

BEFORE BHARAT S KUMAR, SOLE ARBITRATOR
.IN REGISTRY
NATIONAL INTERNET EXCHANGE OF INDIA (NIXI)
INDRP ARBITRATION
INDRP Case No. 2028
DISPUTED DOMAIN NAME:< LOFFICIEL.IN>
ARBITRATION AWARD DATED NOVEMBER 20, 2025

IN THE MATTER OF:

AMTD Group Inc.,
Commerce House, Wickhams Cay 1,
P.O. Box 3140,
Road Town, Tortola,
British Virgin Islands, VG1110

.... Complainant

VERSUS

TCG Media Ltd.,
through its Director, Mr. Nitin Agarwal,
B-66/2, Naraina Industrial Area,
Phase – 2,
New Delhi – 110028
Email: info@tcg.media

.... Respondent No. 1

TCG Media Ltd.,
through its Director, Mr. Nitin Agarwal,
71/4, Shivaji Marg,



Najafgarh Road,

New Delhi,

Delhi 110015

Email: info@tcg.media

.... Respondent No. 2

Mr. Nitin Agarwal,

Director, TCG Media Ltd.,

TCG Media Ltd,

B-66/2,

Naraina Industrial Area, Phase - 2,

New Delhi – 110028

Email: info@tcg.media

.... Respondent No. 3

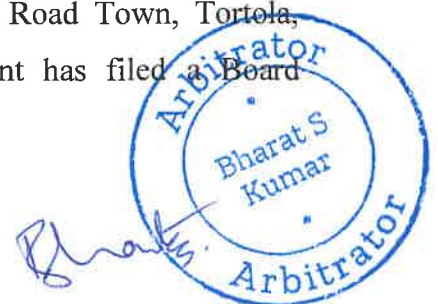
AWARD

For the Complainant: Ms. Ahana Roy and Mr Vedant Puri

For the Respondent: Mr. Karan Jain and Mr. Atul Behl

1. **The Parties in the proceeding:**

The complainant in this administrative proceeding is AMTD Group Inc., a company, having its principal place of business at Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands, VG1110. (hereinafter referred to as the 'complainant'). The complainant's authorized signatory is Mr. Feridun Hamdullahpur, the Director of AMTD Group Inc., C/o Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands, VG1110. That the complainant has filed a Board



Resolution dated 10.09.2025 and a Vakalatnama [Power of Attorney (POA)] dated 23.06.2025 in the present proceedings through email dated 16.09.2025 namely in the attachment “**Annexures combine.pdf_final**”. Pertinently, the proceedings were signed on June 23rd, 2025. That, the POA has no seal of the complainant company and has been signed by its authorised signatory, Mr. Feridun Hamdullahpur.

The Respondent No. 1 in the present proceedings is TCG Media Ltd. through its Director, Mr. Nitin Agarwal, having registered offices at B-66/2, Naraina Industrial Area, Phase – 2, New Delhi – 110028. The Respondent No. 2 is TCG Media Ltd., C/o 71/4, Shivaji Marg, Najafgarh Road, Delhi – 110015. The Respondent no. 3 is Mr. Nitin Agarwal, Director, TCG Media Ltd., B-66/2, Naraina Industrial Area, Phase - 2, New Delhi – 110028. All the three respondents hereinafter are together referred to as ‘Respondent’.

With the complaint in June 2025, the complainant has filed as Annexure A- E, the list of trademarks in India, various websites and social media handles of complainant, list of globally registered trademarks, screenshots of advertisement running on the respondent’s website, respondent’s website and case laws.

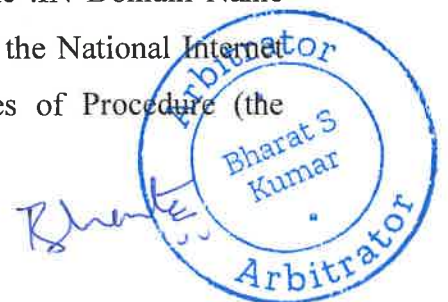
2. **Domain Name and Registrar:-**

The disputed domain name is < lofficiel.in >. The domain name was registered on May 29th, 2015. The registrar with which the domain name is registered is Endurance Digital Domain Technology Private Limited. The domain name is registered in the name of Mr. Nitin Agarwal.

3. **Procedural History:**

Service to the Respondent:

3.1 This arbitration proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (the "Policy") adopted by the National Internet Exchange of India ("NIXI") and the INDRP Rules of Procedure (the

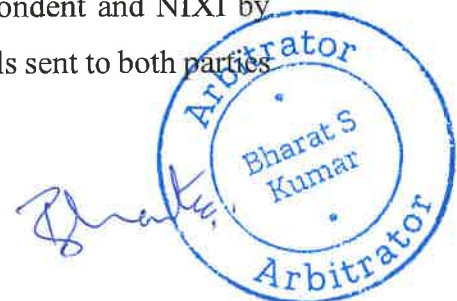


"Rules"). The arbitration proceeding is approved in accordance with the Indian Arbitration and Conciliation Act, 1996. By registering the disputed domain name with a NIXI accredited Registrar, the respondent has agreed to the resolution of disputes pursuant to the said Policy and the Rules. I had vide email dated 19.11.2025 asked the parties to confirm their assent to me arbitrating the present proceedings. The complainant had confirmed to the same.

3.2 The complaint was filed by the complainant with NIXI against the respondent. On 30.07.2025, to ensure compliance, I had submitted statement of acceptance and declaration of impartiality and independence as required by the Arbitrator's Empanelment Rules (Rule 5). On 31.07.2025, I was appointed as the sole arbitrator to decide the disputes between the parties. NIXI notified both the parties of my appointment as arbitrator *via* email dated 31.07.2025. NIXI had also served by email an electronic copy of the complainant with annexures, on the respondent at the email address of the respondents, info@tcg.media, whilst appointing me as an arbitrator.

3.3 On 01.08.2025, I had issued notice to the respondent on the aforementioned email id and nitin@agarwal.ag and directed the complainant to serve the complete paperbook on the respondent, i.e. the complaint which was filed by the complainant and the complete annexures (annexures A to E). I had directed that the service be done through post and email, both. The service was done by the complainant's representative Ms. Ahana Roy, on 01.08.2025, on info@tcg.media and nitin@agarwal.ag. Upon receipt of the email sent by the complainant's counsel, I had asked her to also share the courier receipt of the physical service, which was shared by Ms. Roy on 04.08.2025.

3.4 That all the communications to the complainant, respondent and NIXI by this tribunal have been through email. None of the emails sent to both parties

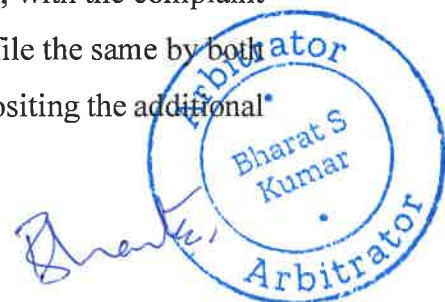


have bounced or returned. I therefore hold that the service was also complete as per the INDRP rules as all correspondences effectively took place.

The Respondent's appearance and acceptance of effective service:

3.5 That on 11.08.2025, Mr. Atul Behl, the President of TCG Media Ltd. had marked his appearance and sent an email raising objections pertaining to the maintainability of the complaint. He had also stated that the respondent had received the physical complaint and the annexures only on 04.08.2025 and requested for 15 days more to file a response. On 11.08.2025, I had responded to the respondent's email and granted 15 days more to it to file a response. Further, on 26.08.2025, owing to no response to the complaint (statement of defense) being filed, I had in the interest of justice, granted 5 days more to file the same. That on 26.08.2025, in the evening, Advocate Karan Jain had by 3 emails with attachments, filed the response (statement of defense).

3.6 That I had on 27.08.2025, confirmed receiving the respondent's response. I had asked both the parties whether any physical hearing is required on 27.08.2025 and again on 30.08.2025. An affirmation was given by Ms. Ahana Roy on 29.08.2025 and 01.09.2025. That on 29.08.2025, Ms Roy had also requested to file 'written submissions in the form of a rejoinder', which was permitted by me on 30.08.2025. She had also asked for more time to file written submissions to counter the assertions put forth by the respondent. Further, in the interest of justice, I had directed that both parties file brief written submissions and file any documents relevant to the case with it. The reason for accepting the same was because I had noticed that the complainant had not filed documents, such as trademark registration certificates, with their complaint and possibly even the Board Resolution, with the complaint filed in June 2025. I had granted a period of 10 days to file the same by both the parties. On 01.09.2025, Ms. Roy had confirmed depositing the additional



fee required for VC hearing with NIXI and had requested for more time to file the written submissions.

3.7 That Ms. Ahana Roy had on 08.09.2025 also requested for more time to file the written submissions requesting that their client is based out of Hong Kong and requested an additional extension of 5 days from 09.09.2025 for the submission of the rejoinder (written submissions). Further on 08.09.2025, the Respondent's counsel, Mr. Karan Jain had put forth his strong objections on the complainant's filing of the 'rejoinder', instead of a 'written submissions'. Upon the same, I had reiterated to both parties vide email dated 09.09.2025, that the written submissions be filed within 7 days from 09.09.2025 **along with any new documents, which may be relevant to the case so that an effective adjudication can be done.**

3.8 That on 15.09.2025, the complainant's counsel, Ms. Ahana Roy, had filed her written submissions through email. The Respondent's counsel, Mr. Karan Jain had on the same day sent me an email stating:

"that in the guise of written submissions the complainant is seeking to, introduce an entirely new case and to cover the lacunas in the complaint filed earlier, as also to file new documents, which is impermissible in law. The respondent will need a reasonable time to go through the written statement and annexures to decide the next course of its action. Hence, you are requested to grant a period of two weeks to the respondent to file its written submissions and take appropriate action as per law."

I had vide email dated 16.09.2025, directed the respondent's counsel stating that:

'In light of your request for an extension to file your written submissions, you are hereby granted a period of 10 days from today. Furthermore, if there are any other documents which you deem are relevant to the case, you may file the same too.'

Bharat S. Kumar
 Arbitrator
 Bharat S. Kumar
 Arbitrator

3.9 That on 26.09.2025, The respondent's counsel had filed '*an application for setting aside the Written Submissions filed by the Complainant and the Complaint*'.

That on 27.09.2025, I had sent an email to both parties mentioning that '*Both parties are requested to confirm if **October 2nd, 2025, 12 noon - 1:30 pm** suits for the virtual hearing. Both the parties would be given 45 minutes to argue the case*'.

That on 27.09.2025, Mr. Karan Jain had stated that he was unavailable on the said date and requested that the hearing be done on 08.10.2025.


Upon Mr. Jain's request, the hearing was fixed by me on 11.10.2025. Ms. Ahana had confirmed the same too.

3.10 On 01.10.2025 the complainant's counsel had sent me an email stating:

'This is in pursuance to your instruction dated September 9, 2025, wherein both parties were instructed to file a written submission accompanied with case laws and documents, not filed earlier and relevant to the case, so that an effective adjudication can be done. We had complied to the same and had submitted the written submission on September 15, 2025.

However, in compliance to the previous order we had submitted the written submission while it should have been nomenclated as a "Supplementary Evidence" or a "Written Statement".

Therefore, we request you kindly clarify if we can proceed to file a supplementary affidavit keeping the content of the written submission unaltered and amending only the title of the document in compliance with Section 23 of the Arbitration

Bharat S. Kumar
A blue circular stamp with the text 'Arbitrator' at the top and 'Arbitrator' at the bottom. In the center, the name 'Bharat S. Kumar' is written in a smaller font.

and Conciliation Act, 1996 or will our written submission be taken into consideration as has been filed earlier.'

3.11 On 01.10.2025, I had sent an email to Ms. Roy, responding to her request stating that:

'I had requested both parties to file written submissions, so that it would assist during arguments put forward by both parties.

Since the complaint and its response, with the documents, have been filed by both parties, I believe both would place reliance on that. Further, considering that the parties may want to add any further documents, I had also directed that any documents which may assist with the case be filed by both parties, with the written submissions.

In light of the same, I believe parties have been given ample opportunities to put forth their submissions and file supporting documents. If the subject matter of the case is covered in the submissions put forth by you in your complaint, there is no need to file an additional affidavit.'

That on 10.10.2025, upon my request to both parties to file the written submissions in an OCR/readable format, Ms. Ahana Roy and Mr. Karan Jain had filed the same through email.

3.12 That subsequently, a day before the arguments, Ms. Ahana Roy had sent the following email:

'Dear Sir – Out of abundant caution and in the interest of compliance and completeness of records, we are submitting the attached document titled "Supplementary Affidavit" accompanied with an affidavit.

We confirm that the contents of and annexures to the attached Supplementary Affidavit is identical to our previously submitted "written submission", except for the change in the title mentioned above. We further confirm that we shall be placing reliance only on the annexures previously submitted.



We have despatched the true copy of the Supplementary Affidavit via courier as well to the Counsel of the Respondent and the Respondent with proof of service attached for your reference.

Further, as required by you we are sharing both the executed and the OCR copy of the Supplementary Affidavit.'

That, Mr. Jain had vide email dated 11.10.2025 vehemently objected to the same.

To Mr Jain's email and objection, I had sent the following email:

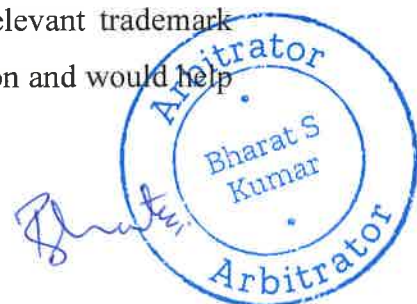
'I acknowledge the receipt of your email. I acknowledge your concerns and objections pertaining to the filing of an affidavit by the complainant. You are requested to raise your concerns in regard to the same during the hearing today. You may note that as stated in my earlier emails, any document or fact, which you deem necessary may be placed on record with me even at this stage, i.e before the final hearing. My aim is to make certain that the ends of justice are met.

Furthermore, any document filed pursuant to the opportunities given to parties for filing the same would be considered only pursuant to costs.'

Pre-existing relationship between parties:

3.13 That, on 11.10.2025 on the date fixed for final hearing, I had noticed that Ms. Ahana Roy, the complainant's counsel had not filed the trademark registration certificates and rather relying only upon 'the list of trademarks' to establish the complainant's statutory rights. **Further, pertinently, there was a pre-existing relationship between the parties. This was neither mentioned by the complainant earlier in its complaint, nor the respondent in their statement of defence. This was rather mentioned in the written submissions later filed by the complainant.**

3.14 I had then directed the complainant to file all the relevant trademark registration certificates /LPC's which would be relied upon and would help



in the effective adjudication of the case. I had then passed the following order through email on 11.10.2025:

Order:

For the Complainant: Ms. Ahana Roy

For the Respondent: Mr. Karan Jain and Mr. Alul Behl

The case was listed today for final arguments by both the parties. The hearing took place from 5:30 pm. It is to be noted that vide order dated 09.09.2025, I had directed both the parties to file written submissions (with case laws) within 7 days from the order (email). To meet the ends of justice, I had permitted both parties to file all documents relevant to the case. It is to be noted that the complainant had filed initially written submissions and subsequently an affidavit of the same written submissions (on 10.10.2025), which threw light on the prior relationship of both the parties. This was vehemently objected by the respondent's counsel Mr. Karan Jain.

I agree with the concerns raised by Mr. Karan Jain with respect to the documents and the facts not being apprised earlier, than at this stage. It is however relevant to note that I had granted both parties an opportunity to file documents which are relevant to the adjudication of the case, before the final hearing takes place.

It is further noteworthy that the pre-existing relationship between the parties was neither mentioned by the complainant earlier in its complaint, nor the respondent in their statement of defence. Further, during the hearing the complainant's counsel was relying on trademark registrations which apparently have been mentioned in its complaint, additional affidavit and written submissions, but strangely not filed. I had then directed the complainant to file all the relevant trademark registration certificates /LPC's which would be relied upon and would help in the effective adjudication of the case.

Owing to the aforementioned and to correctly adjudicate the case basis the facts and relevant documents on record, I permit both the parties to place on record all necessary documents which have been mentioned in its complaint/response, additional affidavit and/or written submissions. No new document which finds no reference earlier shall be placed on record.

Owing to the belated stage at which the affidavit and the documents have been filed, it is therefore necessary that the respondent be adequately compensated with costs. I had during the hearing directed the complainant's counsel to deposit costs amounting to Rs 5,000/-, payable to the Respondent's counsel. The Respondent's counsel, Mr. Jain had stated that the same be paid to the Prime Minister's Relief Fund instead. The Complainant is therefore directed to deposit Rs 5,000/- to the Prime Minister's Relief Fund before 14.10.2025.

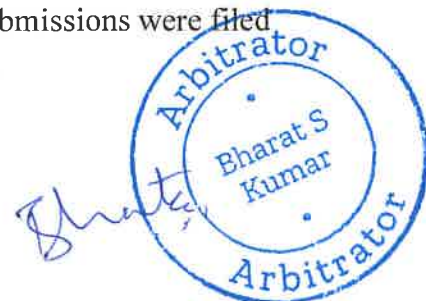
I reiterate again that both the parties are granted time to file any documents which have been mentioned in their pleadings/additional affidavits/written submissions earlier. Since the 'additional affidavit' has been filed as late as 10.10.2025, the Respondent is also given time before the next date of hearing to file a counter affidavit to the same.

It may be noted that this is the final opportunity for the complainant to file any documents material to the case.

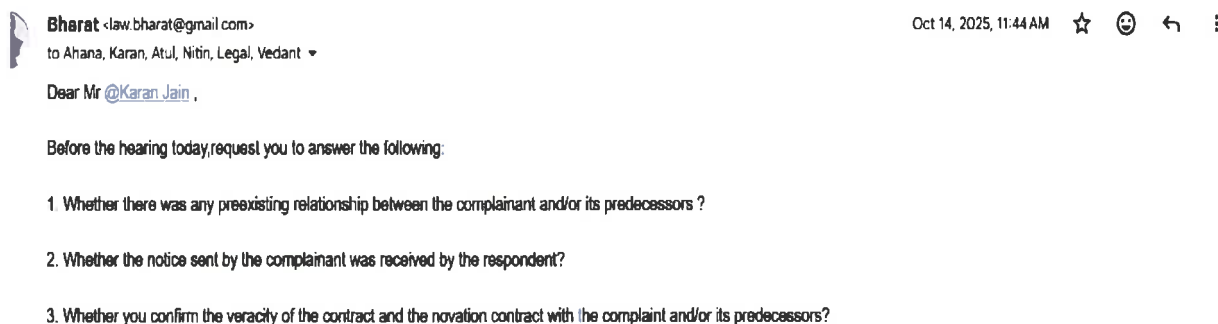
The next date and time of hearing is 14.10.2025 at 4:30 pm.

3.15 That on 14.10.2025, Ms. Ahana Roy had responded back emailing the trademark registration certificates of all countries and a confirmation of the deposit of the costs.

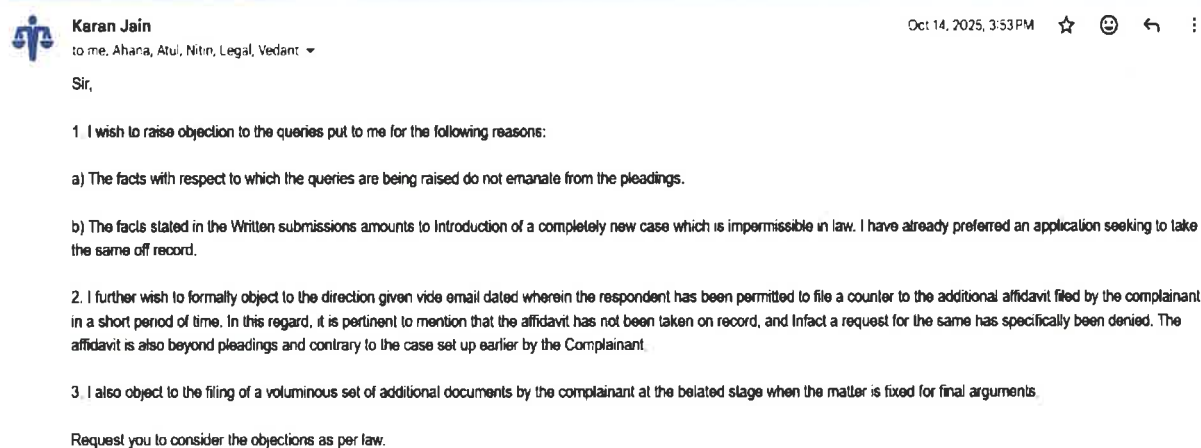
3.16 It is pertinent to note that the disclosure of a pre-existing relationship, i.e the respondent being an exclusive licensee of the complainant and bound by a contract came to light to me **only** when the written submissions were filed



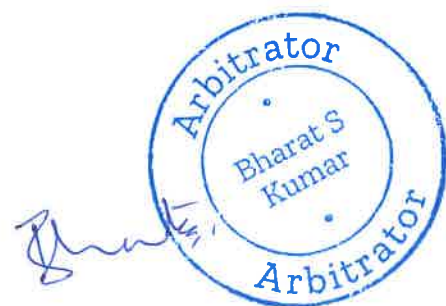
by the complainant. I had therefore, before the hearing on 14.10.2025 sent an email to Mr. Karan Jain, the respondent's counsel, asking the following:



3.17 I must state that strangely, Mr. Jain did not respond to my queries, but rather sent the following response:



3.18 That observing that my queries were probably not being answered, I reiterated by questions through the following email:



Bharat <law.bharat@gmail.com>
to Karan, Ahana, Atul, Nitin, Legal, Vedant ▾

Oct 14, 2025, 3:57 PM ☆ 😊 ↶

Dear Mr. Jain,

I accept your objections and would mention the same in the order. Meanwhile, request you to clarify the queries as mentioned in my email. Since the reference to a pre-existing contractual relationship doesn't find reference in your response, requesting for clarity on the same. Reiterating the same for your ease and reference

1. Whether there was any preexisting relationship between the complainant and/or its predecessors ?
2. Whether the notice sent by the complainant was received by the respondent?
3. Whether you confirm the veracity of the contract and the novation contract with the complaint and/or its predecessors?

That I received no response to my queries by Mr. Jain. I had asked the same during the course of the final hearing too on 14.10.2025, with no categorical denial.

3.19 That on 14.10.2025, I had heard arguments by both parties for over 2 hours and then subsequently passed the following order:

Bharat <law.bharat@gmail.com>
to Karan, Ahana, Atul, Nitin, Legal, Vedant ▾

Oct 14, 2025, 7:01 PM ☆ 😊 ↶

Dear Ms. @Ahana and @Karan Jain,

Following is the order passed today pursuant to the hearing.

Order:

For the Complainant: Ms. Ahana Roy

For the Respondent: Mr. Karan Jain, Mr Vedant and Mr. Atul Behl

The case was listed today for final arguments by both the parties. The hearing took place from 4:30 pm till 6:40 pm. Both parties were heard at length. During the course of the hearing, there were questions put to both parties to clarify on maintainability, certain facts of the case and prior existing relationship between them. Both parties requested for time till 27.10.2025 to file the same. This was particularly owing to Diwali falling next week on 21.10.2025.

In light of the aforementioned, both the parties are directed to file the same on or before 27.10.2025. The time period for rendering the award is extended to 15.11.2025 from 01.11.2025.

Award reserved.

4. **Legitimate rights under which a complainant can approach NIXI:**

4.1 At the outset I would want to mention that the complainant has primarily invoked Clause 4 of the INDRP policy to initiate the arbitration proceeding. Clause 4 reads as under:

4. Any person who considers that a registered domain name conflicts with his/her legitimate rights or interests may file a Complaint to the .IN Registry on the following premises:



- (a) the Registrant's domain name is identical and/or confusingly similar to a Name, Trademark or Service Mark etc. in which the Complainant has rights; and*
- (b) the Registrant has no rights or legitimate interests in respect of the domain name; and*
- (c) the Registrant's domain name has been registered or is being used either in bad faith or for illegal/unlawful purpose.*

The complainant therefore has to satisfy this arbitral tribunal on all the three aforementioned clauses/conditions, i.e 4 (a), (b) and (c).

5. Case of the complainant

5.1 The complainant avers that it is the owner of the trademarks, L'OFFICIEL and variations thereof in India and across myriad jurisdictions. It further avers that its "L'OFFICIEL" trademarks are used on and in relation to the iconic French fashion and lifestyle magazine L'Officiel, which was first published in Paris in 1921 and is also distributed globally in foreign dialects via licensed local publishers (the "**Magazine**") in a number of jurisdictions including, among others, Hong Kong, France, USA, the United Kingdom, Singapore and Malaysia. It further states that the Magazine was published by Les Editions Jalou ("**LEJ**"), a limited company incorporated in France in 1984.

5.2 The complainant states that in early 2022, the complainant's group acquired LEJ ("**Acquisition**") by virtue of which LEJ granted a perpetual, irrevocable, exclusive, royalty-free and sub-licensable licence to the complainant with regards to, among others, the use, display and application of both its word mark **L'OFFICIEL** and its stylized and composite forms registered globally.



5.3 The complainant further avers that its group (AMTD group) *inter alia* is involved in the business of digital solutions; media and culture; education and training; and premium assets. That, leveraging on its group's global reputation, the circulation and readership of the magazine have expanded since the acquisition and its assumption of the L'Officiel business. It states that the association of the Magazine with the complainant is signified by the use of the mark on the front cover of every Magazine. It states that prior to the acquisition, the name and/or mark "L'Officiel" and the stylized mark "**L'OFFICIEL**" ("L'OFFICIEL" stylized with the words "DE LA COUTURE ET DE LA MODE DE PARIS" and without "AMTD" and the AMTD logo) were also used for the publication of the magazine.

5.4 The complainant further avers that it has invested considerably and extensively in promoting its trademarks through the magazine, which depict the complainant through all forms of media. Apart from its highly comprehensive websites under the domain names including but not limited to <https://www.lofficiel.com/>, <https://www.lofficielhk.com> and , and <https://www.lofficielsingapore.com/>, the complainant's "L'OFFICIEL" Marks are highly visible and has gained high public awareness through various other complainant authorized websites and social media platforms such as Facebook, LinkedIn, X.com (Twitter) and Instagram handles at @lofficielhongkong, @lofficielitalia, and @lofficielsingapore. The complainant has filed list of screenshots of the home pages of its various websites and social media handles as **Annexure B** . **Annexures C** is a non-exhaustive list of globally registered trademarks of the complainant. That the complainant had vide email dated 14.10.2025, upon my enquiring about the trademark registration certificates/LPC's, filed a comprehensive list of trademarks over which it asserts its rights.



Cause of action:

5.5 The complainant avers that it has ‘recently’ come to its attention that the respondent is using the domain name **lofficiel.in** (hereinafter referred to as the "**Disputed Domain Name**"), which is identical and/or deceptively similar to the complainant’s L’OFFICIEL Marks. The Disputed Domain Name it states is ‘visually and aurally identical’ to the complainant’s L’OFFICIEL marks and the Magazine's domain names, which are exclusively associated with the complainant, the Magazine and its local editions.

The Respondent:

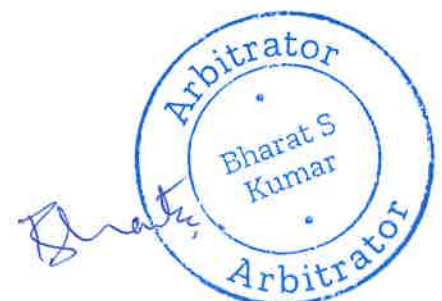
5.6 The respondent, TCG Media is a media and advertising house with emphasis in the publishing segment. The respondent claims to be a magazine and weekly newspaper with allegedly operating for almost 2 decades.

Arguments put forth by both parties:

The complainant:

5.7 Since a bulk of the documents by the complainant were filed subsequently, for ease and convenience, I am using the name with which the complainant had itself filed the documents. I reiterate that I had given liberty to both the complainant and the respondent to file documents till the final hearing date. The trademark certificates were filed by the complainant by email on 14.10.2025 with the attachment namely “**Application Annexure 20251014**”. There was another set of documents filed by the complainant through email on 16.09.2025 namely “**Annexures combine.pdf_final**”.

These set of documents, among other documents, such as notice sent to the respondent, establish the pre-existing relationship between the parties.



5.8 The complainant had primarily, in addition to establishing its statutory rights raised the following arguments:

- a. Relying on a notice sent to the respondent at **Pg 154**, “**Annexures combine.pdf_final**”, the complainant has argued that there was a pre-existing contractual relationship. Ms. Roy asserted that is a contract signed between the parties herein on 01.09.2013, for a period of 60 months. Further, she states that the notice, though was sent for recovery of monies/unpaid dues by the respondent, is evidence of the fact that there the respondent was using its trademark(s) L’Officiel and its variants thereto without any authorization and without its due license.
- b. The complainant further places reliance on **Pgs 98 and 108 of Annexures combine.pdf_final**. Pertinently, the complainant lays emphasis on clauses 1.1.(n) and (mm) - “**Domain name**”, “**Trademark**” and clauses 2.1.3, 2.1.4 and 2.3 at **Pg 111**. The snapshots of the same are reproduced hereinbelow:

(n) “**Domain Name**” means the following Internet domain name www.lofficiel-india.com as well as any other domain name directly related to the Indian Magazine which Licensor may reserve during the Term of the Agreement.

(mm) “**Trademark**” means the following trademark which is owned by LEJ: the Indian word trademark L’OFFICIEL DE LA COUTURE ET DE LA MODE DE PARIS is registered under n° 1260899 since 07/26/2003. The Trademark is further specified in Schedule 1.

2.1.3. The use of the French Publication Material by the Licensee is strictly reserved to the Indian Magazine in the Territory.

2.1.4. The Licensor shall have the right to sell and distribute directly or indirectly in the Territory the French Magazine and any foreign magazine bearing the name of the French Magazine.



2.3. The Agreement shall not confer any right to the Licensee in (i) the Sign, (ii) the Trademark, (iii) the French Publication Material, (iv) the French Digital Content, (v) the Indian Websites, (vi) the Indian Web Sites and (vii) the Indian Social Network Pages other than those rights defined in Section 2.

- c. Basis the above, Ms. Roy for the complainant vehemently argues that TCG media had been granted the right to use only the complainant's trademark '**L'OFFICIEL DE LA COUTURE ET DE LA MODE DE PARIS**'. Further, relying on clauses 1.1.(n) and (mm) and 2.1.3, 2.1.4 and 2.3 and the trademark registration over a plethora of **L'OFFICIEL** series of marks, the complainant states that the respondent was having the right to use its trademark only during the period of the contract.
- d. Further, the complainant states that the WHOIS records clearly indicate that the impugned domain name was registered only on 29.05.2015, during the period when the contract between it and the respondent was in force which at best, granted the respondent the right to use its trademark as a domain name and register the same.
- e. The complainant states that though it has not filed any CA certificate to evidence its sales and advertising expenses, however its statutory rights over the **L'OFFICIEL** series of trademarks in India and abroad are evident. Further, there is no refuting of its contractual relationship between it and the respondent and thus its rights over the Disputed Domain Name.
- f. The complainant therefore prayed that the domain name must rightfully be transferred back to it and it has satisfied all the prerequisites of Clause 4 of the INDRP policy. Ms. Roy stated that its rights over **L'OFFICIEL** series of trademarks are clearly established.



The Respondent:

5.9 The respondent's counsel avers that there is no valid Vakalatnama and Board Resolution (BR) filed by the complainant's authorized signatory, Mr. Feridun Hamdullahpur. Absence of the same is a fatal defect and the complaint is not maintainable.

5.10 The respondent states that neither is the affidavit by Mr. Feridun Hamdullahpur (attached below), notarized (in the original petition filed in June 2025), nor is it Apostilled, considering the fact that at the time when the affidavit was signed, he was in British Virgin Islands, VG1110.

AFFIDAVIT

I, **Feridun Hamdullahpur** the Director of AMTD Group Inc. having registered offices at Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands, VG1110 do hereby solemnly affirm, and state as follows: -

1. That I am the Complainant and as such am well acquainted with the facts and circumstances of this case.
2. That the contents of this petition and affidavit have been read over and explained to me in English to which I have understood and believe the same to be true to the best of my knowledge.
3. That the annexures are certified/true/Xerox copies.

sworn and signed on 23rd Day of June 2025
at Commerce House, Wickhams Cay 1, P.O.
Box 3140, Road Town, Tortola, British Virgin
Islands, VG1110 .


Feridun Hamdullahpur



- 5.11 The respondent further states that even the 'supplementary affidavit' filed by the complainant ought not be relied upon since, though it is signed by Mr. Feridun Hamdullahpur and even notarised by a notary, namely 'Mr Sajjan Singh' from Gurgaon, the same is not on oath and has been unauthorizedly done as Mr. Hamdullahpur, while signing the same was not even present in India.
- 5.12 The respondent states that even the last page of the complaint is not signed by Mr. Feridun Hamdullahpur.
- 5.13 Attacking the maintainability of the complaint itself, the respondent's counsel further states that though there were two written set of averments filed by the complainant on 31.07.2025 and 01.08.2025, the Board Resolution (BR) present at Page 33 in the documents "Annexures combine.pdf final", mentions the date of the resolution as 10.09.2025. He states that the complaint itself is not maintainable as the power and authorization, if any, granting Mr. Feridun Hamdullahpur, to sign and initiate the present proceedings on behest of the complainant was on or after 10.09.2025. (snapshot attached). He further states that even this BR is neither stamped, nor it is signed by the other signatory Mr. Feridun Hamdullahpur.



AMTD Group Inc.
尚乘集團有限公司
(Incorporated under the laws of the British Virgin Islands with limited liability)
(the "Company")

WRITTEN RESOLUTIONS OF ALL THE DIRECTORS made pursuant to the articles of association of the Company on 10 September 2025

The undersigned, being all the directors (the "Director(s)") of the Company acting by written consent without a meeting, **DO HEREBY CONSENT** to the adoption of the following resolutions:-

1. DECLARATION OF INTERESTS

1.1. **IT IS NOTED THAT** each of the Directors had duly declared his interests (if any) in the matters below in the manner required by the articles of association of the Company, and notwithstanding such interest (if any), each of the Directors was not disqualified or prohibited from signing these resolutions.

2. APPLICATION FOR RESOLUTION FOR .IN DOMAIN DISPUTE UNDER THE INDRP RULES OF PROCEDURE

2.1. IT IS NOTED THAT:-

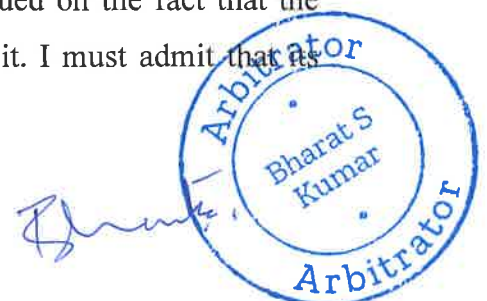
- (a) the Company proposes to raise proceedings and apply for resolution for in domain dispute under the INDRP rules of procedure against certain companies and individuals for the disputed use of the domain name "lofficieel.in", further details of which are set out in the draft petition and affidavit circulated and reviewed by the Directors (the "Proceedings").

5.14 The respondent also relies upon clauses 3 (a) and (b) INDRP rules to state that the BR and POA ought to have been filed with the complaint and not many months after it was filed, that too belatedly.

Analysis:

5.15 The case at hand primarily pertains to the complainant's right in the L'OFFICIEL series of trademark(s) and an exclusive license which was allegedly granted to the respondent to use the trademark 'L'OFFICIEL DE LA COUTURE ET DE LA MODE DE PARIS' vide agreement dated 01.09.2013.

5.16 The complainant's counsel had vehemently argued on the fact that the L'OFFICIEL series of trademarks are owned by it. I must admit that as

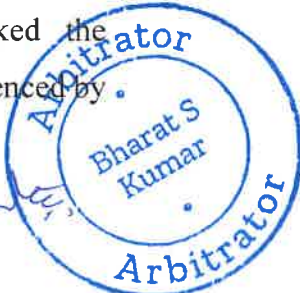


statutory right is not disputed. Further, there is no reason to which the respondent could come up with the usage of the trademark, more particularly the registration of the domain name <http://lofficiel.in/>, with the complainant's "L'OFFICIEL" trademark, on 29.05.2015 and its usage in an area of business similar or near identical to the complainant's trade area. Further, I had categorically enquired to the respondent's counsel, Mr. Karan Jain 2 times on email and even during the final hearing whether there was a contract which gave an exclusive right to the respondent to use the trademark 'L'OFFICIEL DE LA COUTURE ET DE LA MODE DE PARIS', by virtue of which they started using the trademark L'OFFICIEL in the first place in India and subsequently as a domain name, namely, <http://lofficiel.in/>. Mr. Jain did not refute the existence of the contract. However, before I progress further into the merits of the case, I must state that the assertions raised by the respondent pertaining to the maintainability of the complaint itself may not be without merit.

Complaint not signed by the authorized signatory – Board Resolution was passed and signed after the complaint was filed – no power to initiate proceedings:

No pleading to this effect:

5.17 It is relevant to note that the complaint filed by the complainant at no instance avers about any board resolution by the company in the favour of Mr. Feridun Hamdullahpur, the Director of AMTD Group Inc. There is not even a whisper anywhere of Mr. Feridun Hamdullahpur in the complaint and how he has the power to initiate proceedings on the behest of the complainant. Even the complaint is not signed by him and rather blank on the last page. Only the affidavit, dated 23.06.2025 is signed, but is neither notarised or apostilled. I had on multiple occasions, seeing the defects in the complaint and even documents relevant to the dispute asked the complainant's counsel to rectify and file the same. This is also evidenced by

[Handwritten signature]

 Bharat S Kumar
 Arbitrator

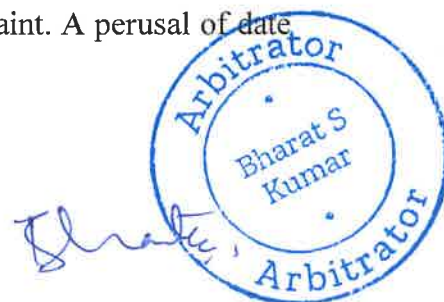
the order passed on 09.09.2025 when I had granted both parties the opportunity to file all documents, **even the ones not filed earlier**, which are relevant to the case be filed. If the complainant deemed necessary, it could have taken liberty and filed an amended complaint (statement of claim). But the same was not done.

Board Resolution:

5.18 It is pertinent to note that the complaint was filed (assigned) to me on 31.07.2025. Since there is no date mentioned on the complaint, the affidavit of Mr. Feridun Hamdullahpur, which was non-apostilled and non-notarised, is relied upon as the date of institution of the complaint. The same being 23.06.2025. That, a set of documents, namely “**Annexures combine.pdf_final**”, were filed by the complainant through email on 16.09.2025. **Page 33 of the same is the Board Resolution (BR) of the complainant company. Significantly, the date of resolution is mentioned as 10.09.2025.**

5.19 The respondent counsel, Mr. Jain has raised his objections pertaining to the maintainability of the complaint itself stating that not only was the complaint not signed and the affidavit not notarised, even the power to initiate proceedings by Mr. Feridun Hamdullahpur, if there be any, was questionable. This was considering that the BR mentioned the date of resolution as 10.09.2025 up and against the date of the institution of the complaint being 23.06.2025. He further argued that this tribunal granted the complainant multiple opportunities to rectify its petition and share relevant pleadings and/or documents on multiple occasions and despite the same there was no effort put in by the complainant to rectify.

5.20 It is noteworthy that, any pleading pertaining to the Board Resolution (BR) also does not find any mentioning in the complaint. A perusal of date



of the complaint and the documents this makes it clear that at the time of institution of the complaint, the signatory may not have any power to do so.

Affidavit not apostilled and affidavit notarized by a notary when the authorized signatory himself was not present in India:

5.21 A perusal of the affidavits, both filed with the complaint and subsequently by the complainant reveal as under:

- i. **Affidavit dated 23.06.2025** – Affidavit filed with the complaint. Neither notarised nor apostilled with merely Mr. Feridun Hamdullahpur's signatures.

- ii. **Supplementary affidavit filed vide email dated 10.10.2025 (SA_20251010)** – The Petitioner had upon me raising concerns about its pleadings and documents in my emails earlier, filed a 'supplementary affidavit' (SA_20251010) on 10.10.2025, on the date of the first virtual hearing. **Despite the respondent raising its objections, I had permitted and accepted the same.** However, a perusal of the affidavit reveals that it is not on oath, had no verification and seemed to be a **"photocopy which was signed on every page by someone"**. To make things worse, during the hearing on 14.10.2025, I had asked the complainant's counsel, Ms. Ahana Roy whether the signatures were initials of the signatory, Mr. Feridun Hamdullahpur, to which she declined the same saying that when the affidavit was signed, he was not present in India before the notary. Furthermore, she admitted that the affidavit was infact signed by her on every page and the same was merely a photocopy.

A snapshot of the affidavit if attached herein under



AFFIDAVIT

I, Feridun Hamdullahpur the Director of AMTD Group Inc. having registered offices at Commerce House, Wickhams Cay 1, P.O. Box 1140, Road Town, Tortola, British Virgin Islands, VG1110 do hereby solemnly affirm, and state as follows: -

1. That I am the Complainant and as such am well acquainted with the facts and circumstances of this case.
2. That the contents of this petition and affidavit have been read over and explained to me in English to which I have understood and believe the same to be true to the best of my knowledge.
3. That the annexures are certified/true/Xerox copies.

*Content verified
by Advocate
10/10/2025*



sworn and signed on _____ Day of October, 2025 at
Commerce House, Wickhams Cay 1, P.O. Box 1140,
Road Town, Tortola, British Virgin Islands, VG1110.

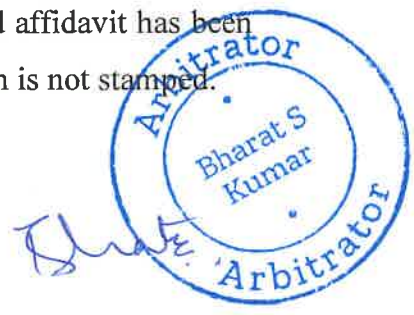


TESTED TO BE TRUE COPY

ADVOCATE GENERAL
GURUGRAM

1 - OCT 2025

5.22 Ordinarily, the law states that mere technicality need not be a reason for taking a strong view of a rejection of a statement of claim (complaint herein). However, in the absence of any pleading mentioning about Mr. Feridun Hamdullahpur and his association/connection/role in the complainant company or any appropriate Board Resolution to authorize him to institute the proceedings, the proceedings itself come into question. Furthermore, the Mr. Feridun Hamdullahpur, the alleged authorized signatory has neither signed the complaint (statement of claim), nor any valid affidavit has been filed to ascertain his veracity. Even the Board Resolution is not stamped.



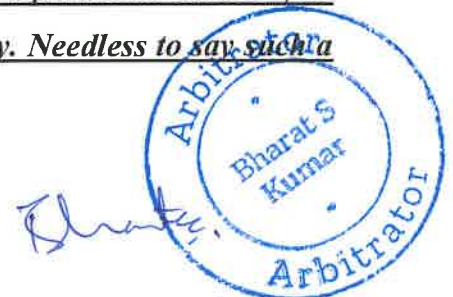
In *Delhi Development Authority v. Durga Construction Co.* (2013) 139 DRJ 133), a Division Bench of the Hon'ble Delhi High Court had observed as under:

"...in certain cases where the petitions or applications filed by a party are so hopelessly inadequate and insufficient or contain defects which are fundamental to the institution of the proceedings, then in such cases the filing done by the party would be considered non est and of no consequence. In such cases, the party cannot be given the benefit of the initial filing and the date on which the defects are cured, would have to be considered as the date of the initial filing."

It is noteworthy, that in the present case, despite giving multiple opportunities, no amends were made by the complainant to satisfy this tribunal on the aspects of inadequate pleadings, signatures of the authorized signatory and the Board Resolution itself. The complainant has filed an email exchange between parties, but in the absence any pleading in the complaint, the complaint itself not signed, no appropriate affidavits and a Board Resolution which was filed many months later, the power to institute the proceedings come into question.

Furthermore, the Hon'ble Delhi High Court had in *M/s Nibro limited v. National Insurance Co. Ltd.* reported in AIR 1991 Delhi 25 stated:

"...29. It is well-settled that under section 291 of the Companies Act except where express provision is made that the powers of a company in respect of a particular matter are to be exercised by the company in general meeting, in all other cases the board of directors are entitled to exercise all its powers. **Individual directors have such powers only as are vested in them by the memorandum and articles. It is true that ordinarily the court will not unsuit a person on account of technicalities. However, the question of authority to institute a suit on behalf of a company is not a technical matter. It has far-reaching effects. It often affects the policy and finances of the company. Thus, unless a power to institute a suit is specifically conferred on a particular director, he has no authority to institute a suit on behalf of the company. Needless to say, such a**



power can be conferred by the board of directors only by passing a resolution in that regard.

Chapter IV of the Delhi High Court (Original Side) Rules deals with the question of presentation of suits. Under this rule, a suit can be presented by a duly authorised agent or by an advocate duly appointed by him for the purpose. This authorisation, in my view, in the case of a company can be given only after a decision to institute a suit is taken by the board of directors of the company. The board of directors may in turn authorise a particular director, principal officer or the secretary to institute a suit....”

The Hon’ble Bombay High Court has in **M/s New Shelter Enterprises & Ors. v. Smt Meenakshi w/o Sudhir Gupta & Anr., 2018 (2) ALL MR 62**

“.... institution of the suit requires a decision to be taken in that regard by a Company and since the Company, for carrying on its affairs, acts through its Board of Directors and in certain cases, well through the directors or secretaries too, provided their authority springs forth from the Articles of Association or some decision taken in the annual general meeting or a resolution passed by the Board of Directors, there has to be a decision taken by the Company to file a suit. **Without such decision, no suit can be instituted in the name of or by the Company. After all, the question of authority to institute a suit on behalf of the Company has never been considered a matter of mere technicality, the reason being that decision to institute a suit would have great consequences for the operation and functionality of the Company. If no such authority is produced or shown to exist or at least pleaded in the plaint, no suit can be instituted for and on behalf of the Company.**”



Decision

In view of the foregoing, I dismiss the complaint of the complainant. I further state that the adjudication is solely on the fact that the complaint is not maintainable and is filed without any valid authorization. I however make it clear that this adjudication is not on the complainant's rights in **lofficiel** trademark(s) and its right to hold the disputed domain name, <**lofficiel.in**>.

No order as to costs.

Date: 20.11.2025

Place: New Delhi

