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SOLE ARBITRATOR

.IN REGISTRY- INTERNET EXCHANGE OF INDIA

INDRP CASE NUMBER: 2165

DISPUTED DOMAIN NAME: <canarahsbclifeinsurances.in>

N V SAISUNDER ADVOCATE Chennai

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FH 0017668756

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IN THE MATTER OF ARBITRATION BETWEEN:

Canara HSBC Life Insurance Company Limited
8th Floor, Unit No. 808 – 814,
Ambadeep Building, Plot No.14,
Kasturba Gandhi Marg,
New Delhi – 110001, India

…………. **Complainant**

Versus

Pankaj Sharma,
H. No. 72, Seelampur,
Delhi – 110053, India

………… **Respondent**

ARBITRATION AWARD
DATED: 25/09/2026

1. PARTIES:

The Complainant in this proceeding is Canara HSBC Life Insurance Company Limited, an entity incorporated under the Companies Act, 1956, having its registered office at 8th Floor, Unit No. 808 – 814, Ambadeep Building, Plot No. 14, Kasturba Gandhi Marg, New Delhi – 110001, India. The Complainant is represented by Fidus Law Chambers LLP, having office at F-12, Sector 8, Noida - 201301.

The Respondent in this proceeding is Mr. Pankaj Sharma, H. No. 72, Seelampur, Delhi - 110053, India, as per the WHOIS details disclosed by NIXI.

2. DOMAIN NAME AND REGISTRAR:

The disputed domain name <canarahsbclifeinsurances.in> is registered with Hostinger Operations, UAB.

3. PROCEDURAL HISTORY:

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Chennai
ADVOCATE
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The Statement of Acceptance and Declaration of Impartiality was submitted by me on 22nd August 2026, as required by NIXI. In accordance with Rules 3 and 5(b), NIXI appointed me as the sole arbitrator for deciding on the complaint filed in respect of the disputed domain name on 22nd August 2026 to arbitrate the dispute between the Parties in accordance with the Arbitration and Conciliation Act 1996 and accordingly notified the Parties of the same on the same date. Thereafter, the Complainant was directed on 25th August 2026 to serve the hard and soft copy of the complaint on the Respondent and furnish proof of such despatch as required under the INDRP. The Complainant complied with the directions and sent the proof of service of both hard copy and soft copy to the Respondent on 25th August 2026. In accordance with Rule 5(c), the notice to the Respondent was issued on 28th August 2026 by the Arbitrator and the Respondent was called upon to submit their response, if any within 10 (ten) days from the date of issue of the notice. The Arbitrator did not receive any formal response from the Respondent till date. Therefore, the complaint is decided based on the submissions, materials and evidence placed before the Arbitrator.

4. FACTUAL BACKGROUND:

The Complainant, Canara HSBC Life Insurance Company Limited, originally incorporated in the year 2007, was constituted as a joint venture between Canara Bank, Oriental Bank of Commerce, and HSBC Insurance (Asia Pacific) Holdings Limited and has, since the grant of its IRDAI license in 2008, operated as one of India's established life insurance service providers. In June 2022, the Complainant underwent a rebranding exercise and was renamed Canara HSBC Life Insurance Company Limited. The Complainant's stock market debut on 17 October 2025 marked a significant milestone, with its Initial Public Offering running from 10 to 14 October 2025 and an issue size of ₹2,517.50 crore, cementing its position among the group of only six listed life insurers in India.

Since commencing operations in 2008, the Complainant claims to have offered a range of life insurance products across the individual and group segments, including online plans, retirement plans, credit life and unit-linked products, distributed through bank partnerships and digital sales channels, including through the Complainant's official website at www.canarahsbclife.com.

The Complainant has also been conferred with numerous awards and recognitions for its excellence and innovation in the insurance industry, including, amongst others, India's Best Workplace in Life Insurance and Product Innovation Company of the Year (2026).

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India's Best Workplace for Women and Most Innovative Life Insurance Company (2025), Life Insurance Company of the Year and The Economic Times Best Brands (2024), and Champions of Customer Centricity (2023).

The Complainant registered the domain name <canarahsbclife.com> in January 2008 and has been continuously providing its goods and services under the trademark CANARA HSBC LIFE INSURANCE since its adoption. In addition, the Complainant claims to be the owner of a large number of domains containing variations of its trademark, including canara-hsbc-insurance.com, canara-hsbc-life.com, canara-hsbc.com, canarahsbclife.in, canarahsbclifeinsurance.com, canarahsbclifeinsurance.info and canarahsbclifeinsurances.com, amongst others.

Further, the Complainant claims to enjoy extensive common law rights in its mark CANARA HSBC LIFE INSURANCE, which forms part of its trade name, corporate name and trading style. The trademark CANARA HSBC LIFE INSURANCE is derived from the house marks of Canara Bank and HSBC Bank, the parties to the joint venture, and the Complainant has the license to use these house marks as part of its trademark and brand identity. Additionally, the Complainant has filed trademark applications for CANARA HSBC LIFE INSURANCE formative marks, including "Canara HSBC Life Insurance IncomeNow" (Application No. 7373971), "Canara HSBC Life Insurance Promise2Secure" (Application No. 7682026), and "Canara HSBC Life Insurance Global Wealth" (Application No. 7789707), all in Classes 35 and 36.

The disputed domain name <canarahsbclifeinsurances.in> was registered on 01 August 2025 and is currently parked, hosting no active website. Shortly after registration, the Respondent used the disputed domain name for financial fraud and phishing activities, impersonating the Complainant's officials and sending fraudulent emails from the address customerservice@canarahsbclifeinsurances.in to the Complainant's customers, soliciting payments under the guise of policy cancellation and pre-maturity settlement requests. On 07 August 2025, the Complainant filed a complaint against the Respondent with the Cyber Crime Cell in respect of the said fraudulent and phishing activities.

From the WHOIS details disclosed by the Registrar, the Respondent appears to be an individual named Pankaj Sharma, based in Delhi, India.

5. PARTIES CONTENTIONS:

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A. Complainant:

The Complainant has contended that all three elements of the INDRP is applicable to the present case.

The Complainant contends that the disputed domain name <canarahsbclifeinsurances.in> is identical to the Complainant's trademark CANARA HSBC LIFE INSURANCE, in which the Complainant has established rights through priority of adoption and use since 2008 as well as through its filed trademark applications. The Complainant submits that the disputed domain name entirely subsumes the Complainant's trademark, and that the mere addition of the alphabet 's' does not distinguish the disputed domain name from the Complainant's trademark. The Complainant has relied on Laterooms Limited v. Lin Yanxiao (INDRP Case No. 818), ITC Limited v. Travel India (INDRP Case No. 065), Allied DOMECQ 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) in support of its contention that a domain name which wholly incorporates a complainant's registered trademark is sufficient to establish identity or confusing similarity under the Policy.

The Complainant further submits that the Respondent is not commonly known by the disputed domain name, has not acquired any trademark or service mark rights therein, and is not affiliated with or authorised by the Complainant to register or use the disputed domain name. The Complainant contends that the disputed domain name has merely been parked, with no demonstrable preparation to use it in connection with any bona fide offering of goods or services, and that, given the highly regulated nature of the insurance business in India, no plausible scenario of bona fide use by the Respondent exists. In addition, the Complainant submits that domain names of this composition, in the context of the insurance and financial services industry, are frequently used for phishing attacks, customer impersonation and financial scams, and that the very composition of the disputed domain name demonstrates an intention to exploit the Complainant's reputation and deceive internet users.

The Complainant submits that the disputed domain name has been registered and is being used in bad faith. The Complainant's trademark CANARA HSBC LIFE INSURANCE is widely recognised across India owing to its extensive use since 2008, and the Respondent is bound to have had knowledge of the Complainant's trademark

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at the time of registration. The Complainant further submits that the registration of the disputed domain name under the India-specific ccTLD ".in" shows that the Respondent sought to target the Indian audience, where the Complainant's trademark is extensively used and where the Complainant is registered with the IRDAI. The Complainant contends that the Respondent, being a subsequent adopter, registered and used the disputed domain name with the sole intent of running online financial fraud and phishing activities, as evidenced by fraudulent emails sent to the Complainant's customers from the address customerservice@canarahsbclifeinsurances.in, which is deceptively similar to the Complainant's official customer service email ID customerservice@canarahsbclife.in. The Complainant also submits that the Respondent's phishing emails falsely reproduced the Complainant's copyright notice and incorporated incorrect IRDAI registration and CIN details belonging to a different insurer, Max Life Insurance Company Limited, to lend false authenticity to the fraudulent communications. Hence, the Complainant submits that the disputed domain name has been registered and used in bad faith.

B. Respondent:

The Respondent did not file any response to the submissions of the Complainant.

6. DISCUSSION AND FINDINGS:

Under the INDRP, the following three elements are required to be established by the complainant in order to obtain the remedy of transfer of the disputed domain name to the complainant:

(i) The disputed domain name is identical or confusingly similar to a name, trademark or service mark in which the Complainant has rights; and,

(ii) The Respondent lacks rights or legitimate interests in respect of the disputed domain name; and

(iii) The disputed domain name has been registered or is being used in bad faith.

A. Identical or confusingly similar:

The Disputed Domain Name incorporates the Complainant's CANARA HSBC LIFE INSURANCE mark in its entirety, save for the addition of the alphabet 's' at the end of the word "insurance" apparently in a deceptive manner. It is a well-accepted

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principle that the first element functions primarily as a standing requirement, and the threshold test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the Disputed Domain Name. The Complainant has placed on record evidence establishing its common law rights in the trademark CANARA HSBC LIFE INSURANCE by virtue of continuous use since 2008, along with evidence of its filed trademark applications for formative marks incorporating CANARA HSBC LIFE INSURANCE. It is a settled principle that proprietary rights in a trademark are acquired not merely on account of registration but on account of priority of adoption and use, as observed in Laterooms Limited v. Lin Yanxiao (INDRP Case No. 818). The Disputed Domain Name wholly incorporates the Complainant's trademark, and the mere addition of the alphabet 's' does no more than create a minor typographical variation which does nothing to distinguish the Disputed Domain Name from the Complainant's trademark. This Panel further notes that a domain name which wholly incorporates a complainant's registered or common law trademark has consistently been held sufficient to establish identity or confusing similarity, as in ITC Limited v. Travel India (INDRP Case No. 065), Allied DOMECQ 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). It is also a settled principle that the ccTLD ".in" need not be taken into consideration when comparing the disputed domain name with the Complainant's mark under the first element.

The Disputed Domain Name is accordingly found to be identical or confusingly similar to the Complainant's mark. The Complainant has successfully fulfilled the first element under paragraph 4(a) of the Policy, that the Disputed Domain Name is identical or confusingly similar to a mark in which the Complainant has rights.

B. **Rights or Legitimate interest**

Paragraph 6 of the Policy provides a list of circumstances in which the registrant of a domain name may demonstrate rights or legitimate interests in a disputed domain name. While the overall burden of proof in the proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the often impossible task of "proving a negative", requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this

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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.

The Panel finds the following from the records before it:

a. the Respondent has not been commonly known by the Disputed Domain Name.
b. the Respondent is not making a legitimate non-commercial or fair use of the Disputed Domain Name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark at issue.
c. the record contains no other factors demonstrating rights or legitimate interests of the Respondent in the Disputed Domain Name.

Having reviewed the record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the Disputed Domain Name. The Respondent has not rebutted the Complainant's prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the Domain Name.

The record before the Panel establishes that the Respondent has, in fact, used the disputed domain name to send fraudulent phishing emails impersonating the Complainant's officials, which is a wholly illegitimate use and cannot, by any measure, amount to a bona fide offering of goods or services. In the light of the facts and circumstances discussed, it is accordingly found that the Complainant has made out a prima facie case that the Respondent lacks rights and legitimate interests in the disputed domain name, which the Respondent has failed to rebut. The second element under paragraph 4(b) of the Policy has been met by the Complainant.

C. <u>Registered and/or used in bad faith:</u>

The Panel notes that, for the purposes of paragraph 4(c) of the Policy, paragraph 7 of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

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The Complainant's trademark CANARA HSBC LIFE INSURANCE has acquired substantial recognition through the Complainant's continuous use since 2008 and its extensive publicity and marketing efforts, including its recent listing on the Indian stock exchanges. The Panel agrees with the Complainant's submissions that the Respondent, being based in India, is bound to have had knowledge, whether actual or constructive, of the Complainant's trademark at the time of registering the disputed domain name, more so since the disputed domain name was registered under the India-specific ccTLD ".in", indicating an intention to target the Indian audience where the Complainant's trademark is well established and where the Complainant is registered with the IRDAI.

The record further establishes that the Respondent has actually used the disputed domain name to send fraudulent emails from the address customerservice@canarahsbclifeinsurances.in, impersonating the Complainant's officials and soliciting payments from the Complainant's customers under the guise of policy cancellation and pre-maturity settlement requests. The said emails are noted to have falsely reproduced the Complainant's copyright notice and to have carried incorrect IRDAI registration and CIN details belonging to a different insurer, evidently to lend false authenticity to the fraudulent communications. Such conduct is a clear and unambiguous indicator of bad faith registration and use, and the Panel notes that the Complainant has also placed on record a complaint filed with the Cyber Crime Cell in respect of the said fraudulent and phishing activities.

This Panel agrees with the Complainant's contention that since the Complainant's line of business, which is providing financial services, is a strictly regulated space, if the disputed domain name becomes functional and operative, it could deceive the general public to believe that the disputed domain name belongs to the Complainant and that this would, in turn, mislead consumers, divert them to the disputed domain name that does not belong to the Complainant, thereby leading to severe customer grievances and financial losses and this would also consequently tarnish the Complainant's reputation and goodwill garnered in the market. This indeed is a valid concern of the Complainant that cannot be brushed aside, more so owing to the fact that in the recent times there has been an increasing trend of online financial scams and frauds where innocent internet users are being duped of their monies, which needs to be nipped in the bud by discouraging blatant cases of cybersquatting being indulged in by third parties as is the case in the instant dispute.

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Accordingly, in Panel's view the bad faith is evidently established and hence its very use by the Respondent with no connection to the trademarks suggests opportunistic bad faith.

7. **DECISION:**

In view of the above findings, it is ordered that:

a. The Disputed Domain Name <canarahsbclifeinsurances.in> be transferred to the Complainant.

b. The Respondent pay the Complainant a sum of INR 1,50,000/- (Indian Rupees One Lakh and Fifty Thousand only) towards costs of these proceedings.

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(SAISUNDER NV)
Arbitrator
Date: 25th September 2026