



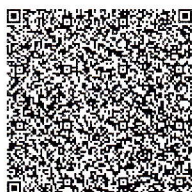
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Certificate Issued Date	: 06-Aug-2026 04:41 PM
Account Reference	: IMPACC (IV)/ dl955103/ DELHI/ DL-SAD
Unique Doc. Reference	: SUBIN-DL95510345221536882851Y
Purchased by	: MANISH PALIWAL
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MANISH PALIWAL
Second Party	: Not Applicable
Stamp Duty Paid By	: MANISH PALIWAL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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INDRP ARBITRATION

**BEFORE MANISH PALIWAL, SOLE ARBITRATOR, AT NEW DELHI
UNDER THE NATIONAL INTERNET EXCHANGE OF INDIA [NIXI]
(UNDER .IN DOMAIN NAME DISPUTE RESOLUTION POLICY)**

INDRP CASE NO.2127

Disputed Domain Name: <globalwhatsapp.in>

ARBITRATION AWARD DATED 07.08.2026

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Manish Paliwal

INDRP ARBITRATION
BEFORE MANISH PALIWAL
SOLE ARBITRATOR, AT NEW DELHI
UNDER THE NATIONAL INTERNET EXCHANGE OF INDIA
[NIXI]
(UNDER .IN DOMAIN NAME DISPUTE RESOLUTION POLICY)

INDRP CASE NO.2127

Disputed Domain Name: <globalwhatsapp.in>

In the Arbitration Matter Of:

WhatsApp LLC
1601 Willow Road
Menlo Park, California 94025
United States of America

...Complainant

Versus

Tech Global
230/2, Kodiyakkaadu,
Vedaranyam, Nagapattinam,
Tamil Nadu - 614807
61 Nagapattinam,
Tamil Nadu 614807, India

...Respondent

ARBITRATION AWARD

A DISPUTE RELATING TO THE DOMAIN NAME <globalwhatsapp.in >

PLACE: NEW DELHI

DATE: 07.08.2026


MANISH PALIWAL
SOLE ARBITRATOR

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I. PARTIES TO THE ARBITRATION

1. The Complainant is WhatsApp LLC, an American company having its principal place of business at 1601 Willow Road, Menlo Park, California, 94025, United States of America, (Through its Authorized Representatives, namely David Taylor & Jane Seager, having Office At - Hogan Lovells (Paris) LLP, 17 avenue Matignon 75008, Paris, France, Telephone: +33153674747 and Fax: +33153674748, Email: domaindisputes@hoganlovells.com).
2. The Respondent is Tech Global, having Office at -230/2, Kodiyakkaadu, Vedaranyam, Nagapattinam, Tamil Nadu, 614807, 61 Nagapattinam, Tamil Nadu 614807 India, Phone: +919677814455, Email: globaltechwhatsapp@gmail.com.

II. THE DOMAIN NAME AND REGISTRAR

The disputed domain name is <globalwhatsapp.in>. The said domain name is registered with NIXI-accredited registrar GoDaddy having IANA ID 146.

The details of the disputed name contained in Annexure 4 of the Complaint are as follows:

- a) Domain ID: DO_7b091bef77d1cba356ce01cd904c17a3-NIXI
- b) Registered on: 2025-09-02
- c) Expires on: 2026-09-02

III. APPLICABLE LAW AND JURISDICTION

The present arbitration proceeding is under and in accordance with the .IN Domain Name Dispute Policy (*hereinafter referred as "the Policy"*), which was adopted by the National Internet Exchange of

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India (NIXI) and sets out the legal framework for resolution of disputes between a domain name registrant and a Complainant arising out of the registration and use of an .IN Domain Name. In the present case, by registering the domain name <globalwhatsapp.in> with the NIXI-accredited Registrar, the Respondent has agreed to the resolution of disputes under the .IN Dispute Resolution Policy and Rules framed thereunder. The Policy and the .IN Domain Name Dispute Resolution Rules of Procedure (*the Rules*) were approved by NIXI in accordance with the Arbitration and Conciliation Act.1996.

IV. PROCEDURAL HISTORY

1. The Complainant filed a Complaint with NIXI against the Respondent regarding disputed Domain Name <globalwhatsapp.in> under the Policy on 05.06.2026.
2. Mr. Manish Paliwal submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by NIXI, on 06.06.2026.
3. Subsequently, the Arbitral Tribunal consisting of the Sole Arbitrator, Mr. Manish Paliwal, was appointed on 06.06.2026 by NIXI for the adjudication of the present case, i.e. INDRP case No. 2127, regarding the disputed Domain Name <globalwhatsapp.in>.
4. Subsequently, the dispute/complaint relating to the domain name <globalwhatsapp.in> was handed over to the Arbitral Tribunal in accordance with Rule 3 of INDRP Rules of Procedure.
5. The present Arbitral Proceedings have commenced on 08.06.2026, by issuing Notice under 5(c) of the INDRP Rules of Procedure and the same was sent through email to the Respondent as well as the Complainant, directing the Complainant to serve copies of the domain

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complaint along with complete set of documents in soft copies as well as in physical via courier or post to the Respondent Registrant and also furnish proof of service and proof of delivery of the said courier/post. Further, the Respondent was directed to file its Reply/Response to the Complaint within fifteen (15) days from the date of this Notice, i.e., on or before 23.06.2026.

6. Despite the issuance of the above-said Notice, the Respondent neither responded to the notice dated 08.06.2026 nor filed any reply to the Complainant's Complaint. As a result, I find that the Respondent has been given a fair opportunity to present its case but has chosen not to defend itself.
7. On 08.06.2026, the Complainant served soft copies of the Domain Complaint and Annexures to the Respondent and sent proof of postal of physical copy of Domain Complaint and proof of delivery of the email containing Amended Complaint and Annexures via email dated 08.06.2026 to the Arbitral Tribunal.
8. Vide email dated 09.06.2026, the Arbitral Tribunal directed the Complainant to file service affidavit accompanied by official proof of delivery.
9. The Complainant, vide email dated 15.06.2026, requested the Arbitral Tribunal to waive the direction of the Arbitrator regarding the requirement to submit formal affidavit of service.
10. The Arbitral Tribunal vide email dated 16.06.2026 further directed the Complainant to file one-page affidavit or statement on oath.
11. On 18.06.2026, the Complainant filed a Statement of Service with supporting documents, including a screenshot of email dated 08.06.2026 showing proof of delivery of the Domain Complaint with annexures and a postal envelope and receipt bearing the Respondent's address and tracking number. In reply to which, the Arbitral Tribunal

- further directed the Complainant to file Affidavit of Service with proper details as directed by the Arbitral Tribunal, as the document provided by the Complainant lacked necessary contents.
12. The Complainant acknowledged receipt of the email dated 18.06.2026 sent by the Arbitral Tribunal and stated that the Complainant will provide statement for both service by email and by post on clarity regarding the outcome of the physical service and in that event some delay may arise.
 13. Vide email dated 17.07.2026, the Complainant filed notarized Affidavit of Service dated 16.07.2026 along with supporting documents i.e. a screenshot of service via email communication annexed as Annex A, and photos of the postal envelope along with postal receipt and tracking report annexed as Annex B.
 14. It is evident from the said Affidavit and service email dated 08.06.2026 that the Complaint, along with its annexures, was served to the Respondent's email address globaltechwhatsapp@gmail.com, with Status "*Delivered*" and along with copies marked to the Arbitral Tribunal and the .IN Registry of NIXI. Therefore, as per the above-said Affidavit of Service, the said email was successfully transmitted and no delivery failure or bounce-back notification has been received, thereby indicating successful electronic service upon the Respondent. As stated in the aforesaid Affidavit, the same tracking number, "**RK652738005FR**" evidences the proof of delivery.
 15. Further, as per the above-said Affidavit, the postal tracking report reflects the status is shown as "*Your shipment has been delivered*" on 18.06.2026.
 16. Therefore, the Respondent is duly served with the Complaint through email as well as postal service.

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17. Accordingly, service upon the Respondent is treated as sufficient and deemed complete for the purposes of the present proceedings
18. Further Clause 13(a) of the Rules provides that an Arbitrator shall decide a Complaint on the basis of the pleadings submitted and in accordance with the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2015 read with the Arbitration & Conciliation Rules, Dispute Resolution Policy, the Rules of Procedure and any by-laws, and guidelines and any law that the Arbitrator deems to be applicable, as amended from time to time.
19. Under these circumstances, the Ld. Tribunal proceeds to decide the complaint on merit in accordance with said Act, Policy and Rules, on Respondent's failure to submit a response/reply despite having been given sufficient opportunity and time to do so.

V. FACTUAL BACKGROUND

1. The Complainant claims to be a global mobile messaging application (or “apps”) provider, founded in 2009 and acquired by Meta Platforms, Inc. (Meta) in 2014. It changed its corporate structure from a corporation to a limited liability company with effect since January 1, 2021. The Complainant operates globally under the trademark WHATSAPP, providing a mobile messaging application (or “app”) that allows users across the globe to exchange messages via smartphones, including iPhone and Android.
2. The Complainant claims to own various domain names, comprising its trademark WHATSAPP under various generic Top-Level Domains (“gTLDs”) and country code Top-Level Domains (“ccTLDs”) including <WHATSAPP.COM> (registered on 04.09.2008), <WHATSAPP.NET> (registered on 20.02.2009), <whatsapp.org> (registered on 01.02.2010), <whatsapp.info>

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(registered on 01.02.2010), <whatsapp.biz> (registered on 01.02.2010), <whatsapp.rs> (registered on 06.02.2016), <whatsapp.me> (registered on 01.02.2010), <whatsapp.es> (registered on 01.02.2010), <whatsapp.co.in> (registered on 01.02.2010), <whatsapp.pk> (registered on 08.04.2017).

3. The Complainant submitted that it holds registered trademark rights in the mark WHATSAPP in many jurisdictions, as well as in the logo used to identify visually its app (consisting of a white colored telephone within a green circle), being the owner of a substantial trademark portfolio, of which the following are sufficiently representative for the present proceeding:

- United States Trademark Registration No. 3,939,463, WHATSAPP, registered on 5 April 2011; and
- European Union Trademark No. 009986514, WHATSAPP, registered on 25 October 2011; and
- International Registration No. 1085539, WHATSAPP, registered on 24 May 2011; and
- Indian Trademark Registration No. 2149059, WHATSAPP, registered on 24 May 2011; and
- European Union Trademark No. 010496602,  registered on 18 May 2012; and
- Indian Trademark Registration No. 2344423,  registered on 7 June 2012.

4. It is alleged that the disputed domain name was registered on 02.09.2025, resolves to a website that offers for sale a "Global Bulk WhatsApp Sender" marketing software package for ₹ 5,000 and also features a modified version of the Complainant's logo and figurative trademark. The Complainant submitted that the website does not

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include any reference indicating that this site is not operated by or affiliated with the Complainant.

VI. COMPLAINANT'S SUBMISSIONS:

1. The Complainant claims to be one of the world's most popular mobile messaging application provider. The Complainant further submitted that WhatsApp, founded in 2009, enables users worldwide to exchange messages for free through smartphones. Further, it is submitted that the Complainant's main website, "www.whatsapp.com", also allows Internet users to access its messaging platform
2. The Complainant further claims that WhatsApp has become one of the fastest growing and most popular mobile applications in the world since its launch in 2009. The Complainant further claims to be the owner of numerous domain names, comprising its **WHATSAPP** trademark, under various generic Top-Level Domains as well as under many country code Top-Level Domains.
3. The Complainant further submitted that it has numerous trademark registrations in the term "**WHATSAPP**" in various Jurisdictions and has ownership of the figurative trademark i.e.  also.
4. The Complainant further submitted that the Disputed Domain Name resolves to a website at <https://globalwhatsapp.in/> that purports to offer for sale a "Global Bulk WhatsApp Sender". The Respondent's website is titled "Global Software" and features the following wording under the "Product" section:

"Key Features:

Bulk Messaging Made Easy – Send up to 5,000 messages per day with just a single click. Perfect for promotions, updates, and customer engagement.

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Multi-Account Support – Connect 10 WhatsApp accounts at once for seamless communication across multiple teams and departments. [...].

Under the "Product" section, the Respondent's website appears to be selling a "Global Bulk WhatsApp Sender" marketing software package for ₹5,000.

5. The Complainant further submitted that Respondent's website features a modified version of the Complainant's logo and figurative trademark.



i.e. (Logo featured on Respondent's website).

6. The Complainant further submitted that to resolve the dispute amicably, on 13.02.2026, the Complainant's lawyers submitted a Registrar registrant contact form notice and on the same day, sent a cease-and-desist letter to the Respondent via email, which was not answered. The Complainant submitted that Respondent's website features no disclaimer as to its lack of relationship with the Complainant.
7. The Complainant claimed that the disputed domain name is identical or confusingly similar to its trademark WHATSAPP.
8. The Complainant claimed that the Respondent has no rights and legitimate interests in the disputed domain name.
9. The Complainant claimed that the Domain Name was registered and is being used in bad faith.
10. The Complainant has requested this Arbitral Tribunal to transfer the Disputed Domain Name to the Complainant and has also sought an award of costs.
11. The Complainant relied on previous decisions under the .IN Policy as well as WIPO Panel Decisions and various sections of the ("WIPO Overview 3.1") that it considers supportive of its position. The

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Complainant further submitted that .IN Policy closely follows the UDRP.

12. The Complainant relied on various decisions, which are:

- *LEGO Juris A/S v. Robert Martin, INDRP/125;*
- *WhatsApp LLC v. Sumer Sodha Sumer Sodha, WIPO Case No. D2025-0299;*
- *TEVA Pharmaceuticals Industries Limited v. tevaglobal@gmail.com, INDRP/1517;*
- *WhatsApp LLC v. Leadiac Marketing Leadic Marketing Agency, INDRP/1776;*
- *Google LLC v Hom Kit Bk Picture, INDRP/1814;*
- *Instagram LLC v. Ding RiGuo, INDRP/1183;*
- *Wacom Co. Ltd. v. Liheng, INDRP/634;*
- *Oki Data Americas, Inc. v. ASD, Inc., WIPO Case No. D2001-0903;*
- *WhatsApp, LLC v. Leonardo Silva, UltraApp, WIPO Case No. D2023-1100;*
- *WhatsApp Inc. v. Domain Administrator, PrivacyGuardian.org, Go-go Taxi Carl Jones, WIPO Case No. D2019-1788;*
- *WhatsApp LLC v. Ravi Kumar, WIPO Case No. D2025-1157;*
- *WhatsApp Inc. v. Warrick Mulder, INDRP/1233;*
- *WhatsApp, Inc. v. Domain Manager et al., WIPO Case No. D2018-1581*
- *WhatsApp LLC v. Aamir Altaf, G11, WIPO Case No. D2024-2579;*
- *QRG Enterprises Limited & Havells India Limited v. Zhang Mi, INDRP/852;*
- *WhatsApp Inc. v. Edwin Lizcano, Inversiones Capira SAS, WIPO Case No. D2019-1700;*

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- *WhatsApp LLC v. Bulk Whatsapp Software, WIPO Case No. D2021-0564;*
- *Instagram, LLC v. Protection of Private Person / Yurii Shemetilo / Olha Shostak, WIPO Case No. D2022-2832.*

VII. RESPONDENT'S SUBMISSIONS:

The Respondent has not filed any response to the Notice of Commencement of Arbitration proceedings dated 08.06.2026. The Respondent has not replied to the contentions of the Complainant even though the Respondent has been served the Notice of Arbitration as required by the INDRP Rules. Despite being given an opportunity to respond, the Respondent failed to file its reply in writing, opposing the Complaint or to submit supporting evidence within the stipulated time i.e. on or before 23.06.2026.

VIII. REASONING AND FINDINGS:

- 1: A Complainant who alleges that the disputed domain name conflicts with its legitimate rights or interests must establish the following three elements required by Clause 4 of the INDRP Policy, namely:
 - a) The Respondent's domain name is identical and confusingly similar to the trademark or service mark in which the Complainant has rights.
 - b) The Respondent has no rights or legitimate interests in respect of the domain name; and
 - c) The Respondent's domain name has been registered or is being used in bad faith.
- 2: Accordingly, the Arbitral Tribunal shall deal with each of the elements as under:

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A. Whether the Respondent domain < globalwhatsapp.in> is identical and/or deceptively similar to domain name and trademarks of the Complaint?

i) It is evident from the Trademark Registration Certificate dated 24.05.2011 of Trade Mark No.2149059, that the Complainant's trademark was registered in India in Class 99 with effect from 24.05.2011, prior to the disputed domain name registration, i.e. in 2025. In addition to that, the trademark "WHATSAPP" was registered by the Complainant under various jurisdictions such as the United States of America and the European Union. Therefore, the Complainant has prior rights in trademark "WHATSAPP" globally, as well as in India, much prior to the registration of the impugned domain name of the Respondent. It is evident from the Whois Details of both the Complainant and Respondent, and Trademark Certificates produced by the Complainant, that Respondent's Domain name <globalwhatsapp.in> is identical or confusingly similar to the trademark "WHATSAPP" of the Complainant.

ii) In **TEVA Pharmaceuticals Industries Limited v. tevaglobal@gmail.com, INDRP/1517**, the Ld. Arbitral Tribunal held that:

"6.11 The Complainant owns and uses various domain names by incorporating its trademark TEVA including <tevapharm.com> <tevaapi.com>, <tapicom> and also Indian specific ccTLDs <tevain> and <tevapharm.in>. Hence, any individual coming across the disputed domain name or associated email ID ending with "@tevaglobal.in" assumes it to be the Complainant's website for the Indian region and instantly associates the same with the Complainant."

iii) In **WhatsApp LLC v. Leadiac Marketing Leadic Marketing Agency, INDRP/1776**, the Ld. Arbitral Tribunal held that:

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"6.1 Condition 4(a):) the Registrant's domain name is identical and/or confusingly similar to a name, trademark or service mark in which the Complainant has rights;

...The disputed Domain Name incorporates the Complainant's WHATSAPP trade mark in its entirety with the addition of the descriptive term "now". Complainant's WHATSAPP trade mark is clearly recognizable as the leading element of the Domain Name, the addition of the descriptive term "now" cannot prevent a finding of confusing similarity with the Complainant's trade-marks."

- iv) This Arbitral Tribunal observes that the disputed domain name incorporates the Complainant's trademark WHATSAPP in its entirety, together with the prefix "global" and the ccTLD ".in". The trademark WHATSAPP remains clearly recognisable within the disputed domain name notwithstanding these additions. This Arbitral Tribunal relied on ***"Google LLC v Hom Kit Bk Picture, INDRP/1814"***, where the Ld. Arbitral Tribunal held that:

"The domain name is identical and confusingly similar to trading style and trade name in which the Complainant has rights.

...The disputed domain name <SIMSIM.NET.IN> contains popular mark 'SIMSIM' mark of Complainant's mark completely. Addition the generic top-level domain code (gTLD) '.net' and country-code second-level domain (ccSLD) '.in' are insignificant and does little to make it different."

- v) After taking into consideration the facts of the present case and the settled law on the issue, the Arbitral Tribunal concludes that the disputed domain name registered by the Respondent establishes a likelihood of confusion with the Complainant's trademark and this would mislead the users as it is confusingly identical. Accordingly, the Arbitral Tribunal holds that the requirement of the first element in Clause 4(a) of the INDRP Policy is satisfied as the domain name is confusingly similar to

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the Complainant's registered and distinctive "WHATSAPP" trademark.

B. Whether the Respondent has no rights or legitimate interests in respect of the domain name <globalwhatsapp.in>?

- i) To pass muster under Clause 4(b) of the INDRP Policy, the Complainant has to make out a prima facie case that the Respondent has no rights and legitimate interests in the disputed domain name.
- ii) The Complainant submitted that the Respondent is neither affiliated with the Complainant nor licensed or otherwise authorized to register or use the WHATSAPP trademark. In the absence of such affiliation, license, or authorization, the Respondent cannot claim any rights or legitimate interests in the disputed domain name.
- iii) Upon perusal of Annexure 10, it is evident that Respondent's website offers a paid marketing software package, which includes bulk messaging on the Complainant's WhatsApp application.
- iv) The decision in *Oki Data Americas, Inc. v. ASD, Inc., WIPO Case No. D2001-0903*, sets out the criteria for determining whether a Respondent's offering may be treated as bona fide (*hereinafter referred to as "Oki Data Test"*). For such a finding, the following minimum requirements must be satisfied:
 - - Respondent must actually be offering the goods or services at issue.
 - - Respondent must use the site to sell only the trademarked goods; otherwise, it could be using the trademark to bait Internet users and then switch them to other goods.

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- - The site must accurately disclose the registrant's relationship with the trademark owner
 - - The Respondent must not try to corner the market in all domain names, thus depriving the trademark owner of reflecting its own mark in a domain name.
- v) As reflected in Annexure 10 of the Complaint, Respondent's website appears to offer a paid marketing software package. Which includes bulk messaging on the Complainant's WhatsApp application and therefore, cannot be said to be using Respondent's website to offer the goods and services at issue. Respondent's website does not disclose any relationship with the Complainant and does not provide any disclaimer for such lack of relationship with the Complainant. On applying the Oki Data test, this Arbitral Tribunal is of the view that Respondent does not pass the first and third criteria of the Oki Data Test. Therefore, the Offerings on the Respondent's website cannot be said to be bona fide.
- vi) Upon perusal of ANNEXURE 10 and 11 read with other annexures of the Complaint, the Arbitral Tribunal is convinced that the Complainant provided sufficient evidence which established that the Respondent's actions are not bona fide offering of goods or services under Clause 6(a) of the Policy.
- vii) As reflected in Annexure 10, the Respondent's website identifies the business as "GLOBAL SOFTWARE" and refers to "Global Tech" in the contact information. There is no material on record to show that the Respondent has been commonly known by the disputed domain name. Accordingly, the Respondent cannot be said to be commonly known by the disputed domain name under Clause 6(b) of the Policy

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viii) As reflected in Annexure 10 of the Complaint, the Respondent's website offers a paid marketing software package for ₹5,000, which includes bulk messaging on the Complainant's WhatsApp application. The website also uses a modified version of the Complainant's logo and figurative trademark. Therefore, the Respondent's use of the disputed domain name cannot be regarded as non-commercial use under Clause 6(c) of the Policy.

ix) In *WhatsApp Inc. v. Domain Administrator, See PrivacyGuardian.org, Go-go Taxi Carl Jones, WIPO Case No. D2019-1788*, the Ld. Arbitral Tribunal held that;

"6. Discussion and Findings

B. Rights or Legitimate Interests

...Moreover, the Panel is of the opinion that the Respondent's use of the Disputed Domain Name does not constitute a legitimate non-commercial or fair use. The Panel considers that the Respondent was trading on the Complainant's reputation and goodwill by diverting traffic to a website associated with a domain name that is confusingly similar to the Complainant's WHATSAPP trademark and on which the Respondent offered purported software that can be used to send unsolicited electronic communications. There are indicia that the Respondent is engaged in a fraudulent scheme designed to induce Internet users into paying for non-existent products offered via the Respondent's Website. In any event, even if the software products are effectively offered via the Respondent's Website, such use is likely to generate commercial gain through the offering of spam services and cannot be considered a bona fide offering of goods and services for purposes of paragraph 4(c)(i) of the Policy."

x) In the present case, the Complainant has established a case for the absence of rights or legitimate interests in respect of the Disputed Domain name in favour of the Respondent as stipulated under Para 4 (b) of the Policy. Subsequently, the Respondent has to submit evidence against the allegations. However, despite being given a fair opportunity, the Respondent fails to file any

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reply to the Complaint. The Respondent's mere registration of the Disputed Domain name <globalwhatsapp.in> does not establish rights or legitimate interests in the disputed domain name and therefore does not satisfy any of the circumstances mentioned under Clause 6 of the .IN Policy.

- xi) After consideration of above findings, this Arbitral Tribunal holds that the Complainant has made out a case that the Respondent has no rights and legitimate interests in respect of the disputed domain name <globalwhatsapp.in> as Respondent was never affiliated, licensed, or otherwise authorized by the Complainant to register or use the Disputed Domain Name or the WHATSAPP trademark of the Complainant and the same is also not used for making legitimate non-commercial or fair use. Thus, it satisfies the second element under Clause 4(b) of the Policy.

B. Whether the Respondent's domain name, i.e., <globalwhatsapp.in>, was registered or is being used in absolute bad faith?

- i) As evidenced by Annexures 6, 7, 8, 9, and 12, the Complainant has established that WHATSAPP is a well-known and widely recognised messaging application and that it owns numerous trademark registrations and domain names incorporating the WHATSAPP mark across various jurisdictions including the jurisdiction of India, long before the registration of the Disputed Domain Name. Whereas the Respondent registered the Domain Name on 02.09.2025.
- ii) This Arbitral Tribunal notes that the website associated with the disputed domain name prominently refers to the Complainant, its WhatsApp messaging application, the WHATSAPP trademark, and reproduces the Complainant's figurative mark and telephone

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logo in a similar green-and-white colour scheme. The use of these elements demonstrates that the Respondent had actual knowledge of the Complainant and its WHATSAPP trademark at the time of registration and use of the disputed domain name. This Arbitral Tribunal relied on *WhatsApp LLC v. Aamir Altaf, G11, WIPO Case No. D2024-2579*

"6. Discussion and Findings

C. Registered and Used in Bad Faith

...In the present case, the Panel notes that the Respondent must have been well aware of the Complainant and its WHATSAPP trademark at the time of the registration of the disputed domain name. Namely, the Complainant's WHATSAPP trademark should be considered as a well-known trademark due to its widespread use. At the time of the registration of the disputed domain name, the Complainant's WhatsApp application has already surpassed 2 billion users worldwide, making it one of the most popular applications in the world, so it would be rather unlikely that the Respondent was not aware of the Complainant's trademark. Furthermore, the content of the website to which the disputed domain name used to resolve leaves no room for a doubt on the Respondent's knowledge of the Complainant and its WHATSAPP trademark and evidences that the Respondent actually had the Complainant in mind when registering the disputed domain name"

- iii) This Arbitral Tribunal notes that the deliberate use of the Complainant's trademark and a confusingly similar version of its figurative mark by the Respondent on its website is sufficient to create a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of the Respondent's website. Such conduct is a strong indication that the disputed domain name has been registered and is being used in bad faith. This Arbitral Tribunal relied on *WhatsApp Inc. v. Edwin Lizcano, Inversiones Capira SAS, WIPO Case No. D2019-1700*, in which the Ld. Arbitral Tribunal held that:

"C. Registered and Used in Bad Faith

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a. the use of the Complainant's distinctive green-and-white color scheme, as well as a modified version of the Complainant's logo at the webpage that resolves from the disputed domain name without a single disclaimer or indication that the Respondent's website is not operated by or affiliated with the Complainant, thus creating a misleading impression of association with the Complainant;"

- iv) Upon perusal of Annexure 10, it is evident that the Respondent derives commercial gain from the sale of the software package providing additional functionality to the WhatsApp application. Therefore, it is established that the Respondent has used the Domain Name with an intention to attract Internet users to its website by creating a likelihood of confusion with the Complainant's trademark as to the source, sponsorship, affiliation or endorsement of the website and the services offered therein, in bad faith pursuant to paragraph 7(c) of the .IN Policy. This Arbitral Tribunal relied upon the relevant decision, ***WhatsApp, Inc. v. WhatsApp LLC v. Bulk Whatsapp Software, WIPO Case No. D2021-0564***, the *Ld. Arbitral Tribunal* held that:

"6. Discussion and Findings

C. Registered and Used in Bad Faith

...In light of the above, taking into consideration all cumulative facts and circumstances of this case, on the balance of probabilities, the Panel considers that the disputed domain name was registered and is being used in bad faith, with the intention of obtaining a free ride on the established reputation of the Complainant. The disputed domain name was registered and used targeting the Complainant and its reputed trademark, intentionally creating a likelihood of confusion as to the affiliation or association to misleadingly attract Internet users to the Respondent's website to promote its bulk-messaging software related to the Complainant's app. It is further probable that the Respondent acted in bad faith with the intention to obtain sensitive private information from its websites' visitors or through emails connected to the disputed domain name."

Manish Talwar

- v) The Respondent did not reply to the Cease-and-Desist Letter of the Complainant, hence not explaining any right or legitimate interest in the disputed domain name and not denying the Complainant's assertions of bad faith. This Arbitral Tribunal notes *WhatsApp Inc. v Warrick Mulder, INDRP/1233*, in which the Ld. Arbitral Tribunal held that:

"5.5 Registered and Used in Bad Faith

The Respondent's failure to reply to the Complainant's clear and explicit cease and desist letter prior to the filing of this Complaint is indicative of the Respondent's bad faith."

- vi) Upon perusal of material on record and careful consideration of the above findings, the Arbitral Tribunal holds that the Respondent domain name <globalwhatsapp.in> has been registered with mala fide intent and is being used in bad faith. Therefore, the third element in Clause 4(c) of the Policy has been satisfied.

IX. DISPOSITION/SUMMARY OF THE AWARD

The Arbitral Tribunal holds that the Respondent's domain name <globalwhatsapp.in> is identical and confusingly similar to the name, trademark and brand name "WHATSAPP" owned by the Complainant. The Respondent has no rights or legitimate interests in the domain name <globalwhatsapp.in>, and the domain name was registered in bad faith. The three elements set out in Clause 4 of the INDRP Policy have been established by the Complainant.

ARBITRAL AWARD

I, **MANISH PALIWAL**, the Sole Arbitrator, after examining and considering the pleadings and documentary evidence produced before and having applied mind and considering the facts, documents

and other evidence with care, do hereby publish award in accordance with the INDRP Rules of Procedure and .IN Domain Name Dispute Resolution Policy (INDRP) and The Arbitration and Conciliation Act, 1996, as follows:

Therefore, this **Arbitral Tribunal orders that the disputed domain name <globalwhatsapp.in>** be TRANSFERRED from Respondent to Complainant (WHATSAPP LLC). In the facts and circumstances of the present case and having regard to the Complainant's prayer for costs in Paragraph 66 of the Complaint, the Arbitral Tribunal makes no order as to costs.

PLACE: NEW DELHI

DATE: 07.08.2026



MANISH PALIWAL

SOLE ARBITRATOR