



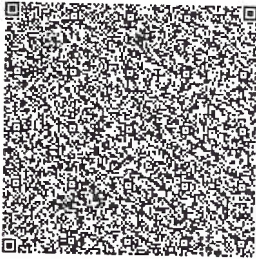
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL08512215171916P
Certificate Issued Date : 21-Jul-2017 03:49 PM
Account Reference : IMPACC (IV)/ dl845303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL84530318155075526754P
Purchased by : ASHOK KUMAR SINGH
Description of Document : Article 12 Award
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ASHOK KUMAR SINGH
Second Party : Not Applicable
Stamp Duty Paid By : ASHOK KUMAR SINGH
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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BEFORE THE SOLE ARBITRATOR UNDER THE .IN DISPUTE RESOLUTION POLICY

IN THE MATTER OF:

Acko Technology & Services Pvt. Ltd.
Unit #5 – B, 'B' Wing, 3rd Floor, Krislon House, Saki Vihar Road,
Opp. Marwah Center, Saki Naka,
Andheri (East), Mumbai – 400072

...Complainant

Vs.

Shashank Singh
A/004, Sangeet Complex Bldg. 10,
Jesal Park, Bhayander East,
Bhayander, Maharashtra - 401105

...Respondent

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Statutory Alert:

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A. THE PARTIES

The Complainant in this arbitration proceeding is Acko Technology & Services Pvt. Ltd., a private limited company incorporated under Indian Companies Act, 2013, having its principal place of business in Mumbai, India.

The respondent in this arbitration proceeding is Shashank Singh of the address A/004, Sangeet Complex Bldg. 10, Jesal Park, Bhayander East, Bhayander, Maharashtra.

THE DOMAIN NAME AND REGISTRAR

The disputed domain name is www.ackoinsurance.in. The Registrar is GODADDY.COM, LLC, 14455 N Hayden Road, Suite 226, Scottsdale, Arizona, AZ 85260, USA.

PROCEDURAL HISTORY:

I was appointed as the Arbitrator by .IN registry, to adjudicate upon the complaint of the Complainant, regarding the dispute over the domain name <www.ackoinsurance.in>.

.In Registry has supplied the copy of the Complaint and annexures to me. Accordingly the Tribunal entered upon the reference. The dates and events took place thereafter are summarised below:

26.05.2017 The Tribunal sent an email to the parties informing them about his appointment as an Arbitrator and directed NIXI to supply the copy of the complaint with annexures to the Respondent and to provide the tribunal with the details of the service record.

26.05.2017 In accordance with INDRP Policy read with INDRP Rules of Procedure, notice of arbitration was sent to the Respondent with the directions to file his reply within 15 days from the receipt of the said email or the receipt of the copy of the complaint, whichever is later.

On the same day, Counsels/Representative of the Complainant sent the soft copy of the Complaint and the annexures to the Tribunal.

29.05.2017 NIXI informed the Tribunal that the consignment containing the complaint and the annexures has been delivered to the respondent.

15.06.2017 The Tribunal informed the parties about the delivery of the complaint and annexures to the respondent. Since time to file the response by the respondent had expired and no response was received from him, in the



interest of justice, another opportunity was given to the respondent to file his response within seven (7) days thereafter.

- 16.06.2017 The counsel of the respondent informed the Tribunal that he was engaged only two days back and as such sought another opportunity to file reply in four weeks.
- 21.06.2017 Though sufficient opportunity was granted to the respondent to file the reply, in the interest of justice, a last opportunity was granted to file his reply within seven days from the receipt of the email sent in this regard.
- 28.06.2017 The counsel of the Respondent again sought an extension of two days to file the reply as the last and final opportunity.
- 29.06.2017 The Tribunal directed the respondent to file his reply to the complaint of the complainant by 30th June 2017 and granted time to the Complainant to file its rejoinder if any, by 7th July 2017.
- 30.06.2017 The counsel for the Respondent filed his reply to the complaint of the Complainant.
- 07.07.2017 The Counsel for the Complainant filed its rejoinder to the reply of the respondent.
- 14.07.2017 The Counsel for the Respondent again sent an email making further submission that the complainant had got an award from WIPO in respect of the domain name ackoinsurance.com and involved in forum-shopping
- 17.07.2017 The counsel for the Complainant responded to the above email that the complainant approached to WIPO for another domain name ackoinsurance.com and award has been passed in its favour and the respondent has not taken any steps to challenge the same, which shows that he is not doing any legitimate business and has purchased the domain name for extorting money.

The Tribunal has perused the pleadings of the parties and the documents placed on record. The analysis of the same is as under:

B. COMPLAINANT'S SUBMISSIONS:

The relevant submissions of the Complainant as per the Complaint are as under:



1. It was incorporated on September 7, 2016, is the holding company that carries on business under its trade/service name/mark ACKO. Acko General Insurance Limited is its wholly owned subsidiary, which carries on the business of providing general insurance.
2. The brand ACKO was adopted by the Complainant in May 2016 when the domain name 'acko.in' was registered by its representative on its behalf. The same has now been transferred to the Complainant. In July 2016, the Complainant purchased the domain 'acko.com' from a third party, Bandroot LLC, USA, in order to pursue its business under the said brand. The Complainant spent considerable amount of money and skill to develop a website www.acko.com which is being used by the Complainant to educate the general public on insurance related topics. The website www.acko.in is redirected to www.acko.com.
3. That ever since their incorporation, the brand ACKO has been in use as a prominent part of the trade names of the Complainant and Acko General Insurance Limited and potential customers and members of the relevant trade are aware that the same belongs to the Complainant. It is also in the notice of the media.
4. The Complainant has applied for registration of the trade name and mark 'ACKO TECHNOLOGY & SERVICES LTD.' in respect of its services falling in Class 42 at the Indian Trade Marks Registry to protect its trade / service name / mark.
5. The trade name and mark 'ACKO GENERAL INSURANCE LIMITED' has been applied for registration by Acko General Insurance Limited in respect of its services falling in Class 36 at the Indian Trade Marks Registry, the same being permitted by the Complainant. The Complainant has claimed use since September 7, 2016, the date of incorporation of the Complainant.
6. The Complainant claims that the name/mark ACKO is distinctive, unique and an invented mark derived from the word 'Echo' as the Complainant operates with the philosophy to resonate or echo the customers' requirements and fulfill them. A mere mention of the said name/mark establishes an identity and connection with the Complainant and Acko General Insurance Limited and none else.
7. It owns all the rights in the aforesaid trade/service names and marks. The use of the brand ACKO either as a mark, name, domain name, or in any other form whatsoever constitutes passing off and is a violation of the Complainant's rights in the same. The use of the disputed domain name by the Respondent amounts to misrepresentation and the Respondent by doing so is indulging in unfair competition.



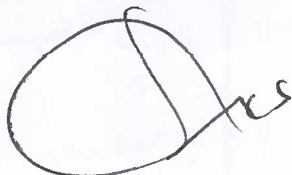
8. The Complainant recently came to know that somebody has obtained a domain name registration for 'ackoinsurance.in'. The Complainant immediately searched the WHOIS database for the disputed domain name and found that it is registered in the name of the respondent. The Complainant alleges that the intention of the Respondent is mala fide and devious as the disputed domain name registration is the verbatim duplication of the Complainant's domain name and also includes the term 'insurance' which is the area of business of the Complainant's subsidiary, Acko General Insurance Limited.
9. It immediately contacted the Respondent over the phone and in good faith, intimated that it is the proprietor of the mark and name ACKO and asked for transfer of the disputed domain name to the Complainant. The Respondent stated that he will be able to transfer the disputed domain name only in exchange of a fee of USD 30,000 and also sent an email to the Complainant's representative on January 23, 2017 stating the same. The Complainant feeling aggrieved filed the present complaint.
10. The Complainant submits that the domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights. It further submits that a mere glance at a disputed domain name gives rise to enormous confusion as to its origin as it is identical to the prominent part of the corporate names of the Complainant and Acko GI. It is submitted that not even a single letter differs between the disputed domain name and the corporate names of the Complainant and Acko GI. Mere addition of the generic term 'Insurance' is not at all capable to dispel the confusing similarities arising from the incorporation of the complainant's trademark 'ACKO' in the disputed domain name. The Respondent has never been known by the name of ACKO nor does he have any active business under the same name / brand and the use of term ACKO either as a mark, name, domain name or any other form without the prior express permission of the complainant constitutes violation of the complainant's rights.
11. The Complainant also alleged that the Respondent has no right or legitimate interest in respect of the domain name, respondent has no proprietary or contractual right in any registered or common law trade mark corresponding in whole or in part to the disputed domain name. Respondent is also not running any website on the disputed domain name. The domain name suggests that the respondent is carrying on or proposes to carry on insurance business. As per information of the Complainant the respondent is neither carrying on nor proposing to do such business.



12. The Complainant also claims that the domain name was registered and is being used in bad faith. It is submitted that the domain name has been registered by the respondent to extract huge money from the complainant and respondent has offered to sell the disputed domain name to the complainant at a price well in excess of any reasonable expenses directly associated with the domain name.
13. The complainant has also relied upon the various decisions passed in WIPO cases or INDRP cases in support of its contentions and has prayed that the disputed domain name www.ackoinsurance.in be transferred to it and the cost be also awarded.

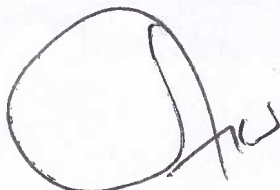
RESPONDENT'S SUBMISSIONS:

1. The Respondent has filed its reply wherein he has submitted as under:-
 - (i) That he purchased the disputed domain name on 25.10.2016, six months after the registration of 'acko.in' by the complainant. That the disputed domain name was available in the open market of the internet but the complainant had not bothered to purchase and register it.
 - (ii) That there is nothing that proves that the complainant has spent any considerable amount or skill for branding 'ACKO GENERAL INSURANCE LIMITED', prior to 25.10.2016.
 - (iii) That the media articles and news cuttings of the complainant are of the year 2017, much after the disputed domain name owned by the respondent. That it was only on 03.03.2017, that the complainant obtained the clearance from IRDA.
 - (iv) That the complainant is the unregistered user of the mark "ACKO", "ACKO TECHNOLOGY & SERVICES PRIVATE LIMITED" and "ACKO GENERAL INSURANCE LIMITED" and therefore has to prove the case of passing off against the respondent specifically proving that the marks have acquired distinctive reputation over the time.
 - (v) That if the complainant was prepared and serious to launch its mark in the general insurance sector, it would have first purchased any domain name which would have the word 'insurance' attached to it, instead of the domain 'ACKO.IN'
 - (vi) That it was approached by the complainant to transfer the disputed domain name to the complainant, but telephonically the respondent made it clear that



he is not going to transfer the same as he himself has some business plan. However, the complainant kept following up with the respondent and telephonically asked to give some figure for transfer, as it may help him in his business and also as an investment. On being asked repeatedly and in good faith the respondent replied to their email vide email dated 23.01.2017, unaware of the malafide of the complainant. But as of now, the respondent is not interested in selling, renting, or otherwise transferring the disputed domain name to anybody.

- (vii) That the Complainant has failed to prove that it has monopoly over the word 'Acko' or 'insurance' or the disputed domain name; it is an unregistered user of the said name, the documents attached to the complaint to show usage of www.acko.com or www.acko.in are of March 2017 and April 2017 after they got clearance from IRDA and much after the date of disputed domain name by respondent; the complainant's mark was not even in use before March 2017; the similarity in the respondent's domain name and the Complainant's mark is merely a co-incident.
- (viii) That it is an admitted case that he is a lawful registered owner of the disputed domain name and has absolute right over it, he is the prior user and he is not required to be authorized or seek license from the complainant to use it, the respondent would go for approvals from IRDA once its talks in this regard are finalized but the same does not affect its proprietary rights over the disputed domain name.
- (ix) That the Complainant has not met the burden of demonstrating bad faith and the respondent has not acted in bad faith; the disputed domain name does not interfere with the goodwill of the Complainant, which the complainant has failed to prove; the complainant has failed to prove that the respondent has made any attempt to intentionally attract any unsuspecting internet user to its domain name for any unlawful commercial; only on persuasion of the Complainant, the respondent agreed to transfer the domain name with some consideration in good faith as it was in need of money.
- (x) That he shall use the disputed domain name solely for his own business purpose and shall not indulge in any transaction which could jeopardize complainant's business. The Respondent has prayed that the present complaint of the complainant be dismissed with costs



COMPLAINANT' FURTHER SUBMISSIONS:

The Complainant submits in its Rejoinder that:

1. That the disputed domain was registered by the respondent in bad faith and to procure undue monetary gains from the Complainant; the Complainant is honest and bona fide proprietor of the trademark and trade name 'ACKO' and the same is exclusively associated with it and before registering the domain name the respondent ought to have or would have conducted a search to ascertain whether the primary word 'ACKO' and any domain names associated with it was registered in the name of any other party.
2. Since the Complainant's domain names 'acko.com' and 'acko.in' were registered prior to the registration of the disputed domain name, the respondent would have been aware of the Complainant's ownership of the said domain names; a basic search of the Register of Companies would have revealed the existence of the Complainant who operates under the trade name 'ACKO' as the same forms part of the Complainant's corporate name. The respondent's choice to register the disputed domain name despite the Complainant's prior rights over the word 'ACKO' shows malafides of the Respondent and the explanation of bona fides in registering the disputed domain name is only an afterthought and deserves to be rejected
3. The fact that the Respondent has added the word 'insurance' in the disputed domain name, along with the Complainant's trademark and trade name 'ACKO' proved that the respondent searched for and was aware of the presence of the Complainant in the insurance sector and its trademark rights over the word 'ACKO'. The respondent has neither applied for any license from the regulatory authority to conduct the alleged insurance business nor is running any website relating to insurance business from the disputed domain name; the respondent has no legitimate interest or rights in the disputed domain name.
4. The respondent had also registered a similar domain 'ackoinsurance.com' against which a complaint was filed at WIPO Arbitration and Mediation Centre and an order dated 13.06.2017 was granted in favour of the Complainant; The time of actual receipt of authorization/license by the Complainant from the Insurance Regulatory and Development Authority (IRDAI) to conduct its insurance business is immaterial and irrelevant to the present case since its trademark rights in the name 'ACKO' predate the respondent's registration of the disputed domain name and that there has been no manipulation or fabrication of facts in the Complaint.

5. The Complainant submits that mere presence of the Complainant's trademark and trade name ACKO in the disputed domain is sufficient to establish that the same is not generic and has been registered with full knowledge of Complainant's trade mark rights with an intention to extract undue gains; the respondent submissions contradicts its own claim in para 9 that his business is in insurance sector but however, on the other hand it claims that his business is different from the Complainant's insurance business, this is evidence of the fact that the respondent is trying to mislead the Tribunal; the respondent has chosen to register a domain name containing the word 'insurance' without even applying or getting any approval from the regulatory body, IRDA to conduct such a business, shows that the respondent has no interest in such a business.
6. The Complainant submits that it is not required to establish a case of passing off in a domain name complaint; only three elements are required to be established in a domain name complaint and all the three elements have been satisfied in the complaint; The Complainant objects to the use of the Complainant's prior trademark and trade name 'Acko' by the respondent in the disputed domain name, which is part of complainant's corporate name. The respondent has failed to justify his reason behind adoption and registration of the domain name consisting of complainant's trademark; mere glance at www.acko.com is sufficient to establish that the Complainant and its wholly owned subsidiary are into the insurance business; it is not necessary to own a registered trademark in order to register a domain name in which the applicant has legitimate interest or to file a complaint against registration of an identical or similar domain name.
7. The Complainant submits that it bonafidely purchased the domain 'acko.com' from a third party in July 2016 after its registration of the domain 'acko.in' in May 2016 since the Complainant wanted to have a top level domain using the same brand; the respondent's act of registering the disputed domain name in October 2016, without bothering whether any third party owns a domain name for the same name, prima facie establishes the mala fides of the respondent.
8. The Complainant submits that it is immaterial whether the Complainant has spent any amount for branding 'ACKO' prior to the date specified in the reply and it has already been established that the trademark and trade name ACKO was adopted and used by the Complainant prior to the registration of disputed domain name; the respondent has



failed to file any iota of evidence showing his interest or ownership of or any bona fide business through disputed domain name.

9. The Complainant submits that the respondent has conveniently skipped to mention 07.09.2016, the date of prior use of the mark 'ACKO Technology & Services Ltd by the Complainant; Complainant has no objection to the respondent's use of the word 'insurance' in its domain as it is not concerned with the area of the alleged business of the respondent, it is concerned with the respondent's use of the brand Acko in the disputed domain name; the respondent has failed to submit any documentary evidence in favour of its alleged ownership of the brand or preparation to conduct business under the disputed domain name.
10. The Complainant submits that the steps taken by a company in respect of its business is to first ensure that a brand and the domain consisting the brand are available, the complainant thus chose to first register a domain consisting its brand ACKO first; the respondent has failed to explain as to how and why it adopted the brand ACKO in respect of its alleged insurance business; the respondent in addition to complainant's trade mark/name has included the area of Complainant's business in the disputed domain name with an intention of domain name squatting so that the complainant is compelled to purchase the disputed domain name; Mere claims that the respondent is in talks or is aware or will apply for IRDAI approval to conduct its alleged business is not sufficient evidence of the respondent's legitimate rights in the disputed domain name.

Submissions made by the Respondent vide email dated 14.07.2017, in opinion of the Tribunal are not relevant for deciding the present complaint.

C. DISCUSSIONS AND FINDINGS:

The present proceedings have been conducted in accordance with Rule 8 (b) of the INDRP Rules of Procedure which states that "In all cases the Arbitrator shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case".

Rule 12 (a) of the INDRP Rules of Procedure provides that "*An Arbitrator shall decide a Complaint on the basis of the statements and documents submitted to it and in accordance with the Arbitration and Conciliation Act, 1996, Dispute Resolution Policy, the Rules of Procedure and any bye-laws, rules and guidelines framed there under and. any law that the Arbitrator deems to be applicable.*"



Under paragraph 4 of .IN Domain Name Dispute Resolution Policy, the Complainant is required to satisfy three conditions outlined below:

- i. The Respondent's domain name is identical or confusingly similar to the name, trade mark or service mark in which Complainant has rights;
 - ii. The Respondent has no rights or legitimate interest in respect of the domain name; and
 - iii. The domain name has been registered or is being used in bad faith.
- i. **The Respondent's disputed domain name is identical or confusingly similar to the name, trade mark or service mark in which Complainant rights.**

Complainant's submissions:

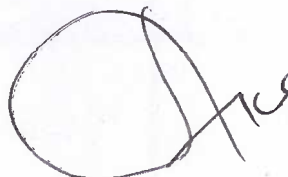
The Complainant has contended that the mark/name "Acko" is distinctive, unique and an invented mark and the mere mention of the said mark establishes identity and connection with the Complainant and no one else. The Complainant further contends that it owns all the rights including statutory and common law rights in the mark/name "Acko" and is entitled to protection under Trade Marks Act, 1999. The Complainant in support of its contentions has filed as evidence: details of pending trade mark applications for the mark(s) "Acko Technology & Services Ltd" and "Acko General Insurance Limited"; copies of invoices, few media reports etc.

Respondent's submissions:

The Respondent has contended that a mere similarity of some letters cannot be held as enough evidence to establish the element of being confusingly similar, where the complainant is to still start business and have no distinctive reputation in the market.

The Tribunal finds from the submissions and the evidence filed by the Complainant that the Complainant has been using the mark "Acko" per se only for the domain names and in conjunction with other words for its business/trade names and trade mark(s) which are detailed out below:

- a. Complainant registered the domain name acko.in on 23.05.2016 and acko.com on 23.07.2016;



- b. Complainant was incorporated under the provisions of Indian Companies Act, 2013, on 07.09.2016;
- c. Complainant has applied for registration of trade mark(s):
 - Application dated 23.02.2017 for the mark “Acko Technology & Services Ltd” in Class 42; and
 - Application dated 22.02.2017 for the mark “Acko General Insurance Limited” in Class 36.

In view of above, the Tribunal would like to point out that even though the mark “Acko” has been in use as a prominent part of the trade names/marks of the Complainant, but as per provisions of the Trade Marks Act, 1999, the Complainant cannot claim any exclusive proprietary rights in the mark “Acko” per se. It is a settled law that the proprietor gets exclusive right to the use the trade mark taken as a whole. The proprietor has to apply to register the whole and each such part as separate trade marks in order to claim right over any part of the mark, also they cannot restrain others from either using any part or word independently or in combination with other words. However, if the proprietor acquires any right by long use of those parts or words in relation to his trade, he may, claim his right by a passing off action and prevent exploitation of his mark.

However, the Tribunal also appreciates that the Hon’ble Supreme Court in its judgements has recognized Internet Domain Names as a part of Intellectual Property. It is a settled law that the original role of a domain name was no doubt to provide an address for computers on the internet. But the internet has developed from a mere means of communication to a mode of carrying on commercial activity. With the increase of commercial activity on the internet, a domain name is also used as a business identifier. Therefore, the domain name not only serves as an address for internet communication but also identifies the specific internet site, and distinguishes specific businesses or services of different companies.

Coming back to the present case, the disputed domain name consists of “Acko” (which forms a dominant part of complainant’s trade name and trade marks) followed by the generic term “Insurance”. Generic terms when used in conjunction with a trade mark or trade name do not diminish the possibility of confusing similarity between the disputed domain name and the mark of the complainant. In fact if a generic word is connected to the business of the complainant, the chances of confusing similarity increase even more as any consumer would

expect the complainant to use its trade mark or trade name in conjunction with the term which identifies its area of business.

Keeping the above in view the Tribunal finds that the complainant has adopted and used the mark "Acko" per say for its domain names and in conjunction with other words for its trade name and trade marks and thus have established its rights under this policy.

For the reasons discussed above, the Complainant has satisfied this condition that the disputed domain name is confusingly similar to the trade name and trade mark of the complainant.

ii. The Respondent has no rights or legitimate interest in respect of the domain name.

According to paragraph 7 of the .IN Dispute Resolution Policy, the following circumstances show Registrants rights or legitimate interest in the domain name for the purpose of paragraph 4 (ii)

- i. 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;*
- ii. 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*
- iii. the Registrant is making a legitimate non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.*

Complainant's Submissions:

The Complainant has contended that the Respondent has no proprietary or contractual rights in any registered or common law trade mark corresponding in whole or in part to the disputed domain name and the Respondent is not authorized or licensed by the Complainant to use its mark/name or to use the disputed domain name. The Complainant has also contended that the Respondent is not running any website on the disputed domain name and thus not doing any business from this domain. The Complainant has further contended that the use of the word 'insurance' in the disputed domain name suggests that the Respondent is carrying on or



proposes to carry an insurance business but as per the Insurance Regulatory and Development Authority (Registration of Indian Insurance Companies) Regulations, 2000, an applicant desiring to carry out an insurance business in India is required to obtain the relevant approvals from the Insurance Regulatory and Development Authority of India, which the Complainant believes that the Respondent has not obtained.

Respondent's Submissions:

The Respondent has stated that since he is the prior user and legal registered owner of the domain name/mark, his right is over the domain name is unquestionable and he is not required to be authorized or seek license from the complainant to use it. The respondent has further contended that he is a lawful registered owner of the domain name 'ackoinsurance.in' and has absolute right over it , hence, no proof of proprietary or contractual rights is required to be provided.

Under this condition, the Complainant is required to make a prima facie case that the Respondent lacks rights or legitimate interest in respect of the disputed domain name. From the contentions and the evidence produced, the Complainant has made a prima facie case against the Respondent and the burden of proving the rights or legitimate interest in respect of the disputed domain name shifts to the Respondent.

From the given circumstances, the Respondent has merely made tall and bald claims regarding his business and usage of the disputed domain name 'ackoinsurance.in' in regards to his alleged business but has failed to produce any cogent information or documents on record to establish that the Respondent has any bonafide/legitimate interest in using the disputed domain name 'ackoinsurance.in' for his business. It is pertinent to mention that the respondent in his reply to the complaint has alleged that his business is different and not overlapping from that of the Complainant but however, he has failed to disclose any actual business that he is carrying on or intends to carry on in near future. On the other hand, the respondent has made contradictory statements in his reply admitting that he would take approvals from IRDA for business in the insurance sector.

Even otherwise, it is clear that the Respondent is not carrying on any business under the disputed domain name and has never been commonly identified with the disputed domain name or any variation thereof prior to Respondent's registration of the disputed domain name.



Thus, the above facts and evidence establish that the Respondent has no right or legitimate interests in the disputed domain name under INDRP paragraph 4 (ii).

iii. The domain name has been registered or is being used in bad faith.

Complainant's submissions:

Complainant has contended that the disputed domain name has been registered by the Respondent to extract huge sums of money from the Complainant who has legitimate interest in the said domain name. The Complainant has filed evidence, i.e. an email showing that the Respondent was willing to sell the disputed domain name to the Complainant for an amount of USD 30,000.

The Complainant has also contended that through the disputed domain name, by activating a website, the Respondent may be able to represent itself as the Complainant or its authorized representative and cause damage to some third party by entering into transactions or contracts with them under the garb of being associated with the Complainant. Also the Respondent can transfer or sell the domain name to some competing interest of the Complainant who may damage the goodwill and reputation of the Complainant.

Respondent's submissions:

a. The Respondent has contended that the Complainant has not met the burden of demonstrating bad faith and the respondent has not acted with bad faith. The Respondent further contended that it was the complainant who repeatedly followed the respondent to get the domain name transferred on its name and only on its persuasion, the respondent had agreed to transfer the domain name with some consideration, but in absolute good faith as at that point it was in need of money. The Respondent thus admits that he was ready and willing to transfer the domain name on payment of amount demanded by him.

After perusing the contentions of both the parties and the evidence filed by the Complainant, the Tribunal finds the arguments of the Complainant persuasive. The complainant has filed document that establishes the respondent's intention and motive to merely gain monetary profit by selling the disputed domain name for USD 30,000 to the complainant.

The tribunal further finds that the complainant has no reasonable explanation for the registration and use of the disputed domain name except that the respondent seeks to

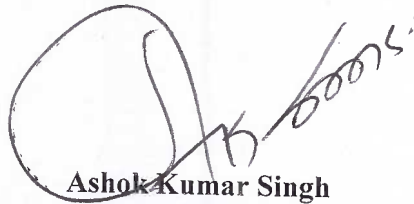


exploit the complainant's business to attract internet traffic to the respondent's website and to mislead customers to believe that the complainant and the respondent are associated with each other. This is further evinced from the fact that the respondent admittedly seeks to start a business in the same area of business as of the complainant and registration for the disputed domain name thus could not be a mere coincidence. Even otherwise the respondent has failed to provide any plausible explanation for his adoption of the disputed domain name and also has failed to produce any documents on record to show or establish his bonafide intention to start a business under the disputed domain name.

For the reasons discussed above the Tribunal finds the disputed domain name has been registered and used in bad faith under the policy.

D. DECISION:

In view of the above facts and circumstances and finding of the Arbitrator, the Complainant has succeeded in its complaint. .IN Registry of the NIXI is hereby directed to transfer the domain name of the Respondent i.e. <www.ackoinsurance.in> to the Complainant. The parties are left to bear their own cost. The Award is accordingly passed on this day of 01st August 2017.



Ashok Kumar Singh

Sole Arbitrator

Date: 01st August 2017