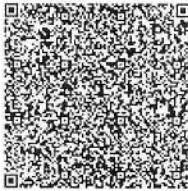


Government of National Capital Territory of Delhi

Certificate No.	: IN-DL53770012230370Y
Certificate Issued Date	: 14-Jul-2026 12:48 PM
Account Reference	: IMPACC (IV)/ dl984903/ DELHI/ DL-SAD
Unique Doc. Reference	: SUBIN-DL98490313833496233271Y
Purchased by	: PRAVEEN KUMAR JAIN
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRAVEEN KUMAR JAIN
Second Party	: Not Applicable
Stamp Duty Paid By	: PRAVEEN KUMAR JAIN
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



**BEFORE THE SOLE ARBITRATOR
MR. PRAVEEN KUMAR JAIN, ADVOCATE
INDRP CASE NO. 2117**

Barry Callebaut AG & Barry Callebaut Belgium NV
and
Sujith Nair

...Respondent

ARBITRAL AWARD DATED 13-07-2026

Placee Mr. /

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

[illegible]

BEFORE THE SOLE ARBITRATOR
MR. PRAVEEN KUMAR JAIN, ADVOCATE
INDRP CASE NO. 2117

In the arbitration between:

1. Barry Callebaut AG

Hardturmstrasse 181, 8005 Zurich
Switzerland

2. Barry Callebaut Belgium NV

Aalstersestraat 122, 9280 Lebbeke-Wieze
Belgium

Email- adamt@adlexsolicitore.co.uk

...Complainants

and

Sujith Nair

The Ruby Tower

Senapati Bapat Marg, Dadar (West), Mumbai – 400028

Maharashtra, India

Email- sujith3.nair@in.ey.com

...Respondent

ARBITRAL AWARD DATED 13-07-2026

A. INTRODUCTION:

1. The above-titled Complaint dated 05-05-2026 has been filed by the Complainants, namely Barry Callebaut AG and Barry



Praveen M. J.

Callebaut Belgium NV, for adjudication of the domain name dispute in accordance with the *.IN Domain Name Dispute Resolution Policy* (hereinafter referred to as "the Policy") and the *INDRP Rules of Procedure* (hereinafter referred to as "the INDRP Rules"), as adopted by the .IN Registry – *National Internet Exchange of India* (hereinafter referred to as "the Registry"). The disputed domain name <barry-callebaut.co.in> is registered with the Registrar, namely GoDaddy.com, LLC, as per the records provided by the Registry. The domain name was created on 10-11-2025 and is set to expire on 10-11-2026. The disputed domain name is registered in the name of Sujith Nair, the Respondent herein.

B. PROCEDURAL HISTORY:

I. Appointment of the Sole Arbitrator:

1. *Vide* its email dated 30-04-2026, the Registry sought consent for the appointment of the undersigned as the Sole Arbitrator to adjudicate the above-stated domain name dispute between the parties. *Vide* email dated 01-05-2026, the undersigned had confirmed to the Registry the absence of any conflict of interest in taking up the matter.
2. *Vide* email dated 04-05-2026, the undersigned duly furnished to the Registry a signed Statement of



Praveen W. J.

Acceptance and Declaration of Impartiality and Independence dated 04-05-2026 in the format prescribed by the Registry under the INDRP Rules of Procedure.

3. Thereafter, *vide* email dated 05-05-2026, the Registry informed all parties that the undersigned had been appointed as the Sole Arbitrator to adjudicate the dispute pertaining to the domain name <barry-callebaut.co.in>, and accordingly, the matter was assigned INDRP Case No. 2117.

II. Notice to the Parties and Order dated 15-05-2026:

4. *Vide* Order dated 15-05-2026, a Notice was issued under Rule 5(c) of the INDRP Rules of Procedure, by which:
(i) the Complainants were directed to file a properly signed Complaint and thereafter serve a complete set of the Complaint dated 05-05-2026, along with all annexures, upon the Respondent in soft copy *via* email and in hard copy through Registered/ Speed Post or International Courier Service at the address reflected in the WHOIS record, and to furnish proof of such service before this Tribunal within ten (10) days; (ii) the Complainants were further directed to file a duly notarised or apostilled Power of Attorney, Certificate of Incorporation, and documents evidencing the authority



Praaveen W. J.

of the signatories executing the Power of Attorney on behalf of the Complainants within ten (10) days; and (iii) the Respondent was directed to file a detailed, para-wise written Response along with supporting documents within ten (10) days from the date of receipt of the Complaint, failing which the matter would be liable to be proceeded with *ex parte* in accordance with the INDRP Rules of Procedure.

5. In terms of the said Notice, an additional Declaration of Independence, Impartiality and Availability under Section 12 read with the Sixth Schedule of the Arbitration and Conciliation Act, 1996, dated 15-05-2026, was also enclosed and communicated to the parties.

III. Procedural Order dated 11-06-2026:

6. Upon perusal of the record and taking note of the communications placed on file, it was observed *vide* Order dated 11-06-2026 that the Complainants had, *vide* email dated 29-05-2026, informed this Tribunal that a duly signed Complaint had been filed and that the complete set of the Complaint along with annexures and supporting documents had been served upon the Respondent both in soft copy *via* email and in hard copy.



Praveen W. J.

through courier service. Proof of such service, including an Affidavit of Service, was placed on record.

7. It was further observed in the Order dated 11-06-2026 that the Complainants had, *vide* email dated 29-05-2026, filed a duly notarised and apostilled Power of Attorney dated 19-05-2026 executed jointly by Barry Callebaut AG and Barry Callebaut Belgium NV, together with apostilled Commercial Register extracts evidencing the legal existence of the Complainants and the authority of the signatories executing the Power of Attorney. These documents were taken on record.
8. It was also observed in the Order dated 11-06-2026 that the Respondent, *vide* email dated 22-05-2026, had acknowledged the proceedings, denied the allegations contained in the Complaint, reserved his right to file a detailed Response, and further stated that he had no objection to the transfer of the disputed domain name to the Complainants. However, despite having knowledge of the proceedings, the Respondent failed to file any formal Response within the period prescribed under the Order dated 15-05-2026 or at any time thereafter. Accordingly, the Respondent's right to file a Response was closed. It was, however, directed that the Respondent's email dated 22-05-2026 shall remain part



Praveen W. J.

of the record and be considered to the extent relevant while adjudicating the Complaint on merits.

9. Thereafter, *vide* email dated 16-06-2026, the Complainants informed this Tribunal that the parties had executed a Settlement Agreement in respect of the disputed domain name and requested that an Award be passed recording the settlement and directing transfer of the disputed domain name to the First Complainant. A duly executed Settlement Agreement dated 16-06-2026, signed by both the Complainants and the Respondent, was also placed on record.

10. Under the terms of the Settlement Agreement dated 16-06-2026, the parties agreed that the disputed domain name <barry-callebaut.co.in> shall be transferred to Barry Callebaut AG, the First Complainant, and that the present proceedings shall stand terminated upon completion of such transfer. The parties further agreed that neither party makes any admission and that all rights and contentions stand reserved.

C. THE COMPLAINANTS' CASE:

I. Introduction of the Complainants:

1. The Complainants, namely Barry Callebaut AG and Barry Callebaut Belgium NV, are companies duly



Praveen W. J.

incorporated and subsisting under the laws of Switzerland and Belgium respectively. The First Complainant, Barry Callebaut AG, has its registered office at Hardturmstrasse 181, 8005 Zurich, Switzerland. The Second Complainant, Barry Callebaut Belgium NV, has its registered office at Aalstersestraat 122, 9280 Lebbeke-Wieze, Belgium. The Complainants form part of the Barry Callebaut Group, one of the world's leading manufacturers of high-quality chocolate and cocoa products. The Group was established in 1996 following the merger of the French company Cacao Barry and the Belgian company Callebaut and has since continuously conducted business worldwide under the name and trademark BARRY CALLEBAUT.

2. The Complainants have placed on record documentary evidence establishing their legal existence, corporate status, trademark rights and commercial activities. The Complaint is founded upon various trademark registrations for the mark BARRY CALLEBAUT, including Swiss Trademark Registration No. 453449 registered on 28-07-1998, Swiss Trademark Registration No. 561861 (device mark) registered on 06-09-2007, Indian Trademark Registration No. 1460183 registered on 08-06-2006, and Indian Trademark Registration No. 1835900 (device mark) registered on



Praveen Jain

02-07-2009. These registrations substantially predate the registration of the disputed domain name on 10-11-2025.

3. It is further stated that the trademark BARRY CALLEBAUT has acquired substantial goodwill, reputation and distinctiveness through extensive and continuous use across numerous jurisdictions worldwide. The Complainants submit that the Barry Callebaut Group operates in more than forty countries, employs over thirteen thousand persons globally, maintains numerous production facilities and chocolate academies across the world, and has been carrying on business in India for several years. The Complainants further own and operate various domain names and online platforms incorporating the trademark BARRY CALLEBAUT and assert that the mark is exclusively associated with the Complainants and their business activities in the minds of consumers and members of the trade.

II. The Disputed Domain Name and the Respondent's Use Thereof:

4. The disputed domain name <barry-callebaut.co.in> was registered on 10-11-2025 by the Respondent, Sujith Nair, with the Registrar GoDaddy.com, LLC. The



Praveen W. J.

WHOIS record reflects the Respondent's name as Sujith Nair, organisation as EY, address as The Ruby Tower, Senapati Bapat Marg, Dadar (West), Mumbai, Maharashtra, India, and contact email as sujith3.nair@in.ey.com. The Respondent has not disputed the correctness of the WHOIS particulars or his status as the registrant of the disputed domain name.

5. The disputed domain name incorporates in its entirety the trademark BARRY CALLEBAUT and is identical to the dominant and distinctive element of the Complainants' trade name and trademark. The Complainants have placed on record screenshots and other documentary material showing that the disputed domain name was configured with active mail exchange (MX) records and was capable of being used for email communications. The Complainants contend that the disputed domain name was registered without their authorisation, licence or consent and creates a likelihood of confusion with the Complainants and their well-known BARRY CALLEBAUT trademark. At the time of filing of the Complaint, the disputed domain name was not being used for any active website and resolved to an inactive webpage (passive holding). The Respondent, while denying the allegations contained in the Complaint, has stated in his email dated 22-05-2026



Praveen W. J.

that the disputed domain name was created as part of an authorised security simulation exercise and has further expressed that he has no objection to the transfer of the disputed domain name to the Complainants.

III. Grounds asserted in the Complaint:

6. The Complainants have asserted that the three cumulative conditions under Clause 4 of the INDRP Policy are satisfied, as follows: (a) the disputed domain name is identical and/or confusingly similar to the trademark BARRY CALLEBAUT; (b) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and (c) the disputed domain name was registered and is being used in bad faith. Accordingly, the Complainants have prayed for the transfer of the disputed domain name <barry-callebaut.co.in> to the First Complainant under Clause 11 of the Policy.
7. During the pendency of the proceedings, the parties entered into a Settlement Agreement dated 16-06-2026, whereby they agreed that the disputed domain name <barry-callebaut.co.in> shall be transferred to Barry Callebaut AG, the First Complainant. The parties further requested this Tribunal to pass an Award recording the



Praaveen W./r

settlement and directing transfer of the disputed domain name in terms thereof.

D. THE RESPONDENT'S RESPONSE:

1. Upon receipt of the Complaint and the communications issued by this Tribunal, the Respondent, *vide* email dated 22-05-2026, addressed a communication to the Complainants, the Registry and this Tribunal. In the said communication, the Respondent stated that the disputed domain name had been created as part of an authorised security simulation exercise, denied the allegations contained in the Complaint, reserved his right to file a detailed Response and objections, if required, and further stated that he had no objection to the transfer of the disputed domain name <barry-callebaut.co.in> to the Complainants.
2. Although the Respondent did not thereafter file any formal Response, para-wise written statement, or supporting documents in terms of the directions issued by this Tribunal, the aforesaid communication dated 22-05-2026 was taken on record and considered for the purposes of the present proceedings.
3. Thereafter, during the pendency of the present proceedings, the Respondent entered into a Settlement Agreement dated 16-06-2026 with the Complainants. Under the terms of the



Praveen W. J.

Settlement Agreement, the parties agreed that the disputed domain name, <barry-callebaut.co.in>, shall be transferred to Barry Callebaut AG, the First Complainant. The Respondent further confirmed that he does not own or control any other domain names that are identical or confusingly similar to the BARRY CALLEBAUT mark and undertook not to register any such domain names in the future. A copy of the aforesaid Settlement Agreement is reproduced hereinbelow:

IN THE MATTER OF INDRP CASE NO 2117: INDRP DOMAIN DISPUTE COMPLAINT
RELATING TO THE DOMAIN NAME - "BARRY-CALLEBAUT.CO.IN"

SETTLEMENT AGREEMENT

The Parties have agreed to settle the above proceeding on the following terms:

1. The proceeding shall be suspended for 14 days.
2. The disputed domain name shall be transferred to Barry Callebaut AG, the First Complainant.
3. The proceeding shall be terminated upon completion of said transfer.
4. Neither party makes any admissions and both parties reserve their rights.
5. The Respondent warrants that it does not own or control any other domain names that are identical or similar to the mark BARRY CALLEBAUT and will not register any such domain names in future that are identical or similar to the mark BARRY CALLEBAUT.



Adlex Solicitors - for Complainant

Date: 16/6/26



Sujith Nair - Respondent

Date: 16-06-2026

4. In view of the Settlement Agreement executed between the parties and placed on record, the present dispute survives only for the limited purpose of recording the settlement and passing an appropriate Award in terms thereof.





E. REASONING AND FINDINGS OF THE TRIBUNAL:

I. Applicable Law and Rules of Procedure:

1. This Arbitral Tribunal is mindful of the legal position that, in accordance with Section 19(1) of the Arbitration and Conciliation Act, 1996 (hereinafter "the Act"), it is not bound by the provisions of the Code of Civil Procedure, 1908, or the Bharatiya Sakshya Adhiniyam, 2023. Further, Section 19(3) of the Act provides that, failing any agreement between the parties, the arbitral tribunal may conduct the proceedings in such manner as it considers appropriate. Section 19(4) of the Act vests the arbitral tribunal with the power to determine the admissibility, relevance, materiality and weight of any evidence. Rule 13(d) of the INDRP Rules similarly empowers the Arbitrator to determine the admissibility, relevance, materiality and weight of evidence. It has, however, been consistently held by courts of law that, while arbitral tribunals are not bound by the strict rules of evidence, they must adhere to the basic principles of natural justice.
2. The Tribunal notes that it has not insisted upon strict compliance with the requirements relating to proof of electronic records for the emails, screenshots, WHOIS records and other electronic material placed on record,



Praveen Kumar Jain

having regard to the summary nature of proceedings under the INDRP Policy and the detailed documentary record filed by the parties.

3. Rule 18 of the INDRP Rules provides that an Arbitrator shall decide a Complaint on the basis of the pleadings submitted and in accordance with the Arbitration and Conciliation Act, 1996, the INDRP Rules, the .IN Domain Name Dispute Resolution Policy and any applicable law.
4. Rule 17 of the INDRP Rules provides that in the event any party breaches the provisions of the INDRP Rules and/or directions of the Arbitrator, the matter may be decided *ex parte* and such arbitral award shall be binding in accordance with law.
5. Section 30 of the Arbitration and Conciliation Act, 1996 recognises and encourages settlement of disputes by the parties during arbitral proceedings and empowers the arbitral tribunal, where requested by the parties and where not opposed by the tribunal, to record the settlement in the form of an arbitral award on agreed terms.
6. The Tribunal notes that the Respondent, *vide* email dated 22-05-2026, participated in the proceedings,



Praveen W. J.

communicated his position regarding the disputed domain name and stated that he had no objection to the transfer of the disputed domain name to the Complainants. Thereafter, during the pendency of the proceedings, the parties executed a Settlement Agreement dated 16-06-2026 and jointly requested that an Award be passed recording the settlement and directing transfer of the disputed domain name <barry-callebaut.co.in> to Barry Callebaut AG, the First Complainant.

7. Having perused the Settlement Agreement dated 16-06-2026 and the communications exchanged between the parties, this Tribunal is satisfied that the settlement has been voluntarily entered into by the parties and that the terms thereof are neither unlawful nor contrary to the INDRP Policy, the INDRP Rules or any applicable law. Accordingly, this Tribunal proceeds to record the settlement and pass an Award in terms thereof.

F. DECISION:

1. Having carefully examined the Complaint dated 05-05-2026, the annexures and documentary material placed on record, the procedural orders passed during the course of the proceedings, the communications exchanged between the



Praveen W. J.

parties, the Settlement Agreement dated 16-06-2026 executed by the Complainants and the Respondent, and the WHOIS details of the disputed domain name <barry-callebaut.co.in>, and having considered the .IN Domain Name Dispute Resolution Policy, the INDRP Rules of Procedure, and the applicable provisions of the Arbitration and Conciliation Act, 1996 (as amended), this Tribunal is satisfied that the parties have amicably resolved their dispute and have jointly requested that an Award be passed in terms of the Settlement Agreement.

2. The Tribunal has perused the Settlement Agreement dated 16-06-2026 and finds that the same has been voluntarily entered into by the parties and that the terms thereof are not contrary to the .IN Domain Name Dispute Resolution Policy, the INDRP Rules of Procedure, or any applicable law.
3. Accordingly, the Settlement Agreement dated 16-06-2026 is hereby taken on record and shall form part of this Award. The disputed domain name <barry-callebaut.co.in> shall stand transferred to Barry Callebaut AG, the First Complainant, in accordance with the terms of the Settlement Agreement and Clause 11 of the .IN Domain Name Dispute Resolution Policy.



Praveen W. J.

G. RELIEF:

1. In view of the foregoing findings, reasons, conclusions and the Settlement Agreement dated 16-06-2026 executed between the parties, this Tribunal hereby records the settlement arrived at between the Complainants and the Respondent. Accordingly, it is ordered that the disputed domain name <barry-callebaut.co.in> be transferred from the Respondent, Sujith Nair, to Barry Callebaut AG, the First Complainant, in accordance with the Settlement Agreement dated 16-06-2026 and Clause 11 of the .IN Domain Name Dispute Resolution Policy.
2. The Registry and the concerned Registrar are to take all necessary steps for giving effect to the aforesaid transfer in accordance with the .IN Domain Name Dispute Resolution Policy and the applicable procedures governing .IN domain names.
3. In view of the aforesaid Settlement Agreement, each party shall bear its own costs.

H. DISPOSITION AND DIRECTIONS:

1. In terms of Rule 20 of the INDRP Rules, the original signed copy of this Award shall be forwarded to the Registry. The



Praveen W. J.

parties may obtain certified copies of the Award from the Registry, if so required.

2. This Award records the Settlement Agreement dated 16-06-2026 executed between the Complainants and the Respondent and shall be binding upon the parties in accordance with Section 30 of the Arbitration and Conciliation Act, 1996 and the applicable provisions of the INDRP Policy and the INDRP Rules.
3. This Award has been executed on stamp paper of ₹100/-. Any deficiency in stamp duty, if applicable, shall be borne and paid by the concerned party in accordance with applicable law.

I. PRONOUNCEMENT:

This Award is signed and pronounced by me at New Delhi, India, on this 13th day of July, 2026.

New Delhi

13-07-2026



(Praveen Kumar Jain)
The Sole Arbitrator