

AWARD

1. The Parties

The Complainant is LTWHP LLC, 530 Fifth Avenue, 25th Floor, New York, NY 10036.

The Respondent is Mr. Maninder Arora, SSIPL Lifestyle Pvt. Ltd., B1/F4, Mohan Co-operative, Industrial Estate, Main Mathura Road, New Delhi- 110044.

2. The Domain Name and Registrar

The disputed domain name is <lottosports.in>. The said domain name is registered with the Registrar – GoDaddy.com, LLC (IANA ID: 146). The details of registration of the disputed domain name (as per WHOIS details relevant to the Complaint) are as follows:

- a. Domain ROID: D7625689-IN
- b. Date of creation: Sept 5, 2013.
- c. Expiry date: Sept 5, 2024.

3. Procedural History

- (a) A Complaint dated 26.10.2023 by the Complainant has been filed with the National Internet Exchange of India (NIXI). The Complainant has made the registrar verification in connection with the domain name at issue. The print outs confirmed that the Respondent is listed as the registrant and provided the contact details for the administrative, billing, and technical contact. The Exchange verified that the Complaint satisfied the formal requirements of the Indian Domain Name Dispute Resolution Policy (INDRP) (the “Policy”) and the Rules framed thereunder.
- (b) The Exchange appointed the undersigned Mr. P.K.Agrawal, Former Addl. Director General in the Government of India, as the sole Arbitrator in this matter. The Arbitrator finds that he has been properly appointed. The Arbitrator has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Exchange.
- (c) In accordance with the Policy and the Rules, the copies of complaint with annexures were sent by the National Internet Exchange of India on 17.11.2023 by email. The Arbitrator served the Notice under Rule 5(C) of INDRP Rules of procedure along-with copies of complaint and annexures to the parties through email on 17.11.2023. The Complainant

was advised to serve copies of the domain complaint along with complete set of documents in soft copies as well as in physical via courier or post to the Respondent Registrant at the address provided in the WHOIS details of the domain. The Respondent was given 14 days' time by the Arbitrator through Notice dated 17.11.2023 for reply. The Notice email was served upon the Respondent email id given in WHOIS details, which was delivered. The Complainant confirmed on 21.11.2023 through an Affidavit that the complaint with annexures was communicated to the Respondent through email but it was returned undelivered. However, it was served upon the Respondent on 18.11.2023 through DTDC courier, and on 20.11.2023 through Speed Post. In view of this, the Complaint and its annexures may be regarded to have been served to the Respondents as per Arbitration and Conciliation Act, 1996 and INDRP rules. The Respondent has not responded to the Notice. Since the Respondent has not responded and presented any grounds in his defence, the present proceedings have to be conducted *ex parte* as per the Arbitration and Conciliation Act, 1996 and the .IN Domain Name Dispute Resolution Policy and the Rules of Procedures framed there under.

4. Factual Background

The Complainant in this arbitration proceedings is LTWHP LLC, 530 Fifth Avenue, 25th Floor, New York, NY 10036.

The Complainant is a renowned manufacturer and distributor of inter alia sports and leisure footwear and clothing for men, women and kids. The Complainant's LOTTO trademark has been registered and is in use in more than hundred countries including European Union, the United States of America, Canada, Mexico, Brazil, the African Intellectual Property Organization, Republic of South Africa, China, the Philippines, Australia, New Zealand and India.

The Complainant is the registered proprietor of the trademarks - LOTTO since the year 1985. Details of the relevant registrations are given herein below:

No.	Class	Reg. No.	Registration Date	Renewed Upto
1	25	438561	01/06/1985	01/06/2026

Goods: Clothing, footwear, headgear.

2	28	438560	01/06/1985	01/06/2026
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Goods: Gymnastic and sporting articles (other than clothing) included in class 28.

3	18	438556	01/06/1985	01/06/2026
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Goods: Leather and imitation of leather, and articles made from these material, and not included in other classes, skins, hides, trunks and travelling bags, umbrellas, parasols and walking sticks.

4 03 1355325 27/03/2007 05/05/2025

Goods: Cosmetics and toiletries, nourishing creams (cosmetics), bath oil (cosmetics), sun milk,(cosmetics), sunscreen creams, sun oils (cosmetics), skin milk lotions (cosmetics), skin fresheners (cosmetics), after shave lotions, eau de cologne (cologne water), deodorants for personal use, potpourri perfumes, perfumes, soap and detergents, bath soaps, liquid soaps.

5 14 2161773 20/05/2013 17/06/2031

Goods: precious metals & their alloys & goods in precious metals or coated therewith, not included in other classes; jewelry, precious stones: horological & chronometric instruments.

The Complainant claims that the abovementioned trademarks are valid and subsisting on the Trademarks Register and give to the Complainant the exclusive rights to the use of the above-mentioned trademarks in relation to the goods for which the same are registered and to take action for infringement against the misuse of the said marks in accordance with Section 28 and 29 of the Trade Marks Act 1999 (hereinafter referred to as the Act). Vide Assignment Deed dated 17th August, 2021 the aforementioned trademarks were assigned from Lotto Sport Italia S.p.A to the Complainant (hereinafter collectively referred to as Complainant).

In India, the Complainant has been continuously and extensively using the trademark "LOTTO" since the year 1988. Its presence is visible in different cities such as New Delhi, Noida, Gurgaon, Rohtak, Aligarh, Kolkata, Ghaziabad, Kanpur, Lucknow, Nagpur, Pune, Rajpur, Kolhapur, Mumbai, Ahmedabad, Rajkot, Nasik, etc. Evidence of the early presence of LOTTO in the Indian market are two licensing agreements executed on March 08, 1988 and January 02, 1995 between the Complainant and Lespower Ventures Limited. Thereafter, the Complainant was present in India through another licensee, namely, Sports Lifestyle Pvt. Ltd., (hereinafter referred to as SLPL) vide license agreement dated December 16, 2009 which was thereafter, replaced vide agreement dated 1st January, 2017.

The Complainant and/ or its subsidiaries have registered/controlled various domain name containing the mark LOTTO details of some of which are given herein below. The word LOTTO SPORTS forms a part of these domain names and is the most distinctive feature of the Complainant's domain name. The domain name lottosport.us was created on October 02, 2002 and is equally popular among the viewers all over the world including India. The trademark LOTTO has also been used extensively over the internet to identify the Complainant and its business. The Complainant including its subsidiaries has also registered/controlled

various domain names for and containing the mark LOTTO, a non-exhaustive list of the domain names owned and operated by the Complainant is herein below:

<u>S. No.</u>	<u>Domain Name</u>	<u>Registration Date</u>
1.	Lottosport.in	22nd June, 2013
2.	lottosport.us	October 02, 2002
3.	lottleghenda.biz	February 13, 2006
4.	lottosport-usa.com	November 19, 2013
5.	lotosoccer-usa.com	November 19, 2013

The official website of the Complainant in India was www.lottosport.in registered in the name of the Complainant since October 20, 2009.

From the aforesaid facts, the Complainant claims that Complainant's brand LOTTO is a well-known brand in sports goods and apparel within the within the meaning of the provisions of Article 6bis of the Paris Convention and Section 2(1)(zg) of the Trademarks Act, 1999.

Respondent's Identity and Activities

The Complainant has submitted about the Respondent as follows. In India, the Complainant has been carrying on business through its' Licensees and since at least 2009 vide an agreement dated December 16, 2009, the Complainant's licensee has been SLPL. (previously known as "Sierra Industrial Enterprises Pvt."). The Complainant and SLPL amended the aforementioned license agreement according to the terms of the Memorandum of Understanding executed on July 27, 2016 between the Complainant, Respondent and SLPL. Thereafter, the Complainant, Respondent and SLPL entered into a sub-license agreement dated on August 31, 2016 (hereinafter referred to as the Agreement). The License Agreement dated December 16, 2009 was replaced by License Agreement dated January 1, 2017, which was further amended by a Side Agreement dated December 15, 2020. The Agreement being coterminous (Clause No. 18.4) with the License Agreement dated January 1, 2017 was terminated by the Complainant vide letter dated June 25, 2023.

Vide the Agreement, the Complainant has sub-licensed the right to use trademark LOTTO to the Respondent. Under clause 9.1 of the Agreement the Respondent herein acknowledged the absolute rights of the Complainant ownership inter alia in the trademark/tradename and domain name LOTTO and further acknowledged that it would not acquire any right or interest in the said trademark by virtue of use of the trademark under the Agreement. Clause 9.1 of the Agreement stipulates: "...9.1 In compliance with the provisions set in the License Agreement, Sub-Licensee

acknowledges that Licensor is the exclusive owner of the entire right, title and interest in the Trademarks, the trade name, logos and domain name of the Licensor and/or patents, designs, trademarks, copyrights or other intellectual property rights of Licensor (the "Proprietary Rights") incorporated into or any way used in connection with any of the Products. Sub-Licensee and any Affiliated Company further acknowledges that Sub-Licensee and any Affiliated Company shall acquire no right or interest in the Trademarks or any other Proprietary rights by reason of this Agreement or otherwise and that the Trademarks shall be used by the Sub-Licensee solely in connection with the manufacturing, advertising, distributing and selling of the Products in the manner provided by this Agreement and strictly in accordance with such rules and regulations regarding the use of the Trademarks and other Proprietary Rights as Licensor and/or Licensee may furnish to Sub-Licensee from time to time ..." Further, Clause 7.3 of the Agreement states: 7.3 Neither sub-licensee, Franchisee, Distributor nor any of their retail customer not the Contractors: (a) shall advertise, market, promote or otherwise exploit any of the Products or Trademarks or otherwise use such Trademarks on the internet or any other media, unless authorized in writing by the Licensor.

The Complainant submits that the Respondent had registered the disputed domain name www.lottosports.in on 5th September, 2013. On the said date, there was no sub-license agreement existing between the Complainant & the Respondent. Hence, on the said date there was no authorization from the Complainant to the Respondent to even use the LOTTO Marks. It is reiterated that the Agreement with the Respondent was terminated as on June 24, 2023 and hence, the Respondent was no right to use the disputed domain name and any use of the trademark LOTTO amounts to infringement of the Complainant's registered trademark as per Section 29 of the Act. The Who-is record showing the registration date of the disputed domain name.

Pursuant to the termination of the license and sub-license agreement mentioned above, the Complainant noted that the disputed domain name stood in the name of the Respondent herein, and inspite of repeated requests to transfer the domain name to the Complainant, the Respondent has failed to do the same. Upon visiting the disputed domain name, the message displayed is "404: App Not found". It is clear from the aforesaid that the only intention of the Respondent herein is to squat upon the disputed domain name and attempt to sell the same to a third party for a profit, or worse, use the disputed domain name themselves while passing off their goods/services as being related to/in affiliation with/emanating from the Complainant, which is not the case. There can be no cogent or plausible explanation for the Respondent to hold onto and squat upon the

disputed domain name which incorporates the entirety of the Complainant's prior adopted, used and registered trademark LOTTO. Accordingly, the Complainant has filed the present complaint seeking transfer of the domain name from the Respondent to the Complainant.

The Respondent has neither responded to the Notices served upon him nor submitted any reply to the complaint.

5. Parties Contentions

A. Complainant

The Complainant contends that each of the elements specified in the Policy are applicable to this dispute.

In relation to **element (i)**, the Complainant submits that the domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights.

The Complainant is the proprietor of the well-known and registered trademarks LOTTO in India as well as several international jurisdictions across the world, and has also been using the said trademark in India since the year 1988. The Complainant has obtained several domain name registrations across the world with different gTLD's and ccTLD's incorporating its well-known trademark LOTTO along with the word Sport/s, which have been enumerated above. A domain name serves the same function as the trademark and is not a mere address or like finding number on the internet but is also entitled to equal protection as a trademark. (Info Edge (India) Pvt. Ltd. And Anr. vs Shailesh Gupta & Anr. [98 (2002) DLT 499] & Satyam Infoway v. Sifynet Solutions (P) Ltd. (2004) 6 SCC 145)

The registration of the disputed domain name was without any authorization from the Complainant and contains the Complainant's registered trademark LOTTO in its entirety. The disputed domain name www.lottosports.in contains the Complainant's registered trademark in its entirety and is in contravention of Section 29 of the Act. (American Petroleum Institute v. Sakhtivel Panneerselvam (INDRP/1619), Lego Juris AIS v. Robert Martin (INDRI/125), F. Hoffmann-La Roche AG v. Jason Barnes, ecnopt, WIPO Case No. D2015- 1305 & Swarovski Aktiengesellschaft v. meixudong, WIPO Case No. D2013-0150]. Further, post the termination of the Agreement between the Complainant & the Respondent, there cannot be any cogent or plausible explanation as to the reason the Respondent would continue to hold the disputed domain name in its name, as the same is likely to give an impression to the consumers/users of some kind of continued association of the Respondent

with the Complainant, whereas, no such affiliation or association exists at the time of filing of this complaint.

It is evident that being the erstwhile sub-licensee of the Complainant, the Respondent was clearly aware of the Complainant and its trademark LOTTO. In fact, Annex-1 of the Agreement clearly enumerates the Complainant's statutory rights in the trademark LOTTO. Therefore, the Respondent in spite of being aware of the Complainant's rights in the registered trademark LOTTO has refused to transfer the disputed domain name to the Complainant solely with the malafide intention of squatting upon the disputed domain name.

The trademark LOTTO has been incorporated in the domain name in its entirety. In fact, the Respondent has deliberately registered a domain name www.lottosports.in which is virtually identical to the domain name of the Complainant www.lottosport.in with the only addition being of "s". The Respondent clearly intends to divert traffic from the Complainant's website to its own website. It is also pertinent to state that the website www.lottosports.in till the termination of the aforementioned Agreement represented itself as being the India Corporate Office of the Complainant, which was not the case.

Accordingly, the Complainant contends that the first condition that Respondent's domain name is identical or confusingly similar to a name, trademark, or service mark in which the Complainant has rights, as per Paragraph 4 (a) of the Policy has been satisfied.

In relation to **element (ii)**, the Complainant contends that **the Respondent Does Not Have Any Right or Legitimate Interest in <lottosports.in>**.

The Complainant submits that the Respondent neither has any legitimate interest in the trademark LOTTO or the disputed domain name, and admittedly it is not the lawful owner of any right relating to the Complainant's trademark LOTTO. Hence, the very registration as well as any continued use of the mark LOTTO either as a domain name or otherwise amounts to infringement of the registered trademark of the Complainant. The non-functionality of the disputed domain name is further proof of the fact that the Respondent merely intends to illegally and with malafide intention squat upon the domain name at the cost and risk of the Complainant. Assuming but not admitting that there was an authorization, the Courts in India have held in several cases that once the license agreement stands terminated the licensee has not right to continue the use thereof. A licensee permitted to use the trademark of the licensor cannot claim to continue the use of the same even after the cancellation of its license by the licensor. In the event of a contrary view the international

trade and commerce will receive a set back and will undermine the faith of the trading community in the country where such acts are condoned. (Baker Hughes Limited & Anr. vs Hiroo Khushalani & Anr. [74 (1998) DLT 715])

The refusal of the Respondent to transfer the domain name further lends credibility to the Complainant's apprehension that the Respondent merely seeks to unlawfully derive benefits by sale of the said domain name to a third party, with the ultimate detrimental effects thereof falling upon the Complainant.

In light of the facts and circumstances mentioned above, it is apparent that the Respondent has no legitimate rights and/or interests in the disputed domain name and/or the Complainant's registered trademark LOTTO, which is incorporated in its entirety in the disputed domain name. [Paris Hilton v. Deepak Kumar, [WIPO Case No. D2010-1364] (September 23, 2010)]

Based on the above-mentioned arguments, the Complainant argues that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name, as per Paragraph 4 (b) of the Policy.

Regarding the **element (iii)**, the Complainant contends that the **Domain Name Has Been Registered and Used in Bad Faith**. He submits that the Disputed domain has been registered in bad faith for the following reasons:

Paragraph 7 of the Policy determines what constitutes bad faith domain name registrations and Paragraph 7 (b) clearly states that where the Registrant has registered the domain name in order to prevent the owner of the Trademark from reflecting the mark in a corresponding domain name such use and registration constitutes bad faith.

The registering of the disputed domain name by the Respondent and its subsequent failure, to immediately transfer the disputed domain name to the Complainant makes the Respondent's bad faith evident. Further despite the fact that the Respondent has ceased from operating any website on the disputed domain name, the mere ownership thereof in itself carries a risk of implied affiliation. There can be no plausible good faith use which would arise by use of the disputed domain name by the Respondent without misleading customers/viewers as to the source or affiliation of the disputed domain name.

As stated in the aforementioned paragraphs, the Respondent is the erstwhile sub-licensee of the Complainant, and hence, the Respondent cannot deny the knowledge of the Complainant or its' registered trademark LOTTO. The deliberate squatting on the domain name containing the registered trademark LOTTO of the Complainant is fraught with malafides

and is with the sole intention to illegally earn profits and cause damage and loss to the Complainant. The Hon'ble Delhi High Court in BPI Sports Llc Versus Saurabh Gulati & Anr. has relied on Surene Pty Ltd v Multiple Marketing Ltd which holds as follows: "Bad faith can be understood either as unfair practices involving lack of good faith on the part of the applicant towards the Office at the time of filing, or unfair practices based on acts infringing a third person's rights. There is bad faith not only in cases where the applicant intentionally submits wrong or misleading by insufficient information to the Office, but also in circumstances where he intends, through registration, to lay his hands on the trade mark of a third party with whom he had contractual or pre-contractual relations."

The Complainant is apprehensive that the Respondent has deliberately, wilfully and wantonly continued to hold ownership over the disputed domain name with the sole intention to cause undue hardships and disruptions in the business of the Complainant, and so that the Complainant is unable to use the disputed domain name for providing its goods in India. It is submitted that the Respondent has refused to hand over the ownership of the disputed domain name as leverage to strong arm the Complainant from contracting with any other potential Licensee in India. It is further apparent that any use of the disputed domain name in the future would only serve to disrupt the Complainant's business. Being the prior adopter, user and registered owner of the trademark LOTTO across the world, the Complainant ought not to be put in a position where its registered trademark LOTTO is being blatantly exploited by an unscrupulous entity, who possibly seeks to squat upon the disputed domain name. [Croatia Airlines d.d. v. Modern Empire Internet Ltd. D2003-0455; Belupod.d. v. WACHEM d.o.o. D2004-01101]

The Complainant argues that the Respondent has acquired the disputed domain name in opportunistic bad faith, wherein any use of the domain name would only result in confusion and exploitation of the goodwill, reputation and fame of Complainant's LOTTO trademark by improperly deceiving internet users and benefitting the Respondent financially. The Complainant has also shown through the above paragraphs that the Respondent continues to hold ownership over the domain name for cybersquatting and is this in opportunistic bad faith, with an intention to deprive the Complainant from lawfully owning the domain name which entirely incorporates its registered trademark LOTTO and unlawfully profit therefrom. These activities combined with the Respondent being a former licensee of the Complainant, establish beyond an iota of doubt, that the registration and use of the disputed domain name is in bad faith. [Government Employees Insurance Company ("GEICO") v. Alexander Dantzler Case No. D2023-1042]

In view of the aforesaid, the Complainant submits that the disputed domain name has been registered and is being used in bad faith, and that paragraph 4(c) of the INDRP is satisfied.

B. Respondent

The Respondent has neither responded to the Notice nor submitted his reply.

6. Discussion and Findings

The Rules instruct this arbitrator as to the principles to be used in rendering its decision. It says that, "a panel shall decide a complaint on the basis of the statements and documents submitted by the parties in accordance with the Policy, the Arbitration and Conciliation Act, 1996, the Rules and any rules and principles of law that it deems applicable".

According to the Policy, the Complainant must prove that:

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

A. Identical or Confusingly Similar

The disputed domain name <lottosports.in> was registered by the Respondent on Sept 5, 2013.

The Complainant is an owner of the registered trademark LOTTO for the last many years. The Complainant is also the owner of the similar domains as referred to in the Complaint. These domain names and the trademarks have been created by the Complainant much before the date of creation of the disputed domain name by the Respondent. In the present case the disputed domain name is <lottosports.in>. Thus, the disputed domain name is very much similar to the name, activities and the trademark of the Complainant.

The Hon'ble Supreme Court of India has held that the domain name has become a business identifier. A domain name helps identify the subject of trade or service that an entity seeks to provide to its potential customers. Further that, there is a strong likelihood that a web browser looking for

LOTTO products would mistake the disputed domain name as of the Complainant.

In the case of *Wal Mart Stores, Inc. v. Richard MacLeod*, (WIPO Case No. D2000-0662) it has been held that “When the domain name includes the trademark, or a confusingly similar approximation, regardless of the other terms in the domain name” it is identical or confusingly similar for purposes of the Policy.

Therefore, I hold that the domain name <lottosports.in> is phonetically, visually and conceptually identical or confusingly similar to the trademark of the Complainant.

B. Rights or Legitimate Interests

The Respondent may demonstrate its rights to or legitimate interest in the domain name by proving any of the following circumstances:

- (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; or
- (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 Case No. INDRP/776, *Amundi v. GaoGou*, the arbitration panel found that the Complainant is required to make out a *prima facie* case that the Respondent lacks rights or legitimate interests. Once such *prima facie* case is made, the Respondent carries the burden of demonstrating rights or legitimate interests in the domain name. If the Respondent fails to do so, the Complainant is deemed to have satisfied paragraph 4 (II) of the INDRP Policy.

There is no evidence to suggest that the Respondent has been known by the disputed domain name anywhere in the world. The name of the Registrant / Respondent is not LOTTO as per WHOIS details. Based on the evidence adduced by the Complainant, it is concluded that the above circumstances do not exist in this case and that the Respondent has no rights or legitimate interests in the disputed domain name.

Further, the Complainant has not consented, licensed, or otherwise permitted the Respondent to use its name or trademark LOTTO or to apply for or use the domain name incorporating said trademark. The domain name bears no relationship with the Registrant. Further that, the Registrant has nothing to do remotely with the business of the Complainant. The Agreement of the Complainant with the Respondent was terminated as on June 24, 2023 and hence, the Respondent has no right to use the disputed domain name, and any use of the trademark LOTTO amounts to infringement of the Complainant's registered trademark.

As has been contended by the Complainant, the Respondent is not making a legitimate, fair or bona fide use of the said domain name for offering goods and services. The Respondent registered the domain name for the sole purpose of creating confusion and misleading the general public.

I, therefore, find that the Respondent has no rights or legitimate interests in the domain name <lottosports.in> under INDRP Policy, Para- 4(ii).

C. Registered and Used in Bad Faith

Any of the following circumstances, in particular but without limitation, shall be considered evidence of the registration or use of the 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
- (iv) by using the domain name, the Registrant has intentionally attempted to attract the 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.

The contention of the Complainant is that the present case is covered by the circumstances mentioned herein above. There are circumstances indicating that the Respondent has intentionally attempted to attract, for commercial gain, internet users to its web site, by creating a likelihood of confusion with the Complainant's mark. It may also lead to deceiving and confusing the trade and the public.

In WIPO Case No. D2007-1695, Mayflower Transit LLC v. Domains by Proxy Inc./Yariv Moshe - "Respondent's use of a domain name confusingly similar to Complainant's trademark for the purpose of offering sponsored links does not of itself qualify as a bona fide use."

The circumstances as evident from the foregoing paragraphs lead to the conclusion that the domain name in dispute was registered and used by the Respondent in bad faith.

7. **Decision**

In light of the foregoing findings, namely, that the domain name is confusingly similar to the trademark in which the Complainant has rights, that the Respondent has no rights or legitimate interests in respect of the disputed domain name, and that the domain name was registered in bad faith and is being used in bad faith, it is clear beyond doubt that the Respondent has violated the provisions of Rule-3 of the Policy. Therefore, in accordance with the Policy and the Rules, the Arbitrator orders that the domain name <lottosports.in> be transferred to the Complainant.

No order to the costs.



Prabodha K. Agrawal

Sole Arbitrator

Dated: 4th Dec, 2023