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Unique Doc. Reference	: SUBIN-DLTL-SELF17371261044856S
Purchased by	: POOJA DODD
Description of Document	: Article 12 Award - Immovable
Property Description	: IN RELATION TO ARBITRATION AWARD
Consideration Price (Rs.)	: 0 (Zero)
First Party	: POOJA DODD
Second Party	: NOT APPLICABLE
Stamp Duty Paid By	: POOJA DODD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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ARBITRATION AWARD

.IN REGISTRY - NATIONAL INTERNET EXCHANGE OF INDIA (NIXI)

.IN Domain Name Dispute Resolution Policy

INDRP Rules of Procedure

Statutory Alert:

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Disputed Domain Name: CSMIA.IN
Decision of Ms. Pooja Dodd, Sole Arbitrator
INDRP Case No. 1223

IN THE MATTER OF:

Mumbai International Airport Limited,
Office of the Airport Director,
Terminal 1-B, 1st Floor,
Chhatrapati Shivaji International Airport,
Santacruz (E), Mumbai-400099 India

...Complainant

Versus

Sugra K,
Banjara Hills, Telangana
Hyderabad 500034
IN

...Respondent

1. The Parties:

1.1. The Complainant in this Arbitration Proceeding is Mumbai International Airport Limited with its corporate headquarters at Office of the Airport Director, Terminal 1-B, 1st Floor, Chhatrapati Shivaji International Airport, Santacruz (E), Mumbai-400099 India, represented by BananalP Counsels, with registered office at No 40, First and Second Floor, JC Industrial Estate, 3rd Main, Kanakapura Road, Bangalore 50006.

1.2. The Respondent is Sugra K of Banjara Hills, Hyderabad, Telangana 500034, India. The email address provided for the Respondent is skhambatta@hotmail.com and the phone number provided is +91-8142467852.

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2. Domain Name and Registrar:

- 2.1. The Disputed Domain Name is <csmia.in> which was registered on December 8, 2016.
- 2.2. The accredited Registrar with whom the Disputed Domain Name is registered is Dynadot LLC, situated at 210 S Ellsworth Ave #345, San Mateo, CA 94401, United States of America.

3. Procedural History:

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 resolution of disputes related to the Disputed Domain Name in accordance to the Policy and the Rules. As per the information received from NIXI, the history of the proceeding is as follows:

- 3.1. The Complaint was filed with NIXI, against the Respondent. NIXI verified the Complaint and its Annexures for conformity with the requirements of the Policy and the Rules.
- 3.2. On May 8, 2020, I submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by NIXI to ensure compliance with Paragraph 6 of the Rules.
- 3.3. NIXI notified the Parties of my appointment as the Arbitrator via email on May 11, 2020 and served an electronic copy of the Complaint on the Respondent. Given the nationwide lockdown due to COVID-19 and in adherence with Rule 2 (e) of the INDRP Rules of Procedure, the electronic service of the Complaint along with annexures was adequate service. I informed the Parties about the commencement of Arbitration Proceeding on May 11, 2020 and the Respondent

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was directed to submit a Response within 10 days of the notification of the Complaint by NIXI.

- 3.4. On May 18, 2020, the Respondent submitted a Response to the Complaint. Subsequently, on June 8, 2020, the Complainant submitted a Rejoinder which was taken on record and I asked the Complainant for a clearer copy of their Annexure-D and sought certain clarifications from the Respondent. On June 10, 2020, the Complainant sent a clear copy of Annexure D and on June 16, 2020, the Respondent sent his Response to Complainant's Rejoinder.

4. Grounds for Arbitration Proceedings

As per the Policy, any Person who considers that a registered domain name conflicts with their legitimate rights or interests may file a Complaint to the .IN Registry on the following premises:

- A. The Disputed Domain Name is identical or confusingly similar to a name, trade mark or service mark in which the Complainant has rights;
- B. The Respondent has no rights or legitimate interest in respect of the domain name; and
- C. The Disputed Domain Name was registered and is being used in bad faith.

5. Summary of the Complainant's Contentions:

In support of its case, the Complainant has made the following submissions:

- 5.1. The Complainant is currently engaged in the operation/ management, development and improvement of the Chhatrapati Shivaji Maharaj International Airport Mumbai, or "CSMIA" as it is popularly known. Chhatrapati Shivaji Maharaj International Airport Mumbai is the primary international airport serving the Mumbai Metropolitan area, and was formerly known as Chhatrapati Shivaji International Airport Mumbai ("CSIA").



- 5.2. The Complainant was incorporated on March 2, 2006, and is a JVC between a GVK-led consortium and Airports Authority of India. The Complainant was awarded the mandate of modernizing and upgrading the Chhatrapati Shivaji Maharaj International Airport Mumbai, Mumbai in February 2006.
- 5.3. CSMIA was known as "Sahar Airport" until 1999 and thereafter, it was renamed as "Chhatrapati Shivaji International Airport " in honour of the Maratha King Chhatrapati Shivaji Maharaj. The Maharashtra State Government decided on December 8, 2016 to rename the airport to "Chhatrapati Shivaji Maharaj International Airport" and this change was carried out on August 30, 2018.
- 5.4. The Complainant submits that by virtue of its operation and management of the CSMIA, and its extensive use of the marks CHHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT and its abbreviation CSMIA, the marks CHHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT and CSMIA are exclusively associated with the Complainant.
- 5.5. The Complainant has registrations for the mark CHHATRAPATI SHIVAJI INTERNATIONAL AIRPORT in multiple classes and the abbreviation CSMIA is commonly used to refer to the airport and the Complainant uses the abbreviation for the airport's website as well as incorporates it into the airport's official social media pages including, Facebook, Twitter, and Instagram. The Complainant's social media pages have nearly 1,64,000 followers on Facebook, over 41,000 followers on Twitter, and nearly 24, 000 followers on Instagram.
- 5.6. Aggrieved by the registration of the Disputed Domain Name by the Respondent, the Complainant issued a Cease and Desist Notice dated December 18, 2019, *via* email through the Registrar. When the Respondent failed to respond to the first Cease and Desist Notice, a subsequent Notice dated January 12, 2020 was sent to the Respondent. Thereafter, on January 13, 2020, the Respondent asked for proof of the Complainant's trademarks and the date on which the airport changed its name. The Complainant responded on January 17, 2020 and there was no further correspondence between the parties and the Complainant proceeded to file this Complaint.



5.7. In support of the contentions, the Complainant has furnished copies of the following documents:

Annexure A	The WhoIs details of the Disputed Domain Name
Annexure B	Status of the Complainant's trademark applications as available on the Intellectual Property India Website and the registration certificates issued by the Trade Mark Office
Annexure C	The Certificate of Incorporation of the Complainant
Annexure D	Media reports about CSMIA and its renaming
Annexure E	Screenshots of the Complainant's social media pages for the Mumbai Airport
Annexure F	Notices issued by the Complainant and the Response received from the Respondent
Annexure G	Google Search Results for the term CSMIA
Annexure H	Screenshot of the page hosted at the Disputed Domain Name
Annexure I	Screenshot of the search conducted on the website www.archive.org
Annexure J	The IDN Terms and Conditions for Registrants issued by the .IN Registry
Annexure K	.IN Dispute Resolution Policy and INDRP Rules of Procedure

6. Summary of the Respondent's submissions

In response, the Respondent has made the following submissions:

6.1. The Respondent has rights and legitimate interests in the Disputed Domain Name and the Disputed Domain Name was not registered in bad faith. The Disputed Domain Name was registered on December 8, 2016 and any rights the Complainant may have accrued in CSMIA were subsequent to the date of registration of the Disputed Domain Name.

- 6.2. The Complainant is trying to usurp the Disputed Domain Name by Reverse Domain Name Hijacking. The name of the airport was changed as recently as August 2018 and as the Complainant does not have any trademark registration for CSMIA, the Complainant cannot claim exclusive rights to the abbreviation.
- 6.3. The Disputed Domain Name was registered in good faith and putting it on Sedo, a worldwide domain name marketplace used by millions of people and companies, is a legitimate business and the Respondent has rights in the Disputed Domain Name which does not infringe on the rights of the Complainant, and hence is not being used in bad faith. The Disputed Domain Name is using a parking page that shows a single related link of “Colleges and Universities”, and this makes no reference to the Complainant or its services and products. The Respondent has registered and used the Disputed Domain Name for its inherent value as an acronym domain name (and, as such, may have a number of meanings, representing an acronym or a generic term) and not in an attempt to take advantage of the Complainant's alleged rights. Given the prior registration, the Respondent's right of seniority and priority ought to be given preference as a recognized equitable right.
- 6.4. In support of the contentions, the Respondent has annexed screen captures of the following documents:

Annexure 1	CSMIA.IN domain name registration by the Respondent
Annexure 2	The date Chhatrapati Shivaji Maharaj International Airport existed from (sic)
Annexure 3	CSMIA.AERO domain name registration by the Complainant
Annexure 4	CSIA.IN domain name registration by Mumbai International Private Airport Limited
Annexure 5	Registration of “Mumbai International Airport” trademark by Mumbai International Private Airport Limited

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7. Summary of Complainant's Rejoinder:

The Complainant filed a Rejoinder and the key contentions are summarized below:

- 7.1. There is no reason for the Respondent to have adopted the abbreviation CSMIA, as the combination of the letters C, S, M, I, and A in this order does not have any meaning or value in itself and the Respondent is simply trying to make illegal and illegitimate gain from the well-earned reputation of the Complainant's mark "CSMIA".
- 7.2. The Respondent has failed to establish legitimate rights in the Disputed Domain Name and opportunistically registered the Disputed Domain Name immediately after it was first reported that the Government of Maharashtra had decided to change the name of the Mumbai Airport from Chhatrapati Shivaji International Airport to Chhatrapati Shivaji Maharaj International Airport.
- 7.3. The Respondent would have been aware about the Complainant and also the renaming of the Mumbai Airport, if the Respondent had conducted a simple Google search in respect of "CSMIA" and hence the Respondent cannot claim that he was not aware about the Complainant at the time it registered the Disputed Domain Name. Moreover, as per Paragraph 3 of INDRP, it is the duty of the Registrant, in present case the Respondent, to determine whether the intended domain name registration infringes or violates someone else's rights.
- 7.4. Selling a domain name on any platform, including Sedo can only be justified and legitimate when the seller is the rightful owner of such domain name. In the present case, the Respondent has neither provided any document establishing its legitimate rights over the Disputed Domain Name, nor has the Respondent established any valid ground based on which the Respondent's rights over the Disputed Domain Name can be concluded, and hence in such situation the act of selling the Disputed Domain Name on Sedo clearly establishes the bad faith of the Respondent. Legitimacy of selling a domain name on any platform can only be inferred when the person selling a domain name has legitimate rights over such

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domain name. In absence of such legitimate rights, the act of acquiring a domain name for purposes of selling it will clearly establish the bad faith of the seller.

7.5. The Respondent is a habitual cyber squatter and has previously targeted the Complainant's affiliated airport Navi Mumbai International Airport, by registering multiple related domains and parking them on Sedo. The Complainant has obtained awards in its favor in the year 2018 against the Respondent pertaining to these domains, in which the Panels recognized that the Respondent had no legitimate interest in the domains and had registered the same in bad faith.

7.6. In addition to the aforesaid domain names, the Respondent has also registered or owned other domain names such as mumbai-airport.com and mumbai-airport.in. The Respondent's action of registering numerous domain names similar to the Complainant's marks clearly establish that the Respondent is trying to prevent the Complainant from using its marks as domain names. This further establishes the bad faith of the Respondent.

7.7. In support of the contentions, the Complainant annexed the following documents:

Annexure L	Screen captures of various websites and reports, highlighting the association of the mark "CSMIA" with the Complainant
Annexure M	Screen captures of the information visible to the Complainant through the NIXI WhoIs.
Annexure N.	Copies of awards in favor of the Complainant.
Annexure O	A list of the domain names registered by the Respondent and their Reverse WhoIs details.

8. The Respondent's Response to the Rejoinder

The Respondent has reiterated arguments raised and the relevant submissions have been reproduced below:

- 8.1. The Disputed Domain Name is intrinsically attractive, as it is an acronym and the combination of letters CSMIA can have many meanings, for example, “Community Spouse Monthly Income Allowance”, and the acronym CSMIA and the letters are not exclusive to the Complainant.
- 8.2. The mark is not well known to the vast majority of the Indian public and definitely not internationally and maybe known in the Mumbai region only.
- 8.3. At the time of registration, on doing a simple Google search, no results at all were produced which associated the acronym CSMIA with the Complainant.
- 8.4. The awards relied on by the Complainant are false as the Respondent submits that out of the four domains, nmia.in has been registered, roughly one year after the Complainant’s complaint, by a third-party in Mumbai not associated with the Complainant, nmia.co.in is still in “UDRP locked” by the Respondent’s domain name Registrar in the Respondent’s account and the domains navimumbaiairport.in and navimumbai-airport.com are available to register by anyone else.
- 8.5. In support of the contentions, the Respondent annexed the following documents:

Annexure 1	CSMIA.IN domain name registration by the Respondent
Annexure 2	The date Chhatrapati Shivaji Maharaj International Airport existed from.
Annexure 3.	CSMIA.AERO domain name registration by the Complainant
Annexure 4	A list of the domain names registered by the Respondent and their Reverse WhoIs details
Annexure 5	Registration of “Mumbai International Airport” trademark by Mumbai International Private Airport Limited
Annexure 6	CSMIA.COM domain name registration by the Respondent
Annexure 7	NMIA.IN domain name not available, registered by a third party

9. Discussions and Issues in this Dispute:

9.1. The Complainant invokes Paragraph 3 of the Rules to initiate the Arbitration Proceeding by submitting a Complaint to NIXI. The Respondent in registering a .in domain name submitted to the mandatory Arbitration Proceeding in terms of Paragraph 4 of the Policy, which determines the elements for a domain name dispute, which are:

- 1) Whether the domain name in question is identical or confusingly similar to a trade mark;
- 2) Why the Respondent cannot claim any legitimate interest in the trade mark; and
- 3) Why the domain name in question should be considered as having been registered and being used in bad faith.

These elements are discussed below in tandem with the facts and circumstances of this case.

9.2. Paragraph 6 of the Policy lists a number of circumstances that, without limitation, are deemed to be evidence of the registration and use of a domain name in bad faith and Paragraph 7 of the Policy sets out a number of circumstances, again without limitation, which may be effective for a respondent to demonstrate that it has rights to, or legitimate interests in, the disputed domain name and include (i) use of or demonstrable preparations to use the disputed domain name prior to any notice in connection with a bona fide offering of goods or services or (ii) where the registrant (as an individual, business, or other organization) has been commonly known by the domain name even if the registrant has acquired no trademark or service mark rights; or (iii) where the registrant is making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue. Paragraph 12 of the Rules requires the Arbitrator to ... “decide a Complaint on the basis of the statements and documents submitted to it and in accordance with the Arbitration and Conciliation Act, 1996, Dispute Resolution Policy, the

Rules of Procedure and any bye-laws, rules and guidelines framed thereunder and any law that the Arbitrator deems to be applicable”.

9.3. Element 1- The Respondent's Domain Name is identical/confusingly similar to a name, trademark or service mark in which the Complainant has rights:

I find the Disputed Domain Name is confusingly similar to the Complaint's mark and domain names of the Complainant for the following reasons:


- a) The Complainant has common law rights in the abbreviation CSMIA, and this was publicly known when the change in the name of the Airport was announced on December 8, 2016. This is made evident by the media reports relied on the Complainant and the social media pages annexed. The case of *New Era Oil (UK) Limited vs. Jaewan Lee* (Case No. D2010-1408) and *BAA PLC, Aberdeen Airport Limited vs. Mr. H Hashimi* (Case No. D2004-0717), to claim rights over unregistered marks, as relied upon by the Complainant fits in the present scenario.
- b) The Disputed Domain Name contains the abbreviation CSMIA mark in its entirety and given that the Disputed Domain Name was registered the day the change of name was announced, I do not agree with the Respondent's claims of priority. Even otherwise, the Complainant has rights to the abbreviation CSIA and acquired the domain name <csia.in> which as per Annexure 4 of the Respondent's annexures was created in 2005. Such adoption is enough to confuse a consumer with average intelligence and imperfect recollection. The precedent cited by the Complainant (*Satyam Infoway Ltd. v. Siffynet Solutions (P) Ltd.* (2004) 6 SCC 145) as well as the ones listed below. [Decisions relied upon: *Lego Juris A/S v. Robert Martin*, INDRP/125 (14 February 2010) and *G.A Modelfine S.A v. Naveen Tiwari*, INDRP/082 (20 February 2009)].

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Therefore, considering the above factors, documents, and the submissions made by both parties it is evident that the Complainant had rights to CSMI, even on the date of registration i.e. December 8, 2016 and it can be said that the Disputed Domain Name is identical and confusingly similar to the Complainant's Mark and related domains.

The Disputed Domain Name being identical and confusingly similar to the Complainant's Marks will inevitably lead consumers to believe that it is affiliated in some way to the Complainant.

9.4. Element 2 - The Respondent has no rights or legitimate interests in respect of the Disputed Domain Name:

- a) As mentioned above, Paragraph 7 of the Policy deals with circumstances that establish that the Respondent has legitimate rights in a domain name and lists the following:
 - 1) That before the dispute, the Respondent was using or preparing to use the Disputed Domain Name or the name corresponding to the same in relation to bonafide goods and services;
 - 2) That the Respondent is commonly known by the Disputed Domain Name; or
 - 3) That the Respondent is making a legitimate or fair use of the Disputed Domain Name.
- b) The Complainant has explicitly stated that it has not authorized the Respondent to use its CSMIA mark and has established that the Respondent is not commonly known by the abbreviation and is not making a legitimate noncommercial or fair use of the Domain Name.
- c) As the Respondent mentioned in his submissions, Paragraph 2.10.2 of the WIPO Overview 3.0 states that "for a respondent to have rights or legitimate interests in a domain name comprising an acronym, the respondent's evidence supporting its explanation for its registration (and any use) of the domain name should indicate a credible and legitimate intent which does not capitalize on the reputation and goodwill inherent in the complainant's mark." 
- d) When I consider all aspects, I am of the opinion that the burden of proof was on the Respondent to establish legitimate rights in the Disputed Domain Name, and he was expected to establish his rights in the abbreviation, in the very least. The use of the Disputed Domain Name exclusively in association with Sedo, the absolute lack of explanation for reasons that motivated the

Respondent to adopt the abbreviation coupled with the date of registration of the Disputed Domain Name lead me to the conclusion that the Respondent has failed to establish any legitimate use of the Disputed Domain Name in association with bonafide goods and services. [Decisions relied upon: *Archer-Daniels-Midland Company v. Shawn Downey* Case No. D2015-0415; *Audi AG v. Mohamed Maan* Case No. D2015-0756].

- e) The Respondent is not commonly known by the Disputed Domain Name and reliance is placed on the copy of the Internet search annexed by the Complainant. The case of *Jackson National Life Insurance Company vs. Private WhoIs* Case No D2011-1855 cited by the Complainant is relied upon. In addition, given the Respondent's admission that the Disputed Domain Name is used on Sedo, it is obvious that the Disputed Domain Name is being used for commercial purposes and not in any way protected by fair use.

For the reasons above, I find that the Respondent has no rights or legitimate interests in the Disputed Domain Name.

9.5. Element 3 - The Disputed Domain Name should be considered as having been registered and being used in bad faith.

- a) As stated above, Paragraph 6 of the Policy lays down certain stipulations to establish bad faith and the circumstances listed in the paragraph are without limitation. As stated above, the change of the name of the airport was announced on December 8, 2016, and the reports include mention of the significant branding efforts and other investment that would need to be undertaken to accommodate the name change. In addition, these reports all clearly mention the "new" abbreviation CSMIA and the practice of abbreviating airports and colloquially referring to them by their abbreviation is commonplace. Given the above, it is rather suspect that the Respondent elected to register a domain name that wholly and exclusively incorporates the CSMIA abbreviation on the day the name change was announced.

- b) The Complainant's reliance on *Lyonnaise de Banque a. Richard J* Case No D2006- 0142 where the panel agreed with the complainant's allegation that the adoption of a deceptively similar domain name primarily for the purpose of attracting, for commercial gain, Internet users to a Sedo parking website amounts to bad faith, also supports a finding of bad faith.
- c) Finally, as the Respondent admitted to the validity of Annexures N and O, i.e. did not deny that it was the adverse party listed in the domain name disputes, I agree that the Complainant has established that the Respondent is a habitual offender and regularly invests in registering domain names to prevent the owner of their corresponding trademark or service mark from reflecting the mark in a corresponding domain name. Such conduct has been explicitly listed in Paragraph 6(2) of the Policy as one of the circumstances that *prima facie* establish bad faith.
- d) In this situation, the combination of the date of registration as well as the fact that the Respondent failed to give any convincing reasoning for the adoption of the abbreviation leads me to believe that the domain name was legitimately chosen to create an impression of an association with a term that would inevitably be associated with the Complainant and as a result, I do believe that the adoption of the Disputed Domain Name was marred by bad faith.

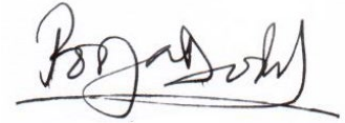
10. Decision:

10.1. In view of the foregoing, I am convinced that the Disputed Domain Name is confusingly similar to the Complainant's mark and domain name, that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name and that the Disputed Domain Name was registered in bad faith. In accordance with the Policy and Rules, I direct that the Disputed Domain Name be transferred to the Complainant, with a request to NIXI to monitor the transfer.



10.2. In the facts and circumstances as discussed above, the Respondent is also ordered to pay to the Complainant, costs of ₹50,000 (Rs. Fifty Thousand Only).

This award is being passed within the statutory deadline of 60 days from the date of commencement of arbitration proceeding.

A handwritten signature in black ink, appearing to read 'Pooja Dodd', with a horizontal line drawn underneath it.

Pooja Dodd

Sole Arbitrator

Dated: July 4, 2020