



मध्य प्रदेश MADHYA PRADESH

BW 751640

BEFORE THE ARBITRATOR RAJESH BISARIA

UNDER THE

.IN DOMAIN NAME DISPUTE RESOLUTION POLICY (INDRP)

[NATIONAL INTERNET EXCHANGE OF INDIA (NIXI)]

ARBITRAL AWARD

Date-04.06.2025

Disputed Domain Name: brocode.in

INDRP Case no -1961

THE PARTIES

(1) The Complainant is Indospirit Beverages Pvt. Ltd., (IBPL), registered office at B-230, Okhla Industrial Area, Phase 1, New Delhi-110020

The Respondent is M/s Shubhavana Builders & Engineers, at House No. 257, Sector 41A, Union Territory of Chandigarh, 160036.



THE DOMAIN NAME AND REGISTRAR**(2)**

- (a) This dispute concerns the domain name **brocode.in**
- (b) The Registrar with whom the disputed domain name is registered is indicated as:
 Dynadot LLC with address: NOT PROVIDED and the E mail ID: NOT PROVIDED
 This was registered on 01.09.2024

PROCEDURAL HISTORY**(3)**

The NIXI appointed RAJESH BISARIA as Arbitrator from its panel as per paragraph 5(b) of INDRP Rules of procedure	04.04.2025
Arbitral proceedings were commenced by sending notice to Respondent through e-mail as per paragraph 4(c) of INDRP Rules of Procedure, marking a copy of the same to Complainant's authorized representative and NIXI.	04.04.2025
Due date of submission of Statement of Claim by Complainant (instructed by mail dated 04.04.2025)	15.04.2025
Complainant 's response by submitting their Statement of Claim to AT-	
Soft copy	14.04.2025
Hard copy	17.04.2025
Complainant 's response by submitting their Statement of Claim along with all annexures to Respondent- Soft copy - Complainant vide their email dated 14.04.2025 intimated that- <i>'It is requested that the present email be treated as service of soft copy on the Respondent who has been cc'ed in the mail as per rules.'</i>	14.04.2025



Hard copy – Complainant vide their mail dated 14.04.2025 intimated that- <i>‘Additionally, enclosed along with the complaint is the proof of service of the complete hard copy of the Complaint along with annexures on the Respondent, including the postal receipt and tracking details, confirming delivery on 12.03.2025 (Page No. 123-125 of the enclosed PDF)’</i> The date of delivery was wrongly reported as 12.03.2025, which is 12.04.2025 as per submitted tracking report.	12.04.2025
Due date of submission of Statement of Defense by Respondent (instructed by mail dated 04.04.2025)	26.04.2025
Respondent response by submitting their Statement of Defense to AT- Soft copy Hard copy	26.04.2025 01.05.2025
Due date of submission of Rejoinder by Complainant (instructed by mail dated 04.04.2025 and Email dated 13.05.2025)	04.05.2025 16.05.2025
Complainant ‘s response by submitting their Rejoinder to AT- Soft copy Hard copy	16.05.2025 27.05.2025
The language of the proceedings	English

FACTUAL BACKGROUND

(4) The Complainant:

The Complainant is Indospirit Beverages Pvt. Ltd., (IBPL), is being represented through its authorized representative, Mr. Vikas Kumar, Director, Address: Registered office at B-230, Okhla Industrial Area, Phase 1, New Delhi-110020 and E-mail: NOT PROVIDED



The Complainant's authorized representative in this administrative proceeding is:

Mr. Aquib Ali (aquib.ali@riselegal.in), Mr. Anish Lakhanpal (anish.lakhanpal@riselegal.in) and Mr. Aditya Ganju (aditya.ganju@agchambers.in)

The Complainant's preferred method of communication directed to the Complainant in this administrative proceeding is:

Electronic: Mail – Email- aquib.ali@riselegal.in and contact person : Mr. Aquib Ali

Hardcopy: NOT PROVIDED

(5) The Respondent:

The Respondent is M/s Shubhavana Builders & Engineers, who claims to be a partnership firm having its registered address at House No. 257, Sector 41A, Union Territory of Chandigarh, 160036, Email address- rdthechamp@gmail.com, Phone- +91-7889048484

(6) Complainant's Activities:

(a) It is stated that the Complainant i.e., IBPL is a leading private limited Indian Non-Government Company incorporated on 07 January 2014 under the provisions of the Companies Act, 2013 and has a history of ten years and ten months. Its registered office is in South Delhi, Delhi, India. Among various business ventures undertaken by Complainant, it offers two distinct and very well-known product segments, i.e, BRO series of drinks like 'BroCode' and 'House of Spiritz'.

(b) The BRO series of drinks like the 'BroCode' are positioned as "game-changing products" that cater to a specific market dealing with young, modern consumers and are uniquely identifiable by way of numerous beverage offerings which have various unique and popular products/brands including but not limited to 'BroCode Energy Drink',



'BroCode', 'BroLight', 'Brose', 'BigBro' 'BroRed', and others. The House of Spiritz represents a dedicated portfolio of spirits offered by the Complainant. Among other things, it encompasses a diverse range of products, including newly crafted blended Scotch, esteemed Japanese whiskey, refined London Dry Gin, premium French brandies, authentic Polish vodka, and traditional Mexican tequila.

(7) Complainant's Trade Marks and Domain Names:

(a) The Complainant, through its 'Bro Code' segment and beverage offerings, has carved out a significant and well known space in markets like India, where its unique combination of strength and flavour has found a dedicated and loyal consumer base, particularly amongst the young, urban demographic. Apart from the above, it finds pertinence to mention herein that the Complainant has several registered trademarks with the word mark of "brocode" corresponding to various classes of trademark registration which are inter alia being used by the Complainant at least w.e.f. 2015[NG1]. The following table shows some of the registered Trademarks possessed by the Complainant with the word 'BRO CODE': -

Table 1: Brief Summary of Trademarks owned by the Complainant. [NG2]

S. No.	Trademark & Application Number	Classification (G&S Description) Trademark	Status
1	(3678242)	Class 32: Beers, Mineral And Aerated Waters, And Other Non-Alcoholic Drinks; Fruit Drinks And Fruit Juices; Syrups And Other Preparations For Making Beverages	Registered and in use since 01/12/2015

2.	(3678247)	Class 32: Beers, Mineral And Aerated Waters, And Other Non-Alcoholic Drinks; Fruit Drinks And Fruit Juices; Syrups And Other Preparations For Making Beverages	Registered
3.	(3678239)	Class 14: Watches, wristwatches, watch chains, watch bands, watch straps, clocks, clock cases, chains, cases for watches and clocks, rings, ornaments, necklaces, medals, lockets, key rings, key chains, key chain tags, metal key chains, key chains for use as jewelry [trinket or fobs].	Registered
4.	(3678240)	Class 21: Cups and mugs; Beer mugs; ceramic mugs; mug made of ceramic; Coffee mugs; china mugs; Glass mugs; Drinking mugs made of porcelain; Bottle	Registered



5.	(3678243)	Class 34: Electronic Cigarettes; Electronic Cigarette Atomizer, Lighters, Cartomizers, Cleaners, Boxes; Liquid For Electronic Cigarettes, Refill Cartridge For Electronic Cigarettes; Smoking Sets For Electronic Cigarettes; Personal Vaporizers, Tobacco Tar For Electronic Cigarettes; Flavorings Other Than Essential Oils, For Use In Electronic Cigarettes; Cigarettes; Cigarette Holders; Cases, Packets, Lighters, Filters; Ashtrays; Articles For Use With Tobacco; Cigars	Registered
6.	(3678244)	Class 43: Services For Providing Food And Drinks, Restaurant, Pub, Temporary Accommodation, Hotel, Hospitality Etc.	Registered
7.	(3678241)	Class 25: Clothing, Headgear And Footwear	Registered
8.	(3678245)	Class 33: alcoholic beverages including wine, spirits, liquors, whisky, brandy, rum, vodka, gin and scotch	Registered

9.	BROCODE FRIZZANTE (5930941)	Class 32: Beers, Mineral And Aerated Waters, And Other Non-Alcoholic Drinks; Fruit Drinks And Fruit Juices; Syrups And Other Preparations For Making Beverages	Registered
10.	BROCODE FRIZZANTE (5930943)	Class 33: alcoholic beverages including wine, spirits, liquors, whisky, brandy, rum, vodka, gin and scotch	Registered
11.	BROCODE BUZZ (6076499)	Class 33: alcoholic beverages including wine, spirits, liquors, whisky, brandy, rum, vodka, gin and scotch	Registered
12.	BROCODE BUZZ (6076500)	Class 32: Beers, Mineral And Aerated Waters, And Other Non-Alcoholic Drinks; Fruit Drinks And Fruit Juices; Syrups And Other Preparations For Making Beverages	Registered
13.	BROCODE KRAFT SEKT (6076498)	Class 33: alcoholic beverages including wine, spirits, liquors, whisky, brandy, rum, vodka, gin and scotch	Registered

14.	BROCODE BIANCO (6076514)	Class 32: Beers, Mineral And Aerated Waters, And Other Non-Alcoholic Drinks; Fruit Drinks And Fruit Juices; Syrups And Other Preparations For Making Beverages	Registered
15.	BROCODE BIANCO (6076513)	Class 33: alcoholic beverages including wine, spirits, liquors, whisky, brandy, rum, vodka, gin and scotch	Registered
16.	BROCODE OMERTA (6077708)	Class 32: Beers, Mineral And Aerated Waters, And Other Non-Alcoholic Drinks; Fruit Drinks And Fruit Juices; Syrups And Other Preparations For Making Beverages	Registered
17.	BROCODE OMERTA (6077709)	Class 33: alcoholic beverages including wine, spirits, liquors, whisky, brandy, rum, vodka, gin and scotch	Registered
18.	BROCODE SPUMANTE (6076510)	Class 32: Beers, Mineral And Aerated Waters, And Other Non-Alcoholic Drinks; Fruit Drinks And Fruit Juices; Syrups And Other Preparations For Making Beverages	Registered

19.	BROCODE SPUMANTE (6076509)	Class 33: alcoholic beverages including wine, spirits, liquors, whisky, brandy, rum, vodka, gin and scotch	Registered
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The copy of the trademark registration documents of the Complainant having the mark 'BroCode' evidencing the sole and exclusive usage of the Complainant were submitted as 'Annexure-3 (Colly).

(b) In addition to the above, it is relevant to state that the Complainant also has a significant social media presence with the name of House of Bros, by which the Complainant has advertised as well as maintained its goodwill by consistently gauging customers' satisfaction and has advertised its beverages by the name of 'Bro Code'. The Complainant has a significant following on Instagram with over 24 thousand followers and over 14 thousand followers on LinkedIn where the 'Bro Code' beverages are inter alia advertised, discussed and commented on which adequately demonstrates that the Complainant's brand 'Bro Code' is a well-established brand and has a significant market presence which has not only carved out its own independent space but is uniquely and solely identified with the Complainant alone. The details of the significant social media presence of the Complainant in the online domain is produced herein below:

The table shows different social media handles:



Table 2 SOCIAL MEDIA PROFILES

S.No.	Platform	Social Media Id
1.	Facebook	www.facebook.com/House.Of.Bros
2.	Instagram	www.instagram.com/house.of.bros
3.	Twitter	https://twitter.com/HouseOfBros

- (c) The copies of the Complainant's official social media pages evidencing the well-established brand name of 'Bro Code' and its exclusive identifiability with the Complainant were submitted as Annexure 4 (Colly).
- (d) Further, the brand 'Bro Code' is recognised by several third-party media articles and has won awards evidencing its overwhelming market presence and dominance. The copy of the consumer media handles as well as the copy of awards and third-party media articles evidencing that the brand name's market space being associated exclusively with the Complainant were submitted as Annexure 5 (Colly). The aforesaid details adequately demonstrate that the Complainant has a strong connection with its market base as well as the significant market presence of its 'Bro Code' segment of beverages.
- (e) The Complainant has recently come across the disputed domain name i.e., 'brocode.in' registered in the name of the Respondent. A bare perusal of the disputed domain name makes it apparent on the face of it that the disputed domain name is identical to the Complainant's registered mark of 'Bro Code'. The fact that the disputed domain name entirely incorporates the registered mark 'Bro Code' which is exclusively owned by the Complainant itself infringes upon the Complainant's legitimate rights and interest and

gravely violates the INDRP Policy and Rules of Procedure. Moreover, the Respondent, being fully aware of the fact that 'BroCode' is a registered mark being solely identified with the Complainant is offering to sell the disputed domain name to the Complainant in the hope of extorting 25000 USD (approximately Rupees Twenty-One Lakhs in INR) as evident from the email communications exchanged between the parties as discussed infra.

- (f) Vide email dated 24.10.2024, it was communicated to the Complainant that the disputed domain name is available for purchase and vide another email dated 11.11.2024, the price for the disputed domain name was quoted to be 25000 USD (about 21 lakhs in INR). The copies of the email communications exchanged which mention the offers made to the complainant were submitted as 'Annexure 6 Colly'.

(8) Respondent's Identity and activities:

Respondent in Statement of Defense stated that-

Name: Ripudaman Kochhar

Firm: Shubhavana Builders & Engineers

Email: rdthechamp@gmail.com

Phone: +91 78890 48484

Address: 257, Sector 41A, Chandigarh, India

Domain: www.brocode.in

Registrar: Dynadot LLC

CodeQI.com is an IT software development company who is using the domain brocode.in.

(9) Response by Respondent:

- (a) This is my official detailed response to the complaint filed under INDRP regarding the domain name 'brocode.in'. I categorically deny any wrongdoing and submit that the domain was registered in good faith, with



a clear and legitimate business intent under the banner of my technology company, CodeQI.com. CodeQI.com is an IT software development company.

- (b) The term 'BroCode' is a generic phrase, widely used in cultural contexts globally, and not invented by the Complainant. My registration was aligned with business development for CodeQI, and there was no intent to mislead, infringe, or profit unfairly from any brand. Furthermore, I am providing supporting documents to prove this complaint is brought forward in bad faith to misuse INDRP to gain control over valuable digital asset.
- (c) The allegation that we are involved in "extortion" or "cybersquatting" is baseless and unsubstantiated. It reflects a fundamental misunderstanding of standard IT business practices in India, including legitimate domain portfolio management by technology companies. Further, the Complainant appears to be unaware that administrative statuses on platforms like Dynadot's internal dashboard do not affect the public offering or commercial use of a domain name.
- (d) We have never sold a single domain name, nor have we ever been involved in any INDRP or UDRP proceedings.
Therefore, the Complainant's hypothesis branding us as "habitual cybersquatting offenders" is unfounded and without basis.
- (e) We at CodeQI, similar to any IT development company, develop websites and manage hundreds of domain names for our clients, including Mycollege.in, Lightroomtherapy.com, and Plantri.in.
- (f) As admitted by the Complainant, only 7 out of 210 domains associated with us were listed for sale, which clearly reflects standard IT business practices and responsible client portfolio management, not cybersquatting
- (g) Furthermore, domain investing with a legitimate business interest does not constitute cybersquatting.



- (h) Quoting a price for a domain name, especially in response to the Complainant's multiple unsolicited calls and four emails, constitutes a standard business practice, not an act of extortion or cybersquatting. (Supporting case reference added)
- (i) A true Cybersquatter would typically target and register all available domains related to the Complainant's trademarks.
- (j) However, given that multiple "IndoBev" trademark-related domains remain unregistered, it proves the absence of any bad faith or malicious intent. Our focus was solely on our business name and not on exploiting the Complainant's brand.
- (k) As elaborated in detail and supported by cited reference cases, we have demonstrated legitimate business preparation regarding the domain "Brocode.in".
- (l) Furthermore, since "Brocode" is a generic term, it cannot confer exclusive trademark rights to any single entity.
- (m) CodeQI is an established and legitimate IT firm, not a Cybersquatter.
- (n) The present Complaint is brought in bad faith and amounts to abuse of the INDRP process.
- (o) The Complainant seeks to use this administrative proceeding to obtain a generic, high-value domain which they never previously pursued in good faith.
- (p) In India, a significant majority—approximately 95% of INDRP cases—go unanswered by respondents, often due to a lack of awareness of domain law and legal procedures.
- (q) This situation creates an opportunity for well-resourced companies to target generic domains through INDRP as a shortcut to acquisition, instead of legitimate market purchase. Related examples are annexed.
- (r) The Complainant, Indobev, claims to have a brand interest in "BroCode", yet:



- a. They have not registered even the most obvious domain names related to that brand.
 - b. Domain names such as brocodebeer.in, brocodebeer.co.in, brocodefrizzante.in, and brocode.org.in remain unregistered and publicly available.
- (s) A review of the Complainant's own website, and as mentioned in complaint Indobev offers over several of products and "BROCODE" is one of 5 brands under a range "House of Bros". Their listed products include:
- a. Brolight
 - b. BigBro
 - c. Brocode
 - d. Brose
 - e. BrocodeRed
- (t) Despite this, none of the .IN or .CO.IN domains for Brolight, Brose, or BigBro have been registered by the Complainant. (screenshot of availability added).
- (u) This pattern of non-registration demonstrates that "BroCode" is not a uniquely significant brand identifier in the Complainant's portfolio.
- (v) It has not been treated with any special strategic priority, further weakening their claim of exclusive rights or urgency regarding the disputed domain.
- (w) Unregistered Domains

Looks like this domain has not been registered yet

brolight.in	₹11.88	<div style="background-color: #28a745; color: white; padding: 5px; display: inline-block;">BUY NOW</div> <small>Before someone else does!</small>
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Looks like this domain has not been registered yet

brose.co.in	₹9.88	BUY NOW Before someone else does!
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Looks like this domain has not been registered yet

bigbro.co.in	₹9.88	BUY NOW Before someone else does!
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Looks like this domain has not been registered yet

brocodered.in	₹11.88	BUY NOW Before someone else does!
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- (x) All of their attached actual trademark domains remained unregistered as of 21st April 2025,
- (y) The Complainant has shown no proactive interest in registering domain names for its other products such as Brolight.in, Brose.co.in, and Bigbro.co.in, all of which remain unregistered to date. This demonstrates that the Complainant did not treat domain protection as a strategic priority and has instead selectively targeted “brocode.in” in a reactionary manner.
- (z) The term “BroCode” is a culturally generic phrase, widely used and not uniquely associated with the Complainant.
- (aa) Filing an INDRP complaint solely for “brocode.in”, while ignoring other relevant domains, indicates an attempt to misuse the process to acquire a premium domain, not to protect legitimate brand interests.
- (bb) Not registering domains of The Complainant’s other brands—Brolight, Brose, and Bigbro. This further weakens the claim that owning “brocode.in” is crucial to their brand identity or trademark protection under their “House of Bros” portfolio.



(10) Rejoinder by Complainant:

- (a) That the complainant herein has filed the above-captioned complaint bearing INDRP No. 1961 of 2025 seeking the transfer of the disputed domain name, 'brocode.in' (disputed domain name) registered by the Respondent in conflict with the applicable INDRP Policy and Rules of Procedure. That the contents of the Complaint filed by the complainant may be read as part and parcel to the present rejoinder and the same are not repeated herein for the sake of brevity and to avoid repetition.
- (b) At the outset and without prejudice to the submissions made hereunder, the Petitioner denies each and every allegation, averment and/or any submission made by the Respondent in its Statement of Defence as if the same has been traversed in seriatim and nothing stated herein shall be deemed to be admitted, save and except those averments which are expressly admitted hereunder. In relation thereto, each para herein may be treated to be general and specific denial, save the admissions made by the Respondent.
- (c) It is stated that the Respondent, by way of its Statement of Defence, has placed reliance on misconceived/incorrect position of laws and distorted facts with the oblique motive to defeat the Complainant's legitimate rights in the disputed domain name. Without prejudice to any of the aforesaid as well as in response to the Respondent's misconceived and incorrect submissions in the Statement of Defence, the Complainant deems it suffice to place reliance on the following submissions qua the Classes of Disputes defined under Clause 4 of the INDRP Policy, which demonstrate that the disputed domain name is liable to be transferred to the Complainant:



(11) Submissions of Documents by Complainant and Respondent:

- (a) Complainant submitted Domain name complaint with pages 1 to 19 (words 3575) and annexure from 1 to 9 with pages 99.
- (b) Respondent submitted Statement of Defense with pages 1 to 19 (words 3505) and no annexure
- (c) Complainant submitted Rejoinder with pages 1 to 16 (words 3511) and annexure A & B with pages 2.

As per the INDRP Rules of Procedure, Clause 4(a) – The (maximum) word limit shall be 5000 words for all pleadings individually (excluding annexure). Annexure shall not be more than 100 pages in total. Parties shall observe this rule strictly subject to Arbitrator's discretion.

Both the Complainant and Respondent have submitted individual pleadings and annexures within the above mentioned limits, which are as per the above norms of the INDRP Rules.

THE CONTENTIONS OF COMPLAINANT AND RESPONDENT

- (12) The domain name is identical or confusingly similar to a trade mark or service mark in which the Complainant has rights:**

Submission by Complainant in SOC

- (a) The Complainant which is engaged in the manufacture, import, distribution, marketing, and sale of alcoholic and non-alcoholic beverages has a noticeable and significant market presence which dominates the ready to drink alcoholic beverages industry and is frequently identified with its brand name/registered mark 'Bro Code'. Besides operating extensive distribution networks, the Complainant

demonstrates a dominant social media presence with over 24,000 followers on Instagram and 14,000 on LinkedIn as tabularly reflected supra.

- (b) Furthermore, the Complainant owns several trademarks including 'BROCODE'. (device mark) Registered since 14/11/2017, 'BROCODE. LABEL' (device mark) registered since 14/11/2017, 'BROCODE FRIZZANTE' (word mark) registered since 10/05/2023, 'BRO CODE BUZZ' (word mark) registered since 22/08/2023, 'BROCODE SPUMANTE' (word mark) registered since 22/08/2023, 'BROCODE BIANCO' (word mark) registered since 22/08/2023, 'BROCODE OMERTA' (word mark) registered since 22/08/2023, 'BROCODE EL CLASSICO' (word mark) registered since 11/09/2023 in India [NG3] . The Complainant has also placed the registration details of the aforesaid trademarks before the Hon'ble Registry which thoroughly substantiates that the Complainant has legitimate rights in the word mark 'Bro Code'.
- (c) A bare perusal of the disputed domain name i.e., 'brocode.in' makes it abundantly clear that the disputed domain name entirely subsumes the registered trademark/word mark of the Complainant and is thus, completely similar to the trademarks as tabularly reflected supra.
- (d) That the Complainant states that "House of Bros" is a product segment of the complainant which includes products named BroCode Energy Drink, BroCode, BroLight, Brose, BigBro, BroCodeRed and others. These products have a significant market presence, and the disputed domain name is deceptively identical to the aforesaid product names.
- (e) The Complainant submits that the disputed domain name <brocode.in> is identical to the trademarks which have been registered by the Complainant as it incorporates the trademark in its entirety and is thus

likely to create a confusion and may lead consumers to believe that the disputed domain name is related to the Complainant.


Submission by Respondent in SOD


- (f) For confusing similarity to exist between a domain name and a trademark, there must be evidence that some section of the public has been or is likely to be confused into believing that the domain name is in some way linked with a business or goods of the owner of the trademark.
- (g) Proof of Generic nature, non-confusing and non-similarity of domain term.
 - a. 'BroCode' is a culturally generic phrase widely used since the 1990s, and was neither invented nor exclusively owned by the Complainant.
 - b. Brocode means "a set of unwritten rules or etiquette primarily followed by men ". Made of "BRO" + "CODE", which are further generic words themselves. Bro as short for "Brother" and CODE means "a system of words, letters, numbers, etc."
 - c. Anyone Registering business name with Generic word are aware of having multiple brands with such name and consequences of not having exclusive right to own all digital assets.
 - d. The webpage of Brocode.in never had anything related to alcohol or any services mentioned by the complainant.
 - e. Existing business with domain brocode.org, proves mere generic name does not confuse public or affected complainant's business till now.
 - f. The domain was intended for use for our tech business under CodeQi.com not for beverages.


- g. As mentioned by complainant, "BroCode" is one of multiple drinks under their main Category "House of Bros", for other drinks namely, 1. BroLight 2. Brose 3. BigBro 4. BrocodeRed exact domain names are unregistered till today. It Proves that the complainant believes having domains does not add value to their business, neither harms if someone else registers them.
- (h) Supporting Case: Prasar Bharti vs Dish Tv India Ltd on 6 March, 2024
In this case, the Delhi High Court held that the term "Dish" is generic and refers to a dish antenna, which is essential for Direct-to-Home (DTH) services. The Court emphasized that a generic term cannot grant exclusive rights to a trademark.
- (i) Supporting Case: Hero Electrics Vs Hero MotoCorp (2022)
The arbitral tribunal, consisting of former judges, ruled in favor of Hero MotoCorp, granting them the right to use the "Hero" brand for their electric vehicles.
- (j) Supporting Case: Bruce Springsteen v. Jeff Bugar, WIPO Case D2000-1532 – Held: "Generic or common terms cannot subject to exclusivity."
- (k) Supporting Co-existence of Registered Companies with no exclusive right to word "DryFruits" 1. Royal Dry fruit 2. Variety Dry Fruit Stores 3. Bhagwati Dry Fruits 4. Lala's Dry Fruits
- (l) Brocode word is widely used across industries and lacks distinctiveness exclusively to the Complainant.
- (m) "Brocode" Trademarks Coexist Across Industries, proves name is Generic in nature.
- (n) There are 30+ Indian trademarks featuring 'BroCode' across fashion, tech, media, and services, proving it is non-exclusive and shared word across industries, Examples:
- a. Application No. 4386139- BROCODE (Class 12 - Apparel)

- b. Application No. 4418014- BC BROCODE (Class 39 - Transport and Travel Arrangement)
- c. Application No. 4191687 - WEBROCODE (Class 42 - Technology)
- d. Application No. 6465199 - BROCODE (Class 22)

Matching Trademark(s)		
SL No.	Document	Image
<input type="checkbox"/> 1	Wordmark: BC BROCODE Proprietor: RAHUL SASANKAN Application Number: 4418014 Class / Classes: 39 Status: Registered Show Details	

Matching Trademark(s)		
SL No.	Document	Image
<input type="checkbox"/> 1	Wordmark: BROCODE Proprietor: ANKIT JUNEJA Trading as J.J. CYCLE INDUSTRIES Application Number: 4386139 Class / Classes: 12 Status: Registered Show Details	

Matching Trademark(s)		
SL No.	Document	Image
<input type="checkbox"/> 1	Wordmark: WEBROCODE Proprietor: RAHUL RATHEE Application Number: 4191687 Class / Classes: 42 Status: Registered Show Details	

Matching Trademark(s)		
SL No.	Document	Image
<input type="checkbox"/> 1	Wordmark: BroCode Proprietor: CHANDRA TRIVEDI PROPRIETOR OF SHRI SHYAM ENTERPRISES Application Number: 6465199 Class / Classes: 22 Status: Formalities Chk Pass Show Details	

Submission by Complainant in Rejoinder

- (o) It is stated that Respondent has, nowhere in its entire complaint, disputed the registered trademark documents possessed by the Complainant in the name of 'BROCODE' which conclusively show the

well-known Intellectual Property Rights of the Complainant in the disputed domain name. Neither has the Respondent disputed that the disputed domain name entirely subsumes and incorporates the trademark possessed by the Complainant nor has it been opposed that the disputed domain name is in fact entirely identical to the trademark possessed by the Complainant. Thus, it abundantly clear that the Complainant has duly satisfied the first ingredient of the Clause 4(a) of the INDRP Policy which is reproduced herein below for the reference of this Hon'ble Tribunal: -

'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:

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;

- (p) In reference to the above, the Complainant relies on the widely cited and followed INDRP Arbitration decision passed in 'Kenneth Cole Productions. v Viswas Infomedia INDRP/093' wherein it was laid down that whenever a disputed domain name wholly incorporates a complainant's trademark, it is adequate evidence for confusing similarity in order to satisfy Clause 4(a) of the INDRP Policy. Further, in a landmark WIPO decision titled 'F Hoffmon-Ls Roche AG Vs. Relish Enterprises (WIPO) D2007-1629' it was conclusively laid down that "if the Complainant owns a registered trademark, then it satisfies the threshold requirement of having the trademark rights and the domain name is confusingly similar to Complainant's trademark because the disputed domain name looks and reads like Complainant's trademark".



- (q) As far as the decisions cited by the Respondent are concerned, the said decisions are inapplicable to the facts and circumstances of the present matter. In 'Prasar Bharti vs Dish Tv India Ltd on 6 March 2024' cited by the Respondent, the dispute arose on account of common use of the word "dish" qua an unregistered mark "DD Free Dish". In particular, the Delhi High Court in the said matter had observed that only a part of the trademark, i.e. "dish" was being used by other party, and that the word "dish" is essential to DTH services. Moreover, the other party was found to be using the prefix "DD" before dish and thus, there was no grounds for confusion. Apart from the aforesaid, it was noted that that DD had legitimate business of Dish tv. However, in the present case, all the aforesaid facts are missing. As such, the case is completely inapplicable. In the present matter, the Complainant not only has a registered trademark in the name of the disputed domain name but the said domain name is an exact reproduction of the trademark registered in favour of the Complainant.
- (r) Moreover, in the case law of 'Bruce Springsteen vs. Jeff Burgar and Bruce Springsteen Club, Case. No. D2000-1532' cited by Respondent, the Complainant was relying on Common Law rights acquired by his fame and success, as his name, Bruce Springsteen, which also happens to be the mark in dispute, was incapable of registration. It was further held in the said case that the disputed domain name/website "Bruce Springsteen.com" didn't land on the said website/page but was forwarded to Celebrity1000.com. Moreover, fans understand that all links to Bruce Springsteen related information/sites are not owned by him. Moreover, the domain name registrant was able to show legitimate interest in the name. Whereas in our case, the mark "brocode" stands registered in the name of the Complainant and is widely known and exclusively associated with the Complainant herein. Further, the



Respondent has no legitimate interest in the domain name and is holding it entirely in bad faith.

- (s) Apart from the above, a mere perusal of the Whois Details provided by the .IN Registry as well as the trademark certificates placed on record by the Complainant, it is abundantly clear that the registration of the Complainant's trademarks is much prior to the date on which the disputed domain name has been registered by the Respondent which further demonstrates that the Respondent is in violation of the Para 3(b) of the INDRP Policy which inter alia lays down as follows:

'3. Registrant's Representations

By applying to register a domain name, or by asking a Registrar to maintain or renew a domain name registration, the Registrant hereby represents and warrants that:

(a) the credentials furnished by the Registrant for registration of Domain Name are complete and accurate;

(b) to the knowledge of Registrant, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;

- (t) A perusal of the above-mentioned clause shows that it is the responsibility of the Registrant / Respondent to verify that the registration of the disputed domain name will not infringe upon or otherwise violate the rights of a third party, a fact that could have been verified using a cursory search in the trademark registry (INDRP Decision 1952: Hachette Filipachi Presse vs Ankur Jha). It is therefore quite apparent that the disputed domain name registered by the Respondent is not only confusingly similar but is completely identical and subsumes the entire trademark of possessed by the Complainant which satisfies the threshold requirement for attracting Clause 4(a) of the Policy as per the settled position of law.



(u) It is lastly submitted that the Respondent's misplaced argument that the Complainant cannot be entitled to appropriate trademark protection with respect to the disputed domain name is negated by the fact that the Complainant does not only possess a valid trademark which is identical to the disputed domain name but has made extensive efforts to popularise the same throughout many years due to which it has acquired a unique distinctiveness associated with the Complainant's business. In this connection, the Hon'ble Delhi High Court has held in its landmark judgement 'Yahoo Inc v. Akash Chopra 1999 SCC Online Del 133' that even if the words have ordinary dictionary meanings, if they have acquired a unique distinctiveness and are associated with the business of the concerned company, such words are entitled to receive maximum degree of protection of courts.

(13) The Respondent has no rights or legitimate interests in respect of the domain name:

Submission by Complainant in SOC

- (a) The Complainant states that the Respondent is not using or demonstrating preparations to use the disputed domain name or a name corresponding to the disputed domain name in connection with a bona fide offering of goods or services, rather, the Respondent is using the disputed domain name to extorting money from the Complainant and cybersquatting as is evident from the email communications exchanged between the parties and placed on record.
- (b) The Complainant states that the Respondent is a partnership firm allegedly involved in the business matters related to Real Estate and other connected matters and has no legitimate interest in the disputed domain name. The

Copy of the Partnership Deed of the Respondent was submitted as Annexure 7.

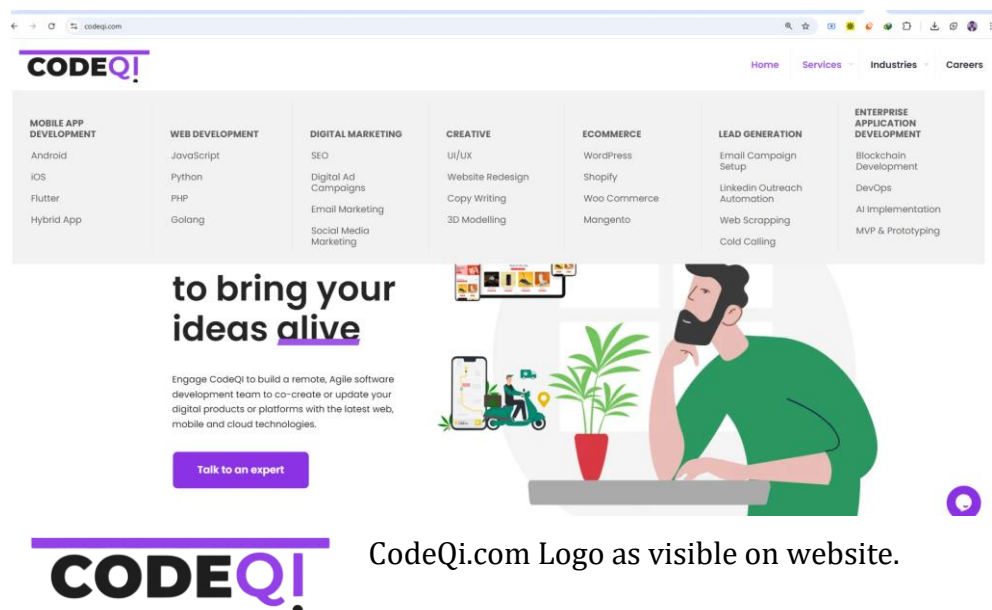
- (c) That the Respondent is not commonly or even remotely known by the disputed domain name as a firm allegedly involved in the matters of Real Estate has no relevance with the disputed domain name which is named after a popular well-known product which is commonly and widely known for beverages. Without prejudice, it is stated that the Complainant also does not carry out any activity for, nor has any business with the Respondent. Neither any licence nor any authorisation has been granted to the Respondent to make use of any trademarks, or for applying for registration of the disputed domain name by the Respondent. Thus, there is no conceivable legitimate interest of the Respondent in the disputed domain name. On the contrary, the disputed domain name for the purpose extorting money from the Complainant, which is illegal, unlawful, unethical and comes within the purview of Cybersquatting.
- (d) It is submitted that the aforesaid conduct cannot be termed as a fair and legitimate use of disputed domain name as the emails placed on record adequately demonstrate that the disputed domain name is registered primarily for the purpose of extorting money and cybersquatting. Respondent's misuse of the disputed domain name is not only likely to mislead customers into believing that the disputed domain is associated with the complainant but the same risks tarnishing the Complainant's goodwill and reputation thus posing a threat to Complainants' business operations.

Submission by Respondent in SOD

- (e) The complainant has mentioned we are a real estate firm, which was made un-operational in 2022. Later we started an IT development company by the name CODEQi.com.



- (f) However, it does not have anything that limits rights for “registering a domain.”
- (g) “NIXI has been authorized as the .IN Registry by the Government of India, since January 2005. The .IN domain names are available to anyone on a first-come-first-served basis”. Any individual can register the domain; no registration of a company is required.
- (h) As mentioned, 'BroCode' is a culturally generic phrase, and it was selected with clear vision and thought in mind to extend the Coding services that our existing company CodeQi provides.
- (i) We bought this domain from a domain marketplace at premium price. As domain marketplaces are legal in India, buying it at premium price proves its value and our legitimate interest in expanding our business name.
- (j) Naming was based on root word “CODE” shared with our parent company anchored in CODEQi.com (registered before domain acquisition).
- (k) Under INDRP standards, “preparations to use” establish legitimate rights, Under the brand name CODEQI, IT company, email sent from CODEQi.com, proves legitimate business offering



- (l) Supporting Case: Privilege Insurance Company Limited v. Warren Snook (WIPO Case D2002-0870) – the Panelist dismisses the Complaint, “Privilege.com” generic word does not provide exclusive right to trademark to own the domain name and no proof to support Respondent is threatening to tarnish the Complainants’ reputation”
- (m) Section 35 of the Trade Marks Act, 1999, protects honest concurrent use and good faith adopters by preventing a registered trademark owner from interfering with a person's bona fide use of their own name, the name of their place of business, or a description of their goods or services. This essentially means that a trademark owner cannot prevent someone from using their own name or the name of their business, even if it is similar to a registered trademark, if that use is done in good faith.

Submission by Complainant in Rejoinder

- (n) The Complainant further submits that the Respondent has desperately failed to discharge the burden of proof towards demonstrating its legitimate interest in the disputed domain name in any manner whatsoever. The Respondent has failed to place on record any evidence so as to demonstrate the existence of any bona fide offering of goods and services and/or any demonstrable preparation in pursuit thereof apart from a screenshot of a purported website of ‘codeqi.com’. The Respondent, in its statement of Defence claims that the disputed domain name was intended for use by its ‘parent company’ anchored in ‘CodeQI’ which in itself demonstrates the Respondent’s utter lack of bona fide as well as complete non-existence of legitimate and demonstrable preparations of use owing to the following reasons: -
- a. The Respondent on one hand claims that the disputed domain name was purportedly intended for use by ‘CodeQI’. However, at the same time, the Respondent has failed to explain as to why the disputed

domain name is registered within the name of 'Shubhavana builders & Engineers' i.e., a partnership firm admittedly involved in the business of real estate.

- b. In furtherance to the above, the Respondent avers 'CodeQI' to be their parent company, however, nowhere in the entire Defence Statement did the Respondent dispute the email communications wherein the only stance which was maintained was that the Respondent is an independent third party. The relevant portion of the email is extracted below: -

'I have confirmed that the owner of the domain 'Brocode.in' is willing to discuss its sale.'

- c. Without prejudice, a review of the website of 'codeqi.in' career page showcases that it has been published by 'rdthechamp'. Coincidentally with the email address of the Respondent is rdthechamp@gmail.com which further points of the conclusion that the so-called parent company 'CodeQI' is a façade deployed with the sole intent to fabricate legitimate interest. The copy of the screenshot of CodeQI's careers page is being annexed herewith and marked as ANNEXURE-A.
- d. Besides the above, it is a well settled principle of law that a partnership firm, having no separate legal existence apart from its partners cannot legally have a parent company in any conceivable way which alone demonstrates the Respondent's deceit and dishonest use of the disputed domain name. The Respondent's defence, besides being highly implausible, fails to satisfy the threshold of 'bona fide offering of goods and services'. The fact remains that the so-called entity 'CodeQI' is being knowingly used as a pretext as well as to create an illusion of the Respondent's 'legitimate interest' in the disputed domain name. Furthermore, if



the disputed domain name had anything to do with “Code QI”, the Respondent would have registered it with a name containing the letters “QI”. However, that it is not the case here.

- e. It has been laid down in many landmark WIPO rulings that the Registrant has to show tangible and credible evidence in order to show trading activity, business plans and accompanying details, evidence from existing customers and other requirements to discharge its onus for proving legitimate rights. It is a settled principle of law bald averments on behalf of the Registrant are not adequate for discharging the onus of showcasing its ‘legitimate interest’ in a disputed domain which the Respondent in the present matter has failed desperately failed to establish. (Sony Group Corporation vs Manish Soni WIPO Case No. D2023-1438).
- f. It is an admitted position of fact that the Respondent has been neither licensed nor authorised by the Complainant to use its registered trademarks and has absolutely no association with the Complainant Company.
- g. The so-called explanation of bulk emails and ‘wide outreach’ to prospective buyers is unsupported by any credible evidence. Even otherwise, the quotation of an inflated figure to the Complainant while being in knowledge of the Complainant’s registered trademark is adequate evidence of Respondent’s bad faith.
- h. No evidence has been placed on record by the Respondent in order to demonstrate that it is commonly known or associated with the disputed domain name. On the contrary, the Complainant’s association with the disputed domain name is fortified by numerous social media articles and web pages which form a part of its complaint.

- i. The case law cited by the Respondent 'In Privilege Insurance Company Limited vs. Warren Snook (WIPO Case D2002-0870 is not applicable to the facts and circumstances of the present case in as much as the complainant, in the said case owned three registered trademarks of which "privilege" was common to all. The complainant was only able to register the mark "privilege" as a component of three different trademark and not of the word "privilege" itself. It was on account of the said reason that the arbitration panel did not find any similarity or grounds for confusion in this matter. Conversely, in the present manner, the disputed domain name is an exact reproduction of the Complainant's registered trademark and is likely to cause confusion in the minds of the general public as to its association with the Complainant herein.
- (o) A mere perusal of the WHOis details provided by the Registry demonstrates that the disputed domain name was admittedly registered by the Respondent on 01.09.2024. It is also an admitted fact that within a month, the Respondent was holding negotiations with the Complainant vide the email dated 24.10.2024, the relevant portion of which are again reproduced hereunder:
- 'Given the unique value this domain brings to your brand, the quoted price for acquisition is 25000 USD'
- (p) In view of the aforesaid, it is quite apparent that the Respondent had quoted the aforesaid inflated figure knowing that the Complainant has a legitimate interest and trademark in the disputed domain name and has thus knowingly violated the applicable INDRP Rules and Policy. The said fact alone counts as an incontrovertible evidence of bad faith usage of the disputed domain name. Furthermore, given that the disputed domain name was put on sale in an extremely short length of time from the date of its



registration, the Respondent's concocted story of 'bona fide offering of goods and services' is liable to be negated.

(q) In view of the aforesaid submissions each without prejudice to the other, it is abundantly clear that the Respondent has failed to discharge its onus and that the requirement of Clause 4(b) of the INDRP Policy stands satisfied in the present matter.

(14) The domain name was registered and is being used in bad faith:

Submission by Complainant in SOC

(a) As substantiated above, vide emails dated 24.10.2024 as well as 11.11.2024, the price for the disputed domain name was quoted to be 25000 USD (about 21 lakhs in INR) which was made at the behest of the Respondent.

To quote a portion of the email dated 24/10/2024: -

"This email is regarding the business domain Brocode.in available for acquisition, which is a rare availability until acquired by another business. I have this domain for a short period, so let me know if you would like to acquire it."

To quote a portion of email dated 11/11/2024:-

"I have confirmed that the owner of the domain Brocode.in is willing to discuss its sale. Given the unique value this domain brings to your brand, the quoted price for acquisition is USD 25,000."

(b) That the Complainant states that the Respondent is not using the disputed domain name for any legitimate purposes. It is pertinent to mention that if the disputed domain name is opened on the browser, it shows that the disputed domain name is for sale.

(c) A copy of current status of disputed domain name evidencing that it is being sold was submitted as Annexure B.



- (d) That the Complainant states that the aforesaid conduct indicates that the respondent has registered or acquired the disputed domain name primarily for the purpose of selling or otherwise transferring the disputed domain name registration to the Complainant, who bears the name or is the owner of the Trademark or Service Mark, for 25000 USD or about 21 Lakhs in INR.
- (e) The Complainant states that the respondent is a habitual defaulter and has several websites under its name which are all for sale. The Respondent has about 210 domains out of which 7 are for sale, one of which is the disputed domain name. Therefore, it is quite apparent that the Respondent is primarily engaged in the business of 'cybersquatting.
- (f) The copy of screenshot of the Dynadot official website evidencing the aforesaid act of cybersquatting on behalf of Respondent was submitted as Annexure 9.
- (g) That the Complainant respectfully submits that the disputed domain name is extremely crucial to the Complainant's business and intellectual property rights, and it is its right to have the disputed domain name under its name. The continued possession of the disputed domain name by the Respondent, who has no legitimate rights or interests in it, causes significant harm to the Complainant's business operations and goodwill.

Submission by Respondent in SOD

- (h) To find that a domain name has been registered and is being used in bad faith requires an inference to be drawn that the respondent in question has registered and is using the disputed domain name to take advantage of its significance as a trademark owned by the complainant



- a. Brocode.in has presently and previously never hosted anything in relation to IndoBev product— evidence of non-alcoholic, good-faith use.
- b. Word “Code” aligns with nature of our software development business. Companies like CodeBrew.com, Beyondcodes.com supports usage of word “CODE” is common in IT industry. Hence, we chose word “BroCode” to extend our services in addition with parent company CODEqi.com
- c. We ourselves acquired Brocode.in domain at a premium amount for our business. Supports our legitimate interest in this generic domain name. However unforeseen expenditures and budget constraints made us take decision to consider selling it and which is a completely a business decision, all businesses are free to sell or buy digital assets or reinvest money for development of ongoing projects.
- d. Outreach was done broadly to multiple entities within coding industries and other businesses — not just the Complainant.
- e. Mode of Outreach were Marketplace (Open to world), LinkedIn, Emailing and Instagram outreach. – No specific targeting to complainant.
- f. This standard business outreach includes many companies some of them are like “CodeBrew”, “Bro Code Youtube python learning channel”, “CodingNinja”, “Brocode 24X7”, Brocode DJ” etc. through LinkedIn, Facebook, Instagram and auto email sending tool like Apollo.io which is a standard practice in IT business development and not targeted solely at the complainant.



- g. We received replies from multiple companies who showed interest. Furthermore, In India, buying and selling of Digital assets like “domain names” is legal.
 - h. Price was quoted only after repeated interest from complainant. (Email trail as attached by complainant, clearly shows no response from Respondent after initial email and Complainant was sending multiple follow up emails to get a price.
 - i. Mr. Rajesh Bajaj (from Indobeys), called telephonically several times and said verbatim, “We need this domain at any cost, send us the pricing”
 - j. The \$25,000 price was quoted after repeated queries — standard domain transaction behavior, not extortion.
 - k. No Bad Faith – Transparent and Broad Business Sale Offer.
 - l. The price was based upon the initial value we paid and finding a suitable replacement domain to build on, that both had suitable branding and similar SEO characteristics for our company.
- (i) Supporting Case: Tanishq Titan Company Limited v. Danny Sullivan (WIPO Case D2021-1860). \$50,000 domain offer not bad faith. Mere quotation to sell is not bad faith.

Submission by Complainant in Rejoinder

- (j) In so far as the Respondent’s submissions qua the bad faith registration are concerned, it is reiterated that the Respondent has nowhere denied the email communications exchanged between the parties and the Respondent’s inflated quotation which by itself stands as incontrovertible evidence for the Respondent’s attempt to knowingly gain commercial leverage through the disputed domain



name knowing very well that the domain name directly incorporates the trademark of the Complainant in its entirety.

- (k) The Respondent's reliance on the case law titled 'Tanishq Titan Company Limited vs Danny Sullivan (WIPO Case D2021-1860)' to assert that mere quotation to sell is not bad faith is again misconceived in as much as a bare reading of the said case law reveals that the conclusion of the Panel was absolutely opposite to the Respondent's assertions. In the said case, the panel majority found that the disputed domain name was being held in bad faith and the same was deemed liable to be transferred to the Complainant therein. Moreover, contrary to the assertions of the Respondent, the fact that the complainant approached the Respondent for acquisition of the disputed domain name was found to be of no relevance by the Panel in the above-cited case law. Thus, the Respondent's ill-conceived contention of reverse domain Hijacking deserves no consideration from this Hon'ble Tribunal and is liable to be dismissed.
- (l) Similarly, the Respondent's reliance on the case law titled 'Deutsche Welle v. DiamondWare Limited, WIPO Case D-2000-1202' is also liable to be negated for the sole reason that the facts and circumstances of the present matter are completely distinguishable from the facts which form the basis of the above-cited decision. In the said case law, the Registrant was operating the disputed domain name prior to the registration of the Complainant's mark and as such, the Complainant had failed to demonstrate its rights in the disputed domain name. In contradistinction to the above, in the present matter the Complainant has not only demonstrated its trademark registration in the disputed domain name to predate the domain name registration, but the disputed domain name is an exact reproduction of the Complainant's trademark. Therefore, the



Complainant is well within its rights to seek transfer of the disputed domain name.

- (m) Without prejudice to any of the above, assuming without admitting that the disputed domain name was registered for the business activities of the so-called parent company 'CodeQI', it is submitted that association of the Complainant's trademark through the disputed domain name with the said entity runs the risk of tarnishing its reputation since the disputed domain name has been acquired for unlawful/illegal purposes. 'CodeQI' claims to be an IT Company, however, its webpage reveals advertising for services pertaining to 'Cannabis Deliveries' which is against the law of the land. Thus, assuming the Respondent's submissions to be correct, the said fact alone satisfies Clause 4(c) of the INDRP Policy which is reproduced hereinbelow:

'the Registrant's domain name has been registered or is being used in bad faith or for illegal/unlawful purpose'.

- (n) The copy of the screenshot evidencing the advertising on 'Cannabis Deliveries' is being enclosed herewith and marked as ANNEXURE-B.
- (o) Moreover, the evident identity between Respondent's domain name and Complainant's marks, domain name incorporating 'BROCODE' is likely to mislead, confuse and deceive Complainant's customers as well as the general public as to the source, sponsorship, affiliation or endorsement of Respondent's disputed domain name. The documents produced by the Complainant show that the disputed domain name is identical and confusingly similar to that of the Complainant's trademark. The said fact remains unopposed as well and constitutes evidence of bad faith. In QRG Enterprises Limited & Havells India Limited Vs. Zhang Mi, INDRP/852 it was held that "Such



registration of a domain name based on awareness of a trademark is indicative of bad faith registration under the Policy."

(p) Further in Amazon Technologies Inc. Vs. Mr. Alex Parker, INDRP/I 166 it was held that "The Respondent's registration of the domain name <amazonemi.in> is likely to cause immense confusion and deception and lead the general public into believing that the said domain name enjoys endorsement or authorized by or is in association with and/or originates from the Complainant. The foregoing circumstances lead to the presumption that the domain name in dispute was registered and used by the Respondent in bad faith."

(q) As stated above, the email communications exchanged between the parties which have not been denied by the Respondent coupled with the Respondent's complete lack of legitimate interest in the disputed domain name undisputedly show the Respondent's intention to sell the disputed domain name to the complainant for a consideration which is way beyond its cost of out-of-pocket expenses, at an inflated price and knowing very well that the Complainant is the actual trademark owner.

OTHER LEGAL PROCEEDINGS:

(15) Submission of Complainant

Complainant has not submitted anything on the issue.

REMEDY SOUGHT:

(16) Submission of Complainant

That the Complainant in light of the facts and circumstances of this Complaint, respectfully prays that this Hon'ble Tribunal may kindly:



- a. Direct the transfer of the disputed domain name i.e. 'bro code.in' in the name of the Complainant or in alternative, cancel the same in accordance with the. In Registry policy.
- b. Direct the Respondent to bear the costs of these proceedings incurred due to their illegal and unethical actions.
- c. Pass any such further and other reliefs as deemed appropriate.

(17) Submission of Respondent

- a. Dismiss the Complaint in full.
- b. Affirm Respondent's legitimate interest and absence of bad faith.
- c. That the Panel consider a finding of Reverse Domain Hijacking (RDNH).
- d. Grant compensation for harassing and Reverse domain name hijacking.

DISCUSSION AND FINDINGS:

(18) After going through the correspondence, this AT comes to the conclusion that the Arbitral Tribunal was properly constituted and appointed as per Clause 5 of the INDRP Rules of Procedure and Respondent has been notified of the complaint of the Complainant.

(19) Under Clause 4, of the .IN Domain Name Dispute Resolutions policy (INDRP), the Complainant has filed a complaint to .IN Registry on the following premises:

- (a) the Registrant's domain name is identical or confusingly similar to a Name, Trademark or Service Mark in which the Complainant has rights; and
- (b) the Registrant's has no rights or legitimate interest 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.

(20) The other facts related to this case are-

(a) Brocode trade mark was registered by Complainant on 14.11.2017

(b) The respondent made the partnership firm name – Shubhavana Builders & Engineers on 20.02.2021. As per Respondent's submission, this firm was made un-operational in 2022 and started an IT development company by the name CODEQi.com.

The Respondent failed to file any evidence with respect to the scope and objectives of this IT Company and also the work done and/or services provided till date as mentioned therein. Also Respondent failed to showcase whether/how the CODEQi.com is under the umbrella of parent partnership company Shubhavana Builders & Engineers.

(c) brocode.in, the disputed domain name was registered by Respondent on 01.09.2024

(d) Respondent put this domain –barcode.in for sale by sending bulk mail (as per their submission) on 24.10.2024 i.e. after 53 days of acquiring the same.

(e) As per the Respondent email dated 24.10.2024, it has been mentioned that – *'I have this domain for a short period, let me know if you would like to acquire it'*

(f) Respondent submitted that- *We bought this domain from a domain marketplace at premium price. As domain marketplaces are legal in India, buying it at premium price proves its value and our legitimate interest in expanding our business name.*

No evidence submitted in support of their above statement, especially to prove that the disputed domain name -brocode.in was previously available in the market which was bought by Respondent from a domain market at premium price.

(g) Complainant's mail dated 26.10.2024, 31.10.2024, 08.11.2024 and 11.11.2024(01:57 PM) reflects they repeatedly ask for the response from Respondent for submitting their financial offer for acquiring disputed domain. Respondent's mail dated 11.11.2024(06:01 PM) gave offer of 25000 USD. Again Complainant mail dated 11.11.2024(07:09 PM) and 14.11.2024 (02:50PM) requested Respondent for call and submission of documents and finally in response to Complainant's mail, submitted documents vide their mail dated 14.11.2024(05:35 PM). Looking to these correspondences AT is of the opinion that this is not the case of cybersquatting and Reverse Domain Hijacking.

(21) The Registrant's domain name is identical or confusingly similar to a Name, Trademark or Service Mark in which the Complainant has rights:

Facts & Findings

(a) From the submissions made in para 12(b), 12(c), 12(e), 12(f), 12(g)f, other facts of the case in para 20, the citations of various WIPO and other case laws, AT is of the opinion that the trademark "brocade" was registered long back and is a recognized brand on social media so use of trademark in any form infringes the rights of complainant.

On the basis of the above mentioned facts, the Arbitral Tribunal concludes that the Complainant has established 4(a) of the .IN Domain Name Dispute Resolution Policy (INDRP) and accordingly satisfies the said Clause of policy.

(22) The Registrant's has no rights or legitimate interest in respect of the domain name:

Facts & Findings

(a) From the submissions made in para 13(c), 13(d), 13(e), 13(n), other facts of the case in para 20, the citations of various WIPO and other case laws,

AT is of the opinion that the Respondent have failed to produce any evidence regarding establishment of CODEQi.com (an IT company who is using the disputed domain for its internal branding) under the umbrella of parent partnership firm. This being the root of the case to establish its rights on the disputed domain, the Respondent submission does not seems to be convincing regarding their right or legitimate interest in the disputed domain.

On the basis of the above mentioned facts, the Arbitral Tribunal concludes that the Complainant has established 4(b) of the .IN Domain Name Dispute Resolution Policy (INDRP) and accordingly satisfies the said Clause of policy.

(23) The Registrant's domain name has been registered or is being used either in bad faith or for illegal/unlawful purpose:

Facts & Findings

- (a) As per above para 14, both the parties submitted their pleading which are mainly moving around the correspondence of acquiring the disputed domain name. Looking to these submissions and the facts mentioned in above para 20, AT is of the opinion that the act of Respondent of giving offer to acquire the domain only after 53 days of registration and non-submission of any evidence to establish that the disputed domain was acquired on premium cost does not seems to be convincing.

On the basis of the above mentioned facts, the Arbitral Tribunal concludes that the Complainant has established 4(c) of the .IN Domain Name Dispute Resolution Policy (INDRP) and accordingly satisfies the said Clause of policy.

(24) ARBITRAL AWARD

I, **Rajesh Bisaria**, Arbitrator, after examining and considering the pleadings and documentary evidence produced before and having applied mind and considering the facts, documents and other evidence with care, do hereby publish award in accordance with Clause 5 and 18 of the INDRP Rules of Procedure and Clause 11 of .IN Domain Name Dispute Resolution Policy (INDRP), as follows:

Arbitral Tribunal orders that the disputed domain name

“brocode.in”

be forthwith TRANSFERRED from Respondent to Complainant.

AT has made and signed this Award at Bhopal (India) on 04.06.2025 (Fourth Day of June, Two Thousand Twenty-Five).

Place: Bhopal (India)

Date: 04.06.2025



(RAJESH BISARIA)

Arbitrator