



**BEFORE THE .IN REGISTRY OF INDIA  
INDRP CASE NO. 2103  
IN THE MATTER OF AN ARBITRATION UNDER THE .IN DOMAIN NAME  
DISPUTE RESOLUTION POLICY; THE INDRP RULES OF PROCEDURE  
AND THE ARBITRATION CONCILIATION ACT, 1996**

**INDEX**

<b>S.NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1.	Disputed Domain name and Registrar	2
2.	Arbitration Tribunal	2-3
3.	Parties to the Arbitration	3
4.	Facts of the case	4-5
5.	Contentions of the Parties	5-7
6.	Analysis	7-9
7.	Conclusion	9
8.	Order	9

*VP Pathak*  
V. P. PATHAK  
H.J.S.  
Former Judge  
Sole Arbitrator

**BEFORE THE .IN REGISTRY OF INDIA  
INDRP CASE NO. 2103  
IN THE MATTER OF AN ARBITRATION UNDER THE .IN DOMAIN NAME  
DISPUTE RESOLUTION POLICY; THE INDRP RULES OF PROCEDURE  
AND THE ARBITRATION CONCILIATION ACT, 1996**

Enterprise Holdings, Inc.  
600 Corporate Park Drive,  
St. Louis, Missouri 63105,  
United States of America

...(Complainant)

**Versus**

Ngakuimi Rumthao  
128, 9, Kishangargh,  
New Delhi – 110070,  
India

... (Respondent)

**DISPUTE RELATING IN THE DOMAIN DISPUTE NAME**

**www.enterpriseservicerental.in**

**Award Dated- 8.04.2026**

**BEFORE V.P. PATHAK  
SOLE ARBITRATOR  
AT NEW DELHI**

⇒ **DISPUTED DOMAIN NAME & REGISTRAR-**

The disputed domain name is registered through the Registrar of the disputed domain name [domains@hostinger.com](mailto:domains@hostinger.com), which is accredited with the .IN registry and is listed on the of the website of the .IN registry.

⇒ **ARBITRATION TRIBUNAL-**

1. The Complainant has filed this Complaint for the disputed domain name, to be transferred to it. To decide this Complaint, NIXI has appointed the undersigned as Arbitrator. A consent letter with a declaration of impartiality by the undersigned to decide this case was sent to NIXI on 12.03.2026. The NIXI on 13.03.2026, appointed the undersigned as Arbitrator to proceed with the case.
2. The Tribunal primarily ordered the Complainant on 13.03.2026, to send the soft & hard copy of the Complaint along with ANNEXUREs to the Respondent & to send the Postal Slip of the same to the Tribunal. The Complainant on 14.03.2026, had sent the soft & hard copy, respectively, along with other documents to the Respondent by Courier, the receipt of which was sent to the Tribunal as well on the same day by the Complainant.

V.P. PATHAK  
H.J.S.  
Former Judge  
Sole Arbitrator

3. As per **Rule 5 of the INDRP Rules** the Tribunal issued a notice dated 17.03.2026 calling upon the Respondent to file its reply on the Complaint within fifteen days from the date of receipt of the notice and rejoinder within fifteen days thereafter, but the Respondent did not reply by 2.04.2026.
4. Since, no reply was filed by the Respondent so, in the interest of justice, the Tribunal gave an extension to the Respondent of 5 days till 6.04.2026, but there was still no response even though the Complainant had sent a hard copy of the Complaint to the Respondent.
5. The Tribunal is constituted under the INDRP Policy and Rules. Under rule 13, the arbitration proceedings must be conducted according to the Arbitration and Conciliation Act, 2019 (as amended up to date) read with the Arbitration & Conciliation Act, Rules, Dispute Resolution Policy and its by-laws, and guidelines, as amended from time to time.
6. As mentioned above, the Respondent has not replied to any of the notices hence, this Tribunal is bound to proceed Ex Parte against the Respondent.

⇒ **PARTIES TO ARBITRATION-**

7. The Complainant is Enterprise Holdings, Inc., a company incorporated under the laws of the United States of America and having its registered office at 600 Corporate Park Drive, St. Louis, Missouri 63105, United States of America. The Complainant is engaged in the transportation and mobility business and, through itself and its group entities, offers inter alia vehicle rental services, vehicle sharing services, truck rentals, retail vehicle sales, rideshare services, and automobile fleet management services in numerous countries across the world.
8. The Complainant is the proprietor of several well-known trademarks comprising and containing the marks “ENTERPRISE” and “NATIONAL”, which have been extensively used and promoted internationally in relation to its business activities. The Complainant has secured statutory protection for its said marks in multiple jurisdictions, including India, and claims substantial goodwill and reputation therein.
9. The Complainant has also established a substantial digital and commercial presence through its official domain names and websites, including those used for providing and promoting its services under the ENTERPRISE marks. The Complainant submits that, by virtue of such longstanding and extensive use, the said marks have become exclusively associated with the Complainant and its business.
10. The Complainant has filed this instant Complaint challenging the registration of the domain name enterpriseservicerental.in under the “.in” Domain Name Dispute Resolution Policy (INDRP) and the rules framed thereunder. The Complainant has preferred this Arbitration by raising this dispute for the reprisal of its grievances.
11. **Rule 2 of the INDRP Rules of Procedure** provides for communication/services of Complaint. Per this rule, the Respondent was sent a copy of the Complaint on the email shown in the domain name registration data in the .IN Registry’s WHOIS database.
12. Despite valid service of the Complaint & reminder through both electronic & physical modes, the Respondent has not filed any response or objections.

V. P. PATHAK  
H.J.S.  
Former Judge  
Sole Arbitrator

⇒ **FACTS OF THE CASE-**

• **Complainant:**

13. The Complainant has placed on record documentary evidence establishing its longstanding statutory and common-law rights in the trademark **ENTERPRISE**, along with its associated marks including **ENTERPRISE RENT-A-CAR**, **NATIONAL**, and **ALAMO**. The Complainant submits that these marks have been extensively used in connection with vehicle rental, transportation, and mobility services across multiple jurisdictions worldwide, thereby acquiring substantial goodwill and recognition. **ANNEXURE A**
14. The Complainant has further demonstrated that its business operations extend globally and that its services are widely accessed by consumers through both physical outlets and digital platforms. The Complainant's trademarks have, over time, become distinctive identifiers of its services, and are exclusively associated with the Complainant in the field of vehicle rental and related services.
15. The Complainant has also placed on record evidence of its official domain names and websites, including those incorporating the mark **ENTERPRISE**, which have been operational for several years. These platforms serve as the primary interface for customers seeking rental services, bookings, and related information, and are widely accessed by users across jurisdictions. **ANNEXURE B**
16. The Complainant has further demonstrated that its business operations extend globally and that its services are widely accessed by consumers through both physical outlets and digital platforms. The Complainant's trademarks have, over time, become distinctive identifiers of its services, and are exclusively associated with the Complainant in the field of vehicle rental and related services.
17. As per the WHOIS records placed on record, the disputed domain name "enterpriseservicerental.in" was registered on 18.06.2025 by the Respondent. The Complainant submits that this registration is subsequent to its longstanding use and reputation in the **ENTERPRISE** mark. **ANNEXURE C**
18. The Complainant has further submitted that the disputed domain name incorporates the dominant and distinctive element of its trademark "**ENTERPRISE**" in its entirety, along with the additional terms "service" and "rental", which are directly related to the Complainant's core line of business.
19. The Complainant contends that such composition is not coincidental but is deliberately structured to create an impression that the disputed domain name is connected with, endorsed by, or forms part of the Complainant's official service offerings.
20. In the field of vehicle rental and mobility services, the use of a brand name together with descriptive terms such as "service" and "rental" is commonly associated with official service portals, booking platforms, or authorised channels. In such circumstances, the incorporation of the Complainant's trademark together with these industry-specific terms is inherently likely to mislead internet users into believing that the disputed domain name represents an official or authorised platform of the Complainant.
21. The Complainant has further placed on record material to show that the Respondent has no authorization, license, or permission to use the Complainant's trademark in any manner, including as part of a domain name. **ANNEXURE D**

22. The Complainant submits that it became aware of the registration and use of the disputed domain name in the year 2025, upon which it initiated appropriate steps to protect its trademark rights and filed the present Complaint under the INDRP.
23. Upon discovering the impugned registration and use, the Complainant caused a cease-and-desist / notice communication dated **15.11.2025** to be issued to the Respondent through email, calling upon the Respondent to cease use of the disputed domain name and to take appropriate corrective steps. The Complainant submits that despite receipt of the said communication, the Respondent neither complied with the same nor offered any explanation or justification in response.

**ANNEXURE F**

24. From a domain name perspective, the distinctive portion of a domain name lies in the element preceding the suffix “.in”. The suffix “.in”, being a country-code top-level domain (ccTLD), is merely a technical requirement of registration and does not distinguish the disputed domain name from the Complainant’s trademark. In the present case, the dominant portion “enterpriseservicerental” continues to incorporate the Complainant’s mark in its entirety and reinforces the likelihood of confusion.
25. In view of the Complainant’s prior adoption of the mark and the goodwill accrued in its favour, the Complainant is recognized as the proprietor thereof, and the same is identified by consumers and members of the trade exclusively with the Complainant. Therefore, the adoption and use by any third party of a mark or domain name identical or deceptively similar to the trademark “ENTERPRISE” is likely to cause confusion and deception amongst the relevant class of consumers and members of the trade.

• **Respondent:**

26. The Respondent has not filed any reply, explanation, or justification in response to the Complaint, despite due service of notice. The Respondent has therefore failed to rebut the Complainant’s assertions or establish any rights or legitimate interests in the disputed domain name.

⇒ **CONTENTIONS OF PARTIES-**

• **Complainant:**

27. The Complainant contends that it is the prior adopter, lawful proprietor, and exclusive owner of the trademark ENTERPRISE, which enjoys statutory protection as well as substantial common-law rights arising from long and continuous use. It is submitted that the Complainant’s rights in the said mark substantially pre-date the Respondent’s registration of the disputed domain name enterpriseservicerental.in
- ANNEXURE E**
28. The Complainant further submits that the mark ENTERPRISE has acquired extensive reputation and goodwill in the field of transportation, mobility, and vehicle rental services, and has become exclusively associated with the Complainant’s business. It is contended that the disputed domain name wholly incorporates the Complainant’s dominant trademark and merely appends the descriptive expressions “service” and “rental”, both of which are directly connected with its line of business.

V. P. PATHAK  
H.J.S.  
Former Judge  
Sole Arbitrator

29. It is the Complainant's case that the addition of descriptive or generic words to a well-known trademark does not reduce or eliminate the likelihood of confusion, particularly where such words directly correspond to the services for which the Complainant is known. In this regard, the Complainant has relied upon settled principles of domain name jurisprudence, including *Yahoo! Inc. v. Akash Arora* and *Rediff Communication Ltd. v. Cyberbooth*, wherein it was recognized that domain names function as business identifiers and are entitled to protection akin to trademarks.
30. The Complainant also relies upon the decision of the Hon'ble Supreme Court in *Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.*, wherein it was held that domain names are not merely internet addresses but serve the same function as trademarks and are entitled to legal protection against deceptive or misleading use. The Complainant submits that the Respondent's adoption of the disputed domain name is squarely contrary to these settled principles.
31. The Complainant further submits that the Respondent has no rights or legitimate interests in respect of the disputed domain name. It is contended that the Respondent is neither commonly known by the name "ENTERPRISE" nor has it been authorized, licensed, or otherwise permitted by the Complainant to use its trademark in any manner. In this regard, reliance is placed on *Instagram LLC v. Ding Riguo (INDRP/1183)* and *Wacom Co. Ltd. v. Liheng (INDRP/634)*, wherein it was held that once a complainant establishes a prima facie case, the burden shifts to the respondent to demonstrate legitimate rights or interests.
32. The Complainant has also contended that the disputed domain name has been registered and is being used in bad faith. It is submitted that the Respondent registered the disputed domain name long after the Complainant's mark had acquired substantial reputation and international goodwill, and that the very composition of the disputed domain demonstrates knowledge of the Complainant's business and an intent to trade upon its goodwill.
33. The Complainant further relies upon *Morgan Stanley v. Bharat Jain*, wherein it was held that adoption of a domain name incorporating the essential and dominant feature of a well-known mark, without plausible justification, amounts to bad faith and is liable to be restrained. The Complainant submits that the Respondent's conduct in the present case is of a similar nature and falls within the mischief sought to be prevented under the INDRP.
34. In addition to the above, the Complainant also relies upon the principle recognized in *Google India Pvt. Ltd. v. Gulshan Khatri*, to the effect that where a disputed domain name wholly incorporates a well-known trademark and merely adds descriptive expressions connected to the complainant's business, such addition does not create any meaningful distinction and is, on the contrary, capable of increasing the likelihood of confusion.
35. The Respondent registered the disputed domain name after the Complainant had already acquired common-law trademark rights in its mark "ENTERPRISE". The disputed domain name appears to have been registered with a view to taking unfair advantage of the Complainant's goodwill and reputation, thereby shifting the burden on the Respondent to demonstrate any rights or legitimate interests in respect thereof.
36. Clause 3(d) of the INDRP requires a Respondent to not knowingly use the domain name in violation or abuse of any applicable laws or regulations. The obligations

imposed by clause 3(d) are an integral part of the INDRP applicable to all the Respondents, and cannot be ignored, as was observed by the Ld. Arbitrator in the case- *Momondo A/S vs. Ijorghe Ghenrimopuzulu*, INDRP Case No 882.

37. Thus, the Complainant prays for IN Registry of NIXI to transfer the disputed domain name “enterpriseservicerental.in” to the Complainant.

- **Respondent:**

38. The Respondent has not filed any reply. In the absence of any rebuttal, the Complainant’s assertions remain uncontroverted, and adverse inference is liable to be drawn against the Respondent.

⇒ **ANALYSIS-**

According to the above-mentioned facts of the case, the Tribunal must decide the following points-

**A. Whether the Respondent’s domain enterpriseservicerental.in is identical and confusingly similar to the trademark or service mark in which the Complainant has rights.?**

The Complainant has placed sufficient material on record to establish its statutory as well as common-law rights in the trademark ENTERPRISE, which has been used extensively in connection with vehicle rental, transportation, and mobility-related services. The disputed domain name enterpriseservicerental.in incorporates the Complainant’s dominant and distinctive mark ENTERPRISE in its entirety. The additional words “service” and “rental” do not distinguish the domain name from the Complainant’s mark; rather, they directly correspond to the Complainant’s line of business and increase the likelihood of confusion. These words are not arbitrary additions but are apt to reinforce the impression that the disputed domain name refers to an official rental or service-related portal of the Complainant. An ordinary internet user encountering the domain name would reasonably assume a direct nexus with the Complainant’s official operations. The suffix “.in”, being a country-code top-level domain (ccTLD), is merely a technical requirement of registration and does not confer any distinguishing character upon the disputed domain name. The principles laid down in *Yahoo! Inc. v. Akash Arora, Rediff Communication Ltd. v. Cyberbooth*, and *Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.* support the conclusion that where a domain name reproduces a complainant’s mark in a manner likely to cause confusion, the element of deceptive similarity stands established irrespective of the addition of descriptive expressions or domain suffixes.

In conclusion, the disputed domain name is confusingly similar in appearance, structure, commercial impression, and overall identity to the Complainant’s trademark ENTERPRISE, and is therefore liable to create an impression of association or affiliation with the Complainant.

**B. Whether the Respondent has rights claims, or legitimate interests in respect of the disputed domain name.?**

The Complainant has established a prima facie case that the Respondent has no rights, claims, or legitimate interests in respect of the disputed domain name. There is nothing on record to indicate that the Respondent is commonly known by the name “ENTERPRISE”, nor is there any material to show that the Respondent has acquired any independent trademark or trade name rights in the said expression. The Complainant has specifically asserted that no license, permission, or authorization was ever granted to the Respondent to use its trademark in any manner. Once such a prima facie case is made out, the burden shifts upon the Respondent to demonstrate some plausible right or legitimate interest in the disputed domain name. This principle has been consistently recognized under the INDRP, including in *Instagram LLC v. Ding Riguo (INDRP/1183)* and *Wacom Co. Ltd. v. Liheng (INDRP/634)*. In the present case, despite due service of the Complaint and notice of these proceedings, the Respondent has chosen not to appear or file any material in support of its registration. The composition of the disputed domain name itself further weakens any conceivable claim of legitimacy. A domain name consisting of the Complainant’s trademark coupled with words directly descriptive of the Complainant’s services cannot ordinarily be regarded as a bona fide or independent adoption. The Respondent has neither offered any explanation for selecting such a domain name nor shown any legitimate business or non-commercial purpose associated with the same.

In the absence of any explanation or defence, the Respondent has failed to establish any legitimate interest in the disputed domain name.

**C. Whether the Respondent’s domain name is registered or is being used in absolute bad faith?**

The surrounding facts and circumstances of the present case clearly indicate that the disputed domain name has been registered and is being used in bad faith. The Respondent registered the disputed domain name on 18.06.2025, long after the Complainant had established substantial goodwill, recognition, and online presence in relation to the ENTERPRISE mark. The adoption of a domain name which wholly incorporates the Complainant’s trademark together with words directly corresponding to its field of business cannot reasonably be treated as accidental or innocent. Bad faith in domain name matters is often discernible not merely from active misuse, but from the very structure, timing, and likely effect of the registration. In the present case, the disputed domain name is inherently capable of misleading consumers, diverting internet traffic, and creating an impression of association or affiliation with the Complainant. The use of the Complainant’s mark together with the expressions “service” and “rental” is strategically aligned with the Complainant’s business identity and is capable of exploiting user expectation and commercial trust. The Respondent’s silence further reinforces the inference of bad faith. Despite due notice, the Respondent has neither contested the proceedings nor offered any plausible explanation for the registration of the disputed domain name. Such non-participation, when viewed alongside the nature of the domain name and the Complainant’s prior rights, justifies an adverse inference. The Complainant’s case also finds support in *Morgan Stanley v. Bharat Jain* and *Momondo A/S vs. Ijorghe Ghenrimopuzulu*, which recognize that adoption of a domain name incorporating the dominant feature of a well-known mark, in abuse of existing legal rights, constitutes bad faith.

V.P. PATHAK  
H.J.S.  
Former Judge  
Sole Arbitrator

In conclusion, the Respondent's registration and use of the disputed domain name "enterpriseservicerental.in" is not bona fide, but is tainted with bad faith, and is liable to be dealt with accordingly under the INDRP.

⇒ **CONCLUSION-**

39. Considering the pleadings, documents, and material placed on record, this Tribunal is of the view that the Complaint has merit and deserves to be allowed. The Complainant has successfully established prior statutory and common-law rights in the trademark ENTERPRISE, and has further shown that such rights substantially pre-date the Respondent's registration of the disputed domain name.
40. The disputed domain name enterpriseservicerental.in incorporates the Complainant's dominant trademark ENTERPRISE in its entirety, together with expressions directly connected to the Complainant's line of business. The mere addition of such descriptive expressions does not create any meaningful distinction and is, on the contrary, likely to reinforce an impression of association with the Complainant.
41. It is further clarified that the presence of a generic or country-code top-level domain, whether ".com", ".org", or ".in", is merely a technical requirement of domain name registration and does not, by itself, confer any distinctiveness or legitimacy upon the registrant. In the present case, the use of the suffix ".in" does not alter the identity of the disputed domain name nor diminish the likelihood of confusion arising from the incorporation of the Complainant's trademark.
42. The Respondent has failed to place any material on record to establish any rights or legitimate interests in respect of the disputed domain name. Despite service of the Complaint and prior notice issued by the Complainant, the Respondent has chosen not to appear or contest the present proceedings. In such circumstances, the Complainant's assertions and supporting material remain unrebutted.
43. In view of the foregoing, this Tribunal holds that the disputed domain name enterpriseservicerental.in is confusingly similar to the Complainant's trademark ENTERPRISE, that the Respondent has no rights or legitimate interests therein, and that the said domain name has been registered and used in bad faith.
44. The Complainant has the full right and ownership over the domain name "enterpriseservicerental.in". Accordingly, the Complaint is allowed.

⇒ **ORDER-**

45. The .IN Registry of NIXI is directed to transfer the disputed domain name "enterpriseservicerental.in" to the Complainant forthwith. Registry to do the needful.
46. Parties to bear their own costs.
47. This Award is passed today at New Delhi on 8.04.2026.

V. P. PATHAK  
H.J.S.  
Former Judge  
Sole Arbitrator  
V.P.Pathak  
Sole Arbitrator  
8.04.2026