

#### INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL74076557952043U

16-Aug-2022 03:00 PM

IMPACC (SH)/ dlshimp17/ SUPREME COURT/ DL-DLH

SUBIN-DLDLSHIMP1729629214731032U

KAMAL DAVE

Article 12 Award

Not Applicable

(Zero)

KAMAL DAVE

Not Applicable

KAMAL DAVE

(One Hundred only)



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 -

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- 3. In case of any discrepancy please inform the Competent Authority

### - Page # 2 -

### In the matter of an arbitration between

Rillius Holding Limited.
28 Oktovriou, 365 Vashiotis Seafront Building,
6th floor, Flat/Office 602 Neapoli,
3107, Limassol, Cyprus

...Complainant

AND

Saurabh Shyara iSquare Technologies 204, Harvy Complex, Gurukul Road Ahmedabad, Gujarat, 380052 India

...Respondent

in respect of Disputed Domain Name(s):

[www.parimatch247.in]

INDRP Case No: 1605

### FINAL AWARD (CONSENT AWARD) ON AGREED TERMS

### 1. THE PARTIES AND THEIR REPRESENTATIVES

### A. Claimant:

Rillius Holding Limited.

28 Oktovriou, 365 Vashiotis Seafront Building,
6th floor, Flat/Office 602 Neapoli,
3107, Limassol, Cyprus



### - Page #3 -

### Authorised representative :

Shoeb Masodi, Partner

M/s. M&P IP PROTECTORS

Law Office of Intellectual Property Rights

27 National Chambers, NR. City Gold Cinema,

Ashram Road, AHMEDABAD- 380009, Gujarat INDIA.

M:+91 7575888005

+91 7575008889/ 7575888004

+91 079 4800 5141

Email:Info@MandPIndia.COM

Web: www.MandPIndia.COM

#### B. Respondent

Saurabh Shyara

iSquare Technologies

204, Harvy Complex, Gurukul Road

Ahmedabad, Gujarat, 380052

India

### 2. THE DOMAIN NAMES AND REGISTRAR

A. The accredited registrar of the disputed Impugned Domain is Name.com, Inc.. The details of the Registrar, are as follows:

414 14th Street #200

Denver, Colorado 80202

Fax: +1 720.235.0091

Details of the server name pertaining to the disputed domain name are as follows:

Name Server: melissa.ns.cloudflare.com

Name Server: yoxall.ns.cloudflare.com



### 3. THE ARBITRAL TRIBUNAL – APPOINTMENT

- A. As per the records, on 31<sup>st</sup> August 2022 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.parimatch247.in].
- B. 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 after I submitted declaration of impartiality and independence at all times with NIXI.
- C. 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".

### 4. PROCEDURAL HISTORY:

A. After my appointment as arbitrator by NIXI & intimation to me on 31<sup>st</sup> August 2022; On 02<sup>nd</sup> September 2022, the arbitral tribunal communicated the parties through email at their respective registered email addresses. I passed Procedural Order No 1 on 02<sup>nd</sup> September 2022, thereby directing the complainant & respondent through email at their registered email addresses provided at www.whois.com service to file their respective pleadings i.e. complaint & reply and their respective rejoinder & reply to rejoinder and also directed parties to file their respective written arguments as per schedule of dates.



- B. Pursuant to the Procedural Order No 1, the complainant submitted the original as well as electronic copy of complaint along-with affidavit reiterating & reaffirming the contents of the complaint along-with documents and also served the respondent with the physical & electronic copy of the aforementioned documents set through email dated 10<sup>th</sup> September 2022. All aforementioned documents have been taken on record.
- C. The respondent has submitted its reply vide email dated 05<sup>th</sup> September 2022.
- D. During the proceedings, the parties have mutually agreed to settle their issues with respect to the disputed domain [www.parimatch247.in]; However, during the process of settlement they also agreed to mutually settle their issues in respect of domain [www.parimatch365.in]; And accordingly this final award on agreed terms is being passed.
- E. The arbitral proceedings got delayed by 20 days as parties were in the process of settlement and thereafter the time taken for the process of writing award.

#### 5. SETTLEMENT:

- A. The parties have concluded that they wish to amicably settle the domain name dispute in respect of [www.parimatch247.in] and the intent thereof was communicated by the complainant & respondent and their respective counsel; And it was communicated to NIXI, the tribunal and the parties to the dispute.
  - i. The respondent had communicated to take back her complaint, the snapshot of the email dated 05<sup>th</sup> September 2022 is reproduced as follows:





Saurabh <saurabhshyara@gmail.com> to M&P, Legal, Rajiv, support, me, Kamal ▼

Hi Mahendra,

Thank you for the email, received it.

I've gone through the details and seems alright.

At the time of domain registration, we were not aware about the trademark(particularly in India) and name usage at all.

We've planned to develop the domain for something else but since we are aware now, we are not going to use the domain for anything an defame or make use of any business names.

Sat, S

Sep 15, 2022, 6:52 PM ☆ ←

And we are happy to transfer the domain to the complainant as well.

Let us know what is needed and will do it.

Best Regards, Saurabh

ii. That through the email dated 05<sup>th</sup> September 2022 intent was shown by the respondent to compromise/ settle the matter but the reply sent by the respondent was incomplete and also that it was not supported by any affidavit thus in in view thereof, I suggested the parties to file a proper compromise deed through my email dated 15<sup>th</sup> September 2022.

Kamal Dave <kd.arbitration@gmail.com>

to Saurabh, M&P, Legal, Rajiv, support, me 💌

Dear Saurabh.

In the light of your email you can send the declaration of what you stated in your email and also you both can jointly send me a duly signed and attested (by Notary) the compromise deed. The complainant would have to submit declaration that they would not pursue the complaint.

After these documents are submitted to myself i will pass the award.

Regards

Kamal Dave FCIArb FAMINZ FMIArb

Sole Arbitrator

\*\*\*



iii. And accordingly the parties had entered into discussion for mutually settling the dispute through a proper Compromise/ Settlement Deed.

On Mon, Oct 31, 2022, 20:57 <into@mandpindia.com> wrote Dear Mr. Kamal Dave (Arbitrator), With regard to the above stated subject and as per the trailing emails, we would like to inform you that as per your instructions, we are going trough the oral discussion with the Respondent (Mr. Saurabh) and with the Complainant (Rellious). The discussion is about to complete as both parties have almost come to the common grounds of Settlements. Hence, we request you some more time, and meanwhile we will submit the Settlement Deed executed from both sides to you. With regard to our recent communication, we are also enclosing herewith the email, that has been sent by the Respondent stating that he do not want to proceed with the Domain Dispute proceeding and agreed to transfer the domain in the name of the Complainant. Should you have any question or concern, please feel free to contact us. Thanking You, Kind regards, Shoeb Masodi Partner

iv. And finally the parties had after mutual discussion/ agreement compromised the matter and filed their Settlement Deed.

info@mandpindia.com to Kamal, support, legal, Rajiv, me, Saurabh .

Dear Mr. Kamal Dave.

With regard to your last email dated 1st November, 2022, we are enclosing herewith the scanned copy of the Settlement Deed executed and notarized between the Complainant and the Respondent.

We are also enclosed the Affidavit of the complainant stating discharge the Respondent in the complaint and another Affidavit of the Respondent stating the transfer of the below mentioned emails in the name of the Complainant as instructed by the Ld. Arbitrator.

Where the Respondent transfer the disputed domain Parimatch247.in along with the domain Parimatch365.in in the name of the Complainant.

We ask the Respondent to reply this email and confirm that you are aware with all the settlement grounds and terms thereunder and you have signed the same.

On receipt of email from the respondent, we request the Ld. Arbitrator Mr. Kamal Dave to proceed further and take the necessary steps in the case.

Should you have any question or concern, please feel free to contact us.



On receipt of email from the respondent, we request the Ld. Arbitrator Mr. Kamal Dave to proceed further and take the necessary steps in the case.

Should you have any question or concern, please feel free to contact us.

Thanking You,

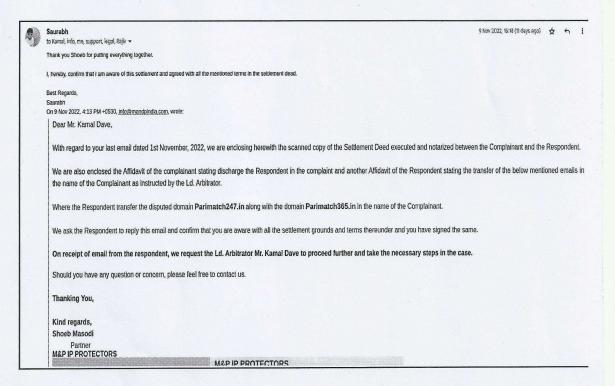
Kind regards,

Shoeb Masodi

Partner M&P IP PROTECTORS

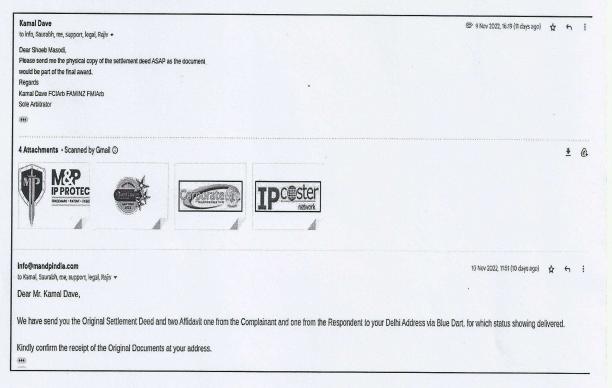
**M&P IP PROTECTORS** 

v. And after final drafting & signing up of Settlement Deed the respondent had confirmed the terms of the Settlement Deed.





vi. Finally the complainant had confirmed of having sent me the physical copy of Settlement Deed.



B. The parties to the dispute have mutually agreed to amicably settle the dispute finally and executed a Settlement Deed dated 09<sup>th</sup> November 2022 to this effect; And the <u>SETTLEMENT DEED</u> is appended as <u>Appendix – 'A'</u> to this <u>FINAL AWARD</u> (CONSENT AWARD) ON AGREED TERMS and it shall be part of this FINAL AWARD.

#### 6. AWARD

A. I AWARD AND DIRECT respondent to transfer all his rights including administrative rights in respect of the domain name [www.parimatch247.in] to the complainant with immediate effect.



### - Page # 10 -

- B. I AWARD AND DIRECT the complainant to withdraw her complaint and all the proceedings against the respondent in respect of domain name [www.parimatch247.in] in terms of amicable mutual settlement with immediate effect.
- C. I AWARD AND DIRECT the National Internet Exchange of India (NIXI) to transfer the domain name [www.parimatch247.in] to the complainant with immediate effect.
- D. I AWARD AND DIRECT that the parties to abide by the terms mutually agreed by them in the Settlement Deed.

This is my FINAL AWARD (CONSENT AWARD) ON AGREED TERMS made and published by me on this 20<sup>th</sup> day of November 2022, at New Delhi, the seat of arbitration.

Kamal Dave

Sole Arbitrator

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

Arbitrator Arbitrator (Med 1 Mon.)

-11- APPENDIX-A

### INDIA NON JUDICIAL

09 NOV 2022

## **Government of Gujarat**

Certificate of Stamp Duty



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-GJ56559112253503U

09-Nov-2022 12:37 PM

SUBIN-GJGJ1311541141840212780346U

RILLIUS HOLDING LIMITED

Article 5(h) Agreement (not otherwise provided for)

SAURABH SHYARA ISQUARE TECHNOLOGIES

IMPACC (AC)/ gj13115411/ GULBAI TEKRA/ GJ-AH

AGREEMENT

U

(Zero)

RILLIUS HOLDING LIMITED

RILLIUS HOLDING LIMITED

300

(Three Hundred only)

Sr. No. 2.122 Games 1201/

RAJESH J. PANCHAL NOTARY

GOVE OF INDIA



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**JD** 0021919698

Statutory Alert:

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.

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- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

### स्यना

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો <u>www.shcilestamp.com</u> દ્વારા <u>અથવા</u> સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન <u>અથવા</u> સ્ટોક હોલ્ડિંગની શાખા / કેન્ (જેની વિગતો <u>www.stockholding.com</u> પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

09 NOV 2022

#### **DEED OF SETTLEMENT**

In the case of Domain Dispute Complaint No. 1605-2022

Before the .IN REGISTRY- NATIONAL INTERNET EXCHANGE OF INDIA

(NIXI) within the .IN DOMAIN NAME DISPUTE RESOLUTION POLICY

(INDRP)

THIS DEED OF SETTLEMENT (this "Deed"), dated and effective as of the 09,November, 2022, is made by and between:

1. "Rillius Holding Limited", a Complainant through its Authorised Signatory Mahendra Parmar having its place of business at 27 National Chambers, City Gold, Ashram Road, Ahmedabad- 380009 (hereinafter called as the "Complainant").

AND

2. iSquare Technologies, a Respondent throughits authorised signatory Saurabh Shyara, having its place of business at 204, Harvy Complex, Gurukul Road, Ahmedabad 380032Gujarat, India (herein after called as "Respondent").

Each shall be referred to as a "Party" and collectively referred to as the "Parties"

3. Whereas the Complainant is prior and bona fide ownerof trademark "Parimatch", bearing application nos. as below

SR.	TRADEMARK	APPLICATON NO.	GOODS
No.			
01	MPARI MATCH	4552801	All Goods/ services covered

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			S PEC MEDINO
			in class 35 and class 41 as
			menti
			oned in the Trademarks
			Status.
02	P	4681871	All Goods/ services covered
			in class 35 and class 41 as
			mentioned in the
			Trademarks Status.
03	<b>EP EM</b>	5168111	All Goods/ services covered
			in class 35 and class 41 as
			mentioned in the
			Trademarks Status.
	EPARI EMATCH	5168112	All Goods/ services covered
			in class 35 and class 41 as
			mentioned in the
		Visite Colonial Colon	Trademarks Status.
100	PARIMATCH	1 5246045	All Goods/ services covered
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	in class 35 and class 41 as
			mentioned in the
and some			Trademarks Status.
		5247904	All Goods/ services covered
		X SACTOR	in class 35 and class 41 as
			mentioned in the
			Trademarks Status.
		5249235	All Goods/ services covered
			in class 35 and class 41 as
			mentioned in the
		1000	Trademarks Status.
	<b>B</b> P	5249223	All Goods/ services covered
	IM		in class 35 and class 41 as

= ON

\* Have

	10/8 MALE 8/3	
	THE MEG. MO. TO STATE A S	mentioned in the
	Services S	Trademarks Status.
DIA	52447150	All Goods/ services covered
PIVI		in class 35 and class 41 as
		mentioned in the
		Trademarks Status.
	5244714	All Goods/ services covered
		in class 35 and class 41 as
		mentioned in the
		Trademarks Status.

NO140-14-

- 4. Whereas, The Complainant got to know that a similar domain by the name "Parimatch247.in" is being used by the Respondent. The complainant in order to stop trademark infringement preferred a complaint before National Internet Exchange of India (NIXI) bearing case no. 1605 of 2022.
- 5. Whereas the Respondent approached the complainant for settlement of the aforesaid dispute and agreed to cease and desist the usage of the domain "Parimatch247.in" and has further agreed to transfer the said domain in the name of the Complainant.
- 6. Whereas on the basis of the assurances and promises made by the respondent, the complainant has agreed to settle and withdraw the INDRP Case No. 1605 of \_2022 filedbefore the IN. Registry (National Internet Exchange of India) NIXlunder Domain name Dispute Resolution Policy regarding dispute over Registered Domain: Parimatch247.in Vs. TM-PARIMATCH (herein after referred to as the "Pending Litigation") amicably and to avoid further litigation.
- 7. Whereas the Respondent acknowledged the rights of Complainant over the domain nameas well as Trademark "Parimatch", and states that they shall



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not use and/or apply for any trademark which is identical and/or similar and/or indistinguishable from the trademark and/or domain of the complainant in future.

- 8. The Respondent also admitted during the settlement that they had also registered another domain Parimatch365.In and which is dentical/ similar to the trademark of the Complainant; and hereby agrees to transfer the domain Parimatch365.in in the name of the Complainant.
- 9. The Respondent further states that they shall have no active registration of the trademark/ domain "Parimatch" and/or any other similar sounding word or mark and shall not apply fordomain registration as well as for the Intellectual Property rights over the same in the future.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties hereto, the Complainant and Respondent covenant and agree as follow:

### 1. DISMISSAL OF PENDING LITIGATION:

- 1.1. It is agreed by the Complainant that the aforesaid complaint shall be withdrawnwith the submission of the present Settlement Deed before the Arbitrator Mr. Kamal Dave.
- 1.2. The Respondent before the execution of the Settlement deed shall pay an amount of Rs. 50,000/-with regard to the expenses Official + Professional occurred during the proceeding of present Domain Dispute Complaint as outlined below.
- 1.3. The Respondent acknowledges and agrees that they have not registered or applied any identical, similar or deceptively similar domain and/or

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trademark and/or shall not apply for any such registration in future which might affect the Intellectual property rights and day to day business activities of theComplainant.

- 1.4. The Respondent acknowledges and states that they do not have any active or registered domain similar to trademark PariMatchof the complainant andbefore the execution of the Settlement deed the Respondent shall transfer/assignthe registered domainParimatch247.inand Parimatch365.into the Complainant.
- 1.5. The Respondent further agree and undertake that they shall not apply for any similar trademarkand/ or domain name in future.

### 2. RELEASE OF FUTURE CLAIMS:

- 2.1. Subject to performance by the Respondent of the obligations outlined in the DEED OF SETTLEMENT the Complainant hereby releases and discharges the Respondent from this particular claim in relation to the aforesaid Disputed Domains Parimatch247.in and Parimatch365.in with effective date of the transfer of both the disputed domains Parimatch247.in and Parimatch365.in in the name of the Complainant.
- 2.2. Upon transfer/assign the registered domain Parimatch247.in and Parimatch365.in to the Complainant and payment of settlement amount, the Complainant hereby irrevocably and forever waives all rights it may have arising under the law with respect to the pending Litigation and the above release.
- 2.3. The Parties agree and acknowledge that a general release does not extend to claims which the Complainant does not know or suspect to exist

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at the time of executing the release, which if known by him may have materially affected his decision to settle.

2.4. In case the Respondent does not performtransfer/assign the registered domain Parimatch247.in and Parimatch365.in to the Complainant and/or does not make a payment of settlement amount this Deed of Settlement shall be deemed null and void and the Complainant has the right to resume the current litigation.

### 3. SETTLEMENT AMOUNT

In continuation for this settlement and release before the execution of the Settlement deed the Respondent agrees to pay the Complainant a sum of Rs. 50,000/- as full and final payment. The Payment will be transferred in the Bank Account of the Representative/ Attorney of the Complainant, M&P IP PROTECTROS and the entire amount INR. 50,000/- will be settled as the payment against the services of the Representative/ Attorney to the complainant Rillius Holding Limitedfor the settlement stage in this proceeding.

### TIME IS OF ESSENCE:

The Parties agree and acknowledge that time isof essence with regards to the settlement Payments. In case, the Respondents fail to fulfil the condition within the time period as mentioned above, the Complainant shall have the liberty to proceed against the Respondent and claim for damages or compensation.

### 5. NO MODIFICATION UNLESS IN WRITING:

No modification of this agreement shall be valid unless in writing and agreed upon by both Parties.

### 6. FULL INTEGRATION:

\* (11)

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09 NOV 2022

This Settlement Agreement supersedes any prior agreement, understandings or negotiations, whether writtenor oral.

### 7. FURTHER ASSURANCE:

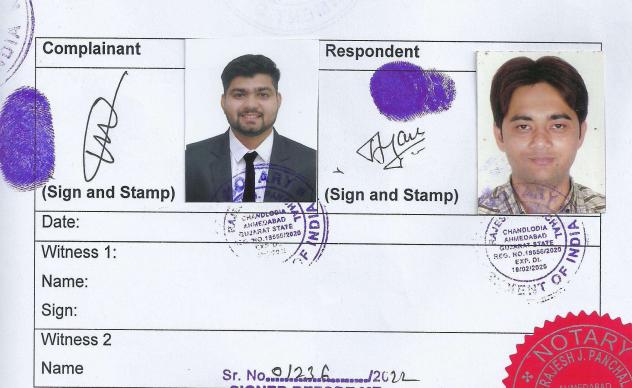
The Parties shall make any further assurance as may be necessary implement and carry out the intent of this agreement.

#### 8. VENUE:

This Settlement Agreement and the interpretation of terms herein shall be governed by and constructed in accordance with the laws India.

The Parties irrevocably submit to the exclusive jurisdiction of the courts at Ahmedabad, Gujarat.

IN WITNESSWHEREOF, each of the Parties has executed this Settlement Agreement, both Parties by its duly authorised officer, as of the the day and year set forth below.



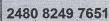
GOVT OF INDIA



## भारत सरकार GOVERNMENT OF INDIA



પરમાર મહેન્દ્ર ગેમરભાઈ Parmar Mahendra Gemarbhai ४०भ तुरीज / DOB : 15/07/1991 ASA WATE





આધાર - સામાન્ય માણસનો અધિકાર





# भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરવામું: પિતાનું બાતાનું વામ: પરમાર ગેમરભાઈ, 47/બી/75, શ્રી રોત રોહિદાસ નગર, એએમટીએસ વર્ક શોપ પાછળ, બેલ્ટામપુરા, અમદાવાદ શહેર, અમદાવાદ, યુજરાત, 380022

Address: Address: S/O: Parmar Gernarbhai, 47/B/75, Shree Sant Rohidas Nagar, Behind AMTS Work Shop, Behrampura, Ahmedabad City, Ahmedabad, Gujarat, 380022

### 



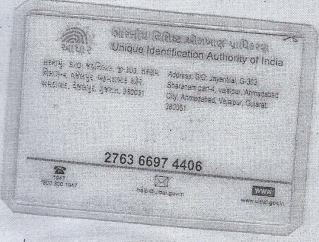
www

www.uldai.gov.in
P.O. Box No.1947,
Bengaluru-560 001





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