



**Disputed Domain Name: [www.electral.in](http://www.electral.in)**

**Decision of Ms. Pooja Dodd, Sole Arbitrator**

**INDRP Case No. 1256**

IN THE MATTER OF:

FDC Limited  
142-38, S.V. Road,  
Jogeshwari (West)  
Mumbai-400102

Complainant

Versus

Harshad Nabar  
F/6, Saraswat Colony,  
S.T. Road, Mahim,  
Mumbai-40016, Maharashtra

Respondent

**ARBITRATION AWARD**

**1. The Parties**

- i) The Complainant in this arbitration proceeding is FDC Limited, with its corporate office at 142-38, S.V. Road, Jogeshwari (West) Mumbai-400102, Maharashtra, India. The Complainant is represented by S.S. Rana & Co., Advocates.
- ii) The Respondent is an individual called Mr. Harshad Nabar, with address recorded with NIXI as F/6, Saraswat Colony, S.T. Road, Mahim, Mumbai-40016, Maharashtra and in the Settlement Agreement as 'JAYANTI', Plot No.157, Survey No.78, Opp. Telephone Exchange, Bhusari Colony, Pune -411038, India. The



email address connected with the Respondent is [harshadn@Rediff.co.in](mailto:harshadn@Rediff.co.in) and the phone number connected with the Respondent is (+91) 24449144.

**2. Domain Name and Registrar:**

- i) The Disputed Domain Name is [www.electral.in](http://www.electral.in) which was registered on August 19, 2009.
- ii) The accredited Registrar with whom the Disputed Domain Name is registered is Rediff.com India Limited situated at Mahalaxmi Engineering Estate, L.J First Cross Road, Mahim (West), Mumbai – 400016, India.

**3. Procedural History:**

- i) This Arbitration Proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (the “Policy”), adopted by the National Internet Exchange of India (“NIXI”) and the INDRP Rules of Procedure (the “Rules”), which were approved on June 28, 2005 in accordance with the Indian Arbitration and Conciliation Act, 1996. By registering the Disputed Domain Name with a NIXI accredited Registrar, the Respondent agreed to the resolution of the disputes pursuant to the Policy and the Rules.
- ii) The Complaint was filed by the Complainant with NIXI against the Respondent. NIXI verified the Complaint and its annexures for conformity with the requirements of the Policy and the Rules.
- iii) On July 29, 2020, I submitted a Statement of Acceptance and Declaration of Impartiality and Independence, as required by NIXI to ensure compliance with Paragraph 6 of the Rules.



- iv) NIXI notified the Parties of my appointment as the Arbitrator *via* email on July 30, 2020, and served an electronic copy of the Complaint on the Respondent. Thereafter, on July 30, 2020 itself, NIXI notified me that service to the Respondent was not complete as the emails bounced back, with a failure notice. On July 31, 2020, I informed the Parties about the commencement of Arbitration Proceedings and requested the Complainant to dispatch a physical copy of the Complaint along with the annexures to the Respondent, as the electronic delivery had failed. I also requested the Complainant to send a proof of dispatch to everyone concerned. By the same email, I also requested the Respondent to submit a response to the Complaint within 15 days. On August 4, 2020, the Complainant confirmed the dispatch and provided proof of dispatch of the physical copy of the Complaint along with the annexures to the Respondent.
- v) On August 12, 2020, I received an email from the Respondent requesting a settlement of the Dispute. The operative portion of the proposal for settlement reads as follows:
- “our Client has agreed to surrender the Domain name i.e., ‘ELECTRAL.IN’ with the condition that they get a period of 4 to 6 months to migrate to a new domain name.”*
- vi) As per Paragraph 14 of the Rules, if the Parties agree to settle the dispute, I am empowered to terminate the Arbitration and pass an Award in accordance with the settlement reached. Accordingly, on August 13, 2020, I wrote to the Parties and requested them to contact each other and try and settle the dispute. I informed them that, if settled, the Parties should execute a Settlement Agreement and send me a copy. In the event the Parties were unable to reach a settlement by August 30, 2020, I would proceed with passing an Award on merits.
- vii) Thereafter, emails were exchanged between the parties and I on August 14, 2020, August 24, 2020 and August 31, 2020. On September 1, 2020, the Complainant



requested for an additional week to finalize the Settlement Agreement with the Respondent, which was granted. Thereafter, on September 8, 2020, having settled the matter, the Parties sent an executed Settlement Agreement.

**4. Decision**

In terms of the Settlement Agreement between the Parties, I hereby direct that the Disputed Domain Name be transferred to the Complainant and the Respondent is requested to cooperate in the smooth transfer of the Disputed Domain Name. I request NIXI to oversee the transfer.

The Parties are to bear their own costs.

A handwritten signature in black ink, appearing to read 'Rajab Doh', with a horizontal line underneath it.

(Sole Arbitrator)

Dated: September 15, 2020