



दिल्ली DELHI **BEFORE SHRI SANJAY KUMAR SINGH ARBITRATOR** E 337608

**IN DOMAIN NAME DISPUTE RESOLUTION POLICY (INDRP)**

**IN THE MATTER OF:**

Robert S. Molloy, Esq.  
Staples The Office Superstore, LLC  
500 Staples Drive  
Framingham, MA 01702  
United States  
Email: [Robert.Molloy@Staples.com](mailto:Robert.Molloy@Staples.com)

THROUGH

Michael A. Albert  
Wolf, Greenfield & Sacks, P.C.  
600 Atlantic Avenue  
Boston, Massachusetts 02210  
Email: [malbert@wolfgreenfield.com](mailto:malbert@wolfgreenfield.com)

**..Complainant**

**Versus**

Stephen R. Wilson  
NSW Investment Trust  
337 Haverhill Street  
Reading, MA 01867  
United States  
Email: [nswinvestmenttrust@gmail.com](mailto:nswinvestmenttrust@gmail.com)

**..Respondent**

*Sanjay Kumar Singh*

**1. THE PARTIES:**

The complainant is Robert S. Molloy, Esq., Staples The Office Superstore, LLC  
500 Staples Drive, Framingham, MA 01702, United States

(Complaint has been filed by authorized representative Michael A. Albert, Wolf, Greenfield & Sacks, P.C., 600 Atlantic Avenue, Boston, Massachusetts 02210, Email: [malbert@wolfgreenfield.com](mailto:malbert@wolfgreenfield.com))

The Respondent is Stephen R. Wilson, NSW Investment Trust, 337 Haverhill Street, Reading, MA 01867, United States, Email: [nswinvestmenttrust@gmail.com](mailto:nswinvestmenttrust@gmail.com)

**2. DOMAIN NAME AND TRADEMARK IN DISPUTE:**

Domain name of the respondent is "**staples, in**"

The trademark of the complainant is "**STAPLES**".

**AWARD**

1. This arbitral proceeding commenced in accordance with IN Dispute Resolution Policy (INDRP) and rules framed there under.
2. The complainant submitted his complaint in the registry of NIXI against the respondent in respect to the respondent's Domain name "**staples, in**".
3. I was appointed as Sole Arbitrator in the matter by NIXI.
4. The complainant submitted the said complaint under In Domain Name Dispute Resolution Policy (INDRP).
5. A copy of complaint was sent to me on 01-01-2008 by the NIXI for arbitration in accordance with Dispute Resolution Policy (INDRP). The copy of the complaint along with annexures/exhibits was forwarded to me and to the respondent by .In Registry of NIXI.
6. The complainant has stated in his complaint that the respondent has engagement in the classic cyber squatting technique of registering a famous trade mark to which respondent has no legitimate right or interests in order to extract a high price for the Domain or to collect revenue from internet users accidentally visiting the Domain. The complainant further submitted that the respondent's Domain name "**staples, in**" is confusingly similar to complainant's highly successful internet sites <staples.com> and <staples.co.in>.
7. The complainant as such has prayed for an award in the above matter for transfer of the domain name "**staples, in**" in favour of the complainant.

*Stephen R. Wilson*

8. On 10-01-2008 I informed the respective parties to the complaint, about my appointment as an arbitrator. Accordingly, I called up on the parties to file their counter/ reply and rejoinder with the supportive document/evidence.
9. On 25-01-2008 I received the intimation from complainant's authorized representative Michael A. Albert that the parties have settled the dispute in principle in respect to the aforesaid disputed domain name. There upon the complainant was asked to confirm the same and send the compromise /settlement document signed by both the parties i.e. complainant and respondent so that the arbitration proceedings could be completed within statutory period.
10. On 12-02-2008 I received agreement to transfer the staples, in domain name from respondent to complainant.
11. In the facts and circumstance stated above the award is hereby passed in view of the agreement entered between the parties i.e. respondent & complainant.

Therefore, this matter is being decided in view of the agreement entered between the parties signed by respondent & complainant and as per law of the land.

**RELIEF**

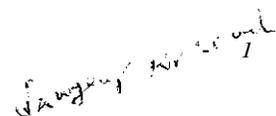
The domain name "**staples.in**" of respondent be transferred in the name of complainant in view of the agreement entered between the parties signed by respondent & complainant.

The copy of the agreement entered between the parties signed by respondent & complainant is also annexed with the award.

No order as to costs.

**Delhi**

**Date: 20-02-2008.**



**(Sanjay Kumar Singh)**

**Arbitrator**

**AGREEMENT TO TRANSFER STAPLES.IN DOMAIN NAME**

WHEREAS, Stephen R. Wilson ("Wilson") and NSW Investment Trust ("NSW") (collectively, "Transferors"), having a principal residence at 337 Haverhill Street, Reading, Massachusetts 01867, are the listed owners of the domain name staples.in (the "Domain Name"); and

WHEREAS Transferors desire to transfer the Domain Name to Staples, Inc. and Staples The Office Superstore, LLC (collectively, "Staples"), having principal places of business at 500 Staples Drive, Framingham, Massachusetts 01702;

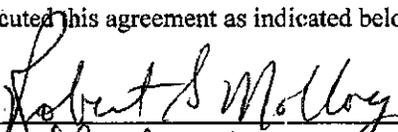
It is therefore agreed as follows:

1. **Assignment.** Transferors stipulate and agree that the Domain Name shall forthwith be transferred to Staples, together with all right, title and interest in the said Domain Name.
2. **Termination of INDRP Proceeding.** Upon such transfer, the parties stipulate that the proceeding initiated by Staples under the .IN Domain Name Dispute Resolution Policy ("INDRP") is hereby resolved. The parties shall undertake, and herewith respectfully request that the Arbitrator take, all actions necessary to terminate the proceeding, as authorized by section 14 of the INDRP Rules of Procedure, upon the transfer of the Domain Name.

IN WITNESS HEREOF, the parties hereto have executed this agreement as indicated below:

  
\_\_\_\_\_  
Stephen R. Wilson  
(individually and on behalf of  
NSW Investment Trust)

01/19/08  
Date

  
\_\_\_\_\_  
V-P, Assistant General Counsel  
(on behalf of Staples, Inc. and Staples  
The Office Superstore, LLC)

1-24-08  
Date