



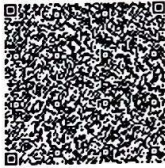
सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL90396989102200T
Certificate Issued Date	: 28-Jun-2021 01:31 PM
Account Reference	: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL-SELF79517715046622T
Purchased by	: KARNIKA SETH
Description of Document	: Article 12 Award
Property Description	: ARBITRATION AWARD UNDER INDRP POLICY
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KARNIKA SETH
Second Party	: KARNIKA SETH
Stamp Duty Paid By	: KARNIKA SETH
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



SELF PRINTED CERTIFICATE  
TO BE VERIFIED BY THE RECIPIENT

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ARBITRATION AWARD

INDRP CASE NO. 1359

*[Signature]*

Statutory Alert

**ARBITRATION AWARD**

**Before the Sole Arbitrator, Dr. Karnika Seth**

**IN INDRP Case No. 1359**

**.IN REGISTRY**

**(NATIONAL INTERNET EXCHANGE OF INDIA)**

**.IN Domain Name Dispute Resolution Policy (INDRP)**

**Disputed Domain Name: [www.manipalcigna.co.in](http://www.manipalcigna.co.in)**

**Dated: 28<sup>th</sup> June, 2021**

**IN THE MATTER OF:**

**ManipalCigna Health Insurance Company Ltd.**

**401/402, 4<sup>th</sup> Floor, Raheja Titanium,**

**Western Express Highway, Goregaon (East)**

**Mumbai-400063**

**India**

**..... Complainant**

**Vs.**

**SOS Travel House**

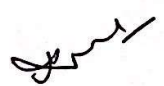
**230-A, Masjid Moth,**

**South Extension Part-II,**

**New Delhi-110049**

**India**

**..... Respondent**





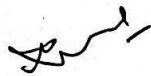
**1. Parties**

- 1.1. The Complainant in this Arbitration proceeding is ManipalCigna Health Insurance Company Ltd having address at 401/402, 4<sup>th</sup> Floor, Raheja Titanium, Western Express Highway, Goregaon (East), Mumbai-400063, India. The Complainant is represented by its authorized representatives Sachdeva Law Chambers.
- 1.2. The Respondent in this Arbitration proceeding as per the 'Whois' record is SOS Travel House, having address at 230-A, Masjid Moth, South Extension Part-II, New Delhi-110049, India and having office also at E-2420, Palam Vihar, Gurgaon-122001 (as per **Annexure 2** of the complaint). The Respondent's email address is [suneet@sostravelhouse.com](mailto:suneet@sostravelhouse.com) and [infor@sostravelhouse.com](mailto:infor@sostravelhouse.com).

2. **The Dispute-** The domain name in dispute is "[www.manipalcigna.co.in](http://www.manipalcigna.co.in)". According to .IN 'Whois' search, the Registrar of the disputed domain name is Endurance Domains Technology LLP.

**3. Important Dates**

S. No.	Particulars	Date (All communication in electronic mode)
1.	Date on which NIXI's email was received for appointment as Arbitrator.	March 9, 2021



2.	Date on which consent was given to act as an Arbitrator in the case.	March 9, 2021
3.	Date of Appointment as Arbitrator.	March 10, 2021
4.	Soft Copy of complaint and annexures were received from NIXI through email.	March 10, 2021
5.	Date on which notice was issued to the Respondent	March 11, 2021
6.	Date on which Reply was filed by Respondent	May 17, 2021
7.	Date on which Rejoinder was filed	June 22, 2021
8.	Date on which Award passed	June 28, 2021

#### 4. Procedural History

- 4.1 This is mandatory arbitration proceeding in accordance with the .IN Domain Name Dispute Resolution Policy (INDRP) adopted by the National Internet Exchange of India (NIXI). The INDRP Rules of Procedure (the Rules) were approved by NIXI on 28<sup>th</sup> June, 2005 in accordance with the Indian Arbitration and Conciliation Act, 1996. The updated rules are available on <https://www.registry.in/INDRP%20Rules%20of%20Procedure>. By registering the disputed domain name accredited Registrar of NIXI, the Respondent agreed to the resolution of the dispute pursuant to the .IN Dispute Resolution Policy and Rules framed thereunder.
- 4.2 In accordance with the Rules 2(a) and 4(a) of INDRP Rules, NIXI formally notified the Respondent of the complaint and appointed Dr. Karnika Seth as the Sole arbitrator for adjudicating upon the dispute in accordance with the Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The





Arbitrator submitted the statement of Acceptance and Declaration of impartiality and independence, as required by NIXI.

- 4.3 The Complaint was filed in accordance with the requirements of the .IN Domain Name Dispute Resolution.
- 4.4 The Arbitrator issued notice to the Respondent on 11<sup>th</sup> March, 2021 at the email address [sumeet@sostravelhouse.com](mailto:sumeet@sostravelhouse.com) and [infor@sostravelhouse.com](mailto:infor@sostravelhouse.com) calling upon the Respondent to submit his reply to the complaint within fifteen (15) days of receipt of the Arbitrator's email. The Respondent sought adjournments from time to time owing to the covid lock down and was granted extension of time on numerous occasions till he filed the reply on 17 May 2021.

## 5. Factual Background

- 5.1 The Complainant trading as **ManipalCigna Health Insurance Company** is a health insurance company incorporated and registered under the laws of India. Incorporated in 2012, the company offers full suite of insurance solutions. It is registered and licensed as an insurance company with Insurance Regulatory and Development Authority of India (IRDAI). The Complainant offers insurance solutions in health, personal accident, major illness, travel and global care to individual customers, employer-employee and non-employer-employee groups.
- 5.2 The Complainant is headquartered out of Mumbai and is a joint venture between the Manipal Group a known name in the field of healthcare delivery and higher education in India and Cigna Corporation, a global health services company with presence in over 30 plus countries and serving more than 160



million+ customers around the world and the Indian conglomerate- TTK Group (as per **Annexure 3** of Complaint).

- 5.3 The Complainant has over 46 operational offices covering major metros and towns with a multi distribution network of over 20,000 agents, 250+ major brokers and is present in over 7000 point of sales locations. The Complainant through its trademark MANIPAL CIGNA (word mark and logo



) is conducting its business of offering a full

suite of insurance solution ranging from health, personal accidents, major illness and global care with tie-ups with 17 leading banks, NBFC and MFIs and also has a network of over 6500 trusted hospitals.

- 5.4 The Complainant has been marketing and advertising its services and using its trademark 'MANIPAL CIGNA', including through its website [www.manipalcigna.com](http://www.manipalcigna.com) and by the virtue of its long use and substantial advertising and promoting the trademark, MANIPALCIGNA is exclusively and solely associated with the Complainant and has earned significant good will and recognition.

- 5.5 The Complainant has been using the trademark MANIPAL CIGNA distinctively for use in connection with the health insurance solution and also maintains the active website [www.manipalcigna.com](http://www.manipalcigna.com) which was registered on August 15<sup>th</sup>, 2017 providing relevant information to the investors regarding the Complainant's services. The Complainant uses various other domain names comprising of the trademark MANIPAL CIGNA that are registered from time to time (Annexed as **Annexure 4** of the complaint). Moreover, it is pertinent to note that the complainant's website [www.manipalcigna.com](http://www.manipalcigna.com) is listed on IRDAI official website and public at large are redirected to the



Complainant's website from the IRDAI official website also (Annexed as **Annexure 5 and 6** of complaint).

- 5.6 The Respondent in this administrative proceeding as per the Whois database, is Mr. Sumeet Chopra Sole Proprietor of SOS Travel House, having address at 230-A, Masjid Moth, South Extension Part-II, New Delhi-110049, India and having office also at: E-2420, Palam Vihar, Gurgaon-122001.

The Respondent's email address is sumeet@sostravelhouse.com and infor@sostravelhouse.com.

## 6. Parties Contention

### 6.1 Complainant's Submission-

- 6.1.1 The Complainant operating as ManipalCigna is a leading insurance company based in India and in relation to its services and products adopted the trading name MANIPAL CIGNA (word mark and logo mark described above). The Complainant claims it has statutory and common law rights in the trademark and has been using the mark continuously for its services not only in Mumbai but in other parts of India. The Complainant's website www.manipalcigna.com is viewed by thousands of visitors each day. The Complainant submits that it had more than 2,387,000 visitors on its site from May 2019 to December 2020 (as per **Annexure 7** of complaint). Due to its established reputation across all over the country the word MANIPAL CIGNA is inextricably associated with the Complainant only.

- 6.1.2 The Complainant uses the trademark MANIPAL CIGNA for health insurance solution which provides relevant information about the Complainant's services to its customers and act as a useful reckoner that assists users to opt for insurance policies/ products based on their individual needs and means (as per **Annexure 5** of complaint). The Complainant has a very strong social



media presence on Facebook, Twitter, YouTube and LinkedIn. The Complainant's social media accounts are popular with over 1,02,677 followers on Facebook, 3252 followers on Twitter, 3.69K subscribers on YouTube and 13,210 followers on LinkedIn (as per **Annexure 8** of complaint). The Complainant states it is the owner and proprietor of [www.manipalcigna.com](http://www.manipalcigna.com) which contains all its services and products under the MANIPAL CIGNA mark. The Complainant submits that the though Respondent is one of the authorized agents of the complainant, Respondent has registered the disputed domain name [www.manipalcigna.co.in](http://www.manipalcigna.co.in) without any authorization or permission from the complainant. The disputed domain name diverts and leads the customers to the email of [wecare@manipalcigna.co.in](mailto:wecare@manipalcigna.co.in) which is neither controlled nor monitored by the Complainant. The Respondent has registered the impugned domain name in bad faith.

- 6.1.3 The Complainant submits that the disputed domain name is identical to and clear imitation of the 'MANIPAL CIGNA' trademark and has been used with an intention to pass off as its own. The disputed domain name [www.manipalcigna.co.in](http://www.manipalcigna.co.in) and other domain names registered by the Complainant (as per **Annexure 4** colly of the complaint) contains the trademark MANIPAL CIGNA in an identical form and referring to the field of insurance policies. Further, the Complainant submits that the Respondent is not only using the Complainant's trademark in its entirety but also the artistic rendition of the said mark as well as other identifying features such as logos and marks. The Complainant submits that on making internal inquiries concluded that the Complainant and the Respondent had entered into an Agency Agreement on May 09<sup>th</sup>, 2015 and the Respondent was an insurance agent with the Complainant but the Complainant did not grant any





authorization to the Respondent for registration of the impugned domain name. The Act of the Respondent of registering the disputed domain name <www.manipalcigna.co.in> and further providing the information/advertisements on the same without the written approval of the Complainant led to the breach of the terms of the said agreement (as per **Annexure 12** of the complaint).

- 6.1.4 In addition, a joint call was organized on July 14<sup>th</sup>, 2020 between the Complainant and the Respondent in which the Respondent agreed to remove the unauthorized and illegal content from the impugned website but refused to transfer the disputed domain name in the favour of the Complainant despite the request made by the Complainant. Therefore, the Complainant issued a cease and desist notice on Respondent on 30<sup>th</sup> Sept., 2020 and by the said notice requisitioned the respondent to cease and desist from using the mark MANIPAL CIGNA in any manner such as the part of domain name, part of corporate name, web address, email address or in any manner whatsoever (as per **Annexure 9** of the complaint).
- 6.1.5 The Complainant states that the Respondent has no legitimate interest in the domain name or the mark is used by the respondent for making illegal monetary gains and thereby infringes the MANIPAL CIGNA trademark and deceive consumers as to connection or association of the disputed domain name with the Complainant, which is incorrect and injures the Complainant's interests. The Complainant states further that the Respondent responded through a letter dated October 09<sup>th</sup>, 2020 that the Respondent is using the Complainants mark "MANIPAL CIGNA" to enhance the business and gain mutual monetary benefits for both the parties. The Respondent further stated therein that he had purchased the impugned domain name in a bona fide belief. The Complainant believes that the interest of the Respondent is to make illegal



monetary gains and compensation from the Complainant. The Complainant avers compensation of approximately 3 lakhs was indicated by the Respondent on a call to transfer domain name to cover cost of registration and its website development (ref. **Annexure 10** of complaint).

6.1.6 The Complainant submits that by the letter dated November 27<sup>th</sup>, 2020, the Complainant refused the offer of the Respondent to entertain any settlement that involves monetary compensation and repeatedly requested the Respondent to transfer the disputed domain name in the favour of the Complainant (as per **Annexure 11** of complaint). But the Respondent did not agree to transfer the impugned domain name in the favour of the complainant due to his mala fide intentions to drive unjust monetary gains by demanding a commercial negotiation. (*Premira IP limited vs Paperboy & co INDRP /092, LF LLC v. Lira INDRP/1128*)

## **6.2 Respondent's Defence vide email dated 18<sup>th</sup> May, 2021**

The Respondent vide its Reply to the present complaint has put forth the following contentions and submissions, briefly stated hereinafter:

6.2.1 The Respondent filed his reply submitted -:

- a) The Complaint of the Complainant has not been validly instituted as per the INDRP rules as the Complainant has not filed with the complaint Board Resolution dated 25.06.2018 and the company policy which delegated power to Mr. Sameer Bhatnagar and Mr. Akhil Kulhari
- b) The Complainant has failed to show evidence wherein the said disputed domain name has been used in bad faith by the Respondent and ingredients of clause 4(a) and clause 4(b) of the INDRP policy.
- c) The impugned domain name was used by Respondent to promote and market the business of Complainant and the same is duly admitted by





Complainant in the complaint. The Respondent also submits that he procured the impugned domain name after entering into the master agent agreement with Complainant and because the disputed domain name was available in the open market.

d) Respondent submitted that in terms of IRDA Advertisement Regulation 2002 and in terms of Clause 3 of Master Service Agreement, the agent of the company (in this case the Complainant) is not required to seek prior written permission from the company in the following situations:

- i. Advertisements developed by the Company and provided to the Insurance agents;
- ii. Generic Advertisements limited to information like the name, logo, address and phone numbers of the insurance agent
- iii. Advertisements that consist of one simple and correct statements describing the availability of lines of insurance, references of experience, service and qualifications: but making no reference to specific policies, benefits, costs of the company

e) The Respondent had registered the impugned domain name in good faith and removed the alleged infringing material from the impugned website on being asked to do so by the Complainant.

#### **7. Complainant's Submission in Rejoinder vide email dated 22<sup>nd</sup> June, 2021**

The Complainant responded to the Respondent's reply dated 17<sup>th</sup> May, 2021 on 22<sup>nd</sup> June 2021. Facts and submissions already stated in the complaint are not being repeated herein for the sake of brevity.

**7.1** The Complainant filed its rejoinder with submissions as follows:

- a) The Complainant submits that the Respondent in its reply to the complaint has expressed his willingness to transfer the impugned domain name in



favour of the complainant. The Complainant extracted the relevant portion of Respondent to support this averment.

*"I) That without prejudice it is once again requested that the Respondent is ready and willing to transfer the subject domain name to the Complainant subject to that the same shall amount to full and final settlement of all disputes. The said proposal of transferring the subject domain name without any compensation was also offered without prejudice on an earlier occasion also but the Complainant without reverting to the same had initiated the present proceedings. It is submitted that a request for a personal hearing was also made for the said purpose by the counsel for the Respondent to the Ld. Arbitrator vide email dated April 6, 2021."*

- b) That the Complainant has fulfilled the bad faith requirement under clause 4(c) of the INDRP. The Complainant submits that as per para 7 "evidence of registration and use of domain name in bad faith" of the INDRP policy has been duly proven by the Complainant.
- c) That as per the IRDAI's Appointment of Insurance Agents, Regulations, 2016 read with the IRDAI Guidelines on Appointment of Insurance Agents, 2017 an Authorised agent is strictly bound by the terms and conditions of the guidelines. Further, the Complainant submits that no agent is permitted by the company to claim any rights in the name, logo, trade mark, trade name etc., or proprietary intellectual property rights such as registration of a domain name even in the ordinary course of business.
- d) The Complainant submits that an authorized agent is only permitted to advertise the name, logo, address etc of the company in the course of business with adherence to the applicable laws and agency agreement. The Complainant has neither authorized nor permitted the Respondent to apply





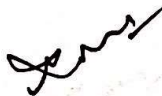
for, register or use the impugned domain name and the said acts have been done in bad faith.

- e) That as per the Insurance Act, 1938 and Code of Conduct under the IRDAI (Appointment of Insurance Agents) Regulations 2016 solicitation of insurance by any unauthorized agent is prohibited. Complainant submits that the Respondent (even though an authorized agent of complainant) cannot claim proprietary rights over the trade mark / trade name of the Complainant, including a domain name registration, moreso where entity is not related to insurance but a travel company for lack of permission/authority.
- f) The Complainant submits that the IRDAI has issued guidelines on Insurance E-Commerce dated March 9, 2017 and as per the guidelines, it prohibits insurance agents from setting up insurance self-network platforms. The Complaint has reiterated the relevant paragraph from the guidelines. (Annexed as **Annexure 13** to the Rejoinder)
- g) The Respondent had offered to transfer the impugned domain name on being paid adequate compensation to procure and develop the impugned domain name (as per **Annexure 14** to the Rejoinder).

The Complainant has prayed that the relief sought by the Respondent be dismissed and the impugned domain name be transferred to the Complainant with exemplary costs to be awarded to the Complainant.

## **8. Discussion & Findings**


- 8.1** The .IN Domain Name Dispute Resolution Policy in clause 4 requires Complainant to establish the following three requisite conditions: -



- a) The disputed domain name is identical or confusingly similar to the trademark in which Complainant has right
- b) The Respondent has no rights or legitimate interest in the domain name and
- c) The Respondent's domain name has been registered or is being used in bad faith

**8.2 The Registrant's domain name is identical or confusingly similar to a name, trademark or service mark in which the Complainant has rights (Paragraph 4(a))**

The Complainant states that it holds trademark rights in the trademark "MANIPAL CIGNA" (both device and word mark) in India. Although, the Complainant has not filed any record of the trademark registration and it is however, protected as an unregistered trademark in India due to its continuous and extensive use. The trademark appears, inter alia, on the Complainant's website at [www.manipalcigna.com](http://www.manipalcigna.com) and also on the Complainant's social media pages and sufficient evidence has been filed to prove its use as a trademark by the Complainant. The Complainant submits that it is sole proprietor of the mark "MANIPAL CIGNA" in India and that the trademark has earned goodwill and reputation and is extensively used with regards to MANIPAL CIGNA insurance services and products. The complainant has filed website screenshots and social media pages as sufficient proof to substantiate that the trademark "MANIPAL CIGNA" is associated with no other but the Complainant in India. Therefore, it is established that the Complainant has protection of the trademark "MANIPAL CIGNA" in India even though trademark do not have statutory protection under Trademarks Act, 1999. The Arbitrator finds the disputed domain name <[www.manipalcigna.co.in](http://www.manipalcigna.co.in)> is identical and deceptively similar to Complainant's trademark in which the Complainant has exclusive trademark



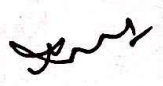


rights. The Respondent has exactly incorporated the essential element MANIPAL CIGNA of the Complainant's MANIPAL CIGNA trademark and name in the impugned domain name. Therefore, according to the Arbitrator, the Complainant's trademark as well as the Complainant's domain name www.manipalcigna.com are identical to the Respondent's disputed domain name.

As per WIPO Synopsis 3.0, while each case is judged on its own merits, in cases where a domain name incorporates the entirety of a trademark or where at least a dominant feature of the relevant mark is recognizable in the domain name, the domain name will normally be considered confusingly similar the mark for the purposes of UDRP standing.

The Disputed domain name www.manipalcigna.co.in consists of "MANIPAL CIGNA", the Complainant's trademark in entirety and the ccTLD "co.in" which is likely to deceive and confuse consumers. It is well recognized that incorporating a trademark which is a well-known mark in its entirety, is sufficient to establish that the domain name is identical or confusingly similar to the Complainant's mark. (*LEGO Juris A/S v. Robert Martin* INDRP/125 (2010); *Viacom International Inc. v. MTV ALBUMS- Mega Top Video Albums Peter Miadshi*. WIPO Case No. D2002-0196; *Wal Mart Stores Inc v. Kuchora, Kal*, WIPO no. D2006-0033).

Also, it is a settled law that the presence or absence of spaces, punctuation marks between words or indicators for top level domains such as .com. or ccTlds .in, co.in are irrelevant to the consideration of similarity between a

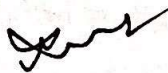


trademark and a disputed domain name. (*Magnum Piering Inc v. The Mudjackers Garwood S. Wilson, Sr.*, WIPO case no. D2000-1525)

As the Respondent's disputed domain name is exactly same in structure and appearance with the Complainant's trademark and the Respondent failed to rebut the contentions of the Complainant, the Arbitrator finds that the Respondent's domain name is identical to Complainants' trademark and is likely to deceive the customers. Also, the Arbitrator finds the complaint is based on a legally valid power of attorney document of which supporting proof has been duly filed by the Complainant with the complaint.

**8.3 The Registrant has no rights or legitimate interests in respect of the domain name (Paragraph 4(b))**

Under paragraph 6 of the policy, a Respondent or a Registrant can prove rights or legitimate interest in the domain name. The Complainant has filed sufficient evidence to prove disputed domain name is identical to 'MANIPAL CIGNA' trademark in which the complainant enjoys substantial reputation and goodwill including the web shots of google analytics showing the number of users visited complainants' site from May 2019 to December 20202 (as per Annexure 7 of complaint) and the printouts of the screenshots of various social media platforms (as per Annexure 8 (colly)). The Respondent has rebutted the contentions of the complaint and submitted that the said impugned domain name was procured in good faith only to promote and market the business of the Complainant. However, no right or legitimate interest in registering the impugned domain name is established as Complainant neither authorized nor permitted Respondent to register the impugned domain name.





The Respondent's deliberate and persistent demanding of monetary compensation for transferring the Impugned domain name in Complainant's favor amounts to cybersquatting (as per Annexure 10 of complaint). The Respondent made demands of compensation towards not only registration of the impugned domain name but also for developing the impugned website. The panels under WIPO Overview 3.0, Section 2.5.3 have held that such an offer to sell the disputed domain name does not constitute legitimate non-commercial or fair use of the disputed domain name and any use of the disputed domain name would result in deception and diversion of users or potential users of the Complainant. (*Government Employees Insurance Company v ICS, INC*, case no. D2019-1923)

Also, to the extent that Respondent may be considered a "reseller" or agent for insurance services, the panel have found that the requirement set forth in *Oki Data Americas, Inc v. ASD, Inc.* WIPO Case no. D2001-0903 should be considered.

The Complainant contends that Respondent has registered the domain name only to take unfair advantage of Complainant's reputation and goodwill. The Respondent also failed to file any documents with his reply to show that he is making any legitimate, non-commercial or fair use of domain name without intent for unjust monetary gains. The Arbitrator finds that the Respondent has no right and /or legitimate interest in the disputed domain name.

**8.4 The Registrant's domain name has been registered or is being used in bad faith (Paragraph 4(c))**

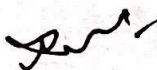
For the purpose of Para 4(c) of .IN Policy, under paragraph 7 of the policy, the complainant is required to establish that the domain name was registered or is



being used in bad faith. The Complainant has been using the mark "MANIPAL CIGNA" in India in relation to health care insurance solutions. The Complainant submitted that the Respondent is not authorized by the complainant to claim proprietary rights over the trademark or domain name consisting of the trademark in entirety.

The Respondent has produced no evidence or satisfactory justification for registering the disputed domain name. In fact, Complainant has filed evidence to show bad faith registration by attaching the screenshot of the impugned website in the complaint showing its unfair use by Respondent and Respondent's willingness to transfer the impugned domain name to Complainant for adequate compensation. The Complainant has further filed the printout copy of the letter dated October 09<sup>th</sup>, 2020 (**Annexed as Annexure 10**) where the Respondent is illegally asking for monetary gain as compensation to him for the money spent by him in developing the impugned domain name.

The Complainant submits that there was only an Agency Agreement with the Respondent and he was never authorized by Complainant to register and/or use the disputed domain name as there was no authorization or consent by the Complainant. Complainant provided sufficient evidence showing widespread use, goodwill and registrations of the various domain names bearing 'MANIPAL CIGNA' mark in India. Respondent's registration of the disputed domain name incorporates completely the registered trademark MANIPAL CIGNA of the Complainant. (WIPO overview 3.0 notes in section 3.14 "*Panels have consistently found that the mere registration of a domain name that is identical or confusingly similar (particularly domain names comprising typos or incorporating the mark plus a descriptive term) to a famous or widely-known*





*trademark by an unaffiliated entity can by itself create a presumption of bad faith". The same principle is relied on in Adobe Inc. v. Amin Mohammadsalehi, Uranos, case No. DIR2020-0006 wherein bad faith registration was also found.*

Thus, the Arbitrator finds that Respondent's domain name clearly establishes the bad faith and mala fide intention of the Respondent. It shows that he intended to hoard the disputed domain name and transfer the domain name at an exorbitant price. The Complainant's domain name [www.manipalcigna.com](http://www.manipalcigna.com) was created and used since 2017 (as per **Annexure 5 of complaint**) and the disputed domain name was registered by the Respondent on 6<sup>th</sup> January, 2020. Thus, the Complainant's right in the 'MANIPAL CIGNA' mark predates Respondent's registration of the disputed domain name.

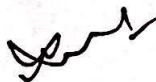
Moreover, it is settled law that the incorporation of a well-known trademark into a domain name by a registrant having no plausible explanation for doing so may be, in and of itself, an indication of bad faith (*Microsoft Corporation v. Montrose Corporation, WIPO Case No. D2000-1568*). In present case, the Respondent failed to file any satisfactory response to the contention and submissions of the Complainant.

For the aforesaid reasons, the Arbitrator finds the disputed domain name has been registered and used in bad faith under the .IN Policy.

## 9. DECISION

On the basis of the abovesaid findings the Sole Arbitrator finds that:

- a) The Complainant has successfully established three grounds required under the policy to succeed in these proceedings



b) Respondent has failed to rebut averments, contentions and submissions of the Complainant.

The Arbitrator directs the .IN Registry of NIXI to transfer the domain name "www.manipalcigna.co.in" to the Complainant.

The Award is passed on 28<sup>th</sup> June, 2021

Place: Noida



Dr. Karnika Seth  
Sole Arbitrator