



सत्यमेव जयते

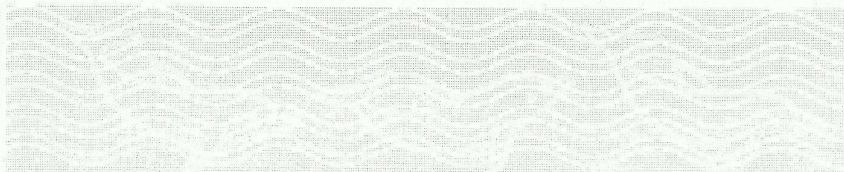
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

- Page # 1 -

e-Stamp

Certificate No.	: IN-DL75068289327960T
Certificate Issued Date	: 23-Apr-2021 02:41 PM
Account Reference	: IMPACC (SH)/ dlshimp17/ DWARKA/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDSLHIMP1750386683018390T
Purchased by	: KAMAL DAVE
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KAMAL DAVE
Second Party	: Not Applicable
Stamp Duty Paid By	: KAMAL DAVE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

In the matter of the Arbitration Act 1996 as Amended by
Arbitration & Conciliation (Amendment) Act, 2015;

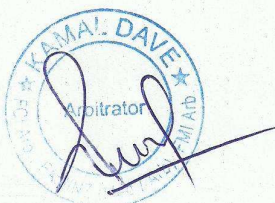
and

INDRP Rules of Procedure;

and

.IN Domain Name Dispute Resolution Policy (INDRP)

and



- Page # 1 -

Statutory Alert:

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

- Page # 2 -

In the matter of an arbitration between

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

...Complainant

AND

Shailesh Kumar Maurya
Vill- Piyariya, Post-Aundi,
Ballia, Uttar Pradesh- 221701,
India

...Respondent

in respect of Disputed Domain Name(s):

[www.googleplaygiftcard.in]

INDRP Case No: 1374

FINAL AWARD (CONSENT AWARD) ON AGREED TERMS

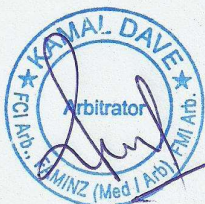
A. THE PARTIES AND THEIR REPRESENTATIVES

1. Claimant :

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

2. Respondent

Shailesh Kumar Maurya



- Page # 2 -

Vill- Piyariya, Post-Aundi,
Ballia, Uttar Pradesh- 221701,
India

B. THE DOMAIN NAMES AND REGISTRAR

1. The disputed domain name [www.googleplaygiftcard.in] is registered with the sponsoring Registrar is indicated as:
Key-Systems GmbH
Im Oberen Werk 1
St. Ingbert, 66386, DE

C. THE ARBITRAL TRIBUNAL – APPOINTMENT

1. As per the records, on 15th April 2021 NIXI sent intimation to the Arbitrator & the parties including the Respondent regarding the appointment of arbitrator to decide the dispute in respect of domain [www.googleplaygiftcard.in].
2. As per the records, I, the undersigned (i.e. Kamal Dave) was appointed as arbitrator by NIXI, in accordance with INDRP Rules of Procedure and .In domain name dispute resolution policy (INDRP), vide appointment order dated 15th April 2021 after I submitted declaration of impartiality and independence at all times with NIXI.
3. The .IN Domain Name Dispute Resolution Policy (INDRP) & Rules of Procedure of INDRP mandates appointment of arbitrator by NIXI, Accordingly clause 5 (b) of INDRP Rules of Procedure provides for it, which reads, *"The .IN Registry shall appoint, an Arbitrator from the .IN Registry's list and shall forward the Complaint along with supporting documents to such Arbitrator"*.



D. PROCEDURAL HISTORY :

1. After my appointment as arbitrator by NIXI & intimation to me on 15th April 2021; And through Procedural Order No 1 sent vide email dated 16th April 2021, the tribunal directed the parties that the mode of communication shall be electronic only except as otherwise specifically stated/ directed. Further the tribunal directed the parties (viz. complainant & respondent) through the procedural order no 1 that was sent at their respective registered email addresses to file their respective pleadings; the tribunal directed the parties to file the scanned copy of complaint on oath through an affidavit 21st April 2021; And physical copy of complaint on oath through an affidavit along-with documents through courier on or before 27th April 2021; the tribunal directed the complainant to file the original & physical copy of delivery report of the email (electronic mail), courier along-with the affidavit of service duly sworn-in before a NOTARY to this effect, within ten days i.e. on or before 27th April 2021; Further the tribunal directed respondent to file their reply on affidavit duly sworn-in before a NOTARY within ten days of receipt of complaint along-with aforementioned documents i.e. on or before 10th May 2021 and serve the copy thereof to the complainant and the other respondent; And it was optional for the complainant to file any rejoinder within three days thereafter i.e. on or before 14th May 2021 and serve the copy thereof to the respondent; And it was optional for the respondent to file their reply in response to the rejoinder within three days thereafter i.e. on or before 21st May 2021 and serve the copy thereof to the complainant; And it was further optional for the parties to file their evidence by way of affidavit in support of their claim/ reply which shall be duly sworn-in before a NOTARY to that effect; and thereafter submit the electronic/ scan image



and physical copy same before myself on or before 21st May 2021 and shall serve the copy thereof to the other party ; And the parties were at liberty to file their written arguments before myself along-with evidence by way of affidavit i.e. on or before 21st May 2021 and serve the copy thereof to the other party.

2. The complainant through AR has sent scanned copy of documents with email dated 22nd April 2021. All aforementioned documents have been taken on record. However, original documents are awaited and reason cited by the complainant is the pandemic – COVID19. The counsel of complainant undertook to file the same after the pandemic situation is resolved. The tribunal accepts the same to be service.
3. On 20th April 2021 & 21st April 2021, the tribunal received emails from the respondent along with attachment containing scanned copy of affidavit, aadhaar card, screen shot of domain and screen shot of letter addressed to the tribunal.
4. On 23th April 2021, the the complainant requested to settle the dispute the matter in reply thereto, on 24th April 2021, the tribunal tribunal informed the parties including the complainant that the process gets concluded with the FINAL AWARD as the process of transferring of the disputed domain and the rights over the disputed domain & control panel have to be addressed & settled.
5. On 27th April 2021, the tribunal directed the complainant to submit the original documents to conclude the process of settlement and in reply thereto, on 27th April 2021 the tribunal received an email from the counsel for the complainant Ms Shipra Shandilya that they misconceived that the process of arbitration had halted with the letter from respondent.



6. On 28th April 2021, the tribunal directed the complainant to submit the original documents to conclude the process of settlement and in reply thereto, on 29th April 2021 the tribunal received an email from the counsel for the complainant Ms Shipra Shandilya stated that they are in process of sending the original documents, and it was followed up by her email dated 01st May 2021, wherein she stated that the original documents have been dispatched however she further stated that, *"...we have not received the original affidavit (reiterating the contents of the INDRP) from the client yet as the courier services are disrupted due to the ongoing pandemic and the restrictions imposed. We will send it as soon as we receive the same..."*.
7. On 07th May 2021 the tribunal received an email from the counsel for the complainant Ms Shipra Shandilya, through which they sent the scanned copy settlement agreement. After waiting for the physical copy of settlement agreement, the tribunal sent email dated 14th May 2021 to the counsel for the complainant Ms Shipra Shandilya to dispatch the original copy of the settlement agreement. The original agreement is still awaited.
8. The scanned copy of the letters sent by the respondent and the complainant are collectively attached as Appendix – I to the Award.
9. Owing to the pandemic situation and lock-down restrictions, the tribunal considers it desirable to act on the scanned copy of the settlement agreement.

E. SETTLEMENT :

1. The parties have concluded that they wish to amicably settle the domain name dispute in respect of [www.googleplaygiftcard.in] and the intent thereof was communicated by the complainant & respondent and the




counsel of the complainant; And same was communicated to NIXI and the tribunal. A scanned copy of the settlement agreement duly executed by the parties i.e. complainant and the respondent was sent through email by the counsel of the complainant. As per the terms of the settlement agreement :

- a. The respondent had transferred the administrative rights of the domain [www.googleplaygiftcard.in] to the complainant and communicated his willingness to transfer the domain [www.googleplaygiftcard.in] through email dated 20th April 2021 & 21st April 2021 and also through an affidavit along-with the copy of his aadhaar card (Identification card). And the respondent also sent the physical copy of the affidavit along-with photocopy of his aadhaar card to the tribunal.
- b. As per the settlement agreement duly executed by the parties i.e. complainant and the respondent wherein the respondent undertakes to transfer the domain to the respondent and same was stated in the settlement agreement, which is reproduced as, *"1. The second party agrees to transfer the domain names www.googleplaygiftcard.in and www.freegoogleplayredeemcode.com to the First Party. The Second Party also undertakes to not adopt any domain name comprising any of the First Party's trademarks including but not limited to the trademark GOOGLE and/or GOOGLE PLAY."*
- c. The counsel for the complainant had communicated to terminate the proceedings in view of affidavit of the complainant along with the settlement agreement between the parties, the snapshot of the email is reproduced as follows :



RE: Notice under Rule 5(c) of INDRP
Rules of Procedure in INDRP Case
No:1374: in Domain Dispute Complaint
relating to the domain name -
GOOGLEPLAYGIFTCARD.IN Inbox x

 **Shipra Shandilya**

 7 May 2021, 18:41 (11 days ago)



to me, Shwetaree, Awanika, postmaster@googleplaygiftcard.in, sandipmaheswri@

INDRP Case No. 1374

Dear Sir,

I write further to my email below.

Please find attached a copy of the settlement agreement between the parties, which covers the domain in dispute. Request you to consider this and terminate the proceedings.

Additionally, due to the lockdown in place, we have not yet received the original affidavit (reiterating the contents of the INDRP) from the client. We will forward the original once the lockdown is lifted. Request you to please consider this request. Further, we confirm that we were able to post the original complaint along with annexures to the Respondent. A copy of the courier receipt is attached.

Thank you and best regards,

Shipra

Shipra Shandilya

F-12, Ground Floor, Sector 8 NOIDA 201301 || w +91 120.4847550 || f +91 120.4847551 || w

<https://www.fiduslawchambers.com>



2. The parties to the dispute have mutually agreed to amicably settle the dispute finally, whereby :
 - a. The complainant through his counsel sought to terminate the proceedings against the respondent in respect of domain name [www.googleplaygiftcard.in];
 - b. The respondent shall transfer all his rights including administrative rights in respect of the domain name [www.googleplaygiftcard.in] to the complainant and same shall remain within the control of complainant;
 - c. The parties conclude that all their disputes in respect of domain name [www.googleplaygiftcard.in] stands amicably settled and no further issue remains to be settled in respect of the domain name [www.googleplaygiftcard.in].
 - d. However the scope of the instant dispute relates to [www.googleplaygiftcard.in] and as regards the dispute over other domain [www.freegoogleplayredeemcode.com], the same is beyond the scope of the instant matter.

F. AWARD

1. I AWARD AND DIRECT respondent to transfer all his rights including administrative rights in respect of the domain name [www.googleplaygiftcard.in] to the complainant with immediate effect (Already transferred).
2. I AWARD AND DIRECT that all the proceedings against the respondent in respect of domain name [www.googleplaygiftcard.in] stands terminated in terms of amicable mutual settlement with immediate effect.



3. I AWARD AND DIRECT the National Internet Exchange of India (NIXI) to transfer the domain name [www.googleplaygiftcard.in] to the complainant with immediate effect.
4. I AWARD AND DIRECT that the proceedings stands concluded and parties to bear their own cost.
5. I direct the complainant and his counsels to file all the original documents as stipulated in their emails in the office of the NIXI (National Internet Exchange of India) to become the record of proceedings as the tribunal becomes FUNCTUS OFFICIO with the passing of award

This is my FINAL AWARD (CONSENT AWARD) ON AGREED TERMS made and published by me on this 18th day of May 2021, at New Delhi, the seat of arbitration.

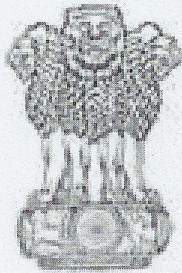
Kamal Dave

Sole Arbitrator

KAMAL DAVE
Arbitrator

FCI Arb., FAMINZ (Med / Arb), FMI Arb., BA
LLB., PGD EDI/e-commerce, PGD IR & PM, DLL
RZF-222/54, Street No. 31, Sadh Nagar-II,
Palam Colony, New Delhi-110045





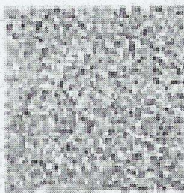
सत्यमेव जयते

INDIA NON-JUDICIAL Government of Uttar Pradesh

e-Stamp

Notary Public, Code Up14313704

Certificate No.	: IN-UP68068914324842T
Certificate Issued Date	: 19-Apr-2021 02:52 PM
Account Reference	: NEWIMPACC (SV) up14313704/ BALLIA SADAR UP-BAL
Unique Doc. Reference	: SUBIN-UPUP1431370433715950016008T
Purchased by	: SHAILESH KUMAR MAURYA SO VIJAY PRAKASH MAURYA
Description of Document	: Article 4 Affidavit
Property Description	: AS PER DOCUMENT
Consideration Price (Rs.)	:
First Party	: SHAILESH KUMAR MAURYA SO VIJAY PRAKASH MAURYA
Second Party	: Not Applicable
Stamp Duty Paid By	: SHAILESH KUMAR MAURYA SO VIJAY PRAKASH MAURYA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this

Affidavit

Affidavit of Mr. SHAILESH KUMAR MAURYA, aged - about 23 years,
S/o VIJAY PRAKASH MAURYA, R/o- Vill- Piyaria, Post- Aundi, P.S- Phephna,
Distt- Ballia, Pin Code- 221701, State-Uttar Pradesh, India I, the above deponent
do hereby solemnly affirm and declare as under:-

1. That I am Student Everything I have done wrong has happened inadvertently
because. I was not aware of all these. Please forgive me.

-cont-pay-2



(2)

2. That I have forwarded this domain name (<https://www.googleplaygificard.in>) to your official domain name (<https://www.google.com>).
3. That I bought this domain name (<https://www.googleplaygificard.in>) from Google Domains, the Official Company of Google LLC.
4. That I request to agree to transfer or cancel the disputed domain. (Yes) the disputed domain name should be cancelled.
5. That I undertake that in case it is found that any information given is not correct or documents produced are not genuine or obtained fraudulently the applicant shall solely be responsible for all costs and consequences and shall indemnify to .IN Registry (National Internet eXchange of India) for any loss suffered including litigation in any court or tribunal.

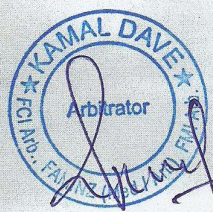
Shailesh Kumar Maurya

Deponent's Signature:

Name: SHAILESH KUMAR MAURYA

e-mail address: sandipmaaheswri@gmail.com

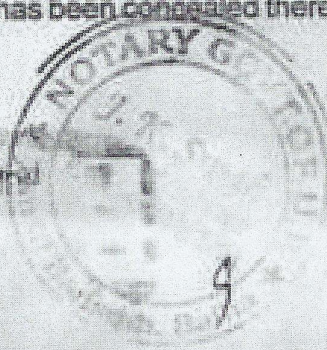
Mob. No- 7355246476



Verification

Verified on 19.04.2021 (date) at Ballia (U.P.) India (place) that the contents of above affidavit are true to my knowledge and nothing contained therein is false nor anything material has been concealed therefrom.

19/04/2021
Notary Seal
Signature of Notary
19/04/2021



Shailesh Kumar Maurya

Deponent's Signature:



भारत सरकार

Unique Identification Authority of India

Government of India

आधार संख्या / Enrollment No. 13062070865379

To

शैलेश कुमार मौर्य

Shailesh Kumar Maurya

S/O: Vijay Prakash Maurya

ग्रामीण

BALLIA

VTC, Aund

PO, Aund

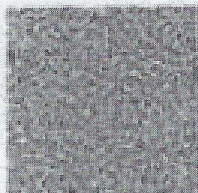
Sub District, Raes, District, Ballia

State: Uttar Pradesh

Pin Code: 221101



UA0293071779N



आपका आधार क्रमांक / Your Aadhaar No. :

8860 5717 9837

मेरा आधार, मेरी पहचान



भारत सरकार

Unique Identification Authority of India



शैलेश कुमार मौर्य

Shailesh Kumar Maurya

जन्म तिथि / DOB : 15/07/1986

पुरुष / MALE

8860 5717 9837

मेरा आधार, मेरी पहचान



सूचना

आधार पहचान का प्रमाण है, नागरिकता का नहीं।

पहचान का प्रमाण ऑनलाइन प्रमाणिकरण द्वारा प्राप्त करें।

INFORMATION

Aadhaar is proof of identity, not of citizenship.

To establish identity, authenticate online.

आधार देश भर में मान्य है।

आपका अधिभूत में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।

Aadhaar is valid throughout the country.

Aadhaar will be helpful in availing Government and Non-Government services in future.



Unique Identification Authority of India

शैलेश कुमार मौर्य, निवासी,
ग्रामीण, और, बलिया, जिला बलिया, उत्तर प्रदेश, 221101

Aadhaar S/O: Vijay Prakash Maurya,
Gramya, BALLIA, Aund, Ballia, Uttar
Pradesh, 221101

8860 5717 9837



Shailesh Kumar Maurya

SETTLEMENT AGREEMENT

This settlement agreement ("Agreement") is entered into on this 5 day of May 2021 (the "Effective Date") and states the terms and conditions that govern this Agreement.

Between

Google LLC, a Limited Liability Company in the State of Delaware, of the address, **1600 Amphitheatre Parkway Mountain View, California 94043, U.S.A (First Party)**

And

Shailesh Kumar Maurya of the address, **Vill- Piyariya, Post Aundi, Ballia, Uttar Pradesh- 221701, India (Second Party)**

Both First Party and Second Party, for the purpose of this agreement, be collectively referred as "Parties".

WHEREAS, the **First Party** and the **Second Party** agree to settle the existing disputes between them and avoid any further disputes.

NOW, THEREFORE, in consideration of the mutual agreement made by the parties hereto, the Parties, agree as follows:

1. The second party agrees to transfer the domain names www.googleplaygiftcard.in and www.freegoogleplayredeemcode.com to the First Party. The Second Party also undertakes to not adopt any domain name comprising any of the First Party's trademarks including but not limited to the trademark **GOOGLE** and/or **GOOGLE PLAY**.
2. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.
3. The Parties warrant and represent that each has the full and necessary authority to enter into this Agreement and the individual executing this Agreement has full authority to bind the Parties to all terms and conditions of this Agreement, and the Parties are each fully capable of performing all terms and conditions of this Agreement.
4. This Agreement represents the entire agreement between the Parties related to the subject matter hereof and supersedes any prior understandings or representations whether written or oral.



5. This Agreement will remain in force unless expressly and mutually terminated by both parties.

6. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India. The Parties submit to the exclusive jurisdiction of the courts of New Delhi in India.

7. **Arbitration:** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, termination, or alleged breach of this Agreement shall be settled amicably between Parties within 30 days, failing which the same shall be referred to and finally resolved by arbitration in accordance with the Arbitration & Conciliation Act, 1996 and Rules thereunder for the time being in force. The seat of arbitration shall be New Delhi. The language to be used in the arbitration proceedings shall be English and the Tribunal shall consist of a sole arbitrator to be appointed by mutual consent of Parties.

WHEREFORE, the Parties each intending to be legally bound, have caused this Agreement to be executed by its duly authorized representative as set forth below.

Google LLC

Shailesh Kumar Maurya

DocuSigned by:

Christine Hsieh

DEF0D8774DBA4EB...

Christine Hsieh

Senior Trademark Counsel,

Google LLC

Date: 5/5/2021

Place: San Francisco, CA

Shailesh Kumar Maurya

Vill- Piyariya, Post Aundi,

Ballia, Uttar Pradesh- 221701, India

Date: 5/5/2021

Place: BALLIA

