



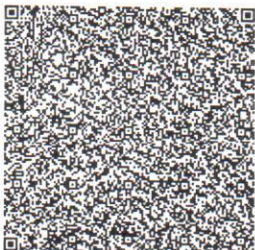
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Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AMARJIT SINGH
Second Party	: NA
Stamp Duty Paid By	: AMARJIT SINGH
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**ARBITRATION AWARD
THE .IN REGISTRY - NATIONAL INTERNET EXCHANGE OF
INDIA**

**CELTON MANX LIMITED
V/S
RAYIT CARRERA**

DISPUTED DOMAIN NAME <sbobet.in>

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ARBITRATION AWARD

**.IN REGISTRY – NATIONAL INTERNET EXCHANGE OF
INDIA**

**.IN domain Name Dispute Resolution Policy
INDRP Rules of Procedure**

IN THE MATTER OF:

Celton Manx Limited,
Celton House, IoM Business Park,
Douglas, IM2 2QZ

.....Complainant

VERSUS

Rayit Carrera,
Jalan Imam Bonjol, Perum. Cipta
Selarah
Abian Timbul, Pemecutan Kelod,
Denpasar Bali
80119

.....Respondent

1. **THE PARTIES**

The Complainant in this administrative proceeding is Celton Manx Limited, a company incorporated under the laws of U.S.A., having its address at



Celton House, IoM Business Park Douglas IM2 2QZ represented through their Representative Safenames Ltd., Safenames House, Sunrise Parkway, Linford Wood, Milton Keynes, MK 14 6LS, UK.

The Respondent is Mr. Rayit Carrera, Jalan Imam Bonjol, Perum, Cipta Selarah Abian Timbul, Pemecutam Kilod Denpasar, Bali 80119.

2. **THE DOMAIN NAME AND REGISTRAR**

The disputed domain name <**SBOBET.IN**> has been registered by the Respondent. The Registrar with whom the disputed domain is registered is IN Registry database at Name.com LLC.

3. **PROCEDURAL HISTORY**

3.1 The Complaint was filed with the .In Registry, National Internet Exchange of India (NIXI), against Mr. Rayit Carrera, having address at Jalan Imam Bonjol, Perum. Cipta Selarah, Abian Timbul, Pemecutan Kelod, Denpasar, Bali 80119. The NIXI verified that the Complaint together with the Annexures to the Complaint had satisfied the formal requirements of the .in Domain Name Dispute Resolution Policy ("The Policy") and the Rules of Procedure ("The Rules").



- 3.2 In accordance with the Rules, Paragraph-2(a) and 4(a), NIXI formally notified the Respondent of the Complaint and appointed me as a Sole Arbitrator for adjudicating upon the dispute in accordance with The Arbitration and Conciliation Act, 1996, Rules framed there under, .In Dispute Resolution Policy and Rules framed there under on August 26, 2014. The parties were notified about the appointment of an Arbitrator on September 01, 2014.
- 3.3 The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by NIXI to ensure compliance with the Rules (paragraph-6).
- 3.4 After my appointment as an Arbitrator, I intimated the parties of my appointment and by my email of 03.09.2014, the complainant was directed to transmit soft copy of the complaint as well as the annexures to the Respondent at its registered email ID as appearing in WHOIS record of the disputed domain name.

On the said date, I requested .in Registry to forward the proof of the delivery of the complaint as well as all the annexures to the respondent by return email.

I was informed by NIXI, by its email of 04.09.2014 that hard copy of the complaint



along with Annexures were sent to the respondent on 01.09.2014 by Courier and copy of the Courier consignment receipt was also provided by NIXI.

By my email of 10.09.2014, the complainant was again directed to forward copy of the complaint along with annexures to the Respondent on its registered email ID as appearing on the WHOIS record of the disputed domain name within two days and provide a confirmation to the undersigned and to the Center.

The complainant by its email dated 12.09.2014 raised a query, whether the complainant has an option for suspension of the proceedings on account of the respondent having contacted the complainant to amicably resolve the dispute without need of arbitration.

This panel provided 10 days' time to the complainant to report settlement, if any, failing which the complainant was informed that the dispute will be decided in accordance of the provisions of law.

Hard copy of the complaint along with annexures was received by the Panel from the complainant and a confirmation thereof was sent by the Panel on 01.10.2014.

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The Panel was informed by NIXI on 29.09.2014 that hard copy of the complaint and annexures sent to the respondent by Currier could not be delivered at the destination address due to incomplete or incorrect address of the respondent.

The above fact was brought to the notice of the complainant by the Panel by email of 01.10.2014. Reminder was also sent to the complainant by this Panel on 09.10.2014. No response to the said e-mails was received by the Panel. The Complainant was granted final opportunity to provide complete/correct address of respondent to NIXI and to the Panel and to serve the respondent with soft copy of the Copy of the Complaint and the Annexures by e-mail at the registered e-mail address as appearing in WHOIS records within two days failing which the Complaint would be dismissed for non-prosecution.

- 3.5 The Complainant by its email dated 02.12.2014, submitted that the only contact information of the Respondent he had was as contained in the WHOIS records.

The Panel was also informed that the Respondent was included in the email sent by



the complainant to NIXI and therefore the respondent was served with a soft copy on that date - 23rd July 2014 and then again with the amended complaint was sent on 1st October 2014. On 9th October, 2014, the Complaint was resent and the Respondent was also included therein. The Respondent was therefore served with 2 copies of the amended complaint.

3.6 The Complainant submitted the delivery receipt of the email copies sent to the Respondent on 09th October, 2014 on the registered email ID as appearing in the WHOIS record of the disputed domain name. The Arbitration proceedings therefore commenced on 9th October, 2014.

3.7 The Respondent failed to file any response to the complaint and the case of the complaint remain un rebutted.

3.8 The Panel considers that according to Paragraph-9 of the Rules, the language of the proceedings should be in English. In the facts and circumstances, in-person hearing was not considered necessary for deciding the Complaint and consequently, on the basis of the statements and documents submitted on record, the present award is passed.



4. **FACTUAL BACKGROUND**

- 4.1 The Complainant in this matter is Celton Manx Limited, a company incorporated pursuant to the laws of the Isle of Man and registered with the Companies Registry of the Isle of Man under Company No. 121580C. The Complainant operates the sports betting brand Sports Bookie Online Bet Inc. known as SBOBET, an online bookmaker which was founded in 2004.
- 4.2 The Complainant alleges that the Respondent's registration of the domain name in question <sbobet.in> (the "disputed Domain Name") is a direct breach of the .IN Domain Name Dispute Resolution Policy (INDRP), as approved by ICANN, (hereafter referred to as "the Policy") because the Domain Name is identical to the Complainant's trade mark in which the Respondent has no rights in and that the Respondent's registration or use is in bad faith and so is abusive under the Policy.
- 4.3 The Complainant submits that he has an outstanding reputation as he is offering "over 500 sporting events every week, with extensive coverage of all major football leagues and international sporting events. SBOBET also provides live football updates, immediate winnings confirmation, rapid payouts, easy access and fast online betting available around



the clock.” These services are offered in several languages including English, Chinese, Indonesian, Vietnamese, Spanish and German.

4.4 The Complainant submit that SBOBET is the leading bookmaker in the Eastern Hemisphere and sets itself apart from other bookmakers in that unlike its competitors they do not discriminate against professional bettors and their margins are significantly lower than the average bookmaker. In addition SBOBET offers some of the best odds available online. SBOBET’s impressive service has been recognized in its receipt of the Asian Operator of the year twice, in 2009 and 2010 at the eGaming Review Magazine Operator Awards which are held in London. After the thriving success of its online betting site SBOBET expanded launching SBOBET Casino to provide further services.

4.5 The Complainant further submits that a main source of advertisement and income with bookmakers in the sports world is via sponsorship deals. For example the English Premier League has an estimated audience of five billion viewers worldwide and therefore has massive reach to potential customers. SBOBET had contracted lucrative sponsorship with five large English Premier League clubs for the 2013-2014 football season: West Ham United,



Norwich City Football Club, Hull City, Swansea City FC and Southampton FC.

4.6 The Complainant further submits that SBOBET is more than a profitable bookmark, it understands the need for corporate responsibility and charity work as evidenced in its sponsorship of the Bobby Moore Fund's charity golf day for three consecutive years and a Relay for Life, both in aid of Cancer Research.

4.7 The primary websites which the Complainant operates its services from are <sbobet.com>, and <casinosbobet.com> and they have a linked informational website at <sbobettimes.com>.

5. **PARTIES CONTENTIONS**

5A **COMPLAINANT**

5A(1) The Complainant's subsidiary Sports Bookie Online Inc. is the owner of the service mark and trade mark SBOBET. The Complainant offers betting services to consumers via their e-commerce websites, including but not limited to www.sbobet.com.

5A(2) The Complainant has following Community Trade Mark Registrations in respect of the mark SBOBET.



European Community Trade Mark Registration No. EU006639397 for the SBOBET mark, filed on 4th February, 2008, registered on 21st January, 2009 for the word mark covering Nice classifications: 9, 28, 41 and 42.

Class 9- Computer software; computer software downloadable from the Internet; computer software for the provision and management of on-line games including games involving gambling or competitions; computer software for betting, gaming and gambling and for gaming machines; electronic publications and information provided on-line from databases or the Internet (downloadable); electronic publications provided by electronic mail; electronic and computer games including games involving gambling or competitions; interactive computer systems; computer and electronic hardware and apparatus including interactive electronic hardware and apparatus included in this class all in relation to gambling, gaming, competitions, amusing and entertainment services.

Class 28- Games; games involving gambling; games being competitions; articles and apparatus for use in games including games for gambling and in playing games; board games; card games; articles and apparatus for use in playing board and card games; dice and

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dice games; coin-operated games; casino games; articles and apparatus.

Class 41- Arranging, organizing, provision, management and administration of gambling, gaming, amusement and entertainment services, gambling, gaming and casino services; arranging, organizing, provision, management and administration of competitions; lottery services; entertainment services; sports entertainment services; sports results services; sports and sports results information services; provision of the aforesaid services in electronic or computerized form; agency services relating to the aforesaid; provision of the aforesaid services on-line from a computer database, the Internet or other telecommunications; provision of information relating to gambling and gaming services accessible via the Internet or other telecommunications; provision of information on line from a computer database or from the Internet in relation to gambling, gaming, amusement and entertainment services.

Class 42- Software design and software development; creating and maintaining web sites; hosting web sites.

European Community Trade Mark Registration No. EU00749812 for the SBOBET.COM mark, filed on 8th December 2008, registered on 21st



July, 2009 for the word mark covering Nice classifications: 9, 16, 25, 28 and 41.

Class 16- Printed matter; paper and paper goods; stationary included in this class; books; magazines, calendars and diaries.

Class 25- Clothing, footwear and headgear; articles of sports clothing and sports footwear.

Class 36- Financial sponsorship; information, advisory and consultancy services relating to the aforesaid.

European Community Trade Mark Registration No. EU007450191 for the SBOBET.COM mark, filed on 8th December, 2008, registered on 21st July, 2009 for the word mark covering Nice classifications; 9, 16, 25, 28, 36 and 41.


European Community Trade Mark Registration No. EU006639215 for the SBO mark, filed on 4th February, 2008, registered on 20th January, 2009 for the word mark covering Nice classifications; 9, 28, 41 and 42.

European Community Trade Mark Registration No. EU006678015 for the SBOBET Sports Bookie Online, Inc mark, filed on 5th February 2008, registered on 21st January, 2009 for the word mark covering Nice classifications; 9, 28, 41 and 42.



5A(3)The Complainant submitted that any football fan that watches a game against West Ham United or is indeed a West Ham United fan will undoubtedly have seen SBOBET's mark on the football shirts of the West Ham United players and on the advertisements screened during the match.

5A(4)The disputed Domain Name www.sbobet.in encompasses the whole of the Complainant's trademark SBOBET without any additional letters, numbers or characters. There is nothing which alters the mark in any way and it is an exact phonetic and visual representation of the mark. The suffix ".IN" is the country coded top level domain name (ccTLD) extension necessary for an Indian domain name and is irrelevant when analyzing whether a domain is identical or similar to a mark unless it has been used to form part of the said mark. Consequently it is unquestionable that the disputed Domain Name is identical to the Complainant's mark SBOBET by virtue of the fact that the only component is the mark SBOBET. More so, if the ccTLD were considered, an Indian Internet user would more than likely believe that the Domain Name would lead to an official site of the Complainant. This does not make the domain any less confusing, it simply narrows the spectrum of potentially confused Internet users.



5A(5)The Complainant would draw the Arbitrator's attention to the fact that they have a registered trade mark for SBO and that as the industry in which they work is that of gambling an Internet user would naturally make the association between the domain name and the Complainant.

B. **RESPONDENT**

5B(1)The Respondent did not respond to the contentions of the Complainant as raised in his complaint before this panel in respect of the dispute domain name Sbobet.in.

6. **DISCUSSIONS AND FINDINGS**

6.1 The Complainant, while filing the Complaint, submitted to arbitration proceedings in accordance with the .In Dispute Resolution Policy and the Rules framed thereunder in terms of paragraph (3b) of the Rules and Procedure. The Respondent also submitted to the mandatory arbitration proceedings in terms of paragraph 4 of the policy, while seeking registration of the disputed domain name.

6.2 Paragraph 12 of the Rules provides that the Panel is to decide the Complaint on the basis



of the statements and documents submitted and that there shall be no in-person hearing (including hearing by teleconference video conference, and web conference) unless, the Arbitrator, in his sole discretion and as an exceptional circumstance, otherwise determines that such a hearing is necessary for deciding the Complaint. I do not think that the present case is of exceptional nature where the determination cannot be made on the basis of material on record and without in-person hearing. Sub-Section 3 of Section 19 of The Arbitration & Conciliation Act also empowers the Arbitral Tribunal to conduct the proceedings in the manner it considers appropriate including the power to determine the admissibility, relevance, materiality and weight of any evidence.

6.3 It is therefore, appropriate to examine the issues in the light of statements and documents submitted as evidence as per Policy, Rules and the provisions of the Act.

6.4 The Respondent did not file any response to the complaint.

6.5 Under the provisions of Order 8 Rule 5 of the Code of Civil Procedure, 1908 the material facts as are not specifically denied are deemed to be admitted.

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6.6 The decision of Hon'ble Supreme Court of India in the matter of **Jahuri Sah Vs. Dwarika Prasad** – AIR 1967 SC 109, be referred to. The facts as are admitted expressly or by legal fiction require no formal proof. (See Section 58 of the Indian Evidence Act, 1872). The material facts stated in the complaint have neither been dealt with nor specifically disputed or denied by the Respondent.

6.7 Paragraph 10 of the Policy provides that the remedies available to the Complainant pursuant to any proceedings before an arbitration panel shall be limited to the cancellation or transfer of domain name registration to the Complainant.

6.8 Paragraph 4 of the Policy lists three elements that the Complainant must prove to merit a finding that the domain name of the Respondent to be transferred to the Complainant or cancelled:

A. **IDENTICAL OR CONFUSINGLY SIMILAR**

6A.1 The Complainant contends that the Registrant's Domain Name is identical or

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confusingly similar to a trade mark in which the Complainant has rights.

6A.2 The Complainant Subsidiary Sports Bookie Online Inc. is the registered proprietor of the following marks in European Union:

Trade Mark	Classes	Date of Registration	Registration No.	Country of TM
SBOBET	9, 28, 41, 42	21/01/2009	006639397	OHIM Community Trademark
SBOBET.COM	9, 16, 25, 28, 36, 41	21/07/2009	007449812	OHIM Community Trademark
SBOBBET.OM	9, 16, 25, 28, 36, 41	21/07/2009	007450191	OHIM Community Trademark
SBO	9, 28, 41, 42	20/01/2009	006639215	OHIM Community Trademark
SBOBET Sports Bookie Online, Inc	9, 28, 41, 42	21/01/2009	006678015	OHIM Community Trademark

6A.3 Sports Bookie Online Inc. 24th Floor Burgundy Corporate Tower, 252 Sen.Gil Puyat Avenue Makati City 1200 Filipinas, who claims to have trademark rights in its favour is not the Complainant. The complainant has also not alleged or has provided any evidence to show that Sports Bookie Online Inc. is not capable to sue in its own name.



6A.4 The Domain <sbobet.com> has been registered in the name of the complainant on 26.09.2003. The Domain <casinosbobet.com> is privacy protected and has been registered on 03.07.2009. The Domain <sbobettimes.com> is unregistered domain name and is available for registration as on 06.01.2015. The said adoption of the domain by the complainant is prior to the adoption of impugned domain name <sbobet.in> on part of the respondent.

6A.5 The Respondent has not disputed the contention of the complainant in the present case. However, the complainant has failed to substantiate its right in the mark SBOBET in its name since the Community Trademark Registrations concerning the mark SBOBET are in the name of Sport Bookie Online Inc for which the complainant has also not provided any document to show the relation between the two companies.

In view of the above fact and circumstances, the panel concludes that the complainant has failed to establish its rights in the trade mark SBOBET.

B. **RIGHTS OR LEGITIMATE INTERESTS**

The complainant submits that:-

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6B.1 The Respondent has no right or legitimate interest in respect of the impugned domain name.

6B.2 Paragraph 7 of the Policy lists the following three non-existence methods for determining whether the Respondent has rights or legitimate interest in the disputed domain name:

(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;*

(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.*

6B.3 The Complainant avers that the Respondent affords no rights or legitimate interests as outlined in Paragraph 7 of the Policy. The Complainant has been unable to locate any trade marks registered in favour of the

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Respondent and SBOBET in not the Respondent's business or personal name. In addition to this a WhoIs search of the disputed domain name shows the Respondent information does not include any reference to SBOBET.

6B.4 The Complainant sent an email to the Respondent on 15.01.2013 to enquire about the existing relationship between Celton Manx Limited, Celton House, IoM Business Park, Douglas IM2 2QZ and Rayit Carrera, Jalan Imam Bonjol, Perum, Cipta Selarah, Abian Timbul, Pemecutan Kelod Denpasar Bali 80119.

The Respondent questioned the Complainant's representatives' authorization to act and refused to discuss the matter. The Complainant discussed this matter directly with the Respondent and was unable to confirm that the Respondent is an authorized agent due to lack of appropriate response.

6B.5 The search conducted on popular online search engine Google, as exhibited in Annex F, for the mark SBOBET shows results either for the Complainant or directly related to the Complainant and its services. There is no mention of the Registrant or the Registrant Organisation in these results. It is obvious

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from these results that the Respondent is not known by the name SBOBET, nor has the Respondent acquired goodwill in the name and cannot rely on Paragraph 7(i) of the Policy.

6B.6 The Complainant submits that prior to a notice of trade mark infringement from the Complainant the Respondent had been using the Domain Name as a website to provide analysis and commentary on the football world, using a tag "Indonesian football agent review site".

The complainant has not provided the screenshots of the website Sbobet.in to substrate the claim made herein. The complainant has provided the screenshots of the website Indolucky which is not the subject matter of dispute before the Panel.

6B.7 The Complainant has provided two different WHOIS record for the Domain Name <sbobet.in> dated 20.01.2014 and 17.03.2014 listing two different registrants of the impugned domain name. The email ID, however in both the WHOIS records is multyrando62@gmail.com. The current Whois record of the impugned domain name <sbobet.in> is again different from the previous Whois records as have been provided by the Complainant in the present dispute.



6B.8 The Complainant contends that the Respondent has not used and is not using the domain for a bona fide offering of goods or services but rather to mislead Internet users into assuming an affiliation between the Complainant and them/the third party services advertised.

6B.9 The Complainant submits that whilst attempting to resolve the matter, the Registrant has changed the registration details to the name of Mr. Rayit Carrera and removed the Respondent Organization which was listed. The Complainant believes that this is an attempt to evade the ambit of the Policy as they are now aware that they are in breach of the same, as discussed in more detail in the bad faith section.

6B.10 The current webpage posted on Domain Name <sbobet.in> provided the third party paper click links on the disputed domain name including the link to the complainants website <sbobet.com>.

This is sufficient to establish that the Respondent does not have legitimate interest in the disputed domain name. The Respondent has also failed to demonstrate any preparation to use the disputed domain name except for listing the third party adds relating to granting



and football betting which itself is illegal in India.

6B.13 The Respondent has not rebutted the contention as has been raised by the Complainant in complaint. The change in the WHOIS records since the registration of the impugned domain name substantiates the claim that the Respondent has no right and legitimate interest in the disputed domain name.

C. Registered and used in Bad Faith

6C.1 For a Complainant to succeed, the Panel must be satisfied that a domain name has been registered and is being used in bad faith.

6C.2 The disputed Domain Name was registered on 5th August 2009, five years after the launch of the complainant's official SBOBET website.

6C.3 Since contact was made the information on the WhoIs listing has changed twice, on 5th March 2014 and then again on 7th April, 2014. Even though the registrant name was temporarily changed to Mariana Angelina using different contact details it had the same email address of multirando62@gmail.com. The information displayed now for Mr. Carrera has the same details as Mr. Praytino. As can be seen from the investigations in Annex H these are both



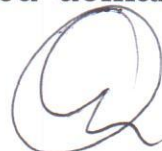
associates of Indo Lucky/Multi Rando. The Complainant asserts that the same underlying Registrant has maintained the Domain Name since its original registration and that the changes made were simply an attempt to avoid legal action and repercussions of their actions.

6C.4 The Community Trademark Registrations of the trade mark SBOBET are dated 21.01.2009, through in the name of subsidiary of the Complainant.

6C.5 The primary purpose of registering the domain name by the respondent seems either the passive holding of the disputed domain name or to operate a gambling site as per the as per the averments made by the complainant in his complaint.

6C.6 The complainant is seeking transfer of the disputed domain name <sbobet.in> to him for the purpose of operating the gambling website or to redirect the domain to the gambling site hosted on different domain name in different gTLD or ccTLD. The Public Gambling Act, 1867 makes betting illegal in India.

6C.7 The complainant has been provided a license to operate website from Isle of Man Government. However, the online betting or gambling for which the complainant is seeking transfer of the impugned domain name or for



which the respondent has alleged to have registered the disputed domain name is an unlawful activity in India.

6C.8 Clause 4 and 5 of the Registrant Agreement specifies that the applicant represent and warrant that the statements in application are true and that no services are being procured for any unlawful or abusive purpose, including but not limited to the infringement of any intellectual property right or other right, the distribution of malware; the abusive operation of botnets; phishing, fraudulent or deceptive practices; the unauthorized transfer to yourself or any other party or any domain name or services; counterfeiting; or any other activity in violation of any laws, rules, or regulations (the "Illegal Uses").

6C.9 Clause 3C of .in Domain Name Dispute Resolution Policy states that by applying to register a domain name, or by asking a Registrar to maintain or renew a domain name registration, the Registrant represents and warrants that:

The Registrant is not registering the domain name for an unlawful purpose.

6C.10 The Arbitration under the Provisions of Arbitration and Conciliation Act, 1996 cannot be undertaken for the proposed unlawful activity which is against the law of the country.

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6C.11 In view of the fact and circumstances, the panel concludes the primary purpose of registering the impugned domain name by the Respondent was unlawful and in bad faith and also concludes that the primary purpose for transferring the impugned domain name by the complainant is also unlawful and against the policy.

7. **DECISION**

In view of the above facts, the Panel finds that the impugned domain name has been registered with the primary purpose of operating unlawful activities of Online betting which activity is prohibited under the Public Gambling Act, 1867, the impugned domain name www.sbobet.in is thus directed to be cancelled.



AMARJIT SINGH
Sole Arbitrator

Dated: 8th January, 2015