



## ARBITRATION AWARD

.IN REGISTRY – NATIONAL INTERNET EXCHANGE OF INDIA [NIXI]

.IN Domain Name Dispute Resolution Policy

INDRP Rules of Procedure

Disputed Domain Name: bluesea.in

INDRP Case No. 1410

Before the Sole Arbitrator: Mr. Maram Suresh Gupta

IN THE MATTER OF:

KAPCO BANQUETS AND CATERING PRIVATE LIMITED,

1, Rashid Mansion, Ground Floor,

Dr. Annie Besant Road Lotus, Worli,

Mumbai – 400 018,

Maharashtra, India.

.....Complainant

Versus

Mr. Sanjiv Chona,

4003, The Imperial South Tower,

B. B. Nanasaheb Marg, Near A.C Market,

Tardeo, Mumbai – 400034,

Maharashtra, India.

.....Respondent

### 1. The Parties:

- a) The Complainant in the present arbitration proceedings is KAPCO BANQUETS AND CATERING PRIVATE LIMITED (hereinafter referred as '*Complainant*'), with its office at No.1, Rashid Mansion, Ground Floor, Dr. Annie Besant Road Lotus, Worli, Mumbai – 400 018, Maharashtra India. The Complainant is represented by Mr. Avesh Kayser, Advocate, Kayser & Company, Advocates & Attorneys, having its office at No. 20, Raja Bahadur Mansion, 2<sup>nd</sup> Floor, Ambalal Doshi Marg, Fort, Mumbai – 400



001, Maharashtra, India. The contact number of Complainant advocate is +91 – 22 – 4015 1669/ 2265 1669 and email id as [office@kayser.co.in](mailto:office@kayser.co.in) and [ak@kayser.co.in](mailto:ak@kayser.co.in).

- b) The Respondent in the present arbitration proceedings is an individual Mr. Sanjiv Chona (hereinafter referred as '**Respondent**') having postal address No. 4003, The Imperial South Tower, B. B Nakashe Marg, Near A.C Market, Tardeo, Mumbai – 400034, Maharashtra, India. The Respondent mobile number is +91 99 2040 0000 and email id as [Sanjiv@creamcentre.com](mailto:Sanjiv@creamcentre.com). The above contact details of the Respondent were provided by the Complainant in its complaint dated 3<sup>rd</sup> June 2021 and based on its search at WHOIS database, dated 28<sup>th</sup> December 2019. The complainant has furnished copies of the search results obtained from WHOIS database under **Annexure – A** of the complaint.

## **2. The Disputed Domain Name & The Registrar**

- a) The following information about domain and the registrar is as per the information filed under Annexure – A by the Complainant.
- b) The disputed domain name is <blueseas.in> which was created on 31<sup>st</sup> March 2008 and it was set to expire on 31<sup>st</sup> March 2023. Besides, the registrant client ID is EDT\_75358094 and registrant ROID is C18457003-IN.
- c) The accredited Registrar with whom the disputed domain name was registered is Endurance Domains Technology LLP, having its office at Unit No. 501, 5<sup>th</sup> Floor, IT Building 3, Nesco IT Park Nesco Complex, Western Express Highway, Goregaon (E), Mumbai 400 063, Maharashtra, India and having email id as [compliance@edtpl.in](mailto:compliance@edtpl.in)

## **3. Procedural History**

- a) The present arbitration proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (the "Policy"), adopted by the National Internet Exchange of India [NIXI] and the INDRP Rules of Procedure (the "Rules"), in accordance with



the Indian Arbitration and Conciliation Act, 1996. By registering the disputed domain name with a NIXI accredited Registrar, the Respondent agreed to the resolution of disputes pursuant to the Policy and the Rules there under.

- b) NIXI vide its email dated 27<sup>th</sup> July 2021 requested availability of Mr. Maram Suresh Gupta to act as the Sole Arbitrator in the present matter. In return, on the same day, the Arbitrator indicated his availability and accordingly submitted the fully signed Statement of Acceptance and Declaration of Impartiality and Independence, which was in compliance with the .INDRP Rules of Procedure.
- c) Pursuant to the above acceptance and declaration of the Sole Arbitrator, NIXI appointed, vide in its email dated 28<sup>th</sup> July 2021, Mr. Maram Suresh Gupta as the sole Arbitrator and the same was also intimated to both the Complainant and Respondent (hereinafter '*parties*'). Thereafter, on 29<sup>th</sup> July 2021, a notice having directions to both the parties was issued by me. In the said notice, the Complainant was directed to furnish copies of the complaint along with supporting annexures to the Respondent both via email and courier. In addition, the Respondent was also directed to file his response to the complaint within 10 days from the date of notice. The Complainant was also instructed to furnish confirmation copies of both the means of communication with the Arbitrator with a copy to NIXI.
- d) As directed, the Complainant served copies of the Complaint and its supporting annexures both via email and via courier, dated 29<sup>th</sup> July 2021. The confirmation copies were also submitted by the Complainant to the Arbitrator with a copy to NIXI, dated 4<sup>th</sup> August 2021. Based on the dates on courier confirmation, it is evident that the hard copies were delivered to the Respondent on 30<sup>th</sup> July 2021 – having DTDC consignment no.: M05190388.



e) On 6<sup>th</sup> August 2021, the Respondent replied to me via email along with a letter duly signed by him. The contents of the letter are provided as a screen shot below:

Re. INDRP Complaint No. 1410 of 2021 in respect of domain name BLUESEA.IN

Sir,

With reference to the captioned matter, I, Sanjiv Chona, wish to inform the arbitrator that the parties in the said matter have had the opportunity to communicate and discuss further and we submit that:-

We have arrived at a consensus, and I have agreed to transfer the ownership of the said domain name "<http://www.blueseas.in/>" to the complainant.

And accordingly, we shall submit a mutual consent agreement before the Arbitrator for suitable order. We shall also undertake necessary applications with the concerned Registrar in order to effect and record the said Complainant as valid Registrant of the said domain name.

f) On the very same day, 6<sup>th</sup> August 2021, I wrote to the Complainant to seek his confirmation towards the contents of the letter from the Respondent and also directed both the parties to share copy of the legal instrument (settlement agreement) signed between them before 12<sup>th</sup> August 2021. In response to the same, the Complainant replied, dated 7<sup>th</sup> August 2021, by confirming to the contents of the letter of Mr. Chona. Thereafter, in light of the above, I have requested both the parties to discuss and settle the matter accordingly. Besides, I have also directed both the parties to file copy of the settlement agreement signed between the parties before 12<sup>th</sup> August 2021.

g) On 12<sup>th</sup> August 2021, the Complainant has filed a fully and completely executed CONSENT TERM between the Complainant and the Respondent. From the consent term it was evident that both the parties are willing to amicably settle the dispute, wherein Mr. Chona has agreed to transfer and/or transfer the domain name <blueseas.in> in favor of the Complainant free of costs.

h) As per Rule 15 of the INDRP Rules of Procedure, if the parties agree to settle the dispute after the initiation and during the pendency of the proceedings, I am



empowered to terminate the Arbitration proceedings and accordingly pass the Arbitration Award in accordance with the settlement/ written consent reached between the parties.

### **DECISION**

In lieu of the consent terms reached between the Parties, I hereby direct that the Disputed Domain Name <bluesea.in> be transferred to the Complainant and the Respondent is requested to cooperate in the smooth transfer of the Disputed Domain Name. I also direct NIAI to oversee the transfer.

The Parties are to bear their own costs.

  
Maram Suresh Gupta  
Sole Arbitrator

Date: 13<sup>th</sup> August 2021