



BEFORE ALOK KUMAR JAIN, SOLE ARBITRATOR  
.IN REGISTRY  
NATIONAL INTERNET EXCHANGE OF INDIA(NIXI)  
INDRP ARBITRATION  
INDRP Case No. 1832

Disputed Domain Name: < BAKERTILLY.CO.IN >

ARBITRATION AWARD

Dated 7.6.2024

IN THE MATTER OF:

CCBP Limited  
Bakertilly International Ltd.

registered office at

2 London Wall Place, London, EC2Y 5AU,

United Kingdom

Complainant

Versus

Anil Moolya  
2nd Floor, 29 Hazarimal,  
Esplanade House ,Somani Marg,

Fort, Mumb. Maharashtra, 400001

Respondent

1. The Parties

The Complainants in this administrative proceedings are CCBP Limited whose registered office is at 2 London Wall Place, London, EC2Y 5AU, United Kingdom ("**CCBP**") and Baker Tilly International Limited whose registered office is at 2 London Wall Place, London, England, EC2Y 5AU ("**Baker Tilly**") (CCBP and Baker Tilly, together, the "**Complainants**"). The Complainants' authorized representative in this administrative

proceeding is Kate Swaine, Gowling WLG (UK) LLP ,Two Snowhill, Birmingham, B4 6WR, United Kingdom Telephone:+447921881382

Email: Kate.Swaine@gowlingwlg.com

12 The Complainants' preferred method of communications directed to the Complainants in this administrative proceeding is Jasmine.Lalli@gowlingwlg.com

Respondent in these proceedings is **Anil Moolya** , 2nd Floor, 29 Hazarimal, Esplanade House Somani Marg, Fort, Mumb, Maharashtra, 400001 Telephone: (91).9967869614 ,Email: anil.moolya@bakertilly.co.in

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

The disputed domain name <bakertilly.co.in>, is registered with Godday.com LLC, The abuse contact email for the Registrar is abuse@godaddy.com, care@services.godaddy.com .

**Procedure 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") which were approved in accordance with the Indian Arbitration and Conciliation Act, 1996. By registering the Disputed Domain Name with a NIXI accredited Registrar, the Respondent agreed to the resolution of disputes pursuant to the said Policy and the Rules.

As per the information received from NIXI, the history of the proceedings is as follows:

*Abhishek Kumar Jain*

3.2. The Complaint was filed by the Complainant with NIXI against the Respondent . On 26.3.2024 I was appointed as Sole Arbitrator to decide the disputes between the parties. I submitted statement of Acceptance and Declaration of Impartiality and Independence as required by rules to ensure compliance with Paragraph 6 of the Rules. NIXI notified the Parties of my appointment as Arbitrator *via* email dated 26.3.2024 and served by email an electronic Copy of the Complainant with Annexures on the Respondent at the email addresses of the Respondent.

3.3. The Complaint received by the tribunal did not contain complete details of the Respondent. Accordingly the tribunal directed the Complainant vide email dated 26.3.2024 to provide particulars of the Respondent and file updated complaint. Thereafter complainant filed updated complaint on 15.4.2024. Accordingly on 16.4.2024 I issued notice to the parties vide email dated 16.4.2024 directing the Complainant to serve complete set of Complaint on the Respondent in soft copies as well as in physical via courier /Post. The Respondent was directed to file its response with in 10 days from the date of notice. The Respondent filed its preliminary reply dated 3.5.24 and final reply dated 21.5.24 .Thereafter tribunal directed the Complainant to file its response to the said replies of the Respondent. However the Complainant informed the tribunal vide its email dated 3.6.24 that it has elected not to

file any response to these replies of the Respondent. In these circumstances I intimated the parties that now the matter will be decided on its own merit considering the material on record. Accordingly now the complaint is being decided on merit. No personal hearing was requested by any parties. Both the parties have been given sufficient opportunity to file their respective responses.

3.4. Clause 8(b) of the INDRP Rules 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. The tribunal had given fair opportunity to both the parties to present their respective case.

3.5 Further Clause 13(a) of the Rules provides 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 the Tribunal proceeds to decide the complaint on merit in accordance with said Act, Policy and Rules.

*Alok Kumar Jain*

**Discussions and findings:**

The Complainant has invoked Clause 4 of the Policy to initiate the Arbitration Proceeding.

Clause 4 of the INDRP Policy provides as under:

**4.Class of disputes:**

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 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 in bad faith.

Therefore in order to succeed in the Complaint, the Complainant has to satisfy inter alia all the three conditions provided in clauses 4(a),4(b) and 4(c) quoted above.

**4.1**

The Complainant has stated in the complaint that Baker Tilly was founded in 1987, as a consulting and public accounting firm. Today, Baker Tilly operates a worldwide network of independent high quality professional services firms (the "Network"). The Network has 658 offices in 141 territories. Baker Tilly announced global revenues of \$5.2 billion (USD) for the financial year ending 31 December 2023.

CCBP is the registered proprietor for numerous global trade mark registrations comprising the words "BAKER TILLY". CCBP has granted a licence to use the "BAKER TILLY" trade marks, including the right to sub-licence to Baker Tilly. Baker Tilly and the Network make use of BAKER TILLY in their company name, and Baker Tilly uses www.bakertilly.global as its primary top level domain name. The Complainants' incorporation certificates is **Annex 1**. Baker Tilly launched its website www.bakertilly.global on 30 March 2017 as evidenced by who.is search results shown at **Annex 2**. Baker Tilly has made considerable investments in the Indian market. It has a dedicated Indian services team that combines its understanding of the local Indian market, business practices, and the business environment with industry knowledge and professional expertise to help companies expanding their operations into India, as well as Indian companies looking to do business globally.

The Complainant stated that the infringing Domain Name incorporates the well-known "BAKER TILLY" trade mark in its entirety. Consequently, the Domain Name may be considered as identical to the "BAKER TILLY" trade mark which heavily implies the site is operated either by the Complainants, authorised by the Complainants or in affiliation as such the disputed domain name is identical or confusingly similar to the complainant mark BAKER TILLY.

The Complainant further stated that the Complainant has not authorised the Respondent to use the same and as such the disputed domain is registered in bad faith.

On the other hand the Respondent stated in its reply that the present reply has been filed by the Respondent on behalf of the company referred to in the said reply. It is further stated that the company became Indian Member firm of the Baker Tilly US LLP vide collaboration agreement dated 29.3.2022 read with Operating agreement dated 10.6.2022. In view thereof the Company legitimately operated its consultancy business under the brand name Baker Tilly till October 2023 on the basis of valid license obtained from Baker Tilly US LLP. It is further stated that it was during the tenure of this association between the company and Baker Tilly US LLP, ie. On 31.5.2022 that the Respondent duly purchased the license of the domain registration of 'Baker Tilly .co.in ' on behalf of the Company against a valid consideration amount which was also duly acknowledged and appreciated by the management of the Baker Tilly US LLP. It is further stated by the Respondent that the domain name 'Baker Tilly.co.in' as licensed by the Respondent on behalf of the company from a web portal ' GO Daddy ' on 31.5.2022 and thereafter renewed on 10.4.2023 is valid till 10.4.2025 .It is further stated in the replies that the domain name has been inactive since the association between the company and the Baker Tilly US LLP

has ceased and there is no malafide use of the domain name. Respondent submits that the data transfer from the website is still going on ,for the protection of its data and internal records, the transfer of the domain name would be concluded by the date of expiry of license of domain name.i.e.by 10.4.2025.

The Respondent further stated that it has never agreed to any arbitration clause or agreement with the complainant and as such present arbitration proceedings are untenable.

I have gone through the complaint and replies of the Respondent and have perused all the documents on record.

It is evident from above and documents annexed with the complaint that the complainant has sufficiently established its rights in and to the ownership of the **BAKER TILLY** Trademarks.

Before deciding the disputes it is necessary to deal with the preliminary objection of the Respondent that this tribunal has no jurisdiction to decide the disputes as there is no arbitration agreement between the parties.

The Contention raised by the Respondent that this tribunal has no jurisdiction as there is no arbitration agreement between the parties is merit less because the disputed domain is registered with NIXI accredited registrar 'GO Daddy.com,LLC'. And by registering the Disputed Domain

Name with a NIXI accredited Registrar, the Respondent agreed to the resolution of disputes in accordance with .IN Domain Name Dispute Resolution Policy (the "Policy"). Accordingly I hold that this tribunal has jurisdiction to adjudicate upon the present disputes between the complainant and the Respondent.

The Respondent admits the rights of the complainant in the mark **BAKER TILLY**. However the Respondent had asserted that it has purchased the said domain name under a valid license from the Complainant during its association with **BAKER TILLY**. The collaboration agreement dated 29.3.2022 read with Operating agreement dated 10.6.2022 as referred by the Respondent in its reply are not on record. However the averments made in the replies of the Respondent have not been rebutted by the Complainant as the Complainant has elected for not filing any response to these replies of the Respondent. In these circumstances it can not be said that the Respondent was making unauthorised use of the domain name or that the domain name was registered in the bad faith. However it is also admitted by the Respondent that its Association with Complainant ceased to exist since October 2023. Therefore , after October 2023 the Respondent lost its right to use the domain name. And the continuance of domain name with the Respondent became unauthorised and

its registration became registration in bad faith. Respondent submits that the said domain name has been inactive since thereafter and is not being used by the Respondent for commercial exploitation. Further the contention of the Respondent that it has valid license in respect of the disputed domain name till 10.4.2025 and data transfer can be completed by only by 10.4.2025 is unpersuasive and merits rejection as admittedly the Respondent lost its rights in the domain in October 2023. As such after October 2023 the Respondent has no right to retain the disputed domain name. In the totality of the circumstances it will be just if the disputed domain is directed to be transferred to the Complainant as the Respondent is not having any right in the said domain after October 2023.

### **Decision**

In view of the foregoing, In accordance with the INDRP Policy and Rules, I direct that the Disputed Domain Name registration be transferred to the Complainant.

Delhi  
Dated 7.06.2024

*Alok Kumar Jain*  
Alok Kumar Jain  
Sole Arbitrator