



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Tamil Nadu**

**e-Stamp**

**Certificate No.** : IN-TN77100136310341X  
**Certificate Issued Date** : 28-Apr-2025 03:17 PM  
**Account Reference** : SHCIL (FI)/ tnshcil01/ Saidapet-SRO/ TN-CS  
**Unique Doc. Reference** : SUBIN-TNTNSHCIL0123029086070287X  
**Purchased by** : SAISUNDER NV  
**Description of Document** : Article 12 Award  
**Property Description** : NA  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : SAISUNDER NV  
**Second Party** : SAISUNDER NV  
**Stamp Duty Paid By** : SAISUNDER NV  
**Stamp Duty Amount(Rs.)** : 200  
(Two Hundred only)



Please write or type below this line

**NV SAISUNDER**  
**SOLE ARBITRATOR**

**.IN REGISTRY- INTERNET EXCHANGE OF INDIA**

**INDRP CASE NUMBER: 1987**

**DISPUTED DOMAIN NAME: <acerservicecentre.co.in>**



N V SAISUNDER

**PF 0006333586**

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at [www.shcilstamp.com](http://www.shcilstamp.com) or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

**IN THE MATTER OF ARBITRATION BETWEEN:**

**Acer Incorporated**

Republic of China, of 7F-5,  
No.369, Fuxing N. Rd.,  
Songshan Dist., Taipei City 105,  
Taiwan, Republic of China

..... **Complainant**

Versus

**KlickIT Solutions**

505, Moruya Landmark 1, Off Link  
Road, Andheri West, Mumbai,  
4000053, Maharashtra, India

..... **Respondent**

**ARBITRATION AWARD**

**DATED: 13<sup>th</sup> June 2025**

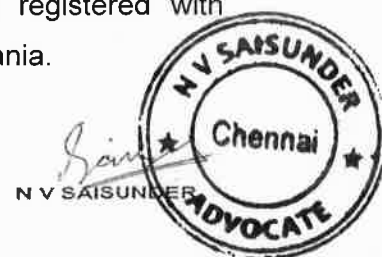
**1. PARTIES:**

The Complainant in this proceeding is Acer Incorporated, a multinational company having its principal place of Business at 7F – 5, No.369, Fuxing N. Rd., Songshan District, Taipei City 105, Taiwan, Republic of China. The Complainant is represented by Mr. Rahul Chaudhry, having its office at RCY House, C-235, Defence Colony, New Delhi - 110024, India.

The Respondent in this proceeding is KlickIT Solutions, 505, Moruya Landmark 1, Off Link Road, Andheri West, Mumbai - 400053, Maharashtra, India, as per the WHOIS details disclosed by NIXI.

**2. DOMAIN NAME AND REGISTRAR:**

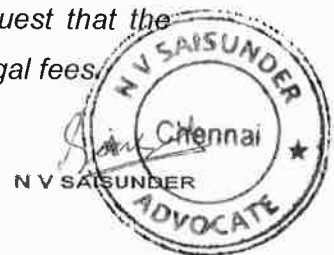
The disputed domain name is <acerservicecentre.co.in> which is registered with HOSTINGER operations, UAB, Svitrigailos str. 34, Vilnius 03230, Lithuania.



### 3. PROCEDURAL HISTORY:

The Statement of Acceptance and Declaration of Impartiality was submitted by me on 26<sup>th</sup> March, 2025, as required by NIXI. Further, in accordance with Rules 3 and 5(b), NIXI appointed me as the sole arbitrator for deciding on the complaint filed in respect of the disputed domain name on 09<sup>th</sup> April 2025 to arbitrate the dispute between the Parties in accordance with the Arbitration and Conciliation Act, 1996 and accordingly notified the Parties of the same on the same date. Thereafter, the Complainant was directed on 09<sup>th</sup> April 2025 to serve the hard and soft copy of the complaint on the Respondent and furnish proof of such despatch as required under the INDRP. In furtherance to the same, the following sequence of events ensued:

- a) The Arbitrator received a response from the Respondent on 10<sup>th</sup> April 2025 in the following lines – *"We've gone thru the details. Since we're not from legal back ground. But we understand that domain we're using "acerservicecenter.co.in" is not legal & as per the process we should hand over the same to brand "ACER". Hence we agree for same & kindly request to let us know the process for same."*
- b) Based on the aforementioned response, on 10<sup>th</sup> April 2025, the Arbitrator acknowledged the Respondent's intention to settle the matter and willingness to transfer the disputed domain name to the Complainant. Further, the Arbitrator in the same email, directed the authorised counsel for the Complainant to provide his response for the settlement offer by the Respondent within 2 days of the email.
- c) On 11<sup>th</sup> April 2025, the authorised counsel for the Complainant acknowledged the Arbitrator's email and had confirmed that the intention of the complainant's offer to settle has been conveyed to the Complainant.
- d) On 21<sup>st</sup> April 2025, the authorised counsel for the Complainant informed the Arbitrator that the Complainant is amenable to the Respondent's proposal of transferring the disputed domain name to the Complainant and the proposal is accepted subject to the Respondent paying the legal cost incurred by the Complainant in filing of the impending complaint.
- e) On 22<sup>nd</sup> April 2025, an advocate representing the Respondent had emailed on behalf of the Respondent, refusing to bear the legal cost for filing of the complaint. Further, the contents of the email read as given- *"My client was unaware of the usage of the domain in question. Had Acer approached my client directly regarding the use of the domain, my client would have readily agreed to transfer it, as they have been in the business for the past 10 years and have always conducted their operations lawfully. Therefore, my client is not prepared to cover the legal costs incurred by Acer in this matter. We remain open to reaching an amicable resolution and request that the proposal be reconsidered without the requirement for the payment of legal fees."*





*We look forward to the response of the Advocates for the Complainant to working towards a mutually agreeable resolution”.*

- f) On 22<sup>nd</sup> April 2025, the Arbitrator called upon both the parties to arrive at a final settlement within 10 days from the date of the email and workout the modalities of the transfer of the disputed domain name, pursuant to which the Arbitrator shall terminate the proceedings under Rule 21 of the INDRP Rules and pass an award recording the same. Further, the Arbitrator also intimated that where the Parties fail to arrive at a settlement within the stipulated timeline, the Arbitrator shall proceed to pass an award based on merits of the case and documentary evidence submitted as per standard terms of the Policy and the Rules.
- g) On 28<sup>th</sup> April 2025, the counsel for the Complainant had acknowledged the Arbitrator's email and had agreed to discuss the terms of settlement with the Respondent's counsel.
- h) On 1<sup>st</sup> May 2025, the counsel for the Complainant had intimated the Arbitrator that they have shared the proposed terms of settlement with the Respondent's counsel on 29<sup>th</sup> April 2025 and they are awaiting response from the Respondent. Hence the counsel for Complainant had sought an extension of 10 days for the parties to finalise the terms of settlement.
- i) On 2<sup>nd</sup> May 2025, the Arbitrator allowed the extension of the timeline by further 10 days from the date of the Arbitrator's email.
- j) On 6<sup>th</sup> May 2025, the counsel for the Complainant had intimated the terms of settlement drawn up by the parties in the body of the email and requested the Arbitrator to terminate the proceedings under Rule 21 of the INDRP Rules.
- k) On 11<sup>th</sup> May 2025, the Arbitrator, while acknowledging the terms of settlement shared by counsel for the Complainant, requested the Respondent to confirm the same for the record. There was no confirmation from the Respondent pursuant to the Arbitrator's email.
- l) On 13<sup>th</sup> May 2025, the Arbitrator directed the parties to record the terms of settlement in an agreement and share the scanned copy of the settlement agreement which is duly executed by the parties and notarised for the Panel's record, pursuant to which the Arbitrator shall record the same in the award to terminate the proceedings under Rule 21. The said direction was to be complied within 10 days of the email.
- m) On 23<sup>rd</sup> May 2025, the counsel for the Complainant informed that the draft agreement was shared with the Respondent's counsel on 15<sup>th</sup> May 2025 and the executed copy was received by the Complainant on 23<sup>rd</sup> May 2025. Hence, the Complainant sought one week extension to share the duly executed agreement.



- n) On 25<sup>th</sup> May 2025, the Arbitrator granted further extension of time till 30<sup>th</sup> May 2025 for the Parties to share the duly executed copy of the settlement agreement.
- o) On 6<sup>th</sup> June 2025, the authorised representative of the Complainant shared the executed and duly notarised copy of the settlement agreement dated 06<sup>th</sup> June 2025 ("**Settlement Agreement**").

This Panel takes on record the Settlement Agreement arrived between the Parties and consequentially passes the award pursuant to Rule 21 of the INDRP Rules of Procedure as detailed below.

#### 4. FACTUAL BACKGROUND:

The Complainant is a multinational hardware and electronics corporation headquartered in Taiwan that manufactures and markets televisions, laptop, desktop, projectors, monitor, tablets, chrome books, smart devices, electronic and accessories. It was established in 1976 and claims to sell its products through dealers in over 100 countries globally.

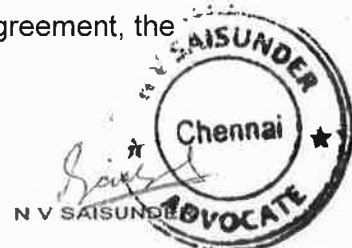
The Complainant has been using the trademark "ACER" extensively and continuously for decades and is the registered proprietor of the mark including in India as early as 1987. The Complainant's trademark has also been included the journal of well-known trademark in India.

The Respondent had registered the disputed domain name on 03<sup>rd</sup> January 2022 and was operating the disputed domain name incorporating the Complainant's registered trademark "ACER" in its entirety, combined with the generic term "service centre," with the ".co.in" extension.

Upon receipt of the intimation of the complaint filed by the Complainant, the Respondent vide his reply dated 10<sup>th</sup> April 2025 agreed to handover the disputed domain to the Complainant which further advanced to a settlement terms arrived between the Parties.

#### 5. PARTIES CONTENTIONS:

Considering that the Parties have settled the dispute vide the Settlement Agreement, the Panel deems it irrelevant to delve into the contentions of the Parties.



## 6. DISCUSSION AND FINDINGS:

From the procedural history, it is established that the Respondent had agreed to settle the dispute and transfer the disputed domain to the Complainant. Furtherance to the discussion and negotiations between the Parties, the Parties settled the dispute, and the duly executed and notarised Settlement Agreement dated 06<sup>th</sup> June 2025 was placed on record before this Panel on the same date.

The operative part of the Settlement Agreement is reproduced as given below:

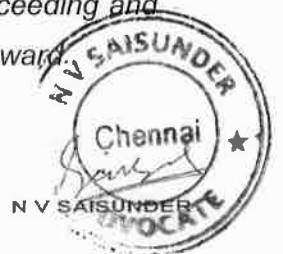
*" 1. In recognition of the rights of Acer Incorporated ("First Party") to the trademark 'Acer', and in lieu of the First Party not taking legal action against KlickIT Solutions ("Second Party") for violation of its trademark by registration of the domain [www.acerservicecentre.co.in](http://www.acerservicecentre.co.in) ("**Impugned Domain Name**") by the Second Party, the Second Party irrevocably, unconditionally and absolutely transfers unto the First Party, all rights, title and interest in, arising out of, and in connected with the Impugned Domain Name - [www.acerservicecentre.co.in](http://www.acerservicecentre.co.in), free and clear from any encumbrances.*

*2. The Second Party shall carry out the domain transfer to the First Party, within 10 days from the effective date of this Agreement, and for this purpose, it must follow the instructions of the counsel of the First Party, Rahul Chaudhry and Partners, and take all such necessary actions as may be required to effectuate the transfer of the Impugned Domain Name. In particular the Second Party must provide the relevant authorisation code to effectuate the transfer of the Impugned Domain Name in favour of the First Party, to them and their counsel."*

In the given background, the Panel wishes to reproduce Rule 21 of the INDRP rules of Procedure as hereinbelow:

### **21. Termination of Proceeding**


*In event, after initiation or during the pendency of any proceeding, parties agree to settle their dispute on their own, they shall approach the Arbitrator informing the resolution so reached, where after the Arbitrator shall terminate the proceeding and record such terms of agreement arrived between the parties as part of award.*



In view of the recorded settlement between the Parties whereunder the Respondent has agreed to transfer the disputed domain name to the Complainant in accordance with the terms of the Settlement Agreement, the Panel has deemed it fit to terminate the proceedings pursuant to Rule 21 of the INDRP rules of Procedure and thus shall not get into the merits of the case.

**7. DECISION:**

The Panel hereby directs the termination of the proceedings pursuant to Rule 21 of the INDRP Rules in lieu of the Settlement Agreement with respect to the domain "acerservicecentre.co.in" and the complaint is disposed off accordingly with direction to effect the transfer of the disputed domain name to the Complainant as per the terms of the Settlement Agreement entered between the Parties.

  
N V SAISUNDER  
Arbitrator  
Date: 13<sup>th</sup> June 2025

