, passenger insurance should be transparent and periodically reviewed. Paragraph 11.2 of the Motor Vehicle Aggregator Guidelines, 2025 requires health insurance of at least ₹5 lakh and term insurance of at least ₹10 lakh for each onboarded driver; those figures should not be presented as minimum passenger-insurance cover. Regulators should evaluate the adequacy of passenger cover under applicable policies and law. The app should state the insurer, the type of cover, who is protected, the key limits and exclusions, and the procedure for claiming. Driver health or term insurance should never be presented as though it necessarily covers passengers.

---

[23]See Jacob Mathew v. State of Punjab, (2005) 6 S.C.C. 1 (India) (discussing negligence principles); causation must be assessed in relation to the particular duty and alleged breach.

[24]Motor Vehicle Aggregator Guidelines, 2025, supra note 3, § 11.2 (requiring an inquiry into a passenger complaint within three days and communicating its outcome).

Third, the application should confirm that the service is authorised in the relevant jurisdiction and that the vehicle meets applicable commercial passenger requirements. The Karnataka High Court's decision of 23 January 2026 indicates that motorcycles can fall within the statutory transport-vehicle framework, while retaining the requirement that registration, permits and licensing applications be considered in accordance with law. Lawful eligibility should be verified, not assumed.[25]

Fourth, platforms should adopt proportionate safety standards: verification at onboarding and periodic re-verification; checks that the person accepting the ride is the approved rider; vehicle-condition checks at reasonable intervals; helmet and safety guidance; rules against phone use while riding; and accessible emergency assistance. Repeated credible complaints should trigger a documented review. Safety measures should be evidence-based and should not be presented as a guarantee that accidents cannot happen.

Fifth, serious accidents should trigger an automatic record-preservation process. The platform should retain relevant trip data, provide the passenger with a case number, share insurance details, notify the insurer where required and make relevant records available through a secure process. The passenger should not have to contact customer support repeatedly to obtain basic information.

Sixth, claims procedures should be simplified. A single digital channel could allow passengers to report an accident, obtain policy information, upload documents and track the claim. A denial should be explained in writing with the relevant policy provision and available review process. Receiving basic records should not be conditional on waiving legal rights or accepting a settlement.

Seventh, national minimum standards should be coordinated with state transport rules. States should retain the ability to respond to local transport conditions, but passengers should receive consistent information about insurance, incident records and grievance handling. Regulators should publish anonymised data on accidents, complaints, claims and response times while protecting personal information.

Finally, enforcement should be proportionate but meaningful. Deliberately facilitating rides by unlicensed drivers, knowingly allowing ineligible vehicles, misrepresenting passenger insurance or destroying relevant records should attract stronger consequences than a minor administrative error promptly corrected. Effective rules require adequate regulatory capacity, transparent complaint mechanisms and regular audits.

11. Conclusion

Liability for passenger injuries in app-based bike-taxi services cannot be resolved by selecting the rider or the platform as the only responsible party in every case. The rider has the immediate duty to drive safely. The owner may be responsible for maintenance, lawful use and insurance matters within the owner's control. The insurer's obligations depend on the policy and the statutory motor-insurance framework. The platform may have separate responsibilities where it undertakes safety-related functions, makes representations, controls risk-management systems or breaches applicable regulatory requirements. Each claim must be assessed according to the relevant duty, breach, causation and evidence.

The Motor Vehicles Act, 1988, compulsory insurance, motor-accident compensation and consumer-protection principles already provide important legal tools. The Motor Vehicle Aggregator Guidelines, 2025 further recognise the role of aggregators in a regulated transport system. The Karnataka High Court's decision of 23 January 2026 is relevant to the legal status of motorcycles as transport vehicles and the consideration of permit applications, but it does not decide liability for every individual accident. State-specific rules and the facts of the particular ride remain important.[26]

The Sani Krishna–Rapido dispute shows why clear insurance information and accessible claims procedures matter. News reports stated that the treatment costs exceeded ₹20 lakh and that the policy involved a reported ₹5 lakh cap; subsequent reporting said Rapido would facilitate processing of the entire eligible medical-expense claim through its

[25]ANI Techs. Pvt. Ltd. v. State of Karnataka, W.A. No. 906 of 2025 & connected matters (Karnataka High Ct. Jan. 23, 2026).

[26]Motor Vehicles Act, No. 59 of 1988, §§ 93, 146–49, 164, 166 (India); Consumer Protection Act, No. 35 of 2019, §§ 2(11), 2(47) (India); Motor Vehicle Aggregator Guidelines, 2025, supra note 3.

insurance partner, subject to documentation and verification. These reports do not establish a general minimum passenger-insurance amount under the 2025 Guidelines or a final judicial finding of liability. The broader lesson is that the law and platform procedures should make support and information accessible after an accident.

A balanced framework should not impose automatic liability on platforms for every injury, but it should not permit them to avoid responsibility for their own failures. Liability should follow the duty, the breach and the connection between the breach and the harm. Transparent passenger insurance, lawful vehicle verification, safety systems, preservation of trip records and prompt accident support can make the system fairer without treating a platform as the guarantor of every journey. As bike taxis continue to develop in India, innovation should be accompanied by a reliable route to information, insurance and compensation for passengers who are injured.