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 Purchased by : S S RANA AND CO
 Description of Document : Article 12 Award
 Property Description : AWARD
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 First Party : VIKRANT RANA
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 Stamp Duty Amount(Rs.) : 100
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IN-DL33000224086421X

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

ARBITRATION AWARD

Disputed Domain Name: <ingka.in>

IN THE MATTER OF

Ingka Holding B.V.
Postbus 42,
2300AA Leiden,
The Netherlands

..... Complainant

-----versus-----

REDACTED FOR PRIVACY (as per WHOIS records)

Bridge Street,
Kington,
HR5 3DJ, GB
Email: shmike@foxmail.com

..... Respondent

Signature

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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1. The Parties

The **Complainant** in this arbitration proceeding is **Ingka Holding B.V.**, a holding company with its principal place of business at Postbus 42 2300AA Leiden The Netherlands.

The **Respondent** in this arbitration proceeding is '**REDACTED FOR PRIVACY**', of the address: Bridge Street, Kington, HR5 3DJ, GB as per the WHOIS records.

2. The Domain Name, Registrar and Registrant

The present arbitration proceeding pertains to a dispute concerning the registration of the domain name <INGKA.IN> with the .IN Registry. The Registrant in the present matter is '**REDACTED FOR PRIVACY**' as per the WHOIS records, and the Registrar is **Spaceship, Inc.**

3. Procedural History

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

Date	Event
January 20, 2025	NIXI sought consent of Mr. Vikrant Rana to act as the Sole Arbitrator in the matter. The Arbitrator informed of his availability and gave his consent vide email on the same date, along with the Statement of Acceptance and Declaration of Impartiality and Independence in compliance with the INDRP Rules of Procedure.
January 27, 2025	NIXI handed over the Domain Complaint and Annexures thereto to the Arbitrator.
January 28, 2025	The Arbitrator directed the Complainant's Counsel to serve a full set of the domain complaint as filed, along with annexures, upon the Respondent by email as well as physical mode (in case Complaint had already not done so) and provide proof of service within seven (7) days.

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January 29, 2025	Complainant's Counsel vide email, confirmed having served the documents upon the Respondent via email and further submitted that they were unable to serve the hard copy of the complaint via courier upon the Respondent, as the parcel was returned to them with the reason that the Respondent's address was incomplete.
January 31, 2025	The Arbitrator accordingly commenced arbitration proceedings in respect of the matter. Respondent was granted time of fourteen (14) days, to submit a response, i.e. by February 14, 2025.
February 17, 2025	As no response was received from the Respondent within the stipulated time period, in the interests of justice, the Arbitrator granted a final extension of three (03) days to respond to the complaint.
February 21, 2025	As no response was received from the Respondent, the Arbitrator concluded proceedings and reserved the present award.

4. **Factual Background – Complainant**

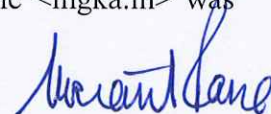
Counsel for the Complainant, on behalf of the Complainant in the present matter, has, inter alia, submitted as follows:

- i. That the Complainant is a holding company fully owned by Stichting INGKA Foundation (“*INGKA Foundation*”), a Dutch foundation with a charitable purpose, namely, to create a better everyday life for the many people in need. INGKA Foundation operates the websites www.ingkafoundation.org, and reaches its charitable purpose as the sole funder, providing funding to the philanthropic grantmaking organization IKEA Foundation. The sole focus of IKEA Foundation is to create brighter lives on a livable planet through philanthropy and grant making, and the organization is independent of the retail business of IKEA. In this regard, the Complainant has annexed excerpts from their website as Annexure A.
- ii. That the Complainant is affiliated with and shares its roots with the IKEA Group of companies. IKEA is one of the world's biggest home furnishing companies, founded already 1943 in Småland, a landscape in southern Sweden. INGKA Foundation was founded in 1982 by Ingvar Kamprad (the founder of IKEA). The tradename/ mark

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INGKA (“Complainant’s trademark”) is coined from the first letters of the founder’s first and last name, **Ingvar Kamprad**.

- iii. That the Complainant and its controlled entities, consists of three business areas: IKEA Retail, INGKA Centres and INGKA Investments. IKEA Retail is the core business of INGKA Group and consists of more than 392 IKEA stores in 32 countries worldwide. Each year, INGKA Group welcomes more than 657 million customers in their stores and around 4.3 billion visitors on www.ikea.com.
- iv. That the Complainant has, besides www.ingkafoundation.org, registered several domain names containing the trademark INGKA, including the domain name <ingka.com>. In this regard, Complainant has annexed list of domain names including INGKA registered by the Complainant as Annexure B. The domain name www.ingkacentres.com is operated by the affiliated company INGKA Centres Holding B.V. The INGKA websites are collectively referred to as the ‘Complainant’s websites’. In this regard, Complainant has annexed excerpts from their group website www.ingka.com as Annexure C.
- v. IKEA India, part of INGKA Group opened its first retail store in Hyderabad in August 2018. It is present online in Mumbai, Pune, Hyderabad, Gujarat, Bengaluru, and 62 more markets around these regions. Three big format IKEA stores are operational in Hyderabad, Navi Mumbai, and Bengaluru, and one city store in Mumbai. In this regard, Complainant has annexed documents in support of the same as Annexure D.
- vi. That the Complainant’s trademark INGKA is a coined and invented trademark. That the Complainant is the proprietor of a number of trademark registrations for the trademark INGKA in several countries of the world including in India. In this regard, Complainant has annexed a list of trademark registrations and applications owned by the Complainant as Annexure E. The lists reveals that all of the Complainant’s trademark registrations were filed before the disputed domain name <ingka.in> was registered.



- vii. The Complainant has further emphasized that their trademark registration for the mark **INGKA** under no. 3726798 stands registered since June 15, 2017 in classes 2, 4, 7, 8, 9, 11, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 31, 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44. Further, the Complainant's trademark registration for the mark **INGKA** under no. 4090945 stands registered since September 12, 2018 in classes 4, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44. In this regard, the Complainant has annexed copies of Registration Certificates as Annexure F.
- viii. That the Complainant has been vigilant in taking action against similar domain names, and in this regard has submitted that in the UDRP Panel's decision in WIPO Case No. D2023-1633, the sole panelist ordered the transfer of the domain name <ingka.foundation> as the entirety of the Complainant's mark is reproduced within the disputed domain name. In this regard, Complainant has annexed the said arbitral award received in the Complainant's favour as Annexure G.

5. Contentions And Legal Grounds Submitted By The Complainant

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

A. The Respondent's domain name "ingka.in" is identical to a name, trademark/ trade name in which the Complainant has rights

- i. That the disputed domain incorporates the Complainant's trademark INGKA in its entirety and hence is identical to the Complainant's trademark.
- ii. That a disputed domain name which wholly incorporates a Complainant's trademark is sufficient to establish identity or confusing similarity for the purpose of INDRP, and in this regard, Complainant has placed reliance on *ITC Limited v. Travel India (INDRP Case No. 065)*.
- iii. That the disputed domain name completely incorporates the trademark / service mark of the Complainant and the gTLD ".in" will not distinguish the disputed domain name

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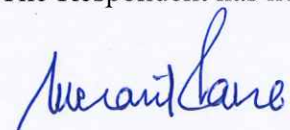
from the Complainant's trademark. It is a settled principle that gTLD is not to be considered when determining the similarity of the domain name with a mark under the first element, and in this regard, the Complainant has placed reliance on *Nike Inc. v. Nike Innovative CV Zhaxia (Case No. INDRP/804)*.

B. The Respondent has no rights or legitimate interests in respect of the domain name

- i. That the Respondent has not made any use and/or demonstrable preparations to use the disputed domain name consequently, they are not commonly known by this disputed domain name.
- ii. That the disputed domain name <INGKA.IN> is prominently advertised for sale and features PPC links as well as links to the Complainant's websites as evident from Annexure H. Thus, the Respondent's conduct of displaying PPC links cannot be seen as bonafide offering of services.
- iii. That prior UDRP decisions have consistently held that Respondents that monetize domain names using pay-per-click links have not made a bona fide offering of goods or services that would give rise to rights or legitimate interests in a disputed domain name. Thus, the Respondent is not using the Disputed Domain Name to provide a bona fide offering of goods or services as allowed under Policy, nor a legitimate noncommercial or fair use as allowed under Policy. Reliance has been placed on *Legacy Health System v. Nijat Hassanov, WIPO Case No. D2008-1708*.
- iv. There is no license, consent or other right by which the Respondent would have been entitled to register or use the disputed domain name or to use the Complainant's registered and famous trademark INGKA.

C. The disputed domain name has been registered in bad faith

- i. That the Respondent has no plausible justification for registering the disputed domain name <INGKA.IN> which incorporates the coined and invented mark INGKA, and running PPC links on the same or for listing the same for sale. The Respondent has no prior right and no authorization to use the trademark INGKA.



- ii. That the Respondent registered the disputed domain name subsequent to the adoption and use of the Complainant's renowned trademark, presumably with the intent to leverage the fame of the **INGKA** trademark to attract internet users and potentially sell the disputed domain name.
- iii. That the Respondent's offer for sale of the disputed domain name is probative of their bad faith. Even if the Respondent did not have in mind whom to sell the domain name, the Respondent's general offer to sell the domain name shows that the Respondent knew or should have known that someone with rights in the INGKA name would have an interest in the domain name. Reliance has been placed on *CEAT Limited, CEAT Mahal, v. Vertical Axis Inc. / Whois Privacy Services Pty Ltd, WIPO Case No. D2011-1981*.
- iv. The Respondent has intentionally attempted to attract users to the Respondent's website or other on-line location, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of the Respondent's website or location or of a product or service on the Respondent's website or location.
- v. That prior panels have held that the Respondent's bad faith was found from intentionally attempting to attract/gain internet users to the Respondent's website or other online location by creating a likelihood of confusion with Complainant's trademark. Reliance has been placed on *Bharti Airtel Limited vs. Rajeev Garg, INDRP Case No. 285*.

6. Reliefs claimed by the Complainant (Paragraphs 10 of the .IN Policy and 3(b)(vii) of the .IN Rules)

The Complainant has requested that the domain name <INGKA.IN> be transferred to them.

7. Respondent's Contentions

As already mentioned in the procedural history of the matter, despite having been duly served with a copy of the Domain Complaint as filed, and thereafter granted adequate time to respond to the same, the Respondent had not submitted any response thereto, or in fact any

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communication of any kind to the Arbitrator during pendency of arbitral proceedings in the matter.

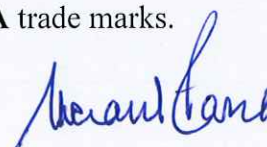
8. Discussion and Findings

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

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

i. The Registrant's domain name is identical or confusingly similar to a name, trade mark or service mark in which the Complainant has rights
(Paragraph 4(a) of the .IN Domain Name Dispute Resolution Policy)

- In the present domain dispute, the Complainant has furnished information about their trade mark rights over the mark **INGKA** in several countries of the world including in India.
- The Complainant has also provided details of various domain names, comprising its **INGKA** trade mark.
- The Complainant has also submitted that the disputed domain incorporates the Complainant's trademark **INGKA** in its entirety and hence is identical to the Complainant's trademark.
- The Complainant has also made submissions and provided evidence in respect of its prior adoption and use, as well as reputation in its **INGKA** trade marks.



- The Complainant has further submitted that the mere addition of the gTLD ".in" does not prevent a finding of confusing similarity with the Complainant's **INGKA** trade mark, and the Arbitrator accepts the submission.

Accordingly, it may be stated that the disputed domain name <**INGKA.IN**> is confusingly similar to the Complainant's **INGKA** trade mark, and incorporates the same in entirety.

In view of the aforesaid, the Arbitrator accepts that the Complainant's rights in its trademarks, under Paragraph 4(a) of the INDRP has been established.

ii. **The Registrant has no rights and legitimate interest in respect of the domain name (Paragraph 4(b) and Paragraph 6 of the .IN Domain Name Dispute Resolution Policy)**

As per paragraph 6 of the Policy, a Registrant may show legitimate rights and interests in a domain name, by demonstrating any of the following circumstances:

- (a) before any notice to the Registrant of the dispute, the Registrant's use of, or demonstrable preparations to use the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services;*
- (b) the Registrant (as an individual, business, or other organization) has been commonly known by the domain name, even if the Registrant has acquired no Trademark or Service Mark rights; or*
- (c) the Registrant is making a legitimate non-commercial or fair use of the domain name, without the intention of commercial gain by misleadingly or diverting consumers or to tarnish the Trademark or Service Mark at issue.*

In this regard, in the absence of any rebuttal from the Respondent, and in light of the below assertions of the Complainant, the Arbitrator accepts the Complainant's assertion, that the Respondent has no rights or legitimate interests in the disputed domain name in accordance with Paragraph 4(b) of the INDRP.



- The Respondent's registration of the disputed domain name is much subsequent to the Complainant's adoption of the INGKA mark.
- The Complainant has not authorized, licensed or otherwise allowed the Respondent to make any use of its **INGKA** trade mark, in a domain name or otherwise.
- The Respondent is not commonly known by the disputed domain name.
- The Respondent's past use of the disputed domain name to redirect internet users to a website featuring links, which appear to be pay-per-click links.
- The disputed domain name is listed for sale.
- The Respondent is not using the disputed domain name in connection with a bona fide offering of goods or services.

As such, Respondent, by choosing not to respond to the Complaint, has failed to satisfy the conditions enshrined in paragraph 6 of the INDR Policy.

In the present domain dispute, the Respondent has not joined the arbitral proceedings, despite being duly served with the domain complaint, and consequently, not come forward with any assertion or evidence to show any bonafides. Thus, as mentioned above, in view of the lack of assertions on part of the Respondent, coupled with the other contentions put forth by the Complainant, the Arbitrator accepts the Complainant's assertion, that the Respondent has no rights or legitimate interests in the disputed domain name in accordance with Paragraph 4(b) of the INDRP.

iii. The Registrant's domain name has been registered or is being used in bad faith (Paragraph 4(c) of the .IN Domain Name Dispute Resolution Policy)

In this regard, Complainant has *inter alia* contended the below points regarding Respondent's bad faith:

- The Respondent has no prior right and no authorization to use the trademark **INGKA**.
- The Respondent's awareness that the trademark **INGKA** is popular and famous world over including in India. As the Complainant has been using the trademark **INGKA** extensively and continuously since the year 2018 in India. Thereby, the

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Respondent had constructive notice of the Complainant and its rights in the mark **INGKA**.

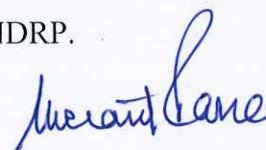
- The disputed domain name <INGKA.IN> is prominently advertised for sale for an amount that far exceeds the Respondent's out-of-pocket expenses in registering the domain name.
- The use of the disputed domain name by the Respondent is solely with mala fide intentions in order to deceive people browsing on the Internet into believing that the disputed domain name is associated with the Complainant.

In this regard, it is pertinent to reiterate that the Respondent has not submitted any reply or rebuttal to the Complainant's contentions, or any evidence in support of its bona fide registration or use of the disputed domain name.

In view of the submissions of the Complainant, specifically regarding the relevance of paragraph 7(a) and 7(c) of the .IN Policy in the present domain dispute, the Arbitrator finds that the Respondent's registration and use of the disputed domain name prima facie appears to constitute conduct as mentioned in the above paragraphs 7(a) and (c) of the Policy.

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

In view of the aforesaid, the Arbitrator concludes that the Complainant has satisfactorily proved the requirements of Paragraph 4(c) and Paragraph 7 of the INDRP.



9. Decision

Based upon the facts and circumstances, the Arbitrator allows the prayer of the Complainant and directs the .IN Registry to transfer the domain <INGKA.IN> to the Complainant.

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


Vikrant Rana, Sole Arbitrator

Date: March 10, 2025.

Place: New Delhi, India.