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Unique Doc. Reference	: SUBIN-DL DL-SELF00740187791102X
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Description of Document	: Article 12 Award
Property Description	: AWARD
Consideration Price (Rs.)	: 0 (Zero)
First Party	: LUCY RANA
Second Party	: LUCY RANA
Stamp Duty Paid By	: LUCY RANA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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BEFORE THE SOLE ARBITRATOR UNDER THE .IN DOMAIN NAME DISPUTE RESOLUTION POLICY
(Appointed by the National Internet Exchange of India)
ARBITRATION AWARD
Disputed Domain Name: <sabre-paris.in>

IN THE MATTER OF

SABRE SAS

Allée des Vergers Batiment A,
78240 Aigremont,
France

..... Complainant

-----versus-----

MERCI DEHRADUN (as per WHOIS records)

IDA, 46, EC Road,
Dehradun, Uttarakhand,
India – 248001

Email: sabreparisindia@gmail.com

..... Respondent

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1. The Parties

The **Complainant** in this arbitration proceeding is **SABRE SAS**, with its principal place of business at Allée des Vergers Batiment A, 78240 Aigremont, France.

The **Respondent** in this arbitration proceeding is **MERCI DEHRADUN**, of the address: IDA, 46 EC Road, Dehradun, Uttarakhand -248001, India as per the WHOIS records.

2. The Domain Name, Registrar and Registrant

The present arbitration proceeding pertains to a dispute concerning the registration of the domain name <**SABRE-PARIS.IN**> with the .IN Registry. The Registrant in the present matter, while not clearly outlined in the WHOIS records, appears to be **MERCI DEHRADUN**. Further, the Registrar of the disputed domain is **GoDaddy.com, LLC**.

3. Procedural History

The arbitration proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (INDRP), adopted by the National Internet Exchange of India (NIXI). The procedural history of the matter is tabulated below:

Date	Event
October 10, 2025	NIXI sought consent of Ms. Lucy Rana to act as the Sole Arbitrator in the matter. The Arbitrator confirmed her availability and gave her consent vide email on the same date, along with the Statement of Acceptance and Declaration of Impartiality and Independence in compliance with the INDRP Rules of Procedure.
October 29, 2025	NIXI handed over the Domain Complaint and Annexures thereto to the Arbitrator.
October 30, 2025	The Arbitrator directed Complainant's Counsel to provide an apostilled/notarized authorisation document.
November 6, 2025	Complainant's Counsel provided a duly signed and notarized PoA.
November 7, 2025	The Arbitrator directed the Complainant's Counsel to serve a full set of the domain complaint as filed, along with annexures, upon the Respondent by email as well as physical mode (in case Complaint had already not done so) and provide proof of service within seven (07) days.
November 10, 2025	Complainant's Counsel sent a full set of the domain complaint and annexures to the Respondent by email and kept Arbitrator in copy.
November 13, 2025	Complainant's Counsel is directed to provide proof of delivery (i.e. email delivery receipts/reports), to confirm the delivery of email, within five (05) days.

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November 17, 2025	Complainant's Counsel confirmed that the domain complaint has been delivered through courier as well as email and provided a copy of the delivery report as an evidence.
November 18, 2025	The Arbitrator accordingly commenced arbitration proceedings in respect of the matter. Respondent was granted time of fourteen (14) days, to submit a response, i.e. by February 14, 2025.
December 3, 2025	As no response was received from the Respondent within the stipulated time period, in the interests of justice, the Arbitrator granted a final extension of five (05) days to respond to the complaint.
December 10, 2025	As no response was received from the Respondent, the Arbitrator concluded proceedings and reserved the present award.
December 24, 2025	Complainant's Counsel informed the Arbitrator that the Respondent had approached the Complainant and had agreed to transfer the disputed domain name to the Complainant and further provided a copy of Settlement Agreement executed between the Complainant and the Respondent, stipulating that the disputed domain name be transferred to the Complainant.
December 30, 2025	<p>It has been observed that the Arbitrator as well as NIXI were not kept in copy in such correspondence exchanged between the parties. Further, the Complainant's counsel had sent the email on Arbitrator's earlier e-mail dated November 18, 2025, disregarding the latest e-mail of December 10, 2025.</p> <p>As the arbitral proceedings stand concluded dated December 10, 2025 and the arbitral award stands reserved as on December 10, 2025, the present Settlement agreement in its current state was not taken on record and the arbitral award shall be passed on the basis of the material available on record, in accordance with the applicable law.</p>

4. Factual Background – Complainant

Counsel for the Complainant, on behalf of the Complainant in the present matter, has, inter alia, submitted as follows:

- i. That the Complainant, founded in 1993 by Francis and Pascale Gelb, is a French luxury silverware manufacturer based in Paris, specializing in high-end cutlery and tableware. That the Complainant is a corporate entity that owns and operates the SABRE PARIS brand. In this regard, the Complainant has annexed excerpts from their website showcasing some of the products and services that they offers under the trademark SABRE PARIS as Annexure A.
- ii. That the Complainant is the owner of several trademark registrations worldwide containing the trademarks SABRE and SABRE PARIS. In this regard, Complainant

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has annexed a list of trademark registrations and applications owned by the Complainant as Annexure B.

- iii. That the Complainant's trademarks SABRE and SABRE PARIS have acquired immense reputation and goodwill over the years and are amongst the most instantly recognizable trademarks and trade names in the world today.
- iv. By virtue of Complainant's bonafide adoption and extensive use, the trademarks SABRE and SABRE PARIS have become exclusively and globally associated with them in the eyes of consumers. That the Complainant's social media pages help consumers and the public associate the goods and services under the SABRE and SABRE PARIS trademarks with the Complainant. In this regard, Complainant has annexed documents in support of the aforementioned as Annexure C.
- v. That the Complainant lodged a formal complaint with the Registrar alleging trademarks and copyright infringement, following which the website (Disputed Domain Name) was taken down on June 2, 2025. Prior to its removal, the Respondent used the disputed domain name to offer discounted versions of the Complainant's goods and reproduced a substantial portion of the Complainant's proprietary content including copyrighted text and images, trademarked logos and wordmarks, and marketing materials without authorization. In this regard, Complainant has annexed excerpts from Respondent's website as on May 22, 2025 as Annexure E.
- vi. That the Disputed Domain Name appears to have been registered in India by one Merci Dehradun, however, was being used by one Ms. Kahini Bata. The Complainant became aware about the unauthorized registration of the Disputed Domain Name by the Respondent in 2024 and immediately contacted the Respondent and requested that she relinquishes control of the domain as she was never authorized to register the domain name. The Respondent initially agreed to transfer the domain but failed to take any further action and eventually ceased all communication. Thereafter, the Complainant addressed a legal notice dated March 13, 2025, demanding that Ms. Kahini Bata transfer the Disputed Domain Name to the Complainant. However, Ms. Kahini Bata evaded the Complainant's request and in fact, in September 2025, through a representative stated that the Respondent is willing to transfer the domain name to the Complainant upon payment of 4500 Euros. In this regard, Complainant has annexed the communications exchanged between the Complainant and Ms. Kahini Bata as Annexure F.

5. Contentions And Legal Grounds Submitted By The Complainant

In support of the requirements under the captioned provisions of the INDRP (combined with the relevant Rules of Procedure) the Complainant has submitted that:



A. The Respondent's domain name "sabre-paris.in" is identical to a name, trademark/ trade name in which the Complainant has rights

- i. That the disputed domain incorporates the Complainant's trademark 'SABRE' and 'SABRE PARIS' in its entirety and hence is identical to the Complainant's trademark.
- ii. That the Complainant's rights in the trademarks 'SABRE' and 'SABRE PARIS' predate the registration of the Disputed Domain Name by several years.
- iii. That a disputed domain name which wholly incorporates a Complainant's registered trademark is sufficient to establish identity or confusing similarity for the purpose of INDRP, and in this regard, Complainant has placed reliance on *ITC Limited v. Travel India (INDRP Case No. 065)*, *Allied DOMEQ Spirits and Wine Limited v. Roberto Ferrari (INDRP Case No. 071)*, *International Business Machines Corporation v. Zhu Xumei (INDRP Case No. 646)* and *Jaguar Land Rover v. Yitao (INDRP Case No. 641)*.
- iv. That if a disputed domain name completely incorporates the trademark / service mark of the Complainant, then the mere addition of TLDs, gTLDs, ccTLDs such as ".in" and/or ".co.in" will not distinguish the Respondent's disputed domain name from the Complainant's trademark and in this regard, the Complainant has placed reliance on *Nike Inc. v. Nike Innovative CV Zhaxia (Case No. INDRP/804)*, *Metropolitain Trading Company v. Chandan Chandan (Case No. INDRP/811)* and *Lego Juris A/s v. Robert Martin (Case No. INDRP/125)*.

B. The Respondent has no rights or legitimate interests in respect of the domain name

- i. That the Respondent has no rights or legitimate interests in the Disputed Domain Name as they have no connection or affiliation with the Complainant, has never been authorized to use the Complainant's trademarks or incorporate the same in the disputed domain name in any form, and has not been engaged in any official commercial relationship with the Complainant.
- ii. That the disputed domain name incorporates the Complainant's trademarks 'SABRE' and 'SABRE PARIS', which clearly means that the Respondent is attempting to mislead consumers into believing that it is affiliated with or authorized by the Complainant. However, the Complainant has never granted the Respondent any right to use its trademarks, to register or operate the disputed domain name, or to act as a reseller or representative of its products.
- iii. That the Respondent is not commonly known by the name 'SABRE' or 'SABRE PARIS', has never operated any business under these marks, and does not hold any trademark registrations related to 'SABRE' and 'SABRE PARIS'.

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- iv. That the sole purpose behind the Respondent's registration of the domain appears to mislead and divert consumers by capitalizing on the reputation and goodwill associated with the Complainant's well-known trademarks 'SABRE' and 'SABRE PARIS'. This is further evidenced by the Respondent's recent offer to sell the domain name to the Complainant for a monetary sum of 4500 Euros, demonstrating a clear intent to exploit the Complainant's brand recognition for financial gain, which constitutes illegitimate use under the INDRP.
- v. That the Respondent has no rights and legitimate interests in the disputed domain name and thereby the burden of proof shifts to the Respondent to produce evidence demonstrating rights or legitimate interests in respect of the Domain Name, and in this regard, Complainant has placed reliance on *Eurocopter, an EADS Company v. Bruno Kerrien (Case No. INDRP Case No. 116)*, *Voltas Ltd. v. Sergi Avaliani (INDRP Case No, 1257)*, *Hitachi Ltd v. Kuldeep Kuamr (INDRP Case No. 1092)*, *Do The Hustle, LLC v. Tropic Web (WIPO Case No. D2000-0624)*; and *Payoneer, Inc. / Payoneer Europe Limited v. Korchia Thibault, Quinv S.A. (WIPO Case No. DEU2019-0013)*.

C. The disputed domain name has been registered in bad faith

- i. That the Respondent is using the Complainant's distinctive trademarks in which the Complainant has prior well-established rights in the disputed domain name and the Respondent had earlier indicated an interest in exploring a potential partnership or reseller arrangement with the Complainant, which never materialized. That the Respondent proceeded to register the Disputed Domain Name in India without any authorization from the Complainant.
- ii. That the unauthorized registration of a domain name containing a third party's trademark in the absence of any formal relationship evidences a lack of rights or legitimate interests. Reliance has been placed on *Net2Phone, Inc. v. J.N. Atala & Cia S.A. (D2000-0674)*. This also supports the finding of bad faith registration, as the Respondent registered the domain while knowing that they were not authorized to use the Complainant's name or mark.
- iii. That the Complainant contacted the Respondent to request transfer of the domain. However, the Respondent demanded payment in exchange for transferring the domain name, despite having no rights to it. Thus, the Respondent's conduct of registering the domain without rights, and subsequently demanding money clearly satisfies both elements of the INDRP: bad faith registration and bad faith use.
- iv. That the Respondent has used the domain name in bad faith by taking predatory advantage of Complainant's name and mark to redirect internet traffic to their website and gain commercial advantage.



- v. That the Respondent earlier used Complainant's written content, copyright (text and pictures), trademarks (logos and wordmarks) and marketing on the disputed domain name *sabre-paris.in* prior to the site being taken down due to copyright and trademark infringement.

6. Reliefs claimed by the Complainant (Paragraphs 10 of the .IN Policy and 3(b)(vii) of the .IN Rules)

The Complainant has requested that the domain name <**SABRE-PARIS.IN**> be transferred to them.

7. Respondent's Contentions

As already mentioned in the procedural history of the matter, despite having been duly served with a copy of the Domain Complaint as filed, and thereafter granted adequate time to respond to the same, the Respondent had not submitted any response thereto, or in fact any communication of any kind to the Arbitrator during pendency of arbitral proceedings in the matter.

8. Discussion and Findings

As mentioned in Paragraph 4 of the .IN Domain Name Dispute Resolution Policy, the Complainant is required to satisfy the below three conditions in a domain complaint:

- i. The Registrant's domain name is identical and confusingly similar to a name, trade mark or service mark in which the Complainant has rights; and
 - ii. The Registrant has no rights and legitimate interest in respect of the domain name; and
 - iii. The Registrant's domain name has been registered or is being used either in bad faith or for illegal/ unlawful purpose.
- i. The Registrant's domain name is identical or confusingly similar to a name, trade mark or service mark in which the Complainant has rights**
(Paragraph 4(a) of the .IN Domain Name Dispute Resolution Policy)
- In the present domain dispute, the Complainant has furnished information about their trade mark rights over the 'SABRE' and 'SABRE PARIS' trademarks in several countries of the world.
 - The Complainant has also submitted that the disputed domain incorporates the Complainant's trademarks 'SABRE' and 'SABRE PARIS' in its entirety and hence is identical to the Complainant's trademark.

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- The Complainant has also made submissions and provided evidence in respect of its prior adoption and use, as well as reputation in its 'SABRE' and 'SABRE PARIS' trademarks.
- The Complainant has further submitted that the mere addition of the gTLD ".in" does not prevent a finding of confusing similarity with the Complainant's 'SABRE' and 'SABRE PARIS' trademarks, and the Arbitrator accepts the submission.

Thus, in light of the trademark rights presented by the Complainant's and the documents placed on record, the Arbitrator finds that the Complainant has been successful in establishing their rights in 'SABRE' and 'SABRE PARIS' trademarks. It is well established that trademark registration is recognized as prima facie evidence of rights in a mark. The Complainant, by filing documents showing its ownership over registered 'SABRE' and 'SABRE PARIS' trademarks, has established its prior rights in the same worldwide.

Further, it has been held by prior panels deciding under the INDRP that there exists confusing similarity where the disputed name incorporates the Complainant's trade mark, such as *Kenneth Cole Productions v. Viswas Infomedia INDRP/093*, *Indian Hotel Companies Limited v. Mr. Sanjay Jha, INDRP/148 <Gingerhotels.co.in>*, *Carrier Corporation, USA v. Prakash K.R. INDRP/238 <Carrier.net.in>*, *M/s Merck KGaA v. Zeng Wei INDRP/323 <Merckchemicals.in>*, *Colgate-Palmolive Company & Anr. v. Zhaxia INDRP/887 <Colgate.in>* and *The Singer Company Limited v. Novation In Limited INDRP/905 <singer.co.in>*. More recently, as held by the INDRP Panel in the matter of *Tata Communications Limited v. Chandan [INDRP/1880]* on August 29, 2024 – “It is well established that the full incorporation of a complainant's trademark in a disputed domain name is sufficient for a finding of identical or confusing similarity”.

Further, it has been held by prior panels under the INDRP that mere addition of the gTLD ".in" is not sufficient to escape the finding that the disputed domain name is confusingly similar to Complainant's trademark and does not change the overall impression of the designation as being connected to the trademarks of the Complainant.

Accordingly, it may be stated that the disputed domain name <**SABRE-PARIS.IN**> is confusingly similar to the Complainant's 'SABRE' and 'SABRE PARIS' trademarks, and incorporates the same in entirety.

In view of the aforesaid, the Arbitrator accepts that the Complainant's rights in its trademarks, under Paragraph 4(a) of the INDRP has been established.

ii. **The Registrant has no rights and legitimate interest in respect of the domain name (Paragraph 4(b) and Paragraph 6 of the .IN Domain Name Dispute Resolution Policy)**

As per paragraph 6 of the Policy, a Registrant may show legitimate rights and interests in a domain name, by demonstrating any of the following circumstances:

- (a) before any notice to the Registrant of the dispute, the Registrant's use of, or demonstrable preparations to use the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services;*
- (b) the Registrant (as an individual, business, or other organization) has been commonly known by the domain name, even if the Registrant has acquired no Trademark or Service Mark rights; or*
- (c) the Registrant is making a legitimate non-commercial or fair use of the domain name, without the intention of commercial gain by misleadingly or diverting consumers or to tarnish the Trademark or Service Mark at issue.*

In this regard, in the absence of any rebuttal from the Respondent, and in light of the below assertions of the Complainant, the Arbitrator accepts the Complainant's assertion, that the Respondent has no rights or legitimate interests in the disputed domain name in accordance with Paragraph 4(b) of the INDRP.

- The Complainant has not authorized, licensed or otherwise allowed the Respondent to make any use of its 'SABRE' and 'SABRE PARIS' trademarks, in a domain name or otherwise.
- That the disputed domain name incorporates the Complainant's trademarks 'SABRE' and 'SABRE PARIS', which clearly evidences that the Respondent is attempting to mislead consumers into believing that it is affiliated with or authorized by the Complainant.
- The Respondent is not commonly known by the disputed domain name and does not hold any trademark registrations related to 'SABRE' and 'SABRE PARIS'.
- That the Respondent offer to sell the disputed domain name to the Complainant for a monetary sum of 4500 Euros, demonstrating a clear intent to exploit the Complainant's brand recognition for financial gain.
- The Respondent is not using the disputed domain name in connection with a bona fide offering of goods or services.
- The Respondent's past use of the disputed domain name, which incorporated discounted versions of the Complainant's goods as well as Complainant's proprietary content including copyrighted text and images, trademarked logos and wordmarks, and marketing materials which were similar/identical to Complainant's content on their official website, misleading users into thinking that disputed domain has direct association with the Complainant.
- The disputed domain name is currently non-operational.



As such, Respondent, by choosing not to respond to the Complaint, has failed to satisfy the conditions enshrined in paragraph 6 of the INDR Policy. As held by numerous prior panels, including recently in Case No. INDRP/1891 for <stanleyco.in>, “the Complainant has to make out a prima facie case that the respondent lacks rights or legitimate interests, whereafter, the burden of proof on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name. If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element.”

In the present domain dispute, the Respondent has not joined the arbitral proceedings, despite being duly served with the domain complaint, and consequently, not come forward with any assertion or evidence to show any bonafides.

Thus, as mentioned above, in view of the lack of assertions on part of the Respondent, coupled with the other contentions put forth by the Complainant, the Arbitrator accepts the Complainant’s assertion, that the Respondent has no rights or legitimate interests in the disputed domain name in accordance with Paragraph 4(b) of the INDRP.

**iii. The Registrant’s domain name has been registered or is being used in bad faith
(Paragraph 4(c) of the .IN Domain Name Dispute Resolution Policy)**

In this regard, Complainant has *inter alia* contended the below points regarding Respondent’s bad faith:

- The Respondent has no prior right and no authorization to use ‘SABRE’ and ‘SABRE PARIS’ trademarks.
- The Respondent’s awareness that ‘SABRE’ and ‘SABRE PARIS’ trademarks is popular and famous worldwide. As the Complainant has been using ‘SABRE’ and ‘SABRE PARIS’ trademarks extensively and continuously since the year 1993. Thereby, the Respondent had constructive notice of the Complainant and its rights in ‘SABRE’ and ‘SABRE PARIS’ trademarks.
- The use of the disputed domain name by the Respondent is solely with mala fide intentions in order to deceive people browsing on the Internet into believing that the disputed domain name is associated with the Complainant.
- The Respondent demanded money from the complainant in exchange for transferring the disputed domain name clearly satisfies both elements of the INDRP: bad faith registration and bad faith use.

In this regard, it is pertinent to reiterate that the Respondent has not submitted any reply or rebuttal to the Complainant’s contentions, or any evidence in support of its bona fide registration or use of the disputed domain name.

In view of the submissions of the Complainant, specifically regarding the relevance of paragraph 7(c) of the .IN Policy in the present domain dispute, the Arbitrator finds that

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the Respondent's registration and use of the disputed domain name prima facie appears to constitute conduct as mentioned in paragraph 7(c) of the Policy, namely "*(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*".

In view of the aforesaid, the Arbitrator concludes that the Complainant has satisfactorily proved the requirements of Paragraph 4(c) and Paragraph 7 of the INDRP.

9. Decision

Based upon the facts and circumstances, the Arbitrator allows the prayer of the Complainant and directs the .IN Registry to transfer the domain <SABRE-PARIS.IN> to the Complainant.

The Award is accordingly passed and the parties are directed to bear their own costs.



Lucy Rana, Sole Arbitrator

Date: January 02, 2026.

Place: New Delhi, India.