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BEFORE THE INTERNET EXCHANGE OF INDIA  
ARBITRATION AWARD

ARBITRATOR : S SRIDHARAN

Credit Industriel et Commercial S.A  
& another --- Complainants

- Vs -

Domains Masters / Suwel Poon

--- Respondent

Sethuraman

Arbitrator

**BEFORE THE INTERNET EXCHANGE OF INDIA**

**ARBITRATION AWARD**

**ARBITRATOR: S.SRIDHARAN**

**DATED: 03<sup>rd</sup> July 2011**

1. **CREDIT INDUSTRIEL ET COMMERCIAL S.A**
2. **CM-CIC SECURITIES** ... **Complainants**

**Versus**

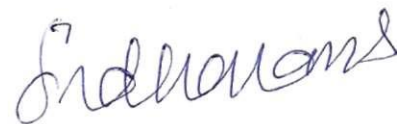
**DOMAINS MASTERS / Juwel Poon** ... **Respondent**

**1. The Parties**

- 1.1 The first complainant CREDIT INDUSTRIEL ET COMMERCIAL S.A. (in summary CIC) is a limited company registered under the laws of France under n° 542 016 381 R.C.S PARIS. The second complainant CM-CIC SECURITIES is a French limited partnership registered under n° 467 501 359 R.C.S PARIS. Both the Complainants have a place of business at 6, avenue de Provence 75009 PARIS, FRANCE. The complainants are represented by MEYER & Partenaires, Patent and Trademark Attorneys, Bureaux Europe- 20 Place des Halles, 67000 STRASBOURG.

- 1.2 Respondent is Juwel Poon, Domains Masters 50-D New Delhi.

**The Domain Name and Registrar**



- 1.3 The disputed domain name < [www.cic-securities.in](http://www.cic-securities.in) > is registered with A to Z Domains Solutions Pvt. Ltd.

## **2. Procedural History**

- 2.1 On 14<sup>th</sup> March 2011, NIXI asked me about my availability and consent to take up the Complaint for arbitration. On 15<sup>th</sup> March 2011, I informed my availability and consent. I also informed NIXI that I had no conflict of interest with either of the parties and could act independently and impartially.
- 2.2 On 18<sup>th</sup> March 2011, I received hardcopy of the Complaint along with Annexures.
- 2.3 On 21<sup>st</sup> March 2011, I issued by email a Notice to the Respondent setting forth the relief claimed in the Complaint and directing him to file his reply to the Complaint within 15 days. I also sent an email about my appointment to arbitrate the complaint to the Complainant and asked the Complainant to send a soft copy of the complaint to me.
- 2.4 On 22<sup>nd</sup> March 2011, I received a soft copy of the Complaint from the Complainant.
- 2.5 Respondent has not filed any response till this date.
- 2.6 Email is the medium of communication of this arbitration and each email is copied to all, Complainant, Respondent and NIXI.

## **3. Factual Background**

### **A Complainant**





3.1 The first Complainant is a French banking group tracing its origin back to 1859. It comprises five regional banks and has about 4.3 million clients with a network of 2164 branches in France. The first Complainant is dealing with private banking, capital-development, financial banking and network support trades. It has also an international presence and frame through branches displayed all over the world: Europe (15 branches), Africa (4 branches), Latin America (5 branches), North America (1 branch) and Asia (11 branches). The first Complainant owns branches in countries such as USA, India, Great Britain, Greece, Lebanon, Brazil, and China. CIC is the acronym, the trade name and the trademark used by the first Complainant since its origin. The first Complainant has also web site at <http://www.cic.fr> since 2000.

3.2 The second complainant is one of the subsidiaries of the first Complainant. Its former trade name was CIC SECURITIES, formerly named EUROPEENNE D'INTERMEDIATION FINANCIERE ET BOURSIERE – E.I.P.B. The first Complainant was acquired by the Credit Mutuel group (also named CM) in 1998. The second Complainant got its current name after this acquisition. The second Complainant caters to the needs of institutional investors, private asset management companies and issuers. It offers brokerage services on equities, bonds, options and futures and also provides direct access to all European markets. It also operates in the Asian and North American as an order collector.

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3.3 Therefore, these Complainants have sufficient amount interest in the disputed domain name < cic-securities.in >. Consequently, in view of its trademarks' infringes, the Complainants decided to submit this matter to .IN Registry.

3.4 CIC is the trade name and the acronym of the first Complainant, used in commerce since 1859. First Complainant is the registered owner of a large number of trademarks consisting or including the wording "CIC" in France and abroad. Some of them are given below:

(a) CIC French nominative trademark n° 1358524 of June 10, 1986.

This trademark constitutes the renewal of a trademark dated June 26, 1976, registered under the No. 959 999. This trademark has been renewed on June 10, 1996, live. The last renewal of this trademark is currently pending.

(b) CIC Community nominative trademark No. 005891411 of May 10, 2007

(c) CIC Union Européenne de CIC International trademark No. 582446 of February 18, 1992

3.5 First Complainant is also the owner of the following trademarks containing the wording CIC. These registrations are currently in force.

(a) PAIEMENT CIC French nominative trademark No. 99808220 of August 17, 1999

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(b) CIC BANQUES French nominative trademark No. 1682713 of July 24, 1991

(c) CIC BANQUES International registration No. 585098 of April 10, 1992

(d) CM-CIC French nominative trademark No. 3267901 of January 15, 2004

3.6 Due to ancient and wide use, and the CIC's reputation, the trademark "CIC" acquired a great fame and is well and widely known throughout the world and easily recognizable as such.

3.7 The trademark "CIC" owned by the first complainant is not only registered and used in commerce in a great majority of countries in the world, but is also well-known in the sense of article 6bis of the Paris Union Convention.

3.8 First complainant is also the registrant of the following generic and country code top-level domain names:

(a) CIC.FR

(b) CIC.EU

(c) CIC.ASIA

(d) CIC.MOBI

(e) PAIEMENT-CIC.EU

(f) PAIEMENTCIC.EU

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3.9 The second Complainant is the registered owner of trademarks consisting or including the wording CIC SECURITIES in France and abroad. It currently holds the following trademarks.

(a) "CIC SECURITIES", French nominative trademark n° 3109052 of July 2, 2001 in classes 16, 35, 36, 38 and 41

(b) "CIC SECURITIES" + device, French semi-figurative trademark n° 3128519 of October 29, 2001 in classes 16, 35, 36, 38 and 41

(c) "CIC SECURITIES", Community trademark n° 002331601 of August 7, 2001 in classes 16, 35, 36, 38 and 41

(d) "CIC SECURITIES La bourse rencontre...", International registration n° 789214 of May 7, 2002 in classes 16, 35, 36, 38 and 41

3.10 Second Complainant also owns the following domain names.

(a) CIC-SECURITIES.INFO registered on March 21, 2002

(b) CIC-SECURITIES.ORG registered on March 21, 2002

(c) CIC-SECURITIES.NET registered on September 21, 2002

(d) CICSECURITIES.COM transferred to second complainant on June 29, 2007 further to the UDRP' Complaint D2007-0530

3.11 EUROPEENNE DE TRAITEMENT DE L'INFORMATION (EURO-INFORMATION), computing subsidiary of the Second complainant is also the registrant of the following domain name:

(a) CMCICSECURITIES.FR registered on May 21, 2004

A handwritten signature in black ink, appearing to read 'Indira', is located in the bottom right corner of the page.

(b) CM-CICSECURITIES.FR registered on July 7, 2004

3.12 As a consequence, it should indisputably be considered that the Complainants have trademarks rights on the wordings CIC and CIC SECURITIES.

3.13 The disputed domain name < cic-securities.in > was registered by the Respondent on September 25, 2010.

3.14 The Respondent has been already involved in a previous INDRP, filed by the Credit Mutuel's group, the group acquired the second complainant. **Case No. INDRP/164: CONFEDERATION NATIONALE DU CREDIT MUTUEL v. DOMAINS MASTERS / JUWEL POON** regarding <creditmutuel.co.in>

3.15 It is thus really hard to imagine any good purpose or legitimate interests from the Respondent in registering and using the domain name CIC-SECURITIES.IN.

3.16 Consequently, the Complainants decided to submit this matter to arbitration.

## **B Respondent**

3.17 The Respondent has not filed any reply to the Complainant's Compliant in this arbitration.

## **4. Parties Contentions**

### **A Complainant**





4.1 Complainants claim that the disputed domain name < cic-securities.in > is similar to its trademark "CIC" and identical to its trademarks "CIC SECURITIES".

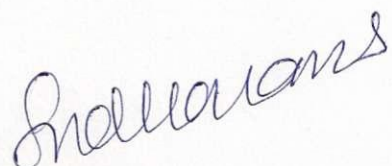
4.2 Firstly, the trademark "CIC" is entirely reproduced in the disputed domain name < cic-securities.in >. Secondly, the disputed domain name < cic-securities.in > combines the Complainant's trademark with the generic wording SECURITIES, which refers to the banking operations, in safety.

4.3 In fact, the combination of the trademark CIC with the wording SECURITIES does not eliminate the risk of confusion with the Complainant's trademark. As to case law, the addition of descriptive or generic terms to a distinctive or well-known trademark does not serve to distinguish the domain name in issue from the Complainant's trademark.

(a) **WIPO CASE D2007-1323:** regarding <cicsecurities.net>: *"The Complainants have rights in trademarks for the denominations CIC and CIC SECURITIES. They have sufficiently shown that there is a confusing similarity between the Domain Name in dispute and the registered trademark CIC, especially because of the word "securities" refers to banking operations."*

(b) **WIPO CASE D2005-0458:** regarding <cicbank.com>: *"The fact the word BANK is added to Complainant's trademark does not eliminate the similarity between the Complainant's trademark and the disputed domain name, as "Bank" is a descriptive component of the disputed domain name."*

4.4 It is well established that domain name suffixes are disregarded to the purpose of this comparison. Moreover, the mere adjunction of the country code top level extension "IN" (India) to the trademark has to be ignored in assessing the identity or confusingly similarity.



(a) INDRP/125 LEGO JURIS AS v. ROBERT MARTIN regarding the domain name <lego.co.in>: *"The administrator finds that the disputed domain name <lego.co.in> is identical or confusingly similar to the Complainant's trademark except for the tld <.co.in> identified. The TLD can be disregarded for purposes of assessing similarity of the domain name to the trademark. For the reasons discussed, the Arbitrator finds that the disputed domain name <lego.co.in> is confusingly similar to the Complainant's LEGO trademark."*

(b) INDRP/118 STARBUCKS CORPORATION v. MOHANRAJ regarding <starbucks.co.in> (transfer).

4.5 The Second Complainant further claims that the disputed domain name <cic-securities.in> is identical to the trademark CIC SECURITIES. The trademark CIC SECURITIES is entirely reproduced in the disputed domain name. Previous decisions under the INDRP have held that incorporating the trademark in its entirety is sufficient to establish that the domain name is identical and confusingly similar to the Complainant's registered mark. The mere differences between the disputed domain name < cic-securities.in > and the trademark CIC SECURITIES are due to technical requirements. The trademark CIC SECURITIES is combined to a country code top level extension ".IN" into a domain name. The constant case law under the domain name Uniform Name Dispute Resolution Policy (UDRP) considers that the mere adjunction of a top level domain name after a registered trademark in a disputed domain name is of no consequence on the existing infringement.

4.6 The Complainants claim at last that the registration and use of the disputed domain name < cic-securities.in > is harmful for the brand image of the CIC GROUP.

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4.7 As a consequence, the Complainants claim that the disputed domain name < cic-securities.in > is similar to its trademark CIC and identical to its trademark CIC SECURITIES.

4.8 Respondent should be considered as having neither rights nor legitimate interests in respect of the disputed domain name < cic-securities.in >. The Respondent is not related in any way to the Complainants' business. He is not one of their agents and does not carry out any activity for, nor has any business with the Complainants. No licence or authorization has been granted to the Respondent to make any use, nor apply for registration and/or use of the disputed domain name < cic-securities.in >, which identically reproduces the second Complainants' trademarks. Previous Panels have held that such behaviour could constitute evidence that the Respondent has no rights or legitimate interests in the disputed domain name. See for instance:

(a) INDRP/125 LEGO JURIS AS v. ROBERT MARTIN regarding the domain name <lego.co.in>: *"The Complainant has asserted that it has not authorized the Respondent to use its marks in any manner and has no relationship with the Complainant's business. (...) The Arbitrator finds there is no evidence on record to show that Respondent is known by the disputed domain name or that he has used the disputed domain name in connection with a bona fide offering of goods or has any rights in the disputed domain name (...) The Arbitrator finds the Respondent has no rights or legitimate interests in the disputed domain name"*.

(b) INDRP/164 CONFEDERATION NATIONALE DU CREDIT MUTUEL v. DOMAINS MASTERS/JUWEL POON regarding <creditmutuel.co.in> (transfer): *"The Complainant has never assigned, granted, licensed, sold, transferred or in any way authorised the Respondent to register or use the "CREDIT MUTUEL" Trademark. Further, the Respondent has never used the disputed domain name or any trademark similar to the disputed domain name"*

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*prior to the registration of the disputed domain name in its favour. Further, the Respondent has not used the domain name or a name corresponding to the disputed domain name in connection with a bonafide offer of goods or services."*

4.9 Therefore it results that the Respondent should not be considered as having rights or legitimate interest in respect of the disputed domain name < cic-securities.in >.

4.10 Considering the fact that the Complainants' trademarks have a reputation all around the world in the field of banking and financial services, notably through their online services, it is difficult to imagine that the Respondent could have ignored the trademarks "CIC" and especially "CIC SECURITIES" at the time he applied for the disputed domain name < cic-securities.in >. Moreover, the Complainants are embedded in China, where the Respondent is apparently located (in Beijing). Furthermore, the Complainants are also embedded in India (in New Delhi). It is thus reasonable to conclude that only someone who was familiar with the CIC's and more especially the CIC SECURITIES trademarks was likely to register the disputed domain name.

(a) **INDRP/164 CONFEDERATION NATIONALE DU CREDIT MUTUEL v. DOMAINS MASTERS** regarding <creditmutuel.co.in> (transfer):  
*"(...) I am of the opinion that the Respondent had no previous connection with the disputed domain name and any use of the disputed domain name by the Respondent, would result in confusion and deception of the trade, consumers and public, who would assume a connection or association between the Complainant and the Respondent's website or other online locations of the Respondents or product/services on the Respondent's website and otherwise, due to the use by Respondent of the Complainant's said trade mark [CREDIT MUTUEL] in the disputed domain name, which trademarks have been widely used and advertised in France and all over the world by the Complainant and which trademarks are*

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*associated exclusively with the complainant, by the trade and public in India, France and all over the world."*

- (b) **INDRP/125 LEGO JURIS AS v. ROBERT MARTIN** regarding the domain name <lego.co.in>: *"Given the distinctiveness of the Complainant's mark it is reasonable to infer that the Respondent has registered the domain name with full knowledge of the Complainant's marks and uses it for the purpose of misleading and diverting Internet traffic. Where a domain name is found to have been registered with an intention to attract Internet users by exploiting the fame of a well-known trademark, it constitutes bad faith registration "*.
- (c) **WIPO Case No. D2007-1323** Credit Industriel et Commercial S.A., CM-CIC Securities v. Click Cons. Ltd regarding <cicsecurities.net>: *"They have shown that the Respondent operates a website under the Domain Name in dispute on which it displays hyperlinks leading Internet users to other websites of third parties (...) There can be no doubt that by establishing this website the Respondent knew of the Complainants' trademarks. Whereas the word "securities" is of a descriptive character, the combination with the acronym "CIC" shows that the Respondent intentionally chose the Domain Name in dispute in order to make use of the Complainants' reputation in the finance and banking sector. This is even more likely with respect to the identity with the trademark CIC SECURITIES. (...) the Domain Name in dispute has been registered and is being used by the Respondent in bad faith (paragraph 4(a)(iii))"*.
- (d) **WIPO Case n° DLC2009-0002** Confédération Nationale du Crédit Mutuel and Crédit Industriel et Commercial SA v. Trabaja Jayam, Zeb Fi Tarmatek regarding <creditmutuel.lc> and <cic.lc>: *"It is suggestive that the Respondent registered the disputed domain names in bad faith where the trademarks owned by Complainant's were registered long before the registration of the disputed domain names. The Complainant submitted evidence, which shows that the Complainants trademarks CRÉDIT MUTUEL and CIC were registered and are well known in the banking and insurance services markets; and that the trademarks are well recognized publicly. It is unlikely that the Respondent did not recognize or are not familiar with the Complainants trademarks at the time of registration"*.

4.11 The Respondent has thus registered the disputed domain name < cic-securities.in > precisely because he knew the well-known character of the trademarks "CIC" and "CIC SECURITIES". The Complainant underlines at last that the Respondent is using false information in the WHOIS details (the registrant street "50 D" does not correspond to a complete street in

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New Delhi). Such behaviour should also be considered as bad faith. See for instance:

(a) **WIPO Case n° D2003-0849 Kelemata S.p.A. v. Mr. Bassarab Dungaciu regarding <kelemata.org>**: *"The Respondent's bad faith is further demonstrated by the false information about his address and telephone number he provided to the registrar with which the domain name is registered. The use of false contact information in Respondent's initial registration application is evidence that Respondent registered the domain name in bad faith".*

4.12 This combination of facts is asserting the bad faith registration of the disputed domain name < [cic-securities.in](http://cic-securities.in) > by the Respondent.

4.13 Complainant contends that the Respondent's use of the disputed domain name < [cic-securities.in](http://cic-securities.in) > constitutes bad faith use. The domain name is currently inactive. The Complainants suspect that the Respondent registered the disputed domain name for the sole purpose of creating a website for phishing, whose the Complainants have already been victim. Anyway, and even if the Respondent has not intended to activate a fraudulent website, the Complainants consider that the Respondent's passive use of the domain name may be deemed as a bad faith behaviour. Such a passive use may be considered as an infringement of a previous trademark, if the circumstances applying to this case are taken into account. See for instance:

(a) **WIPO CASE D2010-1513 <credit-mutuel-3dsecure.com>**: *"The domain name was inactive at the time the Panel rendered its decision and when the complaint was filed. (...) it has long been generally held in UDRP decisions that the passive holding of a domain name that incorporates a well-known trademark, without obvious use for legitimate Internet-related purpose, does not necessarily circumvent a finding that the domain name is in use within the requirements. Indeed, the concept of a domain name "being used in bad faith" is not limited to positive action; inaction may be included within that concept. Passive holding of the domain name can amount to bad faith use. In the present case, the circumstances are the following: Respondent's registration was confusingly similar*

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*to Complainant's mark, which is well-known, Respondent failed to respond to this Complaint, which suggests that Respondent was aware that he had no rights or legitimate interests in the domain name at issue and that the disputed domain name had been registered and is being used in bad faith. Respondent registered and is using the domain name in bad faith".*

**(b) WIPO Decision D2010-0165 Confédération Nationale du Crédit Mutuel v. Bryna Cytrynbaum regarding <creditmutuel-sn.com>:** *"the concept of a domain name 'being used in bad faith' is not limited to positive action; inaction is within the concept. That is to say, it is possible, in certain circumstances, for inactivity by the Respondent to amount to the domain name being used in bad faith. (...) The particular circumstances of this case which lead to this conclusion are:*

- (i) the Complainants trademark has a strong reputation and is widely known, as evidenced by its substantial use in [Australia and in many other countries];*
- (ii) the Respondent has provided no evidence whatsoever of any actual or contemplated good faith use by it of the domain name,*
- (iii) the Respondent has taken active steps to conceal its true identity, by operating under a name that is not a registered business name,*
- (iv) the Respondent has actively provided, and failed to correct, false contact details, in breach of its registration agreement, and*
- (v) taking into account all of the above, it is not possible to conceive of any plausible actual or contemplated active use of the domain name by the Respondent that would not be illegitimate, such as by being a passing off, an infringement of consumer protection legislation, or an infringement of the Complainant's rights under trademark law."*

4.14 Each of the circumstances enumerated by the learned Panelist in Telstra are present, mutatis mutandis, here. Added to that is the probability that the case appears to involve identity fraud. The Panel therefore finds that the disputed domain name was registered and is being used in bad faith".

4.15 It is quite clear that the passive use held by the Respondent must be considered bad faith in the present case. In this case, the passive holding of the disputed domain name is firstly harmful to the Complainants' brand image. Indeed, Complainants's clients may be confused, if they are looking for the Complainants' banking and financial services. The Complainants' well-known trademarks "CIC" and "CIC SECURITIES" are

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secondly integrally reproduced in the disputed domain name < cic-securities.in >. Thirdly, the Respondent has provided no evidence or whatsoever of any actual or contemplating good faith use of the disputed domain name < cic-securities.in >.

4.16 The registration of well-known trademarks by a party with no connection to the owner of the trademarks and no authorization and no legitimate purpose to use the marks is a strong indication of bad faith. At last, the Complainants would like to point out the fact that they already faced phishing attempts. Therefore, the Complainants have to prevent a new fake of their website and to protect in the meantime its clients from phishing attacks. Taking into account all the above, it is not possible to conceive any plausible actual or contemplating active use of the disputed domain name < cic-securities.in > by the Respondent that would not constitute an infringement of the Complainants' rights.

4.17 The Complainants consider thus that the Respondent's passive holding of the disputed domain name should be considered as a use in bad faith. Therefore, it appears that the Respondent has registered and is using the disputed domain name < cic-securities.in > in order to create confusion with the Complainants' trademarks "CIC" and "CIC SECURITIES". For all these reasons, Respondent has engaged in bad faith registration and use of the disputed domain name < cic-securities.in >.

**B. Respondent**

*Indulgence*



4.18 Respondent has not filed any reply to the Complainant's Complaint in this arbitration.

**5. Discussion and Findings**

5.1 Respondent has not filed his response till this date. Since the Respondent chose not to respond to this Complaint, I am proceeding to determine this Complaint on the basis of the materials available on record.

5.2 The Complainant in order to succeed in the Complaint must establish under Paragraph 4 of .IN Domain Name Dispute Resolution Policy (INDRP) the following elements:

- (I) Respondent's domain name is identical or confusingly similar to a name, trademark or service mark in which the Complainant has rights;
- (II) Respondent has no rights or legitimate interests in respect of the domain name; and
- (III) Respondent's domain name has been registered or is being used in bad faith.

5.3 Each of the aforesaid three elements must be proved by a Complainant to warrant relief.

***Disputed domain name is identical or confusingly similar to a trade mark of the Complainant.***

5.4 The first complainant is the proprietor of the mark CIC and has been suing the CIC marks in commerce continuously since 1859. It has also got

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registration for the mark CIC in various classes in many countries and its first registration for the mark CIC under trade mark No. 1358524 in France dates back to 1986. The first Complainant is also registrant of many domain names containing CIC marks. The second Complainant is the registered owner of trademarks consisting or including the wording CIC SECURITIES in France and abroad. The second Complainant's first registration for the mark CIC SECURITIES under trade mark No.3109052 in France dates back to 2001. The second Complainant's domain name CIC-SECURITIES.INFO was registered in 2002. The disputed domain name <cic-securities.in> was registered by the Respondent on September 25, 2010. Obviously, the Complainants are the prior adopters and registrants of the marks CIC and CIC SECURITIES. The above facts have established that the Complainants have both common law and statutory rights in respect of trademarks CIC and CIC SECURITIES.

- 5.5 I agree with the contention that the domain name suffixes are disregarded for the purpose of comparison. Moreover, the mere adjunction of the country code top level extension "IN" (India) to the trademark has to be ignored in assessing the identity or confusingly similarity. The combination of the trademark CIC with the wording SECURITIES does not eliminate the risk of confusion with the Complainant's trademark. The addition of descriptive or generic terms to a distinctive or well-known trademark does not serve to distinguish the domain name in issue from the Complainant's trademark.

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5.6 The Complainants' CIC and CIC SECURITIES marks are famous and well known throughout the world including India. It is clearly seen that the disputed domain name <[cic-securities.in](http://cic-securities.in)> wholly incorporates CIC and CIC SECURITIES, the prior trade marks of the Complainants. The disputed domain name <[cic-securities.in](http://cic-securities.in)> is similar to the Complainants domain names such as [www.cic.fr](http://www.cic.fr) and [www.cic-securities.info](http://www.cic-securities.info).

5.7 I, therefore, find that:

- (a) The Complaints have both common law and statutory rights in respect of their trade marks CIC and CIC SECURITIES.
- (b) The disputed domain name <[cic-securities.in](http://cic-securities.in)> is:
  - (i) Identical to the Complainants' prior trade mark CIC SECURITIES;
  - (ii) Similar to the Complainants' prior trade mark CIC, and
  - (iii) Similar to the Complainants' domain names [www.cic.fr](http://www.cic.fr) and [www.cic-securities.info](http://www.cic-securities.info).

***Respondent has no rights or legitimate interests in respect of the disputed domain name***

5.8 It is already seen that:

- (a) The Complainants are the prior adopter and user of the marks CIC and CIC SECURITIES. The Complainants' mark CIC and CIC SECURITIES are well known in many countries across the globe including India.

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(b) The mark CIC was adopted in the year 1859. The mark CIC was first registered under trade mark No. 1358524 in France in 1986. The mark CIC SECURITIES was first registered under trade mark No.3109052 in France in 2001. The disputed domain name <cic-securities.in> was registered by the Respondent on September 25, 2010.

5.9 I tried to visit the web site under the disputed domain name <cic-securities.in>. It did not lead to any active web page. It is obvious that the Respondent is not using the disputed domain name at all. The Respondent has not filed any response to the complaint. In the absence of any reply from the Respondent, I accept the argument of the Complainants that:

(a) The Respondent is not related in any way to the Complainants' business. He is not one of their agents and does not carry out any activity for, nor has any business with the Complainants. No licence or authorization has been granted to the Respondent to make any use, nor apply for registration and/or use of the disputed domain name <cic-securities.in>, which identically reproduces the second Complainants' trademarks.

(b) This behaviour constitutes evidence that the Respondent has no rights or legitimate interests in the disputed domain name <cic-securities.in>.

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5.10 Therefore, I have no hesitation to hold, for the above reasons that the Respondent has no right or legitimate interest in respect of the disputed domain name <cic-securities.in>

***Respondent's domain name has been registered or is being used in bad faith.***

5.11 It is seen that Complainants' rights in the marks CIC and CIC SECURITIES pre dates Respondent's registration of the disputed domain name <cic-securities.in>. The Respondent could not have ignored, rather actually influenced by, the well-known trade marks of the Complainants at the time he acquired the disputed domain name <cic-securities.in>.

5.12 As seen above, Respondent is not using in any manner the disputed domain name <cic-securities.in>. The Respondent is no way connected with the Complainants. Respondent's adoption of the disputed domain name <cic-securities.in> is nothing but an unjust exploitation of the well-known reputation of the Complainants' prior trade marks.

5.13 Respondent's lack of response to the Complaint indicates that the Respondent has no reason and/or justification for the adoption of the Complainants' trademarks CIC and CIC SECURITIES.

5.14 The Respondent is using false information in the WHOIS details. The registrant street "50 D" does not correspond to a complete street in New Delhi. Such behaviour of registering domain name by furnishing false information clearly amounts to bad faith registration.

*Sudhanshu*

5.15 Passive holding of the disputed domain name <cic-securities.in> is harmful to the Complainants' brand image. Complainants' clients may be confused, if they are looking for the Complainants' banking and financial services. Respondent has provided no evidence or whatsoever of any actual or contemplating good faith use of the disputed domain name < cic-securities.in >. The registration of well-known trademarks by a party with no connection to the owner of the trademarks and no authorization and no legitimate purpose to use the marks is a strong indication of bad faith. it is not possible to conceive any plausible actual or contemplating active use of the disputed domain name < cic-securities.in > by the Respondent that would not constitute an infringement of the Complainants' rights.

5.16 Respondent's passive holding of the disputed domain name <cic-securities.in> amounts to use in bad faith. Therefore, the Respondent has registered and is using the disputed domain name <cic-securities.in> in order to create confusion with the Complainants' trademarks CIC and CIC SECURITIES.

5.17 For all these reasons, I hold that the Respondent has engaged in bad faith registration and use of the disputed domain name <cic-securities.in>.

5.18 The actions of the Respondent should not be encouraged and should not be allowed to continue. Respondent never intended to put the disputed domain name <cic-securities.in> into any fair/useful purpose. Respondent not even considered it worth responding the complaint of the Complainant. Respondent did not file any response. The conduct of the Respondent has



necessitated me to award costs of the Complaint to and in favour of the Complainant.

**6. Decision**

- 6.1 For all the foregoing reasons, the Complaint is allowed as prayed for in the Complaint.
- 6.2 It is hereby ordered that the disputed domain name < cic-securities.in > be transferred to the Complainant.
- 6.3 Respondent is ordered to pay the Complainant a sum of Rs.10,00,000/- (Rupees ten lakhs only) towards costs of the proceedings.



S.Sridharan  
Arbitrator