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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

: IN-DL45580229597250X
: 30-Aug-2025 11:04 AM
: IMPACC (IV)/ dl755003/ DELHI/ DL-ESD
: SUBIN-DL75500323202655080738X
: PRAVEEN KUMAR JAIN
: Article 12 Award
: Not Applicable
: 0
: (Zero)
: PRAVEEN KUMAR JAIN
: Not Applicable
: PRAVEEN KUMAR JAIN
: 100
: (One Hundred only)

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IN-DL45580229597250X

BEFORE THE SOLE ARBITRATOR
MR. PRAVEEN KUMAR JAIN, ADVOCATE
INDRP CASE NO. 2008

In the arbitration between:

PST Gems Private Limited
and
Sanjeev Kumar SK Enterprises



...Complainant

...Respondent

Praveen W. J.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BEFORE THE SOLE ARBITRATOR
MR. PRAVEEN KUMAR JAIN, ADVOCATE

INDRP CASE NO. 2008

In the arbitration between:

PSTGems Private Limited
G Block, Khasra No. 14/10
Swaroop Nagar, New Delhi 110042
India

Through its Authorized Signatory:

Mr. Pranit Biswas & Mr. Mayank Kapoor
S.S. Rana & Co., Advocates
Registered Office Address: 317
Lawyers Chambers, High Court of Delhi
New Delhi – 110003, India
Email: inf@ssrana.com

...Complainant

and

Sanjeev Kumar
SK Enterprises
Vill- Vishnupur Kaiju PO- Malpur the
Patepur, Arunachal Pradesh - 848401
India
Email: happyindiafamily@gmail.com

...Respondent

ARBITRAL AWARD DATED: 31-08-2025

A. INTRODUCTION:

The above-titled complaint dated 28-04-2025 has been filed by the Complainant – **PST Gems Private Limited** for adjudication of the domain name dispute in accordance with the *.IN Domain Name Dispute Resolution Policy* (hereinafter referred to as "the Policy"), and the



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INDRP Rules of Procedure (hereinafter referred to as "the INDRP Rules") as adopted by the .IN Registry - *National Internet Exchange of India* (hereinafter referred to as "the Registry" for short). The disputed domain name <**brampium.co.in**> is registered with the Registrar, namely **GoDaddy.com, LLC**. It was created on 2025.03.11 (YYYY/MM/DD) and is set to expire on 2026.03.11 (YYYY/MM/DD). The disputed domain name is registered by **Sanjeev Kumar** - the Respondent herein.

B. PROCEDURAL HISTORY:

Appointment of the sole Arbitrator:

1. *Vide* its email dated 16.05.2025, the Registry sought my consent for appointment as the Sole Arbitrator to adjudicate the above-stated domain name dispute between the above-said parties.
2. *Vide* my email dated 20.05.2025, I had furnished to the Registry my digitally signed 'Statement of Acceptance and Declaration of Impartiality & Independence' dated 20.05.2025 in the format prescribed by the Registry.
3. Thereafter, *vide* email dated 22.05.2025, the Registry informed the parties that the undersigned had been appointed as the Sole Arbitrator to adjudicate the dispute pertaining to the domain name <**BRAMPIUM.CO.IN**>, and accordingly, the matter was assigned INDRP Case No. 2008. Along with the said communication, the Registry also forwarded the soft copies of the



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Complaint, Annexures 1 to 9 and the undersigned's *Statement of Acceptance and Declaration of Impartiality & Independence*.

Tribunal's Notice to the Parties:

4. *Vide* email dated 23.05.2025, this Tribunal issued a Notice of Arbitration under Rule 5(c) of the INDRP Rules, accompanied by the Statement of Independence and Impartiality in compliance with Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Act"), read with the Sixth Schedule thereto. As on this date, no objections have been raised by either party with respect to my appointment as the Sole Arbitrator in the present proceedings.

Procedural Order dated 20.06.2025:

5. The Tribunal noted receipt of the Complainant's email dated 12.06.2025, making reference to its prior email dated 27.05.2025, evidencing service of the Complaint and annexures upon the Respondent. The Complainant submitted that the period available to the Respondent for filing a Response under Rule 5(c) of the INDRP Rules had expired, and sought appropriate directions from the Tribunal.
6. *Vide* its email dated 27.05.2025, the Complainant had informed the Tribunal that the soft copy of the Complaint along with the complete set of annexures had been served upon the Respondent by email of even date. Proof of successful electronic delivery was also placed on record.



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7. It was further informed that attempts to serve the hard copy of the Complaint at the Respondent's WHOIS address through India Post and Blue Dart Courier Service had failed on account of an incorrect PIN code, with the delivery status reflecting "*destination is not serviceable.*" Screenshots evidencing the same were annexed.
8. The Tribunal observed that the Complainant had complied with its earlier directions to serve a copy of the Complaint with annexures upon the Respondent and had duly placed on record proof of electronic service, as well as evidence of unsuccessful attempts at physical service owing to incorrect WHOIS details - circumstances beyond the Complainant's control. It was further noted that despite service by email, the Respondent had failed to file a Response to the Complaint.
9. In view of Rule 2(d) of the INDRP Rules, the Tribunal held that service of the Complaint and annexures upon the Respondent was deemed to have been duly effected. However, in the interest of justice, the Respondent was directed to provide its correct postal address on or before 23.06.2025 to facilitate physical service of the Complaint.
10. The Respondent was also directed to acknowledge receipt of the Complaint and file its Response on or before 30.06.2025, failing



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which its right to file the same would stand forfeited automatically, and the proceedings would continue *ex parte*.

11. Both parties were further directed to file their respective Statements of Admission/Denial of documents on or before 04.07.2025, in the prescribed format, and to submit their proposed issues for consideration of the Tribunal on or before 07.07.2025.

Procedural Order dated 12.07.2025:

12. *Vide* its order dated 20.06.2025, the Tribunal had directed the Respondent to file its Response to the Complaint on or before 30-06-2025. However, the Respondent failed to file any Response within the prescribed timeline. Accordingly, the Respondent's right to file a Response stood closed, and the proceedings were directed to continue *ex parte* against the Respondent, while preserving the Respondent's right to participate in the proceedings at any subsequent stage.
13. By the same order, the Tribunal had also directed both parties to file their respective *Statements of Admission and Denial of Documents* on or before 04.07.2025. Since the Respondent neither filed a Response nor submitted any documents, the Tribunal observed that the Complainant was unable to file its Statement of Admission and Denial in the absence of any material on record opposing its Complaint.



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14. It was further noted that neither party had submitted proposed issues for adjudication within the prescribed deadline of 07-07-2025. The Tribunal framed the following issues for determination:
- A. Whether the Complainant is entitled to the relief of transfer of the disputed domain name from the Respondent? (*Onus Probandi: Complainant*)
 - B. Whether the Complainant is entitled to an award of costs against the Respondent? If so, to what extent? (*Onus Probandi: Complainant*)
 - C. Relief, if any.
15. The parties were granted a last and final opportunity to submit any further proposed or suggested issues on or before 15.07.2025, with the stipulation that, in the absence of such filing, the Tribunal would proceed on the basis of the issues framed.
16. The Tribunal had further directed that should either party seek an oral hearing for the purpose of presenting evidence and/or making submissions in support of their case, such request be made on or before 17.07.2025. It was made clear that, in the event no such request was received, the Tribunal would proceed to render its Award in due course based on the pleadings and material available on record.

Procedural Order dated 01.08.2025:

17. Pursuant to the Procedural Order dated 12.07.2025, the learned Counsel for the Complainant, *vide* email dated 15.07.2025, submitted that no response had been received from the Respondent



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till that date. It was further stated that the Complainant did not wish to file any additional pleadings or evidence at this stage, but reserved its right to file rebuttal submissions should the Respondent submit any material before the deadline.

18. In the said email, Counsel for the Complainant reiterated the Domain Complaint and its annexures *in toto*, including the reliefs claimed therein.
19. It was observed that the Respondent failed to file a response or submit any proposed issues within the prescribed time frame. Accordingly, the Respondent's right to file a response stood closed.
20. The Tribunal further noted that neither party requested an oral hearing. In view thereof, the matter was reserved for the award, based on the issues framed in the order dated 12.07.2025, and on the pleadings and material available on record.

C. COMPLAINANT'S COMPLAINT:

The Complainant has stated the following facts in its complaint dated 28.04.2025:

Introduction of the Complainant:

1. The Complainant has stated that it is engaged in the business of gemstones and related products and has acquired goodwill and reputation in its trade name and trademarks.



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The Respondent and the Disputed Domain:

2. The Complainant has stated that the Respondent is Sanjeev Kumar, carrying on business under the name and style of SK Enterprises, located at Vill. Vishnupur Kaiju, P.O. Malpur, Tehsil Patepur, Arunachal Pradesh – 848401, and the registrant of the disputed domain name <brampium.co.in>, which was created on 11.03.2025, with an expiry date of 11.03.2026, as reflected in the WHOIS record (Annexure C-1).

Rights in the BRAMPIUM Mark:

3. The Complainant has stated that it had coined, adopted, and extensively used the unique and distinctive mark “BRAMPIUM” in respect of its goods and services, which has come to be exclusively associated with it.
4. The Complainant has stated that it has been selling its BRAMPIUM branded products on leading e-commerce websites such as Amazon and Flipkart (Annexure C-2 colly).
5. The Complainant has stated that it is the registrant of the domain name <brampium.com> as well as several BRAMPIUM-formative domain names, the complete details of which are provided in Annexure C-4. From the said list, a few of the formative domain names are mentioned below:

Sr. No.	Domain Name	Annexure
1.	<brampium.ai>	C-4
2.	<brampium.app>	C-4



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3.	<brampium.asia>	C-4
4.	<brampium.biz>	C-4
5.	<brampium.casa>	C-4
6.	<brampium.cloud>	C-4
7.	<brampium.club>	C-4
8.	<brampium.co>	C-4
9.	<brampium.com>	C-4
10.	<brampium.company>	C-4
11.	<brampium.design>	C-4
12.	<brampium.dev>	C-4
13.	<brampium.fashion>	C-4
14.	<brampium.firm.in>	C-4
15.	<brampium.fit>	C-4

6. The Complainant has stated that it actively promotes its BRAMPIUM products and services through various social media platforms; reference has been made to Annexure C-5.
7. The Complainant has further stated that in order to obtain statutory protection in its *bona fide* adopted trademarks, the Complainant also applied for registration of its following trademarks with the Trade Mark Registry, Delhi:

Sr. No.	Trademark Applied	Application No.	Class	Status	Annexure
1.	BRAMPIUM (Word)	6829989	5	Accepted and Advertised	C-6



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2.	brampium (Device)	6730018	5	Accepted and Advertised	C-6
3.	brampium Last & Blast	6766845	5	Accepted and Advertised	C-6
4.	Brampium Lady Desire	6829992	5	Accepted and Advertised	C-6
5.	Brampium Last & Blast	6829993	5	Accepted and Advertised	C-6
6.	Brampuim	6730019	5	Accepted and Advertised	C-6
7.	Last & Blast	6772334	5	Accepted and Advertised	C-6

Enforcement Actions in Courts:

8. The Complainant has stated that its trademark rights have been recognised and protected by the Hon'ble Delhi High Court, including in *PST Gems Pvt. Ltd. v. Anurag Saxena & Ors.*, C.S. (COMM.) 1214 of 2024, where an order dated January 21, 2025 was passed in its favour (Annexure C-7).
9. The Complainant further stated that in *PST Gems Pvt. Ltd. v. Shopify Inc. & Ors.*, C.S. (COMM.) 176 of 2025, the Hon'ble Delhi High Court granted an *ad-interim* injunction in its favour. Reference in this regard is made to Annexure C-8.
10. The Complainant has stated that due to the superior quality and high efficiency of its nutraceutical and pharmaceutical products



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bearing the BRAMPIUM trademarks, coupled with their continuous and extensive use and large sales, it has amassed immense reputation and goodwill in the sexual wellness industry for its BRAMPIUM range of products and marks.

11. The Complainant has further stated that it has been using the BRAMPIUM trademarks continuously and extensively. Because of this use, and the quality of its products, the marks have acquired substantial goodwill and reputation in the industry and amongst the public at large. The marks are now exclusively associated with the Complainant's brand and products. They have also become distinctive and therefore qualify to be treated as well-known within the meaning of Section 2(1)(zg) of the Trade Marks Act, 1999

Bad Faith Registration and Use:

12. The Complainant has stated that the Respondent's adoption of the disputed domain name <brampium.co.in> was dishonest, *mala fide*, and intended to exploit the Complainant's goodwill.
13. The Complainant has stated that the Respondent had no rights or legitimate interests in the name "BRAMPIUM", was not commonly known by it, nor engaged in any *bona fide* offering of goods or services under it.
14. The Complainant has stated that the disputed domain name is deceptively similar to its well-known BRAMPIUM mark and was



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likely to create confusion among the public, divert consumers, result in passing off, and cause unfair competition.

15. The Complainant has stated that the webpage extracted from the disputed domain name establishes the Respondent's bad faith registration and use. Reference in this regard is made to Annexure C-9.

Violation of the INDRP Policy:

16. The Complainant has stated that the Respondent's conduct violated Paragraph 4 of the .IN Domain Name Dispute Resolution Policy (INDRP).
17. The Complainant has stated that the Respondent registered the disputed domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant or to its competitors for valuable consideration.
18. The Complainant has further stated that the Respondent's registration and use of the disputed domain name was intended to prevent the Complainant from reflecting its mark in a corresponding domain name, and that the Respondent had engaged in a pattern of such conduct.
19. The Complainant has stated that the Respondent registered the disputed domain name primarily for the purpose of disrupting the business of the Complainant and by using the disputed domain



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name, the Respondent intentionally attempted to attract internet users to its website for commercial gain by creating a likelihood of confusion with the Complainant's mark.

20. The Complainant has stated that such conduct amounted to bad faith registration and use under the INDRP, and accordingly prayed that the disputed domain name <brampium.co.in> be transferred in its favour.

Grounds of the Complainant:

The Complainant has submitted several grounds in support of the Complaint which are stated in brief as under:

- I. The domain name <BRAMPIUM.CO.IN> is identical to a trade mark in which Complainant has rights:**
- a. The Complainant has submitted that it is the proprietor of the trademark **BRAMPIUM** in India, and has been continuously and exclusively using the same in relation to its business since at least April 2024.
 - b. The Complainant has further submitted that such use predates the date on which the Respondent registered the disputed domain name <brampium.co.in>.
 - c. By virtue of extensive use and promotions, trademark applications and registrations, as well as immense reputation and goodwill in



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the market, the Complainant has marked a niche for itself in the industry. The Complainant has accordingly submitted that its trademark BRAMPIUM qualifies as a well-known mark and is entitled to protection.

- d. The Complainant has submitted that the disputed domain name <brampium.co.in> comprises the Complainant's trademark BRAMPIUM *in toto*, and is identical to the prior registered domain <brampium.com>. The Complainant has submitted that the impugned domain name is therefore visually, phonetically, deceptively and confusingly identical to the Complainant's prior trademark BRAMPIUM as well as its existing domain name.
- e. The Complainant has submitted that it is a well-settled principle under the INDRP that where the disputed domain name wholly incorporates the Complainant's trademark, such inclusion by itself is sufficient to establish deceptive similarity. In support, the Complainant has relied upon prior panel decisions, including *Kenneth Cole Productions v. Viswas Ailomedia*, VNDRP/093; *Inter-Continental Hotels Corporation v. Jaswinder Singh*, INDRP/278; and *Starbucks Corporation v. Mohanraj*, INDRP/118.
- f. The Complainant has submitted that the Hon'ble Supreme Court of India, in *Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.*, [2004 Supp. (2) SCR 465], held that a domain name has acquired the characteristic of being a business identifier. A domain name



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helps identify the subject of trade or service that an entity seeks to provide to its potential customers. The Complainant has submitted that this principle has been reiterated by prior INDRP panels in, *inter alia*, *Dell Inc. v. Mani, Soniya*, INDRP/753; *Patagonia Inc. v. Doublefist Ltd.*, INDRP/1185; *Factory Mutual Insurance Company v. Rhianna Leatherwood*, WIPO Case No. D2009-**; and *Avanti Feeds Limited v. Pradeep Chaturvedi*, INDRP/1388. The Complainant has also relied upon *Zippo Manufacturing Company Inc. v. Zhaxia*, INDRP/840, wherein it was held that:

“the Respondent has picked up the mark without changing even a single letter; when a domain name wholly incorporates a complainant's registered mark, that is sufficient to establish identity or similarity for purpose of the Policy.”

- g. The Complainant has further submitted that reliance is also placed on the prior decision of this Panel in *M/s Retail Royalty Company v. Mr. Folk Brook*, INDRP/705, wherein, on the basis of the Complainant's registered trademark and domain names for “AMERICAN EAGLE” predating the Respondent's creation of <americaneagle.co.in>, it was held that:

“The disputed domain name is very much similar to the name and trademark of the Complainant. The Hon'ble Supreme Court of India has recently held that the domain name has become a business identifier. A domain name helps identify the subject of trade or service that an entity seeks to provide to its potential customers. Further, there is a strong likelihood that a web browser looking for AMERICAN EAGLE products in India or elsewhere would mistake the disputed domain name as of the Complainant.”

The Complainant has submitted that, similar to the above case, a customer looking to buy the Complainant's BRAMPIUM branded



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products online may come across the disputed domain name and mistakenly assume the same to be that of the Complainant.

- h. The Complainant has submitted that it has acquired both common law and statutory rights in the mark BRAMPIUM, notably prior to the Respondent's creation of the disputed domain <brampium.co.in>.
- i. The Complainant has submitted that the evident identity between the Respondent's domain name and the Complainant's trademarks, domain names, and brand name is likely to mislead, confuse, and deceive the Complainant's customers as well as the general public as to the source, sponsorship, affiliation, or endorsement of the Respondent's domain name. The Complainant has further submitted that its rights over the BRAMPIUM trademarks predate the Respondent's registration of <brampium.co.in>, which, as per WHOIS records, was created only on 11.03.2025.
- j. Therefore, the conditions under the INDRP Paragraph 4(i) stand suitably established.

II. Respondent has no rights or legitimate interests in respect of the domain name:

- a. The Complainant has submitted that the Respondent has no rights or legitimate interests in the disputed domain name



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<brampium.co.in>. The Complainant has not authorised, licensed, or otherwise permitted the Respondent to make any use of its trademark and brand name BRAMPIUM and/or its phonetic equivalents or variations. The Complainant has further submitted that the Respondent does not have any affiliation or connection with the Complainant or with its goods under the name/mark BRAMPIUM.

b. The Complainant has submitted that BRAMPIUM is a coined and unique term, having no dictionary meaning, and the Respondent does not have any *bona fide* reason to use the Complainant's well-known trade name/trading style and registered trademark. The Complainant has contended that this constitutes *prima facie* proof under Paragraph 4(b) of the INDRP that the Respondent does not have any rights or legitimate interests in the domain name. In this regard, the Complainant has relied upon prior INDRP cases:

- *mozilla.in*, INDRP/642 (MOZILLA being an invented word and the principal trademark of the complainant);
- *clarins.co.in*, INDRP/739 (CLARINS being coined by the complainant);
- *airtelbank.co.in*, INDRP/727 (AIRTEL being coined by the complainant);
- *novartis.co.in*, INDRP/478 (NOVARTIS being coined by the complainant);
- *ikeahyderabad.in*, INDRP/1123 (IKEA being coined by the complainant).



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- c. The Complainant has submitted that the Respondent cannot assert that it has made, or is currently making, any legitimate non-commercial or fair use of the disputed domain name in accordance with Paragraph 6 of the .IN Policy. The Complainant has further submitted that no active website is operational from the said domain; instead, a parked page featuring several pay-per-click (PPC) links is displayed. The Complainant has relied on prior panel decisions holding that the use of PPC links does not constitute a legitimate right or interest and, in addition, is *prima facie* evidence of bad faith.
- d. The Complainant has submitted that the Respondent is also ineligible to sustain any claim under Paragraph 6(b) of the INDRP, given that the Respondent does not appear to be commonly known by the disputed domain name. The Complainant has pointed out that as per WHOIS records with NIXI, the registrant is "SK Enterprises," and therefore cannot be considered commonly known by <brampium.co.in>. The Complainant has further submitted that even a simple Google search for "Brampium" exclusively shows results pertaining to the Complainant.
- e. The Complainant has submitted that the Respondent is not making any legitimate or fair use of the impugned domain name under Paragraph 6(c) of the INDRP. The Complainant has also contended that any use of <brampium.co.in> by the Respondent in the future would likely create a false association or affiliation



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with the Complainant and its well-known trademark BRAMPIUM.

- f. The Complainant has submitted that the Respondent registered the disputed domain <brampium.co.in> almost one year after the Complainant had created and registered its domain <brampium.com>, as well as after adopting and using the BRAMPIUM trademarks and filing trademark applications. The Complainant has accordingly submitted that the Respondent's registration is not *bona fide* within the meaning of Paragraph 6(c) of the INDRP Policy, as there is no legitimate justification for registering a domain name that is visually, phonetically, conceptually, deceptively, and confusingly similar or identical to the Complainant's trademark.
- g. The Complainant has submitted that the continued ownership of the disputed domain name <brampium.co.in> by the Respondent, despite having no legitimate or fair reason to do so, prevents the Complainant from reflecting its trademark in the subject domain name. The Complainant has relied on *Motorola, Inc. v. NewGate Internet, Inc.*, WIPO Case No. D2000-0079, wherein it was held that the use of a complainant's trademark in a disputed domain name not only creates a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of the respondent's website, but also results in dilution of the complainant's marks.



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- h. The Complainant has submitted that it is not possible to conceive of any plausible use of the disputed domain name <brampium.co.in> by the Respondent that would not be illegitimate, as any such use would inevitably create a false association and affiliation with the Complainant and its well-known and prior adopted trademark BRAMPIUM.
- i. The Complainant has accordingly submitted that the Respondent has no rights or legitimate interests in respect of the disputed domain name, and that the conditions under Paragraph 4(b) of the INDRP stand established.

III. The domain name was registered or is being used in bad faith:

- a. The Complainant has submitted that in consideration of its reputation in India, where it has extensive business operations, as well as its worldwide reputation and the ubiquitous presence of the mark BRAMPIUM on the Internet, the Respondent must undoubtedly have been aware of the Complainant's trademarks long prior to registering the disputed domain name. The Complainant has further submitted that the disputed domain name <brampium.co.in>, as registered by the Respondent, incorporates the Complainant's trade name/trademark and is nearly identical to the prior registered domain <brampium.com>.
- b. The Complainant has submitted reliance upon the prior INDRP decision *M/s Merck KGaA v. Zeng Wei*, INDRP/323, wherein it was held:



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“The choice of the domain name does not appear to be a mere coincidence, but a deliberate use of a well-recognized mark... such registration of a domain name, based on awareness of a trademark is indicative of bad faith registration.”

The Complainant has accordingly submitted that the Respondent had no reason to adopt an identical name with respect to the disputed domain name except to create a deliberate and false impression in the minds of consumers and Internet users that the Respondent is somehow associated with or endorsed by the Complainant. The Complainant has contended that the Respondent's sole intention was to ride on the massive goodwill and reputation associated with the Complainant and to unjustly enrich itself.

- c. The Complainant has submitted that the fact that BRAMPIUM is a coined and unique word further aggravates the Respondent's bad faith. The Complainant has submitted that there can be no plausible explanation as to how the Respondent arrived at the impugned domain name <brampium.co.in>, which incorporates the Complainant's trademark BRAMPIUM as well as its domain <brampium.com> *in toto*, except with an intent to misappropriate the Complainant's goodwill.
- d. The Complainant has submitted that, in light of the aforesaid immense reputation of its mark BRAMPIUM and its ubiquitous presence on the Internet, the Respondent was, or should have been, aware of the Complainant's trademarks long prior to registering the disputed domain name. The Complainant has accordingly submitted that the Respondent had constructive



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notice of the Complainant's BRAMPIUM trademarks. In support, reliance has been placed on *Caesars World, Inc. v. Forum LLC*, WIPO Case No. D2005-0517 and *HUGO BOSS Trade Mark Management GmbH & Co. KG, HUGO BOSS AG v. Dzianis Zakharenka*, WIPO Case No. D2015-0640.

- e. The Complainant has submitted that the facts and contentions enumerated above establish that the Respondent's registration of the disputed domain name <brampium.co.in> is clearly contrary to the provisions of Paragraph 4(c) of the INDRP.
- f. The Complainant has further submitted that the mark BRAMPIUM is distinctive and well known, and it is inconceivable that the Respondent did not have prior knowledge of the Complainant's mark at the time of registering the disputed domain name.
- g. The Complainant has submitted that owing to the fame attached to its mark BRAMPIUM, which is a result of extensive use and promotion in relation to its renowned products, and given that the Complainant's goods are available both pan-India and globally, it is implausible for the Respondent to have registered the disputed domain name for any reason other than to trade off the reputation and goodwill of the Complainant's mark BRAMPIUM.

Reliefs sought by the Complainant:

The Complainant, invoking Paragraph 10 of the .IN Domain Name Dispute Resolution Policy (INDRP) and Paragraph 3(b)(vii) of the



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INDRP Rules of Procedure, has prayed that this Tribunal order the transfer of the disputed domain name <*brampium.co.in*> in its favour. The Complainant has further sought an award of costs against the Respondent, as this Tribunal may deem appropriate, for the reasons set out in Section IV above.

D. RESPONDENT'S RESPONSE:

The Respondent has neither entered appearance before this Tribunal nor filed any written Response or Reply in the matter. In view of the Respondent's continued non-compliance with the Tribunal's directions, the Tribunal is constrained to adjudicate the matter solely on the basis of the pleadings and documents placed on record by the Complainant.

E. REASONING AND FINDINGS OF THE TRIBUNAL:

I have minutely examined the Complaint dated 28-04-2025 and its annexures. I have also examined the *.IN Domain Name Dispute Resolution Policy* and the *INDRP Rules of Procedure* as adopted by the .IN Registry, as well as the provisions of the Arbitration and Conciliation Act, 1996.

Rules of Procedure and Rules Applicable to the Substance of the Dispute:

This Arbitral Tribunal is mindful of the legal position that, in accordance with Section 19(1) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "the Act"), it is not bound by the provisions of the Code of Civil Procedure, 1908, or the Indian Evidence



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Act, 1872 (now replaced by the *Bharatiya Sakshya Adhiniyam, 2023*). Further, Section 19(3) of the Act provides that, failing any agreement referred to in sub-section (2) of Section 19, the arbitral tribunal may conduct the proceedings in such manner as it considers appropriate. Section 19(4) of the Act vests the arbitral tribunal with the power to determine the admissibility, relevance, materiality, and weight of any evidence. In a similar vein, Rule 13(d) of the INDRP Rules also empowers the Arbitrator to determine the admissibility, relevance, materiality, and weight of evidence. However, it has been consistently held by the Courts of law that, while arbitral tribunals are not bound by the strict rules of evidence, they must nevertheless adhere to the basic principles underlying the Indian Evidence Act, 1872, as well as the principles of natural justice.

It may be noted that the Tribunal, in the present matter, has not insisted upon the hyper-technical requirement under the *Bharatiya Sakshya Adhiniyam, 2023* (hereinafter referred to as "the BSA") to file a certificate for electronic evidence filed by the Complainant.

Rule 18 of the INDRP Rules provides as under:

18. Arbitral Award:

- a. 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, 2019 (as amended up to date) 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.



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- b. An Arbitrator shall give his/ her award in writing, mentioning the name of the parties; the complete name of the Arbitrator; the impugned domain name; the date of passing of the award and observations made while passing such award.

Accordingly, *vide* its order dated 20-06-2025, the Tribunal had stated as under:

6. It is hereby clarified that the aforementioned issues shall be examined in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date) [hereinafter referred to as "*the Act*"], the INDRP Rules of Procedure, the .IN Domain Name Dispute Resolution Policy, as well as the well-established principles of natural justice, and the fundamental principles underlying the Code of Civil Procedure, 1908, and the Bharatiya Sakshya Adhiniyam, 2023 [hereinafter referred to as "*BSA*"], which have been held by courts of law to be applicable in arbitral proceedings.

Further, Rule 17 of the INDRP Rules provides as under:

17. Default by Parties:

In the event any party breaches the provisions of INDRP rules and/or directions of the Arbitrator, the matter can be decided *ex parte* by the Arbitrator and such arbitral award shall be binding in accordance to law.

Further, Section 25 of the Act provides as under:

25. Default of a party: Unless otherwise agreed by the parties, where, without showing sufficient cause,-

- (a) the claimant fails to communicate his statement of claim in accordance with sub-section (1) of section 23, the arbitral tribunal shall terminate the proceedings;
- (b) the respondent fails to communicate his statement of defence in accordance with sub-section (1) of section 23, *the arbitral tribunal shall continue the proceedings without treating that failure in itself as an admission of the allegations by the claimant* and shall have the discretion to treat the *right of the respondent to file such statement of defence as having been forfeited*.



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- (c) a party fails to appear at an oral hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.

(*emphasis added*)

Since the Respondent neither submitted a Response nor sought an extension of time to do so, and keeping in view the timelines prescribed under the INDRP Policy and Rules, the Respondent's right to file a Response was forfeited *vide* Tribunal's order dated 20-06-2025, and the matter was directed to proceed *ex parte*. However, the Respondent was permitted to participate in the proceedings at any subsequent stage, should he so choose. As per Section 25(2) of the Act, failure of the Respondent in filing its Response cannot be treated as an admission of the allegations made by the Complainant in its complaint dated 26.02.2025; hence, the Tribunal is to examine the facts and grounds as stated in the complaint and the documents annexed therewith to adjudicate the issues framed *vide* order dt. 20.06.2025.

ISSUE NO. 1:

Whether the Complainant is entitled to the relief of transfer of the disputed domain name <BRAMPIUM.CO> from the Respondent?
(*Onus Probandi: Complainant*)

ANALYSIS:

To decide the Issue No. 1 in the present case, the Paragraph No. 4 of the Policy may be referred which provides as under:

4. **Class of Disputes:** Any Person who considers that a registered domain name conflicts with his/ her legitimate rights or interests may file a Complaint to the .IN Registry on the following premises:



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- (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*; and
- (b) the Registrant has *no rights or legitimate interests* in respect of the domain name; and
- (c) the Registrant's domain name has been *registered or is being used in bad faith*.

(Emphasis added)

Accordingly, for the Complaint to be maintainable under the Policy, the Complainant is required to establish the following:

1. That it has rights in a particular name, trademark, or service mark;
2. That the Registrant's domain name is identical or confusingly similar to such name, trademark, or service mark;
3. That the Registrant has no rights or legitimate interests in respect of the domain name; and
4. That the domain name has been registered or is being used in bad faith.

Further, Paragraph 7 of the Policy clarifies the meaning of "bad faith" as referred to in Clause 4(c), as under:

7. **Evidence of Registration and use of Domain Name in Bad Faith:**
For the purposes of Clause 4(c), the following circumstances, in particular but without limitation, *if found by the Arbitrator to be present*, shall be *evidence* of the registration and use of a domain name in bad faith:



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- (a) *circumstances indicating* that the Registrant has registered or acquired the domain name primarily for the purpose of *selling, renting, or otherwise transferring the domain name registration to the Complainant*, who bears the name or is the owner of the trademark or service mark, *or to a competitor of that Complainant*, for valuable consideration in excess of the Registrant's documented out-of-pocket costs directly related to the domain name; or
- (b) the Registrant has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the Registrant has engaged in a pattern of such conduct; or
- (c) by using the domain name, *the Registrant has intentionally attempted to attract Internet users to the Registrant's website or other on-line location*, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of the Registrant's website or location or of a product or service on the Registrant's website or location.
(Emphasis added)

Burden of proof:

The Complainant, to prove its averments made in the complaint, has filed documents as Annexure Nos. 1 to 9. It is to be noted that the present arbitral proceedings shall be guided by the basic principles of the BSA which has come in to force w.e.f. 1st July 2024 while the present complaint is dated 28-04-2025. Section 104 of the BSA provides as under:

104. Burden of proof.- Whoever desires any Court to give judgment as to any legal right or liability *dependent on the existence of facts which he asserts must prove that those facts exist*, and when a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

(Emphasis added)

A reference to Section 105 of the BSA may also be made:



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105. On whom burden of proof lies.- The burden of proof in a suitor proceeding lies on that person *who would fail if no evidence at all were given on either side.*

(Emphasis added)

Accordingly, the burden to prove the Issue No. 1 is on the Complainant. Thus, the Tribunal is to examine as to whether the Complainant has been able to discharge his burden. My above view is fortified by the judgment in *Dudh Nath Pandey (dead) by LRs. v. Suresh Chandra Bhattasali (dead) by LRs.* AIR 1986 SC 1509, wherein Hon'ble Supreme Court has categorically held that the plaintiff has to stand on his own strength. Further, in the case of *State of M.P. v. Nomi Singh*, (2015)14 SCC 450, Hon'ble Supreme Court has held as under:

"10 ...It is settled principle of law that in respect of relief claimed by a plaintiff, he has to stand on his own legs by proving his case. On perusal of the impugned order passed by the High Court, this Court finds that the High Court has wrongly shifted burden of proof on the defendants..."

It is to be noted that in the present case, the Respondent has not filed its Response either admitting or denying the facts as stated in the complaint and/ or the documents filed with the complaint. The Tribunal notes that the Respondent has not denied the claims or engaged with the merits of the dispute in any manner. Hence, I am inclined to examine the complaint and its annexures to determine the Issue No. 1 with regard to the Complainant's right to get the disputed domain transferred from the Respondent without requiring the Complainant to technically prove its case by leading witness.



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Entitlement of the Complainant for transfer of the disputed domain:

The issue now is whether the Complainant is entitled to have the disputed domain name transferred on the basis of the facts as stated in the complaint and documents annexed to it.

It is to be noted that the domain name disputes in India are primarily addressed through the lens of trademark law, particularly under the Trade Marks Act, 1999, which provides remedies for trademark infringement and passing off. Although there is no standalone legislation governing domain name disputes, legal principles drawn from trademark jurisprudence are routinely applied to prevent the registration and misuse of confusingly similar domain names. A reference can be made to the judgments in the cases of *Satyam Infoway Ltd. vs. Siffynet Solutions Ltd.*, (2004) SCC OnLine SC 638; *Yahoo! Inc. vs. Akash Arora & Anr.* 1999 IIAD Delhi 229, 78 (1999) DLT 285 and *Tata Sons Ltd. vs. Manu Kasuri & Ors*, 90 (2001) DLT 659. In the case of *Satyam Infoway Ltd.* (supra), the principal question raised was whether internet domain names were subject to the legal norms applicable to other intellectual properties, such as trademarks. The Hon'ble Supreme Court held as follows:

- "25. As far as India is concerned, there is no legislation which explicitly refers to dispute resolution in connection with domain names. But *although the operation of the Trade Marks Act, 1999 itself is not extraterritorial and may not allow for adequate protection of domain names, this does not mean that domain names are not to be legally protected to the extent possible under the laws relating to passing off.*"
(Emphasis added)



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Further, in the case of *World Book Inc. vs. World Book Company (P) Ltd.* 215 (2014) DLT 511, Hon'ble High Court of Delhi has laid down as under:

"48. ...So far as the issue of protection of domain names is concerned, the law relating to the passing off is well settled. The principle underlying the action is that no one is entitled to carry on his business in such a way as to lead to the belief that he is carrying on the business of another man or to lead to believe that he is carrying on or has any connection with the business carried by another man. ***It is undisputed fact that a domain name serves the same function as the trade mark and is not a mere address or like finding number on the Internet and, therefore, is entitled to equal protection as a trade mark.*** A domain name is more than a mere Internet Address for it also identifies the Internet site to those who reach it, much like a person's name identifies a particular person, or as more relevant to trade mark disputes, a company's name identifies a specific company."

(Emphasis added)

To prove the three conditions as laid down in Clause 4 of the Policy, the Complainant has filed Annexure C-5 which contains copies of the Complainant's social media pages evidencing the Complainant's online presence and continuous operation of its services,. Further, Annexure C-2 contains screenshots of e-commerce websites such as Amazon and Flipkart where the complainant's products are sold. All the above documents evidence the Complainant's reputation in India as well as abroad, highlight the BRAMPIUM brand's recognition and standing in the market. To prove the three conditions as laid down in Clause 4 of the Policy, the Complainant has filed Annexure C-6 which contains copies of the status pages of the Complainant's BRAMPIUM formative trademark applications evidencing its statutory rights. Further, Annexure C-5 contains copies of the Complainant's social media pages showing its online presence, and Annexure C-2 contains screenshots of e-commerce websites such as Amazon and Flipkart where the



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Complainant's products are sold. In addition, Annexure C-7 and Annexure C-8 contain orders of the Hon'ble Delhi High Court recognizing the Complainant's rights in the BRAMPIUM mark. Annexure C-9 contains a copy of the disputed webpage <BRAMPIUM.CO> evidencing bad faith use by the Respondent. All the above documents collectively evidence the Complainant's reputation in India as well as abroad, highlight the BRAMPIUM brand's recognition and standing in the market, and establish the Respondent's bad faith under Clause 4 of the Policy.

The Complainant has further placed on record copies of its trademark applications and registrations for the mark "BRAMPIUM" before the Trade Marks Registry in India. Notably, Indian Trademark Application No. 6829989 for the word mark "BRAMPIUM" was filed on 29-01-2025, Indian Trademark Application No. 66730018 for the device/label mark was also filed on 27.11.2024, Indian Trademark Application No.6766845 for the device/label mark was also filed on 20.12.2024, Indian Trademark Application No. 6829992 for the WORD was also filed on 29.01.2025 , Indian Trademark Application No. 6829993 for the WORD was also filed on 29.11.2024, Indian Trademark Application No. 66730019 for the WORD filed on 27.11.2024 and Indian Trademark Application No. 6772334 for the WORD filed on 24.12.2024.

These applications, as detailed in Annexure C-6, are valid, subsisting, and presently under examination. Additionally, the Complainant has furnished material evidencing prior adoption and continuous use of the



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brand since April 2024, supported by social media pages annexed as Annexure C-5.

These registrations and supporting documents demonstrate the Complainant's long-standing and legitimate rights in the trademark "BRAMPIUM" and substantiate its entitlement to protection under the provisions of the Trade Marks Act, 1999. Section 28 of the Trade Marks Act, 1999 provides as under:

"28. Rights conferred by registration.—(1) Subject to the other provisions of this Act, *the registration of a trade mark shall, if valid, give to the registered proprietor of the trade mark the exclusive right to the use of the trade mark in relation to the goods or services in respect of which the trade mark is registered* and to obtain relief in respect of infringement of the trade mark in the manner provided by this Act..."

XXX

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(emphasis added)

Further, Section 31 of the Trade Marks Act, 1999 provides as under:

31. Registration to be *prima facie* evidence of validity.—(1) In all legal proceedings relating to a trade mark registered under this Act (including applications under section 57), *the original registration of the trade mark and of all subsequent assignments and transmissions of the trade mark shall be prima facie evidence of the validity thereof.*

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(emphasis added)

Thus, the above-stated trademark applications filed before the Trade Marks Registry, India together with evidence of adoption and continuous commercial use of the brand from April 2024 constitute *prima facie* evidence of validity.



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Further, Annexure C-1 contains the WHOIS extract of the disputed domain name <brampium.co.in>, which was registered by the Respondent Sanjeev Kumar on 11.03.2025 using an incorrect or misleading postal PIN code. The WHOIS record clearly shows that the Respondent is not commonly known by the disputed domain name, nor has it any apparent authorization or license from the Complainant to adopt or use the BRAMPIUM mark. The disputed domain incorporates the Complainant's trademark "BRAMPIUM" in its entirety, without addition or differentiation, and is therefore confusingly similar to the Complainant's prior mark and domain <brampium.com>.

The Respondent has not filed any response or evidence of rights or legitimate interests despite due service of the Complaint and annexures. No material has been produced to suggest any *bona fide* offering of goods or services, or that the Respondent is commonly known by the name "BRAMPIUM." On the contrary, the disputed domain merely resolves to a parked page featuring pay-per-click (PPC) links, as evidenced in Annexure C-9, which cannot amount to legitimate use under the INDRP.

The Respondent's choice of domain name, its failure to make any genuine or fair use, and the deliberate adoption of a unique, coined term like BRAMPIUM - which is exclusively associated with the Complainant - strongly indicate opportunistic bad faith. The passive holding of the disputed domain, combined with the Respondent's non-appearance in these proceedings, further supports a finding of bad faith under Paragraphs 6 and 7 of the Policy. Accordingly, the Tribunal is



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satisfied that the Complainant has established all three elements under Paragraph 4 of the INDRP: the disputed domain name is confusingly similar to the Complainant's trademark "BRAMPIMUM"; the Respondent has no rights or legitimate interests therein; and the disputed domain name was registered and is being held in bad faith.

Further, the Respondent's failure to use the disputed domain name demonstrates a lack of *bona fide* intention in acquiring it. The Respondent has chosen not to appear before this Tribunal to present its position. It is evident that the Respondent has no intention of using the domain except to profit from it by misleading users and exploiting the Complainant's goodwill, which is impermissible under Clause 7(a) of the Policy, which reads as follows:-

7. Evidence of Registration and use of Domain Name in Bad Faith:

For the purposes of Clause 4(c), the following circumstances, in particular but without **limitation**, if found by the Arbitrator to be present, shall be evidence of the Registration and use of a domain name in bad faith:

- (a) *circumstances indicating that the Registrant has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant, who bears the name or is the owner of the Trademark or Service Mark, or to a competitor of that Complainant, for valuable consideration in excess of the Registrant's documented out-of-pocket costs directly related to the domain name; or*

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(emphasis added)

In view of the foregoing, this Tribunal is satisfied that the Respondent has registered and is holding the disputed domain name in bad faith.

Annexure C-1 contains the WHOIS extract for the disputed domain name <*brampium.co.in*>, which records that the Respondent first acquired the domain on 11.03.2024, with the registration due to expire



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on 11.03.2026. The WHOIS details further reflect that the Respondent provided an incorrect State and PIN code in its postal address, which resulted in failed delivery attempts of the hard copy of the Complaint through India Post and Blue Dart courier service.

Nevertheless, the Complaint along with its annexures was duly served upon the Respondent *via* email using the WHOIS contact. The Respondent has neither disputed receipt of the Complaint nor furnished any clarification or updated contact details.

The following compelling factors support the conclusion that the disputed domain name was registered to target the Complainant's rights:

1. **Pattern of Deliberate Imitation:** The Respondent has incorporated the Complainant's unique and coined trademark "**BRAMPIUM**" in its entirety into the disputed domain name, thereby creating an identical mark-domain overlap. Considering that the Complainant's mark is invented and has no dictionary meaning, such adoption cannot be coincidental and reflects a deliberate attempt to exploit the Complainant's goodwill.
2. **Visual and Conceptual Similarity:** The disputed domain name <brampium.co.in> is visually and conceptually identical to the Complainant's registered word and device marks "**BRAMPIUM**" in this regard reference is made to Annexure C-6 and its prior domain <brampium.com> as mentioned at Annexure C-3. Such similarity is likely to cause confusion among average internet



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users with ordinary intelligence and imperfect recollection, leading them to believe that the Respondent's domain is associated with the Complainant.

3. **Absence of *Bona Fide* Use:** The disputed domain does not resolve to any genuine business activity, nor is there any evidence on record to suggest that the Respondent is commonly known by the name "BRAMPIUM." The Respondent has made no legitimate non-commercial or fair use of the disputed domain. Instead, its passive holding coupled with inaccurate WHOIS details shows lack of *bona fide* intent.
4. **Deliberate Bad Faith Adoption:** As the mark BRAMPIUM is a coined and distinctive term, there can be no plausible explanation for the Respondent's adoption of the identical domain name other than to ride upon the Complainant's goodwill and reputation. The Respondent's silence and failure to rebut the Complainant's assertions only reinforce this inference of bad faith.
5. **Failure to Respond to Notice:** Despite being duly served electronically, the Respondent has failed to file any Response or provide updated contact details under Rule 2(c) of the INDRP Rules. The Respondent's silence evidences lack of rights or legitimate interests and supports a finding of bad faith.

The Hon'ble High Court of Delhi, in the case of *Info Edge (India) Pvt. Ltd. and Anr. vs. Shailesh Gupta and Anr.*, 98 (2002) DLT 499; 2002 (24) PTC 355 (Del.), where the plaintiff carried on business under the



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domain name 'Naukri.com' and the defendant began using the domain name 'Naukari.com,' held that where two contesting parties are involved in the same area, there exists a grave and immense possibility for confusion and deception, and both marks were deceptively similar. While the element of identical business activity may not strictly arise in the present case, the principle remains applicable — the Respondent cannot be permitted to appropriate and register a domain name that is deceptively identical to the Complainant's well-known trademark. In this regard, Clause 3 of the Policy provides as follows:-

3. Registrant's Representations: By applying to register a domain name, or by asking a Registrar to maintain or renew a domain name registration, the Registrant hereby represents and warrants that:

- (a) the credentials furnished by the Registrant for registration of Domain Name are complete and accurate;
- (b) *to the knowledge of Registrant, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;*
- (c) the Registrant is not registering the domain name for an unlawful and *malafide* purpose; and
- (d) the Registrant will not knowingly use the domain name in violation or abuse of any applicable laws or regulations. It is the sole responsibility of the Registrant to determine whether their domain name registration infringes or violates someone else's rights.

(emphasis added)

Thus, the Respondent has violated the above-mentioned undertaking given to the Registrar at the time of applying for the disputed domain name.

As noted above, protection is to be granted under the provisions of the Trade Marks Act, 1999. Section 29 of the said Act provides as follows:

29. Infringement of registered trade marks.—(1) A registered trade mark is infringed by a person who, not being a registered proprietor or a person using by way of permitted use, uses in the course of trade, a mark which is identical with, or deceptively similar to, the trade mark in relation to goods



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or services in respect of which the trade mark is registered and in such manner as to render the use of the mark likely to be taken as being used as a trade mark.

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In the present case, the Complainant has successfully established all three elements required under Paragraph 4 of the .IN Domain Name Dispute Resolution Policy (INDRP), namely:

1. The disputed domain name is confusingly similar to the Complainant's registered and distinctive trademark "BRAMPIUM." The domain name <brampium.co.in> incorporates the Complainant's trademark "BRAMPIUM" in its entirety. The mere addition of the ".co.in" country-code extension does not dispel the likelihood of confusion. Given that the Complainant is also the proprietor of the prior registered domain <brampium.com>, in this regard reference is made to Annexure C-3, the similarity is such as to mislead an average internet user into believing that the disputed domain name is associated with or endorsed by the Complainant.
2. The Respondent has no rights or legitimate interests in the disputed domain name. There is no evidence that the Respondent is commonly known by the name "BRAMPIUM," nor that it has made any *bona fide* offering of goods or services under it. On the contrary, the WHOIS extract at Annexure C-1 shows that the Respondent provided incorrect address details, and there is no record of any legitimate use of the disputed domain name. The Complainant, by contrast, has established statutory rights through its Indian trademark registrations, reference may be made to



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Annexure C-6, and demonstrated prior use and recognition of its mark in India, reference may be made to Annexure C-5.

3. The disputed domain name was registered and is being held in bad faith. The Respondent's adoption of the coined and distinctive trademark "BRAMPIUM" cannot be a matter of coincidence. The Respondent's failure to provide accurate WHOIS details, coupled with the passive holding of the disputed domain, reinforces the inference that the registration was made opportunistically to exploit the goodwill attached to the Complainant's brand. The Respondent has failed to appear in these proceedings or rebut the Complainant's evidence, further strengthening the finding of bad faith under Paragraph 7 of the Policy.
4. Furthermore, the Complainant has provided sufficient documentary evidence including examination report (**Annexure C-6**); the extracts of its online presence (**Annexure C-2**); and WHOIS records of its domain portfolio, including <brampium.com> (**Annexure C-3**). These documents collectively establish the Complainant's longstanding reputation, statutory rights, and prior adoption of the "BRAMPIUM" mark. The Respondent, by contrast, has not filed any response or submitted any material to rebut these claims or to establish any legitimate interest. In light of the Respondent's infringing conduct and failure to participate in these proceedings, the Tribunal finds that continued ownership of the disputed domain name by the Respondent would irreparably harm the Complainant's brand and cause deception among unsuspecting users.



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Findings on Issue No. 1:

For the aforesaid reasons, the Tribunal concludes that the Complainant has satisfied the requirements of Paragraph 4 of the INDRP Policy and is therefore entitled to the relief sought. Accordingly, the Issue No.1 is decided in favour of the Complainant.

ISSUE NO. 2:

Whether the Complainant is entitled to an award of costs against the Respondent? If so, to what extent? (*Onus Probandi: Complainant*)

ANALYSIS:

As far as the issue of awarding the costs of the arbitral proceedings to the Complainant is concerned, the reference may be made to the Section 31A of the Act which is as under:

31A. Regime for costs.—(1) In relation to any arbitration proceeding or a proceeding under any of the provisions of this Act pertaining to the arbitration, the Court or arbitral tribunal, notwithstanding anything contained in the Code of Civil Procedure, 1908 (5 of 1908), shall have the discretion to determine—

- (a) whether costs are payable by one party to another;
- (b) the amount of such costs; and
- (c) when such costs are to be paid.

Explanation.—For the purpose of this sub-section, “costs” means reasonable costs relating to—

- (i) the fees and expenses of the arbitrators, Courts and witnesses;
- (ii) legal fees and expenses;
- (iii) any administration fees of the institution supervising the arbitration; and
- (iv) any other expenses incurred in connection with the arbitral or Court proceedings and the arbitral award.

(2) If the Court or arbitral tribunal decides to make an order as to payment of costs,—

- (a) *the general rule is that the unsuccessful party shall be ordered to pay the costs of the successful party; or*



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- (b) the Court or arbitral tribunal may make a different order for reasons to be recorded in writing.
- (3) In determining the costs, the Court or arbitral tribunal shall have regard to all the circumstances, including—
- (a) *the conduct of all the parties;*
 - (b) whether a party has succeeded partly in the case;
 - (c) *whether the party had made a frivolous counterclaim leading to delay in the disposal of the arbitral proceedings;* and
 - (d) whether any reasonable offer to settle the dispute is made by a party and refused by the other party.
- (4) The Court or arbitral tribunal may make any order under this section including the order that a party shall pay—
- (a) a proportion of another party's costs;
 - (b) a stated amount in respect of another party's costs;
 - (c) costs from or until a certain date only;
 - (d) costs incurred before proceedings have begun;
 - (e) costs relating to particular steps taken in the proceedings;
 - (f) costs relating only to a distinct part of the proceedings; and
 - (g) interest on costs from or until a certain date.
- (5) An agreement which has the effect that a party is to pay the whole or part of the costs of the arbitration in any event shall be only valid if such agreement is made after the dispute in question has arisen.

(emphasis added)

Thus, the Tribunal has the discretion to determine whether costs are payable by one party to another, the amount of such costs, and when they are to be paid. However, in determining the costs, the arbitral tribunal must take into account all the circumstances as outlined in Section 31A(3) of the Act, which include the conduct of the parties, as well as whether a party made a frivolous counterclaim that caused delay in the disposal of the arbitral proceedings.

The burden of proving Issue No. 2 lies with the Complainant; however, the Complainant has failed to file its *Statement of Costs* along with the requisite supporting documents before the Tribunal, despite the framing of Issue No. 2 for this purpose. The legal maxim *Vigilantibus non dormientibus jura subveniunt*—"The law



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assists those who are vigilant, not those who sleep over their rights"-is pertinent in this context.

Findings on Issue No. 2:

In light of the Complainant's failure to substantiate its claim for costs, the Tribunal finds no justification to award costs in favour of the Complainant.

ISSUE NO. 3:

What relief, if any, is the Complainant entitled to?

ANALYSIS AND FINDING:

In light of the findings recorded on Issues Nos. 1 and 2, the Tribunal is satisfied that the Complainant has established its entitlement under the INDRP Policy. Accordingly, the Tribunal directs that the disputed domain name <BRAMPIUM.CO> be transferred to the Complainant.

As regards costs, the Tribunal has already held under Issue No. 2 that the Complainant is not entitled to any award of costs and shall bear its own expenses in the present arbitral proceedings

F. PRONOUNCEMENT AND COMMUNICATION:

In view of Rule 20 of the INDRP Rules, the original signed copy of this Award shall be provided to the Registry, which shall, in turn, communicate the same to the parties *via* email and by uploading it on the Registry's website. The parties may obtain a certified copy of the Award, if so required, from the Registry.



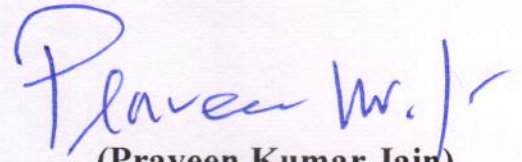
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This Award has been executed on non-judicial stamp paper of ₹100/-. Any deficiency in stamp duty, if applicable, shall be borne by the concerned party before the appropriate authority in accordance with the applicable laws.

This Award is signed and pronounced by me at New Delhi (India) on this 31st day of August, 2025.

New Delhi

31-08-2025


(Praveen Kumar Jain)

The Sole Arbitrator

