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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

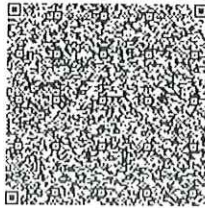
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Certificate No. : IN-DL55668492998713V
 Certificate Issued Date : 01-Feb-2023 12:26 PM
 Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
 Unique Doc. Reference : SUBIN-DLSELF84509070907781V
 Purchased by : S S RANA AND CO VIKRANT RANA
 Description of Document : Article 12 Award
 Property Description : ARTICLE -12 - AWARD
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : VIKRANT RANA
 Second Party : NOT APPLICABLE
 Stamp Duty Paid By : VIKRANT RANA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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BEFORE THE SOLE ARBITRATOR UNDER THE .IN DOMAIN NAME DISPUTE RESOLUTION POLICY
 (Appointed by the National Internet Exchange of India)
ARBITRATION AWARD

Disputed Domain Name: <CREDITNINJA.CO.IN>

IN THE MATTER OF

CreditNinja Lending, LLC f/k/a KMD Partners, LLC
 Suite 2200, 222 South Riverside Plaza
 Chicago, Illinois – 60606
 United States of America

..... Complainant

-----versus-----

K2 Cyber Solution
 R-2/3, Saurabh Vihar,
 New Delhi 110044, India

..... Respondent / Registrant

Vikrant Rana

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1. The Parties

The **Complainant** in this arbitration proceeding is **CreditNinja Lending, LLC**, of the address *Suite 2200, 222 South Riverside Plaza, Chicago, Illinois – 60606, United States of America.*

The **Respondent** in this arbitration proceeding is “**K2 Cyber Solution**”, of the address: *R-2/3, Saurabh Vihar, New Delhi, 110044, India.*

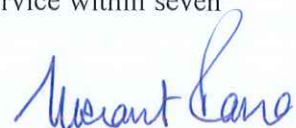
2. The Domain Name, Registrar and Registrant

The present arbitration proceeding pertains to a dispute concerning the registration of domain name <creditninja.co.in> with the .IN Registry. The Registrant in the present matter is “**K2 Cyber Solution**”, and the Registrar is **GoDaddy.com, LLC**.

3. Procedural History

The arbitration proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (INDRP), adopted by the National Internet Exchange of India (NIXI).

- NIXI vide its email dated November 21, 2022, had sought consent of Mr. Vikrant Rana to act as the Sole Arbitrator in the matter. The Arbitrator informed of his availability and gave his consent vide email on the same date, along with the Statement of Acceptance and Declaration of Impartiality and Independence in compliance with the INDRP Rules of Procedure. NIXI then handed over the Domain Complaint and Annexures thereto to the Arbitrator on the same date, i.e. November 21, 2022.
- Thereafter, the Arbitrator vide email dated November 21, 2022, had acknowledged receipt of the abovementioned documents received from NIXI, and directed the Complainant's Counsel to provide the complete details of the Respondent/ Registrant in the Domain Complaint, within two (2) days' time.
- The Complainant's Counsel thereafter vide email dated November 25, 2022, filed the duly amended domain complaint.
- The Arbitrator then vide email dated November 28, 2022, directed the Complainant's Counsel to serve a full set of the domain complaint as filed, along with annexures, upon the Respondent by email as well as physical mode and provide proof of service within seven (7) days.



- Subsequently, the Arbitrator was in receipt of an email dated December 05, 2022 from the Complainant's Counsel, enclosing proof of service by email as well as physical mode (showing date of delivery as December 04, 2022). In this regard, Complainant's Counsel informed that the address "*K2 Cyber Solution, r-2/3, Saurabh vihar, New Delhi, Andaman & Nicobar Islands 110044, India*" (as mentioned in the WHOIS records provided by NIXI), was not accepted for delivery as '*Andaman & Nicobar Islands*' appears to be erroneously mentioned in the address, given that the postal code "110044" as mentioned in the address as per the WHOIS records, is also that of Delhi. Thus, the Complainant's Counsel served the documents upon the Respondent at the address "*K2 Cyber Solution, r-2/3, Saurabh vihar, New Delhi - 110044, India*", which was successfully delivered.
- In view of the above successful delivery of the documents upon the Respondent, the Arbitrator vide email dated December 07, 2022, commenced arbitration proceedings in respect of the matter. Respondent was granted time till December 21, 2022 to submit a response.
- As no response was received from Respondent within the stipulated time period, Arbitrator, in the interests of justice, vide email dated December 22, 2022, granted them an additional but non-extendable period of seven (7) days, i.e. till December 29, 2022, to submit a response to the domain complaint. Still having received no reply from Respondent within the stipulated deadline, Arbitrator concluded proceedings on December 30, 2022, and reserved the present award.

4. Factual Background - Complainant


Counsel for the Complainant, on behalf of the Complainant in the present matter has submitted as follows:

The Complainant, doing business under the name CREDITNINJA, is one of the largest online lenders in the U.S., that provides personal and installment loans for borrowers with low credit scores. Since 2018, the Complainant has originated approximately 300,000 loans and catered to nearly 200,000 people through its online platform under the CREDITNINJA Mark, and that the Complainant has received consumer credit licenses to engage in the business of providing consumer loans services in various states in the USA under its CREDITNINJA Mark (sample state licenses provided in Annexure 6 to the complaint).



The Complainant is the prior adopter, sole owner, registered proprietor, and first and exclusive user across several countries worldwide, of the trademark CREDITNINJA and its formative

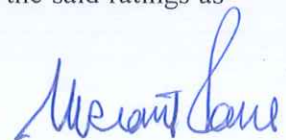
marks including, but not limited to, CREDITNINJA ,  CreditNinja

, etc., as well as the Ninja Face logo , which is prominently used with respect to its services, including on its website <creditninja.com>. The Complainant also owns several trademark registrations and applications for the CREDITNINJA Mark across numerous jurisdictions worldwide since 2017. In this regard, Complainant has provided few excerpts from various IP offices as evidence, including but not limited to registration no. 5320416 in India, 6798036 and 5846273 in the USA, 1642118 in the EU, as Annexure 5.

The Complainant also uses the CREDITNINJA Mark as part of its domain name <creditninja.com>, which was registered on also uses the CREDITNINJA Mark as part of its domain name <creditninja.com> which resolves to an active website, www.creditninja.com, since at least 2018. Complainant further submits that the CREDITNINJA Mark is also used as a part of the Complainant's social media handles on Facebook, Instagram, YouTube and Twitter. In this regard, Complainant has provided the WHOIS details of the aforementioned domain name as well as excerpts from its aforesaid social media accounts, as Annexure 7.

The Complainant has a record of successful enforcement of its rights in the CREDITNINJA Mark in several UDRP arbitration proceedings, in respect of the domain names <creditninjaeasy.com>, <creditninja.com.co>, <creditninja2020.com>, <creditninja2021.com>, <creditninja.loan> and <creditninja.me>, and has provided copies of the said decisions as Annexure 8.

The Complainant's popularity and repute under the CREDITNINJA Mark is evident from the fact that the Complainant's customer service has gained a rating of 4.5/5 on the Trust Pilot review forum as well as on Google Reviews. The prevalence of the Complainant's CREDITNINJA Mark can also be gauged from the fact that Complainant's services under its CREDITNINJA Mark have received extensive recognition, acclaim, and awards over the years, and in this regard, the Complainant has provided online excerpts showing the said ratings as well as its consideration for awards, as Annexure 9.



Complainant has submitted that the CREDITNINJA Mark is exclusively associated with the Complainant, and that a search on the mainstream online search engines such as Google, Yahoo and Bing, for the word 'CREDITNINJA' immediately reveals a direct and exclusive association of the mark with the Complainant. In this regard, Complainant has annexed excerpts from the said search engines, as Annexure 10.

In view of such submissions, Complainant has submitted that owing to long, consistent, and extensive use across several countries, the Complainant's CREDITNINJA Mark has acquired a significant degree of fame, reputation and goodwill in relevant trade circles, customers, and across industry, globally.

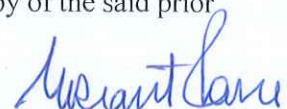
5. Contentions And Legal Grounds Submitted By The Complainant

In support of the requirements under the captioned provisions of the INDRP (combined with the relevant Rules of Procedure) the Complainant has submitted that:

A. The Domain Name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights.

(Policy, Paragraph 4(a); Rules, Paragraph 4(b)(vi)(1))

- That the Complaint is based on the Complainant's prior and exclusive rights in the CREDITNINJA Mark since as early as 2017, and the same is sufficiently distinctive, unique, famous, and registered. In this regard, Complainant has placed reliance on *Perfetti Van Melle Benelux BV v. Lopuhin Ivan, IPHOUSTER* (WIPO Case No. D2010-0858), wherein it was held that trademark registration constitutes prima facie evidence of the validity of trademark rights.
- That the Complainant also owns common law rights in the CREDITNINJA Mark by virtue of its prior and extensive use across several countries. (reliance placed on *Psyonix Inc. v. robert gray / notpsyonix* (Claim No. FA1711001759780)), wherein the Panel had observed that "*Policy ¶ 4(a)(i) does not require a complainant to own a trademark prior to a respondent's registration if it can demonstrate established common law rights in the mark.*". Complainant has annexed a copy of the said prior panel decision as Annexure 11.



- That the Disputed Domain Name <creditninja.co.in> is identical to the Complainant's CREDITNINJA Mark, which is incorporated fully as is, and that the ccSLD/ccTLD suffix in a domain name (".co.in" in this case) should be disregarded for the purpose of comparison and similarity, and thus the disputed domain name is identical to the CREDITNINJA Mark as well as the Complainant's domain name <creditninja.com>. In this regard, Complainant has placed reliance on the prior panel decisions in *Viacom International Inc. v. Milen Radumilo* (NIXI Case No. INDRP/1464), *Williams Sonoma, Inc. v. Liheng* (NIXI Case No. INDRP/910), *Slickdeals LLC v. Srujan Kumar* (NIXI Case No. INDRP/907), and *Oki Data Americas, Inc. v. ASD, Inc.*, (WIPO Case No. D2001-0903). Copies of the said decisions have been provided as Annexure 12.

In view of the above submissions, Complainant has submitted that it has fulfilled the requirements under the titled paragraph A of the Policy.

B. The Respondent has no rights or legitimate interests in respect of the Domain Name.

(Policy, Paragraph 4(b); Rules, Paragraph 4(vi)(2))

The Complainant has submitted that the Respondent has no rights or legitimate interest in either the trademark CREDITNINJA or in the Disputed Domain Name <creditninja.co.in> due to the foregoing reasons:

- That the Respondent was never authorized by Complainant to use the CREDITNINJA Mark in relation to any goods or services, and Respondent does not have any past dealing with the Complainant and has no reason to adopt "creditninja" as the Disputed Domain Name. In this regard, reliance has been placed on *Compagnie de Saint Gobain v. Com-Union Corp.* (WIPO Case No. D2000-0020), and copy of the said decision annexed as Annexure 13.
- That the Respondent is not making any legitimate, non-commercial, or fair use of the Disputed Domain Name due to the following reasons:
 - a. The website hosted at the Disputed Domain Name is a look-alike website with identical layout and content to the Complainant's website and it also features

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the CREDITNINJA Mark, including the stylized and unique mark



. Thus, it appears that the Respondent is impersonating the Complainant's website and attempting to divert potential customers and internet traffic to the Impugned Website. In this regard, the Complainant has annexed excerpts from its own website as well as the website hosted on the disputed domain name, as Annexure 14.

- b. That no company name is mentioned and fake credentials are provided on the Impugned Website.
 - c. That the Respondent is not making any bona fide offerings and is only attempting to mislead/divert consumers through the Impugned Website, and the Respondent's misappropriation of the CREDITNINJA Mark is clearly for the purpose of misleading consumers into believing that the Respondent and the Impugned Website are associated with or approved by Complainant when it is not. In this regard, reliance has been placed on *Chicago Mercantile Exchange Inc., CME Group Inc. v. Registration Private, Domains By Proxy, LLC, DomainsByProxy.com / Nikolay Korobeynikov* (Case No. D2016-0654), and *Swarovski Aktiengesellschaft v. Zhang chao* (Case No. D2013-1964).
- That the Respondent is attempting to mislead/divert consumers by creating false impression of association with the Complainant, by hosting content like "Copyright @ - CreditNinja India" on the Impugned Website along with the CREDITNINJA Mark and copied content, images, and web-layout from the Complainant's website (relevant excerpt from the website hosted on the disputed domain name, annexed as Annexure 16). In this regard, reliance has been placed on *Compagnie Générale des Etablissements Michelin (Michelin) v. Bmtexnologiya MMC, Tural Malikov*, (Case No. D2010-2150), and *LRC Products Limited v. CM YJ* (Case No. D2020-1598). Relevant excerpts from the said decisions, have been provided as Annexure 17.

- That the Respondent is not commonly known by the Disputed Domain Name and does not have any trademark rights in Disputed Domain Name (reliance placed on *Golden Goose S.P.A. v. Whoisguard Inc. / wei zhang* (WIPO Case No. D2017-1654)). The Respondent has not acquired any trademark rights in the CREDITNINJA Mark. The Complainant owns trademark registrations and rights in the CREDITNINJA Mark across countries, including in USA, where the Respondent appears to be located, from the available details on the Impugned Website. Further, the Respondent has actively concealed its trading name or identity from the WhoIs records as well as on the website.

In view of the aforementioned submissions, Complainant has submitted that it has established a prima facie case of Respondent's lack of legitimate rights and interests in the domain name, thus, shifting the burden on the Respondent to show rights or legitimate interests in the domain name (reliance placed on *Emirates of Emirates Group v. Zhan Yun* (NIXI Case No. INDRP/606)).

C. The Domain Name was registered and is being used in bad faith.

(Policy, Paragraph 4(c); Rules, Paragraph 4(vi)(3))

- Illegitimate and fraudulent copying of Complainant's website, trademarks, images, content and web-layout - That on the Impugned Website, the Respondent has fraudulently and illegitimately adopted and copied not only Complainant's trademarks, but also various elements, including paraphrased textual elements, images, web-layout, formatting, favicon, etc. from the Complainant's website www.creditninja.com. Such fraudulent adoptions include:

- a. Use of identical trademark/logo mark and its identical placement;
- b. Identical content;
- c. Identical favicon
- d. Similar web-layout and color scheme

For the above submissions, the Complainant has provided comparative screenshots from its own website and the one hosted on the disputed domain name. Further, the Complainant has placed reliance on *Riot Games, Inc. v. Whois Agent, Domain*

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Protection Services, Inc. / Osamah, Osamah Osamah (Case No. D2021-4195), *Migros-Genossenschafts-Bund v. James Okogb, Micrio*, (WIPO Case No. D2017-0647), and *BSH Home Appliances Corporation v. Michael Stanley / Michael Sipo* (WIPO Case No. D2014-1433), and annexed copies of the said decisions as Annexure 19.

- False, misleading, and fake content and assertions on the website: the Respondent is making false and misleading assertions to cause confusion and create impression of association with the Complainant, which includes -
 - a. A false and misleading disclaimer ("*Copyright @ - CreditNinja India*"), whereby Respondent is attempting to attract potential customers by misleading them to believe that the Complainant is doing business in India through the Impugned Website, and such act of the Respondent indicates its bad faith in adoption and use of the Disputed Domain Name. In this regard, Complainant has placed reliance on of the Respondent indicates its bad faith in adoption and use of the Disputed Domain Name and annexed copy of the said decision as Annexure 20.
 - b. Absence of company/organization name and fake contact details on the website hosted on the disputed domain name. For this assertion, Complainant has placed reliance on the decision in *Bpost NV v. WhoisGuard Protected, WhoisGuard, Inc. / Lean Thomas, Rente Client* (Case No. D2020-0132).
 - c. Lack of bona fide offerings or business on the website. In this regard, Complainant has submitted that the disputed domain name and the website hosted therein are blatantly copied from the Complainant's CREDITNINJA Mark and its website www.creditninja.com and no bona fide use is being made of the Disputed Domain Name, and that Respondent is trying to pass itself off as Complainant and is exploiting the goodwill associated with the CREDITNINJA Mark in order to obtain commercial gain, which establishes the bad faith use of the domain name. In this regard, Complainant has placed reliance on *Oki Data Americas, Inc. v. ASD, Inc.* (WIPO Case No. D2001-0903)

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wherein copy of the said decision is earlier referred to in Annexure 12; *Hewlett-Packard Development Company, L.P. v. Nelson* (WIPO Case No. D2012-2315), *LEGO Juris A/S v. Ammar Briouel / Brahim Mahjoubi* (WIPO, Case No. D2019-0750) and copies of the latter decisions are annexed as Annexure 22.

- d. Masked / incomplete particulars in WhoIs records – Complainant submits that the Respondent's particulars, including name and address provided in the WhoIs records appear to be fake, masked, and fictitious, and in this regard, has placed reliance on *Philip Morris USA Inc. v. Domains by Proxy / Ray A Board* (WIPO Case No. D2016-0840) (Annexure 23).
 - e. Respondent had prior and undeniable knowledge of the Complainant and its CREDITNINJA Mark at the time of registering the Disputed Domain Name – due to the unauthorized use of the Complainant's marks, running a similar website, and usage of the copyright notice. Reliance placed on *Lego Juris v. Robert Martin*, (NIXI Case No. INDRP/125), *Recipharm AB v. Oneandone Private Registration / Daniel Villa*, (WIPO Case No. D2019-2889), and *Carvana, LLC v. Paul Warnert* (Case No. D2021-0605). Complainant has provided relevant excerpts from these decisions as Annexure 24.
- Complainant asserts that in view of the below submissions, it is impossible to conceive of any circumstance in which Respondent could have registered the domain name in good faith or without knowledge of Complainant's rights in the CREDITNINJA Mark:
- (i) Complainant's registered and common law rights in CREDITNINJA Mark since at least 2018 worldwide;
 - (ii) extensive and longstanding use of the CREDITNINJA Mark by Complainant prior to the Respondent's registration of the Disputed Domain Name;
 - (iii) Complainant's prior use of the marks on the internet; and
 - (iv) tremendous fame, goodwill, and reputation associated with the CREDITNINJA Mark.

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- Thus, the Complainant, in light of the above submissions, has submitted that it is apparent that the registration and use of the domain name <creditninja.co.in> by the Respondent is not *bona fide* and the Respondent has *prima facie* registered and is using the Disputed Domain Name in bad faith.

6. Other Legal Proceedings

The Complainant has submitted that they are unaware of any other legal proceedings that have been commenced or terminated in connection with the domain name <creditninja.co.in>.

7. Reliefs claimed by the Complainant (Policy, Paragraph 11; Rules, Paragraph 4(b)(vii))

The Complainant has requested that the domain name <creditninja.co.in> be transferred to them.

8. Respondent's Contentions

As already mentioned in the Procedural History of the matter, despite having been duly served with a copy of the Domain Complaint as filed, and thereafter granted adequate time to respond to the same, the Respondent had not submitted any response thereto, or in fact any communication of any kind to either the Complainant, NIXI or the Arbitrator during pendency of arbitral proceedings in the matter.

9. Discussion and Findings

In a domain complaint, the Complainant is required to satisfy three conditions as outlined in Paragraph 4 of the .IN Domain Name Dispute Resolution Policy, i.e.:-

- i. The Registrant's domain name is identical and confusingly similar to a name, trade mark or service mark in which the Complainant has rights;
- ii. The Registrant has no rights and legitimate interest in respect of the domain name;
- iii. The Registrant's domain name has been registered or is being used in bad faith.



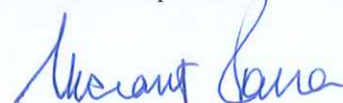
- i. The Registrant's domain name is identical or confusingly similar to a name, trade mark or service mark in which the Complainant has rights
(Paragraph 4(a) of the .IN Domain Name Dispute Resolution Policy)

In this regard, Complainant has established its rights in the trademark 'CREDITNINJA', by virtue of its trademark applications and registrations for the same in jurisdictions worldwide, including in India (wherein the application no. 5320416 for the mark CREDITNINJA in class 36 was filed on December 15, 2021). Although the said application is pending registration in India. However, the Arbitrator notes that its 'CREDITNINJA' mark is registered in the USA, as per the documents placed on record (Annexure 5).

It is well established that trade mark registration is recognized as prima facie evidence of rights in a mark. Further, as has been held by prior INDRP panels, having a trademark registration is not a prerequisite for the INDRP. For instance, in *Easton Corp Pty Ltd. v. Mr. Dean Chandler* (INDRP Case No. 844), the Complainant had trademark registrations in Australia and New Zealand (but not in India), and the panel found that the same satisfied the threshold requirement of showing rights in the trademark under the INDR Policy. In addition, Arbitrator has taken note of the five (5) prior UDRP panel decisions, wherein the panels had recognized the Complainant's rights over the mark CREDITNINJA (Annexure 8). Thus, regardless of the current status of the Complainant's trademark application in India, the Arbitrator finds that the Complainant has suitably demonstrated its rights in the name 'CREDITNINJA'.

The Complainant has also submitted that it has registration of its own domain name <creditninja.com> (which while created in 2006, resolves to an active website since at least 2018).

Further, the Arbitrator accepts the Complainant's submission that the ccSLD '.co.in' should be disregarded for the purpose of comparison and similarity since it is a technical requirement of registration of domain names, and thus the Disputed Domain Name <creditninja.co.in> is identical to the CREDITNINJA Mark as well as the Complainant's domain name <creditninja.com>.



In view of the Complainant's submissions and the documents placed on record, it may be stated that the disputed domain name <creditninja.co.in> is confusingly similar to the Complainant's trade mark 'CREDITNINJA' and completely incorporates the said trade mark of the Complainant. It has been held by prior panels deciding under the INDRP that there exists confusing similarity where the disputed name incorporates the Complainant's trade mark, such as *Kenneth Cole Productions v. Viswas Infomedia INDRP/093*, *Indian Hotel Companies Limited v. Mr. Sanjay Jha, INDRP/148 <Gingerhotels.co.in>*, *Carrier Corporation, USA v. Prakash K.R. INDRP/238 <Carrier.net.in>*, *M/s Merck KGaA v. Zeng Wei INDRP/323 <Merckchemicals.in>*, *Colgate-Palmolive Company & Anr. v. Zhaxia INDRP/887 <Colgate.in>* and *The Singer Company Limited v. Novation In Limited INDRP/905 <singer.co.in>*.

It may further be stated that the disputed domain name <creditninja.co.in> is also similar/ identical to Complainant's domain name/ website <creditninja.com>.

In view of the aforesaid, the Arbitrator accepts that the Complainant's rights in its trademark 'CREDITNINJA' under Paragraph 4(a) of the INDRP has been established.

ii. **The Registrant has no rights and legitimate interest in respect of the domain name (Paragraph 4(b) and Paragraph 6 of the .IN Domain Name Dispute Resolution Policy)**

As per paragraph 6 of the Policy, a Registrant may show legitimate rights and interests in a domain name, by demonstrating any of the following circumstances:

(a) *before any notice to the Registrant of the dispute, the Registrant's use of, or demonstrable preparations to use the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services;*

(b) *the Registrant (as an individual, business, or other organization) has been commonly known by the domain name, even if the Registrant has acquired no Trademark or Service Mark rights; or*



(c) the Registrant is making a legitimate non-commercial or fair use of the domain name, without the intention of commercial gain by misleadingly or diverting consumers or to tarnish the Trademark or Service Mark at issue.

In this regard, Complainant has established its rights over the CREDITNINJA mark as per the requirements of the INDRP and has contended the below points, with substantiating arguments, regarding Respondent's lack of legitimate rights (i.e. it is not making any legitimate, non-commercial, or fair use of the Disputed Domain Name):

- a. Complainant has never authorized the Respondent to use the CREDITNINJA Mark in relation to any goods or services;
- b. Website hosted at the Disputed Domain Name is a look-alike website with identical layout and content to the Complainant's website;
- c. No company name mentioned and fake credentials provided on the Impugned Website;
- d. Respondent is not making any bona fide offerings and is only attempting to mislead/divert consumers through the Impugned Website;
- e. Respondent is attempting to mislead/divert consumers by creating false impression of association with the Complainant;
- f. Respondent is not commonly known by the Disputed Domain Name and does not have any trademark rights in Disputed Domain Name;

Arbitrator accepts these contentions, especially in light of the fact of the identicalness between the Complainant's CREDITNINJA trademark and its domain name <creditninja.com>, with the disputed domain name. Whereas, the Respondent has not taken part in the proceedings, and has not been able to establish any of the conditions pre-requisite for considering a registrant's rights and legitimate interests in a domain name as set out under Paragraph 6 of the INDRP.

The Complainant has established a prima facie case of its rights in the mark CREDITNINJA, and has referred to several Panel decisions as well as WIPO decisions in favour (including with respect to its own trademarks) of its contentions and arguments. Therefore, in accordance with the holding of previous panels under the INDRP, the evidentiary burden shifted to the Registrant (Respondent) to rebut the showing by

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providing evidence of its rights or interests in the domain name, which it has failed to do in the current proceedings.

In view of the aforesaid, the Arbitrator accepts the Complainant's claim that the Respondent has no rights or legitimate interests in the disputed domain name in accordance with Paragraph 4(b) of the INDRP.

iii. **The Registrant's domain name has been registered or is being used in bad faith (Paragraph 4(c) and Paragraph 7 of the INDRP)**

The Complainant has contended the below points, with substantiating arguments, regarding Respondent's registration and/or use of the disputed domain name in bad faith:

- a. Illegitimate and fraudulent copying of Complainant's website, trademarks, images, content and web-layout;
- b. False, misleading, and fake content and assertions on the website;
- c. Lack of bona fide offerings or business on the website;
- d. Masked / incomplete particulars in WhoIs records;
- e. Respondent had prior and undeniable knowledge of the Complainant and its CREDITNINJA Mark at the time of registering the Disputed Domain Name;

In view of the above submissions, specifically the similarity/ identicalness in the content hosted on the website on the disputed domain name and the usage of identical trademarks, Arbitrator finds that the Respondent's registration and use of the disputed domain name, therefore, prima facie does not appear to be bona fide and appears intended to deceive the lay public and trade off on the Complainant's reputation. It is pertinent to mention, also, that the Respondent has not submitted any reply nor rebuttal to the Complainant's contentions, or evidence in support of its bona fide registration or use of the disputed domain name.

Based on the submissions and documents placed on record, it prima facie appears that the Respondent is engaged in conduct enumerated in paragraph 7(c) of the Policy, namely "*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*".

Aurant Kane

In view of the aforesaid, the Arbitrator concludes that the Complainant has satisfactorily proved the requirements of Paragraph 4(c) and Paragraph 7 of the INDRP.

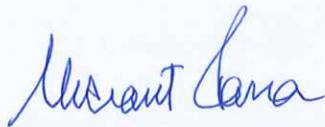
10. Decision

Based upon the facts and circumstances and further relying on the materials as available on the record, the Arbitrator is of the view that the Complainant has statutory and proprietary rights over the trade mark 'CREDITNINJA'. The Complainant has herein been able to prove conclusively that:

- i. The Registrant's domain name is identical and confusingly similar to a name, trade mark or service mark in which the Complainant has rights;
- ii. The Registrant has no rights and legitimate interest in respect of the domain name;
- iii. The Registrant's domain name has been registered or is being used in bad faith.

The Arbitrator therefore allows the prayer of the Complainant and directs the .IN Registry to transfer the domain <creditninja.co.in> to the Complainant.

The Award is accordingly passed and the parties are directed to bear their own costs.



Vikrant Rana, Sole Arbitrator

Date: February 03, 2023.

Place: New Delhi, India.