



TAMILNADU

22 JUL 2025

ED 846204

M. Shirijha BEFORE THE SOLE ARBITRATOR

[Signature]
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UNDER THE .IN DOMAIN NAME DISPUTE RESOLUTION POLICY
PRESENT :: TMT.M.SHIRIJHA, B.Sc.,M.L.

23rd JULY 2025

COMPLAINT INDRP Case No. 1959

IN THE MATTER OF AN ARBITRATION
FOR A DISPUTE RELATING TO THE
DOMAIN NAME "xoompay.in "

PayPal, Inc.

2211 North First Street,
San Jose, California 95131,
United States of America

...Complainant

-verses-

Name: www.xoompay.in

Organization: XoomPay Limited

Registrant Street: London

Registrant City: London

Registrant State/Province: London

[Signature]

Registrant Postal Code: E17AX
Registrant Country: GB
Registrant Phone: (+880)1322690789
Registrant Phone Ext: Not Available
Registrant Fax: Not Available
Registrant Fax Ext: Not Available
Registrant Email: social@xoompay.in

... Respondent

AWARD PASSED UNDER THE INDRP RULES OF PROCEDURE
& THE ARBITRATION AND CONCILIATION ACT, 1996

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I. PARTIES TO THE ARBITRATION

1. The Complainant is PayPal, Inc., 2211 North First Street, San Jose, California 95131, United States of America represented by their Advocate Mohandas Konnanath, RNA,

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IP Attorneys, 401-402, 4th Floor, Suncity Success Tower, Sector-65, Golf Course Extension Road, Gurgaon-122005, Haryana. Email: mkonnanath@rnaip.com.

2. The Respondent is Xoompay.in, London, Great Britan, Postal Code – E17AX and contact number and email Id are (+880)1322690789 and social@xoompay.in. Name: Xoompay.in

II. APPLICABLE LAW AND JURISDICTION

The .IN Domain Name Dispute Resolution Policy

The present arbitration proceeding is under and in accordance with the .IN Domain Name Dispute Resolution Policy (the Policy) which was adopted by the National Internet Exchange of India (NIXI) and sets out the legal framework for resolution of disputes between a domain name registrant and a Complainant arising out of the registration and use of an .IN Domain Name. By registering the domain name "xoompay.in" with the NIXI accredited Registrar, the Respondent has agreed to the resolution of disputes under the .IN Dispute Resolution Policy and Rules framed thereunder. The Policy and the .IN Domain Name Dispute Resolution Rules of Procedure posted 2020 (the Rules) were approved by NIXI in accordance with the Arbitration and Conciliation Act, 1996.

III. Filing of the Complaint and Constitution of the Arbitral Tribunal

1. The Complainant filed the Complaint under the .IN Domain Name Dispute Resolution Policy against the Respondents, seeking transfer of the Domain "xoompay.in" to the Complainant, following which, the .IN Registry sought the consent of **Tmt.M.SHIRDIHA** (the undersigned), who is a listed .IN Dispute Resolution Arbitrator under 5 (a) of the Rules, to act as Arbitrator in the said matter.



2. On 4th April 2025, the Arbitral Tribunal consisting of the said **Tmt.M.SHIRIJHA** as Sole Arbitrator was constituted under 5(b) of the Rules in respect of the Complaint filed by PayPal, Inc. against the Respondent who is the Registrant of the domain name "xoompay.in".

3. On perusing the documents, The Arbitral Tribunal directed the Complainant to file the proper Vakalth executed by the Complainant which was compiled on 15th April 2025. Further clarification made by the Arbitral Tribunal regarding the Authority of the Executant of the Power of Attorney on behalf of the Complainant has been complied with by the Complainant and immediately thereafter, on 20th May 2025, the Arbitral Tribunal issued the Notice of Arbitration under 5(c) of the Rules. to the parties for commencement of Arbitral Proceedings.

4. The Arbitral Tribunal has been constituted properly and in accordance with the Arbitration and Conciliation Act 1996, the INDRP Policy and the Rules as amended from time to time. No party has objected to the constitution and jurisdiction of the Arbitral Tribunal and to the arbitrability of the dispute.

IV. THE DOMAIN NAME, REGISTRAR & REGISTRANT

The particulars of the registration of the domain name "xoompay.in" as found in the .IN Registry database are set out below:

Domain Name	Name: <u>www.xoompay.in</u>
Registrant Name	XoomPay Limited , London Registrant Postal Code: E17AX



Registered on	June 28, 2024.
Organisation	NA
Email	social@xoompay.in
Phone No.	(+880)1322690789
Registrar with whom subject domain name is registered	Xoompay.in, London, Great Britain, Postal Code – E17AX

V. PROCEDURAL HISTORY

1. The Sole Arbitrator **Tmt.M.Shirijha** was appointed On 4th April 2025, for the INDRP case no. 1959 regarding the Complaint dated February 2025 filed under the INDRP.

2. On perusing the documents, The Arbitral Tribunal sought for clarification regarding the Authority of Executant of Power of Attorney document filed along with the Complaint to represent the case on behalf of the Complainant, based on which Vakalath is filed by the Counsel on 5th May 2025 and on perusal, as per the directions of the Arbitrator, the Corrected Vakalath is filed by the Learned Counsel on 17th June 2025. Thereafter, on 18th June 2025, the Arbitral Tribunal issued the Notice of Arbitration under 5(c) of the Rules to the parties for commencement of Arbitral Proceedings.

3. On 16th July 2025, the Complainant's learned Counsel informed the Arbitral Tribunal that the Notice along with the copy of the Complaint with the annexures sent on 20th June 2025 to the respondent has been returned unserved as 'Address Incomplete. Return to Sender' and the soft copy of the sent via email has been received by the



Respondent and submitted the delivery proof. The submission made on behalf of the Complainant was accepted by the Tribunal after perusing the documents on 17th July 2025 and Accordingly the Service made to the Respondent was held sufficient and as the Respondent did not appear before the Tribunal nor filed their version, even though sufficient opportunity was given, they were set exparte.

VI. COMPLAINANT'S CONTENTIONS IN BRIEF:

1. This Complaint is based on PayPal, Inc.'s XOOM trademark, used in connection with payment software and related services., registered in the United States in 2011 and in countries around the world including India. The Complainant is a global online payment provider; it offers fast, secure, and easy ways for consumers and merchants to send and receive payments online, including cross-border payments, through its websites and downloadable apps, and other related software and services. Under its XOOM brand, the Complainant offers a website, mobile payment app and related services that allow users to send money, pay bills and reload mobile phone accounts for family and friends. The Complainant also uses the stylized mark "XOOM" in connection with the same software and services, which was first registered in the U.S. in 2014, and used in countries around the world, in both black and white and green versions. Since the service launched in at least as early as 2003, the Complainant and its predecessor Xoom Corporation have continuously used the mark XOOM in connection with its goods and services and the official website for Xoom is xoom.com which the Complainant (and its predecessor) has owned and operated since well before the Respondent registered the domain www.xoompay.in on June 28, 2024. Today, the Complainant's Xoom app and services have a large and loyal user base available in approximately 160 countries around the world having approximately 4.5 million monthly visitors. As a result of the complainant's continuous use of the mark and success, the XOOM mark is well-known around the world for which The Complainant has invested much time, effort and monies in the promotion and marketing due to which The mark XOOM is inextricably associated with the Complainant and the same connotes and denotes only the



Complainant. By virtue of longstanding and extensive use, and registrations in several countries of the world including India, the Complainant's XOOM mark has earned substantial goodwill and reputation and members of the trade and public associate the said mark with the Complainant and no one else and hence is a valuable asset of the Complainant's business for the immeasurable reputation and goodwill.

2. According to the WHOIS search database, the Respondent's organization name is mentioned as 'XoomPay Limited located in Great Britain. However, the Respondent's further contact details in this administrative proceeding have been masked for privacy. the domain name www.xoompay.in was registered on June 28, 2024, subsequent to the adoption and use of the mark XOOM by the Complainant making clear that the disputed domain name incorporates the Complainant's well-known, prior adopted, extensively used, registered trademark XOOM in its entirety and has been registered in bad faith. The Respondent is misusing and misappropriating the Complainant's mark XOOM as their domain name www.xoompay.in to misrepresent trade connection with the Complainant and lend legitimacy to their business operations which was not authorized and the Respondent does not have any connection/ association/ affiliation with the Complainant and thus, its act in using the registered XOOM mark as part of its domain name www.xoompay.in is per se illegal . It is submitted that as per the information on the Respondent's website, they claim to offer Payment gateway for personal and commercial use, User-friendly interface and secure transactions, Global support for payment methods and currencies, etc.

Hence this Complainant is filed to stop the said misuse and for the transfer of the Disputed Domain name in favour of the Complainant.

VII. DISCUSSIONS AND FINDINGS:

The Hon'ble Apex Court of India has repeatedly held that even in an uncontested matter the Plaintiff's case must stand on its own legs and it cannot derive any advantage by the

absence of the defendants. Accordingly, A Complainant who alleges that the disputed domain name conflicts with its legitimate rights or interests must establish the following three elements required by Paragraph 4 of the INDRP Policy namely:

- a) The Respondent's domain name is identical and confusingly similar to the trademark or service mark in which the Complainant has rights.
- b) The Respondent has no rights or legitimate interests in respect of the domain name
- c) The Respondent's domain name has been registered or is being used in bad faith.

Accordingly, the Arbitral Tribunal shall deal with each of the elements as under

a) Whether the Respondent domain name www.xoompay.in is identical and/or deceptively similar to domain name and trademarks of the Complainant?

i) The copy of the trademark registration certificate of Domain Name 'XOOM' and WHOIS records shows Complainant is the owner of the said trademark registrations in India. It is further evident from the WHOIS records that The disputed domain name by Respondent, i.e. www.xoompay.in was acquired long after the 'XOOM' trademark was recognised.

ii) The Extensive Annexures shows that The Complainant holds XOOM 'trademark registrations in India and because of the extensive use and promotion of the trademark and the brand has gained recognition. The Complainant submits that the overwhelming success of the Complainant's mark XOOM as being synonymous with electronic funds transfer, payment software and related services has resulted in the Complainant gaining extensive goodwill and reputation in the said mark worldwide and in India and On account of its extensive use and popularity, the domain name/mark XOOM is exclusively associated with the Complainant and none other and hence the Complainant owns the intellectual property in the trademark and domain name "XOOM" including its trademark registrations and domain name registrations.



iii) It is the contention of the Complainant that the domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights. They claim that the Impugned Domain Name incorporates the word 'xoom' as its leading and essential feature, which is identical with the distinctive, leading and essential feature of the Complainant's mark XOOM. It is their further contention that The Respondent is using the Impugned Domain Name to provide services which are identical to the services provided by Complainant., which gives a false impression that the Impugned Domain Name is the India-specific domain name of the Complainant. It is further submitted that irrespective of the inclusion of the additional term the Respondent's use of the trademark XOOM along with the Complainant's proprietary color combination as in impugned logo to offer the overlapping services on the hosted website only aggravates the likelihood of confusion and provided evidence with the Annexures. In support of their contentions, Reliance is made by them on the following decisions: *"A domain name is 'nearly identical or confusingly similar' to a complainant's mark when it 'fully incorporates said mark.'"* PepsiCo. Inc. v. PEPSI SRL, WIPO Case No. D2003-0696 ; *'yahoosignup.com domain name was confusingly similar to complainant's famous YAHOO! mark "* (Yahoo! Inc. v. Chan, FA162050); *"The mere addition of common terms such as 'sports,' 'basketball,' 'soccer,' 'volleyball,' 'rugby' and the like to the 'PEPSI' mark, does not change the overall impression of the designations as being domain names connected to the Complainant"*(PepsiCo., FA466022); *"<sapcertified. com> and <sapcertified.info> are confusingly similar to the trademark owned by the Complainant since, pursuant to a number of prior decisions rendered under the Policy, the addition of a descriptive term to a trademark is not a distinguishing feature."* (SAP AG vs. PrivacyProtect.org/John Havard [WIPO Case No. D2013-1097, August 9, 2013]; *"<sapcertified. com> and <sapcertified.info> are confusingly similar to the trademark owned by the Complainant since, pursuant to a number of prior decisions rendered under the Policy, the addition of a descriptive term to a trademark is not a distinguishing feature"* (SAP SE v. Mohammed Aziz Sheikh, Sapteq Global Consulting services [WIPO Case No. D2015-0565, May 19, 2015]



iv) As contended by the Complainant it is true that The addition of the descriptive word 'pay' is not a distinctive factor and will only cause confusion whether the infringing domain name www.xoompay.in pertains to the Complainant's India operations or not. There is quite chance of The users likely to assume that it is a sponsored or approved listed site of the Complainant directed towards the internet users and customers as it carries out similarly related business as that of the Complainant 's business of software services, allowing users to send payments to others. Further A domain name registrant may not avoid likely confusion by simply adding a descriptive or non-distinctive term to another's mark. Here the domain name merely adds the descriptive term "pay" to the XOOM Mark which directly refers to the Complainant's XOOM.

v) Even in various cases like *Inter Ikea Systems B.V. v. Polanski*, WIPO Case No. D2000-1614; *General Electric Company v. Recruiters*, WIPO Case No. D2007-0584; *Microsoft Corporation v. Step-Web*, WIPO Case No. D2000-1500; *CBS Broadcasting, Inc. v. Y2K Concepts Corp.*, WIPO Case No. D2000-1065. The INDRP Tribunals have held that "supplementing or modifying a trademark with descriptive words does not make a domain name any less "identical or confusingly similar" for purposes of the Policy'. Moreover, the submission made on the side of the Complainant that 'The use of the terms 'pay' does not distinguish the Impugned Domain Name from the Complainant's trademark/ name, and in fact, aggravates the likelihood of confusion and/or association with the Complainant' has force and convincing.

vi) Then the question arises whether The subject domain name is highly similar in appearance, sight, sound, and connotation to Complainant's XOOM ' Marks, as claimed by them. It is their claim that the Respondent's use of the trademark XOOM along with the Complainant's proprietary color combination as in impugned logo offer the overlapping services on the hosted website only aggravates the likelihood of confusion.

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vii) The Complainant submits that the overwhelming success of the Complainant's mark XOOM as being synonymous with electronic funds transfer, payment software and related services has resulted in the Complainant gaining extensive goodwill and reputation in the said mark worldwide and in India and On account of its extensive use and popularity, the domain name/mark XOOM is exclusively associated with the Complainant and none other. They submit that the Complainant owns the intellectual property in the trademark and domain name "XOOM" including its trademark registrations and domain name registrations. The Annexures submitted, supports their claim.

Hence this Tribunal holds that the Complainant has established their case under Paragraph 4 of INDRP i.e. The Respondent's domain name is identical and confusingly similar to the trademark or service mark in which the Complainant has rights and decides in favour of them.

b) Whether the Respondent has no rights or legitimate interests in respect of the domain name?

i) To pass muster under Paragraph 4(b) of the INDRP Policy, the Complainant has to show that the Respondent has no rights and legitimate interests in the disputed domain name under Paragraph 6 of the Policy.

ii) The Complainant's case is that the Respondent is not a part of nor is it related to the Complainant and they have never assigned, granted, licensed, sold, transferred or in any way authorized the Respondent to use Complainant's trademark XOOM as a part of Respondent's trade name; The Respondent is misusing and misappropriating the Complainant's mark/ name XOOM as part of their domain name www.xoompay.in as well as on the contents of their website to misrepresent trade connection with the Complainant and



lend legitimacy to their business operations and On information and belief, Respondent is not commonly known by the disputed domain name.

iii) In support of their contention, the Complainant relied on the following decisions

In *Uniroyal Engineered Products Vs Nauga Network Services D 2000-0503* (WIPO July 18, 2000), the Panel determines that Complainant has rights in the trademarks "NAUGA", "NAUGAHYDE", "NAUGALON" and "NAUGAFORM". Based on the September 9, 1969 date of Complainant's registration of the trademark "NAUGA", and without prejudice to Complainant's earlier-arising rights in the marks (e.g., "NAUGAHYDE"), the Panel determines that Complainant's rights in the trademark arose prior to Respondent's registration, on October 21, 1998 and January 15, 1999, respectively of the disputed domain names "nauga.net" and "naugacase.com". The Respondent is not and has never been known by the XOOM mark or by any similar name. b) In *Broadcom Corp. v. Ibecom PLC, FA 361190* (FORUM Dec. 22, 2004) (finding no rights or legitimate interests where there was nothing in the record to indicate that Respondent was commonly known by the domain name).

iv) From the evidence placed before this Tribunal, it is clear that The Complainant has used the XOOM mark continuously well before the disputed domain which was registered on June 28, 2024, by the Respondent by investing millions of dollars in popularizing and seeking registration of the XOOM trademark and domain name www.xoom.com. and thus it is needless to say that the Complainant has acquired rights in the XOOM mark. It is already held that the Respondent's domain name is identical and confusingly similar to the trademark or service mark in which the Complainant has rights and decides in favour of them. Considering the Respondent is using 'XOOM' as the domain name www.xoompay.in and dealing in identical services, it directly conflicts with the Complainant's well-known and registered XOOM mark/domain name. And the said activities of the Respondent will eventually lead to an assumption that the Respondent enjoy some affiliation, association, sponsorship or any legal relationship with the Complainant, which is denied by the Complainant. If really the Respondent has acquired any such interest, right to use the said

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domain name, which is exclusively used by the Complainant, they should have come forward before this Tribunal and produced the evidence in support of their case. But having remained *exparte*, it is needless to say that they don't have any case in their favour. This Tribunal is in full agreement with the decisions cited by the Complainant wherein In *Charles Schwab & Co., Inc. v. Josh Decker d/b/a I GOT YOUR TIX*, WIPO Case No. D2005-0179 (Apr. 20, 2005) and *Accord Young Genius Software AB v. MWD, James Vargas*, WIPO Case No. D2000-0591 (Aug. 7, 2000), it was held that "Where a Respondent has constructive notice of a trademark, and yet registers a confusingly similar domain name thereto, the Respondent cannot be said to have a legitimate interest in the domain name". in *Fair Isaac Corp. v. Michele*, FA486147: *Google Inc. v. Mikel M Frieje*, FA0102609 (Forum Jan. 11, 2002); *Google Inc. v. Jan Jeltjes*, DAU2008-0012 (Forum October 20, 2008) it was held that "there is no evidence to show that the Respondent is affiliated with, associated with, or otherwise endorsed by the Complainant. Hence Unlicensed and unauthorized use of a domain that incorporates a complainant's trademark is strong evidence that a respondent has no rights or legitimate interest in the domain name".

v) It is pertinent to note that it is very unlikely that the Respondent, who deals with the similar services as that of the Complainant legitimately decided on the term "XOOM" without any reference to the Complainant's valuable brand XOOM. The Respondent is not and has never been known by the XOOM mark or by any similar name. Moreover the Respondent has remained *exparte* and has not shown any evidence if he has been authorized or licensed by the Complainant to use its trademark in any way. Once a *prima facie* case is made by the Complainant, respondent carries the burden of demonstrating rights or legitimate interests in the domain name. and If the Respondent fails to do so, a Complainant is deemed to have satisfied paragraph 4(a)(ii) of the UDRP.

Accordingly, the Arbitral Tribunal finds that the Complainant has made out a *prima facie* case that the Respondent has no rights and legitimate interests in respect of the



disputed domain name <WWW.XOOMPAY.IN> as Complainant has never assigned, granted, licensed, sold, transferred, or otherwise authorised Respondent to register or use the Disputed Domain Name / Trademark and the same is also not used for making legitimate non-commercial use. Thus, it satisfies the second element under Paragraph 4 (b) of the Policy.

c) Whether the Respondent domain name was registered or is being used in absolute bad faith?

i) This Tribunal has already held that the Complainant has satisfied the first three elements of the Policy. We have concluded that the Complainant has established by the fact that (a) the Impugned Domain Name is confusingly similar to the Complainant's prior trademark/name XOOM (b) the Respondent is providing services identical to those of the Complainant (c) the Respondent is portraying itself to be the Complainant and/or closely associated with the Complainant. Whether these elements amounts to Registration of the disputed Domain name by the Respondent in absolute bad faith has to be seen

ii) The Complainant pleads that The Domain Name was registered or is being used in bad faith which is evident because the domain name is obviously connected to a well-known trademark, and having fully aware of the Complainant's XOOM mark when Respondent registered the Disputed domain name. in support of their contention they submitted the following decisions: "Where a domain name is so obviously connected to a well-known name it is opportunistic bad faith." (Exxon Mobil Corp. v. Fisher, WIPO Case No. D2000-1412 (finding that Respondent had actual knowledge of Complainant's EXXON mark given the worldwide prominence of the mark and thus Respondent registered the name in bad faith); Twitter, Inc. v. Accueil des Solutions, Inc., WIPO Case No. D2014- 0645 ("The Panel finds that taking into account the significant reputation associated with the Trade Mark, there is no conceivable legitimate use of the Disputed Domain Name by the Respondent"); Twitter, Inc.



v. Ozkan, WIPO Case No. D2014-0469 ("Under the circumstances, the Panel does not hesitate in ruling that Respondent registered the disputed domain name in bad faith. Complainant's trademark is famous, and there are few conceivable good-faith uses for the disputed domain name by others. The Panel infers that Respondent knew of Complainant's trademarks and Respondent registered its confusingly similar domain name in an attempt to draw Internet users to its own website").

iii) They further plead that Respondent's bad faith is supported by Respondent's use of the disputed domain is an attempt to attract internet users to a competing website, on which Respondent attempts to pass itself off as Complainant. The Learned Counsel cited the decision in *Bittrex, Inc. v. Wuxi Yilian LLC*, FA1760517 (FORUM Dec. 27, 2017) (finding bad faith per Policy ¶ 4(b)(iv) wherein it was held that "Respondent registered and uses the <lbittrex.com> domain name in bad faith by directing Internet users to a website that mimics Complainant's own website in order to confuse users into believing that Respondent is Complainant or is otherwise affiliated or associated with Complainant." in the case in hand also, Respondent's bad faith is clear, as pleaded by the Learned Counsel as the Respondent is using the disputed domain to resolve to a website that contains content intended to mislead users that the website is affiliated with Complainant, by offering a payment gateway service called "xoompay" —which is Complainant's XOOM mark with the descriptive term "pay" added to it—and using "xoompay" in a typeface and green color that is directly copied from Complainant's XOOM logo. Respondent's use of the disputed domain for this purpose is further evidence of Respondent's bad faith. Evidence is placed before this Tribunal to show that the disputed domain name resolves to a website that, on information and belief, Respondent is using for a "phishing" scheme designed to deceive internet users into voluntarily divulging private information, by deceptively imitating Complainant and Such use of the domain name is evidence of bad faith use and registration. Even in *The Royal Bank of Scotland Group plc and Isle of Man Bank Limited v. Alan Rosier*, it was held that bad faith

plays role where Respondent engaged in a phishing venture, "as it attempts to use deception to artfully purloin the information of Complainant's potential and actual customers"

iv) Moreover, The Respondent's use is also not a bona fide offering of goods or services or legitimate non-commercial or fair use because, on information and belief, Respondent uses the domain name in connection with a "phishing" scheme designed to deceive internet users into voluntarily divulging private information. The disputed domain name resolves to a website that apparently attempts to steal personal information from users who mistakenly believe that the website is a legitimate site affiliated with the Complainant. The website has "Get Started" link, which leads to a form that invites users to provide personal information, including their name and email address. This activity demonstrates the Respondent has no legitimate rights or interests in the Domain Name. (The Royal Bank of Scotland Group plc and Isle of Man Bank Limited v. Alan Rosier, FA0903001250584 (FORUM Apr. 29, 2009) (Respondent's engagement in phishing constitutes wholly sufficient evidence of Respondent's lack of rights and legitimate interests; Capital One Fin. Corp. v. Howel, FA289304 (FORUM Aug. 11, 2004) (finding that using a domain name to redirect internet users to a website that imitated the complainant's credit application website and attempted to fraudulently acquire personal information from the complainant's clients was not a bona fide offering of goods or services or a legitimate non-commercial or fair use).

v) This Tribunal fully agree with the contention of the Complainant that The Respondent's use of the disputed domain to resolve a website that makes unauthorized use of Complainant's mark is intentionally designed to mislead users to believe that the website is connected to the Complainant and its software and services are neither a bona fide offering of goods or services nor a Complainant's XOOM logo Respondent's "xoompay" logo legitimate non-commercial or fair use of the Domain Name. (PayPal, Inc. v. Dev HD / 4ae, FA2310002065460 . As there is no credible legitimate reason for the Respondent to have chosen to adopt the disputed domain name consisting of an identical XOOM mark. Which



establishes the facts that a) the Respondent used the <XOOM > trademark without consent from the Complainant. b) Respondent was aware of Complainant's rights in its well-known trademark as a consequence of Complainant's substantial use of the trademark which predates before the Respondent acquired the domain name. c) The domain name is only registered with no apparent legitimate purpose and holding on to the same with absolute no justification except to make wrongful profit therefrom. d) The Respondent impersonated the Complainant's domain name <XOOM> which demonstrates its purpose to deceive users for commercial benefit and to harm Complainant's business by redirecting people to the infringing domain name and also making illegitimate commercial gains by banking on the hard-earned goodwill and reputation of the Complainant which is done in bad faith.

vi) It is pertinent to note here that the Respondent herein has also registered a website namely, www.xoompay.com for which The Complainant herein has filed a complaint before the Alternative Dispute Resolution Forum (ADR) and The complaint was taken on record and the Panel was appointed by the ADR. Further to the service of the complaint, the Respondent failed to file the response and The Panel held that as the Complainant has established all three elements required under the ICANN Policy, it is Ordered that the domain <xoompay.com> domain name be TRANSFERRED from the Respondent to the Complainant.

vii) Moreover, as rightly contended by the learned Counsel for the Complainant, A finding of bad faith is also appropriate here because Respondent's unauthorized registration and use of the disputed domain name prevents Complainant from registering the disputed domain name. Companies routinely purchase domain names containing their entire trademarks, so it is reasonable for the relevant public to believe that the disputed domain name, which contains the Complainant's well-known XOOM mark, would resolve to a website owned or operated by the Complainant and as held in WIPO Case No. D2000-1493 ,



"consumers expect to find a company on the Internet at a domain name address comprised of the company's name or trademark"

Hence The Arbitral Tribunal accepts the contentions of the Complainant and holds that the Respondent domain name <"xoompay.in"> has been registered with an opportunistic intention and is being used in bad faith. Therefore, the third element in paragraph 4(c) of the Policy has been satisfied.

VIII. DISPOSITIONS

The Arbitral Tribunal holds that the three elements set out in paragraph 4 of the INDRP Policy that

i) The Respondent domain name "xoompay.in" is identical and confusingly similar to the name, trademark and brand name XOOM by the Complainant.

ii) The Respondent has no rights or legitimate interests in the domain name xoompay.in and

iii) the same has been registered in bad faith.

have been established by the Complainant and hence It is entitled for the relief sought for.

For the foregoing reasons stated above, The Arbitral Tribunal directs that:
The Disputed Domain name xoompay.in be transferred to the Complainant PayPal, Inc.
2211 North First Street, San Jose, California 95131, United States of America.

Place: Chennai

Dated: 23rd July 2025



(M.SHIRIJHA)

Sole Arbitrator,

The Arbitral Tribunal