



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL97739314325063R
Certificate Issued Date	: 18-Dec-2019 10:51 AM
Account Reference	: IMPACC (IV)/ dl916803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL91680305222079799795R
Purchased by	: LUCY RANA
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: LUCY RANA
Second Party	: Not Applicable
Stamp Duty Paid By	: LUCY RANA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

BEFORE THE SOLE ARBITRATOR UNDER .IN DISPUTE RESOLUTION POLICY
(Appointed by .IN Registry- National Internet Exchange of India)

ARBITRATION AWARD

Disputed Domain Name: <GSUITEPROMOCODE.IN>

IN THE MATTER OF

Google LLC,
1600 Amphitheatre Parkway,
Mountain View,
CA 94043
United States of America

...Complainant

-----versus-----

Parvez Ansari
B/2, BMC Staff Quarters, Aarey Road
Filter Pada, Powai, Mumbai,
Maharashtra - 400087

...Respondent

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.
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.

1. The Parties

The **Complainant** in this arbitration proceeding is **Google LLC**, of the address 1600 Amphitheatre Parkway, Mountain View, CA 9403, United States of America, a Delaware Limited Liability Company.

The **Respondent** in this arbitration proceeding is "**Parvez Ansari**" of the address B/2, BMC Staff Quarters, Aarey Road, Filter Pada, Powai, Mumbai, Maharashtra - 400087.

2. The Domain Name, Registrar and Registrant

The present arbitration proceeding pertains to a dispute concerning the registration of domain name <**GSUITEPROMOCODE.IN**> with the .IN Registry. The Registrant in the present matter is "**Parvez Ansari**", and the Registrar is **GoDaddy.com, LLC**.

3. Procedural History

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

NIXI vide its email dated November 15, 2019, had sought consent of Mrs. Lucy Rana to act as the Sole Arbitrator in the matter. The Arbitrator informed of her availability and gave her consent vide Statement of Acceptance and Declaration of Impartiality and Independence in compliance with the INDRP Rules of Procedure vide email on the same day, i.e. November 15, 2019. Thereafter the Arbitrator received the hard copy of the Domain Complaint and the annexures thereto (on November 25, 2019) and confirmed receipt of the same vide email dated November 29, 2019 and also asked NIXI to forward soft copies of the documents as well as confirmation regarding service of the Domain Complaint as well as the annexures thereto upon the Respondent.

Thereafter NIXI vide email dated November 29, 2019, forwarded soft copies of the Complaint as well as the annexures thereto to the Arbitrator and also confirmed that service of the said documents upon the Respondent via post (DTDC Courier) as well as e-mail. Thereafter post telephonic conversation with NIXI on November 29, 2019, an email dated December 02, 2019 was sent to NIXI, inter alia requesting to confirm whether NIXI shall consider the stipulated period of sixty (60) days for submission of award and conclusion of arbitral proceedings in a domain dispute matter to commence from the date when the Arbitrator sends formal communication to the concerned parties commencing the said arbitral proceedings, and not from the date of handover of the soft copy complaint documents to the Arbitrator, which was subsequently confirmed by NIXI vide email dated December 02, 2019. Further, the Arbitrator then sent an email dated December 09, 2019, to NIXI, inter alia requesting them to provide the INDRP matter number and information required to be included in the email subject line, so as to issue the formal notice of commencement of arbitration proceedings.

Thereafter NIXI vide email dated December 03, 2019, forwarded the above requested information, including copy of an email dated November 22, 2019 (in the email trail), by which NIXI had forwarded the soft copy of the Complaint, along with Annexures, as filed by the

Complainant in the matter, to all Parties, and made the pronouncement that Mrs. Lucy Rana, in her capacity as Arbitrator, would be handling the matter. Subsequently NIXI confirmed the abovementioned forwarded email vide another email dated December 03, 2019.

Thereafter, the Arbitrator, vide email dated December 03, 2019, announced that the Complaint along with Annexures had been duly served upon the Respondent, vide email as well as hard-copy. The Respondent was deemed to have been duly served with the Complaint and Annexures thereto and was granted a period of **fourteen (14) days** from the date of receipt of the email dated December 03, 2019, within which to file a response to the Complaint in hard as well as soft copy and forward copies of the same to the Complainant, the Arbitrator and the .IN Registry, failing which, the matter will be decided on the basis of material already available on record and on the basis of applicable law. The arbitration proceedings were therefore deemed to have commenced from December 03, 2019.

On December 19, 2019, the Arbitrator, vide email addressed to the Respondent, brought it on record that despite the prescribed deadline for the Respondents to respond in the matter having elapsed on December 18, 2019, in the interests of justice the Respondent was being granted an additional but final and non-extendable period of **seven (7) days** within which to submit a response (if any) in the matter.

As no response to the Complaint was preferred by the Respondent in the matter even after expiration of the aforementioned final time period of **seven (7) days**, the Arbitrator, vide email dated December 27, 2019, reserved the award to be passed on the basis of facts and documents available on the record.

4. Factual Background

The Complainant has submitted that it is a Limited Liability Company registered under the laws of Delaware, USA, and has been carrying out business with respect to, inter alia, internet and IT related goods and services, since its formation in 1998. Complainant submits that it is the operator of the search engine under the name/mark GOOGLE, and it is also known for other goods and services such as online advertising and email services. Complainant has submitted print-outs from its website, illustrating its various goods and services.

Complainant has submitted that it launched a platform - a set of applications under the name "Google Apps for Your Domain", comprising of the applications "Gmail", "Google Talk", "Google Calendar" and "Google Page Creator" in 2006. Complainant has further submitted that it also announced a separate edition of the aforesaid platform for schools under the name 'Google Apps for Education' in October 2006. Complainant has also submitted that it rebranded its aforementioned "Google Apps" to "G SUITE" in September 2016 and has also submitted documents evidencing the same as **Annexure B**, which comprise of, inter alia, print-outs of press releases, blog posts and news articles referring to the said rebranding exercise.

Complainant has submitted that as on date, "G SUITE" is a collection of enterprise based products which are grouped under four (4) primary functions of business - Connect, Create, Access and Control, and that the products are categorized under each function. Complainant has submitted that it offers its 'G SUITE' products on a monthly subscription basis. Complainant has submitted excerpts from its website which comprise of details about its "G SUITE" products as **Annexure C**.

Complainant has submitted that it offers products under the trade mark G SUITE under three (3) subscription types - Basic, Business and Enterprise. Complaint has further submitted that in 2018, its "enterprise" based products had 5 million paying customers and "G SUITE for Education" had 80 million users as of January 2019, and has annexed articles/blog-posts which refer to the said information as well as excerpts showing the pricing of its G SUITE products in INR (in India), as **Annexure D**.

Complainant has submitted that a person can become an official 'G SUITE' partner by enrolling with the Google Cloud Partner Advantage Program and post approval as a partner by the Complainant, a 'Google Cloud Partner Badge' is provided to the them. Complainant has submitted that it provides three models to its official partners (Sell Engagement Model, Service Engagement Model and Build Engagement Model) and has annexed excerpts from its website which refer to the above as **Annexure E**. Further, Complainant has provided further details about the aforementioned three models and has annexed documents referring to the same as **Annexure F**.

Complainant has submitted that it also provides guidelines that mandate that a third party, who is not an official partner/reseller, cannot display any Google Brand Feature (including trade marks and logs) as the most prominent element of their webpage or display a Google Brand Feature in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by the Complainant. In this regard, Complainant has given the example of the use of the trade mark G SUITE on the website under the disputed domain name as an example for the above. The Complainant has also stated that it has also created a 'Terms of Service' agreement pertaining to the goods and services under the G SUITE trade mark, and has further annexed copies of the aforementioned guidelines and agreements as **Annexure G**.

Complainant has submitted that it has continuously used the trade mark G SUITE globally since its adoption and that the same is inherently distinctive and is a strong identifier of source for the Complainant and its goods and services. The Complainant has submitted that its Complaint is based on the registered trade mark G SUITE, which is used primarily in connection with a platform comprising a set of hosted applications for use by businesses or educational institutions to integrate their needs within a single platform. Complaint has further submitted that it owns numerous registrations for the trade mark G SUITE in several jurisdictions and has annexed a representative sampling of registration certificates as **Annexure H**. Complainant has also submitted that its trade mark G SUITE is registered in India in Classes 9, 38, 39 (inadvertently mentioned as 38 in the Complaint) and 42 under IRDI no. 3574690, and has annexed relevant documents, including the Statement of grant of protection of the mark, as **Annexure I**.

Complainant has submitted that it has conceived, adopted and used the trade mark G SUITE continuously since 2016 and the same has become exclusively and globally associated with the Complainant in the eyes of the consumers, and hence use of the mark by an third party (who is not an official partner of the Complainant's program pertaining to the goods and services under the trade mark G SUITE) will lead to confusion and deception among the consumers and general public.

5. Complainant's Contentions

Complainant has submitted that it came across the Respondent's website under the disputed domain name in October 2019 and that as the domain comprises of the registered trade mark G SUITE, the same amounts to trade mark infringement and passing off. Complainant has further submitted that the disputed domain name was registered on November 02, 2018, which is subsequent to the Complainant's establishment of its rights in the trade mark G SUITE and that the Respondent ought to have been aware of the manner of use of the 'Google Brand Features' which prohibit, inter alia, using the mark as a part of their domain name or trademark on their website to represent their services. Complainant has also submitted that the guidelines are publicly available and the bad faith of the Respondent is apparent from the below factum - the disputed domain wholly incorporates the G SUITE trade mark; the Respondent is offering products /services under the said mark without enrolling as an official partner/seller; Respondent has hyperlinked the official G SUITE support page of the Complainant, which creates an impression of association; and that the overall impression as construed by the general public upon accessing the disputed domain will be that the same is either sponsored by the Complainant or is commercially affiliated with the Complainant.

6. Legal Grounds Submitted by the Complainant

The Complainant has submitted the following legal grounds in support of its complaint:

- A. The Disputed Domain Name's Similarity to the Complainant's Rights
[.IN Domain Dispute Resolution Policy, Paragraph 4(i); INDRP Rules, Paragraph 3(b)(vi)(1)]

The Complainant has contended that the disputed domain name incorporates the Complainant's registered trade mark G SUITE in toto and that the Respondent provides services pertaining to the Complainant's goods and services under the trade mark G SUITE, which makes it evident that the Respondent has always been aware of the Complainant's trade mark rights over the mark G SUITE.

The Complainant has further contended that the usage of the term "promo code" as a part of the disputed domain name merely indicates the nature of the services offered by the Respondent and that the same is insufficient to distinguish the disputed domain name from the Complainant's trade mark G SUITE and in this regard has relied upon the Delhi High Court's judgment in *Yahoo Inc. v. Akash Arora*, 1999 PTC (19) 201 (Del).

Complainant has further relied upon several UDRP decisions, including *Oki Data Americas, Inc. v. ASD, Inc.* (WIPO Case No. D2001-0903), *Go Daddy.com, Inc. v. Shoneye's Enterprise* (WIPO Case No. D2007-1090), *Qalo, LLC v. Chen Jinjun* and *Magnum Piercing Inc. v. The Mudjackers* (WIPO Case No. D2000-1525) and has contended that a domain name which wholly incorporates a Complainant's registered trade mark is sufficient to establish identity or confusing similarity.

Complainant has contended that it has used the trade mark G SUITE well prior to November 02, 2018, which is the registration date of the disputed domain name and that the Complainant's rights over the mark G SUITE in fact stretch back to 2016.

Arora

Complainant has further relied on the case of *Lockheed Martin Corporation v. Aslam Nadia* (INDRP Case No. 947), and contended that the addition of a generic term to a domain name which comprises of the Complainant's trade mark in toto, does not distinguish the disputed domain name.

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

[.IN Domain Dispute Resolution Policy, Paragraph 4(ii); INDRP Rules, Paragraph 3(b)(vi)(2)]

Complainant has contended that in the present case, the Respondent is not a part of nor is related to the Complainant and that it has never assigned, granted, licensed, sold, transferred or in any way authorised the respondent to use as a part of their trade name or as a part of a registered domain name comprising the trade mark G SUITE. Complainant has, in this regard, contended that prior panels have found that a Registrant may be found to lack any right or legitimate interest in a domain name where there is no indication that it is known by that name.

Complainant has contended that such unlicensed and unauthorised use of the disputed domain name by the Respondent is strong evidence that the Respondent has no rights or legitimate interest in the disputed domain name.

Complainant has further relied on the decisions passed by several preceding UDRP panels (including in the matter of *Research In Motion Limited v. Privacy Locked LLC/ Nat Collicot*, WIPO Case No. D2008-0320; and *The Gap, Inc. v. Deng Youqian*, WIPO Case No. D2009-0113) to contend that it ought to be presumed that the Respondent had constructive notice of the Complainant's trade mark if the same is shown by the Complainant to be well-known or in wide use on the internet or otherwise, and that such knowledge of the Respondent is an indicator of bad faith on its part in having registered the disputed domain name.

Complainant has contended that the Respondent is not using the disputed domain name for a bonafide offering of services, nor a legitimate non-commercial or fair use pursuant to the INDRP policy.

In view of the above, Complainant has contended that Respondent's use of the disputed domain name is neither a bonafide offering of services, nor a legitimate non-commercial or fair use under the Policy.

C. The Registrant's Domain Name has been registered or is being used in bad faith

[.IN Domain Dispute Resolution Policy, Paragraph 4(iii); INDRP Rules, Paragraph 3(b)(vi)(3)]

Complainant has contended that the Respondent is offering services pertaining to the Complainant's products under the trade mark G SUITE, which makes it evident that the Respondent had knowledge of the G SUITE trade mark of the Complainant (on the webpage as well as a part of the disputed domain), and that such knowledge is sufficient to establish registration in bad faith.

The Complainant has contended that the fame and unique qualities of the trade mark G SUITE (which was adopted and applied by the Complainant well-prior to the registration of the disputed domain name), makes it unlikely that the Respondent created the disputed domain name without any knowledge of the Complainant's trade mark.

Complainant has contended that according to section 3.1.4 of the WIPO Overview 3.0, panels have consistently found that mere registration of a domain name that is identical or confusingly similar (particularly domain names comprising of typos or incorporating the mark plus a descriptive term) to a famous or widely known trade mark by an unaffiliated entity, can create a presumption of bad faith.

In this regard, the Complainant has relied on the decision passed in the matter of *Motorola, Inc. v. New Gate Internet, Inc.*, WIPO Case No. D2000-0079, to contend that the Respondent's use in the present matter cannot be considered to be bonafide.

In view of the above, the Complainant has contended that the Respondent has registered and is using the disputed domain name in bad faith.

Other Legal Proceedings

The Complainant has submitted that there are no other legal proceedings that have been commenced against the Respondent in relation to the domain name **<GSUITEPROMOCODE.IN>**.

Reliefs claimed by the Complainant (Paragraph 10 of the INDRP read with Paragraph 3(b)(vii) of the INDRP Rules of Procedure)

The Complainant has claimed for the disputed domain name, i.e. **<GSUITEPROMOCODE.IN>** the following reliefs:

- i. That the dispute outlined in the present complaint be submitted to arbitration in accordance with the Dispute Resolution Policy and Rules framed thereunder, as per Rule 3(b) (i) of the INDRP Rules of Procedure, 2005;
- ii. That the .IN Registry of NIXI be directed to transfer the domain name/URL of the Respondent – www.gsuitepromocode.in to the Complainant;
- iii. That the costs of the present proceedings be granted to the Complainant;
- iv. That any other order, in the facts and circumstances of the case and in the interest of justice, may be passed in present case.

7. Respondent's Contentions

As already mentioned in the Factual Background of the matter, despite being duly served with a copy of the Domain Complaint as filed and thereafter granted adequate time to respond to the same, the Respondent had not submitted any response thereto, or in fact any communication of any kind to either the Complainant, NIXI or the Arbitrator in respect of the matter.

8. Discussion and Findings

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

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

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

The Complainant has established its rights in the mark **G SUITE** in India, and based on the evidence placed on record, the Complainant's trade mark rights in India at least dates back to the date of application of the IRDI trade mark application no. 3574690 dated December 08, 2016, for the mark **G SUITE** and to that end the Complainant has submitted a copy of the Indian Trade Marks Registry's status page as well as the statement of grant of protection for the aforesaid mark. The Complainant has also submitted several trade mark registration certificates for the mark **G SUITE** in several jurisdictions, including but not limited to Brazil, Hong Kong, Israel, Japan, Malaysia, South Korea, Taiwan, etc. These rights pre-date the registration of the domain name **<GSUITEPROMOCODE.IN>** by the Respondent.

It is well established that trade mark registration is recognized as prima facie evidence of rights in a mark. The Complainant, by filing a registration certificate (statement of grant of protection as issued in the WIPO Gazette No. 38/2018 dated October 04, 2018) of its registered trademark no. 3574690 dated December 08, 2016, has established that it has prior statutory rights in the trademark **G SUITE** in India.

The Complainant has also submitted documents showing online use of its mark **G SUITE** prior to the date of registration of the domain name by the Respondent. Complainant has also submitted that there are certain guidelines for usage of its trade mark **G SUITE** by third parties, and that the Respondent herein is not covered under the same as it has no connection with the Complainant.

The disputed domain name **<GSUITEPROMOCODE.IN>** incorporates the trade mark **G SUITE** in toto and the Complainant has pointed out that the Respondent is offering products and services under the trade mark **G SUITE** without enrolling as an official partner or reseller of the Complainant. The Complainant has further pointed out that the Respondent provides services pertaining to the Complainant's goods and services under the trade mark **G SUITE** which indicates knowledge/awareness of the Complainant's mark. The disputed domain comprises of the term "promo code" in addition to the mark **G SUITE**, which indicates the nature of services, and that addition of the aforesaid term is not sufficient to distinguish the disputed domain name.

In the present dispute, the use of the term "promo code" does not distinguish the disputed domain name from the Complainant's trade mark and the mere addition of a generic/descriptive



term cannot be said to diminish the similarity. As noted by the Complainant, such establishment of confusing similarity has been observed by the Delhi High Court in the case of *Yahoo Inc. v. Akash Arora*, 1999 PTC (19) 201 (Del), as well as by NIXI in *Lockheed Martin Corporation v. Aslam Nadia* (INDRP Case No. 947) as well as several UDRP decisions as cited by the Complainant.

The Complainant has also submitted that it has not licensed or otherwise authorized the Respondent to use the trade mark **G SUITE** and neither has the Respondent enrolled as an official partner or reseller with the Complainant.

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

In view of the aforesaid, the Arbitrator finds that the Complainant has successfully established the requirements as under Paragraph 4(i) of the .IN Domain Name Dispute Resolution Policy, that the Complainant has statutory and common law rights over the mark **G SUITE** and that the Respondent's domain <GSUITEPROMOCODE.IN> is confusingly identical/similar to the Complainant's trade mark.

ii. The Registrant has no rights and legitimate interest in respect of the domain name (Paragraph 4(ii) and Paragraph 7 of the .IN Domain Name Dispute Resolution Policy)

The Complainant has contended that neither the Respondent is a part of/or related to the Complainant, nor has the Complainant licensed or otherwise authorised the Respondent to use the trade mark **G SUITE**.

In the present dispute, Complainant has established that it has rights over the mark **G SUITE** and that the domain <GSUITEPROMOCODE.IN> is confusingly identical/similar to the Complainant's trade mark.

The element under Paragraph 4(ii) and Paragraph 7 of the .IN Domain Name Dispute Resolution Policy necessitates that Complainant has to establish a prima facie case that Respondent has no rights or legitimate interests in the disputed domain in question. The burden thereafter lies on the Respondent to rebut the showing by providing evidence of its rights or legitimate interests in the domain name. It has been held in numerous cases, including in *Huolala Global Investment Limited v Li Chenggong* (INDRP Case No. 1027) that the onus of proving rights or legitimate interest in the disputed domain name lies on the Respondent. If the Respondent fails to come forward with relevant evidence to prove rights and legitimate interest in the disputed domain name, and if the Complainant is found to have put forward a prima facie case, then the Complainant prevails.

Under paragraph 7 of the INDRP policy, it is stated that Respondent can demonstrate rights or legitimate interests in a disputed domain by showing - (i) before any notice to the Registrant of the dispute, the Registrant's use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; (ii) the Registrant (as an individual, business, or other organization) has been commonly known by the domain name, even if the Registrant has acquired no trademark or service mark rights; or (iii) the Registrant is making a legitimate non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

In this case, the Respondent has not submitted any response and/or any evidence of its rights and interests. The Respondent has not been able to establish any of the conditions pre-requisite for considering a registrant's rights and legitimate interests in a domain name as set out under Paragraph 7 of the INDRP.

It has further been held by numerous UDRP panels, including the ones cited by the Complainant, that the Respondent may be presumed to have constructive notice of the Complainant's trade mark if the Complainant can show that the mark has ubiquitous use, including online use and that such knowledge can be construed as an indicator of bad faith.

The Complainant has established a prima facie case of its rights in the mark **G SUITE**, and in view of the facts and circumstances and evidence on record, the Arbitrator finds that Respondent has not established any rights or legitimate interests in the disputed domain name and that the Respondent is not using the disputed domain name for a bonafide offering of services and is not making legitimate non-commercial or fair use of the Complainant's trade mark.

In view of the aforesaid, the Arbitrator finds that the Complainant has successfully established the requirements as under Paragraph 4(ii) of the .IN Domain Name Dispute Resolution Policy.

iii. The Registrant's domain name has been registered or is being used in bad faith (Paragraph 4(iii) and Paragraph 6 of the INDRP)

Paragraph 6 of the INDRP stipulates the below circumstances which show registration and use of a domain name in bad faith - (i) circumstances indicating that the Registrant has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant, who bears the name or is the owner of the trademark or service mark, or to a competitor of that Complainant, for valuable consideration in excess of the Registrant's documented out-of-pocket costs directly related to the domain name; or (ii) the Registrant has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the Registrant has engaged in a pattern of such conduct; or (iii) by using the domain name, the Registrant has intentionally attempted to attract Internet users to the Registrant's website or other online location, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of the Registrant's website or location or of a product or service on the Registrant's website or location.

Based on the evidence on record, it appears that by registering and using the domain <**GSUITEPROMOCODE.IN**>, the Respondent has engaged in conduct as enumerated in paragraph 6 (iii) of the INDRP, that *it has intentionally attempted to attract Internet users to the Registrant's website or other on-line location, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of the Registrant's website or location or of a product or service on the Registrant's website or location.* In this regard, besides hyperlinking the official **G SUITE** support page that has been created and is maintained by the Complainant (at the URL https://gsuite.google.com/intl/en_in/support, as submitted by the Complainant at page no. 8), the Complainant has not licensed or authorised the Respondent to use the mark **G SUITE** and neither has the Respondent enrolled as an official partner/seller with the Complainant.

Complainant has further contended that the Respondent is offering services pertaining to the Complainant's products under the trade mark **G SUITE** which makes it evident that the Respondent has been aware that the trade mark **G SUITE** belongs to the Complainant and the use of the same (on the webpage or as a part of the disputed domain name) denotes a reference to the Complainant alone. Complainant in this regard has contended that such knowledge of services and the trade mark it is being offered under is sufficient to establish registration in bad faith.

Complainant has also contended that other panels have consistently found that the mere registration of a domain name that is identical or confusingly similar, including domain names incorporating the mark plus a descriptive term, by an unaffiliated third party can itself lead to presumption of bad faith.

Further, the Respondent's use of the disputed domain name has not been defended as having been bona fide and the Respondent has not submitted any reply nor rebuttal to the Complainant's contentions, or evidence in support of its bona fide use of the disputed domain name.

In light of the above and evidence placed on record in support thereto, the Arbitrator finds that the disputed domain name was registered in bad faith.

In view of the aforesaid, the Arbitrator concludes that the Complainant has satisfactorily proved the requirements of Paragraph 4(iii) and Paragraph 6 of the INDRP.

8. Decision

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

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

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

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



Lucy Rana, Sole Arbitrator

Date: January 14, 2020.

Place: New Delhi, India.