



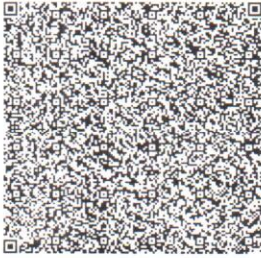
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL52403741933527N
Certificate Issued Date	: 02-Jan-2015 11:50 AM
Account Reference	: IMPACC (IV)/ dl831103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL83110301717441875401N
Purchased by	: SUDARSHAN KUMAR BANSAL
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUDARSHAN KUMAR BANSAL
Second Party	: Not Applicable
Stamp Duty Paid By	: SUDARSHAN KUMAR BANSAL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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.IN Registry
(National internet Exchange of India)

COMPLAINANT
EasytoBook Holding B.V.

Vs.

RESPONDENT
Web99

ARBITRATION AWARD

S.K. Bann

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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.IN Registry
(National internet Exchange of India)

COMPLAINANT

EasytoBook Holding B.V.

Weteringschans 109
1017 SB Amsterdam
The Netherlands

Vs.

RESPONDENT

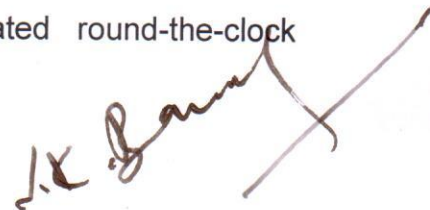
Web99

95, T2, GC Emerald Heights
Vaishali Extension
Ghaziabad – 201 010
State of Uttar Pradesh
Tel: +919811196104
Techweb9@gmail.com

ARBITRATION AWARD

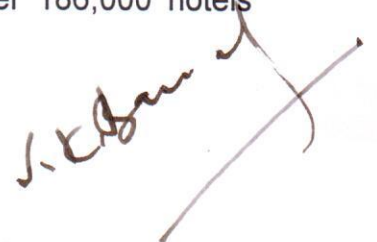
The complainant (M/s EASYTOBOOK Holding B.V.) is aggrieved by the respondent's (Web99) registration of the domain name WWW.EASYTOBOOK.CO.IN through the Registrar Business Solutions (R54-AFIN) having its office at Adarsh Palace, First Floor, 118, Old Hanuman Lane, Kalbdevi Road, Mumbai-400002.

1. The case of the complainant, as set out in the complaint is as under:-
 - (a) The complainant claims itself to be a company incorporated under the laws of The Netherlands and a group company of one M/s MakeMyTrip(India) Private Limited and being engaged in the business of providing online travel facilities with instant booking and comprehensive choices. The complainant claims itself to be a leading Company in the field and claims to offer a range of best-value products and services along with cutting-edge technology and dedicated round-the-clock



customer services. The complainant claims the word/mark EASYTOBOOK to be its well known brand recognized worldwide. The complainant claims to have invested huge amount of money, efforts and skill in developing and promoting its brand through various means and modes including through modern and traditional channels which include print and mass media campaigns, search engine marketing and innovative digital marketing tools like viral marketing and online display banners by virtue of which the complainant claims to have been able to reach a wide range of travelers in India and overseas and been able to get leverage with hotels and other suppliers.

- (b) The complainant claims to have built up an advanced and secure technology platform in relation to its said brand and to have designed its websites to be user-friendly, providing its customers with extensive accommodation/hotel options at cost effective rates. The complainant claims its technology platform integrates its sales, customer service and fulfills operation and claim its websites enable its customers to find their right destinations easily by using colloquial names or major landmarks. The complainant claims its web based engine under the brand EASYTOBOOK has been designed to link to their suppliers' systems either through 'direct connects', 'channel managers' or its own proprietary extranet and is capable of delivering real time availability and pricing information for multiple options simultaneously.
- (c) The complainant claims that its technology platform is able to handle more than 40 million website requests per day as well as its platform to be scalable and capable of being upgraded to handle increased traffic and complexity of products with limited additional investments. The complaint claims that customers using its EASYTOBOOK websites can easily and quickly review the pricing and availability of nearly all its services and products, evaluate and compare options and book and purchase such services and products online within minutes, and where under the customers can select from a range of over 186,000 hotels worldwide.



- (d) The complainant claims that its word/mark EASYTOBOOK is duly registered with OHIM and in support thereof, the complainant has filed the copy of its registration certificate.
- (e) The complainant claims its trademark EASYTOBOOK to be an invented word which also forms an essential and predominant feature of its corporate name. The complainant claims to have its sales turnover into million of dollars and claims to have spent over several millions of dollars in advertisement and promotional expenses. The complaint claims the trademark EASYTOBOOK to be an internationally well-reputed mark with it.
- (f) The claimant claims to have registered numerous domain names bearing its trademark EASYTOBOOK and particulars whereof have been mentioned in the complaint and example of some such domain names being easytobook.ie; easytobook.tw; easytobook.ca and easy2book.nl etc.
- (g) According to the complainant, the word/mark EASYTOBOOK is an invented mark and is an innovative expression which allows travelers to tailor their travel requirements to their specific parameters with minimal intervention.
- (h) The complainant claims legitimate claims on this trademark EASYTOBOOK by virtue of being its creator and due to the global recognition their said names and brands enjoy.
- (i) The claimant claims to be listed in Deloitte Technology Fast 500 EMEA for the years 2009, 2010 and 2011, 5th place in prestigious Deloitte Technology Fast 50 Benelux in 2009, nominee in Deloitte Technology Fast 50 Benelux 2010, Brone Email Marketing Award 2011, Sexy Email Award 2011 and Award for Email Man 2011.
- (j) According to the complainant, the respondent has registered the domain name EASYTOBOOK.CO.IN which capitalizes on the use of the

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trademark and domain name bearing the work/mark EASYTOBOOK and which is identical with and deceptively similar to its word/mark/trademark/trade name/domain name EASYTOBOOK which creates an irrefutable false impression of an association, sponsorship, nexus, relationship between the complainant and respondent whereas there is no such connection between them.

- (k) The complainant claims the use of the rival word/mark EASYTOBOOK in the rival domain name is calculated with intent of squatting upon the complainant's valuable and varied intellectual property rights and has been so registered and is being so used in bad faith by the respondent. The complainant claims the respondent's impugned website to host some contents, which is in any event irrelevant, to promote itself as a travel website. According to the complainant, the respondent has no legitimate right to the use of word/mark EASYTOBOOK and which use by the respondent is without the leave and permission of the complainant. According to the complainant, the use of the rival domain name would cause irreparable dilution to their said trademark/trade name/domain name across the globe, and such a rival use is done with malafide intent to illegally capture on the complainant's hard earned goodwill and reputation. According to the complainant, the respondent's website purports to offer services identical to that of the complainant and the intention of the respondent being to capitalize on the complainant's well known mark and to mislead internet users searching for the same. According to the complainant, the true intent of the respondent is to merely cyber squat and later sell the disputed domains to the complainant, the complainant's competitors or any other interested party. According to the complainant, the respondent is seeking to take undue advantage of the fame and goodwill of the complainant by diverting the potential customers of the complainant through various channels according to search engines, such as, Google and which diversion of traffic would result in financial and monetary loss to the complainant and financial gain to the respondent. According to the complainant, the use of the word/mark EASYTOBOOK by the respondent prevents it from

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reflecting the complainant's trademarks in corresponding domain names that they wish to register and prevents the complainant to use its domain names suited to the complainant's organizational interests and statutory rights. The complainant further claims the respondent to have registered the impugned domain name in bad faith with no intention to carry on businesses there under but only with a view to make profit by obtaining money from the complainant.

(I) In support of and along with the compliant the complainant has filed documents annexed thereto as under:-

Annexure A - Web page extract of Registry.in's Whois Database searches in respect of impugned domain name conducted on 14th November, 2014.

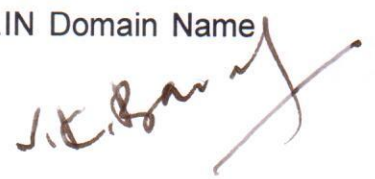
Annexure B- Domain Name Dispute Policy and Rules

Annexure C - OHIM registration of trademark EASYTOBOOK in favour of the Complainant.

Annexure D - Copy of Registration Agreement.

2. Accordingly and being aggrieved, the complainant has submitted the instant complaint for decision in accordance with and pursuant to .IN Domain Name Dispute Resolution Policy of .IN Registry; and the .IN Domain Name Dispute Resolution Policy Rules of Procedure with the prayer that the impugned domain name EASYTOBOOK.CO.IN be transferred to the complainant herein.

3. The copy of the complaint along with Annexures A to D attached herewith was served upon the respondent vide notice sent on 29th November 2014 wherein the respondent was also notified of me (Sudarshan Kumar Bansal) being appointed as sole Arbitrator by .IN Registry to adjudicate upon the dispute concerning the Domain Name <www.easytobook.co.in> in accordance with the Arbitration and Conciliation Act, 1996; .IN Domain Name

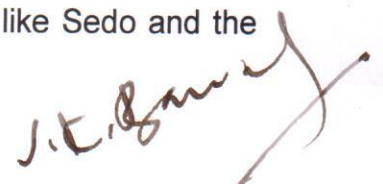


Dispute Resolution Policy; Rules of Procedure and/or bye-laws, rules or guidelines framed, thereunder. In the said notice, the respondent was also notified to submit written response by way of reply and defenses together with documents supporting its position on which it may wish to rely upon within ten days thereof.

4. The respondent filed its response to the complaint vide its email dated 8th December 2014.

5. The case of the respondent as set out in its said response is as under:-

- (a) The respondent, booked the domain name after checking that the trademark is not registered in India and that it was not aware of the trademark being registered in The Netherlands.
- (b) That the respondent has not made any website on the impugned domain name as he was waiting for collecting funds and now that it has collected some funds he will develop his website in the year 2015.
- (c) That the word/mark EASYTOBOOK is a generic word frequently used in general conversations like it is "easy to book" cab online or that people search with internet like where it is "easy to book" Hotels online.
- (d) That the word/mark easy to book is not an invented name like "Microsoft" or "Google" and is not popular.
- (e) The respondent claims to be internet savvy and claims to have never used this website (easytobook.com) as it is not popular (Its Alexa rank in India is around 42000 whereas most of the popular websites in this business have either around 1000 to 2000 or below 10000 Alexa rank. Its worldwide Alexa rank is 22000 which too shows its low popularity).
- (f) The respondent denies any bad faith and denies ever listing the impugned domain name for sale in any market place like Sedo and the

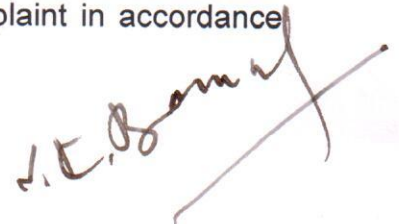


respondent claims to have never contacted the complainant or its any competitor for the purposes of sale.

- (g) The respondent claims to have neither showed any advertisement on its impugned domain name, nor parked it and nor earned any money from this domain name.
- (h) The respondent accuses the complainant of making false allegations of the respondent's alleged website to be purporting to offer services identical to that of the complainant whereas according to the respondent, it has not made any website on its domain name and consequently the complainant's allegations are nothing but false.

6. After the receipt of the respondent's response, a notice dated 8th December 2014 was sent through email on 9th December 2014 upon the complainant and his counsel serving upon him the response of the respondent and giving an opportunity to the complainant to file its rejoinder thereto along with such documents in support of its case within seven days thereof. Vide the same notice, the complainant and his counsel was also notified that he could inform the Arbitrator should he desire a hearing in the matter. It was also notified to the complainant and his counsel that in case of default the Arbitrator would proceed and decide the complaint in accordance with law. A copy of this notice was also sent to the respondent.

7. Simultaneously a notice dated 8th December 2014 was sent through email on 9th December 2014 upon the respondent informing the respondent that his response has been taken on record and copy thereof have been served to the complainant with an opportunity to the complainant to submit his rejoinder and documents. Under the very same notice, the respondent was notified that he could submit such documents in support of his case within seven days thereof and inform the Arbitrator of whether he desires a hearing in the matter. In the said notice it was also notified to the respondent that in the event of his default, the Arbitrator would proceed and decide the complaint in accordance with law.



8. Neither the complainant, nor its counsel and nor the respondent responded to these notices.

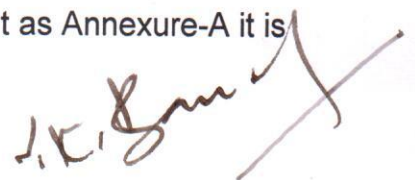
9. Consequently another notice dated 20th December 2014 was sent to the respondent and the complainant and his counsel vide email dated 20th December 2014 by the arbitrator notifying the parties respectively that they had not filed their respective rejoinder or documents as per the respective notices set out above and the parties were duly notified that one last and final opportunity is granted to them to submit their respective rejoinder and documents latest by 31st December 2014 and to inform the Arbitrator whether they desire a hearing in the matter latest by 31st December 2014. It was also notified in the said notice that in the event of default, the Arbitrator shall proceed and decide the complaint in accordance with law.

10. Neither the complainant nor his counsel nor the respondent has responded to and nor complied with the said notice dated 20th December 2014.

11. The aforesaid notices were sent through E-mail on the respective email IDs furnished in the complaint as well as on the E-mail ID from which the response of the respondent was received.

12. Resultantly, I proceed to decide the complaint on the basis of the pleadings and material on record and accordingly I so proceed in the matter.

13. The complainant has placed on record as Annexure-C the copy of the Certificate of Registration granted by OHIM – Office for harmonization in the internal market for the trademark EASYTOBOOK under No.006956452 dated 21.01.2010 which the complainant claimed to be his. From this Certificate it can reasonably be taken that the trademark EASYTOBOOK was in existence atleast in the year 2010. In contra the respondent in his response has not set out any date as to when he adopted and/or started using the impugned word/mark EASYTOBOOK as a part of its impugned domain name. From the webpage extract of Whois database filed by the complainant as Annexure-A it is



noticed that the impugned domain name in the name of the respondent is mentioned therein to be 'created on' 7th February 2014. The factum of the OHIM Registration as well as the said Whois database has been mentioned and pleaded by the complainant in the complaint (para 13, page 6 and para 6, page 4 respectively). Thus it can safely be inferred that the word/mark EASYTOBOOK is a prior trademark with the complainant. This is more so as the Respondent has neither challenged this extract of Whois database nor the particulars stated therein and nor the factum of the complainants aforesaid OHIM Certificate of Registration and consequently there is no traverse by the respondent (Uttam Singh Dugal & Company Limited V/s Union Bank of India & Ors – reported in AIR 2000 SC 2740).

14. From the pleadings and materials on record it can safely be inferred that the respondent had complete knowledge and awareness of the complainant's website under the domain name EASYTOBOOK.COM and/or of the complainant's domain name bearing the word/mark EASYTOBOOK at the time of its (respondent's) alleged adoption and/or use. Such an inference can be imputed and deduced from the following facts apparent from the respondent's response itself :-

- (a) In para-1 of its response the respondent claims to have booked its impugned domain name after checking that the trademark is not registered in India and that he did not know that the complainant have registration in Netherlands. The trademark mentioned in para-1 would obviously refer to the trademark EASYTOBOOK. Obviously the respondent had prior knowledge of the existence of such a trademark (EASYTOBOOK) as only thereafter and only with reference to such a trademark that he would have undertaken a search.
- (b) In para-2 of its response the respondent has stated that he has not made any website on its impugned domain name for want of funds and that he would develop his website in the year 2015 as he has managed to collect some funds. In para-5 of his response the respondent has stated that he has never used this website (easytobook.com) as it is not popular. A

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conjoint and harmonious reading of the statements made in para-2 & 5 as set out above the reference to the website (easytobook.com) made in para-5 can only be to that of the complainant. The respondent qualifies his statement in para-5 of not using the complainant's website as it is according to him "not popular". In para-5 the respondent has also set out the domain name of the complainant's website vis easytobook.com. In addition, in para-5 the respondent has also set out the Alexa rankings of the complainant's website both in India and worldwide and has compared it with the popular website in this business. Obviously to access such rankings or to make ratiocination on the findings thereof the respondent necessarily must have made some inquiries and some application of mind to the results thereof to reach a conclusion that the complainant's website is "low in popularity". Such inquiries, application of mind and ratiocination would obviously be with reference to the word/mark EASYTOBOOK and not *de hors* thereto. Consequently the issue of popularity or non-popularity thereof can only arise if the respondent had some knowledge of the complainant's website and its domain name.

- (c) In para-5 of its response the respondent claims himself to be "internet savvy". Being internet savvy, it can be taken that the respondent would be aware of the existence and operational functionality of the complainant's website and this is more so as the respondent has not disputed the complainant's OHIM Trade Mark Registration of the year 2010 but only claims that he did not know about it.

15. It is apparent and infact it can hardly be disputed that the rival word/trademark EASYTOBOOK which forms an essential and distinguishing feature of the respondents impugned domain name as also the rival domain name bearing the words/marks EASYTOBOOK is identical to the word/mark EASYTOBOOK which forms an essential and material part of the complainant's trade name EasytoBook Holding B.V., the complainant's claimed trademark EASYTOBOOK as also to the complainant's various domains names registered in various jurisdictions of the world (mentioned in para-13 page 6 of the

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complaint) like easytobook.ie; easytobook.tw; easytobook.com; easytobook.us and which domain name registrations include GTLD – Generic Top Level Domain Name as well as CCATLD – Country Code Top Level Domain Name.

16. The complainant's OHIM registration as also its said various domain names registered in various jurisdictions of the world, as noticed above, do manifest that the complainant has legitimate right and/or interest in the word/mark EASYTOBOOK which also forms an essential part of its corporate name. Not only that the respondent in his response has not disputed and/or not traversed the complainant's nature of business or operational functionality of the complainant's various website bearing the domain name EASYTOBOOK.

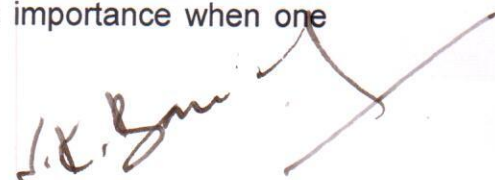
17. In my opinion the very adoption and alleged use or registration of the impugned and rival domain name bearing the word/mark EASYTOBOOK as its essential and distinguishing feature by the respondent on its very face smacks of malafide, bad faith, dishonesty and is tainted at inception and that the respondent can have no right nor any legitimate interest in respect of the impugned domain name.

18. While considering the concept of malafide the Hon'ble Supreme Court in its celebrated case of Parbodh Sagar v/s The Punjab State Electricity Board and Ors reported in 2000 (5) JT 378 has held – ".....that the expression "malafide" is not a meaningless Jargon and it has its proper connotation. Malice or malafide can only be appreciated from the records of the case in the facts of each case. There cannot possibly be any set of guidelines in regard to the proof of malafides. Malafides, where it is alleged, depends upon its own facts and circumstances." In light of the aforesaid pronouncement it can be safely held that the concept of or what amounts to bad faith, malafide or dishonesty is not one that lends itself to a exhaustive definition and for the determination of which there can be no rigid strait jacket formula and nor prescribed hard and fast rules or set guidelines. They have to be judged with reference to the facts and circumstances of each case. The Oxford dictionary of law 6th Edition 2006 defines malafide as - [Latin: bad faith] Describing an act performed fraudulently or dishonestly. In Gramax Plasticure Limited V/s Don

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& Low Nonwovens Limited 1999 RPC 367 at page 379 bad faith has been defined to include dishonesty and dealings which fall short of the standards of acceptable commercial behavior observed by reasonable and experienced men in the particular area being examined. In Road Tech Computer Systems Limited v/s Unison Software (UK) reported in 1996 FSR 805 at page 817 bad faith has been defined to mean dishonest, lack of good faith : not necessarily for a financial motive but still dishonesty.

19. Despite having known about the complainants already existing trademark and domain names bearing the word/mark EASYTOBOOK the respondent went ahead with its impugned adoption and registration of the rival domain name bearing the word/mark EASYTOBOOK. The malafides of the respondent is also apparent from the fact that the respondent registered his impugned domain name without even having made his website for which this impugned domain name is to be used, Such an act can only be labeled as "cyber squatting". Not only that the respondent by alleging, in his own response filed, that the complainant's website under the domain name EASYTOBOOK.COM had "low popularity" necessarily implies that it did enjoy some popularity. The respondent according to his own case is internet savvy and did apply his mind to the commercial standing of the complainant's website under the domain name EASYTOBOOK.COM vis a vis its Alexa rankings both in India and overseas and also thereby conducted his own analysis thereon in reaching to his conclusion of the complainant's said website being "low in popularity" and thereafter actuated his impugned adoption and registration of the impugned domain name. The respondent impugned conduct speaks for itself (res ipsa loquitur) and his conduct falls short of the standards of acceptable commercial behavior. Obviously the motive of the respondent was to derive some benefit from the complainants trademark/trade name/ domain name EASYTOBOOK. The Hon'ble Delhi High Court in its celebrated decision of M/s Hindustan Pencils Pvt. Ltd. v/s M/s India Stationary Products Company & Anr. Reported in 1989 PTC 61 affirmed the observation of Romer J, in the matter of an application brought by J.R. Parkington and Coy. Ltd., 63 R.P.C. 171 at page 181 that "in my judgment, the circumstances which attend the adoption of a trademark in the first instance are of considerable importance when one



comes to consider whether the use of that mark has or has not been a honest user. If the user in its inception was tainted it would be difficult in most cases to purify it subsequently". In the same judgment the Hon'ble High Court has been held that if a party for no or apparent or valid reason adopts the mark of another business it can be assumed that such an adoption was not honest and the Court would be justified in concluding that the defendant/respondent by such an act wanted to cash upon the name and reputation of the complainant and which was the sole primary and real motive of the defendant/respondent in so adopting such a mark. In the same judgment the Hon'ble Court further held that the violator business who uses or adopts someone else marks must be aware of the consequence which must follow.

20. The explanation given by the respondent as to its impugned adoption viz that the word/mark EASYTOBOOK is generic, not inventive, is not popular with the complainant, absence of bad faith, non use by the respondent, and false acquisitions by the complainant to the effect that the respondent's website purports to offer services identical to the complainant, in my view cannot be believed and such an explanation have no element of credibility attached to them and in fact they bring out the respondents own malafides and bad faith. Such explanations are only a sham and an afterthought.

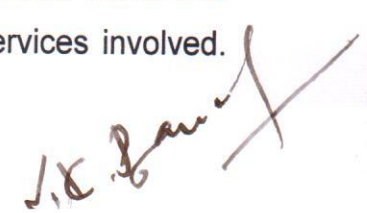
21. The respondent claims the words/mark EASYTOBOOK to be generic and which are frequently used in general conversation like "easy to book" cab online or "easy to book" hotels online. Such an explanation is a sham and can hardly be accepted. The word/mark EASYTOBOOK though comprising of three ordinary words is a unique combination of three words. With respect to hotel online services or cab booking services there are numerous other possible combinations of ordinary words like "book a cab", "book a hotel", "cab reservation", "book my hotel" etc. As to why the respondent adopted an exactly identical combination of three words as that of the complainant portrays his malafide intention and ill motive.

22. The word/mark EASYTOBOOK cannot be termed as a generic expression in relation to the travel online service business being offered by the

complainant. This is so as the word/mark does not name the travel online business services and nor does the travel online business services bear the name EASYTOBOOK. (See McCarthy on Trademarks and Unfair Competition, 3rd Edition, Volume 1, Chapter 12, Para-12.01). The respondents contentions of no significance being attached to the complainants word/mark EASYTOBOOK as it is not inventive is equally without merit. This is so as to be a valid trademark or source indicator it is not essential for the subject matter word/mark involved to be an invented mark. The spectrum of trademarks includes inventive, arbitrary, fanciful, suggestive and even descriptive trademarks. Only generic marks are antithesis to trademarks and they can never have any trademark significance. (See McCarthy on Trademarks and Unfair Competition, 3rd Edition, Volume 1, Chapter 11 & 12).

23. The respondent, as per his own response filed, has all the intentions of using his impugned domain name in relation to its impugned website even if for the moment he may not have so used it for want of a website/CMS. As per its response itself the respondent has already collected some funds for the development of his website/CMS and has pleaded that he would get the website developed in the year 2015. The respondent has also claimed that he has not made any website as he was collecting funds before starting to develop a website/CMS. Thus it can be taken that the respondent has all the intentions of using its impugned domain name if not already so used. The intention to use the impugned domain name is tangible and probable and not remote or speculative. A successful cause of action can always be based on a contemplated rival user and specially if such a contemplation is highly probable or likely [Jawahar Engineering Company v/s Jawahar Engineering Pvt. Ltd reported in AIR 1984 Delhi 166 (DB).]

24. The respondents impugned domain name bears the word/mark EASYTOBOOK which is exactly similar to the trademark/trade name/domain name EASYTOBOOK of the complainant. Having regard to such a similarity I am of the considered view that there is complete likelihood of deception and confusion being caused in the market and trade by the rival domain name and this is so irrespective of the nature of the competing goods/services involved.



The test is "likelihood" of market deception (B.K. Engineering Company v/s U.B.H.I. Enterprises (Regd). Reported in AIR 1985 Delhi 210) ; and the test of likelihood of confusion "encompasses any type of confusion, including : confusion of source; confusion of sponsorship; confusion of affiliation; or confusion of connection (McCarthy on Trademarks and Unfair Competition, 3rd Edition, Volume 3, Chapter 24, Para-24.03). The similarity/non-competitiveness of the competing goods/services is also no longer the determinative test and it has now been conclusively held that likelihood of confusion and consequent violation of the rights of a complainant can arise even if the rival goods and business are different, distinct or non-competing [Mahendra & Mahendra Paper Mills Ltd v/s Mahindra and Mahindra Ltd, reported in 2002 (24) PTC 121; Honda Motors Co, Ltd v/s Charanjit Singh & Ors, 2003 (26) PTC 1 (Del)]. The Hon'ble Supreme Court of India in the above referred case of Mahendra & Mahendra Paper Mills Ltd v/s Mahindra and Mahindra Ltd, also affirmed the observations of the Bombay High Court in the case of Kirloskar Diesel Recon Pvt. Ltd and Anr v/s Kirloskar Propriety Ltd & ors reported in AIR 1996 Bombay 149 wherein it was held that the focus is shifted from the external objective test of making comparison of activities of parties to the state of mind of the public in deciding whether it will be confused.

25. In the case at hand, as set out above, there is complete similarity of the rival domain name to the trademark/trade name/domain name of the complainant vis a vis EASYTOBOOK and with reference to which the rival domain name of the respondent would be used. The complainant already has a large number of domain name registered by him in various jurisdictions of the world which bear the word/mark EASYTOBOOK (para 13, page 6 of the complaint). The respondent did have prior knowledge of the complainants said EASYTOBOOK trademark/domain name and despite the same adopted its rival domain name. The market and trade would definitely be led into believing and/or deceived into believing that the respondent or its activities under its impugned domain name is associated, sponsored, affiliated or connected with the complainant or that indeed some nexus exists between the complainant and the respondent or that the impugned domain name or the goods/services thereunder are that of the complainant or from the complainant's source and

Handwritten signature: A. B. Bann

origin. It is neither the case of the complainant nor of the respondent that they are related to each other in any manner either by way of ownership, management, interest, license, or otherwise or constitute a single economic unit.

26. The complainant would have no access or control over the respondent or its activities under the impugned domain name including over its contents and standards and would always be adversely effected by the respondents use or activities, whether present or contemplated, thereunder specially if they do not match-up to the complainant's standards or standings. The complainant would always suffer thereby and that to at the behest of the rival respondent whose use or activities are beyond its control.

27. Consequently I have no reservation in holding that the respondent has no and nor can have any right or legitimate interest in the impugned domain name and which domain name has been registered or intended to be so used in bad faith. By the respondent's impugned usage and activities thereunder, whether present or prospective, loss and injury would be caused and/or likely to be caused to the complainant as well as to the market, trade and public. The respondent cannot derive any benefit from its own wrong.

In the aforesaid view of the matter, I am of the confirmed view that the complaint must be allowed.

Accordingly it is decided herein that the disputed domain name WWW.EASYTOBOOK.CO.IN and/or www.easytobook.co.in be transferred to the complainant.

Signed at New Delhi on this 2nd day of January 2015


Sudarshan Kumar Bansal
Sole Arbitrator