



# Government of National Capital Territory of Delhi

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**BEFORE THE .IN REGISTRY OF INDIA  
INDRP CASE NO. 1632**

**IN THE MATTER OF AN ARBITRATION UNDER THE .IN DOMAIN NAME  
DISPUTE RESOLUTION POLICY; THE INDRP RULES OF PROCEDURE  
AND THE ARBITRATION AND CONCILIATION ACT, 1996**

## FINAL AWARD

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**BEFORE THE .IN REGISTRY OF INDIA  
INDRP CASE NO. 1632  
IN THE MATTER OF AN ARBITRATION UNDER THE .IN DOMAIN  
NAME DISPUTE RESOLUTION POLICY  
THE INDRP RULES OF PROCEDURE  
AND THE ARBITRATION AND CONCILIATION ACT, 1996**

**IN THE MATTER OF**

**DoorDash, Inc.**

303 2nd Street, South Tower,  
Suite 800, San Francisco, California 94107, USA

**...Complainant**

Versus

**Jeet Swer**

**RMZ Latitude**

Bengaluru-560045  
Karnataka, India

**...Respondent**

AND

**IN THE MATTER OF**

**A DISPUTE RELATING TO THE DOMAIN NAME doordashindia.co.in**

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**FINAL AWARD**

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Dated: 20<sup>th</sup> December 2022  
Venue: New Delhi, India

  
**ROBIN RATNAKAR DAVID  
SOLE ARBITRATOR**

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## **I. PARTIES TO THE ARBITRATION**

### **1. The Complainant**

The Complainant DoorDash, Inc having its registered business at 303 2nd Street, South Tower, Suite 800, San Francisco, California 94107, USA. The Complainant is represented by Mr. Daksh Kumar of Kochhar & Co, Suite #1120-21, 11<sup>th</sup> Floor, Tower – A, DLF Towers, Jasola District Center, Jasola, New Delhi – 11025, India.

### **2. The Respondent**

The Respondent is Jeet Swar at Rmz Latitude, Bengaluru-560045 Karnataka, India

## **II. APPLICABLE LAW AND JURISDICTION**

### **The .IN Domain Name Dispute Resolution Policy**

1. The present arbitration proceeding is under and in accordance with the .IN Domain Name Dispute Resolution Policy (the Policy) which was adopted by the National Internet Exchange of India (NIXI) and sets out the legal framework for resolution of disputes between a domain name registrant and a Complainant arising out of the registration and use of an .IN Domain Name. By registering the domain name Doodarshindia.co.in with the NIXI accredited Registrar, the Respondent has agreed to the resolution of disputes



under the .IN Dispute Resolution Policy and Rules framed thereunder. The Policy and the .IN Domain Name Dispute Resolution Rules of Procedure posted on 2020 (the Rules) were approved by NIXI in accordance with the Arbitration and Conciliation Act, 1996.

### **Filing of the Complaint and Constitution of the Arbitral Tribunal**

2. The Complainant filed the Complaint under the .IN Domain Name Dispute Resolution Policy against the Respondent, seeking transfer of the Domain Name **doordashindia.co.in** to the Complainant. On 10<sup>th</sup> November 2022, the .IN Registry sought the consent of Mr. Robin Ratnakar David (the undersigned), who is a listed .IN Dispute Resolution Arbitrator under 5(a) of the Rules, to act as Arbitrator in the said matter. On 10<sup>th</sup> November 2022, Mr. David gave his consent along with the signed Statement of Acceptance and Declaration of Impartiality and Independence to act in the matter as Arbitrator in compliance with the Arbitration and Conciliation Act, 1996.
3. On 10<sup>th</sup> November 2022, the Arbitral Tribunal comprising of the said Mr. Robin Ratnakar David, Sole Arbitrator was constituted under 5(a) of the Rules in respect of the Complaint filed by DoorDash Inc. against Rmz Latitude Jeet Swer, the Respondent.
4. On 11<sup>th</sup> November 2022, the Arbitral Tribunal issued the Notice of Arbitration under 5(c) of the Rules.



5. The Arbitral Tribunal has been constituted properly and in accordance with the Arbitration and Conciliation Act, 1996, the INDRP Policy and the Rules as amended from time to time. No party has objected to the constitution and jurisdiction of the Arbitral Tribunal and to the arbitrability of the dispute.

### **III. THE DOMAIN NAME, REGISTRAR & REGISTRANT**

- Domain ID: DC2E709A203AA491B8EA662BCC5E749A3-IN
- Creation Date: 2022-04-28T08:34:57Z
- Expiration Date: 2023-04-28T08:34:57Z
- Registrar Name: GoDaddy.com, LLC
- Registrant Name: Jeet Swer
- Registrant Address: Rmz latitude
- Registrant Phone: (+91)7423937904
- Registrant Email: prasanjeetswer@gmail.com
- Registrant ID: Registry Admin ID- CR551299121  
Registry Tech ID- CR551299120

### **IV. PROCEDURAL HISTORY**

1. On 11<sup>th</sup> November 2022, the Arbitral Tribunal issued the Notice of Arbitration to the Respondent by email with the Complaint and Annexures enclosed. The Respondent was given an opportunity to file a Response in writing in opposition to the Complaint, if any, along with evidence in support of its stand or contention on or



before 28<sup>th</sup> November 2022. The Complaint (including annexures) was sent to the email address of the Respondent shown in the WHOIS details, accordingly, the service on the Respondent was done in accordance with Rule 2(a) of the Rules.

2. The Respondent having been served the notice filed a Response on 16<sup>th</sup> November 2022.
3. On 29<sup>th</sup> November 2022 the Complainant was granted an opportunity to file a Rejoinder or on before 6<sup>th</sup> December 2022.
4. Thereafter on 5<sup>th</sup> December 2022 the Respondent agreed to transfer the domain name to the Complainant.
5. On 6<sup>th</sup> December 2022, the Complainant filed a Rejoinder to the Response of the Respondent dated 16<sup>th</sup> November 2022.
6. All emails from the Arbitral Tribunal were copied to the Complainant and Respondent as well as NIXI.

## **V. PARTIES' CONTENTIONS**

### **COMPLAINANT**

1. The Complainant, DoorDash Inc is the owner of the trademark, DOORDASH and others such as Stylized D, Stylized D with DOORDASH, DASHPASS, DASHER, DASHMART, DOORDASH DRIVE, and DOORDASH FOR WORK

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(collectively referenced as the “DoorDash Marks”) and used in extensive use, advertising and promotion of its trademarks, the DoorDash Marks signify their quality and reputation.

2. The Complainant claims that the Disputed Domain Name <doordashindia.co.in> is identical or confusingly similar to Complainant’s registered and distinctive trademark as the disputed domain name was adopted long after the DoorDash Marks became well known and reputed among users. Further, even if users eventually realise, they are not on one of the Complainant’s websites, the appearance of the DoorDash Mark in the Disputed Domain Name will lead them to believe that the Complainant has endorsed, sponsored, or affiliated itself with the domain name and any services offered at the resolving website, which is not the case. Furthermore, with the addition of the geographic term “India” is not sufficient to escape the finding that the domain is identical to its registered trademark. Furthermore, relying with the case of *Groupe Lactalis v/ Paul Goodrich*, the disputed domain name incorporating the trademark “LACTALIS” in its entirety and adequate to prove disputed domain name being either identical or confusingly similar to the mark. Also on relying with the case of *Housing Development Finance Corporation Ltd. (“HDFC”) v/ Somasundaram Ramkumar, Ramkumar Corporation* whereby the Panel concurred with the matter concerning the commercial value and significance of the Complainant’s trademark/name HDFC and incorporation thereof in the disputed domain name by doing so has





taken commercial advantage of the trade mark by riding over the goodwill and reputation of the “HDFC”.

3. The Complainant claims to operate and promote its business and operations through its main website doordash.com and multiple social media platforms such as Facebook, Twitter, Instagram, Pinterest and YouTube and that they also accessible freely from jurisdictions worldwide including but not limited to India, which results in usage, promotion and establishing global reputation and goodwill of the Complainant and by this the Complainant claims that reputation and goodwill in turn, has disseminated and spilt over into India as well.
4. The Complainant claims to have widespread media attention and coverage by well-known media outlets in various articles, blogs and accolades by industry leaders.
5. The Complainant avers that the Respondent's actions are not a bona fide offering of goods and services. the domain name <doordashindia.co.in> resolves to a page that impersonates the Complainant in a way to give the visitors an unmistakable perception that they are in fact, either approved by or related to the Complainant and by using the Complainant's identical trademark. and that the Complainant is now providing franchisee opportunities in India. The website was a near-exact replica of the Complainant's own website at www.doordash.com. Respondent's website featured a virtually identical look-and- feel to Complainant's website, including a near-identical "D" logo and



identical use and placement of phrases like "Become a Dasher," "Become a Partner," and "Try the App." This is clearly not the case and the Respondent is trying to piggy-back on the hard-earned goodwill and reputation of the Complainant, to make illicit gains. The Complainant states that the disputed domain name is identical to its trademarks registered in various classes.

6. The Complainant avers that the content of Respondent's website uses the Disputed Domain Name to confuse, mislead and divert consumers, or to tarnish the well-known DoorDash Mark and that the Complainant's trademark 'DOORDASH' was registered in India much prior to registration of disputed domain name and international use and registration dating to 2013. This shows that the Respondent is not making a legitimate non-commercial or fair use of the domain name.
7. The Complainant states that the Respondent has no rights or legitimate interests in respect of the domain name and is not related in any way with the Complainant. The Complainant does not carry out any activity for, nor has any business with the Respondent. Neither license nor authorization granted to Respondent to make use of the trademark, or apply for the registration of the disputed domain name by the Complainant. Relying with the Housing Development Finance Corporation Ltd. Case(supra) whereby the Complainant is required to make out a prima facie case that the Respondent lacks rights or legitimate interests. Once such prima facie case is made, the Respondent carries the burden of demonstrating rights or legitimate interests in the domain name. If



the Respondent fails to do so, the Complainant is deemed to have satisfied Paragraph 4 (b) of the INDRP Policy.

8. The Complainant states that the disputed domain name<doordashindia.co.in> redirects to a page with links for franchising opportunities. Complainant claims that Past Panels found it is not bona fide offering of goods and services or legitimate non-commercial or fair use while furthermore relying with the case of Mayflower Transit LLC v/ Domains by Proxy Inc/Yariv Moshe whereby the Respondent's use of domain name being confusingly similar to Complainant's trademark for purpose of offering sponsored links which does not of itself qualify as a bona fide use. Thereby the Complainants finds the Respondent registered domain name was for the sole purpose of creating confusion and misleading the general public and consumers both existing and potential and that the Respondent is not making a legitimate, fair or bona fide use of the domain name.
9. The Complainant states that a Google search for the term "DOORDASH" displays several results all of them being related to the Complainant and its business activities. This is to suggest that the Complainant has been known under the corporate name and trading style wherein DOORDASH is the primary component since its inception and also being a famous name in the food delivery and logistics services business.





10. The Complainant states that given the distinctiveness of the Complainant's trademarks and their reputation and being famous trademark in several jurisdictions worldwide, it being reasonable to infer that the Respondent has registered the domain name with full knowledge of the Complainant's trademarks and undoubtedly aware when it attempted registration of the contested domain name. Relying with the case of Housing Development Finance Corporation Ltd.(supra) whereby the Panel held that being fully aware of the commercial value and significance of the Complainant's trademark/name HDFC and incorporation thereof in the disputed domain name, the Respondent registered the disputed domain name to take commercial advantage of the trade mark by riding over goodwill and reputation of "HDFC". Thereby if not for the Complainant's famous trademarks and successful business model the domain name would most likely not be registered by the Respondent and that it was attempted by the Respondent to attract internet users for illicit commercial gains to his own website and perpetrate frauds thanks to the Complainant's trade marks for its own commercial gain, which is evidence of bad faith.

11. The Complainant placed further reliance on the case of StudioCanal v/ Registration Private, Domains By Proxy, LLC/ Sudjam Admin, Sudjam LLC on Commercial gain from misled internet users and which is gained by the Respondent, thereby Respondent controls and cannot disclaim responsibility for, the content appearing on the website and also the disputed domain name was presumed to be used with the intent to attract Internet



users for commercial gain, by creating a likelihood of confusion with the Complainant's trademark as to the source, affiliation, or endorsement of the Respondent's website to which the disputed domain name resolves. Therefore the Panel in the case found the registered disputed domain name was being used in bad faith.

12. The Complainant states that the Respondent has registered the disputed domain name and is using it in absolute bad faith. The Complainant requests the transfer of the disputed domain name.

#### **THE RESPONDENT**

1. On 16<sup>th</sup> November 2022 the Respondent filed a Response to the complaint as under-

*"Dear All,*

*We have gone through the mail thoroughly and we understand there has been an error from our designing team while creating the website and we would like to bring into your notice that we have no intention of copying the company DOORDASH. Having said that, our concept of business is totally different. Moreover, our website is not prepared yet and our team is still working on it. We have invested huge amounts of funds and energy into this business and our business is legally registered in the GST portal.*

*We would also like to get an update from Godaddy as on which bases our domain and webmail access have been denied. As this is totally official and our office email ID ( admin@doordashindia.co.in) access has been revoked.*



*Also, If the conflict is due to the logo similarity and website similarity, then we can assure that we can change it on all platforms within 10 working days and this can be resolved.*

*We would like to inform you that handing over the domain won't be possible for us, as our team has put in a lot of effort and time which has also cost us a lot. Hence, looking forward to a resolution where both the parties are unaffected.*

*Waiting for your positive Response.*

*Warm Regards,*

*Prasanjeet Swer*

*+91 74239 37904”*

2. Thereafter on 5<sup>th</sup> December 2022 the Respondent stated that it is ready to handover the domain the Complainant. The said mail of the Respondent dated 5<sup>th</sup> December 2022 is reproduced below-

*“We are ready to handover the domain to the complainant.*

*Thank you for your mail.*

*We authorised godaddy to handover the domain to the complainant doordash inc.”*

## **VI. DISPOSITIONS**

**In view of the above, the Arbitral Tribunal directs that the disputed domain name doordashindia.co.in be transferred to the Complainant, DoorDash, Inc. 303 2nd Street, South Tower, Suite 800, San Francisco, California 94107, USA**

Place of Arbitration: New Delhi, India

Date: 20<sup>th</sup> December 2022



**Robin Ratnakar David  
Sole Arbitrator  
The Arbitral Tribunal**