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**BEFORE THE SOLE ARBITRATOR UNDER THE .IN DOMAIN NAME DISPUTE RESOLUTION POLICY**  
(Appointed by the National Internet Exchange of India)

**ARBITRATION AWARD**

Disputed Domain Name: &lt;STARDREAMCRUISES.IN&gt;

IN THE MATTER OF

**RW CRUISES PTE LTD**320 Serangoon Road #15-09 Centrium  
Square Singapore 218108

..... Complainant

-----versus-----

**SINGAPORE CRUISES**

Khar West, Maharashtra 400052

..... Respondent

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## The Parties

The **Complainant** in this arbitration proceeding is **RW Cruises Pte Ltd** of the address **320 Serangoon Road #15-09 Centrium Square Singapore 218108**.

The **Respondent** in this arbitration proceeding is **Singapore Cruises** of the address **Khar West, Maharashtra 400052**, as per the WHOIS records of the .IN Registry.

### **1. The Domain Name, Registrar and Registrant**

The present arbitration proceeding pertains to a dispute concerning the registration of the domain name <STARDREAMCRUISES.IN> with the .IN Registry. The Registrant in the present matter is **Singapore Cruises** as per the WHOIS records, and the Registrar is **GoDaddy**.

### **2. Procedural History**

The arbitration proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (INDRP), adopted by the National Internet Exchange of India (NIXI). The procedural history of the matter is tabulated below:

<b>Date</b>	<b>Event</b>
March 05, 2026	- NIXI sought consent of <b>Mr. Vikrant Rana</b> , to act as the Sole Arbitrator in the matter.
March 06, 2026	- The Arbitrator provided the Statement of Acceptance and Declaration of Impartiality and Independence in compliance with the INDRP Rules of Procedure.
March 12, 2026	- NIXI handed over the Domain Complaint and Annexures thereto to the Arbitrator. - The Complainant acknowledged receipt of the Statement of Acceptance and Declaration of Impartiality and Independence and noted the appointment of the Arbitrator and requested to inform them if any procedural requirements are required from their side.
March 13, 2026	- The Arbitrator asked the Complainant to confirm the status of delivery of the domain complaint upon the Respondent and was directed to serve a full set of the domain complaint and annexures upon the Respondent (by email as well as physical mode) and provide proof of service within <b>seven (7) days</b> , if the same was not yet served upon the Respondent by them.



*Vikrant Rana*

March 18, 2026	<ul style="list-style-type: none"> <li>- The Complainant confirmed that the complaint together with all annexures has been duly served upon the Respondent via email to the below mentioned email addresses : <ul style="list-style-type: none"> <li>➤ <a href="mailto:enquire@stardreamcruises.in">enquire@stardreamcruises.in</a></li> <li>➤ <a href="mailto:info@stardreamcruises.in">info@stardreamcruises.in</a> (which is the ID as per the WHOIS records provided by NIXI)</li> <li>➤ <a href="mailto:deepakbohra602@gmail.com">deepakbohra602@gmail.com</a></li> <li>➤ <a href="mailto:belimayarana93@gmail.com">belimayarana93@gmail.com</a></li> </ul> </li> <li>- The Complainant stated that delivery confirmation is not uniformly supported by all destination mail servers, hence delivery status may not be available for certain recipients however, confirmed that the emails have been successfully transmitted to the aforesaid addresses.</li> <li>- The Complainant further stated that due to the lack of complete details of the physical address of the Respondent, physical service could not be effected. Hence, the Complaint submitted that effective service has been duly completed and requested service to be deemed sufficient via email.</li> <li>- The Arbitrator acknowledged the email of the Complainant confirming that the domain complaint and annexures have successfully been served to the Respondent via email and hence commenced the arbitration proceedings in respect of the matter.</li> <li>- Respondent was granted time of fourteen (14) days, to submit a response.</li> </ul>
March 23, 2026	<ul style="list-style-type: none"> <li>- The Arbitrator informed the Complainant that in email dated <b>March 18, 2026</b> addressed to both parties, was not served upon the Respondent as the email sent to the ID <a href="mailto:info@stardreamcruises.in">info@stardreamcruises.in</a> (which is the Registrant's ID as per the WHOIS records provided by NIXI) has bounced.</li> <li>- The Arbitrator noted that the Complainant had confirmed that the domain complaint had been served upon the Respondent via email, including the WHOIS provided email ID: <a href="mailto:info@stardreamcruises.in">info@stardreamcruises.in</a> and thereby directed the Complainant to file an Affidavit of Service (confirming the successful service of</li> </ul>



	the complaint and annexures upon the Respondent), duly notarized or sworn, within seven (7) days.
March 25, 2026	- The Complainant sought clarification, that whether upon furnishing an Affidavit of Service, a judgment in default may be obtained against the Respondent.
March 26, 2026	- The Complainant stated that they are in the process of preparing the Affidavit of Service, however, requested for additional time for formal execution and processing. - The Arbitrator clarified that the submission of an Affidavit of Service is a procedural requirement, to ensure that the documents have been successfully served upon the Respondent by the Complainant and further clarified that the award shall be decided on merits of the case and in accordance with the principles of INDRP. - The Arbitrator granted extended time till April 03, 2026 to the Complainant to submit the Affidavit of Service, duly notarized or sworn.
March 27, 2026	- NIXI informed the Arbitrator and parties to mark <a href="mailto:postmaster@stardreamcruises.in">postmaster@stardreamcruises.in</a> in all further communications. Further, NIXI also served a copy of the domain complaint and annexures upon the Respondent, on the said email ID.
April 02, 2026	- The Complainant provided the duly notarised Affidavit of Service, confirming the steps taken to serve the Complaint and exhibits to the Respondent.
April 03, 2026	- The Complainant requested to confirm receipt of the Affidavit of Service.
April 06, 2026	- The Arbitrator noted that the procedural requirement of the INDRP proceedings are complete which includes sending the Complaint in electronic form (including annexures) by e-mail to email addresses shown in WHOIS details and forwarding the same to <b>postmaster@[the contested domain name]</b> (which is <a href="mailto:postmaster@stardreamcruises.in">postmaster@stardreamcruises.in</a> ), as per Rule 2 of the <b>INDRP Rules of Procedure</b> (as sent by NIXI via email dated March 27, 2026) and acknowledged receipt of the affidavit of service by the Complainant. - The Arbitrator noted that the Respondent's email addresses <a href="mailto:info@stardreamcruises.in">info@stardreamcruises.in</a> and <a href="mailto:postmaster@stardreamcruises.in">postmaster@stardreamcruises.in</a> are now unserviceable. However, the communication dated <b>March 13, 2026</b> to the Respondent's email ID <a href="mailto:info@stardreamcruises.in">info@stardreamcruises.in</a> did not bounce, hence

*Arant Kane*

	<p>reasonably presuming that NIXI's email dated <b>March 12, 2026</b> was also successfully delivered to the Respondent (along with the domain complaint and annexures contained therein), thereby making them aware of the INDRP proceedings.</p> <ul style="list-style-type: none"> <li>- The Arbitrator noted that despite receipt of the domain complaint and annexures and more than sufficient time having passed since then, no response has been received from the Respondent.</li> <li>- The Arbitrator concluded the arbitral proceedings and reserved the present award.</li> </ul>
April 30, 2026	<ul style="list-style-type: none"> <li>- The Arbitrator directed the Complainant to provide proof of their trademark registrations and the authorization provided by Cloudy Limited (now known as Two Trees IP Limited) to them, to use the trademarks <b>StarDreamCruises</b> and its variations.</li> <li>- The Complainant apprised that they are in the process of coordinating with the relevant parties to obtain the required supporting documents and sought time for the same.</li> <li>- The Arbitrator granted additional time to the Complainant to submit the documents by May 11, 2026.</li> </ul>
May 07, 2026	<ul style="list-style-type: none"> <li>- The Complainant provided a trademark registration certificate for the Hong Kong registration no. 306967504 for the mark           <div style="display: flex; align-items: center; justify-content: center; margin: 10px 0;">  <span style="margin: 0 10px;">/</span>  </div> <p style="margin-left: 150px;">registered by Cloudy Limited (now known as Two Trees IP Limited) as well as an Authorization letter issued by Two Trees IP Limited (previously known as Cloudy Limited) authorizing RW Cruises Pte Ltd to use the said trademarks and brands.</p> </li> <li>- The Complainant further stated in email dated May 07, 2026, that RW Cruises Pte Ltd is the authorized user of the relevant trademarks and brands, and they are the authorized representative of RW Cruises Pte Ltd for this INDRP proceeding.</li> </ul>
May 13, 2026	<ul style="list-style-type: none"> <li>- The Arbitrator acknowledged the Complainant's emails and apprised that the award is under consideration and shall be passed on the basis of the material available on record and in accordance with the law as applicable.</li> </ul>

*Arman Lone*

### 3. Factual Background – Complainant

The Complainant submitted as follows:

- That, the Complainant is the owner of the domain **stardreamcruises.com**.
- That, StarDream Cruises is the umbrella brand operating a fleet of vessels in South East Asia under the StarCruises and Dream Cruises brand respectively.
- That, the relevant logo trademarks for the StarDream Cruises brand is owned by **Two Trees IP Limited (formerly known as Cloudy Limited)**, a subsidiary in the group.
- That, the Complainant is authorised by **Two Trees IP Limited** to use the relevant logo trademarks on their website.
- That, the Complainant is the lawful owner of the following trademarks:

#### a) **StarDreamCruises trademark**

- *Jurisdiction where the trademark is registered:* Malaysia
- *Trademark registration date:* 27 March 2025
- *Trademark registration number:* TM2025009613
- *Name of the trademark owner:* Cloudy Limited (now known as Two Trees IP Limited)



#### b) **StarDreamCruises logo**

- *Jurisdiction where the trademark is registered:* Malaysia
- *Trademark registration date:* 24 June 2025
- *Trademark registration number:* TM2025020699
- *Name of the trademark owner:* Cloudy Limited (now known as Two Trees IP Limited)

*Neelam Sane*



c) **StarCruises word and logo**

- *Jurisdiction where the trademark is registered:* Malaysia
- *Trademark registration date:* 14 March 2025 (MY)
- *Trademark registration number:* TM2025007943 (MY)
- *Name of the trademark owner:* Cloudy Limited (now known as Two Trees IP Limited)



d) **Dream Cruises word and logo**

- *Jurisdiction where the trademark is registered:* Malaysia
- *Trademark registration date:* 16 August 2016 (MY)
- *Trademark registration number:* 2015010599 (MY)
- *Name of the trademark owner:* Cloudy Limited (now known as Two Trees IP Limited)

**DREAM CRUISES**  
**DREAM CRUISES**  
**Dream Cruises**  
**dream.cruises**

e)

- *Jurisdiction where the trademark is registered:* Malaysia
- *Trademark registration date:* 25 November 2016 (MY)
- *Trademark registration number:* 2015010601 (MY)

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- *Name of the trademark owner:* Cloudy Limited (now known as Two Trees IP Limited)
- The Complainant submitted that, the mentioned trademarks are used in connection with cruise travel services, passenger cruise bookings, onboard hospitality services, travel packages, tourism services, and related maritime and leisure services.
  - That, the Complainant, as the authorized licensee of Two Trees IP Limited, operates cruise services under the brands **StarDream Cruises**, **StarCruises**, and **Dream Cruises**.
  - That, the Respondent registered and operates the domain name **stardreamcruises.in**, which is identical to the Complainant's registered trademark "StarDreamCruises".
  - That, the Respondent's website unlawfully:
    - Copies the Complainant's official website layout and content;
    - Uses the Complainant's ship images, branding, and promotional materials;
    - Reproduces the Complainant's ship brochure and itinerary PDF files verbatim;
    - Creates the false impression that the website is operated by, affiliated with, or endorsed by the Complainant.
  - The Complainant annexed screenshots of the infringing website and copied materials as **Annexure B**.
  - The Complainant submitted that the Respondent has no authorization, license, partnership, or business relationship with the Complainant.
  - The Complainant submitted that no other legal proceedings have been commenced or terminated in connection with or relating to the disputed domain name.
  - The Complainant provided the declaration in accordance with rule 4(b)(ix) of the INDRP rules of procedure.

#### 4. Contentions And Legal Grounds Submitted By The Complainant

In support of the requirements under the captioned provisions of the INDRP (combined with the relevant Rules of Procedure) the Complainant has submitted that:

##### A. The Domain Name is identical and/or confusingly similar to a name, trademark, or service mark in which the Complainant has right

- That the disputed domain name **stardreamcruises.in** is identical to the Complainant's registered trademark **StarDreamCruises** and that addition of the country-code top-level domain ".in" does not distinguish the domain name from the trademark.

*Mehant Sane*

**B. The Respondent has no rights or legitimate interests in respect of the Domain Name.**

- That the Respondent has never been known, individually or commercially, by the name “StarDream Cruises” and has no trademark or company name corresponding to the domain;
- That the Respondent is not making any legitimate or good-faith use of the domain name and is using the domain solely to impersonate the Complainant and mislead consumers.

**C. The Domain Name was registered or is being used in bad faith**

- That the Respondent has intentionally used the domain name to attract internet users by creating confusion with the Complainant’s trademarks, misrepresent affiliation and source, divert customers for commercial gain, copy copyrighted website content, ship images, brochures, and itineraries belonging to the Complainant and collect personal information from users by pretending to be the Complainant’s official cruise service, thereby misleading users into believing they are dealing with the legitimate company.
- That, such conduct exposes users to potential loss of personal data and privacy, and wrongfully associates the Complainant with these deceptive practices.

**5. Reliefs claimed by the Complainant**

The Complainant has requested that the domain name <STARDREAMCRUISES.IN> be transferred to **Two Trees IP Limited** (formerly known as Cloudy Limited) or its authorized licensee **RW Cruises Pte Ltd**.

**6. Respondent’s Contentions**

As already mentioned in the procedural history of the matter, despite having been duly served with a copy of the Domain complaint as filed, and thereafter granted adequate time and opportunities to respond to the same, the Respondent had not submitted any response thereto, or in fact any communication of any kind to the Arbitrator during the pendency of the arbitral proceedings in the captioned matter.

**7. Discussion and Findings**

As mentioned in Paragraph 4 of the .IN Domain Name Dispute Resolution Policy, a Complainant is required to satisfy the below three conditions in a domain complaint:

- i. The Registrant’s domain name is identical and confusingly similar to a name, trade mark or service mark in which the Complainant has rights; and

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- ii. The Registrant has no rights and legitimate interest in respect of the domain name; and
  - iii. The Registrant's domain name has been registered or is being used either in bad faith or for illegal/ unlawful purpose.
- i. **The Registrant's domain name is identical or confusingly similar to a name, trade mark or service mark in which the Complainant has rights.**  
(Paragraph 4(a) of the INDRP)



The Complainant herein has submitted that they are the lawful owner of the trademark **StarDreamCruises and variations thereof**. Additionally, according to rule 4(b)(v) of the INDRP rules of procedure, the Complainant has specified the trademark(s) or service mark(s) on which the Complaint is based and, and for each mark, described the goods and services, with which the mark is used or intended to be used.

The Arbitrator notes that the Complainant has mentioned in the domain complaint dated **March 06, 2026**, the name of the trademark owner as Cloudy Limited (now known as Two Trees IP Limited) and stated that they have been authorised by **Two Trees IP Limited** to use the said marks, however, no supporting documents in this regard had been provided.

In order to afford the Complainant an opportunity to substantiate its claim of authorization to use the trademark *StarDreamCruises* and its variants, the Complainant was granted leave to submit the requisite authorization details and supporting documentation via email dated **April 30, 2026**.

The Arbitrator notes that, despite being afforded an opportunity to submit documentary evidence, the Complainant failed to satisfactorily produce registration certificates for the trademark *StarDreamCruises* and its variants. The Complainant has only provided a trade mark



registration certificate for the mark  /  in Hong Kong (registration no. 306967504). It is pertinent to mention that the Complainant has also not provided any translation in respect of the said document. Further, no other registration certificate of any 'StarDreamCruise' mark in any other country (including India and Malaysia) have been filed.

Furthermore, it is pertinent to point out that the authorization letter from the trademark owner, Cloudy Limited (now known as Two Trees IP Limited), permitting the Complainant's use of the mark, is deficient/ insufficient, for the reasons set out below:

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- The authorization letter is dated May 06, 2026, which is post initiation of the present domain complaint and raises questions regarding the Complainant's rights in the trademark *StarDreamCruises* and its variants at the time of filing the present domain complaint;
- The authorization letter does not provide any name/identification/company seal/board resolution of the signatories/ directors in the letter hence, verifiability and legality of the same is unverifiable;

Therefore, due to the lack of any such proof of authorization from the owner of the trademark **StarDreamCruises and variations thereof** in favour of the Complainant, no such rights of the Complainant in the trademark **StarDreamCruises and variations thereof** has been established.

The Arbitrator notes that, although the disputed domain name <STARDREAMCRUISES.IN> bears deceptive similarity to the mark "StarDreamCruises", the Complainant has failed to satisfactorily establish enforceable rights in the said trademark or any of its variants.

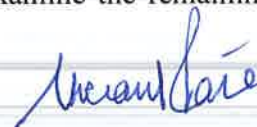
Accordingly, the requirement under Paragraph 4(a) of the INDRP remains unfulfilled.

- ii. **The Registrant has no rights and legitimate interest in respect of the domain name (Paragraph 4(b) and Paragraph 6 of the INDRP)**
- iii. **The Registrant's domain name has been registered or is being used in bad faith and for illegal/ unlawful purpose (Paragraph 4(c) and Paragraph 7 of the INDRP)**

In terms of Paragraph 4 of the .IN Domain Name Dispute Resolution Policy, a complainant is required to establish all three prescribed elements in order to succeed in a domain name dispute.

In the present matter, the Arbitrator finds that the Complainant has failed to establish rights in the name, trademark, or service mark "StarDreamCruises", a requirement within **Paragraph 4(a) of the INDRP**.

In view of this finding, the Arbitrator does not find it necessary to examine the remaining elements set out under the Policy.



## 8. Decision

In light of the foregoing findings, and upon consideration of the material placed on record, the Arbitrator concludes that the Complainant has failed to establish the essential elements required under Paragraph 4 of the .IN Domain Name Dispute Resolution Policy.

While Complainant has claimed to have rights over 'StarDreamCruises' formative marks and logos, they have not put any document on record to support and corroborate such alleged ownership and authority.

Accordingly, the Complaint is hereby dismissed, and the reliefs sought by the Complainant are denied. The disputed domain name <STARDREAMCRUISES.IN> shall remain with the Respondent.

The Award is accordingly passed and the parties are directed to bear their own costs.



**Vikrant Rana, Sole Arbitrator**

**Date: May 19, 2026.**

**Place: New Delhi, India.**