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BIG PLATFORMS' OBLIGATIONS AFTER THE ECJ'S ANDROID AUTO JUDGMENT: IN THE NAME OF COMPETITION, YOU WILL SERVE YOUR COMPETITORS!

ABSTRACT: *The paper is devoted to the CJEU's decision in Android Auto (C-233/23) of February 25, 2025. In this decision, the ECJ argued for a relatively very large scope of dominant platform obligations dictated by the application of Article 102 TFEU. The analysis seeks to answer two research questions: 1. What are the limits of what a dominant online platform can be forced to do by competition law following the Android Auto decision? and 2. In particular, what does the decision mean for the as yet unsatisfactorily unresolved dispute under EU law between the independent automotive aftermarket (IAA) and original equipment manufacturers (OEMs) over the provision of access to connected vehicle functions and resources? Although on the one hand the obligations of dominant platforms to act at the request of and in favour of a competitor are now substantial, on the other hand the ECJ decision does not bring a breakthrough solution for the IAA.*

KEYWORDS: EU competition law; digital platform; abuse dominant position; interoperability requirement; access to connected cars' functions and resources; European Court of Justice.

1. Introduction: a decision that deserves attention

The decision of the Court of Justice of the EU (ECJ) in Case C-233/23 *Android Auto*, or *Alphabet/Google v Italian competition authority*, of February 2025 (EU:C:2025:110), has rightly received the attention of commentators already at the stage of the original proceedings in Italy (Ibáñez Colomo, 2021), then after the Advocate General's opinion (Mandrescu, 2025) and now that the answer to the preliminary questions of the Italian Council of State has been given by the Grand Chamber of the ECJ (Bandhakavi, 2025; Boero, 2025; Ibáñez Colomo 2025a, 2025b). Major pronouncements on the application of Article 102 TFEU to dominant online platforms were expected and the ECJ has indeed moved forward with pieces on multiple chessboards. Its decision can be seen as a further refinement of the essential facility doctrine (the so-called Bronner criteria set out in the ECJ's judgment C-7/97 in 1998), but also as a convergence of Article 102 TFEU with the positive obligation of internet gatekeepers to ensure interoperability under the EU Digital Markets Act 2022/1925 Regulation (its Articles 6(7) and 7) and thus a deeper embedding of the "contestability of markets" objective in the application of the traditional prohibition on abuse of dominance.

In addition, we have also learned from the ECJ's decision that the markets that must remain contestable include markets that do not yet exist, i.e., those that are only potential or hypothetical, the creation of which the dominant's conduct should not prevent but help. In addition, the judgment may also be significant for the

independent automotive aftermarket (and potentially the entire IoT aftermarket), which is seeking access to vehicle functions and resources in order to increase the value of vehicles to users through newly added technological solutions. These are all reasons why the ECJ's judgment in the Android Auto case should be given due consideration and remembered for future reference, as what the Court said in it, as well as what it declined to say, will undoubtedly come back to haunt future disputes over third-party access to platform systems in various sectors of the digital economy.

The following text does not intend to be a critical step-by-step analysis of the entire case. It asks the following two questions: 1. After the Android Auto decision, what are the limits of what the dominant online platform can be compelled to do using competition law, and 2. What does the decision mean specifically for the still unsatisfactorily unresolved dispute under EU law between the independent automotive aftermarket (IAA)[1] and the original equipment manufacturers (OEMs - i.e. mainly carmakers and their selected suppliers from their emerging eco-systems) to free up access to the functions and resources of connected vehicles? The answers will be sought primarily by critically reading and reflecting on the ECJ's conclusions as well as the early commentaries on its Android Auto decision. The section on the implications for the disputes between IAA and OEMs will also draw on several specialised secondary sources that have addressed this unresolved issue of EU law in recent years (Kerber, 2019; Clark, 2021; Gill, 2022; Šmejkal, 2023, 2024).

2. The Android Auto case in a nutshell

Before seeking answers to the research questions, it is worthwhile to outline the nature of the dispute.[2] The dispute has been between Enel X Italia Srl (Enel), which has developed the JuicePass application that allows drivers to find and optimise the charging of their electric cars, and Alphabet/Google, the originator of the Android operating system and its version Android Auto, a system through which it is possible (via a built-in screen in the car) to use Android applications on smartphones. In September 2018, Enel asked Google for the possibility of linking Juice Pass with Android Auto. Google refused, arguing that there is no template that would allow this, as the only existing templates allow the linking of those third-party apps that make messaging and multimedia work. On Enel's repeated request, Google then added that there were also security reasons for the refusal, and the need to rationally manage the resources that would be required to develop a new template.

In essence, therefore, the dispute was about ensuring the interoperability of a new application with the dominant system of digital platform, but for which there was no technical solution at the time of the dispute

[1] The independent automotive aftermarket comprises a wide range of entities supplying products, services, technological solutions to car owners and operators, and possibly also to car manufacturers and repairers, but is not controlled by the car company or its network of affiliated original equipment manufacturers, components and services.
[2] The facts of the case are taken from the text of the ECJ judgment.

and the dominant company was required not just to tolerate something (the use of a resource under its control) or to concede something (access to existing technology), but to act proactively according to the needs of the applicant and thus to help it to succeed in a market that was then more potential than real. An interesting background fact is that, given the slow transition to electromobility, this refusal of interoperability could have had an impact on only 0.04% of all cars in use in Italy at the time (Bandhakavi, 2025).

In this dispute, Enel was "lucky" from the start: in 2021, the Italian Competition Authority (AGCM) found an abuse of dominance in breach of Article 102 TFEU, fined Google and ordered it to make available a version of the template enabling the JuicePass app to work in Android Auto. The AGCM also saw Google's refusal to provide the template as a competitive struggle, as there was competition between Google Maps and Juice Pass, including with a view to the future, since Google Maps could also incorporate the features newly offered by JuicePass. Google defended itself by bringing an action before the Court for the Lazio region, which was unsuccessful. The next instance was the Italian Council of State (Supreme Administrative Court), which put five preliminary questions to the ECJ and offered the ECJ its own view of the case, which is summarised in the judgment as follows (para 22):

According to the referring court, Google's conduct appears potentially to be capable of eliminating competition on the market. In the light of the characteristics of digital markets, it could be argued that, if access to Android Auto had not been made possible for the JuicePass app, that app would have lost its appeal to consumers and that such conduct could have resulted in users being prevented from enjoying a better product for which there is potential demand.

The preliminary questions put by the Italian Council of State, which were reformulated and partially consolidated by the ECJ, concerned, first of all, whether the prohibition of Article 102 TFEU can be applied to the conduct of a dominant platform which refuses to ensure its interoperability with another undertaking's application, while at the same time access to the platform is not necessary for the commercial use of the third undertaking's application on the upstream market, but may increase the attractiveness of that application to consumers. Despite the refusal, both the access applicant and its competitors have remained active in the market and have further developed their market position, and there are therefore doubts about the actual effects of the refusal of interoperability on competition.

The ECJ refused to deal with part of the questions because of their consultative character, namely when the Italian Council of State asked, quite logically, if a dominant undertaking is obliged under Article 102 TFEU to act in favour of an interoperability applicant, then, in a situation where it receives several requests from different undertakings, will it also have to establish objective criteria for assessing them and determining the order of their satisfaction? (para 64). This question, which is certainly relevant for future practice, was therefore left unanswered by the ECJ. However, the core issue was not avoided by the ECJ, because it gave

an answer to the Italian State Council on the question of whether the dominant undertaking could be obliged to develop a new template that would ensure interoperability with the applicant's application, and also on the question of whether the dominant undertaking had any possibility of defending its refusal of the interoperability request.

3. Where is the limit of the dominant platform's obligation to comply with third party requests?

From the ECJ's judgment we have learned that a dominant undertaking has an obligation to act actively on another undertaking's request to ensure interoperability, even if its platform is not necessary for the commercial survival of the applicant's application, but it is sufficient that the dominant platform was not created as a closed platform, i.e. not only for the needs of its creator, and that its interoperability with the applicant's application may increase the attractiveness of the new application to consumers (point 1 of the operative part of the judgment). The negative effects of the refusal of interoperability on competition do not have to be actually present, it is sufficient that they are objectively possible (point 2 of the operative part of the judgment).

The ECJ further held that a refusal of interoperability can only be validly justified in situations where the new application would compromise the integrity of the platform or the security of its use, or where it is technically impossible to do so. In the absence of these objective reasons, the dominant undertaking must comply with the request for interoperability and develop the new template for the applicant within a reasonable time and for reasonable financial compensation (including the possibility of a reasonable profit) (point 3 of the operative part of the judgment). The fact that the market, in which the abuse of dominance would be likely to occur if interoperability were refused, cannot be precisely defined does not matter, it is sufficient that it is identified as a potential downstream market (point 4 of the operative part of the judgment).

Not only Google, the addressee of this decision, but also other comparably situated companies must ask themselves now a question similar to the headline of this chapter. The answer must consider the conditions and limits of such an obligation arising from the ECJ's judgment.

3.1. Issues of openness of the platform, their design, the business model of their operation

Firstly, it is clear that those dominant platforms that have not been framed as closed only to their creator's applications and are at least partly in the position of intermediary for other companies' applications are in a

more vulnerable position.[1] Those open platforms cannot rely on the aforementioned Bronner criteria[2], formulated by the ECJ formulated in C-7/97, in particular the key one that a dominant undertaking cannot be forced to open its infrastructure (original system) to third parties without proof that it is indispensable, irreplaceable, and that competition cannot exist on the market without such opening.

This seemingly paradoxical protection of closed platforms, according to the ECJ, stems from the fact that the forced opening would interfere with the dominant undertaking's freedom of contract and right to property, and that neither the company concerned, nor its competitors would be incentivised to invest in the creation of new solutions (paras 41 and 42). By contrast, the above reasons do not apply to open platforms for which the dominant undertaking has already envisaged use by other undertakings when developing them. If this is the case, then even a reduction in the dominant undertaking's incentive to invest in the further development of a platform from which third parties benefit to compete with their own applications is no longer a valid reason that can be invoked by the dominant undertaking for its defence.

These conclusions of the ECJ are very pro-competitive, as they limit the power of a dominant undertaking to regulate the entry of new applications to its platform, when such entry may neither be denied nor hindered or delayed by it (para. 51). However, one may question whether these claims are legitimately applied to the present case. Just consider the ECJ's statement (para 45) that "the fact of requiring the undertaking in a dominant position to provide access to that infrastructure to a third-party undertaking does not fundamentally alter the economic model which applied to the development of that infrastructure." It can, however, be inferred from Google's arguments that (a) the undertaking appears to have envisaged only that third-party media and messaging applications would have access to Android Auto and that the platform was developed by it as only partly open and partly closed[3]; (b) it may well be that the further development of the Google Maps and Waze applications (also under Google's control), supported by their operation in Android Auto, was part of an economic model that Google considered promising for itself; (c) in defence of its refusal, Google also argued that the development of a new template that did not exist and that it had not envisaged went against its concept of

[1] This is not a new finding; this approach of EU competition law has been interpreted in detail, based on previous developments in ECJ case law, by the European Commission in its 2024 draft *Guidelines on the application of Article 102 of the Treaty on the Functioning of the European Union to abusive exclusionary conduct by dominant undertakings*, parts 4.2.3. Refusal to supply and 4.3.4. Access restrictions. (European Commission, 2024)

[2] „The *Bronner criteria* stipulate that the denial of access to an essential infrastructure facility only constitutes an abuse of market power if it would be capable of eliminating all competition on the downstream market, cannot be objectively justified and the infrastructure facility itself is indispensable for the performance of the competitor's activity in the sense that there is no actual or potential substitute for it. Only in such cases is the serious interference with the freedom of contract and the right of property of the company, which solely developed the property itself, justified."(Heimann, 2024).

[3] Ibáñez Colomo rightly emphasizes that after Android Auto "if access is requested for application A, indispensability will not be an element of the legal test when access is requested for application B." This is in his view a significant shift in when competition law requires proof of the "indispensability" of access set out by the ECJ in the aforementioned *Bronner* judgment (Ibáñez Colomo, 2025a).

the rational allocation of (in this case, presumably human rather than financial) resources to the development of new solutions.

In the light of these facts, a question whose answer could have far-reaching implications imposes itself: Should the dominant platforms now be aware that if they do not remain completely and, in every way, closed to third-party applications, their opening to access seekers will never be subject to the Bronner criteria? The intention to open a platform or operating system only to third-party applications of a particular type or nature of service (e.g., communications only), but to keep it closed to other (even future, not-yet-existing) services, clearly does not offer a Bronner criteria defence even for that closed part of a platform.

The next question: What are the parameters of the situation in which the conduct ordered by the application of Article 102 TFEU would alter the original design of the platform to such an extent, that the development of new tools (functionalities, parameters) on the basis of requests from third parties would mean an interference with the business model and would reduce the willingness of the platform's creator to invest further in it?[1] The subjective view of a dominant semi-opened is obviously of minor importance here, if it is relevant at all, and presumably only the reasons that the Court of Justice admitted in the judgment under discussion for its defence are relevant.

3.2. Acceptable reasons for rejecting active interoperability measures

We have learned from the ECJ judgment that possibilities of defending the rejection of a new applicant for interoperability with a partially open dominant platform are very limited. In such a case, the ECJ has only allowed defences based on threats to the "integrity" of the platform, threats to its security, or impossibility for technical reasons. The ECJ did not elaborate on what all the terms integrity and security of the platform, or impossibility for other technical reasons, specifically encompass.

If we start from the Cambridge definition of integrity (or rather the loss of it), then the platform would have to cease to be "whole and complete" (Cambridge, 2025), i.e., it would probably "break up" into parts that do not fully communicate with each other and lose the intended added value of a coherently functioning system in which individual applications usefully complement each other. In her opinion, the Advocate General Medina also offered the defence that ensuring interoperability by the platform "could run counter to its economic model or purpose" (opinion, para 65)[2]. Here, one can perhaps find a tiny room for discussion as to whether the integrity of the platform might not also include the main business objective with which it was developed

[1] The Android Auto decision is not in fact the first in this regard, it just goes further than previous decisions. It should be recalled here that almost twenty years ago (2004), the European Commission in the Microsoft case (Case COMP/C-3/37.792 - Microsoft), and after it the General Court (T-201/04, EU:T:2007:289 from 2007), ordered Microsoft to change the content of the product it offered, namely to offer the Windows operating system without the Media Player application. The rationale was similar: to enable competition in the neighbouring market for apps that allow media content to be played.

[2] However, no similar formulation of a justification for the refusal appears in the text of the Court's decision.

and therefore the defence against its possible substantial distortion or devaluation due to unforeseen interoperability measures. Regarding the security of the platform, it would probably be lost by ceasing to be reliable and becoming susceptible to easy hacking. And it is only when these threats cannot be overcome with the current state of modern technology that objective reasons for rejection are given.

If we think about the allowed defence in this way, it is true that if it is objectively possible to develop a technical solution that enables interoperability, i.e. a solution that does not render the platform dysfunctional and unsafe, then this defence cannot be applied. The fact that ensuring interoperability will mean that the dominant enterprise is distracted from the priorities it wanted to focus its developers on, that it is economically disadvantageous for it, or that it even directs further development of the platform in a different direction than it had envisioned, does not seem to play any role, or such defences will have to be tested in the future. It is only a weak patch that the interoperability applicant has to consent to adequate time and remuneration to do so. This hardly compensates for the fact that the dominant has placed itself in an essentially 'public service' position as a custodian, having to maintain, develop and change the platform depending on whether it is approached by a third party with a new application that would be more successful on its platform than off it.

3.3. Interoperability for the benefit of developing possible future markets

What is also interesting about the judgment is that the markets that might suffer from a refusal to interoperate may be hypothetical, potential markets (i.e. not being more precisely defined as specific relevant markets). While the ECJ also used the criterion of "neighbouring market, in particular a downstream market" (para 84) to define them, it is questionable what this means in the world of digital platforms. It is clear from settled case law (e.g. the ECJ judgment Case C-333/94 P *Tetra Pak II* of 1996) and also from the GA's Opinion on the case that it should be a product or service market "which is at least potentially in competition with a product or service capable of being provided by the dominant undertaking“ (opinion, para 56). Starting from the premise that a platform around which an eco-system of interconnected and mutually reinforcing smaller systems and applications emerges can hypothetically absorb every new technological idea and expand into a new area, it is not clear what all is a potentially existing neighbouring downstream market. If modern cars are becoming "computers on wheels" or rather "communication hubs" it is difficult to determine which markets are truly neighbouring. They will certainly not be limited to markets closely related to the operation of the car, as even multimedia and messaging applications are not limited to exchanges with car service stations or petrol/charging stations. It is already gradually possible to control a smart home from a platform in the vehicle, to link its charging to solar panels on the roof of the family home and, of course, to search for destinations and be guided to them, whether these destinations are related to work, shopping, learning, entertainment... and not just to ensure the functionality of the car.

It is therefore difficult to determine where the interoperability obligation imposed on the dominant platform ends, given the unboundedness of what is a potential neighbouring downstream market. Theoretically, any application that consumers might be interested in using on their car journeys will satisfy both of the two conditions arising from the ECJ's decision: it will be in some potential downstream market and it will be impossible to rule out that the creator of the dominant platform would not also want to operate it, because if there is potential interest among consumers, it is hard to deny that even a dominant player at the head of a wide-ranging eco-system would not think of extending its system with such an application.

As a sub-conclusion - the answer to the first research question - it can therefore be concluded that the obligation of the dominant platform to provide interoperability is extensive, indeed almost limitless, after the Android Auto judgment.[1] It even goes as far, if not further, on its face, than what the Digital Markets Act requires from designed internet gatekeepers. The latter requires enabling interoperability with selected core platform services, but the application of Article 102 TFEU is not so limited, and the digital neighbouring downstream market may, as has been said, be defined by services which we are now only able to contemplate hypothetically.

If the applicant for interoperability is willing to provide the dominant platform with the time and resources to develop a technical solution, that solution is actually feasible and will operate safely and efficiently on the platform, then the applicant cannot be rejected without infringing Article 102 TFEU. The self-interests and plans of the dominant undertaking that has developed the platform as semi-open to third-party applications are secondary at such a moment. And what the applicant's app actually provides to the driver is also irrelevant, unless it is illegal or dangerous for the car's infotainment system.

It is unfortunate for practice that the ECJ rejected the part of the preliminary question relating to the conditions for assessing the acceptability and order of satisfaction of multiple concurrent interoperability applications. A platform that is dominant will, by definition, be in demand, and potentially increasingly so as the digitisation of our lives is far from reaching the limits of what is possible. Will the dominant enterprise then have to dedicate a non-negligible part of its development activities to finding technical solutions to enable its platform to interoperate with increasingly creative third-party ideas?

4. Is access to vehicle functions and resources opening up?

Back in 2022-2023, the European Commission carried out a public consultation on four possible scenarios for what the relationship between automotive original equipment manufacturers (OEMs) and independent automotive aftermarket (IAA) applicants should look like for the data they hold, as well as for access to the

[1] Boero believes that the ECJ's decision may redefine for good the obligations of tech giants to third-party developers (Boero, 2025).

functions and resources of the cars (and the systems in them) they produce (European Commission, 2023). The Commission has recognised that the thriving and innovative IAA, which is made up of both traditional garages and parts manufacturers, as well as the producers of sophisticated digital solutions of the future, cannot be cut off from access to smart car data, functions and resources. It has therefore considered scenarios for sector-specific regulation aimed at this issue, in four variants according to increasing perfection, meaning on the one hand a progress towards the ideal of data sharing with high protection of the legitimate interests and rights of all concerned, but on the other hand an increasing administrative and financial burden for supervisors and supervisees, and ultimately the taxpayers and the car owners. In the end, the Commission, which was in office until the second half of 2024, did not publish any legislative proposal, and its current successor has not yet done so either (European Parliament, 2024).

On issues of access, of course, the OEMs' and the IAA's positions completely diverge. The former refuse further burdensome sectoral regulation, the latter cannot imagine their future without it and therefore strongly demand it (ACEA, 2024; CLEPA, 2024). At a time when regulation is under discussion and when completely conflicting demands are being made against it, the question arises whether access to vehicle data, functions and resources cannot be ensured by the application of competition law, namely Article 102 TFEU. Here, the issue intersects not only with the economic sector concerned but also with the area of law, which were at stake in the Android Auto decision. And on the face of it, it may seem that the independent aftermarket should welcome the ECJ's findings, while OEMs may worry about what they may start to be asked to do by those interested in - here specifically - accessing the functions of the vehicles they manufacture or equip.[1] Given the conclusion reached above about the relative limitlessness of the mandatory interoperability that can be required of a dominant firm, it may be tempting to make such an assessment.

For the sake of brevity, let us directly focus on the circumstances that relativize the ease of such a conclusion. Certainly, the Android Auto decision opens the way to satisfy the requirements for actively ensuring interoperability with systems under the dominant control of the carmaker or a branded supplier from its ecosystem. And sure, it is likely that in terms of access to vehicle functions and resources, i.e. the ability of third parties to improve something on the car through added sensors, appliances or software, the OEM concerned will very likely be in a dominant position. At the same time, however, it is also likely that most of the vehicle's functions and resources are not in the nature of an open intermediating platform. Enhancing a driver's warning of approaching obstacles or remotely enabling them to do more than close and open the car door etc., is not the same as adding another useful application to the on-board infotainment system.

[1] The data generated by cars belongs to a different category of problem, as regarding the technical data required for maintenance this issue is already addressed by the EU regulation 2018/858 concerning the sharing of OBD data and partially in the EU Data Act 2023/2854 regulation. Also, the Android Auto decision analysed here does not concern data sharing, but the proactive measures necessary for a third party's IT solution to be included in an existing operating system.

It can therefore be argued that the demanding Bronner criteria (explained above) for applicants will likely be applicable to disclosure of most vehicle functions and resources, while at the same time more objective reasons justifying denial of access will be available to OEMs. For sure, if a new technical improvement is attractive to drivers and there is no other way to use it than to make a particular vehicle function or resource available, the indispensability condition should be satisfied. But at the same time, the question of integrity and safety will no longer just be about the digital platform, but more importantly about the moving car, the people in and around it. While each unit or sensor in the car may have a different level of importance for functionality and safety, it is always a more sensitive issue than adding a new app icon to the dashboard monitor. Thus, to rejoice that the Auto Android ruling will be a readymade precedent to most access disputes between OEMs and independent aftermarket access seekers would be premature.

It should also not be forgotten that the ECJ in Android Auto established that a dominant undertaking may seek a reasonable remuneration covering its costs and a reasonable profit for implementing interoperability measures. This is no obstacle for a company like Enel, which is part of the Italian electricity giant's group[1] and has developed an app that can potentially work in any electric car in which its owner chooses Android Auto as the platform. However, the IAA in today's EU is made up primarily of smaller and medium-sized businesses[2], and many of their innovations will not be applicable to all cars regardless of mark and model but will inevitably require interoperability with a car of a particular mark and often a specific model range within that mark. Paying a car company to develop technical solutions to enable safe interoperability will then be beyond the means of a significant proportion of the independent aftermarket.

Finally, consider that the Android Auto litigation began in 2018, and we did not see a final verdict until 2025. While this does not usually mean that a reversal of a dominant company's behaviour will occur only after the final judgment[3], it may require a willingness to engage in a years-long legal battle while being uncertain of the outcome. Is this a path that aftermarket applicants would want to take and one that would bring something to the already burdened automotive OEMs in the EU? The time and, with it, the intellectual and financial demands of competition law litigation lead to the conclusion that, while it is possible to achieve a landmark judgment on a dominant undertaking's obligation to ensure interoperability even by developing a technical solution that does not yet exist, this is not the way to effectively ensure the viability of the thousands of entities that make up the IAA in Europe in the 21st century.

[1] Enel S.p.A. was in 2023 the 59th largest company in the world by revenue (Pulcini, 2023).
[2] „Europe's aftermarket is a chain of operators: 848 000 companies 4,7 million employees; 93,7% of all parts distributors on the European automotive aftermarket are small, 5,6% medium and only 0,7 % large companies."(Gotzen, 2013; EBRD, 2016).
[3] An action against a final decision of a competition authority does not normally have suspensive effect unless the court itself grants it at the well-founded request of the complainant.

Thus, while the Android Auto judgment may be seen as a point in favour of the aftermarket side, hopes for the 'breakthrough' it is expected to cause in the automotive sector should not be high. Aftermarket representatives seeking to unlock access to smart vehicle functions and resources should continue to seek a sectoral solution through ex-ante regulation, in the manner of the EU's Digital Market Act in the key online platform services sector.

5. Conclusion

The ECJ's Android Auto decision is certainly worth careful analysis and more than one comment. It confirms the trend that, particularly in the digital economy, the remedy for distortions of competition (Article 102 TFEU) will increasingly consist not in prohibiting a particular anti-competitive behavior, but in forcing a particular positive action or adaptation (product, business model) on the part of the dominant undertaking. Market shaping will prevail over deterrence; remedies will not so much eliminate the defective situation as create a desirable one. This will be more in line with the requirements of 'fairness and contestability' of markets than of greater efficiency of their outcomes. In the author's view, the Android Auto decision not only confirms this trend, but further deepens and advances it. It is only objective reasons of functionality and security, or an insurmountable technical barrier, which can exempt the dominant platform from the obligation to develop, for the benefit of the applicant - an actual or potential competitor - a technical solution enabling interoperability of its application with the dominant platform.

This trend may seem promising for the specific issue of accessing functions and resources from connected cars that remain under the control of OEMs and are sought by access seekers from the independent aftermarket. More precedents like this could create pressure and an environment in which OEMs are more willing to accommodate aftermarket requests. On the other hand, the specific circumstances of the Android Auto case, the need to pay for the dominator's positive cooperation, and the difficulty and length of the litigation involved should reduce any hopes for a breakthrough in this area to a realistic minimum. The Android Auto judgment is not an automatic opening of the gateway to smart cars' functions and resources.

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