



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AM 424826

K. Rama Chandravathi

K. RAMA CHANDRAVATHI
STAMP VENDOR (L. No:27/99, RL.No.16/2008),
6-3-387, Beside Eanjara Durbar Hotel, Panjagutta,
HYDERABAD - 500 082. Phone. No. 23351799

110947 21/12/2010 100/-
Sold To... *Harini Narayanswamy*
No./W/o./D/o... *B. Narayanswamy*
Whom... *Self*

BEFORE THE NATIONAL INTERNET EXCHANGE OF INDIA
ARBITRATION AWARD

In The Matter Between

Avaya Inc.

Complainant

Versus.

Madhuram Sankaran
(A to Z Domain Solutions Pvt. Ltd.)

Respondent

Harini Narayanswamy

1. The Parties

The Complainant is Avaya Inc. of 211 Mount Airy Road, Baskin Ridge, NJ 07920 of the United States of America, represented in these proceedings by Shutts & Bowen LLP of the United States of America.

The Respondent is Madhuram Shankaran, of the School of Business Administration, North Eastern University, 110819 (No. 11, Lane 3, Wenhua Road) Shenyang Liaoning China.

2. The Domain Name, Registrar and Policy

This dispute pertains to the domain name <avaya.in>. The registrar for the disputed domain name is A to Z Domain Solutions Pvt. Ltd.

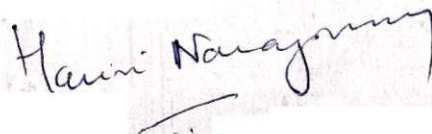
The Arbitration Proceeding is conducted in accordance with the Arbitration and Conciliation Act of 1996 (India), the .IN Domain Name Dispute Resolution Policy (the "INDRP Policy"), and the INDRP Rules of Procedure (the "Rules").

3. Procedural History

The sole arbitrator appointed in the case is Mrs. Harini Narayanswamy. The Arbitrator has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, in compliance with the Rules.

The Arbitrator received the Complaint from the .IN registry on November 26, 2010 and on November 29, 2010 transmitted by email a notification of commencement of the arbitration proceedings to the Respondent. Under the INDRP Rules, copies of the said notification were sent to other interested parties to the dispute. The Respondent was given twenty-one days time from the date of the notification to file a response.

The Respondent by email dated November 30, 2010 expressed willingness to settle the dispute by agreeing to transfer the disputed domain name to the Complainant for a consideration. The Complainant agreed for the proposal



of settlement of the dispute through a domain purchase agreement to be executed by the parties to the dispute.

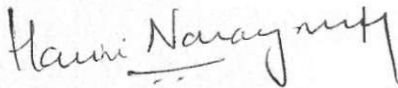
4. Discussion and Findings

The Arbitrator finds based on all the material on record that the parties have mutually agreed to settle their dispute amicably. The Parties to the dispute are not in disagreement regarding the transfer of the domain name to the Complainant. The Respondent has expressly consented to the transfer the disputed domain name to the Complainant by signing the Domain Purchase Agreement dated December 14, 2010.

Without prejudice to the issues raised by the Complainant in its Complaint, as the Respondent has consented to transfer the domain name to the Complainant, the Arbitrator holds that it is appropriate to transfer the domain name to the Complainant. The transfer is made as per the mutually agreed terms of settlement between the parties under the Agreement dated December 14, 2010.

5. Decision

The Arbitrator accordingly orders that the domain name <avaya.in> be unlocked and transferred to the Complainant.



Harini Narayanswamy (Arbitrator)
Date: December 16, 2010