



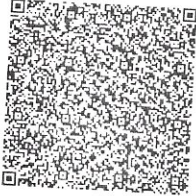
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

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Certificate Issued Date	: 29-Jun-2020 02:55 PM
Account Reference	: IMPACC (IV)/ dl831103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL83110313346795078383S
Purchased by	: SUDARSHAN KUMAR BANSAL
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUDARSHAN KUMAR BANSAL
Second Party	: Not Applicable
Stamp Duty Paid By	: SUDARSHAN KUMAR BANSAL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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**IN Registry**  
(NATIONAL INTERNET EXCHANGE OF INDIA)  
ADMINISTRATIVE PANEL DECISION  
SOLE ARBITRATOR: SUDARSHAN KUMAR BANSAL

COMPLAINANT  
Singapore Airlines Limited

INDRP Case No.1227

Vs.

RESPONDENT  
Wang Liqueur

**ARBITRATION AWARD**

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*Sudharshan Kumar Bansal*

**.IN Registry**  
**(NATIONAL INTERNET EXCHANGE OF INDIA)**  
**ADMINISTRATIVE PANEL DECISION**  
**SOLE ARBITRATOR: SUDARSHAN KUMAR BANSAL**

INDRP Case No.1227

**COMPLAINANT**

Singapore Airlines Limited  
Airline House  
25 Airline Road  
Singapore 819829  
SG

VERSUS

**RESPONDENT**

Wang Liqun  
1 Weihai Rd. 55, 1001 DK.  
Shanghai  
Shanghai 200050  
CN

**ARBITRATION AWARD**

1. The Complainant is aggrieved by the Respondent's registration and use of the domain name singaporeair.in registered through the sponsoring Registrar Endurance Domain Technology LLP, IANA ID 801217 and has accordingly made this Complaint seeking the relief that this domain singaporeair.in (impugned and/or disputed domain) be transferred to the Complainant.
2. The Complainant has preferred this Complaint on the basis of its claimed proprietary and ownership rights in its trade mark SINGAPOREAIR, SINGAPORE AIRLINES and domain bearing the word/mark SINGAPOREAIR being used by it in relation to transport services; transportation of passengers; transportation of goods; travel arrangement

*J. K. Bansal*



services for package holidays; transportation of passengers' vehicles; transportation of passengers' luggage; handling of baggage and of goods and related services and which trade marks the Complainants have been using since 1972 in relation thereto in the course of trade.

3. The Complainant claims to be using its said trade mark/domain name across various jurisdiction of the world and which trademarks are registered in India besides numerous overseas countries. According to the Complainant its said trade mark and domains have acquired a valuable trade goodwill and reputation with the Complainant and which trade mark/domains have attained distinctiveness duly connoting and denoting the goods and business of the Complainant alone and which goods and services thereunder are duly recognized by the market and trade as that of the Complainant and from the Complainants source and origin alone.

4. According to the Complainant its said trade mark/domain in relation to its said business has been and is being well used, well advertised, is well known, is well established and extremely visible in the market and trade including in the cyber markets. The Complainant claims to be internationally recognized as one of the world's leading carriers, ranked as the world best airlines by various accredited institutions and to have received numerous recognitions awards and accolades by the industry and to have generated operating profits of over USD One (1) billion in the fiscal year 2018-2019.

5. In support of its rights and use the Complainant has made numerous pleadings and filed numerous documents which would be dealt with in so far as they are relevant in the course of this Award.

6. According to the Complainant, the Respondent's impugned domain singaporeair.in is identical with and/or deceptively similar to the Complainant's said trade mark/domain SINGAPOREAIR being a pirate

*SK Bhandari*



thereof and in violation of the Complainant's rights therein. According to the Complainant the adoption and/or use of the impugned domain by the Respondent is malafide and actuated for making illegal gains by trading upon the Complainant's goodwill and reputation attached to the Complainant's said trade mark/domain resulting in consumer deception. According to the Complainant, the use adoption and registration with the sponsoring Registrar of the impugned domain is without the leave license of the Complainant and that the Respondent have no rights or legitimate interest in the impugned domain.

7. The .IN Registry appointed me as an Arbitrator to adjudicate this Complaint in accordance with the Arbitration and Conciliation Act, 1996; .IN Domain Name Dispute Resolution Policy; Rules of Procedure and/or bye-laws, rules and guidelines made therein and notified the factum thereof to the Complainant through its attorneys and authorized representatives, as well as the Respondent vide its email of 11<sup>th</sup> May, 2020. The .IN Registry vide its e-mail of 11<sup>th</sup> May, 2020 served upon me the complete set of the Complaint with the Annexures duly informing that the physical copies thereof will not be dispatched/couriered due to the COVID-19 complete lockdown by the Government of India throughout the country.

8. Thereafter, I (Arbitral Tribunal) issued notice dated 18<sup>th</sup> May, 2020 through E-mail to the .IN Registry and the Complainant with copy to the Respondent to furnish the complete address, telephone numbers and other contact details of the Respondent to enable effecting of service/notice on the Respondent. Pursuant thereto, the contact details of the Respondent were furnished to by the .IN Registry vide its E-mail of 18<sup>th</sup> May, 2020. The Complainant thereafter vide its e-mail of 22<sup>nd</sup> May, 2020 addressed to the .IN Registry with copy to me (Arbitral Tribunal) forwarded the amended Complaint with Annexures incorporating the Respondents necessary information.

*J-K Bhatnagar*



9. Thereafter I (Arbitral Tribunal) issued notice to the Respondent vide E-mail of 28<sup>th</sup> May, 2020 with the copy of the amended Complaint and documents wherein the Respondent was notified about my appointment as the Arbitrator and was given an opportunity to submit its written response to the Complaint stating its defence together with documents supporting its position within ten (10) days. The copy of the said notice was also sent to the Authorized representative of the Complainant. The Respondent did not respond to the said notice nor filed its response/defence. Thereafter I (Arbitral Tribunal) issued another notice to the Respondent with copy of the amended Complaint and documents vide E-mail dated 10<sup>th</sup> June, 2020 bringing to the notice of the Respondent of its not filing any reply/defence and giving to the Respondents another opportunity of submitting its reply/defence with documents in support of its position within ten (10) days. In this notice of 10<sup>th</sup> June, 2020 it was made clear that no further opportunity would be granted and in case of default I shall proceed and decide the Complaint in accordance with law. The copy of this Notice was also copied to the authorized representative of the Complainant. The Respondent did not even comply with this notice and did not file any reply/defence within the granted time.

10. In the aforesaid facts and circumstances and in light of the material on record I now proceed to adjudicate this Complaint.

11. The trademark SINGAPORE AIRLINES and SINGAPOREAIR are duly registered in India under the Trade Marks Act, 1999 (the Trade Marks Act for short) in favour of the Complainant as per the following particulars:-

Trade Mark	Application/ Registration No.	Date of Application/ Registration	Country	Class(es)	Goods

*[Handwritten signature]*

SINGAPORE AIRLINES	339671	14/08/1978	IN	25	Clothing including boots, shoes and slippers.
SINGAPORE AIRLINES	339675	14/08/1978	IN	18	Leather & imitations of leathers, articles made from these materials and not included in other Classes, skins, hides, trunks & travelling bags, umbrellas parasols
SINGAPOREAIR	1580119	18/07/2007	IN	039	Transport services; transportation of passengers; transportation of goods; travel Arrangement services for package holidays; transportation of passengers' vehicles; transportation of Passengers' luggage; handling of baggage and of goods
SINGAPORE AIRLINES	1255123	12/12/2003	IN	039	Air transportation services; transportation of passengers by air; transportation of goods of air.

The Complainant has placed on record as part of **Annexure-E** copies of the search results pertaining to these registrations as obtained from the e-records of the Indian Trade Mark Registry. These registrations are also borne out from the official website of the Indian Trade Mark Registry. As such these trademark registrations stands established.

*J. K. B. [Signature]*



12. The goods and services covered by these registrations specially those in class-39 are the main say of the Complainant's business activities of providing transportation services and activities related thereto.

13. These Indian Trade Mark registrations confer valuable rights in the registered Trade Marks upon the Registrant viz Complainant in this case. These registrations have a presumptive validity attached to them as also they are a presumptive evidence of title in favor of the Registrant [See American Home Products Corporation Vs. Mac Laboratories Pvt. Ltd. & Anr. reported in AIR 1986 SC 137; National Bell Co. Vs. Metal Goods Mfg. Co (P) Ltd. & Anr. reported in AIR 1971 SC 898].

14. The Complainant owns trademark registrations across various overseas countries for the trademark SINGAPOREAIR in class 39 as per the following particulars:-

Trade Mark	Application / Registration No.	Date of Application/ Registration	Country	Classes
SINGAPOREAIR	T0716013Z	23.07.2007	SG	039
SINGAPOREAIR	945700	07.11.2007	AU	039
SINGAPOREAIR	945700	07.11.2007	WO (AU, BX, CN, DE, EG, ES, FR, GB, GR, IT, JP, KR, RU, TR, VN)	039
SINGAPOREAIR	3494403	02.09.2008	USA	039

The Complainant has placed on record as part of Annexure-E photocopies of Trademark Registration Certificates/online status results in respect of these registrations.

*Handwritten signature and a large 'X' mark.*

15. The Complainant's trademark SINGAPOREAIR also forms part of the Complainant's domains duly registered with their respective sponsoring Registrars as per the following particulars:-

DOMAIN NAME	REGISTRATION DATE
singaporeair.com	16.03.1995
singaporeair.co.in	31.05.2004

In support of the said domains the Complainant has placed on record as part of **Annexure-C and H** printouts from the Whois search results and from its website triggered by the said domains.

16. The Complainant has placed on record as part of **Annexure-G** downloads from its website [www.singaporeair.com](http://www.singaporeair.com) and its Annual Report for the financial year 2018-2019. The downloads from the website bring out the heritage, standing, achievements, attainments and facets of the Complainant and its business activities. The Complainant as per these literatures is internationally recognized as one of the world's leading carriers. It has ranked as the world's best airline in 2019 by TripAdvisor Travellers' choice, Traveller's World Magazine, DestinAsian (for the 14<sup>th</sup> consecutive year), Business Traveler USA (for the 29<sup>th</sup> time) and Conde Nast Traveler (for 30 out of 32 years) among others. Additionally, Fortune Magazine ranked SIA as 18<sup>th</sup> in the Top 50 World's Most Admired Companies.

The afore-referenced Annual Report of the Complainant highlights the Complainant's activities, performance and financials. According to this Annual Report for the fiscal year of 2018-2019, the Complainant carried a total of 20,738,001 passengers in 121 passenger aircrafts in fleet to 63 destinations. The Complainant reported an annual revenue of about \$16.3

*S. K. Bannan*

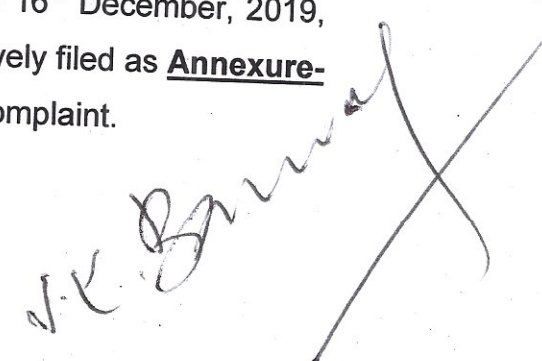


billion, a group operating profit of over \$1 billion and a group net profit of \$ 683 million.

17. In addition to the aforesaid the Complainant has also placed on record as part of Annexure-G downloads from the social network sites Facebook and Instagram and as part of Annexure-H screen shots obtained from its website under the domain www.singaporeair.com. These screen shots and downloads display the various services being offered by the Complainant as also convey information on the activities of the Complainant including flight booking details, tours and holidays. The aforesaid website and social network sites have worldwide reach and access including in India.

18. As per the .IN Registry's WHOIS database filed as Annexure-B to the Complaint, the disputed/impugned domain name www.singaporeair.in is registered with the sponsoring Registrar Endurance Domain Technology LLP, IANA ID 801217 with creation date of 12<sup>th</sup> February, 2012 and over which the Respondent acquired control in the year December, 2014. This rival domain registration and its acquisition by the Respondent is much subsequent to the Complainant's afore-noticed four Indian trademark registrations (Para-11 above) as also to the registrations in overseas countries (Para-14 above) and domain registrations (Para-15 above) all of which are much prior to the year 2012.

19. The Respondent has not contested the Complainant's rights and use in the present Complaint in the trademark/domain SINGAPOREAIR by not filing any response. The Respondent also did not furnish any reply/response to the cease and desist letters dated 16<sup>th</sup> December, 2019, 22<sup>nd</sup> December, 2019 and 6<sup>th</sup> January, 2020 (collectively filed as Annexure-M to the Complaint) prior to the filing of the instant Complaint.





20. In light of the aforesaid, I am of the considered view that the Complainant has been able to establish it has been in active business under its said trademark/domain SINGAPOREAIR and trademark SINGAPORE AIRLINES through the internet and its website having access internationally as well as in India. The Complainant's said trademark/domain and its activities thereunder were already in existence, in vogue and in use in the market enjoying noticeable visibility to the knowledge and understanding of the Respondent itself much prior to the creation of the impugned domain (year 2012) and of the Respondent acquiring control over it (year 2014). In fact the Respondent himself has been using the impugned domain and its website triggered thereby to list third party links offering thereon the very same services being offered by the Complainant (as per Annexure-F filed with the Complaint being a screen shot obtained from the Respondent's impugned website under the impugned domain). The Respondent would do so only if the Complainant's said trademark/domain SINGAPOREAIR and trademark SINGAPORE AIRLINES enjoyed goodwill, reputation and standing in the market upon which the Respondent can bring to itself some gains or benefits or why else would the Respondent so do so. As such it can safely be held that the Complainant's business under its said trademark/domain SINGAPOREAIR and trademark SINGAPORE AIRLINES enjoys commercial visibility and market presence and of the market and trade being aware thereof. Accordingly, in my considered view, the Complainant has been able to establish its rights, claims and interests in its said trademark/domain SINGAPOREAIR and trademark SINGAPORE AIRLINES in relation to its said business activities and can base a just cause thereon.

21. The disputed domain bears the Complainant's trademark and domain SINGAPOREAIR in its entirety without there being even a one letter difference. The word/mark SINGAPOREAIR is the essential, dominant and distinguishing feature of the disputed domain. It is with reference to the

*J. K. Barmar*



word/mark SINGAPOREAIR that the disputed domain would be remembered or accessed to by an average consumer. The second level domain of the disputed domain name consists purely of the Complainant's said trade mark/domain SINGAPOREAIR. Consequently the impugned domain is identical with and deceptively similar to the Complainant's prior and well established trademark/domain SINGAPOREAIR. [K.R. Chinna Krishna Chettiar Vs. Sri Ambal and Co and Anr. AIR 1970 SC 146 ; Ruston & Hornby Ltd., Vs. Zamindara Engineering Co., 1970 (2) SCR 222 ; B.K. Engineering Company v/s U.B.H.I. Enterprises (Regd). AIR 1985 Delhi 210 (DB) ; Kirorimal Kashiram Marketing & Agencies Pvt. Ltd., Vs. Shree Sita Chawal Udyog Mill 2010 (44) PTC 293 (Del.) (DB)].

22. The very adoption and/or use of the disputed domain by the Respondent is without the leave, license or approval of the Complainant. This is apparent from the fact that prior to the filing of this Complaint, the Complainant had issued cease and desist letters dated 16<sup>th</sup> December, 2019, 26<sup>th</sup> December, 2019 and 6<sup>th</sup> January, 2020 upon the Respondent and copies whereof have been filed as Annexure-M to the Complaint. In these letters the Complainant has *interalia* set out its rights in its trademark SINGAPOREAIR including its trademark registrations, the bad faith of the Respondent in the adoption and use of the impugned domain and sought from the Respondent to cease trading under the impugned domain and to transfer it to the Complainant. The Respondent did not reply to any of these letters.

23. As noticed above the Respondent is using the disputed domain to redirect internet users to a website featuring links to third party websites some which directly compete with the Complainant's business. The website under the disputed domain features multiple third party links for services that compete with the Complainant's offerings including links such as International flights and booking flights. This is apparent from the screen

*K. B. Ram*



shot obtained from the website of the Respondent parked on the impugned domain and filed as **Annexure-F** to the Complaint. On this website under the impugned domain **(Annexure-F)** the Complainant's airline namely "Singapore Airlines" is clearly mentioned on the beginning itself. Thus the various offerings like air tickets, flight status, book flights, airline miles etc., on the Respondent's website can clearly be related to the Complainant and/or would be so construed to by an average consumer in as much as having regard to the complete similarity/identity between the Complainant's said trademark/domain SINGAPOREAIR and the impugned domain and the nature of the rival and competing services such a consumer with imperfect memory would be led into believing that some nexus, association or connection exists between the Complainant and the Respondent or of the impugned domain and the website thereunder to be in fact of the Complainant or sponsored, licensed or affiliated with the Complainant or to be an extension of the Complainant's business while in fact it is no so. Consequently, I am of the considered view that by the impugned domain and its use whether present or prospective an unjust association would be formed between the Complainant and the Respondent leading to market and consumer deception. **[See Montari Overseas Ltd., Vs. Montari Industries Ltd., 1996 (16) PTC 142 Del (DB) ; Ravenhead Brick Company Ltd., Vs. Ruaborn Brick & Tera Cotta Co. Ltd., (1937) 54 RPC 341 (Ch.D) ; Semigres TM (1979) RPC 330].**

24. A consumer or internet user seeking to access the Complainant or its services by erroneously or inadvertently suffixing the "second level" domain i.e., SINGAPOREAIR with the ccTLD (country code top-level domain) .in would be misled to the Respondent and through the Respondent to some third party business and consequently would be deceived by reaching some where else and not to the Complainant as it had intended.

*J. K. Bammal*



25. On reaching the Respondent such consumer would find the same nature and business as that of the Complainant. Such a consumer would not get what he intended and instead would be deceived and would adversely relate the impugned website to the Complainant or do business in the impugned website.
26. Besides the Complainant would have no hold on the Respondent or its licensee/assignee impugned domain name usage and would always suffer by any inferior quality of services being rendered by them thereunder. The Complainant's goodwill and reputation would be left in the hands of the Respondent or a third party over whom the Complainant would have no control. **[See Baker Hughes Limited Versus Hiroo Khushalani 1998 (18) PTC 580 (Del)].**
27. All these violative acts of the Respondent through the disputed domain would perpetually and irreparably not only tarnish the business of the Complainant but also dilute, diminish, erode and eclipse the goodwill, reputation and distinctiveness attached to the Complainant's registered and prior adopted and prior in use trademark SINGAPOREAIR and its official domain. Not only that even the consumers would suffer as they would not get what they expected and instead would be deceived. Consumer deception and loss and injury being caused to the Complainant as well as to the consuming public is inevitable.
28. The Complainant has placed on record as **Annexure-I** a print-out obtained from the website under the domain sedo.com wherein the disputed domain is being offered for sale with the option for interested users to submit offers to the Respondent viz the website under the impugned domain. A perusal of this **Annexure-I** clearly reveals the Respondent to be a cyber-squatter/cyber pirate and to be trafficking in the disputed domain name and whose only interest in the disputed domain name is to derive

J.K. Sharma

illegal money from its sale. "Cyber-piracy" has been defined as "the act of registering a well-known name or mark" (or one that is confusingly similar) as a website's domain name, usually for the purpose of deriving revenue" **[See The BLACKS LAW DICTIONARY 444 (9<sup>th</sup> Ed. 2009)]** while trafficking has been recognized by the Hon'ble Supreme Court of India in its decision of **American Home Products Corporation vs. Mac Laboratories Pvt. Ltd. reported in AIR 1986 SC 136** as a "cardinal sin" of Trade Mark law. In the very same judgment the Hon'ble Supreme Court has held trafficking to involve obtaining registration of Trade Marks without any intention to use it in relation to any goods but merely to make money out of it by selling it to others the right to use it. This dictum applies equally to domain names as the fundamental principles of Trade Mark Law apply to domain name dispute.

29. All the afore noticed acts and deeds of the Respondent in my view clearly establish the very adoption and use of the impugned and disputed domain name and its registration with the sponsoring Registrar to be actuated in bad faith, malafide and fraud and of the Respondent to have no legitimate right or interest in the disputed domain and of there being no elements of goodfaith, good intention or honesty involved with the Respondent viz the impugned domain involved. This, in addition, is further apparent from the following:-

- (a) The Respondent has not furnished any explanation on its use and adoption of an identical prior and senior trade mark/domain SINGAPOREAIR belonging to the Complainant. This is more so as the Complainants said trade mark is duly registered under the Trade Marks Act, 1999 in India as also registered in various overseas countries and of the Complainant's said trade mark/domain enjoying noticeable goodwill, reputation and commercial visibility with the Complainant and all prior to the impugned/disputed domain.

*J.K. Sharma*



- (b) The Respondent was well aware of the Complainant and the Complainants said prior and senior trade mark/domain and the rights and benefits attached thereto at the time of its impugned adoption and/or use of the impugned domain. This is apparent from the contents of the Respondents impugned website itself (screenshots obtained therefrom as per Annexure-F) and the incidences related thereto as noticed above including of the Respondent itself offering services in relation to the Complainants businesses and identifying the Complainant therein.
- (c) The Respondent who is active on its website (as per Annexure-F) is an internet user having knowledge and interest in the internet and awareness of the concepts of e-commerce and online markets actuated through the internet mediums triggered through domains must be well aware of the Complainant and the Complainants said trade mark/domain or could have become aware thereof. The Respondent could not have been ignorant about domains specially as registration of domains, designing, maintenance and use of websites entail time money skill and effort on a continuous basis and they cannot be as a matter of chance or borne out of ignorance.
- (d) The Respondent is using the impugned domain viz. website thereby in the course of trade and to make business and profits for himself or why else would the Respondent so adopt and use the impugned domain and invest time, money, efforts and skills thereon. The Respondent's impugned conduct speaks for itself (*res ipsa loquitur*) and falls short of the standards of acceptable commercial behavior.
30. As the very adoption and/or use of the impugned domain is tainted at inception the Respondent must be held to be aware of the consequences

*J. K. Barman*



which would ensue from such a malafide and bad faith adoption and/or use and as such its impugned adoption and/or use cannot be given any credence. [see Hindustan Pencils Pvt. Ltd., Vs. India Stationery Products 1989 PTC 61 (Del)].

31. The right conferred on a trade mark by virtue of its registration or by virtue of its prior user acquired goodwill reputation and distinctiveness encompasses within its fold the right to so use and exploit it as a domain name or part thereof. A domain name use "of a trade mark" in relation to goods or services amounts to the use thereof "as a trade mark" **[Section 2 (2), 27, 28 of the Trade Marks Act]**. This is more so as under the impugned Domain Name and the website triggered thereby there is an offer of services. The Complainant is using the respective domain name in the context of a commercial activity with the view to economic advantage and hence in the course of trade.

32. A Registered trade mark can be infringed by its rival unauthorized use as a part of a domain name; as also the goodwill, reputation and distinctiveness attached to a trade mark (whether registered or unregistered) can be violated by way of passing off by a rival unauthorized use as a part of domain name. In either case the Trade Mark registration or the goodwill and reputation attached to a trade mark has to be protected against such unauthorized domain name use. [See Bharti Airtel Limited Vs. Rajiv Kumar-2013 (53) PTC 568(Del); Tata Sons Limited Vs. D. Sharma & Anr.-2011 (47) PTC 65 (Del.); Dr. Reddy's Laboratories Limited Vs. Manu Kosuri & Anr.-2001 PTC 859 (Del); Mars Incorporated Vs. Kumar Krishna Mukherjee & Ors.-2003 (26) PTC 60 (Del)].

33. Such rights and specially the rights conferred by Trade Mark registrations under the Trade Marks Act or by priority in adoption and use, goodwill, reputation and distinctiveness have to be protected and upheld even if it is against a rival domain bearing the said trade mark

*J. K. Bannal*



SINGAPOREAIR as inter-alia there is a close relationship between trademarks and domain names and as the basic principles of trade mark and passing off laws apply to domain name dispute as well. Trade Mark Registrations have a presumptive validity attached to them and are a presumptive evidence of title in favour of the Registrant/Complainant. The trade mark registrations or common law rights therein or its goodwill or reputation and distinctiveness attached thereto can be violated even against the rival unauthorized use thereof as part of a rival domain name. [See American Home Products Corporation Vs. Mac Laboratories Pvt. Ltd., & Anr. Reported in AIR 1986 SC 137 ; Satyam Infoway Ltd., Vs. Sifynet Solutions Pvt. Ltd., 2004 (28) PTC 566 (SC) ; Bharti Airtel Limited Vs. Rajiv Kumar-2013 (53) PTC 568 (Del) ; B.K. Engineering Co. Vs. U.B.H.I. Enterprises reported in AIR 1985 Delhi 210 ; LT Foods Limited Vs. Sulson Overseas Pvt. Ltd., 2012 (51) PTC 283 (Del)].

34. In my considered view the Complainant has discharged its onus/burden of proof and has established its proprietary and enforceable rights in its trade mark/domains SINGAPOREAIR and which have been violated by the impugned domain. The Respondent has neither traversed nor challenged the Complaint facts against it. Such a non-traverse has to be taken against the Respondent [Uttam Singh Dugal & Company Limited V/s Union Bank of India & Ors – reported in AIR 2000 SC 2740].

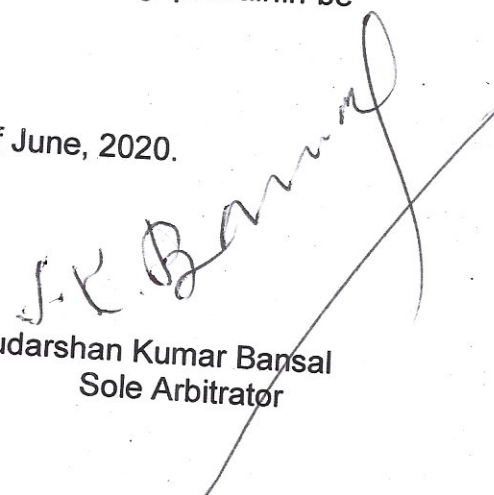
35. Trade Marks and domains have been accepted to be valuable business assets to be protected against their wrongful adoption and use as rival domains and such violations have to be removed in the interest of the right holder and consumers swiftly and effectively.

36. I have no reservation in holding that the Complaint must be allowed.

*J.K. Bhowmik*

Accordingly it is decided that the disputed domain name singaporeair.in be transferred to the Complainant.

Signed at New Delhi, India on this 29<sup>th</sup> day of June, 2020.



Sudarshan Kumar Bansal  
Sole Arbitrator