

**Government of National Capital Territory of Delhi**

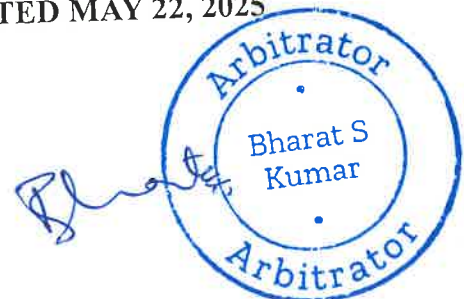
## e-Stamp

Certificate No.	: IN-DL85266344417854X
Certificate Issued Date	: 16-May-2025 04:24 PM
Account Reference	: IMPACC (SH)/ dlshimp17/ SUPREME COURT/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDSLHIMP1709533102328853X
Purchased by	: BHARAT S KUMAR
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BHARAT S KUMAR
Second Party	: Not Applicable
Stamp Duty Paid By	: BHARAT S KUMAR
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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BEFORE BHARAT S KUMAR, SOLE ARBITRATOR  
NATIONAL INTERNET EXCHANGE OF INDIA (NIXI)  
INDRP Case No. 1957  
DISPUTED DOMAIN NAME:<WWW.ICICIBANK.IN>  
ARBITRATION AWARD DATED MAY 22, 2025



**Statutory Alert:**

- Statutory Alert:**
1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd.
  2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
  3. The onus of checking the legitimacy is on the users of the certificate.
  4. In case of any discrepancy please inform the Competent Authority.

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**BEFORE BHARAT S KUMAR, SOLE ARBITRATOR**  
**.IN REGISTRY**  
**NATIONAL INTERNET EXCHANGE OF INDIA (NIXI)**  
**INDRP ARBITRATION**  
**INDRP Case No. 1957**  
**DISPUTED DOMAIN NAME:<WWW.ICICIBANK.IN>**  
**ARBITRATION AWARD DATED MAY 22, 2025**

IN THE MATTER OF:

**ICICI Bank Limited**  
**ICICI Bank Towers,**  
**Bandra-Kurla Complex,**  
**Mumbai- 400 051**  
**India**

Complainant

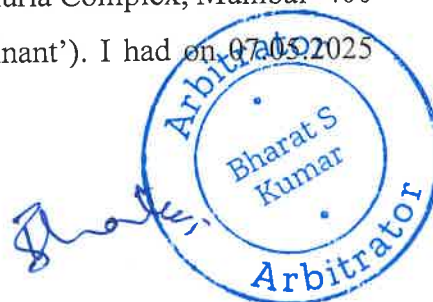
**VERSUS**

**Deborah R. Heacock**  
**Street Address: 1256, Horizon Circle**  
**Zip code: 98119**  
**Seattle**  
**United States of America**  
**Phone: (+1) 2536666283**  
**Email: domainsimple@gmail.com**

Respondent

**1. The Parties in the proceeding:**

The complainant in this administrative proceeding is ICICI Bank Limited, having its address at ICICI Bank Towers, Bandra-Kurla Complex, Mumbai- 400 051, India (hereinafter referred to as the 'complainant'). I had on 07/05/2025



requested Ms. Madhu Rewari, the counsel for the complainant to share the Power of Attorney ("POA") authorizing her to initiate the proceedings on the behest of the complainant. Ms. Rewari had subsequently, vide email dated 13.05.2025, shared POA's whereby the complainant's authorized signatory and its legal manager, Mr. Devansh Saraswat, has further authorized Ms. Madhu Rewari as its authorized representative (POA dated 13.05.2025), for the present proceedings. Further, vide email dated 22.05.2025, Ms. Rewari had also shared a POA dated 14.03.2022, authorizing her to act for the complainant for trademark related proceedings. The complainant had also shared a POA dated 22.08.2023, vide email dated 13.05.2025, whereby the complainant company had granted power to Mr. Devansh Saraswat to institute the present proceedings.

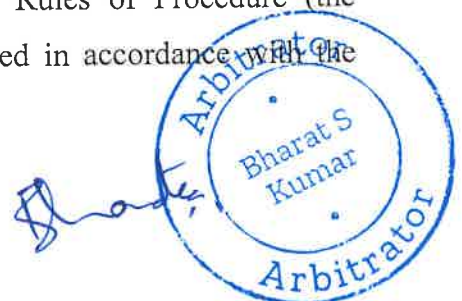
The respondent in the present proceedings is Deborah R. Heacock, having her address at 1256, Horizon Circle, Zip code: 98119, Seattle, United States of America, Phone:(+1)2536666283. The complainant has also filed the publicly-available WHOIS record, for the domain name < [www.icicibank.in](http://www.icicibank.in) >. The complainant has filed the computer printouts of the searches from the .IN Registry's online database conducted on 17.10.2024, for the Disputed Domain Name as **Annexure A**.

2. **Domain Name and Registrar:-**

The disputed domain name is < [www.icicibank.in](http://www.icicibank.in) >. As per the WHOIS record, the domain name was created and/or registered on 15<sup>th</sup> August, 2011. The registrar with which the domain name is registered is Dynadot LLC. The address and email id of the registrar is not mentioned in the complaint.

3. **Procedural History:**

3.1 This arbitration proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (the "Policy") adopted by the National Internet Exchange of India ("NIXI") and the INDRP Rules of Procedure (the "Rules"). The arbitration proceeding is approved in accordance with the



Indian Arbitration and Conciliation Act, 1996. By registering the disputed domain name with a NIXI accredited Registrar, the respondent has agreed to the resolution of disputes pursuant to the said Policy and the Rules.

3.2 The complaint was filed by the complainant with NIXI against the respondent. On 26.03.2025, to ensure compliance, I had submitted statement of acceptance and declaration of impartiality and independence as required by the Arbitrator's Empanelment Rules (Rule 5). On 04.04.2025, I was appointed as the sole arbitrator to decide the disputes between the parties. NIXI notified both the parties of my appointment as arbitrator *via* email dated 04.04.2025. NIXI had also served by email an electronic copy of the complainant with annexures, on the respondent at the email address of the respondent, domainsimple@gmail.com , whilst appointing me as an arbitrator.

3.3 On 04.04.2025, I had issued notice to the respondent and directed the complainant to serve the complete paperbook on the respondent, i.e. the complaint which was filed by the complainant and the complete annexures (annexures A to M). That, I had directed the complainant to serve the respondent both through email and post. The service was done by the complainant's counsel, Ms. Madhu Rewari, on 07.04.2025, on the email address present through a WHOIS lookup, i.e domainsimple@gmail.com and through courier, on the address : 1256, Horizon Circle, Zip code: 98119, Seattle, United States of America. That, the complainant's counsel, Ms. Rewari had also vide email dated 11.04.2025, shared the courier receipt. It may be noted that I had on 04.04.2025 also granted the respondent a time period of 15 days, to file a response to the complaint, from my email and the delivery of service of the complete paperbook.

3.4 That pursuant to no response from the respondent for 15 days after service of the complaint and the documents(annexures), I had on 23.04.2025 sent an



email to the respondent apprising it of its rights to file a defence (response), being closed. That in the same email, I had also asked the complainant's counsel whether they wish to seek any personal hearing, to which they declined the same and requested that the complaint further proceed on merits.

3.5 That, all the communications to the complainant, respondent and NIXI by this tribunal have been through email. None of the emails sent on domainsimple@gmail.com have bounced or returned. It is pertinent to mention here that I had tracked the courier sent to the respondent (DHL waybill number : 8967224475) which, as on 07.05.2025, shows a status of 'returned back to shipper'. However, since the service through email has been done appropriately, I therefore hold that the service is complete as per the INDRP rules as all correspondences effectively took place on domainsimple@gmail.com.

**Respondent being proceeded *ex-parte*:**

3.6 I wish to highlight Clause 13(b) of the INDRP Rules of procedure requires that the arbitrator shall at all times treat the parties with equality and provide each one of them with a fair opportunity to present their case. Clause 17 of the INDRP Rules of procedure grant the power to an arbitrator to proceed *ex-parte*, in the event any party breaches the provisions of INDRP rules and/or directions of the arbitrator.

3.7 The respondent has been given a fair opportunity to represent itself, respond to the complainant's assertions & contentions and counter the same, if it so wishes to. However, there has been no response by the respondent, despite effective service. It is noteworthy that Clause 18 of the INDRP Rules of procedure mandate that an arbitrator shall decide a complaint on the basis of the pleadings submitted and in accordance with the Arbitration &





Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2015 read with the Arbitration & Conciliation Rules, Dispute Resolution Policy, the Rules of Procedure and any by-laws, and guidelines and any law that the arbitrator deems to be applicable, as amended from time to time. In these circumstances this tribunal proceeds to decide the complaint on merits, in accordance with said act, policy and rules on respondent's failure to submit a response, despite having been given sufficient opportunity and time to do so and represent itself. As a result of the aforementioned, the respondent is proceeded *ex-parte*.

4. **Legitimate rights under which a complainant can approach NIXI:**

4.1 The complainant has invoked Clause 4 of the INDRP policy to initiate the arbitration proceeding. Clause 4 reads as under:

*4. Any person who considers that a registered domain name conflicts with his/her legitimate rights or interests may file a Complaint to the .IN Registry on the following premises:*

*(a) the Registrant's domain name is identical and/or confusingly similar to a Name, Trademark or Service Mark etc. in which the Complainant has rights; and*

*(b) the Registrant has no rights or legitimate interests in respect of the domain name; and*

*(c) the Registrant's domain name has been registered or is being used either in bad faith or for illegal/unlawful purpose.*

The complainant therefore has to satisfy this arbitral tribunal on all the three aforementioned clauses/conditions, i.e 4 (a), (b) and (c).



5. Case of the complainant

5.1 The complainant states that it is one of India's largest banks. That, it offers a wide range of banking products and financial services to corporate and retail customers through a variety of delivery channels, subsidiaries and affiliates in the areas of investment banking, life and non-life insurance, venture capital, asset management and information technology, *et al*, under the trade marks "ICICI" and "ICICI BANK".

5.2 The complainant states that it was established in the year 1955, under its former name ICICI Limited by a joint venture between The Industrial Credit and Investment Corporation of India (ICICI) and the World Bank, the Government of India and representatives of Indian industry. The complainant was founded as the Industrial Credit and Investment Corporation of India Bank, before changing its name to ICICI Bank. On 5 January 1994, the complainant was incorporated as part of the ICICI Group.

5.3 The complainant states that in October 2001, ICICI Limited and ICICI Bank's Boards of Directors approved the merger of ICICI Limited and two of its wholly-owned retail finance subsidiaries, ICICI Personal Financial Services Limited and ICICI Capital Services Limited, with ICICI Bank. The merger was approved by ICICI Limited and ICICI Bank's shareholders in January 2002, by the High Court of Gujarat at Ahmedabad in March 2002, and by the High Court of Judicature at Mumbai and the Reserve Bank of India in April 2002. It further avers that consequently, the ICICI Group's financing and banking operations, both wholesale and retail, were integrated in a single entity as 'ICICI Bank Limited', which is the complainant's registered name. The complainant has annexed and marked as **Annexure B**, extracts from the its website [www.icicibank.com](http://www.icicibank.com) substantiating the aforementioned.



**Adoption of the trademark 'ICICI':**

5.4 The complainant avers that it adopted the trade mark "ICICI" in respect of various services in the year 1955. That, since then, it claims that it has expanded its business activities into a wide foray of goods and services, and significantly contributed to strengthening the financial infrastructure in India. It states that it has attained unrivalled success in the past 70 years, which is evident from its net interest income of INR 743.06 billion in the financial year 2023-24.

5.5 The complainant avers that under the "ICICI" and "ICICI Bank" trademarks, have a strong presence in India with a network of 6,523 business centres (branches), 17,190 ATMs and Cash Recycler Machines, and 570 Insta Banking IGosks, at March 31, 2024. It further states that it offers its products and services through its mobile banking application, iMobile, which has more than 30 million users, and a total value of transactions standing close to INR 11,000 billion in the fiscal year 2024. The complainant has annexed and marked as **Annexure C**, extracts from the complainant's latest annual report substantiating the foregoing information.

**Complainant's usage of the website – [www.icicibank.com](http://www.icicibank.com)**

5.6 The complainant avers that it operates a website using the domain name [www.icicibank.com](http://www.icicibank.com), which prominently displays its trademarks "ICICI" and "ICICI Bank". That, it claims the website [www.icicibank.com](http://www.icicibank.com) was created on July 16, 1996, and contains extensive and complete information about the complainant's business activities, products, services, and programs. The complainant also avers to operate Android and iOS based mobile applications, in which it claims the said marks are used and displayed prominently. The complainant has filed and marked as **Annexure D**, extracts





from the ICANN Registry's database, Google Play Store and Apple App Store substantiating the above information.

5.7 The complainant claims that it has received numerous prestigious awards and accolades in the industry over the decades and further asserts that this has resulted in gaining massive reputation, goodwill and recognition in the Complainant's "ICICI" and "ICICI Bank" trademarks. In support of its claims, the complainant has attached as **Annexure E**, website extracts evidencing the awards received by it. The complainant avers that it has extensively promoted the said marks on its website and social networking platforms. It asserts to also have collaborated with various famous personalities to promote its offerings under the said marks, which have been viewed by millions of people, and garnered immense popularity in the said marks. In support of the same, it has filed and marked as **Annexure F**, website extracts substantiating the above information.

5.8 The complainant states that over the past seven decades, it has expended significantly to promote the said trademarks. It has filed and marked as **Annexure G**, the certificate substantiating its advertising and publicity expenses in respect of the said marks. The complainant has also filed and marked as **Annexure H**, documents evidencing the its trade marks publicity.

5.9 The complainant has further averred that since the year 1998, it has registered nearly 125 trademarks containing the "ICICI" and/or "ICICI BANK". In support of its assertions, the complainant has mentioned in a tabular form the trademarks too, a total of 125 in number. Pertinently these trademarks are spread over myriad classes, registered as both word and label marks, as indicated by the complainant in paragraph 5 of the complaint. Furthermore, the complainant has also attached, as **Annexure I**, registration certificates and extracts of the Trademark registry's website evidencing its registrations.



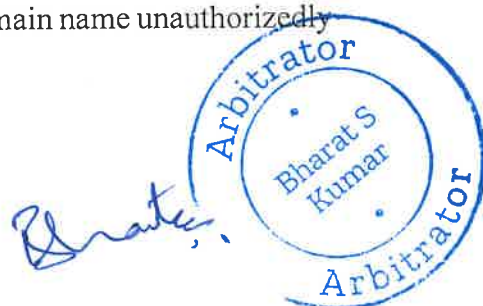
5.10 The complainant's further avers that its trademarks have a global reach, as it is also the owner of various domain names under generic Top-Level Domains, for instance, [www.icicibank.usa.com](http://www.icicibank.usa.com) and [www.shangbaibranch.icicibank.com](http://www.shangbaibranch.icicibank.com), as well as under various country code Top-Level Domains, such as [www.icicibank.bh](http://www.icicibank.bh), [www.icicibank.ca](http://www.icicibank.ca), [www.icicibank.hk](http://www.icicibank.hk) & [www.icicibank.de](http://www.icicibank.de), [www.icicibank.co.uk](http://www.icicibank.co.uk), [www.icicibank.com.sg](http://www.icicibank.com.sg), [www.icicibank.ae](http://www.icicibank.ae), etc. The complainant has also attached and marked as **Annexure J**, extracts from some of the foregoing websites.

The complainant's assertions pertaining to "ICICI" being a well-known trademark:

5.11 The complainant avers that owing to longstanding, continuous and extensive use, promotion, publicity, registrations and high-quality services, the it's said marks enjoy unparalleled reputation and goodwill and acquired the status of "well-known trademarks" under Sections 2(l)(zg), 11(6)(i) to 11(6)(v), 11(7) and 11(8) of the Trademarks Act, 1999 (hereinafter, the "Act"). Pertinently, the complainant states that it's trade mark "ICICI" has been recognized as a well-known trade mark by the Hon'ble Delhi High Court in & ICICI Bank Ltd v. Chuandong Xu Anr. D+ [CS(OS) 2606/2008], and ICICI Bank Ltd v. Ashok Thakeria and Ors. [CS(OS) No.1744/2013]. The complainant has also filed and marked as **Annexure K**, copies of the foregoing court orders evidencing the complainant's trademark's well-known recognition.

The complainant's assertions pertaining to the unauthorized usage by respondent herein:

5.12 The complainant states that the respondent herein has registered the domain name **icicibank.in** (hereinafter, the "*impugned domain name*") on 15<sup>th</sup>, August 2011. It further states that the impugned domain name unauthorizedly



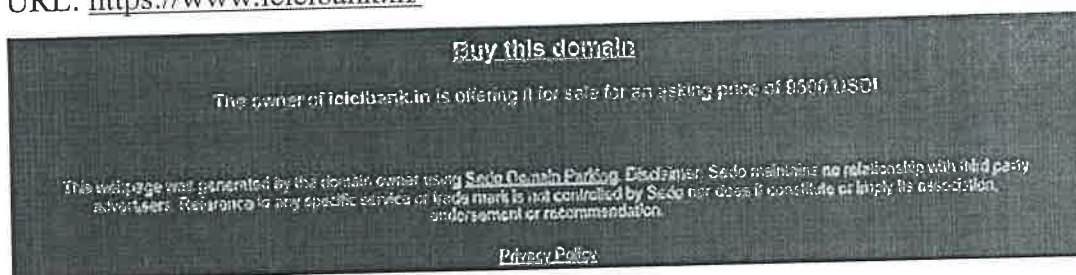
incorporates the complainant's reputed mark and trading style ICICI BANK in its entirety. To evidence the same, it has filed and marked extracts from .IN Registry's database as **Annexure L**.

- 5.13 The complainant asserts that the impugned domain name is identical to the its trading style and trade mark "ICICI Bank". Further, it avers that it owns and operates the domain name www.icicibank.com since 1996. It therefore states that the impugned domain name would inevitably confuse and deceive the consumers and the members of the trade and public into believing that the impugned domain name belongs to the complainant in India, which is untrue.

The complainant's assertions pertaining to how the respondent has been using a domain with its well know trademark ICICI and in entirety by using its trademark ICICIBANK:

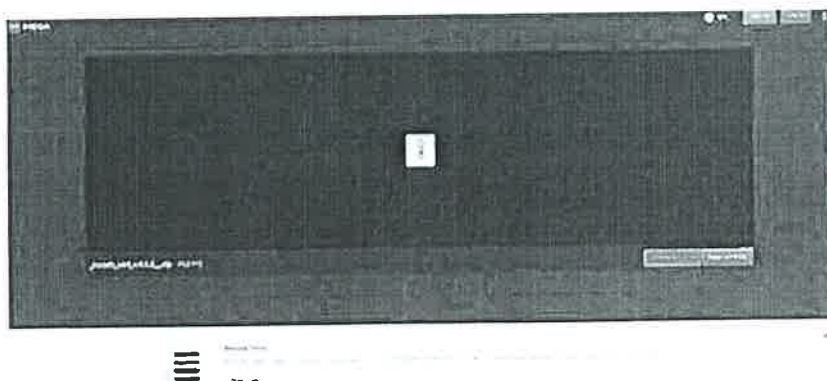
- 5.14 The complainant submits that the impugned domain name is registered and parked by the respondent. It avers that depending upon the web browser used, the impugned domain name currently either leads to a webpage containing an offer to purchase the domain name for USD 9500, or it redirects to third-party websites, as it avers to have shown in the complaint as below:

URL: <https://www.icicibank.in/>



The complainant states URL: <https://www.icicibank.in> redirected to <https://mega.nzJfile/pABxVI6b#IcLVEuBSweTRWz7K997q6fyWIXY5AT-9QXWFQ6skbl>





It states that the URL: <https://www.icicibank.in> is redirected to <https://rummy89.com/?code=505402>



The complainant further has filed and marked as **Annexure M**, extracts from the aforesaid webpages/websites

- 5.15 The complainant avers that the impugned domain name is identical to the its trade mark "ICICI Bank" in which it has prior rights. It states that as the impugned domain name entertains visitors to a web page for purchasing the domain name, or redirects to third-party websites, there is no doubt that the respondent has registered the impugned domain name primarily to attract, for commercial gain, internet users to the respondent's website by creating a likelihood of confusion with the its mark. It further avers that the respondent has no rights or legitimate interests in respect of the impugned domain name, and its registration by the respondent is in bad faith.

*Shruti*  
 Arbitrator  
 Bharat S  
 Kumar  
 Arbitrator



The complainant's assertions that the respondent's impugned domain name is identical to the its "ICICI Bank" trade mark and trading style, in which the complainant has rights:

5.16 The complainant avers, that it has established in the complaint that it has adopted and used the trade mark "ICICI" in the year 1955, and the trading style/mark "ICICI Bank" since at least 1994. It states that the mark "ICICI Bank" represents its corporate name ICICI Bank Limited. The complainant reiterates about its trademark registration containing "ICICI" or "ICICI Bank", with the earliest registration since 1998 in India. The complainant states that it also owns and operates the website using the domain name www.icicibank.com since 1996.

5.17 The complainant states that impugned domain name 'icicibank.in' fully incorporates its trademark, trading style and corporate name "ICICI Bank" entirely, and is identical to its domain name www.icicibank.com. It states that the replacement of the top-level domain name ".com" with ".in" makes no difference to the impugned domain name, since the impugned domain name is likely to be perceived as an India-specific website of the complainant.

5.18 The complainant states that WIPO panellists have established that if a complainant owns a trade mark registration, then it generally satisfies the threshold requirement of trade mark rights. Most importantly, .IN is a country code and is non-distinctive, although an essential part of every domain name. It states that thus, the .IN part of the impugned domain name does not distinguish the impugned domain name from the complainant's trade mark and trading style "ICICI Bank", and the complainant's registered domain name icicibank.com. The complainant draws reference to ICICI

  
  
Arbitrator  
Bharat S  
Kumar  
Arbitrator



Bank Limited v. Domain Dmin, Transfer Discounter (Case No. 02020-2492, November 17, 2020).

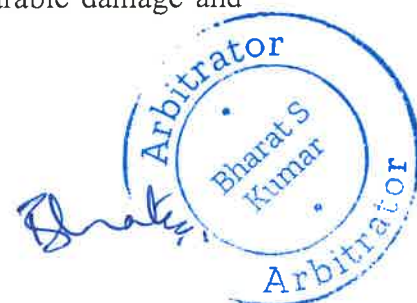
5.19 The complainant also relies on a number of awards in paragraphs 15 – 17 of the complaint to prove its case. A few being:

- i. Dell Inc. v. George Dell and Dell Net Solutions, Case No. D2004-0512 (WIPO Aug 24, 2004), to state that *"It is well established that the addition of a generic term to a trade mark does not necessarily eliminate a likelihood of confusion."*;
- ii. Space Imaging LLC v. Brownell, AF-0298 ( eResolution Sept. 22, 2000);

The complainant thus states that the respondent's impugned domain name is identical to its trademark and trading style "ICICI Bank". Addition of generic terms to a reputed trade mark, such as ICICI or ICICI BANK does not prevent a finding of confusing similarity between the disputed domain name and its trade mark and trading style. It states that therefore, the impugned domain name is identical to its trade mark, trading style and domain name, and is hence liable to be transferred to it.

5.20 The complainant has further averred that the respondent has no rights or legitimate interests in the impugned domain name. The complainant places reliance on Google Inc. U.S.A. v. Vaibhav Jain, INDRP/132 (April 3, 2010), Ganeden Biotech, Inc. and Kerry Luxembourg S.a.r.l v. Rob Monster (W/PO Case No. D2019-3012) and Yusuf A. Alghanim & Sons W.L.L. v. Anees Salah Salameh (WIPO Case No. D2018-1231).

5.21 The complainant further states that the respondent's conduct of parking the impugned domain name for purchase and also allowing redirects to third-party websites is for the sole purpose of causing irreparable damage and



injury to the its goodwill and reputation, resulting in dilution of the its trade mark and trading style. It states that the respondent's intention, while registering the impugned domain name, was to misappropriate the reputation and goodwill of its trade mark/trading style, and unfairly benefit therefrom. It states that, thus, the respondent has no right or legitimate interest in the impugned domain name.

5.22 The complainant states that it has not assigned, granted, licensed, sold, transferred or authorized the respondent to register or use the "ICICI Bank" trade mark. The inclusion of the complainant's well-known mark "ICICI" in the impugned domain name, suggests that the respondent's intention is to deceive the public into believing that some association or commercial nexus exists between the complainant and the respondent. Thus, it states that there is no justification for the respondent's registration and/or use of the impugned domain name. It also states that given the respondent's dishonest adoption and *mala fide* intent, the respondent does not have any valid or legal grounds to claim legitimate rights or interests, and make legitimate non-commercial or fair use of the impugned domain name. Therefore, it states the respondent does not have any rights or legitimate interest in respect of the impugned domain name, and it is liable to be transferred to it, the complainant.

## 6. Analysis

6.1 It is pertinent to note that Paragraph 4 of the INDRP Domain Name Dispute Resolution Policy, mentions about class of disputes, which grants any person who considers that a registered domain name conflicts with his/her legitimate rights or interests, the right to file a complaint with the .IN Registry. There are 3 conditions which an aggrieved right holder may file the complaint under. The complainant has in the present complaint mentioned that its rights under all the three conditions have been violated:



The block contains a handwritten signature in blue ink and a circular blue stamp. The stamp has the word "Arbitrator" at the top and bottom, and the name "Bharat S Kumar" in the center.

- i. Condition 4(a) - The Registrant's domain name is identical and/or confusingly similar to a name, trademark or service mark in which the complainant has rights;

The complainant states in the complaint that it has statutory and common law rights in the trademark(s) ICICI and ICICI BANK as mentioned above and such rights predate the registration of the disputed domain name by many years. Infact the complainant states that it also owns and operates the website using the domain name [www.icicibank.com](http://www.icicibank.com) since the year 1996. The complainant asserts that the disputed domain name incorporates complainant's well-known trademark ICICI and its other trademark ICICI Bank in its entirety.

The complainant avers that the country code Top-Level Domain ".in", being a technical requirement does not reduce the deceptive similarity between complainant's well-known trademark ICICI and its other trademark ICICI Bank in the disputed domain name <icicibank.in>.

The complainant further avers that there is no excuse and the respondent willingly and deliberately has incorporated its trademark ICICI Bank as a part of its domain name. The complainant states that this clearly is dishonesty and is an attempt by the respondent to associate itself with the complainant.

I have gone through the pleadings and documents filed by the complainant. With regard to the fulfilment of paragraph 4(a) of the INDRP policy, it is evident that the complainant has been continuously and extensively using the registered trademark ICICI and ICICI Bank in the course of trade and commerce since its adoption in the year 1998. Pertinently, the trademark ICICI and ICICI Bank is registered, with registrations dating back to the year 1998. The same indicates the complainant's presence, not only in India, but

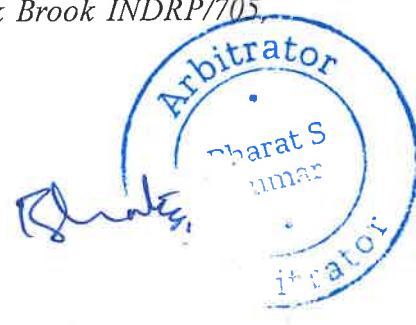
  
Arbitrator  
Bharat S  
Kumar  
Arbitrator

across the world in the domain of banking. Reliance is also placed on Annexure K, the orders passed by the Hon'ble Delhi High Court.

The complainant has also registered its trademark(s) ICICI and ICICI Bank across myriad classes (trademark registrations) in India. Its statutory rights thus, in the trademark(s) ICICI and ICICI bank is well established. It is pertinent to note that the disputed domain name <icicibank.in> was adopted/registered on August 15, 2011, almost 13 years after the adoption and subsequent registration of the complainant's registered trademark(s), ICICI and/or ICICI Bank. Pertinently, there seems no plausible reason for the respondent to adopt the same.

It is noteworthy that a perusal of the disputed domain name 'icicibank.in' of the registrant/respondent shows that the it has used the complainant's trademark ICICI Bank in its entirety. The disputed domain name 'icicibank.in' is identical, to the 'ICICI Bank' trademark of the complainant. It is well established that the mere addition of a TLD such as ".in" is not significant in distinguishing a domain name. It has been held by prior panels deciding under the INDRP, such as in *Kenneth Cole Productions v. Viswas Infomedia INDRP/093*, that there is confusing/deceptive similarity where the disputed domain name wholly incorporates a complainant's trade mark. It is further noteworthy that, a TLD/ccTLD such as ".in " is an essential part of domain name. Therefore, it cannot be said to distinguish the respondent's domain name 'icicibank.in' from the complainant's trademark ICICI Bank.

In **Satyam Infoway Ltd vs Siffynet Solutions Pvt. Ltd AIR 2004 SC 3540**, the Hon'ble Supreme Court of India stated that the law pertaining to the Trademark Act, 1999 shall be applicable to domain names in India. The Hon'ble Supreme Court of India also observed that domain names have the same characteristics of a trademark and thus act as a source and business identifier. In *M/s Retail Royalty Company v.Mr. Folk Brook INDRP/705*,



wherein on the basis of the complainant's registered trademark and domain names for "AMERICAN EAGLE", having been created by the complainant much before the date of creation of the disputed domain name <americaneagle.co.in> by the respondent, it was held that:

*"The disputed domain name is very much similar to the name - and trademark of the complainant. The Hon'ble Supreme Court of India has recently held that the domain name has become a business identifier. A domain name helps identify the subject of trade or service that an entity seeks to provide to its potential customers. Further that there is a strong likelihood that a web browser looking for AMERICAN EAGLE products in India or elsewhere would mistake the disputed domain name as of the complainant."*

The complainant has rights in the trademark ICICI and ICICI bank by way of trademark registrations across myriad classes, and by virtue of use in the course of trade, as part of their company. Pertinently, the use is much prior to the date on which the respondent created the impugned domain <icicibank.in> incorporating the complainant's trademark and trade name ICICI Bank in totality and as a whole. I agree that using the complainant's well-known trademark "ICICI" and its other registered trademark "ICICI bank" not only creates confusion, but may even make a potential web user believe that this may well be associated with the complainant.

The respondent has not filed any response to the assertions put forth by the complainant despite service. The averments of the complainant thus remain un rebutted.

In view of the above facts and submissions of the complainant, on perusal of the documents filed and annexed with the complaint, I therefore hold that

  
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the disputed domain name < icicibank.in > of the registrant (respondent) is identical to the trademark ICICI Bank of the complainant.

- ii. Condition no.4 (b) the Respondent (Registrant) has no rights or legitimate interest in respect of the domain name:

The complainant avers that the respondent's use of the disputed domain name is for commercial gain as the respondent's website is merely 'parked' as depending upon the web browser used, the impugned domain name currently either leads to a webpage containing an offer to purchase the domain name for USD 9500, or it redirects to third-party websites.

It states that the respondent's use of the complainant's ICICI and ICICI Bank trademark(s) are unauthorised. The complainant states that the respondent's acts are probative of its intention to make profit from unauthorised use of complainant's trademark(s). It further states that the respondent has been using its trademark to show an association and connection with it. Therefore, it states that the respondent has no legitimate interest in the disputed domain name, rather the sole purpose of its registration is to gain commercially, unjustly by misappropriating the reputation associated with the complainant's popular trademark, ICICI and ICICI bank.

The complainant claims that it has therefore established a *prima facie* case that the respondent has no rights and legitimate interests in the disputed domain name.

I agree with the assertions put forth by the complainant. I believe that the complainant has established its rights in the trademarks ICICI and ICICI Bank.



It is significant to note that the use of ICICI bank in the respondent's domain name is definitely likely to give a false impression to internet users that the disputed website is either owned by the complainant or is affiliated to the complainant in some manner. The respondent cannot conceivably claim that its use of the complainant's trademark is *bona fide* as per paragraph 6(a) of the .IN Policy or is commonly known by the domain name in accordance with paragraph 6(b) of the .IN Policy.

The mere fact that the disputed domain name is registered does not imply that the respondent has any rights or legitimate interests in them. In *Deutsche Telekom AG v. Phonotie Ltd.* (WIPO Case No. D2005-1 000), it has been held that "*Registration of a domain name in itself does not establish rights or legitimate interests for purposes of paragraph 4(a)(ii) of the Policy*". Therefore, any use of the disputed domain name by the respondent is not a legitimate, non-commercial or fair use. The respondent thus has no rights or legitimate interests in, the disputed domain name.

The adoption of word/mark "ICICI bank", therefore in the disputed domain name affirms the *mala fide* intention of the respondent to make use of and ride on the coat tails of the complainant for earning commercial benefits. Such a conduct demonstrates anything, but a legitimate interest in the domain name.

It is pertinent to note that the complainant has also not licensed the use of the mark, ICICI or ICICI Bank, to the respondent. In such a situation, there is no reason for the respondent to use the same as its domain name. The use is therefore clearly unauthorized. A decision of a previous panel, *Wacom Co. Ltd. v. Liheng*, INDRP/634, is relevant in this case. It was stated that:

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*"the Complainant has not licensed or otherwise permitted the Respondent to use its name or trademark or to apply for or use the domain name incorporating said name"*

It is reiterated that the respondent (registrant) has not filed any response to counter the complainant's assertions, despite service. The respondent has thus failed to satisfy the conditions contained in clauses 6(a), (b) and (c) of INDRP Policy. Significantly, the respondent has never been identified with the disputed domain name or any variation thereof. The respondent's (Registrant) use of the disputed domain name will inevitably create a false association and/or affiliation with complainant and its trademark mark(s), ICICI and ICICI Bank.

Therefore, in view of the submissions made in the complaint and on perusal of the accompanying documents, I am of the opinion that the respondent has no rights or legitimate interests in respect of the disputed domain name. Accordingly, condition 4(b) of the INDRP policy is decided in the favour of the complainant.

- iii. Condition 4(c): The Registrant's domain name has been registered or is being used in bad faith:

To look into condition 4 (c) of the INDRP policy, clause 7 is to be looked into. Clause 7 of the INDRP policy states as under:

*For the purposes of Clause 4(c), the following circumstances, in particular but without limitation, if found by the Arbitrator to be present, shall be evidence of the Registration and use of a domain name in bad faith:*

*(a) circumstances indicating that the Registrant has registered or acquired the domain name primarily for the purpose of selling,*



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the word "Arbitrator" at the top and "Arbitrator S" at the bottom, with a small dot in the center.

*renting, or otherwise transferring the domain name registration to the Complainant, who bears the name or is the owner of the Trademark or Service Mark, or to a competitor of that Complainant, for valuable consideration in excess of the Registrant's documented out-of-pocket costs directly related to the domain name; or*

*(b) the Registrant has registered the domain name in order to prevent the owner of the Trademark or Service Mark from reflecting the mark in a corresponding domain name, provided that the Registrant has engaged in a pattern of such conduct; or*

*(c) by using the domain name, the Registrant has intentionally attempted to attract Internet users to the Registrant's website or other on-line location, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of the Registrant's website or location or of a product or service on the Registrant's website or location; or*

*(d) The Registrant has registered the domain name primarily for the purpose of disrupting the business of a competitor.*

The complainant states that the issue at hand falls under 7 (a) and (c) of the INDRP policy as the Registrant (respondent) has intentionally attempted to gain commercially and attract users to the Registrant's website. The complainant states that the respondent has registered the disputed domain name subsuming the complainant's trademark ICICI Bank and its well-known trademark ICICI, with the sole reason of attracting prospective customers to its website and gain commercially. The complainant further states that the respondent's bad faith is readily established by its brazen and unauthorized use of the trademark ICICI bank, as detailed in the complaint.

It is pertinent to reiterate that the complainant is vested with statutory rights across myriad classes in its ICICI and ICICI Bank trademark(s).



in India. The use of the trademark ICICI Bank has been from the year 1998. The respondent's registration of a disputed domain name wholly incorporating the complainant's trademark is most certainly to ride on the coat tails of the complainant's commercial success which its ICICI and ICICI Bank trademark(s) have attained over the past 27 years. This is also evidenced by the complainant's assertions of the respondent placing a sale tag of USD 9500 for the sale of its website. It is also noteworthy that the actions of the respondent seem to fall squarely within subclauses (a) and (c) hereinabove.

Given the enormous success of the complainant's business, its known trademarks ICICI and ICICI Bank, there seems to be no reason for the respondent to adopt an identical name/ mark with respect to the impugned domain name. This adoption by the respondent, of course seems to create a deliberate and false impression in the minds of users that the respondent is somehow associated with or endorsed by the complainant. A case by a previous panel, *Mls Merck KGaA v Zeng Wei JNDRP/323*, can be referred wherein it was stated that:

*"The choice of the domain name does not appear to be a mere coincidence, hut a deliberate use of a well-recognized mark... such registration of a domain name, based on awareness of a trademark is indicative of bad faith registration. "*

It is further pertinent to note that Rule 3 of .IN Domain Name Dispute Resolution Policy (INDRP), casts obligations on a registrant, such as the respondent here. The same provides as under:

### 3. Registrant's Representations

By applying to register a domain name, or by asking a Registrar to maintain or renew a domain name registration, the Registrant hereby represents and warrants that:

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(a) the credentials furnished by the Registrant for registration of domain name are complete and accurate;

*(b) to the knowledge of Registrant, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;*

(c) the Registrant is not registering the domain name for an unlawful and malafide purpose; and

*(d) the Registrant will not knowingly use the domain name in violation or abuse of any applicable laws or regulations. It is the sole responsibility' of the Registrant to determine whether their domain name registration infringes or violates someone else's rights.*

It is evident from above rule that rule 3(b) and (d) puts an obligation on the Registrant, the respondent herein, before registering a domain name. The registrant is to verify that the registration of the domain name will not infringe upon or otherwise violate the rights of any third party.

From a perusal of the averments and documents filed herewith, there is therefore no doubt that the respondent has got the disputed domain name registered in bad faith and to ride on the complainant's 'ICICI Bank' and 'ICICI' trademark's goodwill and reputation. The actions of the respondent are thus in contravention with paragraph 4(c) of the INDRP policy. I therefore hold that the respondent's domain name has been registered in bad faith.

### Decision

In view of the foregoing, I hold that the disputed domain name, <icicibank.in> is identical to the complainant's 'ICICI Bank' trademark and even unauthorizedly incorporates its well-known

  
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trademark 'ICICI'. I further hold that the respondent has no rights or legitimate interests in respect of the disputed domain name and that the same was registered in bad faith by the respondent.

In accordance with the INDRP Policy and Rules, I direct that the disputed domain name registration be transferred to the complainant.

No order as to costs.

Date: 22.05.2025

Place: New Delhi

