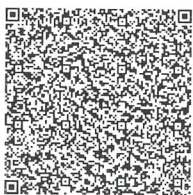




# Government of National Capital Territory of Delhi

Certificate No.	: IN-DL50731802814565X
Certificate Issued Date	: 16-Mar-2025 12:58 PM
Account Reference	: IMPACC (IV)/ dl755003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75500343642378076197X
Purchased by	: PRAVEEN KUMAR JAIN
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRAVEEN KUMAR JAIN
Second Party	: Not Applicable
Stamp Duty Paid By	: PRAVEEN KUMAR JAIN
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

**BEFORE THE SOLE ARBITRATOR  
MR. PRAVEEN KUMAR JAIN, ADVOCATE  
INDRP CASE NO. 1948**

**In Re:**

## Khadi & Village Industrial Commission

and

**Diksha Lath**

...Complainant

...Respondent

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at '[www.shcilestamp.com](http://www.shcilestamp.com)' or using e-Stamp Mobile App of Stockholding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Placen W.)

**BEFORE THE SOLE ARBITRATOR**  
**MR. PRAVEEN KUMAR JAIN, ADVOCATE**  
**INDRP CASE NO. 1948**

**In the arbitration between:**

**Khadi & Village Industrial Commission**

Gramodaya", 3, Irla Road  
Vile Parle (West), Mumbai  
Maharashtra, India - 400 056

...Complainant

and

**Diksha Lath**

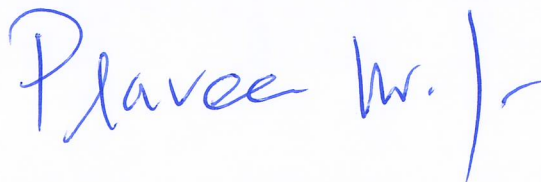
Lath House, New Punaichak  
Near SBI Patna  
Bihar, India - 800 023

...Respondent

**ARBITRAL AWARD DATED 27-04-2025**

**A. INTRODUCTION:**

The above-titled complaint has been filed by the Complainant - **Khadi & Village Industrial Commission** for adjudication of the domain name dispute in accordance with the *.IN Domain Name Dispute Resolution Policy* (hereinafter referred to as "the Policy"), and the *INDRP Rules of Procedure* (hereinafter referred to as "the INDRP Rules") as adopted by the .IN Registry- National Internet Exchange of India (hereinafter referred to as "the Registry" for short). The disputed domain name <**houseofkhadi.in**> is registered with the Registrar, namely GoDaddy LLC. It was created on **2024-07-04** (YYY/MM/DD) and is set to expire on **2025-07-04** (YYY/MM/DD). The disputed domain is registered by Diksha Lath, the Respondent herein.



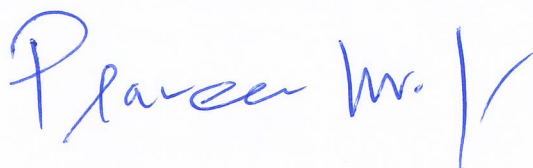
## **B. PROCEDURAL HISTORY:**

### **Appointment of the Sole Arbitrator:**

1. That *vide* its email dated 17-01-2025, the Registry sought my consent for appointment as the Sole Arbitrator to adjudicate the above-stated domain name dispute between the above-said parties.
2. That *vide* my email dated 17-01-2025, I had furnished to the Registry my digitally signed 'Statement of Acceptance and Declaration of Impartiality & Independence' dated 17-01-2025 in the format prescribed by the Registry.
3. Thereafter, the Registry *vide* its email dated 24-01-2025 apprised the parties that the undersigned would adjudicate the dispute concerning the domain name <houseofkhadi.in> as the sole Arbitrator and INDRP Case No. 1948 was assigned to the matter. The Registry had also attached the soft copies of the Complaint, its Annexure Nos. A to H and my above-referred statement of acceptance in the above-said email dt. 24-01-2025.

### **Tribunal's Notice to the Parties:**

4. That *vide* its email dated 27-01-2025, the Tribunal had issued the Notice dt. 27-01-2025 to all concerned parties and their representatives/ agents under Rule 5(c) of INDRP Rules of Procedure. Although the Registry had shared my 'Statement of Acceptance and Declaration of Impartiality & Independence' dated 17-01-2025 in the format prescribed by the Registry, I





deemed it appropriate to also provide them with my 'Declaration of Independence, Impartiality and Availability' dated 27-01-2025 in accordance with Section 12 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as, "the Act") r/w the Sixth Schedule of the Act. To date, none of the parties have raised any objections to my appointment as the sole Arbitrator in this matter.

**Service of the Complaint and its Annexures on the Respondent:**

5. That *vide* its email dated 29-01-2025, the Attorney for the Complainant has served the copy of the Complaint with the Tribunal, Registry and the Respondent.
6. That further *vide* its email dated 31-01-2025, the Attorney for the Complainant confirmed having served a copy of the complaint with its annexures on the Respondent by post as well as by email. The Attorney for the Complainant had attached the email delivery report and the Courier tracking receipt with Waybill Tracking No. 17531957741 as per which the complaint was dispatched by courier on 29-01-2025.

**Communication between Parties to Settle the Dispute:**

7. *Vide* her email dt. 10-02-2025 addressed to Attorney for the Complainant with copy to all concerned, the Respondent stated as under:

Hi,

What is this exactly? And what do you want from me, can you please specify clearly.

Plaveen W. /



I got this domain long back from go daddy and *haven't used it yet*.  
What exactly do you want me to do? Please let me know.

Thanks  
Diksha

*(emphasis added)*

8. To the Respondent's above-said email dt. 10-02-2025, the Attorney for the Complainant had, *via* its email dt. 11-02-2025 at 11.08 AM, responded as under:

**NDRP Case No: 1928**  
**Our Ref: F-662/INDRP/13**  
**Domain: <[houseofkhadi.in](mailto:houseofkhadi.in)>**

Dear Ma'am,

We note that you wish to settle the matter. Accordingly, attached is the settlement form, request you to please sign the same and share it on this trail email.

Best,  
Jatin

9. However, the Attorney for the Complainant, *via* an email dated 11-02-2025 at 11:11 AM, recalled the above-mentioned email and subsequently sent another email on the same date at 11:15 AM to the Respondent and all other concerned parties, which is reproduced below:

**INDRP Case No: 1928**  
**Our Ref: F-662/INDRP/13**  
**Domain: <[houseofkhadi.in](mailto:houseofkhadi.in)>**  
Dear Ma'am,

We note your intention to settle the matter. Accordingly, please find attached the revised settlement form.

Please ignore the previously shared settlement form and proceed with signing the attached revised version to finalize the settlement and share it via this email thread.

Plaveen W. J

Best,  
Jatin

10. *Vide* her email dt. 20-02-2025, addressed to the Attorney for the complainant with copy to all concerned, the respondent stated as under:

Okay, Please let me know what exactly I have to do in this.

Also who has to bear the cost of the domain from Go Daddy as I purchased it long time ago. And it will be due for renewal.

Thanks  
Diksha

11. To the above email dt. 20-02-2025, the Attorney for the Complainant had, *vide* its email dt. 25-02-2025, responded as under:

**INDRP Case No: 1928**  
**Our Ref: F-662/INDRP/13**  
**Domain: <houseofkhadi.in>**

Dear Ma'am,

In order to settle the matter amicably, kindly sign the attached settlement form.

Our client (Complainant) will not reimburse you for the costs of purchasing the domain. You have engaged in the unauthorized activity of registering an infringing domain name that incorporates our client's registered trademark, KHADI.

If we do not receive the signed settlement form within the next 48 hours, we'll request the arbitrator to proceed and pass an order on merits of this case.

Best,  
Jatin

Plaveen W. J

**Procedural Order dt. 26-02-2025:**

12. That *vide* its procedural order dated 26-02-2025, the Tribunal had mentioned the case history since the date of its constitution. Tribunal further observed that the Respondent was negotiating with the Complainant. The Tribunal had also noticed that the Respondent had not filed any response to the complaint. Hence, directions were issued to the Respondent to file the same along with supporting documents on or before 03-03-2025. The Tribunal, in the same order, had also directed the parties to file their respective Statement of Admission/ Denial of Documents, if any, along with suggested “Issues” to be framed by the Tribunal on or before 12-03-2025. The Tribunal also provided the format, along with the guidelines to the parties for filing their respective Statement of Admission/ Denial of the documents. It was made clear that the arbitral award would be passed on the basis of the pleadings and the documents filed by the parties unless any request was made for having a hearing for making oral arguments by any of the parties as per the Rule Nos. 16 and 22 of INDRP Rules of Procedure.

**Attempt to Settle the Dispute:**

13. The Tribunal received an email from the respondent on 03-03-2025, with copy to all concerned, which reads as under:

Hi,  
I am attaching this letter, hope this solves your purpose.

Thanks  
Diksha

Plaveer Mr. / ✓



With the above email the following letter had been attached by the respondent:

**Settlement Form**  
INDRP Case No. 1928

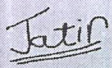
This Standard Settlement Form is submitted by the Parties pursuant to paragraph 21 of the INDRP Rules Of Procedure (the "Rules") as approved by the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2019 (as amended upto date) read with the Arbitration & Conciliation Rules.

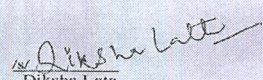
The National Internet Exchange of India (the "NIXI") will not disclose the completed Standard Settlement Form to any third-party.

The Parties have reached an agreement regarding the following disputed domain name:  
<houseofkhadi.in>

Pursuant to such agreement, the Parties request the Registrar to take the following action:  
The disputed domain name should be transferred from the Respondent's control to the Complainant namely Khadi & Village Industries Commission.

In accordance with paragraph 21 of the Rules, unless stipulated below, the Parties' settlement agreement is with prejudice.

  
Jatin Khoshalani  
For Complainant

  
Diksha Lata  
Respondent

Date: 11<sup>th</sup> February 2025

Date: 3 March, 2025

14. Thereafter, the complainant's Attorney sent an email on 10-03-2025 to the Tribunal with copy to all concerned parties, which reads as under:

**INDRP Case No: 1928**  
**Our Ref: F-662/INDRP/13**  
**Domain: <houseofkhadi.in>**

Dear Sirs,

Please note that we have reached a settlement agreement with the Respondent in the captioned matter. A copy of the signed settlement agreement is attached for your reference.

We request you to kindly initiate the process of transferring the domain name.

Best,  
Jatin

Plavleen W. /

15. Thereafter the complainant's Attorney sent an email on 20-03-2025 to the Respondent with copy to all concerned parties, which reads as follows:

**INDRP Case No: 1928**  
**Our Ref: F-662/INDRP/13**  
**Domain: <[houseofkhadi.in](mailto:houseofkhadi.in)>**

Dear Ma'am,

Thank you for sharing the signed settlement agreement.

Please note that we received a call from the Arbitrator in the captioned matter, who has requested us to inform you that, in order to settle the case, you are required to send a copy of the settlement order to their office at [praveen@parenspartrice.com](mailto:praveen@parenspartrice.com) and state that you are wilfully settling this matter with the Complainant.

We kindly request you to send the said email to the aforementioned address, marking us in CC.

Best,  
Jatin

16. Then the Respondent had sent an email on 22-03-2025 to the Complainant's Attorney with copy to all concerned parties, which reads as under:

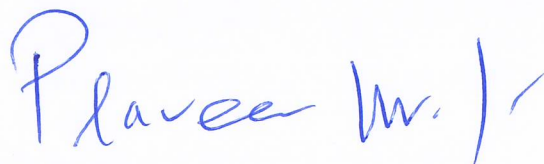
Hi,

Pls guide me how to do that. That would really be helpful for me.

Thanks & Regards  
Diksha

**Procedural Order dt 24-03-2025:**

17. Taking cognizance of the above development, the Tribunal, *vide* its order dt. 24-03-2025, had directed the parties as under:






7. The Tribunal has also noticed that the Complaint dt. 21-12-2024 is not having an Index and the annexed documents have not been paginated. Further, the Power of Attorney filed as Annexure "A" is not duly stamped and is not for filing cases before the .IN Registry/ NIXI. The above-said Annexure "A" is as under:

I, Vishal Vig, constituted attorney of Khadi & Village Industries Commission of the address "Gramodaya", 3, Irla Road, Vile Parle (West), Mumbai, Maharashtra, India Pin - 400056 by the way of Power of Attorney dated 23<sup>rd</sup> June, 2020 do hereby authorize Ms. Shwetasree Majumder [E. No. D/1277/2002], Ms. Diva Arora Menon [E. No. D/2782/2006], Ms. Tanya Verma [E. No. D/1940/2008], Mr. Saurabh Nandrekar [E. No. MAH/5319/2009], Mr. Prithvi Singh [E. No. D/2066/2011], Ms. Astha Negi [E. No. D/3264/2011], Ms. Shreya Ganguly [E. No. D/1242/2014], Ms. Shipra Shandilya [E. No. D/5682/2017], Ms. Taranjeet Kaur [E. No. D/2284/2017], Ms. Shruti Raj Srivastava [E. No. D/6459/2018], Ms. Isha Tiwari [E. No. D/4844/2019], Ms. Umang [E. No. D/3828/2020], Mr. Jatin Khushalani [E. No. D/13213/2022], and Mr. Nikhil Sikka [E. No. D/13304/2022], Advocates of Fidus Law Chambers, of the address Flat No. 021, Mahagun Maestro, Plot F21A, Sector 50, Noida 201-301, Uttar Pradesh to act as our attorneys for our domain name related disputes and proceedings under the Uniform Disputes Resolution Policy (UDRP) and UDRP Rules of Procedure and all such proceedings before the World Intellectual Property Organization Arbitration and Mediation Center.

Dated this, the 23<sup>rd</sup> day of August 2023

Name: Vishal Vig

Designation: Constituted Attorney

Signature: 

8. In light of the above-stated facts and circumstances, the following directions are passed to the parties:
- A. The complainant shall provide a duly paginated copy of the same complaint dt. 21-12-2024 along with the index to the Tribunal *via* email with copy to all on or before 26-03-2025.
  - B. The complainant shall provide a proper duly signed and stamped power of attorney in favour of the signatory of the complaint dt. 21-12-2024 to the Tribunal *via* email with copy to all concerned parties on or before 28-03-2025.
  - C. The respondent shall affirm through her email or a duly signed letter that the said settlement with the complainant to transfer the disputed domain name from her to the complainant has been arrived at voluntarily with her free will and without any coercion or force from anyone;
  - D. The complainant shall affirm through its email or a duly signed letter that this is the full and final settlement with regard to its complaint dt. 21-12-2024 and it is withdrawing its prayer to award costs of arbitral proceedings;

Plaveen W. | ✓



- E. That proper stamp duty as per applicable laws shall be affixed on the settlement form/ agreement by the concerned parties;
- F. That the original duly signed copy of the settlement form/ agreement shall be submitted by the parties before the Arbitral Tribunal *via* Speed Post at the Tribunal's office address.
9. Upon receipt of the original copy of the duly stamped settlement form/ agreement, the arbitral award shall be passed on the basis of the agreed terms of the parties.
18. The Respondent had sent an email to the Attorney of the Complainant on 15-04-2025 which is reproduced as under:

Hi Jatin,

Attaching the above sent form with my signature.  
Also let me know what is the procedure for transfer of domain.

**Settlement Form**  
INDRP Case No. 1948

This Standard Settlement Form is submitted by the Parties pursuant to paragraph 21 of the INDRP Rules Of Procedure (the "Rules") as approved by the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2019 (as amended upto date) read with the Arbitration & Conciliation Rules.

The National Internet Exchange of India (the "NIXI") will not disclose the completed Standard Settlement Form to any third-party.

The Parties have reached an agreement regarding the following disputed domain name:

<houseofkhadi.in>

Pursuant to such agreement, the Parties request the Registrar to take the following action:

The disputed domain name should be transferred from the Respondent's control to the Complainant namely Khadi & Village Industries Commission.

In accordance with paragraph 21 of the Rules, unless stipulated below, the Parties' settlement agreement is with prejudice.

**Astha Negi**  
For Complainant

**Diksha Lata**  
Respondent

Date: 15th April, 2025

Date: 15th April, 2025

Thanks  
Diksha

Plavea W. /

19. In partial compliance of the above order dt. 24-03-2025, the Attorney for the Complainant had sent the following email on 17-04-2025 to the Tribunal:

**INDRP Case No: 1948**  
**Our Ref: F-662/INDRP/13**  
**Domain: <[houseofkhadi.in](mailto:houseofkhadi.in)>**

Dear Sir,

I write further to my email below.

In furtherance of your procedural order, please find attached the duly signed, stamped, and notarized power of attorney in favour of the signatory of the complaint as per the direction under paragraph 8(B) of the order dated 24<sup>th</sup> March 2025.

We are in the process of complying with your directions regarding the settlement form and will submit the same shortly.

Best,  
Jatin

20. With the above email, the Attorney for the Complainant had submitted two Powers of Attorney dt. 16-04-2025 viz. first Power of Attorney executed by Mr. S R Sunil Kumar, I/c Director (Legal Affairs), authorised signatory of the Complainant in favour of Mr. Vishal Vig and another Power of Attorney executed by Mr. Vig in favour of 16 Advocates including Mr. Jatin Khushlani and Astha Negi who are associated with Fidus Law Chambers, LLP.
21. However, till date, both parties have not complied with the direction given in para nos. 8(C) to 8(F) of the order dt. 24-03-2025. Thus, as on date, there is no settlement agreement on the arbitral record which could be acted upon by the Tribunal to pass

*Plavac W. J.*



the award as per Rule 21 of the INDRP Rules read with Section 30 of the Act.

## C. FACTS OF THE CASE:

### C.1: COMPLAINANT'S COMPLAINT:

The Complainant has stated the following facts in its complaint dated 21-12-2024:

#### Introduction of the Complainant:

1. The Complainant is a statutory body established by an Act of Parliament, 'Khadi and Village Industries Commission Act, 1956' and the complaint is based on the adoption and use of the registered well-known trademark KHADI of the Complainant and its use in connection with its domain names. A copy of the 'Khadi and Village Industries Commission Act, 1956' has been enclosed as **Annexure B**.
2. The Complainant has described the nature of its business in subsequent paragraphs of the complaint including promoting products under the trademark KHADI.
3. The Complainant has stated that the trademark **KHADI** and its variations (hereinafter referred to as '*KHADI trademarks*') are registered in favour of the Complainant and are used in connection with goods sold and services offered by the Complainant and its authorised members. The Complainant further stated that it owns

Plavee Mr. /



numerous registrations for the wordmark KHADI. Some of the earliest Indian trademark registrations for KHADI owned by the Complainant are stated to be as follows:

Trademark	Registration number	Class	Date of Registration (Date of Use)
KHADI	2851542	24	27th November 2014 (25th September 1956)
KHADI	2851543	25	27th November 2014 (25th September 1956)
KHADI	2851544	26	27th November 2014 (25th September 1956)

Copies of the registration certificates for the above-stated trademarks have been annexed as **Annexure C**.

**Global Trademark Registration:**

4. It is further stated that the Complainant has applied for/ registered its trademark **KHADI** and its variations in several international jurisdictions such as Mexico, Canada, Bahrain, France, Estonia, Singapore, United Kingdom, Bulgaria, Malaysia, Bhutan, New Zealand, United States of America, European Union and Australia. A list of applications/ registrations from the Global Brand Database has been annexed as **Annexure D**.

Plavee W. J

**Complainant's use of 'KHADI' Trademarks:**

5. It is further stated by the Complainant that the trademark **KHADI** (which forms a part of its tradename, corporate name and trading style) has been in use continuously since 25-09-1956 till date. By virtue of its adoption more than sixty years ago, and extensive use thereof, the trademark **KHADI** has become exclusively and globally associated with the Complainant in the eyes of consumers.

**Complainant's Collaboration with other Institutes:**

6. The Complainant has stated that it is engaged in the promotion and development of the KHADI brand and the products under the KHADI trademark through the institutions certified by the Complainant.
7. It is further stated by the Complainant that it has authorised various retail sellers, organisations, societies and institutions to sell products under its **KHADI** trademarks. To be listed as an authorised user of the **KHADI** trademarks for the purpose of sales and promotions of **KHADI** certified products and services, each organisation has to apply for recognition through the Khadi Institutions Registration & Certification Sewa (KIRCS). A screenshot of the KIRCS page from the Complainant's website has been enclosed as **Annexure E**.

Plaveen W. J.

**Well-known Trademark:**

8. The Complainant has further stated that the disputed domain name has been declared as a well-known mark in several judicial and quasi-judicial proceedings. As per the Complainant, *vide* its orders dated 26-07-2022, the Hon'ble Delhi High Court in ***Khadi and Village Industries Commission v. Khadi Design Council of India and Others***, CS (COMM) 244/2021 and ***Khadi & Village Industries Commission vs Raman Gupta & Ors.***, CS (COMM) 133 of 2022, has declared the trademark **KHADI** as the well-known trademark. Further, the Registrar of Trademarks has also notified the Complainant's trademark KHADI as the well-known trademark bearing well-known application no. 816482 *vide* its Notification dt. 15-08-2022. Copies of the orders dated 26-07-2022 and the Notification dated 15-08-2022 have been annexed as **Annexure F**.
9. It is further stated by the Complainant that the Registry herein has also recognised and upheld the Complainant's rights in the KHADI trademark in the following favourable decisions:

Disputed Domain Name	INDRP Case Number
<iwearkhadi.in>	INDRP/1241
<khadi.co.in>	INDRP/1248
justkhadi.zepo.in>	INDRP/1285
<khadi.in>	INDRP/1346
<khadination.co.in>	INDRP/1424

*Plavee Mr. /r*



Copies of the decisions substantiating the above submissions have been annexed as **Annexure G**.

**Respondent's Conduct:**

10. The Complainant has stated that the Respondent herein has registered the disputed domain name on 04-07-2024. The disputed domain name is parked, and there is no *bona fide* use of the same by the Respondent. The printout of the landing page of the disputed domain name <houseofkhadi> has been enclosed as **Annexure H**.

**Grounds of the Complaint:**

The Complainant has stated the following grounds to substantiate its complaint:

1. **The Respondent's domain name is identical to a name, trademark/ trade name in which the Complainant has rights:**
  - i. The complainant has submitted that the respondent has added common dictionary words such as "House" and "of" which do not distinguish the disputed domain name but convey that it is a part of the brand **KHADI**, offering their products. Hence, the dispute name is confusingly similar to the subject mark.
  - ii. The Complainant has further submitted that it has a well-established statutory right in the trademark **KHADI**, and it

Plaveen W. /

predates the registration of the disputed domain name by the Respondent on 04-07-2024.

- iii. The Complainant has further relied upon a catena of judgments in which it has been held that the fact that a domain name wholly incorporates a Complainant's registered trademark is sufficient to establish identity or confusing similarity for the purpose of INDRP, *ITC Limited v. Travel India* (INDRP Case No. 065), *Allied DOMEQ Spirits and Wine Limited v. Roberto Ferrari* (INDRP Case No. 071), *International Business Machines Corporation v. Zhu Xumei* (INDRP Case No. 646) and *Jaguar Land Rover v. Yitao* (INDRP Case No. 641).
- iv. The Complainant has further relied upon a past Panel decision in *Khadi & Village Industries Commission v. Ravish Kapila*, Case No. D2022- 3816, wherein it was held that the domain name <khadimart.com> is confusingly similar to the mark of the Complainant's trademark **KHADI**, and the addition of the term "mart" is not in contrast to find confusingly similarity.
- v. Additionally, the Complainant has relied upon the judgment passed by the Hon'ble High Court of Delhi in *Khadi and Village Industries Commission v. Yogesh Kharb and Anr.*, CS(COMM) 584/2023. In the above suit for trademark infringement and passing off filed by the Complainant, Hon'ble High Court has observed that "Firstly, the plaintiff holds registrations for the mark KHADI per se. As such, any mark

Plaveer W. J.

which uses KHADI as a prominent part thereof would *ipso facto* be infringing the plaintiff's registered trademark. Secondly, as the plaintiff's mark stand declared as a well-known mark by this court, it is entitled to enhanced degree of protection under section 29(4) of the Trade Marks Act. As such, no party can be permitted to use a mark which involves KHADI as a part thereof, as would infringe the plaintiff's registrations or confuse a customer into believing an association between the said marks."

- vi. It is further submitted by the Complainant that the use of the trademark **KHADI**, along with the common words "house" and "of", does not, in any manner, assist in differentiating the well-known mark **KHADI** from the disputed domain name <houseofkhadi.in>. The trademark **KHADI** is a dominant and recognizable portion of the disputed domain name. Mere addition of common words to it does not distinguish the disputed domain name from the trademark **KHADI**, rather the same increases the chances of confusion. Thus, the disputed domain name is confusingly similar to the Complainant's trademark **KHADI**.
- vii. It is lastly submitted by the Complainant that in the present case, the disputed domain name is identical to the Complainant's trademark, satisfying the first requirement set out in clause 4(a) of the Policy.

Praveen W. J



**2. The Respondent has no Rights or Legitimate Interests in Respect of the Domain Name:**

- i. The Complainant has referred to Clause 6 of the Policy, which sets out three circumstances that, if established, demonstrate a Respondent's rights or legitimate interests in the disputed domain name.
- ii. It is submitted by the Complainant that to the best of its knowledge and belief, the Respondent is not commonly known under the name "KHADI", nor has the Respondent acquired any trademark or service rights. Secondly, the Respondent is not affiliated with the Complainant, and the Complainant has not licensed or otherwise permitted the Respondent to use the subject trademark **KHADI** or to register a domain name incorporating the subject trademark **KHADI**. In addition to this, the Respondent cannot claim prior rights or legitimate interest in the disputed domain name.
- iii. The Complainant has further submitted that the Respondent has merely parked the disputed domain name. There is no demonstrable preparation to use or actual use of the disputed domain name in connection with any *bona fide* offering of goods or services. Further, any offering under the said domain name will violate the Complainant's rights in the trademark **KHADI**.

Pravee W. |

- iv. The Complainant has submitted that it has established a *prima facie* case that the Respondent has no rights and legitimate interests in the disputed domain name, and thereby, the burden of proof shifts to the Respondent to produce evidence demonstrating rights or legitimate interests in respect of the Domain Name. The Complainant has relied upon the decisions in *Eurocopter, an EADS Company v. Bruno Kerrien* (Case No. INDRP Case No. 116), *Voltas Ltd. v. Sergi Avaliani* (INDRP Case No. 1257), *Hitachi Ltd v. Kuldeep Kumar* (INDRP Case No. 1092), *Do The Hustle, LLC v. Tropic Web*, (WIPO Case No. D2000-0624); and *Payoneer, Inc. / Payoneer Europe Limited v. Korchia Thibault, Quinv S.A.* (WIPO Case No. DEU2019- 0013).
- v. As per the Complainant, it has satisfied the conditions laid down in Clause 4(a)(ii) of the Policy.

**3. The Domain Name was Registered and is being Used in Bad Faith:**

- i. The Complainant has submitted that the registration of the disputed domain name with an India-specific TLD “.in” shows that the Respondent wishes to target the Indian audience, where the Complainant’s trademark already stands declared well-known. Hence, the Respondent is bound to have knowledge of the Complainant’s subject trademark **KHADI**. The Respondent registered the disputed domain name in full knowledge of the Complainant’s trademark rights and with the intention of taking

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advantage of such rights. Even constructive knowledge of a well-known trademark like **KHADI** is sufficient to establish registration in bad faith.

- ii. The Complainant has relied upon the decisions in *Fannie May Confections, Inc. v. Domain Contact 2* (FANNIEMAYS-COM-DOM) (WIPO Case No. D2006-0813) and *Carla Sozzani Editore S.R.L. v. Michael D. Darr* (WIPO Case No. D2017-1237) where a similar registration of a domain name by Respondent several years after the adoption of the Complainant's mark was held to be with the motive to profit from the goodwill that Complainant has built in its mark and was subsequently transferred to the Complainant.
- iii. The Complainant has further submitted that the fame and unique qualities of the **KHADI** trademarks, which was adopted and applied for by the Complainant well prior to the registration of the disputed domain name, make it extremely unlikely that the Respondent created the disputed domain name independently without any knowledge of the Complainant's trademark.
- iv. The Complainant has further submitted that there is a great likelihood that actual or potential visitors to the disputed domain name of the Respondent will be induced to believe that the Complainant has licensed its trademark **KHADI** to the Respondent or authorized the Respondent to register the disputed domain name and also believe that the Respondent has some

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connection with the Complainants in terms of a direct nexus or affiliation with the Complainants.

- v. The Complainant has further submitted that clause 3(d) of the Policy does not require a registrant to knowingly use the domain name in violation or abuse of any applicable laws or regulations. The obligations imposed by clause 3(d) of the Policy are an integral part of the INDRP applicable to all Registrants and cannot be ignored as was observed by the Ld. Arbitrator in *Momondo A/S v. Ijorghe Ghenrimopuzulu*, (INDRP Case No. 882). A search in the online database of the Indian Trademarks Office or WIPO would reveal Complainant's rights in its trademark **KHADI**. Hence, the Respondent had an onus to ensure that the registration of the disputed domain name did not violate the Complainant's trademark rights in **KHADI**. It is further submitted by the Complainant that the disputed domain name has been registered and is being used in bad faith.

**Reliefs Sought by the Complainant:**

The Complainant has prayed for transfer of the disputed domain name/URL of the Respondent <houseofkhadi.in> to the Complainant along with the costs of the present proceedings.

**C.2: RESPONDENT'S RESPONSE:**

It has already been stated in the 'Procedural History' section of this award that the Respondent has not filed any formal para-wise response to the Complaint to date. Instead, upon receiving the notice from this

*Please W.I.*

Tribunal, the Respondent began negotiating with the Complainant *via* email, offering to transfer the disputed domain in exchange for reimbursement of the costs she had incurred in acquiring it. However, the Complainant's Attorney firmly rejected this demand and requested that the Respondent transfer the domain unconditionally, enclosing a settlement form for execution. Despite this, the Tribunal has not, to date, received a duly notarised settlement deed executed on the requisite stamp paper.

#### **D. REASONING AND FINDINGS OF THE TRIBUNAL:**

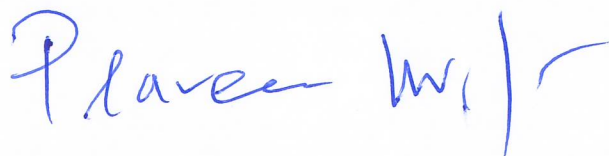
I have carefully examined the Complaint dated 21-12-2024 along with Annexures A to H. I have also reviewed the *.IN Domain Name Dispute Resolution Policy*, the *INDRP Rules of Procedure* as adopted by the .IN Registry, and the relevant provisions of the *Arbitration and Conciliation Act, 1996*.

##### **Settlement between the Parties:**

As stated earlier, the Respondent has not filed any response to the Complaint to date and has, therefore, not denied the facts stated therein or the documents submitted along with it. Rather, the Respondent has admitted that she is not using the disputed domain and has no objection to transfer of the same to the Complainant. In this regard, Section 30 of the Act provides as under:

##### **30. Settlement.-**

- (1) It is not incompatible with an arbitration agreement for an arbitral tribunal to encourage settlement of the dispute and, with the agreement of the parties, the arbitral tribunal may use mediation, conciliation or other procedures at any time during the arbitral proceedings to encourage settlement.



- (2) *If, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.*
- (3) An arbitral award on agreed terms shall be made in accordance with section 31 and shall state that it is an arbitral award.
- (4) *An arbitral award on agreed terms shall have the same status and effect as any other arbitral award on the substance of the dispute.*  
(emphasis added)

Further, Rule 21 of the INDRP Rules provides as follows:

**21. Termination of Proceeding**

In event, after initiation or during the pendency of any proceeding, *parties agree to settle their dispute on their own, they shall approach the Arbitrator informing the resolution so reached*, where after the Arbitrator shall terminate the proceeding and record such terms of agreement arrived between the parties as part of award.

(emphasis added)

**Unfinalized Settlement Discussions:**

Based on an examination of the correspondence exchanged between the parties, the Tribunal is of the view that the parties had initially expressed a mutual intention to amicably resolve their dispute. However, the settlement form submitted by the Attorney for the Complainant *via* email dated 10-03-2025 states the incorrect INDRP Case No. 1928 and is executed on plain paper. Further, the settlement form sent by the Respondent to the Complainant's Attorney *via* email dated 15-04-2025, though correctly mentioning the INDRP Case No. 1948, does not bear the signature of the Complainant's Attorney. Accordingly, neither of the aforementioned settlement forms can be taken on arbitral record as conclusive proof of a valid settlement between the parties.

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Subsequently, the Complainant's Attorney, through an email dated 17-04-2025 addressed to the Tribunal, enclosed two Powers of Attorney and sought additional time to file a duly stamped and signed settlement form. However, no further communication has been received from either party since then.

**Delay in Proceedings:**

It is relevant to note that Rule 5(e) of the INDRP Rules provides that the arbitrator shall make the award within 60 days from the date of commencement of proceedings, and in exceptional circumstances, the timeline may be extended by a maximum period of 30 days, subject to reasonable justification recorded in writing. In the present case, the award is being passed within the extended period of 90 days from the date of commencement of the arbitral proceedings, owing to the intervening settlement discussions between the parties.

**Unstamped Documents Not Admissible in Evidence:**

Even if the Settlement Form dated 15-04-2025 had been duly signed by both parties, it could not have been admitted in evidence by this Tribunal, in view of the bar imposed under Section 35 of the Indian Stamp Act, 1899, which reads as under:

**35. Instruments not duly stamped inadmissible in evidence, etc. —**

*No instrument chargeable with duty shall be admitted in evidence for any purpose by any person having by law or consent of parties authority to receive evidence, or shall be acted upon,* registered or authenticated by any such person or by any public officer, unless such instrument is duly stamped:

XXX

XXX

XXX

*(emphasis added)*

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It was held in *Thakur Das vs. Emperor*, AIR 1932 Lah 495, that this section applies to judges, arbitrators, and local commissioners. Further, it may be noted that this section casts a duty on a judge/arbitrator to safeguard the interests of the revenue and to take action *suo motu*, whether or not the counsel objects to the admissibility of a document. It has been held in *Gulzarilal Marwari vs. Ramgopal*, AIR 1937 Cal 765, that Section 35 of the Indian Stamp Act, 1899 renders an unstamped document inadmissible in evidence and incapable of being acted upon by persons having authority to receive evidence or by any public officer. It does not affect the validity of the document itself, but only its admissibility in evidence.

In the present case, the settlement form dated 15-04-2025, although purporting to reflect mutual consensus between the parties, not only lacks signature of the Complainant's Attorney but is also unstamped. As such, it is inadmissible in evidence and cannot be acted upon by this Tribunal. Notably, the Tribunal, *vide* its email dated 24-03-2025, had specifically directed the parties to submit a duly signed and stamped settlement form. However, despite the passage of time, no such compliant document has been filed. In view of this non-compliance, the Tribunal is constrained from taking cognizance of the said document.

Further, it has been held by the Bombay High Court that an instrument inadmissible in evidence or not duly stamped is considered non-existent in the suit in which it is tendered.

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### **No Precedential Value of Arbitral Awards:**

The Complainant has cited a number of awards passed by different arbitral tribunals in its complaint to substantiate its grounds; however, the same are not binding upon this Tribunal, as an arbitral award does not have any judicial precedential value. Each dispute must be adjudicated on its own merits, in accordance with the evidence placed on record and applicable legal principles.

### **Judgment on Admission:**

At this juncture, I would like to refer to the power to pass judgments or awards on admissions, in civil suits, which is exercised under Order XII Rule 6 of the Code of Civil Procedure 1908, which reads as follows:

**6. Judgment on admissions.**— (1) Where admissions of fact have been made *either in the pleading or otherwise; whether orally or in writing*, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question-between the parties, *make such order or give such judgment as it may think fit, having regard to such admissions.*

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.

*(emphasis added)*

Thus, a bare perusal of Order XII Rule 6 CPC shows that the power under the said rule may be exercised at any stage of the suit. It is also clear that the power may be exercised on the application of any party or by the court on its own motion. It is further provided that the power may be exercised without waiting for the determination of any other question between the parties. Further, the provision of Order XII Rule 6 CPC is couched in a very wide language, however, before the Court

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could act under Order XII Rule 6 CPC, it is a settled position that the admission for invocation of Order XII Rule 6 CPC must be clear, unambiguous, unconditional and unequivocal.

It may not be out of place to refer to the judgment of the Hon'ble Supreme Court in *Uttam Singh Duggal & Co. Ltd. v. United Bank of India*, (2000)7 SCC 120, in which the principles of Order XII Rule 6 of the CPC have been explained as under:

"12. As to the object of Order 12 Rule 6, we need not say anything more than what the legislature itself has said when the said provision came to be amended. In the Objects and Reasons set out while amending the said Rule, it is stated that "where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. *The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled*". *We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment.* Where the other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which it is impossible for the party making such admission to succeed.

*(emphasis added)*

Further, in *Vijaya Myne v. Satya Bhushan Kaura*, 2007 SCC OnLine Del 828, the Hon'ble High Court of Delhi emphasised the purpose of Order XII Rule 6 of CPC, to provide expeditious judgment in admitted claims, rather than compel the parties to undergo protracted trials.

The same principle has been followed in the context of arbitral awards also. Recently, Hon'ble High Court of Delhi in the case of *Rattan India Power Ltd. vs. Bharat Heavy Electricals Ltd.*, Neutral Citation: 2025: DHC:1464, MANU/DE/1473/2025, upheld an interim award by which

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a three-member Arbitral Tribunal had awarded Rs. 115 crores in favour of the respondent, on an application filed by the respondent under Section 31(6) of the Act. The interim award was passed on the ground that the petitioner had admitted the respondent's claim to that extent.

Let this Tribunal now examine the facts of the present case to determine whether the Respondent has made any clear, unambiguous, unconditional, and unequivocal admission, on the basis of which the present dispute could be adjudicated in accordance with the principles underlying Order XII Rule 6 of the Code of Civil Procedure, 1908. In the considered view of this Tribunal, the said provision embodies a fundamental principle of natural justice and may be applied in arbitral proceedings as well.

**Complainant's Entitlement to Transfer of the Disputed Domain:**

*Vide* her email dated 10-02-2025 addressed to the Attorney for the Complainant, with a copy marked to all concerned parties, the Respondent made the following statement:

Hi,

What is this exactly? And what do you want from me, can you please specify clearly.

I got this domain long back from go daddy and *haven't used it yet*. What exactly do you want me to do? Please let me know.

Thanks  
Diksha

*(emphasis added)*

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Thereafter, *vide* her email dated 20-02-2025 addressed to the Attorney for the Complainant, with a copy marked to all concerned parties, the Respondent made the following statement:

Okay, Please let me know what exactly I have to do in this.

Also who has to bear the cost of the domain from Go Daddy as I purchased it long time ago. And it will be due for renewal.

Thanks  
Diksha

Upon a careful examination of the email correspondence referred to hereinabove, this Tribunal is of the view that the Respondent did not acquire the disputed domain name for any *bona fide* or specific purpose of use. It has been categorically admitted by the Respondent that the disputed domain has not been utilised in any manner till date. Furthermore, the Respondent initially expressed her willingness to transfer the disputed domain to the Complainant, subject to reimbursement of the cost incurred by her in purchasing the same from GoDaddy at an earlier point in time.

In this context, it is pertinent to refer to the relevant provisions of the Policy which govern such conduct and determine the legitimacy of a Registrant's interest in the domain name.

Clause No. 4 of the Policy provides as under:

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





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

(Emphasis added)

Thus, for the maintainability of its complaint, the Complainant has to first prove that it has a right in a particular name, trademark or service mark. Thereafter, the Complainant has to prove that the Registrant's domain name is identical and/ or confusingly similar to its name, trademark or service mark; or the Registrant has no rights or legitimate interests in respect of the domain name; or the Registrant's domain name has been registered or is being used in bad faith.

Further, Rule 7 of the Policy clarifies the meaning of 'bad faith' as used in Rule No. 4(c) as under:

**7. Evidence of Registration and use of Domain Name in Bad Faith:** For the purposes of Clause 4(c), 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:

- (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
- (b) 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

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- (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.

*(Emphasis added)*

If the above-stated facts of the present case are examined in light of Rule 7 of the INDRP Rules, it becomes evident, beyond doubt, that for the purposes of Clause 4(c) of the Policy, there exists clear and convincing evidence of both registration and use of the disputed domain name in bad faith by the Respondent.

**Similarity of the Disputed Domain Name with the Complainant's Trademark:**

Further, upon examination of the undisputed facts stated in the complaint read with the annexures A to H, I am convinced that the Respondent's domain name is identical and confusingly similar to the trademark KHADI in which the Complainant has established its statutory and common law rights. In my view, the domain name <**www.houseofkhadi.in**> would mislead or cause confusion among persons of reasonable intelligence, particularly given the well-established recognition of the trademark **KHADI** in India. The domain name <**www.houseofkhadi.in**> incorporates the entire registered trademark **KHADI** and merely adds a descriptive prefix ("House of"), which is not sufficient to distinguish it. A consumer of average intelligence and imperfect recollection may reasonably believe that "House of Khadi" is either:

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- a brand extension of **KHADI**, or
- an official or affiliated entity under the Complainant's umbrella.

For the reasons discussed above, coupled with the admitted fact that the Respondent has not used the disputed domain name since its acquisition, this Tribunal is also of the considered view that the Respondent does not possess any rights or legitimate interests in respect of the disputed domain name. Hence, considering the facts on record, the applicable statutory provisions, and the judicial precedents cited, and in the overall interest of justice, this Tribunal is of the considered view that the ownership of the disputed domain name **<houseofkhadi.in>** is liable to be transferred from the Respondent to the Complainant.

#### **Costs of the Proceedings:**

As far as the issue of awarding the costs of proceedings to the complainant is concerned, the reference may be made to the Section 31A of the Arbitration & Conciliation Act, 1996 which is as under:

**31A. Regime for costs.**—(1) In relation to any arbitration proceeding or a proceeding under any of the provisions of this Act pertaining to the arbitration, the Court or arbitral tribunal, notwithstanding anything contained in the Code of Civil Procedure, 1908 (5 of 1908), shall have the discretion to determine—

- whether costs are payable by one party to another;
- the amount of such costs; and
- when such costs are to be paid.

*Plavon W. Jr*



*Explanation.*—For the purpose of this sub-section, “costs” means reasonable costs relating to—

- (i) the fees and expenses of the arbitrators, Courts and witnesses;
  - (ii) legal fees and expenses;
  - (iii) any administration fees of the institution supervising the arbitration; and
  - (iv) any other expenses incurred in connection with the arbitral or Court proceedings and the arbitral award.
- (2) If the Court or arbitral tribunal decides to make an order as to payment of costs,—
- (a) the general rule is that the unsuccessful party shall be ordered to pay the costs of the successful party; or
  - (b) the Court or arbitral tribunal may make a different order for reasons to be recorded in writing.
- (3) In determining the costs, the Court or arbitral tribunal shall have regard to all the circumstances, including—
- (a) *the conduct of all the parties;*
  - (b) whether a party has succeeded partly in the case;
  - (c) *whether the party had made a frivolous counterclaim leading to delay in the disposal of the arbitral proceedings;* and
  - (d) *whether any reasonable offer to settle the dispute is made by a party and refused by the other party.*
- (4) The Court or arbitral tribunal may make any order under this section including the order that a party shall pay—
- (a) a proportion of another party’s costs;
  - (b) a stated amount in respect of another party’s costs;
  - (c) costs from or until a certain date only;
  - (d) costs incurred before proceedings have begun;
  - (e) costs relating to particular steps taken in the proceedings;
  - (f) costs relating only to a distinct part of the proceedings; and
  - (g) interest on costs from or until a certain date.

Plaveen M./

- (5) An agreement which has the effect that a party is to pay the whole or part of the costs of the arbitration in any event shall be only valid if such agreement is made after the dispute in question has arisen.

*(emphasis added)*

A bare perusal of the above-mentioned provision of the Act makes it evident that this Tribunal is vested with the discretion to determine whether costs are payable by one party to another, the quantum of such costs, and the timing of such payment. However, in exercising this discretion, the Tribunal is required to have due regard to all relevant circumstances, as set out under Section 31A(3) of the Arbitration and Conciliation Act, 1996. These include, *inter alia*, the conduct of the parties and whether a reasonable offer to settle the dispute was made by one party and unreasonably refused by the other.

This Tribunal cannot fail to observe that, although the Respondent initially expressed her intent to recover the cost incurred in acquiring the disputed domain from the Registrar, GoDaddy, she subsequently agreed, in her email communications, to transfer the domain name to the Complainant unconditionally. It is another matter that the settlement form could not be executed in the prescribed manner; however, the Respondent alone cannot be held responsible for this lapse.

In view of the conduct of the Respondent as discussed hereinabove, and upon consideration of the principles of equity, justice, and fair play, this Tribunal is of the considered opinion that it would not be appropriate to direct the Respondent to bear the costs of the present

Plavee W. /r

arbitral proceedings. Accordingly, both parties are directed to bear their own costs.

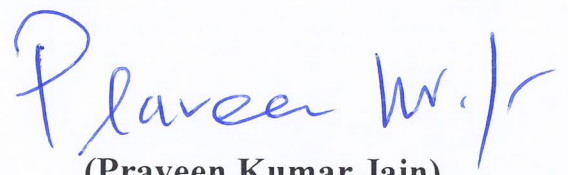
**Conclusion:**

In light of the foregoing findings, this Tribunal holds that the Complainant is entitled to have the disputed domain name <houseofkhadi.in> transferred from the Respondent. However, the Complainant's prayer for an award of costs in respect of the arbitral proceedings is hereby rejected.

In view of Rule 20 of the INDRP Rules, the original signed copy of the award shall be provided to the Registry, which shall, in turn, communicate the same to the parties *via* email and by uploading it on the Registry's website. The parties may obtain a certified copy of the arbitral award, if required, from the Registry. The award has been executed on stamp paper of ₹100/-, and any deficiency in stamp duty, if applicable, shall be paid by the concerned party before the appropriate authority in accordance with the applicable laws.

New Delhi

27-04-2025

  
(Praveen Kumar Jain)

The Sole Arbitrator

**Praveen Kumar Jain**  
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