



தமிழ்நாடு தமில்நாடு TAMILNADU

208806
18/09/2018

DR. SUDHIR RAJA RAVINDRAN

BH 093325

V. BEDHAHAJAN
Stamp Vendor
L.No: 12144/B1/96
Ekkattuthangal, Ch-3
Mobile No: 971001947

BEFORE THE SOLE ARBITRATOR, DR. SUDHIR RAJA RAVINDRAN

.IN REGISTRY

(NATIONAL INTERNET EXCHANGE OF INDIA)

.IN DOMAIN NAME DISPUTE RESOLUTION POLICY (INDRP)

ARBITRATION AWARD

DATED: October 10, 2018

1. QRG Enterprises Limited
904, 9th Floor, Surya Kiran building
K.G. Marg, Connaught Place
New Delhi – 110001, India
And
2. Havells India Limited

24/11

904, 9th Floor, Surya Kiran building
K.G. Marg, Connaught Place
New Delhi – 110001, India

COMPLAINANT/s

VERSUS

Amit G.
1, Potodar Chawl
Bhandup West
Maharashtra 400078
India

RESPONDENT/REGISTRANT

DISPUTED DOMAIN NAME: "QRG.IN"

1. Parties

1.1. The Complainant in this arbitration proceeding is represented by Mr. Rodney D. Ryder, Scriboard Advocates & Legal Consultants, Level 2, Elegance, Mathura Road, Jasola, New Delhi – 110025.

1.2. The Respondent in this arbitration proceeding, according to the WHOIS database accessed via the .IN Registry's website, is Amit G.

2. **The Dispute:** The domain name in dispute is QRG.CO.IN. According to the WHOIS search utility of the .IN Registry, the Registrar of the disputed domain name is INDYADOT.

3. Calendar of Major Events:

S. No	PARTICULARS	DATE
1.	Date on which NIXI'S letter was received for appointment as Arbitrator	20/09/2018
2.	Date on which consent was given to act as an Arbitrator	20/09/2018
3.	Date of appointment of Arbitrator	26/09/2018
4.	Date on which NIXI emailed all documents to the Respondent	26/09/2018
5.	Date on which Respondent had sent an email requesting not to send the Hard Copy and communicate via email	26/09/2018
6.	Date on which NIXI emailed the Arbitrator mentioning the Respondent's request.	27/09/2018
7.	Date on which the Arbitrator instructed NIXI not to send the hard copy to Respondent.	27/09/2018



8.	Date on which the Hard copy of the complaint was received by Arbitrator	28/09/2018
9.	Date on which notice was issued to the Respondent instructing him to reply on or before 05/10/2018	28/09/2018
10.	Date on which the Counter Statement by the respondent was emailed only to the Arbitrator	03/10/2018
11.	Date on which the Arbitrator instructed the Respondent via email to communicate in accordance to Rule 7 of the INDRP Rules of Procedure	03/10/2018
12.	Date on which the Counter statement was filed by the respondent as per the Rule 7 of the INDRP Rules of Procedure	03/10/2018
13.	Date on which Complainant filed a rejoinder	05/10/2018

4. Procedural History

- 4.1. This arbitration proceeding is 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 ("Rules") were approved by NIXI on June 28, 2005 in accordance with the Indian Arbitration and Conciliation Act, 1996. By registering the disputed domain name with the NIXI accredited Registrar, the Respondent agreed to the resolution of the disputes pursuant to the .IN Dispute Resolution Policy and Rules framed thereunder.
- 4.2. In accordance with the Rules 2(a) and 4(a), NIXI formally notified the Respondent of the complaint and appointed Dr. Sudhir Raja Ravindran as the sole arbitrator for adjudicating upon the dispute in accordance with the .IN Domain Name Dispute Resolution Policy and the Rules framed thereunder and the Indian 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 the NIXI.
- 4.3. The Complaint was filed in accordance with the requirements of the .IN Domain Name Dispute Resolution Policy (INDRP).
- 4.4. On September 26, 2018, NIXI had emailed all the documents to the Respondent and the Respondent requested via email not to send the hard copy to his house address and to communicate only via email, due to the respondent's family situation.

- 4.5. On September 27, 2018 NIXI emailed the Arbitrator mentioning the Respondent's request and the arbitrator instructed NIXI not to send the hard copy to the Respondent's address.
- 4.6. On September 28, 2018, the Arbitrator issued a notice to the Respondent intimating the Respondent of the appointment of the Arbitrator and calling upon the Respondent to submit his response within seven (7) days, i.e. on or before October 05, 2018.
- 4.7. On October 03, 2018, the Respondent had emailed the counter statement addressing the Arbitrator and the arbitrator had instructed the Respondent to communicate only in accordance to Rule 7 of the INDRP Rules of Procedure which states "No Party or anyone acting on its behalf may have any unilateral communication with an Arbitrator."
- 4.8. Further on October 03, 2018, the Respondent filed the Counter statement as per the Rule 7 of the INDRP Rules of Procedure.
- 4.9. On October 05, 2018, the Complainant filed a rejoinder.

5. Factual Background:

- 5.1. The Complainants are companies incorporated in India and are primarily in the business of electrical goods. Complainant #1 is the promoter company of Complainant #2 and the Complainants are part of the globally recognized QRG Group operating under the trade/service name/mark "QRG" coined and adopted by them with respect to their goods and services. The Complainant/s has registered trademarks for the mark and logo "QRG ENTERPRISES" in India.
- 5.2. The Respondent registered the disputed name <QRG.IN> on 9th September, 2018.

6. Parties Contentions

6.1. Complainant's Submission:

- 6.1.1. The Complainant/s claims that Complainant #1 is one of the companies of QRG Group of companies and is the promoter company of Complainant #2, also one of the companies of the QRG Group.
- 6.1.2. The Complainant/s claims that Complainant #1 has applied registration with the Indian Trademark Registry for its trademark and its variants for the following word and device "QRG".
- 6.1.3. The Complainant/s claims that it has spent a huge amount of money on the promotion and advertisement of its services and products under the well-known and famous trade/service

name/mark "QRG" since its adoption and use. The Complainant/s claim that the well-known and famous mark "QRG" has been used by the Complainant/s for years as all products and services offered by the Complainant/s are provided under the house mark 'QRG' and is associated exclusively with the Complainant/s.

6.1.4. The Complainant/s has to its credit various websites incorporating the words "QRG".

6.1.5. The Complainant argues that the domain name used by the Respondent <www.qrg.in> is identically and confusingly similar to the Complainant's trade name "QRG" and is bound to create confusion in the minds of the user public. The Complainant/s further claim that the Respondent has no rights and legitimate interests in the disputed domain name nor has it acquired any proprietary or contractual rights in any registered or common law trade mark corresponding in whole or in part with the disputed domain name/comprising "QRG" like the Complainant/s. Furthermore, the Complainant/s claims that the Respondent is not commonly known by the disputed domain name or the trade mark and does not actually engage in any business or commerce under the name 'QRG'. Neither was the Respondent authorised or licensed by the Complainant/s to register, hold or use the disputed domain name. The Complainant/s further claims that the disputed domain name was registered and used in bad faith with an intention to cash-in on the reputation of the Complainant/s' mark by using the domain name for advertisements or setting up a business as the Respondent seeks to make unlawful gains out of the disputed domain name.

6.1.6. The Complainant/s requests for the following relief: "that the disputed domain name <QRG.CO.IN> be transferred to the Complainant/s and costs be awarded to the Complainant/s if the Arbitration Panel deems fit".

6.2. Respondent:

6.2.1. In the email dated October 3, 2018 the Respondent wrote to the Arbitrator that the domain name <QRG.CO.IN> was registered to start a Question and Answer platform and acronym QRG means "Quick Real Guidance". The Respondent states that he did not get a chance to develop his website as it was registered within 10 days of registration of this INDRP case. Further the Respondent states that the Respondent was unaware of the QRG Company and this domain name would not be clashing the trademark and nature of business of the Complainant.

6.2.2. The Respondent further stated his willingness to transfer the domain name to the Complainant.

7. Discussion and Findings

- 7.1. In the present circumstances, the decision of the Arbitrator is based upon the Complainant's contentions and evidence adduced as well as conclusion drawn from Respondent's willingness to transfer the domain in favour of the Complainant.
- 7.2. The Respondent has expressed his intention to transfer by stating *"Kindly advise if this is possible to handover this domain to them in a smooth way without any more legal problems and close this INDRP case."* without admitting the element of paragraph 4 of the Policy, in his reply via email dated October 03, 2018. Hence, the Arbitrator is of the view that there is no need to assess the facts supporting the claim.
- 7.3. Therefore, as held in previous decisions, (Avaya Inc. v. Madhuram Sankaran Case no. INDRP/174, & Idea Cellular Limited v. Nick Cardew, Case No. INDRP/629, Orange Brand Services Limited v. Orange Media Solutions Case No. INDRP/660, HotelTravel Limited v. Benito Sanchez Zabala Case No. INDRP/635, Williams-Sonoma, Inc. v. EZ-Port, WIPO Case No. D2000-0207; Amgen Inc. v. Texas International Property Associates, WIPO Case No. D2007-0155; Valero Energy Corporation, Valero Refining and Marketing Company v. RareNames, WebReg, WIPO Case No. D2006-1336; Levantur, S.A. v. RareNames, WebReg, WIPO Case No. D2007-0857; Instituto del Fondo Nacional de la Vivienda para los Trabajadores v. Whois Privacy Protection Service Inc., Demand Domains, Inc. WIPO Case No. D2007-0917) given the Respondent's consent to transfer, no further consideration or discussion of the Policy is deemed necessary by the Arbitrator.

8. Decision

- 8.1. For the above mentioned reasons, in accordance with Rule 14 of the INDRP Rules, the Panel orders that the domain name, <QRG.IN> be transferred to the Complainant.
- 8.2. The Award is accordingly passed on this day of 10th of October, 2018.

Place: Chennai

Date: 10-10-2018


Dr. Sudhir Raja Ravindran
Sole Arbitrator