

தமிழ்நாடு தமில்நாடு TAMILNADU

Dr. Sudhir Ravindran  
Ch.

BZ 477258

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Stamp Vendor  
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9 JUL 2020

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: July 13, 2020

Etechaces Marketing and Consulting Private Limited

Plot N.19, Ground Floor,  
Sector -44, Gurgaon -122001  
Haryana

COMPLAINANT

Day 4



**VERSUS**

**Sudeshna Mukherjee**

Noida, Gautam Buddha Nagar,

Uttar Pradesh - 201301

Email: wisdomtreeindia1@gmail.com

Phone: +91 8130 799722

**RESPONDENT(s)/REGISTRANT(s)**

**DISPUTED DOMAIN NAME: "POLICY-BAZAR.IN"**

**1. Parties**

1.1. The Complainant in this arbitration proceeding is represented by Mr. Vikrant, S.S. Rana & Co., 317, Lawyers Chambers, High Court of Delhi, New Delhi 110003.

1.2. The Respondent in this arbitration proceeding, according to the WHOIS database extract as per Annexure C-2 of the Complaint is Sudeshna Mukherjee.

**2. The Dispute:** The domain name in dispute is "**POLICY-BAZAR.IN**". According to the WHOIS search utility of the .IN Registry, the Registrar of the disputed domain name is GoDaddy.com, LLC.

**3. Calendar of Major Events:**

S. No	PARTICULARS	DATE
1.	Date on which NIXI'S letter was received for appointment as Arbitrator	30-06-2020
2.	Date on which consent was given to act as an Arbitrator	30-06-2020
3.	Date of appointment of Arbitrator	03-07-2020
4.	Date on which the copy of the complaint was received by email	03-07-2020
5.	Date on which notice was issued to the Respondent	03-07-2020
6.	Due date for filing of Counter Statement by the Respondent	10-07-2020
7.	Date on which Arbitrator requested for the missing Annexure C-13 and Annexure C-14	09-07-2020
8.	Date on which NIXI had sent the soft copy of the missing Annexure C-13 and Annexure C-14	09-07-2020

**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 July 03, 2020, 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 July 10, 2020.

4.5. On July 09, 2020, the Arbitrator had learnt that the documents Annexure C-13 and Annexure C-14 were not sent to the Arbitrator and requested NIXI to send the same.

4.6. Only July 09, 2020, NIXI had promptly sent the soft copy of the missing Annexure C-13 and Annexure C-14.

## **5. Factual Background:**

5.1. The Complainant is engaged in the business of providing online services for comparison of insurance and medical policies, loan and investment plans, privileged credit cards under the trade mark, trading style and domain name POLICYBAZAAR.COM, all over India. The Complainant is the parent company of Policybazaar Insurance Brokers Private Limited (Formerly known as Policybazaar Insurance Web Aggregator Private Limited) (henceforth

referred to as "Policybazaar". Policybazaar is an IRDAI (Insurance Regulatory and Development Authority of India) licensed Web Aggregator under the IRDAI (Web Aggregator) Regulations, 2013 and IRDAI (Web Aggregator) Regulations, 2017 and a customer oriented, technology based model that provides customers the facility to compare products of different insurers on its website/portal and choose the best pertinent to mention that the Complainant is ISO 27001:2013 certified, which is the international standard for management of information security and provides a systematic approach to keep sensitive information secure through Information Security Management System (ISMS). Policybazaar carries on its business through the online platform www.policybazaar.com under trade mark, trading style and domain name POLICYBAZAAR.COM.

5.2. The Respondent registered the disputed name "**POLICY-BAZAR.IN**" on January 30, 2020.

## **6. Parties Contentions**

### **6.1. Complainant's Submission:**

6.1.1. The Complainant states that it was started with a team of three first-time entrepreneurs and has now grown to a 2000+ strong team committed in providing the best-in-class insurance solutions to its consumers/subscribers. The Complainant states that it attributes its success to its insurance portal/ corresponding website POLICYBAZAAR.COM which was launched in June 2008 on the internet. The said website is accessible globally from anywhere in the world since its launch. Copy of the Complainants web page is marked as Annexure C-5 (Colly) in the Complaint.

6.1.2. The Complaint states that their website POLICYBAZAAR.COM offers to its customers, a wide range of insurances that can be compared by the Customers and owing to its customer centric approach, the Complainant states that it has gained huge credibility across the nation. The Complainant states that it operates only through the interne i.e.





through its website POLICYBAZAAR.COM, which is first and only trade channel for insurance services. Moreover, the customers i.e., the relevant class of public who approach POLICYBAZAAR are netizens, who use internet as the preferred trade channel to compare and buy products according to their insurance products. The Complainant further states that it offers services both on mobile and the web, through which customers can compare different insurance products to choose the right insurance plan based on the risk appetite and specific requirements of the customers.

6.1.3. The Complainant states that their portal POLICYBAZAAR / POLICYBAZAAR.COM has over thirty (30) Insurance Companies as partners as mentioned in the para 4 of Complainant's brief history in the complaint.

6.1.4. The Complainant states that their trade mark POLICYBAZAAR is a unique combination / collocation of words in the English language, which makes it distinctive to obtain statutory protection over its invented trademarks, POLICYBAZAAR, POLICYBAZAAR.COM and variants thereof, the Complainant further states that it has applied and obtained registrations of the same in various classes in India and copies of the registration certificates of some of the aforementioned registrations are marked as Annexure C-6 (colly) of the Complaint.

6.1.5. The Complainant states that apart from POLICYBAZAAR.COM, the Complainant has also obtained approximately 300 Top level domain names, wherein trade mark POLICYBAZAAR/ POLICYBAZAR and variations thereof forms a prominent part thereof and a list of some the domains are given in para 8 of Complainant's brief history in the complaint. Further the Complainant has annexed the copies of the WHOIS results of some of the domain name registrations and marked it as Annexure C-7 (colly) in the Complaint.



- 6.1.6. The Complainant states that the Complainant's employees have authored a number of articles. Further the Complaint states that a list of few of these articles and their date of publication along with copies of some of these articles have been marked as Annexure C-8 (colly) in the Complaint
- 6.1.7. The Complainant states that the global rank of Complainant's website [www.policybazaar.com](http://www.policybazaar.com) is 3,146 (as on June 11, 2020) according to Alexa Traffic Ranks and the Complainant's website ranking in India is 265 (as on June 11, 2020). Further the Complainant has provided the snapshot of the ranking result of the Complainant's website [www.policybazaar.com](http://www.policybazaar.com) which is marked as Annexure C-9 in the Complaint.
- 6.1.8. The Complainant states that POLICYBAZAAR.COM has now become India's leading online platform for information on non-life and life insurance products and it is the one stop platform and the largest online destination for insurance requirements in India. Further Complainant states that since its inception, the Complainant, under the trade mark and trading style POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof, has marked a staggering growth in terms of revenue and customer acquisition
- 6.1.9. The Complainant states that the reputation and goodwill under the trademarks and trading style, POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof, have not come from sales alone. Further the Complainant states that the growth in terms of good-will as well as annual revenue under their trademarks POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof have been substantially increasing each year. The Complainant states that the Complainant operates a technology based online marketplace in the field of insurance, in order to develop, maintain and protect "POLICYBAZAAR" brand, trademark and business. Further the Complainant states that it has in the past and still continues to invest heavily in brand promotion (both online and offline).

6.1.10. The Complainant states that it has extensively advertised their services offered under the "POLICYBAZAAR" trademark/brand through various channels and in its technology, platforms/mediums and has expended huge sums of money in building and popularizing the "POLICYBAZAAR" brand. The Complainant states that advertising expenditure incurred by the Complainant between the years 2017 to 2020 is more than Rupees Four Billion and copies of some of the invoices bearing the mark "POLICYBAZAAR" are marked as Annexure C-10 (colly) in the Complainant.

6.1.11. Further, The Complainant states that it has attracted investment of approximately Rupees Five hundred crores from its key investors namely - Info Edge (India) Limited, Intel Capital Inventus Capital Partners, Tiger Global Management, Ribbit Capital, Premji Invest, Steadview Capital Management and Temasek, amongst others, to enhance technology, brand enhancing awareness and customer services.

6.1.12. The Complainant states that the Complainant's mark POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof regularly feature as Adwords on Google. A few of such websites include [www.hindustantimes.com](http://www.hindustantimes.com), [www.business-standard.com](http://www.business-standard.com), [www.articles.economictimes.indiatimes.com](http://www.articles.economictimes.indiatimes.com), [www.thehindubusinessline.com](http://www.thehindubusinessline.com), etc. The Complainant further states that POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof, have also been advertised in a wide variety of media over the years, such as on radio, television, internet, as well in the print media and a non-exhaustive list of articles and their date of publishing featuring trademarks and trading style POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof along with copies of some of the articles have been marked as Annexure C-11 (colly) in the Complaint.

6.1.13. The Complainant states that besides the above mentioned publication, the leading personnel of POLICYBAZAAR/ POLICYBAZAAR.COM have also authored a number of articles which have been published on the websites of popular newspapers and



magazines. A non-exhaustive list of such articles and their date of publishing is marked as Annexure C-12 in the Complaint.

6.1.14. The Complainant states that they have also sponsored a number of shows on television across various channels and other entertainment events such as Theatre Weekend (A fever Entertainment & AGP Presentation), Third e-Commerce India Conclave, Developing the ECO System (An Initiative of Assocham).

6.1.15. The Complainant states that the Complainant also stays connected with the customers through various social networking websites such as [www.facebook.com](http://www.facebook.com), [www.twitter.com](http://www.twitter.com), [www.youtube.com](http://www.youtube.com), [www.plus.google.com](http://www.plus.google.com), [www.linkedin.com](http://www.linkedin.com), etc and has more than 169,833 likes on Facebook (as on May 27, 2020) and more than 15.2K followers on Twitter (as on May 27, 2020). The Complainant states that the numbers of followers, subscribers and viewers on the Complainant's social media has seen a consistent rise in the past years and copies of web pages evidencing presence on social media websites are marked as Annexure C-13 in the Complaint.

6.1.16. The Complainant states that the Complainant's industry knowledge and focus on user interface and innovative technologies have led to widespread recognition of Complainant's mark "POLICYBAZAAR" in India and this awareness is further growing with the Complainant's expanding commercial presence in India. Further the Complainant has listed a non-exhaustive list of awards bestowed on POLICYBAZAAR.COM under para 19 of Complainant's brief history in the complaint.

6.1.17. The Complainant states that in view of its prominent presence on the web across the world under its trademarks and trading style POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof, advertisements and articles featuring POLICYBAZAAR, POLICYBAZAAR.COM on print as well as on electronic media, prestigious awards and recognitions conferred on it, steady growth in revenue, trademarks and trading style,





POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof have become well-known and famous within the meaning of section 2(zg) of the Trade Marks Act, 1999 and further states that the trademarks POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof, are recognized by the trade and the public and are associated and identified with the Complainant alone. Further the Complainant states that the said trademarks have, therefore, become synonymous with the Complainant apart from having virtually become a famous and well-known trademarks/trading style in India.

6.1.18. The Complainant states that it considers the trademarks POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof as well as various domain names owned by the Complainant consisting of POLICYBAZAAR/ POLICYBAZAR and variations thereof as valuable intellectual property right and makes every effort to protect those.

6.1.19. The Complainant states that has always considered rightfully of the trade marks/ domain names owned by the Complainant and does not hesitate to take legal action against other parties for misuse of its intellectual property rights. Further, the Complainant has mentioned a few of the successful actions taken by the Complainant to prevent misuse of trademark and trading style POLICYBAZAAR, POLICYBAZAAR.COM as well as domain name policybazaar.com or marks deceptively similar thereto by third parties in para 21 of Complainant's brief history in the complaint and copies of some of the decisions passed in favour of the Complainant by panels adjudicating under the INDRP have been marked as Annexure C-14 in the Complaint

6.1.20. Complainant states that it was recently brought to the Complainant's notice that a domain name, namely <policy-bazar.in> was registered on January 30, 2020 by the Respondent and an internet search revealed a parked page courtesy of GoDaddy.com, LLC at the domain <policy-bazar.in> with no content being hosted therefrom. The



Complainant has provided a relevant snapshot of the impugned webpage as of May 27, 2020 has been posted in the para 25 of Complainant's brief history in the complaint.

6.1.21. In support of its contentions, the Complainant relied on the decisions in the cases of Hon'ble Courts and Hon'ble Mediation Centre passed in the case of Etechaces Marketing And Consulting Private Limited v. Mr. Dan Mahony (INDRP/658), Flipkart Online Services Private Limited v. Azeem Ahmed Khan (INDRP/232), Dell Inc. v. Mani, Soniya (INDRP/753), CareerBuilder, LLC v. Stephen Baker, (WIPO Case No. D2005-0251), Motorola, Inc. vs NewGate Internet, Inc. (WIPO Case D2000-0079), Caesars World, Inc. v. Forum LLC (WIPO Case No. D2005-0517), HUGO BOSS Trade Mark Management GmbH & Co. KG, HUGO BOSS AG v. Dzianis Zakharenka, (WIPO CaseNo. D2015-0640), Instagram, LLC v. Contact Privacy Inc. / Sercan Lider (WIPO Case No. D2019-0419), Johnson & Johnson v. Daniel Wistbacka (WIPO Case No.D2017-0709), Telstra Corporation Limited v. Nuclear Marshmallows (WIPO Case No. D2000-0003),

6.1.22. The Complainant requests for the following relief: "To issue a decision that the disputed Domain Name POLICY-BAZAR.IN be transferred to the Complainant along with costs of the present proceedings be granted to the Complainant".

**6.2. Respondent:**

6.2.1. The Respondent did not file any reply to the Complaint.

**7. Discussion and findings:**

7.1. Under the .IN Policy, the registrant of the domain name is required to submit to a mandatory arbitration proceeding in the event that a complaint is filed in the .IN Registry, in compliance with the .IN Policy and the INDRP Rules.

7.2. The .IN Policy, Paragraph 4 requires the Complainant, to establish the following three elements:





7.2.1.The disputed domain name is identical or confusingly similar to the trademark or service mark in which the Complainant has rights, and

7.2.2.The Respondent has no rights or legitimate interests in respect of the domain name; and

7.2.3.The Respondent's domain name has been registered or is being used in bad faith.

### **7.3. Identical or Confusingly Similar**

7.3.1. The first element requires the Complainant to prove that the domain name registered by the Respondent is identical or confusingly similar to a mark in which the Complainant has rights.

7.3.2. The Complainant has filed documents of its registered trademarks to prove it has rights in the trademark "POLICYBAZAAR", "POLICYBAZAAR.COM" and variations thereof and has been continuously and exclusively been using the same in relation to their business since the year 2008. The Complainant by filing documents of its registered trademarks has established that it has rights in the trademark "POLICYBAZAAR" and is famous in India.

7.3.3. The disputed domain name incorporates the trademark "POLICYBAZAAR" with a confusingly similar spelling and along with a hyphen between the word "Policy" and "Bazar" following by ccTLD (country code top level domain), mere modification in the spelling followed by ccTLD ".in" does not form a new word or new meaning or removes the distinctiveness of this Trademark and if a trademark is incorporated in its entirety in a domain name in a confusingly similar manner , it is sufficient to establish that the said name is identical to confusingly similar. This position was upheld in Ebay.Inc v. John Mathew trading as Cliestra Bestaa (INDRP/1142), Etechaces Marketing And Consulting Private Limited v. Mr. Dan Mahony (INDRP/658), Flipkart Online Services Private Limited



v. Azeem Ahmed Khan (INDRP/232), *Google. Inc Vs. Vinit keshav Case No. INDRP/940* and *Santa fe moving service Private Limited v. Achyut Khare INDRP/ 886*.

7.3.4. The Arbitrator finds that the Complainant has satisfied the first element under paragraph 4 of the Policy.

#### **7.4. Rights and Legitimate Interests**

7.4.1. The second element requires the Complainant to show that the Respondent has no rights and legitimate interests in the disputed domain name.

7.4.2. Under Paragraph 7 of the Policy, a Respondent or a registrant can establish rights in the domain name, if (i) before notice of the dispute, the registrant had used or made demonstrable preparations to use the domain name in connection with a bona fide offering of goods or services or (ii) the registrant (as an individual, business organization) has been commonly known by the domain name, or (iii) the registrant is making 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.

7.4.3. The Complainant is the registered proprietor of the mark POLICYBAZAAR, POLICYBAZAAR.COM and variations thereof as per Annexure C-6 of the Complaint. The fact that disputed domain name is parked domain name created on January 30, 2020 and the Respondent has made no claims to either having any relevant prior rights of its own or to having become commonly known by the Disputed domain name shows that the Respondent has no right and legitimate interest on the disputed domain name. This view has been upheld in *Corners House Ice creams private limited v. Chandan INDRP/ 1146* and *Novartis v. Aravind R INDRP/941*.

7.4.4. The Arbitrator finds no material on record to show that the Respondent is commonly known by the disputed domain and it has been parked and no website has ever been





hosted on it as per the snapshot of the impugned webpage as of May 27, 2020, which has been posted in the para 25 of Complainant's brief history in the complaint. If the Respondent does not put forward any evidence that it is known by the disputed domain name, it is a strong basis to infer that the Respondent lacks rights. This view has been upheld in *Richemont holdings AG Vs Lina, Doublefist Limited INDRP/1145 and Instagram LLC v. Osbil Technology Limited INDRP/ 1130*. Further, there is no indication from the material on record that the Respondent is using the disputed domain name for any legitimate purposes such as non-commercial fair use purposes.

7.4.5. The Arbitrator finds the Complainant have made a prima facie case that the Respondent has no rights and legitimate interests in the disputed domain name and has satisfied the second element under paragraph 4 of the Policy.

#### **7.5. Bad Faith**

7.5.1. Under the INDRP Policy the Complainant is required to establish that the domain name was registered or is being used in bad faith. Proof of bad faith is a separate requirement. Information that is relevant to a consideration of the other ingredients of a claim can be relevant to bad faith inquiry, but it usually will not be sufficient to meet the Complainant's burden of proof.

7.5.2. The Complainant has well-established rights in the trademark "POLICYBAZAAR", "POLICYBAZAAR.COM" and variations thereof, it has also established it continuously and exclusively been using the same in relation to their business since the year 2008 and its fame in India. Further the disputed domain name is registered in the year 2020 and is phonetically, visually, conceptually, deceptively and confusingly identical/ similar to the Complainant's trademark "POLICYBAZAAR", "POLICYBAZAAR.COM" and variations thereof which shows the intent to misappropriate Complainant's trademark. Further the Respondent has registered and passively holding the domain name, this

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clearly shows that the Respondent has domain name in bad faith by intentionally adopting a trademark that is famous and is highly unlikely for the Respondent to not be aware. This view has been upheld in *Novartis AG v. Aravind R INDRP/941*.

7.5.3. Under Paragraph 6 (iii) of the Policy, if the registrant of the domain name in dispute, has used the domain name to intentionally attract internet users by creating a likelihood of confusion with the trademark of another and an attempt to take undue/ unfair advantage of Complainant's goodwill and reputation, is considered evidence of bad faith. The Arbitrator finds the circumstances here suggest that there is no other reasonable explanation for the registration of the disputed domain name by the Respondent.

7.5.4. For the reasons discussed, the Arbitrator finds the disputed domain name has been registered and used in bad faith under the Policy.

7.6. The above-mentioned contentions and submissions of the Complainant have not been rebutted by the Respondent, as such, they are deemed to be admitted by them.


## **8. Decision**

8.1. The Complainant has successfully established the three grounds required under the Policy to succeed in these proceedings.

8.2. For reasons discussed, the .IN Registry of the NIXI is hereby directed to transfer the domain name "**WWW.POLICY-BAZAR.IN**" to the Complainant without any cost.

8.3. The Award is accordingly passed on this the 13<sup>th</sup> day of July, 2020.

Place: Chennai

  
Dr. Sudhir Raja Ravindran  
Sole Arbitrator