

# .IN Domain Name Dispute Resolution Policy (INDRP) | Registry.In

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## 1. Definitions

**Arbitrator** refers to the experts who have expertise on computer and/or laws, possess a high sense of professional ethics and are capable of rendering independent and unbiased decisions in domain name disputes.

**Complainant** refers to the person who has complaint against the Registrant.

**.IN Registry:** Wherever used in this policy and the rules hereunder .IN Registry refers to the National Internet Exchange of India (NIXI), a company registered under section 25 of the Indian Companies Act 1956.

**Person** includes an individual, institution, organization, company, partnership or any other legal entity etc.

**Registrar** shall mean a domain name registrar who is duly accredited with the .IN Registry pursuant to a Registrar Accreditation Agreement and is listed on the website of the .IN Registry, [www.registry.in](http://www.registry.in).

**"Registrant"** is a holder of the .in Internet domain name.

## 2. Purpose

This .IN Domain Name Dispute Resolution Policy (the "Policy") sets

out the terms and conditions to resolve a dispute between the Registrant and the Complainant, arising out of the registration and use of the .in Internet Domain Name.

### 3. **The 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 represents and warrants that:

- (a) the statements that the Registrant made in the Registrant's Application Form for Registration of Domain Name are complete and accurate;
- (b) to the Registrant's knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;
- (c) the Registrant is not registering the domain name for an unlawful purpose; and
- (d) the Registrant will not knowingly use the domain name in violation of any applicable laws or regulations.

It is the Registrant's responsibility to determine whether the Registrant's domain name registration infringes or violates someone else's rights.

### 4. **Types of Disputes**

Any Person who considers that a registered domain name conflicts with his legitimate rights or interests may file a Complaint to the .IN Registry on the following premises:

- (i) the Registrant's domain name is identical or confusingly similar

to a name, trademark or service mark in which the Complainant has rights;

(ii) the Registrant has no rights or legitimate interests in respect of the domain name; and

(iii) the Registrant's domain name has been registered or is being used in bad faith.

The Registrant is required to submit to a mandatory Arbitration proceeding in the event that a Complainant files a complaint to the .IN Registry, in compliance with this Policy and Rules thereunder.

## **5. Procedure of Dispute Resolution**

The .IN Registry shall appoint an Arbitrator out of the list of arbitrators maintained by the Registry.

The List of the Arbitrators shall be published on line by the .IN Registry on its website at [www.registry.in](http://www.registry.in).

The Arbitrator shall conduct the Arbitration Proceedings in accordance with the Arbitration & Conciliation Act 1996 as amended from time to time and also in accordance with this Policy and rules provided thereunder.

## **6. Evidence of Registration and use of Domain Name in Bad Faith**

For the purposes of Paragraph 4(iii), the following circumstances, in particular but without limitation, if found by the Arbitrator to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) 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

(ii) the Registrant has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the Registrant has engaged in a pattern of such conduct; or

(iii) 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.

## **7. Registrant's Rights to and Legitimate Interests in the Domain Name**

Any of the following circumstances, in particular but without limitation, if found by the Arbitrator to be proved based on its evaluation of all evidence presented, shall demonstrate the Registrant's rights to or legitimate interests in the domain name for the purposes 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.

## **8. Fees**

Except as otherwise stated in this policy or the Rules hereunder, all fees charged by the .IN Registry in connection with any dispute pursuant to this Policy shall be paid by the Complainant.

## **9. Involvement of Registry and the Registrar in Arbitration Proceedings**

The Registry and the Registrars shall not participate in the domain name dispute resolution proceedings in any capacity or manner other than providing the information relevant to the registration and use of the domain name upon the request of the Arbitrator. Neither the Registry nor the Registrar shall be liable for any decisions rendered by an Arbitrator.

## **10. Remedies**

The remedies available to a Complainant pursuant to any proceeding before an Arbitrator shall be limited to requiring the cancellation of the Registrant's domain name or the transfer of the Registrant's domain name registration to the Complainant. Costs as may be deemed fit may also be awarded by the Arbitrator.

## **11. Notification and Publication**

All decisions under this Policy will be published in full over the Internet, except when an Arbitration Panel decides in an exceptional case to edit portions of its decision.

## 12. Transfers During a Dispute

The Registrant shall not transfer a domain name registration to another holder:

(i) In case an Arbitration proceeding is initiated pursuant to this policy, for a period of fifteen (15) working days ("working day" means any day other than a Saturday, Sunday or public holiday) after such proceeding is concluded; or

(ii) during a pending court proceeding or arbitration commenced regarding the domain name, unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator.

The Registry reserves the right to cancel any transfer of a domain name registration to another holder that is made in violation of this paragraph.

## 13. Policy Modifications

The Government of India reserves the right to add, delete, amend or modify this Policy (and the rules framed thereunder) at any time. The revised policy shall be posted on the website of the registry at [www.registry.in](http://www.registry.in) at least Fifteen (15) calendar days before it becomes effective. The complaints submitted prior to the date of implementation of the revised policy would be entertained and decided in accordance with the policy in force at the time of filing the complaint. However, with effect from the date the revised policy comes in existence all complaints filed would be dealt with as per the

revised policy. The Registrants shall be bound by the terms and conditions of the policy, rules, guidelines, bylaws framed by the .IN Registry from time to time.