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Unique Doc. Reference : SUBIN-DL75500323200064496526X
Purchased by : PRAVEEN KUMAR JAIN
Description of Document : Article 12 Award
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : PRAVEEN KUMAR JAIN
Second Party : Not Applicable
Stamp Duty Paid By : PRAVEEN KUMAR JAIN
Stamp Duty Amount(Rs.) : 100
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IN-DL45582479251332X

BEFORE THE SOLE ARBITRATOR
MR. PRAVEEN KUMAR JAIN, ADVOCATE
INDRP CASE NO. 2019

In the arbitration between:
Six Continents Hotels, Inc.

VS.

Hemant Kumar

...Complainant

...Respondent



Praveen W. J.

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BEFORE THE SOLE ARBITRATOR
MR. PRAVEEN KUMAR JAIN, ADVOCATE
INDRP CASE NO. 2019

In the arbitration between:

Six Continents Hotels, Inc.

Three Ravinia Drive, Suite 100

Atlanta, Georgia 30346

USA

...Complainant

vs.

Hemant Kumar

Village Mubarikpur Posrt

Kakua Agra

Uttar Pradesh 282009

...Respondent

ARBITRAL AWARD DATED 04-10-2025

A. INTRODUCTION:

The above-titled complaint dated 30-06-2025 has been filed by the Complainant - Six Continents Hotels, Inc. for adjudication of the domain name dispute in accordance with the .IN Domain Name Dispute Resolution Policy (hereinafter referred to as “the Policy”) and the INDRP Rules of Procedure (hereinafter referred to as “the INDRP Rules”) as adopted by the .IN Registry – National Internet Exchange of India (hereinafter referred to as “the Registry”). The disputed domain name <hotelholidayinnresortgoa.in> is registered with the Registrar, namely GoDaddy as per the records provided by the Registry. The domain name was created on **2025-05-06 (YYYY/MM/DD)** and is set



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to expire on **2026-05-06 (YYYY/MM/DD)**. The disputed domain name is registered in the name of **Hemant Kumar**, the Respondent herein.

B. PROCEDURAL HISTORY:

Appointment of the Sole Arbitrator:

1. *Vide* its email dated 10.07.2025, the Registry sought my consent to be appointed as the Sole Arbitrator for adjudicating the domain name dispute between the aforementioned parties.
2. On the same date, a digitally signed Statement of Acceptance and Declaration of Impartiality and Independence, in the prescribed format, was submitted to the Registry. Thereafter, by its email dated 14.07.2025, the Registry appointed the undersigned as the Sole Arbitrator and circulated copies of the Amended Complaint, its annexures, and the said declaration to both parties.

Respondent's Initial Communication:

3. By its email dated 14.07.2025, the Respondent addressed a communication in Hindi to the Registry. In the said email, the Respondent admitted that the disputed domain name had been registered using his credentials at the behest of certain unknown individuals, expressed unawareness of any illegality involved, and conveyed his regret.



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4. On 15.07.2025, the Registry responded to the Respondent, advising him to address all future communications directly to the Arbitrator, with copies marked to all concerned parties. The Registry also forwarded a copy of the Respondent's above-mentioned email to the Arbitral Tribunal and other relevant parties, requesting to take note of its contents.

Tribunal's Notice to the Parties:

5. *Vide* email dated 16-07-2025, a Notice was issued to the parties under Rule 5(c) of the INDRP Rules, along with a declaration of independence and impartiality in compliance with Section 12 of the Arbitration and Conciliation Act, 1996, read with the Sixth Schedule thereto.
6. In the said Notice, the Complainant was directed to serve a complete set of the Complaint and annexures upon the Respondent, and to file a duly executed Power of Attorney and Board Resolution authorising its representative. The Respondent was directed to file a para-wise written statement in reply to the Complaint within ten (10) days.

Procedural Order dated 20-07-2025:

7. In the said order, the Respondent's expression of remorse and willingness not to contest the Complaint was duly recorded. Accordingly, the Respondent was directed to submit a government-issued identity proof along with a notarised affidavit or undertaking



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confirming that he had no objection to the transfer of the disputed domain name.

8. The Complainant was simultaneously directed to file its response to the Respondent's communication and to comply with the earlier directions regarding the filing of the Power of Attorney and the Board Resolution.

Complainant's Compliance and Response:

9. *Vide* its email dated 21-07-2025, the Complainant, through its authorised counsel, furnished a duly signed Power of Attorney. It was further submitted that a Board Resolution is not mandatorily required in INDRP proceedings, and reliance was placed on previous INDRP decisions where similar authorisations had been accepted.
10. On the same date, *vide* a separate email, the Complainant responded to the Respondent's communication dated 14-07-2025. It was submitted that the Respondent's statement amounted to implied consent to transfer within the meaning of Paragraph 14(a) of the INDRP Policy. Accordingly, a request was made for passing an Award at the earliest, directing transfer of the disputed domain name in favour of the Complainant.

C. COMPLAINANT'S COMPLAINT:

The Complainant has stated the following facts in its Complaint dated 03-06-2025, as amended on 30-06-2025:



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Introduction of the Complainant:

1. The Complainant has stated that it is **Six Continents Hotels, Inc.**, a corporation incorporated in the United States of America, and part of the **InterContinental Hotels Group (IHG)**, one of the largest and most reputed hotel groups in the world. Companies within IHG own, manage, lease, or franchise, through various subsidiaries, 6,668 hotels and 986,633 guest rooms in about 100 countries and territories worldwide. IHG owns a portfolio of well-recognized and respected hotel brands, including Holiday Inn Hotels, Holiday Inn Express Hotels, Holiday Inn Club Vacations, Hotel Indigo, Six Senses Hotels, Resorts & Spas, InterContinental Hotels & Resorts, Crowne Plaza Hotels & Resorts, Staybridge Suites, Candlewood Suites, Regent Hotels & Resorts, Kimpton Hotels & Restaurants, Hualuxe, Even Hotels, avid Hotels, and voco Hotels, and also manages one of the world's largest hotel loyalty programs, IHG One Rewards.
2. The Complainant has further stated that the IHG 'Global Presence' document, as of March 31, 2025, has been annexed with the complaint as Annexure 4, and that its current Annual Report is available on the official website at <https://www.ihgplc.com/en/investors/annual-report>, though the same has not been filed with the Complaint owing to its voluminous size.
3. The Complainant has further stated that the **HOLIDAY INN** brand, founded in 1952, has acquired global reputation and is



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presently used in relation to more than 1,241 hotels worldwide, offering 223,991 rooms worldwide, reference is being made to Annexure -5.

4. The Complainant has stated that it, along with its related companies (including Inter-Continental Hotels Corporation), has prevailed in numerous domain name dispute proceedings involving the HOLIDAY INN trademark (as defined below). These include, among other decisions cited in this Complaint, the largest complaint ever filed under the Uniform Domain Name Dispute Resolution Policy ("UDRP"), which resulted in a decision ordering the transfer of 1,519 domain names to the Complainant, many of which contained the HOLIDAY INN trademark. One such matter was *Inter-Continental Hotels Corporation, Six Continents Hotels, Inc. v. Daniel Kirchhof*, WIPO Case No. D2009-1661.
5. The Complainant has further stated that it, including through InterContinental Hotels Group, is the registrant of numerous domain names containing the HOLIDAY INN trademark (as defined below), including <holidayinn.com>, which was created on March 21, 1995, i.e., 30 years prior to the Disputed Domain Name. The Complainant has further stated that a copy of the WHOIS printout for its <holidayinn.com> domain name is attached hereto as Annexure 6, and a printout of the home page of the Complainant's website using this domain name is attached as Annexure 7.



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Respondent and the Disputed Domain Name:

6. The Complainant has stated that the disputed domain name <hotelholidayinnresortgoa.in> was registered by the Respondent on May 6, 2025 (Annex 1A), i.e., 71 years after the Complainant obtained its first registration for the HOLIDAY INN trademark (Annexes 2 - 3) and 30 years after the Complainant registered the domain name <holidayinn.com> (Annexure 6).
7. It is further stated that the disputed domain name resolves to a website which falsely presented itself as being associated with the Complainant and advertised the “Holiday Inn Resort Goa an IHG HOTEL”, thereby creating an impression of affiliation with the Complainant (Annexure 8).

Grounds of the Complaint:

The Complainant has raised the following grounds under Paragraph 4 of the INDRP:

I. The Disputed Domain name is identical or confusingly similar to the Complainant’s trademark:

- a. The Complainant has submitted that it owns approximately 1,390 registrations for the trademark HOLIDAY INN in about 170 countries worldwide, reference is being made to Annexure 10.



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- b. It is further submitted that the printouts from the U.S. Patent and Trademark Office's Trademark Electronic Search System, reflecting the HOLIDAY INN trademark registration owned by the Complainant in the United States, are attached with the complaint as Annexure 2. The said Annexure contains copies of the TSDR (Trademark Status and Document Retrieval) printouts from the U.S. Patent and Trademark Office, evidencing the HOLIDAY INN trademark registrations owned by the Complainant in the United States, the contents of which are set out in tabular form below:

Mark	Reg. No.	Date of Registration
HOLIDAY INN	592539	July 13,1954
HOLIDAY INN	864359	January 28, 1969
HOLIDAY INN	3,350,226	December 4, 2007

- c. The Complainant has submitted that printouts of its registrations for the HOLIDAY INN trademark in India from the website of the Government of India's Controller General of Patents, Designs & Trade Marks are attached as Annexure 3. A few of these registrations are set out in tabular form below:

Mark	Reg. No.	Date of Registration
HOLIDAY INN	1,240,887	September 30, 2003
HOLIDAY INN	1,240,888	September 30, 2003
HOLIDAY INN	1,240,889	September 30, 2003

- d. The Complainant has submitted that many previous domain name dispute panels have recognized its strong rights in and to the



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HOLIDAY INN trademark. A few illustrative decisions are set out in tabular form below:

Case Name	Citation	Observation
Six Continents Hotels, Inc v. Ahmed Marzooq	WIPO Case No. 2012 - 0757	Referred to "Complainant's well-known and well-established registered trademark HOLIDAY INN.
Six Continents Hotels, Inc v. Jan Pavlik	WIPO Case No. D2007-0472	Held that the HOLIDAY INN trademarks are "entitled to a high level of protection due to [their] fame and notoriety.
Six Continents Hotels, Inc v. CredoNIC.com/ Domain for Sale	WIPO Case No. D2005-0755	Observed that the "[HOLIDAY INN] mark, more than famous, has become iconic.
Six Continents Hotels, Inc. v. Asia Venture	WIPO Case No. D2003-0659	Found that the HOLIDAY INN trademarks "are inherently distinctive, have been used extensively for many years throughout the world in connection with its hotels and services, and are some of the most widely recognized lodging brands in the world.



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Six Continents Hotels, Inc. v. The Omnicorp	WIPO Case No. D2005- 1249	Held that “the HOLIDAY INN name and trademark are famous, are identifiable with Complainant, and have considerable goodwill.
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- e. The Complainant has submitted that multiple panels under the INDRP have found that it has rights in and to the HOLIDAY INN Trademark, as evidenced by the following cases:

Case Name	INDRP Case No.	Disputed Domain Name
Six Continents Hotels, Inc. v. Domain Manager / Premium Domain Planet	1944	<holidayinn.in>
Six Continents Hotels, Inc. v. Google Creater / Natraj Pencil	1946	<holidayinnhotel.in>

- f. The Complainant has further submitted that the second-level portion of the Disputed Domain Name incorporates the HOLIDAY INN Trademark in its entirety, with the mere addition of the descriptive words ‘hotel’ and ‘resort’ and the geographic identifier ‘goa’. As set forth in the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“WIPO Overview 3.0”), section 1.7, where a domain name incorporates the entirety of a trademark, or where a dominant feature of the



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relevant mark is recognizable in the domain name, the domain name will normally be considered confusingly similar to that mark for purposes of UDRP standing. Further, as per section 1.8 of the WIPO Overview 3.0, where the relevant trademark is recognizable within the disputed domain name, the addition of other terms (whether descriptive, geographical, pejorative, meaningless, or otherwise) would not prevent a finding of confusing similarity under the first element.

- g. The Complainant submitted that previous domain name dispute panels have consistently found that domain names incorporating the HOLIDAY INN Trademark (or a confusingly similar variant thereof), together with the addition of the word 'hotel' (or 'hotels') and/or 'resort,' are confusingly similar to the HOLIDAY INN Trademark. See, e.g., *Six Continents Hotels, Inc. v. Google Creator/ Natraj Pencil*, INDRP Case No. 1946 (<holidayinn**hotel**.in>); *Six Continents Hotels, Inc. v. Steven Hetzer*, WIPO Case No. D2013-1916 (finding <holidayinn**resorthotel**.com> and <holidayinn**resorthotels**.com> confusingly similar to the HOLIDAY INN Trademark); and *Six Continents Hotels, Inc. v. Trasporto di Networ and Pro Intel*, WIPO Case No. D2004-0246 (finding <holidayinnexpress**hotels**.com>, <hollidayinn**hotels**.com>, and <holidayinn**hotel**.com> confusingly similar to the HOLIDAY INN Trademark)



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- h. The Complainant further submitted that previous domain name dispute panels have also found that domain names incorporating the HOLIDAY INN Trademark together with a geographic identifier are confusingly similar to the HOLIDAY INN Trademark. See, e.g., *Six Continents Hotels, Inc. v. Md Belayet Hossain, winux soft LTD*, WIPO Case No. D2022-3087 (<holidayinnresortbd.com>, where 'bd' is short for Bangladesh); *Six Continents Hotels, Inc. v. Tirupati Hotel / Tirupati Hotal*, WIPO Case No. D2015-1937 (<tirupatiholidayinn.com>); and *Six Continents Hotels, Inc. v. Triptih doo*, WIPO Case No. D2012-1600 (<holidaysarajevo.com>).
- i. The Complainant further submitted that accordingly, the Disputed Domain Name is identical or confusingly similar to the HOLIDAY INN Trademark.

II. The Respondent has no rights or legitimate interests in the disputed domain name:

- a. The Complainant has submitted that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name.
- b. The Complainant has further submitted that it has never assigned, granted, licensed, sold, transferred, or in any way authorized the Respondent to register or use the HOLIDAY INN Trademark in any manner. Accordingly, where, as here, '[t]he Respondent is neither a licensee of the Complainant, nor has it otherwise



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obtained authorization of any kind whatsoever, to use the Complainant's mark,' the Panel should find a lack of rights or legitimate interests under the INDRP. This position has been consistently upheld in prior decisions, as illustrated below:

Case Name	Forum and Case No.	Key Finding
Sony Ericsson Mobile Communications AB v. Salvatore Morelli	NIXI, INDRP/027	Respondent is neither a licensee nor otherwise authorized to use the Complainant's mark; lack of rights or legitimate interests established.
Six Continents Hotels, Inc. v. Patrick Ory	WIPO, D2003-0098	No evidence of commercial relationship; Respondent had no license, permission, or authorization to own or use the domain name.
Marriott International, Inc. v. Thomas, Burstein and Miller	WIPO, D2000-0610	Transferred domain nme <marriottreward.com>; no evidence that Complainant had ever authorized Respondent to use the marks MARRIOTT REWARDS or MARRIOTT.



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In view of the above precedents, the Complainant contends that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name.

- c. The Complainant has further submitted that in *Accenture Global Services Limited v. Vishal Singh*, NIXI Case No. INDRP-999, it has been held as under:

“Given the long and widespread reputation of the Complainant’s trademarks, the compelling conclusion is that the Respondent, by choosing to register and use a domain name which is not only confusingly similar to the Complainant’s widely known and distinctive trade mark but identical, intended to ride on the goodwill of the Complainant’s trademark in an attempt to exploit, for commercial gain, Internet traffic destined for the Complainant. Potential partners and end users are led to believe that the website is either the Complainant’s site, or the site of official authorized partners of the Complainant, while in fact it is neither of these”

The Complainant has submitted that the Respondent lacks rights or legitimate interests in respect of the Disputed Domain Name.

- d. The Complainant has further submitted that by using the Disputed Domain Name in connection with a website that falsely appears to be associated with the Complainant (Annexure 8), the Respondent cannot establish any rights or legitimate interests in the Disputed Domain Name. As set forth in section 2.13 of the WIPO Overview 3.0, ‘Panels have categorically held that the use of a domain name for illegal activity (e.g., the sale of counterfeit goods or illegal pharmaceuticals, phishing, distributing malware, unauthorized account access/ hacking, impersonation/ passing off,



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or other types of fraud) can never confer rights or legitimate interests on a respondent'.

- e. The Complainant has further submitted that as per its information and belief, the Respondent has never used, or made preparations to use, the Disputed Domain Name or any name corresponding to it in connection with a *bona fide* offering of goods or services. Instead, the Respondent is using the Disputed Domain Name in connection with a website that falsely presents itself as 'Holiday Inn Resort Goa an IHG Hotel [sic]' (Annexure 8), despite the fact that Respondent's website has no connection with, and is not authorized by, the Complainant. Such use is clearly not *bona fide* and, therefore, cannot confer any rights or legitimate interests under Paragraph 6(a) of the INDRP. This position has been affirmed in prior decisions, such as:

Case Name	Forum/Case No.	Key Finding
Hitachi Limited v. Kuldeep Kumar	NIXI, INDRP/1092	No rights or legitimate interests where the disputed domain name was used to impersonate the Complainant.
Scott and White Memorial Hospital and Scott, Sherwood, and Brindley	WIPO, D2009-0174	No rights or legitimate interests where Respondent redirected users to competitors' commercial websites.



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Foundation v. Bao Shui Chen		
Compagnie Générale des Établissements Michelin v. PrivacyProtect.org / Private Registration	WIPO, D2009-1136	No rights or legitimate interests where the disputed domain name redirected users to a commercial website unconnected with the Complainant.
Zumiez Inc. v. Richard Jones	WIPO, D2007-0024	Using a domain name similar to the Complainant's mark to divert consumers to competitors' sites is not <i>bona fide</i> use.

In view of the above, the Complainant submitted that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name.

- f. The Complainant has submitted that, to its knowledge, the Respondent has never been commonly known by the Disputed Domain Name and has never acquired any trademark or service mark rights in the Disputed Domain Name. Therefore, the Respondent has no rights or legitimate interests in the Disputed Domain Name under paragraph 6(b) of the INDRP. The WHOIS record (Annexure 1A) identifies the registrant of the Disputed Domain Name as "Hemant Kumar" – and not as "Hotel Holiday Inn Resort Goa" or any variation thereof. Reliance is placed on



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the decision in *Alpha One Foundation, Inc. v. Alexander Morozov*, Forum Claim No. 0766380, wherein it was held that “this fact, combined with the lack of evidence in the record to suggest otherwise, allows the Panel to rule that Respondent is not commonly known by any of the disputed domain names or any variation thereof. The Complainant has asserted that, given its registration of the HOLIDAY INN Trademark for 71 years (including nearly 22 years in India), it is impossible that the Respondent is commonly known by this trademark. Reference is placed on *Six Continents Hotels, Inc. v. Trasporto di Networ and Pro Intel*, WIPO Case No. D2004-0246, wherein the Panel observed that “given the Complainant’s established use of its... marks, it is unlikely that the Respondents are commonly known by any of these marks.”

- g. The Complainant has further submitted that, as stated above, the Respondent has used the Disputed Domain Name in connection with a website that falsely appears to be a website for, or associated with, the Complainant (Annexure 8). This is clearly misleading under paragraph 6(c) of the INDRP. Reliance is placed on *Six Continents Hotels v. “m on”*, WIPO Case No. D2012-2525, where it was held that the Respondent’s attempt to attract, for commercial gain, Internet users to a website offering competitive services by taking the Complainant’s trademark clearly does not provide the Respondent with a legitimate interest in the domain name. Similarly, in *BHP Billiton Innovation Pty Ltd v. Zong Wang*, WIPO Case No. D2017-0537, the Panel held that the use



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of the disputed domain name in connection with a website that creates a misleading impression of association with the Complainant does not give rise to any rights or legitimate interests. Likewise, in *Pfizer Inc. v. Freda Atagamen, Michael Chucks, WIPO Case No. D2014-2207*, it was observed that where the respondent's website enabled it to "falsely hold itself out as the Complainant or the Complainant's affiliate," such use aimed at commercial gain cannot establish rights or legitimate interests under paragraph 4(c)(iii) of the Policy.

- h. The Complainant has also submitted that by using the Disputed Domain Name in connection with a website that purports to offer Internet users the ability to book hotel rooms (Annexure 8), the Respondent's actions are clearly commercial. Therefore, the Respondent cannot establish rights or legitimate interests pursuant to paragraph 6(c) of the INDRP. Reference is made to *The John Hopkins Health System Corporation, The John Hopkins University v. Domain Administrator, WIPO Case No. D2008-1958*, wherein it was held that the use of a disputed domain name "to re-direct Internet users to commercial websites that promote the goods of competitors in the same business as the Complainants... is not a *bona fide* offering of goods or services, nor is it a legitimate non-commercial or fair use of the domain name".



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- i. The Complainant has accordingly submitted that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name.

III. The disputed domain name was registered and is being used in bad faith:

- a. The Complainant has submitted that the Disputed Domain Name should be considered as having been registered or being used in bad faith by the Respondent. The Complainant has further submitted, relying on section 3.1.4 of the WIPO Overview 3.0, that "the mere registration of a domain name that is identical or confusingly similar, to a famous or widely-known trademark by an unaffiliated entity can by itself create a presumption of bad faith". In this regard, the Complainant has asserted that the HOLIDAY INN Trademark is clearly famous and/ or widely known, being protected by at least 1,390 trademark registrations in approximately 170 jurisdictions worldwide, the oldest of which dates back 71 years, reference is made to Annexures 2, 3 and 10.
- b. The Complainant has further submitted that prior panels have also recognized the HOLIDAY INN Trademark as "well-known and well-established" and even "more than famous". It has been asserted that "it is implausible that [Respondent] was unaware of the Complainant when [it] registered the Domain Name given the fame of the Trade Mark". Accordingly, the Complainant has submitted that the only explanation for Respondent's conduct is



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that its motive in registering and using the Disputed Domain Name was to disrupt the Complainant's business or attract Internet users for commercial gain, which constitutes bad faith. The prior panel case are mentioned herein under:

Case Name	Case No.	Finding/Observation
Six Continents Hotels, Inc. v. Ahmed Marzooq	WIPO Case No. 2012-0757	HOLIDAY INN Trademark recognized as "well-known and well-established"
Six Continents Hotels, Inc. v. CredoNIC.com / Domain For Sale	WIPO Case No. D2005-0755	HOLIDAY INN Trademark found to be "more than famous."
Six Continents Hotels v. Lin hongyu, Cheng Qi Lin	WIPO Case No. D2017-2033	It is implausible that Respondent was unaware of the Complainant when it registered the Domain Name.
Pancil, LLC v. Jucco Holdings	WIPO Case No. D2006-0676	Registration and use of the domain name amounted to disruption of Complainant's business and commercial gain - evidence of bad faith.

- c. The Complainant has further asserted that, given the global reach and popularity of its services, "it is inconceivable that Respondent chose the contested domain name without knowledge of Complainant's activities." Moreover, since the Disputed Domain



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Name is “so obviously connected with” the Complainant and its 71 years of trademark rights, the Respondent’s actions reflect “opportunistic bad faith.”

Case Name	Case No.	Findings
Pancil LLC v. Domain Deluxe	WIPO Case No. D2003-1035	It is inconceivable that Respondent chose the contested domain name without knowledge of Complainant’s activities.
Research In Motion Limited v. Dustin Picov	WIPO Case No. D2001-0492	Use of domain name “so obviously connected” with Complainant indicated “opportunistic bad faith”

- d. The Complainant has further submitted that given the long history of its trademarks and global recognition, “it is likely that the Respondent knew of the Complainant’s mark, and has sought to obtain a commercial benefit by attracting Internet users based on that confusion” (*Western Union Holdings, Inc. v. Manuel Rodriguez*, WIPO Case No. D2006-0850). It has also been asserted that, since Complainant’s Indian registrations pre-date Respondent’s registration of the Disputed Domain Name by nearly 22 years, Respondent had constructive notice of Complainant’s rights and has therefore acted in bad faith, consistent with WIPO Overview 3.0, section 3.2.2.



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- e. The Complainant has further submitted that Respondent's use of the Disputed Domain Name to impersonate the Complainant, by advertising "Holiday Inn Resort Goa an IHG Hotel [sic]" (Annexure 8), demonstrates bad faith under paragraph 7(c) of the INDRP, since the Respondent's website is neither connected with nor authorized by the Complainant. In this regard, the Complainant has relied on cases such as *Hitachi Limited v. Kuldeep Kumar*, NIXI Case No. INDRP/1092 (finding bad faith impersonation), *InterGlobe Aviation Limited v. Sonu*, NIXI Case No. INDRP/1115 (impersonation and misuse of brand images constitutes bad faith), and *Arla Foods amba v. Jucco Holdings*, WIPO Case No. D2006-0409 (use of domain name to sell competing services constitutes bad faith).
- f. The Complainant has further rested reliance on *Six Continents Hotels, Inc. v. NA InterMos*, WIPO Case No. D2006-1313 (using the domain name to profit from Complainant's reputation and divert customers is bad faith) and *Six Continents Hotels, Inc. v. Bunjong Chaiviriyawong*, WIPO Case No. D2013-1942 (using a confusingly similar domain name to attract Internet users to competing services demonstrates bad faith).
- g. Accordingly, the Complainant has submitted that the Disputed Domain Name was registered and is being used in bad faith.



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Reliefs sought by the Complainant:

The Complainant has prayed for an Award directing the transfer of the disputed domain name <hotelholidayinnresortgoa.in> to the Complainant and for an order of costs against the Respondent, as deemed appropriate by the Tribunal.

D. RESPONDENT'S RESPONSE:

- a. *Vide* email dated 14-07-2025, the Respondent addressed a communication in Hindi, which was circulated to all parties. In the said email, the Respondent expressed regret, stated that the disputed domain name had been registered at the instance of unknown third parties, and disclaimed any knowledge of fraudulent activity. The Respondent further stated that he had ceased such activity and that his account had since been blocked. He also shared the phone number of the person who had contacted him for the said registration.
- b. The Respondent has not filed any formal reply to the Complaint as directed in the Notice dated 16-07-2025. Further, the Respondent, however, failed to comply with the directions issued in the Procedural Order dated 20-07-2025, which required him to submit a government-issued identity document and a notarised affidavit or undertaking confirming his consent to the transfer of the disputed domain name.



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- c. The Tribunal notes that the Respondent made a limited appearance in these proceedings *via* his email dated 14-07-2025. However, notwithstanding this initial communication, the Respondent failed to file a formal statement of defence as directed in the Notice of Arbitration dated 16-07-2025 and further failed to comply with the procedural directions of this Tribunal issued on 20-07-2025. In accordance with Rule 17 of the INDRP Rules of Procedure and Section 25(c) of the Arbitration and Conciliation Act, 1996, the Tribunal is therefore entitled to proceed and make an award on the basis of the pleadings and evidence on record.

E. REASONING AND FINDINGS OF THE TRIBUNAL:

I have minutely examined the Complaint dated 03-06-2025 (as amended on 30-06-2025) together with its annexures, and the Respondent's email dated 14-07-2025. I have also examined the .IN Domain Name Dispute Resolution Policy (INDRP) and the INDRP Rules of Procedure as adopted by the .IN Registry, as well as the provisions of the Arbitration and Conciliation Act, 1996.

Rules of Procedure and Rules Applicable to the Substance of the Dispute:

This Arbitral Tribunal is mindful of the legal position that, in accordance Section 19(1) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Act"), it is not bound by the provisions of the Code of Civil Procedure, 1908, or the Indian Evidence Act, 1872 (now replaced by the *Bharatiya Sakshya Adhiniyam*, 2023). Further,



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Section 19(3) of the Act provides that, failing any agreement referred to in sub-section (2) of Section 19, the arbitral tribunal may conduct the proceedings in such manner as it considers appropriate. Section 19(4) of the Act vests the arbitral tribunal with the power to determine the admissibility, relevance, materiality, and weight of any evidence. In a similar vein, Rule 13(d) of the INDRP Rules also empowers the Arbitrator to determine the admissibility, relevance, materiality, and weight of evidence. However, it has been consistently held by the Courts of law that, while arbitral tribunals are not bound by the strict rules of evidence, they must nevertheless adhere to the basic principles underlying the Indian Evidence Act, 1872, as well as the principles of natural justice.

It may be noted that the Tribunal, in the present matter, has not insisted upon the hyper-technical requirement under the *Bharatiya Sakshya Adhiniyam, 2023* (hereinafter referred to as "the BSA") to file a certificate for electronic evidence filed by the Complainant.

Rule 18 of the INDRP Rules provides as under:

18. Arbitral Award:

- a. An Arbitrator shall decide a Complaint on the basis of the pleadings submitted and in accordance with the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2019 (as amended up to date) read with the Arbitration & Conciliation Rules, Dispute Resolution Policy, the Rules of Procedure and any by-laws, and guidelines and any law that the Arbitrator deems to be applicable, as amended from time to time.
- b. An Arbitrator shall give his/ her award in writing, mentioning the name of the parties; the complete name of the Arbitrator; the impugned



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domain name; the date of passing of the award and observations made while passing such award.

Further, Rule 17 of the INDRP Rules provides as under:

17. Default by Parties:

In the event any party breaches the provisions of INDRP rules and/or directions of the Arbitrator, the matter can be decided *ex parte* by the Arbitrator and such arbitral award shall be binding in accordance to law.

Further, Section 25 of the Act provides as under:

25. Default of a party: Unless otherwise agreed by the parties, where, without showing sufficient cause,-

- (a) the claimant fails to communicate his statement of claim in accordance with sub-section (1) of section 23, the arbitral tribunal shall terminate the proceedings;
- (b) the respondent fails to communicate his statement of defence in accordance with sub-section (1) of section 23, *the arbitral tribunal shall continue the proceedings without treating that failure in itself as an admission of the allegations by the claimant* and shall have the discretion to treat the *right of the respondent to file such statement of defence as having been forfeited*.
- (c) a party fails to appear at an oral hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.

(emphasis added)

The Tribunal notes that, notwithstanding the Respondent's unequivocal admission in his communication dated 14.07.2025 that the disputed domain name had been registered in his name at the behest of certain unidentified third parties and that he himself has no proprietary claim over the same, the Respondent has failed to comply with the Tribunal's directions dated 20.07.2025 requiring submission of a government-issued identification document and a duly notarised statement of no-



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objection to the transfer. The Respondent has further neither filed a formal Response nor sought any extension of time within the period prescribed under the INDRP Policy and Rules. In these circumstances, and in accordance with Rule 17 of the INDRP Rules read with Section 25(c) of the Arbitration and Conciliation Act, 1996, the Tribunal is justified in proceeding to determine the Complaint on the basis of the pleadings and materials available on record. While the Respondent's non-compliance with the Tribunal's directions does not, by itself, amount to an admission of the Complainant's allegations, his express admissions on record - when read in conjunction with his failure to contest or comply - must be accorded due weight in the evaluation of evidence and adjudication of the matter. These admissions are not to be treated as grounds for a "judgment on admission" by analogy to the Code of Civil Procedure, 1908. Rather, they will be considered direct and persuasive evidence in assessing the three elements required under the INDRP Policy.

No Precedential Value of Arbitral Awards:

The Complainant has cited a number of awards passed by different arbitral tribunals in its complaint to substantiate its grounds. While this Tribunal is constrained to note that an arbitral award does not possess the status of binding judicial precedent upon this Tribunal, prior awards under the INDRP and UDRP are nevertheless considered persuasive authorities. Given the widely recognized similarity between the INDRP Policy and the UDRP framework, the existing body of consensus views (such as the WIPO Overview 3.0) informs the consistent interpretation and application of the Policy's mandatory elements. Each dispute must



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ultimately be adjudicated on its own merits, in accordance with the evidence placed on record and applicable legal principles.

Complainant's Entitlement to Transfer of the Disputed Domain:

For adjudication of the entitlement of the Complainant to transfer of the disputed domain, it is pertinent to refer to the relevant provisions of the Policy which govern such conduct and determine the legitimacy of a Registrant's interest in the domain name.

Clause No. 4 of the Policy provides as under:

4. Class of Disputes: 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 *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 in bad faith*.

(Emphasis added)

Thus, for the maintainability of its complaint, the Complainant has to first prove that it has a right in a particular name, trademark or service mark. Thereafter, the Complainant has to prove that the Registrant's domain name is identical and/ or confusingly similar to its name, trademark or service mark; or the Registrant has no rights or legitimate interests in respect of the domain name; or the Registrant's domain name has been registered or is being used in bad faith.



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Further, Rule 7 of the Policy clarifies the meaning of 'bad faith' as used in Rule No. 4(c) as under:

7. Evidence of Registration and use of Domain Name in Bad Faith: For the purposes of Clause 4(c), the following circumstances, in particular but without limitation, *if found by the Arbitrator to be present*, shall be *evidence* of the registration and use of a domain name in bad faith:

- (a) *circumstances indicating* that the Registrant has registered or acquired the domain name primarily for the purpose of *selling, renting, or otherwise transferring the domain name registration to the Complainant*, who bears the name or is the owner of the trademark or service mark, *or to a competitor of that Complainant*, for valuable consideration in excess of the Registrant's documented out-of-pocket costs directly related to the domain name; or
- (b) the Registrant has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the Registrant has engaged in a pattern of such conduct; or
- (c) by using the domain name, *the Registrant has intentionally attempted to attract Internet users to the Registrant's website* or other on-line location, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of the Registrant's website or location or of a product or service on the Registrant's website or location.

(Emphasis added)

Burden of proof:

The Complainant, to prove its averments made in the complaint, has filed documents as Annexure Nos. 1 to 10 . It is to be noted that the present arbitral proceedings shall be guided by the basic principles of the BSA which has come in to force w.e.f. 1st July 2024 while the present amended complaint is dated 30-06-2025. Section 104 of the BSA provides as under:



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104. Burden of proof.- Whoever desires any Court to give judgment as to any legal right or liability *dependent on the existence of facts which he asserts must prove that those facts exist*, and when a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

(Emphasis added)

A reference to Section 105 of the BSA may also be made:

105. On whom burden of proof lies.- The burden of proof in a suitor proceeding lies on that person *who would fail if no evidence at all were given on either side*.

(Emphasis added)

Thus, in accordance with Paragraph 4 of the INDRP Policy, the Complainant must prove that each of the following three elements is present:

(a) The Registrant's domain name is identical and/or confusingly similar to a name, trademark or service mark in which the Complainant has rights.

- i. The Complainant has provided extensive and undisputed evidence of its rights in the HOLIDAY INN trademark. The mark has been in use since 1952 and is protected by over 1,300 trademark registrations in approximately 170 countries, including in India since 2003 and the United States since 1954. The disputed domain name <hotelholidayinnresortgoa.in> wholly incorporates the Complainant's famous HOLIDAY INN mark. The addition of the generic terms "hotel" and "resort" and the geographical identifier "Goa" does not prevent a finding of confusing



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similarity; rather, it heightens the confusion by suggesting an official affiliation with the Complainant's actual "Holiday Inn Resort Goa" hotel. Therefore, this Tribunal finds that the disputed domain name is confusingly similar to a trademark in which the Complainant has rights.

(b) The Registrant has no rights or legitimate interests in respect of the domain name.

- i. The Complainant has asserted that it has never licensed, assigned, or otherwise authorised the Respondent to use the HOLIDAY INN trademark. This establishes a *prima facie* case that the Respondent lacks rights or legitimate interests. The burden then shifts to the Respondent to demonstrate such rights. The Respondent has failed to do so.
- ii. More decisively, the Respondent's own admission in his email dated 14-07-2025, where he states the domain was registered at the instance of third parties and disclaims any connection to it, serves as conclusive evidence that he has no rights or legitimate interests in the disputed domain name under Paragraph 6 of the Policy. He is not commonly known by the name, nor is he making a legitimate non-commercial or fair use of it. This Tribunal therefore finds that the Respondent has no rights or legitimate interests in the disputed domain name.



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(c) The Registrant's domain name has been registered or is being used in bad faith.

- i. The HOLIDAY INN trademark is famous worldwide and has a significant presence in India. It is inconceivable that the Respondent was unaware of the Complainant's mark when registering a domain name that is so obviously connected to it. The registration of a domain name incorporating a well-known trademark by a party with no connection to that mark is, in itself, a strong indicator of bad faith.
- ii. Furthermore, the Respondent's use of the domain name to resolve to a website impersonating the Complainant's hotel, advertising "Holiday Inn Resort Goa an IHG Hotel [sic]," is a clear attempt to attract Internet users for commercial gain by creating a likelihood of confusion, which is a specific circumstance of bad faith under Paragraph 7(c) of the Policy. Accordingly, this Tribunal finds that the disputed domain name was registered and is being used in bad faith.

Hence, considering the facts on record, the applicable statutory provisions, and the judicial precedents cited, and in the overall interest of justice, this Tribunal is of the considered view that the ownership of the disputed domain name <**hotelholidayinnresortgoa.in**> is liable to be transferred from the Respondent to the Complainant.



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Costs of the Proceedings:

As far as the issue of awarding the costs of proceedings to the complainant is concerned, the reference may be made to the Section 31A of the Arbitration & Conciliation Act, 1996 which is as under:

31A. Regime for costs.—(1) In relation to any arbitration proceeding or a proceeding under any of the provisions of this Act pertaining to the arbitration, the Court or arbitral tribunal, notwithstanding anything contained in the Code of Civil Procedure, 1908 (5 of 1908), shall have the discretion to determine—

- (a) whether costs are payable by one party to another;
- (b) the amount of such costs; and
- (c) when such costs are to be paid.

Explanation.—For the purpose of this sub-section, “costs” means reasonable costs relating to—

- (i) the fees and expenses of the arbitrators, Courts and witnesses;
 - (ii) legal fees and expenses;
 - (iii) any administration fees of the institution supervising the arbitration; and
 - (iv) any other expenses incurred in connection with the arbitral or Court proceedings and the arbitral award.
- (2) If the Court or arbitral tribunal decides to make an order as to payment of costs, —
- (a) the general rule is that the unsuccessful party shall be ordered to pay the costs of the successful party; or
 - (b) the Court or arbitral tribunal may make a different order for reasons to be recorded in writing.
- (3) In determining the costs, the Court or arbitral tribunal shall have regard to all the circumstances, including—
- (a) ***the conduct of all the parties;***
 - (b) whether a party has succeeded partly in the case;
 - (c) ***whether the party had made a frivolous counterclaim leading to delay in the disposal of the arbitral proceedings;*** and
 - (d) ***whether any reasonable offer to settle the dispute is made by a party and refused by the other party.***
- (4) The Court or arbitral tribunal may make any order under this section including the order that a party shall pay—
- (a) a proportion of another party’s costs;
 - (b) a stated amount in respect of another party’s costs;
 - (c) costs from or until a certain date only;
 - (d) costs incurred before proceedings have begun;
 - (e) costs relating to particular steps taken in the proceedings;
 - (f) costs relating only to a distinct part of the proceedings; and
 - (g) interest on costs from or until a certain date.



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- (5) An agreement which has the effect that a party is to pay the whole or part of the costs of the arbitration in any event shall be only valid if such agreement is made after the dispute in question has arisen.

(emphasis added)

A bare perusal of the above-mentioned provision of the Act makes it evident that this Tribunal is vested with the discretion to determine whether costs are payable by one party to another, the quantum of such costs, and the timing of such payment. In accordance with **Section 31A(2)(a)** of the Arbitration and Conciliation Act, 1996, the general rule dictates that the unsuccessful party shall be ordered to pay the successful party's costs. However, the Tribunal finds it appropriate to make a different order pursuant to **Section 31A(2)(b)**, for the following reasons, having regard to the conduct of the parties as mandated by **Section 31A(3)(a)**:

1. The Respondent, in his initial communication, immediately admitted that he was merely a *name-lender* for unknown third parties and expressed regret, conceding the factual basis for the transfer claim.
2. This early admission streamlined the process and mitigated the need for further contentious litigation regarding factual disputes.
3. While the Respondent technically failed to comply with the Tribunal's specific procedural directions (regarding the notarized affidavit and identification), his overall conduct demonstrated an intent to surrender the domain name.



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After weighing these circumstances, the Tribunal, in the exercise of its discretion, finds it equitable that each party shall bear its own costs.

F. RELIEF:

In light of the foregoing findings, this Tribunal holds that the Complainant is entitled to have the disputed domain name **<hotelholidayinnresortgoa.in>** transferred from the Respondent. However, the Complainant's prayer for an award of costs in respect of the arbitral proceedings is hereby rejected

G. PRONOUNCEMENT OF AWARD:

In view of Rule 20 of the INDRP Rules, the original signed copy of the award shall be provided to the Registry, which shall, in turn, communicate the same to the parties *via* email and by uploading it on the Registry's website. The parties may obtain a certified copy of the arbitral award, if required, from the Registry.

This award has been executed on stamp paper of ₹100/-, and any deficiency in stamp duty, if applicable, shall be paid by the concerned party before the appropriate authority in accordance with the applicable laws.

This Award is signed and pronounced by me at New Delhi (India) on this 4th day of October, 2025.

(Praveen Kumar Jain)

The Sole Arbitrator

New Delhi

04-10-2025

