

IN THE MATTER OF ARBITRATION BETWEEN:

**HAMLEYS OF LONDON LIMITED
4 FLOOR SUITE A, GREENCOAT HOUSE,
FRANCIS STREET, LONDON,
ENGLAND SW1P1DH
E-MAIL ID: rbl@fiduslawchambers.com**

...COMPLAINANT

VERSUS

**JASSY CLASS
112 BANDRA,
MUMBAI, MAHARASHTRA, 400006
INDIA
E-MAIL ID: classjassy4@gmail.com**

...RESPONDENT

AWARD SIGNED AND PRONOUNCED ON 13.05.2026

DISPUTED DOMAIN NAME: HAMLEYSINDIA.IN



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**THE ARBITRAL TRIBUNAL COMPRISING OF SR. ADVOCATE,
SUPREME COURT OF INDIA, DR. PANKAJ GARG**

SOLE ARBITRATOR

**In the matter: Complaint No. INDRP Case No. 2108 registered on
01.01.2026, titled as 'Hamleys of London Limited vs Jassy Class' —
Domain Dispute name—hamleysindia.in**

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**HAMLEYS OF LONDON LIMITED
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INDIA
E-MAIL ID: classjassy4@gmail.com**

...RESPONDENT

A. CONSTITUTION OF THE ARBITRAL TRIBUNAL

The constitution of the present Arbitral Tribunal was initiated by the National Internet Exchange of India (hereinafter referred to as "NIXI") on 12.03.2026 by way of a reference addressed to Dr. Pankaj Garg, for the adjudication of the disputes and differences between Hamleys of London Limited and Jassy Class with regard to the Domain Name 'hamleysindia.in', in terms of .IN Domain Name Dispute Resolution Policy (hereinafter referred to as "INDRP Policy") and INDRP Rules of Procedure (hereinafter referred to as "INDRP Rules"). In response to the E-mail dated 12.03.2026, the consent to arbitrate the issue was given by Dr. Pankaj Garg to the NIXI on 12.03.2026 along with a statement of



the impartiality. On **14.03.2026**, a notice was issued to the parties through email with the direction to the Complainant to supply within three days the hard copy of the Complaint to the Respondent and the Respondent was also directed to file the objections/reply on the Complaint latest by **21.03.2026**. Thus, this Arbitral Tribunal was constituted on **14.03.2026** when the notices were issued to the parties.

In terms of Rule 5(d) of INDRP Rules, the date of commencement of the arbitration proceedings is the date on which the Arbitrator issued notice to the Respondent. Therefore, the present arbitration proceedings commenced on **14.03.2026** when the notice was issued by the Tribunal. In terms of Rule 5(e) of the INDRP Rules, an Award is mandatorily to be passed within **60 days** from the date of commencement of the arbitration proceedings and in exceptional circumstances, this period of **60 days** may be further extended by a maximum period of **30 days** by the Arbitrator subject to a reasonable justification in writing.

The Award in the present arbitration proceedings in terms of Rule 5(e) of INDRP Rules has to be passed and pronounced necessarily up to **14.05.2026** and thereafter in terms of Rule 5(f) has to be communicated to the parties as well as to NIXI.

B. JURISDICTION OF THE ARBITRAL TRIBUNAL

This Tribunal has been constituted under the INDR Policy and INDRP Rules exercises the jurisdiction to adjudicate the domain dispute covered under Clause 4 of INDR Policy.

The Tribunal constituted under the INDR Policy and Rules exercises the general powers under Rule 13 of INDRP Rules. Under this Rule, the arbitration proceedings have to be conducted in accordance with the Arbitration and Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2019 read with the Arbitration and Conciliation Rules,



Dispute Resolution Policy and its bylaws and guidelines, as amended from time to time. Therefore, the present arbitration proceedings are not only being governed by the INDR Policy and Rules but are also being governed by the provisions of the Arbitration and Conciliation Act, 1996.

C. DESCRIPTION OF THE PARTIES

The Complainant was incorporated under the laws of the United Kingdom in 1988, having its registered office at the address mentioned above. It is a highly reputed and well established company engaged in the retail of goods such as toys, apparel, footwear, stationery items, chocolates and candies and has been in business since as early as the 1760s.

The Respondent, Jassy Class is the person who has allegedly copied the Complainant's trademark **HAMLEYS** as part of the disputed domain name and is operating a fraudulent website which also features Complainant's distinctive logos.

D. FACTUAL BACKGROUND

The facts submitted by the Complainant in its Complaint are being reproduced as under:-


- 1. The Complainant (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Applicant's predecessors-in-title, its licensees and its affiliates/associated companies) was incorporated under the laws of the United Kingdom in 1988, having its registered office at the address mentioned above. It is a highly reputed and well-established company engaged in the retail of goods such as toys, apparel, footwear, stationery items, chocolates, and candies and has been in business since as early as the 1760s. The Complainant owns the oldest toy shop in the world, which was started 258 years ago by Cornishman William Hamley under the*



name 'Noah's Ark', in Holborn, London, and was subsequently renamed "Hamleys" in honour of its founder in 1937.

2. Over the course of the last two and a half centuries, the Complainant has evolved into an iconic institution in the toy retail industry and has come to be known for its heritage, quality, and unique retail experience. This is evident from the fact that in 1938, the Complainant was conferred "The Royal Warrant by Queen Mary", reflecting the Complainant's long-standing reputation and royal patronage.
3. With time, the Complainant has also established itself as an iconic British toy brand that retails its merchandise through approximately 170 stores in 18 countries worldwide, which has resulted in the **HAMLEYS** brand amassing global popularity and repute. In 1994, it was featured in the Guinness Book of Records for being "the largest toy shop in the world".
4. Over the years, the Complainant also adopted several unique and distinctive

logos of the trademark **HAMLEYS**. Such as,

and  (hereinafter collectively referred to as "**the Hamleys Trademarks**"). The Complainant is also the owner of copyright in the underlying artistic work in these logos.

5. The Complainant is the rightful owner of the trademark **Hamleys Trademarks**, which are registered in its favour in multiple classes in almost all major jurisdictions and countries of the world, including but not limited to the United States of America, the European Union, Iceland, Norway, Switzerland, Turkey, Colombia, Egypt, Kuwait, Lebanon, Qatar, Saudi Arabia, China, Hong Kong,

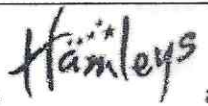





Indonesia, Japan, Singapore, Taiwan, Brazil, Chile, Ukraine, Vietnam, Mexico, Israel, Jordan, the United Arab Emirates, Australia, Kazakhstan, Malaysia, Pakistan, the Philippines, South Korea, among others. The Complainant's earliest registration for the trademark **HAMLEYS** dates back to 16th June 1976, in Switzerland, in Classes 9, 11, 16, 17, 20, and 28 under Registration No. 3P-283034.

6. The Complainant registered the top-level generic domain "hamleys.com" on 14th April 1996 and since then has been operating a website on it, which is accessible globally, including in India.
7. The Complainant entered the Indian market in the year 2010 and launched the official website www.hamleys.in (domain registered on 13th February 2007). The website not only provides information about the Complainant's brand, its global presence, and physical store locations in India, but also serves as a one-stop e-commerce website for the Complainant. Though the Complainant's domain is <hamleys.in>, its website's Display Name is "**Hamleys India**".
8. The Complainant has been the registered proprietor of the **Hamleys Trademarks** in India since 2005. Details of the Complainant's Indian trademark registrations are enumerated below:

S.no	Trademark	Registration No.	Dated	Class
1.	HAMLEYS	1405857	12 th December 2005	28 and 35
2.	HAMLEYS	1465780	29 th June 2006	41 and 42



3.		1466178	30 th June 2006	28,35,41 and 42
4.		4609594	14 th August 2020	35
5.		4609595		41
6.		4609591		28
7.		4942635	12 th April 2021	25
8.		5145863	24 th September 2021	25

The above registrations are valid and subsisting.

COMPLAINANT'S USE OF THE HAMLEYS TRADEMARKS:

9. *The Complainant has quickly grown in the Indian market and currently has 100+ stores in over 36 Indian cities. In May 2019, the brand **HAMLEYS** was acquired by Reliance Brands Limited, a wholly owned subsidiary of Reliance Industries Limited. Post-acquisition, the Indian presence of the brand has significantly expanded, and India has emerged as one of the biggest markets for the Complainant. The Complainant has invested substantially in developing and maintaining its brand identity in India.*

10. *The Complainant's **Hamleys Trademarks** are prominently displayed on its storefronts, employee uniforms, banners/signboards, packaging material, shopping bags, and serve as strong source indicators for the Complainant's*



offerings. In addition to the Complainant's stores and websites, its goods bearing the **Hamleys Trademarks** are also available for purchase on several major e-commerce and quick commerce platforms, such as Ajio, Amazon, Blinkit, JioMart, and Zepto, which are visited by millions of customers on a day-to-day basis.

11. The Complainant has a strong social media presence on all prominent platforms such as **Facebook, Instagram, X (formerly Twitter), and YouTube**, where its **Hamleys Trademarks** are prominently and regularly displayed. Notably, the Complainant operates its social media accounts dedicated to the Indian customers under the name "**Hamleys India**". Owing to which, they reach a wide range of audiences spread across the world, thereby further strengthening the impression of the **Hamleys Trademarks** in the minds of the public.


12. The Complainant's **Hamleys Trademarks** have also been featured on several reputed third-party publications with wide audiences/readerships, thereby further strengthening the overall impression of the subject trademark in the minds of the public.

13. **HAMLEYS** is the Complainant's corporate name, trademark, and trading style, as well as domain name. As a result of the above and its high-quality goods and services rendered/marketed by the Complainant under the **Hamleys Trademarks**, the same has resulted in a strong association in the mind of the general public of the trademark and the quality of excellence they represent with the Complainant alone. By virtue of its long, continuous, uninterrupted, and extensive use of more than 258 years, the **Hamleys Trademarks** have become highly distinctive and associated by the general public and trade exclusively with the Complainant and no one else. Thus, the Complainant's



Hamleys Trademarks fulfil the criteria of being well-known trademarks within the meaning of provisions of Sections 2(1)(zg) and Section 11(6) of the Trade Marks Act, 1999.

THE RESPONDENT:

14. *The disputed domain name <hamleysindia.in> was registered by the Respondent on 1st January 2026. The Respondent has blatantly copied the Complainant's trademark **HAMLEYS** as part of the disputed domain name and is operating a fraudulent website on it, which also features the Complainant's distinctive logos,  The website does not provide information about any legal entity operating the said business. It is submitted that the disputed domain name is liable to be transferred to the Complainant on the following grounds:*

I. The Respondent's domain name is identical to a name, trademark/ trade name in which the Complainant has rights

15. *It is submitted that the disputed domain name <hamleysindia.in> entirely subsumes the Complainant's prior registered trademark **HAMLEYS**. The mere addition of the word "India", which is the name of a geographical place within the disputed domain name, does not distinguish the disputed domain name from the Complainant's registered trademark **HAMLEYS**. Thus, the disputed domain name is identical to the Complainant's trade name as well as the registered trademark **HAMLEYS**.*

16. *The Complainant is the prior and bona fide adopter and user of the highly distinctive trademark **HAMLEYS** globally since 1837 and in India since 2010. Owing to its honest, long, continuous, extensive, and uninterrupted use of the*



*trademark **HAMLEYS**, the Complainant enjoys both statutory and common law rights therein. As such, the consumers who are already well aware of the Complainant's trademarks are bound to be deceived that the disputed domain name is associated with or is sponsored by the Complainant, which is not the case.*

*17. Notably, the Respondent is operating a fraudulent website on the disputed domain, impersonating the Complainant and operating fake internship schemes. The Complainant has received complaints from the faculty of Symbiosis Institute of Design, Pune, that its students received internships from <https://hamleysindia.in/> . This entity claimed to conduct fashion and styling internships and issued forged and fabricated offer letters carrying **HAMLEY'S** trademarks. The college, as well as the students, presumed it to be the Complainant, and the students travelled to Bengaluru for the internship program. Later, the students discovered that it was part of an organised scam involving the unlawful collection of customer phone numbers. In fact, one of their students was detained by the Bengaluru Police, as these numbers were reportedly being used in financial and cyber-fraud activities. Thereafter, the Complainant received several complaints from the public, who have fallen victim of the aforementioned internship scam as well as a fraudulent child modelling scheme being operated by the Respondent on the website on the disputed domain.*

18. It is submitted that in previous INDRP decisions, it has been held that the fact that a domain name wholly incorporates a Complainant's registered trademark is sufficient to establish identity or confusing similarity for the purpose of INDRP, ITC Limited v. Travel India (INDRP Case No. 065), Allied DOMEQO 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).

19. Further, it is a settled principle that ccTLDs such as “.in” need not be taken into consideration when comparing the mark to the disputed domain name under the first element. The Complainant also relies on past INDRP decisions in *Nike Inc. v. Nike Innovative CV Zhaxia (INDRP Case No. 804)*.

20. Hence, in the present case, the disputed domain name is identical to the Complainant’s trademark **HAMLEYS**, and the Complainant has successfully satisfied the first requirement set out in clause 4(a) of the INDRP.

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

21. Under clause 6 of the IN-Domain Dispute Resolution Policy (INDRP), if any of the following circumstances are found by the learned Arbitrator, it may demonstrate a Respondent’s rights or legitimate interests in a disputed domain name:

- Before any notice of the dispute, the Respondent’s use of, or demonstrable preparations to use, the disputed domain name or a name corresponding to the disputed domain name in connection with a bona fide offering of goods or services;

Or

- The Respondent has been commonly known by the disputed domain name, even if it has acquired no trademark or service mark rights; or
- The Respondent is 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 or service mark at issue.



22. *The Respondent herein is not commonly known under the name **HAMLEYS**, nor has it acquired any trademark or service rights in respect of the same. Neither the Respondent is affiliated with the Complainant, nor the Complainant has licensed or otherwise permitted the Respondent to register a domain name incorporating its registered trademark **HAMLEYS**. In addition to this, the Respondent cannot claim prior rights or legitimate interest in the disputed domain name.*
23. *The Respondent, through the disputed domain name, has brazenly attempted to imitate the Complainant's identity creating confusion and deception among the trade and public by, inter alia, offering fraudulent internships to unsuspecting students for unjust financial enrichment and posed as a child modelling agency under the trade name **HAMLEYS INDIA**. This unauthorized use of the **Hamleys Trademarks** is impermissible under law and violates the Complainant's intellectual property rights and goodwill.*
24. *The Respondent has registered the disputed domain name solely to mislead consumers by misappropriating the Complainant's trademark **HAMLEYS**, which legitimately belongs to the Complainant. In *Indeed, Inc. v. Uli Ali INDRP/1398* for the disputed domain <indeedgroups.in>, the Panel observed that it is not fair use when the holder of a domain name that is confusingly similar to an established mark uses the domain name to earn a profit without the prior approval of the holder of the mark. Further, the adoption and use by the Respondent of the disputed domain name significantly postdate the Complainant's rights in the trademark **HAMLEYS**. Thus, the question of the Respondent being known by the disputed domain name does not arise in the first place, and the Respondent was undoubtedly aware of the Complainant's presence and rights in the **Hamleys Trademarks**.*

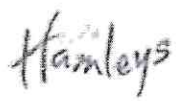


25. The Complainant has thus established a prima facie case that the Respondent has no rights and legitimate interests in the disputed domain name, and therefore, the burden of proof shifts to the Respondent to produce evidence demonstrating rights or legitimate interests in respect of the domain name. The Complainant relies on the decisions in 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 Kumar (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).

26. In view of the above, the Complainant has satisfied the requirements set out in paragraph 4(a)(ii) of the policy.

III. The disputed domain name has been registered and used in bad faith:

27. As already mentioned above, the Respondent has registered the disputed domain name in bad faith and in order to profit from the goodwill and reputation assiduously amassed by the Complainant in the **Hamleys Trademarks**. This is evident from the fact that the Respondent's website under

the disputed domain name prominently displays the trademark,  which is identical to/a colorable imitation of the Complainant's prior registered

trademarks  and 

28. Such use of the trademark/tradename '**Hamleys India**' by the Complainant is unauthorized, misleading, and clearly aimed at accruing illegitimate gains at



the behest of the Complainant, all while hoodwinking unsuspecting parents/children into falsely believing that the Respondent's activities are approved/endorsed by the Complainant, when factually, that is not the case. In fact, the Respondent has also falsely alleged that it is engaged/sponsored by other well-known celebrities and brands (such as Ranbir Kapoor and Ranveer Singh) and brands like OREO, Cadbury, Kinder Joy, MakeMyTrip, Manish Malhotra, Mercedes, Pampers and Tanishq) to lend credibility to its operations.

29. The gross mala fides demonstrated by the Respondent are also evident from the fact that the Respondent reached out to Symbiosis Institute of Design to invite students to participate in their fashion and styling internship schemes via the disputed domain name. The Respondent issued forged and fabricated offer letters carrying **HAMLEYS** branding, which led the students to travel to Bengaluru, where they discovered that Respondent operates a highly dubious business and organized scam involving unlawful collection of customer phone numbers. Such misuse and misappropriation of the **Hamleys Trademarks** and the Complaint's identity by the Respondent clearly shows that the disputed domain name has been registered and used in bad faith.

30. In addition to the above, the registration of the disputed domain name with an India-specific ccTLD ".in" also showcases that the Respondent wishes to target the Indian audience, where the Complainant's trademark **HAMLEYS** is already well-recognized among the consumers. Hence, the Respondent is bound to have knowledge of the Complainant's subject trademark, **HAMLEYS**. The Respondent registered the disputed domain name having full knowledge of the Complainant's trademark rights and, on balance, with the intention of taking advantage of such rights. Even constructive knowledge of a well-known trademark like **HAMLEYS** is sufficient to establish registration in bad faith.



31. *The above submissions overwhelmingly support the conclusion that the Respondent registered the disputed domain name in bad faith. The fame and unique qualities of the trademark **HAMLEYS**, which was adopted and applied for by the Complainant much prior to the registration of the disputed domain name, make it extremely unlikely that Respondent created the disputed domain name independently without any knowledge of the Complainant's trademark. This, coupled with the proof of actual confusion/deception created in the minds of the public by the Respondent's use of the disputed domain name, sufficiently establishes the Respondent's mala fides.*
32. *In fact, there is a great likelihood that visitors visiting the disputed domain name of the Respondent will continue to be induced to believe that:*
- a) *The Complainant has licensed its trademark **HAMLEYS** to the Respondent or authorized the Respondent to register the disputed domain name; and*
 - b) *The Respondent has some connection with the Complainant in terms of a direct nexus or affiliation with the Complainant.*
33. *Further, clause 3(d) of the INDRP does not require a Registrant to knowingly use the domain name in violation or abuse of any applicable laws or regulations. The obligations imposed by clause 3(d) are an integral part of the INDRP applicable to all registrants and cannot be ignored, as was observed by the learned Arbitrator in Momondo A/S v. Ijorghe Ghenrimopuzulu, (INDRP Case No. 882). A search in the online database of the Indian Trademarks Office or WIPO would reveal the Complainant's rights in its trademark **HAMLEYS**. Hence, the Respondent had an onus to ensure that the registration of the disputed domain name did not violate the Complainant's subject trademark rights in **HAMLEYS**. It is therefore submitted that the disputed domain name has been registered and is being used in bad faith.*



34. In view of the above submissions, the disputed domain name has been registered with mala fide intentions and is being used in bad faith.

OTHER LEGAL PROCEEDINGS

35. The Complainant submits that no other legal proceeding(s) has/have been commenced or are pending or terminated in connection with or relating to the domain name that is the subject of the present complaint.

RELIEF SOUGHT

36. In light of the above, the Complainant prays for the following relief:

- i. That the dispute outlined in the present complaint be submitted to arbitration in accordance with the Dispute Resolution Policy and Rules framed there under, as per Rule 4 (b) (ii) of the INDRP Rules of Procedure;
- ii. That the .IN Registry of NIXI be directed to transfer the disputed domain name of the Respondent <Hamleysindia.in> to the Complainant;
- iii. That the costs of the present proceedings be awarded in favour of the Complainant;
And
- iv. That any other order, in the facts and circumstances of the case and in the interest of justice, may be passed in the present case.



Statement by the Complainant under Rule 3(b)(ix) of the INDRP Rules of Procedure, 2020

37. *The Complainant, by submitting the present complaint, agrees to the settlement of the dispute regarding the domain name, which is the object of the complaint, by final and binding arbitration in India in accordance with the Arbitration and Conciliation Act, 1996, the .IN Domain Name Dispute Resolution Policy of the .IN Registry, Rules of Procedure, and any bylaws, rules, or guidelines framed thereunder.*
38. *The Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain name holder. The Complainant waives all such claims and remedies against the .IN Registry, as well as their directors, officers, employees, and agents and the arbitrator who will hear the dispute.*
39. *The Complainant, by submitting this complaint, agrees that the decision of the Arbitrator to be appointed in this matter may be made public and may be published on the website including, without limitation, other forms of publication of the .IN Registry.*
40. *The Complainant, certifies that the information contained in this complaint is complete and accurate to the best of the Complainant's knowledge and that this complaint is not being presented for any improper purpose.*

E. ARBITRATION PROCEEDINGS HELD ON 14.03.2026

On **14.03.2026**, taking note of the Complaint for the domain name dispute **hamleysindia.in** preferred by Hamleys of London Limited, against the



Respondent, Notice was issued to Hamleys of London Limited (Complainant) and Jassy Class (Respondent) with the following directions:

- 1. The Complainant shall file and supply a hard copy of the Complaint before this Tribunal and simultaneously serve a hard copy upon the Respondent within **three (3) days** from today, and file an Affidavit of Service with this Tribunal.*
- 2. The Respondent shall file its Reply/Counter before this Tribunal, along with all documents and evidence relied upon, latest by **21.03.2026**, through E-mail at **arbitratordrpankajgarg.1962@gmail.com**, with an advance copy to Hamleys of London Limited through its Authorized Representatives, namely, Ms. Priya Adlakha (priva@fiduslawchambers.com), Ms. Shipra Shandilya (shipra@fiduslawchambers.com), Ms. Aishwarya Ambardekar (aishwarya@fiduslawchambers.com) and Ms. Ananya (ananya@fiduslawchambers.com), (rbl@fiduslawchambers.com), (domaindisputes@fiduslawchambers.com), and file an Affidavit of Service with this Tribunal.*
- 3. The Respondent shall also file the hard copy of the Reply/Counter before this Tribunal and serve the same upon the Complainant, and file an Affidavit of Service with this Tribunal.*



4. *The Complainant, through its Authorized Representatives Ms. Priya Adlakha, Ms. Shipra Shandilya, Ms. Aishwarya Ambardekar and Ms. Ananya, shall be at liberty to file a Rejoinder, if so desired, within three (3) days thereafter, i.e., by 24.03.2026, at the Tribunal's E-mail ID mentioned above, with an advance copy to the Respondent. Hard copies of the same shall also be supplied to the Tribunal as well as the Respondent and an Affidavit of Service of the same be also filed with this Tribunal.*

The next date of hearing was fixed on **28.03.2026** at **4:09 pm** for further proceedings/Orders.

F. ARBITRATION PROCEEDINGS HELD ON 28.03.2026

On **25.03.2026** at **8:40 pm**, an Affidavit of Service dated **25.03.2026**, was received on behalf of the Counsel for the Complainant, contents of which are reproduced hereinbelow:

"AFFIDAVIT OF SERVICE OF THE INDRP COMPLAINT

I, Priya Adlakha, aged about 38 years, C/o Fidus Law Chambers, F-12, Sector-8, Noida, 201031, U.P., (presently at New Delhi) do hereby solemnly affirm and declare as under:

- 1. That I am one of the counsels for the Complainant in the above-named matter and am competent to swear to the present affidavit.*
- 2. I say that the complete amended INDRP Complaint along with Annexures were sent to the Respondent's email address classjassy4@gmail.com on 16.03.2026. I say that the said email was successfully delivered to the Respondent, as it did*



not bounce back in my system. Copy of the email dated 16th March 2026, along with the email delivery logs showcasing successful delivery is annexed and marked as Exhibit A “Colly” with this Affidavit.

3. I say that we also sent a hard copy of the complete amended INDRP Complaint along with Annexures to the Respondent via courier on 16th March 2026. However, the delivery of the same was unsuccessful since the Respondent's address is incorrect/incomplete. A copy of the courier Air Way Bill along with the tracking status is annexed and marked as Exhibit B “Colly” with this Affidavit.

DEPONENT

VERIFICATION

Verified at New Delhi on this 30th day of March 2026 that the contents of my affidavit are true and correct and that no part of it is false and nothing material has been concealed therefrom.

DEPONENT”

The said Affidavit of Service was taken on record.

However, upon perusal of the said Affidavit of Service, this Tribunal directed the Complainant to file a better Affidavit of Service within **two (2) days** specifically clarifying that the service effected via E-mail on the Respondent's E-mail address **classjassy4@gmail.com**, on **16th March, 2026** was successfully delivered and not returned undelivered/bounced.

The next date of hearing was fixed on **31.03.2026** at **4:00 pm** for further proceedings/Orders.



G. ARBITRATION PROCEEDINGS HELD ON 31.03.2026

As per the directions passed by this Tribunal on 28.03.2026, on 30.03.2026 at 6:21 pm, an Affidavit of Service dated 30.03.2026, was received on behalf of the Counsel for the Complainant, contents of which are reproduced hereinbelow:

“AFFIDAVIT OF SERVICE OF THE INDRP COMPLAINT

I, Priya Adlakha, aged about 38 years, C/o. Fidus Law Chambers, F-12 Sector-8, Noida- 201031, U.P., (presently at New Delhi) do hereby solemnly affirm and declare as under:

- 1. That I am one of the counsels for the Complainant in the above-named matter and am competent to swear to the present affidavit.*
- 2. I say that the complete amended INDRP Complaint along with Annexures were sent to the Respondent's email address classjassy4@gmail.com on 16th March 2026. I say that the said email was successfully delivered to the Respondent, as it did not bounce back in my system. A copy of the email dated 16th March 2026, along with the email delivery logs showcasing successful delivery is annexed and marked as **Exhibit A “Colly”** with this Affidavit.*
- 3. I say that we also sent a hard copy of the complete amended INDRP Complaint along with Annexures to the Respondent via courier on 16th March 2026. However, the delivery of the same was unsuccessful since the Respondent's address is incorrect/incomplete. A copy of the courier Air Way Bill along with*



the tracking status is annexed and marked as Exhibit B "Colly" with this Affidavit.

DEPONENT

VERIFICATION

Verified at New Delhi on this 30th day of March 2026 that the contents of my affidavit are true and correct and that no part of it is false and nothing material has been concealed therefrom.

DEPONENT"

This Affidavit of Service was hereby taken on record.

Upon perusal of the aforesaid Affidavit of Service and the material placed on record, this Tribunal was satisfied that the requirement of effecting service through courier need not be insisted upon in the present facts and circumstances, and the same was accordingly waived off.

It was further observed that the service upon the Respondent through E-mail has been duly effected, with no indication of failure or non-delivery, and was therefore held to be sufficient and in due compliance with **Rule 2(d)** of the **INDRP Rules of Procedure**, which prescribes the mode and validity of service as under:



“d. Except as otherwise provided in these Rules of Procedure, or as may be decided by the Arbitrator, all communications under these Rules shall be deemed to have been duly served:

- (i) if delivered through facsimile transmission, on the date indicated on the confirmation of transmission; or*
- (ii) if sent by Registered Post or Speed Post, on the date reflected on the acknowledgement receipt or on the third day from the date of dispatch; or*
- (iii) if transmitted via the Internet, on the date of transmission, provided that such date is verifiable.”*

Accordingly, despite due and sufficient service, the Respondent had failed to enter appearance or file any response within the stipulated time, and was, therefore, proceeded against ‘*Ex-Parte*’.

Thereafter, the Complainant was, accordingly, directed to file its **Evidence by way of Affidavit along with all supporting documents**, as primary evidences, in support of its claim, within **seven (7) days**.

Date was now fixed on **09.04.2026** at **4:00 PM**, for further Orders

H. ARBITRATION PROCEEDINGS HELD ON 09.04.2026

On **07.04.2026** at **11:29 pm**, an Evidence by way of Affidavit dated 07.04.2026 was received on behalf of the Complainant, contents of which are reproduced herein below:



“INDEX

<i>Exhibits</i>	<i>Particulars</i>	<i>Page no.</i>
<i>CW1/1</i>	<i>Copy of the Power of Attorney</i>	<i>10 – 12</i>
<i>CW1/2</i>	<i>Printouts of extracts pertaining to Complainant's incorporation</i>	<i>13 – 15</i>
<i>CW1/3</i>	<i>Printouts of extracts pertaining the Complainant's establishment and entry in the Guinness Book of Records.</i>	<i>16 – 18</i>
<i>CW1/4</i>	<i>Printouts of extracts of World Intellectual Property Organization (WIPO) showcasing the registrations of the Complainant's Hamleys Trademarks.</i>	<i>19 – 22</i>
<i>CW1/5(Colly)</i>	<i>Printouts of extracts of the Complainant's global website along with the WHOIS records.</i>	<i>23 – 27</i>
<i>CW1/6(Colly)</i>	<i>Printouts of extracts of the Complainant's Indian website along with the WHOIS records.</i>	<i>28 – 32</i>
<i>CW1/7(Colly)</i>	<i>Printouts of articles pertaining to the Complainant's entry in the Indian market.</i>	<i>33 – 35</i>



CW1/8(Colly)	<i>Printouts of registration certificates of the Complainant's Hamleys Trademarks.</i>	36 – 50
CW1/9(Colly)	<i>Printouts of articles pertaining to Complainant's acquisition and presence in India.</i>	51 – 56
CW1/10(Colly)	<i>Printouts of extracts showcasing the Complainant's storefronts.</i>	57
CW1/11(Colly)	<i>Extracts from the e-commerce/quick commerce platforms showing the availability of the Complainant's goods under the Hamleys Trademarks.</i>	58 – 65
CW1/12(Colly)	<i>Printouts of extracts of the Complainant's social media accounts.</i>	66 – 72
CW1/13(Colly)	<i>Printouts of extracts of the third-party publications showcasing the Hamleys Trademarks.</i>	73 – 83
CW1/14	<i>Printouts of the WHOIS extract of the disputed domain name.</i>	84 – 86



CW1/15	Printouts of extracts of the website of the disputed domain name.	87 – 94
CW1/16(Colly)	Printout of extracts of the emails received by Symbiosis Institute of Design, Pune, and tickets raised by general public along with relevant extracts of WhatsApp messages	95 – 110

EVIDENCE BY WAY OF AFFIDAVIT OF MS. SHREYA GANGULY, WIFE OF MR. Sharadindu Mukherjee, AGED ABOUT 34 YEARS OF THE ADDRESS 2101, Swaraj Queenbay, Sector 14, Koperkhairane, Navi Mumbai 400709.

I, the above-named deponent, do hereby solemnly affirm and declare as under:

1. *I say that I am the authorized signatory for Hamleys of London Limited (hereinafter referred to as the "Complainant") and I am duly authorized to sign, verify and file the complaint, depose as witness on behalf of the Complainant, under a Power of Attorney dated 11th February 2026, which is already on record and may be marked as Exhibit CW1/1. I say that the records and books of accounts maintained by the Complainant in the ordinary course of its business are available to me.*



2. *I say that the Complainant was incorporated under the laws of the United Kingdom in 1988, having its registered office at the address 4 Floor Suite A, Greencoat House, Francis Street, London, England, SW1P 1DH. I say that the Complainant is a highly reputed and well-established company engaged in the retail of goods such as toys, apparel, footwear, stationery items, chocolates, and candies and has been in business since as early as the 1760s. The Complainant owns the oldest toy shop in the world, which was started 258 years ago by Cornishman William Hamley under the name 'Noah's Ark', in Holbom, London, and was subsequently renamed "Hamleys" in honour of its founder in 1937. Printouts of extracts pertaining to the Complainant's incorporation are already on record and may be marked as **Exhibit CW1/2**.*

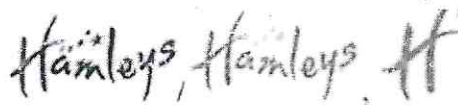

3. *I say that over the course of the last two and a half centuries, the Complainant has evolved into an iconic institution in the toy retail industry and has come to be known for its heritage, quality, and unique retail experience. In 1938, the Complainant was conferred "The Royal Warrant by Queen Mary", reflecting the Complainant's long-standing reputation and royal patronage.*

4. *I say that with time, the Complainant has also established itself as an iconic British toy brand that retails its merchandise through approximately 170 stores in 18 countries worldwide, which has resulted in the **HAMLEYS** brand amassing global popularity and repute. In 1994, it was featured in the Guinness Book of Records for being "the largest toy shop in the world." Printouts of*



extracts pertaining to the Complainant's establishment along with entry in the Guinness Book of Records are already on record and may be marked as **Exhibit CW1/3**.

5. I say that over the years, the Complainant also adopted several unique and distinctive logos of the trademark **HAMLEYS**, such as

, and  (hereinafter collectively referred to as "**the Hamleys Trademarks**"). The Complainant is also the owner of copyright in the underlying artistic work in these logos

6. I say that the Complainant is the rightful owner of the trademark **Hamleys Trademarks**, which are registered in its favour in multiple classes in almost all major jurisdictions and countries of the world, including but not limited to the United States of America, the European Union, Iceland, Norway, Switzerland, Turkey; Colombia, Egypt, Kuwait, Lebanon, Qatar, Saudi Arabia, China, Hong Kong, Indonesia, Japan, Singapore, Taiwan, Brazil, Chile, Ukraine, Vietnam, Mexico, Israel, Jordan, the United Arab Emirates, Australia, Kazakhstan, Malaysia, Pakistan, the Philippines, South Korea, among others. The Complainant's earliest registration for the trademark **HAMLEYS** dates back to 16th June 1976, in Switzerland, in Classes 9, 11, 16, 17, 20, and 28 under Registration No. 3P-283034. Printouts of the extracts from the website of World Intellectual Property Organization (WIPO), showcasing the registrations of the

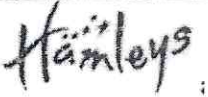





Complainant's Hamleys Trademarks are already on record and may be marked as Exhibit CW1/4.

- 7. I say that the Complainant registered the top-level-generic domain "hamleys.com" on 14th April 1996 and since then has been operating a website on it, which is accessible globally, including in India. Printouts of the extracts of the Complainant's global website at <https://www.hamleys.com> and WHOIS extract are already on record and may be marked as **Exhibit CW1/5 "colly"**.*
- 8. I say that the Complainant entered the Indian market in the year 2010 and launched the official website www.hamleys.in (domain registered on 13th February 2007). The website not only provides information about the Complainant's brand, its global presence, and physical store locations in India, but also serves as a one-stop e-commerce website for the Complainant. Printouts of the extracts of the Complainant's Indian website <https://www.hamleys.in> and WHOIS extract are already on record and may be marked as **Exhibit CW1/6 "colly"**. Though the Complainant's domain is <hamleys.in>, its website's Display Name is "**Hamleys India.**" Printouts of articles pertaining to the Complainant's entry into the Indian market are already on record and may be marked as **Exhibit CW1/7 "colly"**.*



9. I say that the Complainant is the registered proprietor of the **Hamleys Trademarks** in India since 2005. Details of the Complainant's Indian trademark registrations are enumerated below:

S.no	Trademark	Registration No.	Dated	Class
1.	HAMLEYS	1405857	12 th December 2005	28 and 35
2.	HAMLEYS	1465780	29 th June 2006	41 and 42
3.		1466178	30 th June 2006	28,35,41 and 42
4.		4609594	14 th August 2020	35
5.		4609595		41
6.		4609591		28
7.		4942635	12 th April 2021	25
8.		5145863	24 th September 2021	25

The above registrations are valid and subsisting. Printouts of the registration certificates of the above-mentioned **Hamleys Trademarks** are already on record and may be marked as **Exhibit CW1/8 "colly"**.



10. I say that the Complainant has quickly grown in the Indian market and currently has 100+ stores in over 36 Indian cities. In May 2019, the brand **HAMLEYS** was acquired by Reliance Brands Limited, a wholly owned subsidiary of Reliance Industries Limited. Post-acquisition, the Indian presence of the brand has significantly expanded, and India has emerged as one of the biggest markets for the Complainant. The Complainant has invested substantially in developing and maintaining its brand identity in India. Printouts of articles pertaining to the Complainant's acquisition and presence in India are already on record and may be marked as **Exhibit CW1/9 "colly"**.

11. I say that the Complainant's **Hamleys Trademarks** are prominently displayed on its storefronts, employee uniforms, banners/signboards, packaging material, shopping bags, and serve as strong source indicators for the Complainant's offerings. Printouts of extracts showcasing the Complainant's storefronts are already on record and may be marked as **Exhibit CW1/10 "colly"**. In addition to the Complainant's stores and websites, its goods bearing the **Hamleys Trademarks** are also available for purchase on several major e-commerce and quick commerce platforms, such as Ajo, Amazon, Blinkit, JioMart, and Zepto, which are visited by millions of customers on a day-to-day basis. Printouts of the extracts of marketplaces showcasing the availability of the Complainant's goods are already on record and may be marked as **Exhibit CW1/11 "colly"**.



12. I say that the Complainant has a strong social media presence on all prominent platforms such as **Facebook**, **Instagram**, **X** (formerly **Twitter**), and **YouTube**, where its **Hamleys Trademarks** are prominently and regularly displayed. Notably, the Complainant operates its social media accounts dedicated to the Indian customers under the name "**Hamleys India**". Owing to which, they reach a wide range of audiences spread across the world, thereby further strengthening the impression of the **Hamleys Trademarks** in the minds of the public. Printouts of the extracts of the Complainant's social media accounts are already on record and may be marked as **Exhibit CW1/12 "colly"**.

13. I say that the Complainant's **Hamleys Trademarks** have also been featured on several reputed third-party publications with wide audiences/readerships, thereby further strengthening the overall impression of the subject trademark in the minds of the public. Printouts of the extracts of such third-party publications are already on record and may be marked as **Exhibit CW1/13 "colly"**.

14. I say that **HAMLEYS** is the Complainant's corporate name, trademark, and trading style, as well as domain name. As a result of the above and its high-quality goods and services rendered/marketed by the Complainant under the **Hamleys Trademarks**, the same has resulted in a strong association in the mind of the general public of the trademark and the quality of excellence they represent with the Complainant alone. By virtue of its long, continuous, uninterrupted, and extensive use of more than 258 years, the **Hamleys Trademarks** have become highly distinctive and associated by the general



public and trade exclusively with the Complainant and no one else. Thus, the Complainant's **Hamleys Trademarks** fulfil the criteria of being well-known trademarks within the meaning of provisions of Sections 2(1) (zg) and Section 11 (6) of the Trade Marks Act, 1999.

15. I say that the disputed domain name <hamleysindia.in> was registered by the Respondent on 1st January 2026. The Respondent has blatantly copied the Complainant's trademark **Hamleys** as part of the disputed domain name and is operating a fraudulent website on it, impersonating the Complainant and operating fake internship schemes, while misusing the Complainant's distinctive logos

The logo consists of the word 'Hamleys' in a stylized, cursive font. Below the 'y' in 'Hamleys', the word 'PLAY' is written in a smaller, sans-serif font.

The website does not provide information about any legal entity operating the said business. I am advised to say that such use of the trademark/tradename '**Hamleys India**' by the Complainant is unauthorized, misleading, and clearly aimed at accruing illegitimate gains at the behest of the Complainant, all while hoodwinking unsuspecting parents/children into falsely believing that the Respondent's activities are approved/endorsed by the Complainant, when factually, that is not the case. In fact, the Respondent has also falsely alleged that it is engaged/sponsored by other well-known celebrities and brands (such as Ranbir Kapoor and Ranveer Singh) and brands like OREO, Cadbury, Kinder Joy, MakeMyTrip, Manish Malhotra, Mercedes, Pampers and Tanishq) to lend credibility to its operations. Printouts of the WHOIS extract of the disputed domain name and the




*impugned website are already on record and may be marked as **Exhibit CW1/14** and **Exhibit CW1/15**, respectively.*


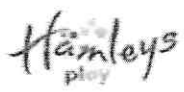
16. On 27th January 2026, the Complainant received complaints from the faculty of Symbiosis Institute of Design, Pune, that its students received internships from <https://hamleysindia.in/>. This entity claimed to conduct fashion and styling internships and issued forged and fabricated offer letters carrying **Hamleys trademarks**. The college, as well as the students, presumed it to be the Complainant, and the students travelled to Bengaluru for the internship program. Later, the students discovered that it was part of an organised scam involving the unlawful collection of customer phone numbers. In fact, one of their students was detained by the Bengaluru Police, as these numbers were reportedly being used in financial and cyber-fraud activities. Thereafter, the Complainant received several complaints from the public, who have fallen victim of the aforementioned internship scam as well as a fraudulent child modelling scheme being operated by the Respondent on the website on the disputed domain. Printouts of extracts of the emails received from a faculty of Symbiosis Institute of Design, Pune, and tickets raised by the general public along with the relevant extracts of WhatsApp messages, are already on record and may be marked as **Exhibit CW1/16 "colly"**.

17. I am advised that the disputed domain name is liable to be transferred to the Complainant on the following grounds that (a) the Respondent's domain name is identical to a name, trademark/ trade name in which the Complainant has rights. The



mere addition of the word "India", which is the name of a geographical place within the disputed domain name, does not distinguish the disputed domain name from the Complainant's registered trademark **Hamleys**; (b) the Respondent has no rights or legitimate interests in respect of the domain name, as the Respondent is operating a fraudulent website on the disputed domain, impersonating the Complainant and operating fake internship schemes, as detailed in paragraph 16 of this affidavit. I am advised to say that the Respondent herein is not commonly known under the name **Hamleys**, nor has it acquired any trademark or service rights in respect of the same. The Respondent is not affiliated with the Complainant. The Complainant has not issued any licensed or otherwise permitted the Respondent to register a domain name incorporating its registered trademark **Hamleys**. As such the Respondent has no legitimate rights or claim in the disputed domain name; and (c) that the disputed domain name has been registered and used in bad faith. The Respondent has registered the disputed domain name solely to mislead consumers by misappropriating the Complainant's trademark **Hamleys**. It is a case of bad faith registration with the clear intention to deceive the general public by taking benefit of the Complainant's goodwill and reputation in the **Hamleys trademarks**. This is evident from the fact that the Respondent's website under the disputed domain name prominently displays the

trademark  , which is identical to/a colorable imitation of the

Complainant's prior registered trademarks  : and 



18. I am advised to say that Complainant has proved that the disputed domain name has been registered and is being used in bad faith. The onus is now upon the Respondent to ensure that the registration of the disputed domain name did not violate the Complainant's registered **Hamleys trademarks** and prove its legitimate rights.
19. I say that despite the receipt of the notice of the present Complaint on 16th March 2026 via email, the Respondent chosen not to file its counter-statement in the matter. That vide order dated 31st March 2026, the Learned Arbitration has already proceeded the Respondent ex-parte.
20. In light of the above, the Complainant prays that the present complaint may please be allowed and the .IN Registry of NIXI be directed to transfer the disputed domain name of the Respondent <Hamleysindia.in> to the Complainant. The Complainant also prays for the costs of the present proceedings be awarded in its favour.

Deponent

Shreya Ganguly

VERIFICATION

I, Shreya Ganguly, the above-named deponent, do hereby verify and state that the contents of paragraphs 1 and 14 of my present affidavit, are true and correct to the best of my knowledge and belief, as derived from the official records of Complainant's company. Paragraphs 15 to 20 are based on the advice received from my Counsel and



is believed to be correct. Nothing material has been concealed therefrom or stated falsely.

Verified at Mumbai on this, 7th day of April, 2026.

Deponent

Shreya Ganguly

The Evidence by way of Affidavit filed by the Complainant was taken on record.

However, upon perusal thereof, it was observed that all documents purported to be exhibited are not the '*Primary Evidences*' but are '*Secondary Evidences*' and same cannot be allowed to be exhibited.

The Complainant was hereby directed to file an explanatory affidavit within **three (3) days** demonstrating/establishing the circumstances in terms of the **Section 60 of the Bharatiya Sakshya Adhiniyam, 2023** under which the evidences filed by the Complainant may be admitted.

The Complainant was further directed to file hard copies of (i) the Evidence by way of Affidavit, and (ii) the explanatory Affidavit in terms of the Section 60 of the Bharatiya Sakshya Adhiniyam, 2023, before this Tribunal within the aforesaid period and also serve the advance copy of the same to the Respondent and proof of service be filed before this Tribunal.

Date was now fixed on **13.04.2026** at **2:00 pm** for further consideration.



I. ARBITRATION PROCEEDINGS HELD ON 10.04.2026 AT 2:30 PM

The matter was taken up pursuant to an E-mail Communication received on behalf of the Ld. Counsel for the Complainant on 10.04.2026 at 11:33 am, contents of which are reproduced herein below:

“INDRP Case No. 2108

Domain: <hamleysindia.in>

Our Ref: F-1418/INDRP/1

Dear Sir,

I write with reference to the subject matter.

We are in receipt of your attached Order dated 09th April, 2026, directing the Complainant to file an explanatory Affidavit in the matter within 3 days from the date of the order. However, given that the deadline falls on a weekend, during which neither the Signatory nor the Notary Public are available, we humbly request that the Complainant is granted a period of one week to comply with the directions in the attached Order.

We look forward to hearing from you.

Do let us know if anything further is required from our end.

Best Regards,

Aishwarya

(Enrl. No. MAH/803/2019)

Advocate for the Complainant”



In view of the same, the request made the Ld. Counsel for the Complainant was allowed and time of **seven (7) days** from **09.04.2026** was granted to file the explanatory affidavit in terms of the Order dated **09.04.2026**.

The Parties were directed that as one time exception an adjournment request made through E-mail was being considered and thereafter no such request shall be entertained via E-mail and any request for adjournment shall be made only by way of a duly filed formal application before this Tribunal.

Accordingly, the date earlier fixed i.e. **13.04.2026** was cancelled and matter was now listed on **18.04.2026** at **3:00 pm** for further consideration.

J. ARBITRATION PROCEEDINGS HELD ON 18.04.2026

On **16.04.2026** at **8:45 PM**, a soft copy of the duly notarized Certificate under Section 63(4) of the Bhartiya Sakshya Adhinyam, 2023, filed by **Mr. Gyandeep Vishwakarma, S/o Mr. Ramdhani Vishwakarma, R/o Late Shree Meghraj Singh Building, Barola, Sector-49, Noida-201301**, was received by this Tribunal. The same was accompanied by a covering letter dated **16.04.2026** bearing the subject "*Certificate under Section 63(4) of Bhartiya Sakshya Adhinyam, 2023 in compliance of Orders dated 09.04.2026 and 10.04.2026,*" along with an Affidavit of Service dated **18.04.2026**, contents of which are reproduced herein below:

"INDRP Case No. 2108

Date: 16th April 2026

Domain: <hamleysindia.in>

To,

Dr. Pankaj Garg,

Learned Sole Arbitrator

At: P-6B, Fourth Floor



Jangpura Extn., New Delhi-110014

Subject: Certificate under Section 63(4) of Bhartiya Sakshya Adhinyam, 2023, in compliance of Order dated: 09.04.2026 and 10.04.2026.

Dear Sir,

We note that vide order dated 09.04.2026, the Complainant has been directed to file an Explanatory Affidavit demonstrating the circumstances in terms of Section 60 of the Bhartiya Sakshya Adhinyam, 2023 (BSA) under which the documents filed in support of the Complainant's evidence are liable to be admitted.

We may mention that the Complainant has filed a total of sixteen documents. Out of the said documents, CW1/1 is the Power of Attorney, the original whereof is in the power and possession of the Complainant and can be as produced as when so directed by the Ld. Arbitrator. CW1/14 are the details of the domain name registrant, provided to us by NIXI.

It is submitted that the documents, i.e., CW1/2 to CW1/13, CW1/15 and CW1/16 "Colly" are printouts of the electronic records. It is submitted that BSA, 2023 classifies electronic records as primary evidence. Section 61 of the BSA provides that electronic or digital records will have the same legal validity as paper records and shall not be denied admissibility, subject to conditions under Section 63. Section 63 further provides that upon satisfaction of the conditions, any information contained in an electronic record which is printed on paper shall be admissible in any proceedings, without further proof or production of the original.

Section 61, and 63 starts with a non-obstante clause whereby it creates a special class for the digital and electronic documents, which shall be admissible in proceedings subject to condition specified therein.



That in compliance of the directions passed under Order dated: 09.04.2026 and 10.04.2026, and the provisions of BSA, 2023, the Complainant is filing the certificate under Section 63 (4) in support of the electronic records filed along with the Evidence Affidavit dated 07.04.2026.

It is respectfully prayed the same be allowed and taken on record.

However, if the Tribunal is not satisfied with our submissions, we request in person hearing, and request that no adverse order be passed without hearing us, in the interest of justice.

Yours sincerely,

Priya Adlakha

Enrolment No. D/2663/2010

Counsel for the Complainant”

**“CERTIFICATE UNDER SECTION 63 OF THE BHARATIYA
SAKSHYA ADHINIYAM, 2023**

I, Gyandeep Vishvakarma, Son of Mr. Ramdhani Vishwakarma, aged about 39 years, residing at Late Shree Meghraj Singh Building, Barola, Sector-49, Noida 201301 (Presently at New Delhi) do hereby solemnly affirm and declare as under:

- 1. That I am the IT Manager at the office of the Complainant’s counsel. The Authority Letter executed by the Complainant’s authorized signatory in my favour, authorising me to access, download and print all electronic documents is filed herewith as Annexure 1.*



2. I have produced electronic record/output of the digital record taken from the following device(s)/digital record source(s):-

Computer/Storage Media DVR Mobile Flash Drive

CD/DVD Server Cloud Other

Computer:

Make & Model: HP Proliant ML 30, Gen 11

Colour: Black

Serial Number: SGHD3DFMMG

3. The aforesaid mentioned device was under any lawful control for regularly accessing, creating, storing or processing information for the purposes of carrying out regular activities and during this period, the computer was working properly, and the relevant information was regularly fed into the computer during the ordinary course of business. If the computer device at any point of time was not working properly or out of operation, then it has not affected the electronic/digital record or its accuracy. The digital device or the source of. The digital record is:-

Owned Maintained Managed Operated by me

4. I confirm that I have accessed the following websites and URLs, as listed in the table below:

S.no	Uniform Resource Locators	Date of download
1.	Annexure B [Ex. CW1/2] https://find-and-update.company.information.service.gov.uk/company/02287862/filing-history/MTQzNDc1MzI5YWVpcY3g/document?fo	10.02.2026



	<i>rmat=pdf&download=0</i>	
2.	Annexure C [Ex. CW1/3 “Coly”] https://www.hamleys.com/history	10.02.2026
	https://www.polocentralmall.com/hamleys/#:~:text=Hamleys	10.02.2026
	https://hamleys.in/page/about-us?srsltid=AfmBOorZPP_mF05TX1eoTIZrbtPaTSEisNXmJzCr98ATkw3nVF81Y_DE	10.02.2026
3.	Annexure D [Ex. CW1/4] https://branddb.wipo.int/en/advancedsearch/results?sort=score%20desc&strategy=concept&rows=30&asStructure=%20id%22:%22a10%22,%22boolean%22:%22AND%22,%22bricks%22:%225B%22_id%22:%22a11%22,%22key%22:%22brandName%22,%22strategy%22:%22Simple%22,%22value%22:%22hamleys%22%7D,%22_id%22:%22a12%22,%22key%22:%22status%22,%22value%22:%225B%22Registered%22%5D%7D%5D%7D&_=1775802998214&fg=void	10.02.2026
4.	Annexure E [Ex. CW1/5 “Coly”] https://www.whois.com/whois/hamleys.com	10.02.2026
	https://www.hamleys.com/shop-toys?p=1	10.02.2026
	https://www.hamleys.com/our-stores	10.02.2026
5.	Annexure F [Ex. CW1/6 “Coly”] https://www.whois.com/whois/hamleys.in	10.02.2026
	https://hamleys.in/?srsltid=AfmBOopD-WyOrxscS-XYIz8M7EVzxEsgJ0jp4-xmw-6EqnuYgWevTMfU	10.02.2026
	https://stores.hamleys.in	10.02.2026
6.	Annexure G [Ex. CW1/7 “Coly”] https://www.indiaretailer.com/news/Hamleys-launches-its-first-store-in-Mumbai.n1662	10.02.2026
	https://www.indiaretailing.com/2010/04/09/hamleys-reaches-india-ties-up-rrl	10.02.2026
7.	Annexure H [Ex. CW1/8] https://tmrsearch.ipindia.gov.in/estatus/RegisteredTM	10.02.2026



8.	Annexure I [Ex. CW1/9 "Colly"] https://www.ril.com/sites/default/files/2023-01/Media-Release-09052019.pdf	10.02.2026
	https://economictimes.indiatimes.com/industry/services/retail/reliance-brands-completes-acquisition-of-hamleys/articleshow/70274092.cms?from	10.02.2026
	https://www.livemint.com/companies/news/reliance-brands-completes-acquisition-of-hamleys-1563435459957.html	10.02.2026
9.	Annexure J [Ex. CW1/10] https://www.hamleys.com/our-stores-global	10.02.2026
10.	Annexure K [Ex. CW1/11 "Colly"] https://www.ajio.com/s/hamleys-5582-77981?query=%3Arelevance%3Abrand%3AHAMLEY&classifier=intent&curated=true&curatedid=hamleys-5582-77981&gridColumns=3&sort=relevance	10.02.2026
	https://www.amazon.in/stores/page/025C194C-E4B8-49DB-8E60-D9D24C2554AD?ingress=0&visitId=3ae9bdc6-ec42-4725-a34f-ec70ff00bf1b	10.02.2026
	https://blinkit.com/prn/hamleys-e-gift-card-instant-voucher/prid/587141?srsltid=AfmBOoqURXK1ssY9HncXqWU26Y_SdW1weZqGYTuME52s1AMnrEqWc4GK	10.02.2026
	https://www.jiomart.com/sections/hamleys-toys	10.02.2026
	https://www.zepto.com/pn/hamleys-splash-speedboat-toys-for-kids-3y-multicolour/pvid/1a676450-3835-4845-bc11-3c34a740dd63	10.02.2026
11.	Annexure L [Ex. CW1/12 "Colly"] https://www.facebook.com/Hamleys.IN/	10.02.2026
	https://www.instagram.com/hamleys_india/?hl=em	10.02.2026
	https://x.com/Hamleys_India	10.02.2026



	https://www.youtube.com/hamleystv	10.02.2026
12.	Annexure M [Ex. CW1/13 “Colly”] https://www.buisnesstoday.in/latest/corporate/story/mukesh-ambani-hamleys-world-oldest-toy-shop-facts-probably-dont-know-192079-2019-05-10	10.02.2026
	https://medium.com/@anirudh_agrawal/the-story-of-hamleys-how-a-263-year-old-toy-store-is-still-shaping-the-toy-industry-today-33267d0edc73	10.02.2026
	https://www.retail4growth.com/news/hamleys-launched-its-100th-store-in-india-4501	10.02.2026
	https://www.business-standard.com/article/managament/hamleys-set-for-india-debut-in-february-109121400069_1.html	10.02.2026
	https://www.ndtv.com/india-news/mukesh-ambanis-reliance-industries-buys-global-toy-retailer-hamleys-2035470	10.02.2026
	https://www.retailnews.asia/reliance-to-boost-hamleys-india-network-to-500-stores/	10.02.2026
	https://www.news18.com/lifestyle/iconic-brand-hamleys-debuts-in-italy-with-milan-flagship-store-8577691.html	10.02.2026
	https://retail.economictimes.indiatimes.com/news/toys-kids-and-baby/toys/iconic-toy-retailer-hamleys-opens-in-kuwait-9th-store-in-gulf/121568626	10.02.2026
13.	Annexure O [Ex. CW1/15] https://hamleysindia.in/	09.02.2026
14.	Annexure P [Ex. CW1/16] https://rbl.kapturecrm.com/employee/all-tickets.html?detail=2/806543643/770546792670	09.02.2026
	https://rbl.kapturecrm.com/employee/all-tickets/html?detail=2/806349803/770517289338	09.02.2026
	https://rbl.kapturecrm.com/employee/all-tickets/html?detail=2/803785240/769902744949	02.02.2026



https://rbl.kapturecrm.com/employee/all-tickets/html?detail=2/802798093/769668090263	29.01.2026
https://rbl.kapturecrm.com/employee/all-tickets/html?detail=2/802062046/7694892894643	29.01.2026
https://rbl.kapturecrm.com/employee/all-tickets/html?detail=2/806530351/77054444301	10.02.2026
https://rbl.kapturecrm.com/employee/all-tickets/html?detail=2/806509594/770540909411	10.02.2026

5. I say that have downloaded the e-mail dated 27th January 2026, provided to be by the Complainant's authorized signatory as an Outlook item, which has been filed in the present proceedings as Annexure P [Ex. CW1/16]. I have also downloaded the WhatsApp Screenshots attached in the email received from Complainant's authorized signatory via email, which are also part of Annexure P [Ex. CW1/16].

6. I state that the HASH value/s of the electronic/digital record/s attached herewith as Annexure 2, is obtained through the following algorithm:

SHA1:

SHA256:

MD5:

Other _____ (Legally acceptable standard)

7. I confirm that the conditions of the Bharatiya Sakshya Adhinyam, 2023 have been complied with in respect of these documents. In particular, I confirm that:

a. I state that the computer used by me to access the internet is working regularly and in proper order. Moreover, I regularly access the internet on this computer and download various outputs therefrom;



- b. *I further state that I have lawful control over the use of this computer;*
- c. *Downloads from the internet are regularly fed into the computer in the ordinary course of activities;*
- d. *I further state that the computer has been operating properly, and electronic record and its accuracy and contents are not altered in any manner;*
- e. *I submit that the documents were downloaded using the computer which were operating under my lawful control. It is submitted that the said computer is being regularly used to access the World Wide Web (Internet) and transfer images from my mobile phone in the ordinary course of its use.*

Issued by:
Gyandeep Vishwakarma

Dated: 16.04.2026

Time: 2:35 PM"

The aforesaid **Certificate under Section 63(4) of the Bhartiya Sakshya Adhiniyam, 2023**, along with the covering letter dated **16.04.2026** and the Affidavit of Service dated **18.04.2026**, were taken under consideration.

The Ld. Counsel for the Complainant, vide covering letter dated **16.04.2026**, had requested that the matter be taken up for an in-person hearing. To avoid any ambiguity and for the proper adjudication of the matter, the request of in-person hearing was allowed, however, the proceedings were directed to be conducted through **Video Conferencing (VC)** on **25.04.2026** at **3:00 PM**, in accordance



with the applicable rules and regulations of the National Internet Exchange of India (hereinafter referred to as "NIXI").

The Complainant was directed to approach NIXI for making necessary arrangements and seeking extension of requisite facilities to conduct the proceedings through VC on the aforesaid date and time. NIXI was, accordingly, requested to consider such request in accordance with its governing framework.

Matter was fixed **25.04.2026 at 3:00 PM** through **Video Conferencing (VC)**, for consideration of the Certificate under Section 63(4) of the Bhartiya Sakshya Adhiniyam, 2023 filed by the Complainant, and for further orders.

K. ARBITRATION PROCEEDINGS HELD ON 25.04.2026

Ms. Priya Adlakha, Ld. Counsel for the Complainant and Law Officer-NIXI appeared through VC.

Arguments were advanced in length by Ms. Priya Adlakha, Ld. Counsel for the Complainant and Order was reserved.

In the meantime, the Ld. Counsel for the Complainant was directed to file a Written Notice, not exceeding **four (4) pages**, alongwith relevant case laws, in furtherance and supplementation of the oral submissions advanced, on or before **05.05.2026**, with an advance copy to be served upon the Respondent and proof of such service to be placed on record before this Tribunal.

The Ld. Counsel for the Claimant was also directed to file the hard copy of the aforesaid Written Note before this Tribunal.



L. ARBITRATION PROCEEDINGS HELD ON 06.05.2026

Pursuant to the directions passed by this Tribunal in the Order dated 25.04.2026, Written Submissions along with supporting case laws were filed on behalf of the Ld. Counsel for the Complainant on 05.05.2026 at 6:22 PM.

The Original hard copy of the said Written Submissions was also received on 06.05.2026, and the same were taken on record. The contents of the same are mentioned herein below:

“Written Submissions on behalf of the Complainant

Brief submissions on the proceedings:

- 1. The Complainant ‘Hamleys of London Limited’ has filed the present complaint dated 16th February 2026, under the INDPR Policy, seeking recovery and transfer of the impugned domain <Hamleysindia.in>, which was registered by the Respondent ‘Jassy Class’ unauthorizedly, in his favor, in complete violation of the Complainant’s prior statutory as well as common law rights in the trademark ‘HAMLEYS’ internationally as well as in India. Notably, HAMLEYS is the Complainant’s corporate name, trademark, and trading style, as well as domain name.*
- 2. Vide order dated 31st March 2026, the Ld. Arbitrator proceed the Respondent ex-parte. The Complainant has already filed the ex-parte evidence affidavit dated 7th April 2026 of its authorized signatory in support of the complaint and a certificate cum affidavit dated 16th April 2026 under Section 60 of the Bhartiya Sakshya Adhinyam, 2023 to prove the electronic documents. Therefore, the evidence submitted by the Complainant has gone unrebutted.*




3. *At the request of the Complainant's counsel, the Ld. Arbitrator heard the complainant's submissions on the matter in detail and in compliance with the directions of the Ld. Arbitrator, the Complainant is filing the present written submissions.*

Brief submissions on Complainant's IP rights, goodwill and reputation:

4. *The Complainant was incorporated under the laws of the United Kingdom in 1988 [Ex. CW1/2] and is a highly reputed and well-established company engaged in the retail of goods such as toys, apparel, footwear, stationery items, chocolates, and candies and has been in business since as early as the 1760s. It owns the oldest toy shop in the world, which was started 258 years ago by 'Cornishman William Hamley' under the name 'Noah's Ark', in Holborn, London, and was subsequently renamed "HAMLEYS" in honour of its founder in 1937. [Ex. CW1/2].*
5. *Over the course of the last two and a half centuries, the Complainant has evolved into an iconic institution in the toy retail industry and has come to be known for its heritage, quality, and unique retail experience. In 1938, the Complainant was conferred "The Royal Warrant by Queen Mary", reflecting the Complainant's long-standing reputation and royal patronage. [Ex. CW1/2]*
6. *The Complainant retails its merchandise through approximately 170 stores in 18 countries worldwide, which has resulted in the HAMLEYS brand amassing global popularity and repute. In 1994, it was featured in the Guinness Book of Records for being "the largest toy shop in the world." [Ex. CW1/3].*



7. The Complainant is the owner and registered proprietor of the highly distinctive trademarks such as *HAMLEYS*, *Hamleys*, *Hamleys*, *H*

and  (hereinafter collectively referred to as “the Hamleys Trademarks”), which are registered in its favour in multiple classes in almost all major jurisdictions and countries of the world (names of those countries are mentioned in paragraph 6 of the evidence affidavit), whereas, the earliest registration dates to 16th June 1976, in Switzerland. [Ex. CW1/4]. It is also the owner of copyright in the underlying artistic work in these logos.

8. The Complainant owns the top-level generic domain “hamleys.com” on 14th April 1996 and since then has been operating a website on it, which is accessible globally, including in India. [Ex. CW1/5 “colly”].

9. The Complainant has been operating under the name ‘HAMLEYS’ in the Indian market since 2010 [Ex. CW1/7] and since then operating its official website www.hamleys.in (domain registered on 13th February 2007). The said website provides information about the Complainant’s brand, its global presence, physical store locations in India, and serves as an e-commerce platform. [Ex. CW1/6 “colly”]. Though the Complainant’s domain is <hamleys.in>, its website’s Display Name is “Hamleys India.”

10. The Complainant is the registered proprietor of the Hamleys Trademarks in India since 2005, which are valid and subsisting as of date. Details thereof are provided in paragraph 9 of the evidence affidavit. [Ex. CW1/8 “colly”]

11. The Complainant’s growth, goodwill and reputation in the Indian market is evident from the fact that from the opening of 1 store in 2010, it opened 100+



stores in over 36 Indian cities. Following its acquisition by Reliance Brands Limited in May 2019, the Indian presence of the brand has significantly expanded, and India has emerged as one of the biggest markets for the Complainant. The Complainant has invested substantially in developing and maintaining its brand identity in India. [Ex. CW1/9 “colly”].

12. The Hamleys Trademarks are prominently displayed on the Complainant’s storefronts, employee uniforms, banners/signboards, packaging material, shopping bags, and serve as strong source indicators for the Complainant’s offerings. [Ex. CW1/10 “colly”]. In addition to the Complainant’s stores and websites, its goods bearing the **Hamleys Trademarks** are also available for purchase on several major e-commerce and quick commerce platforms, such as Ajio, Amazon, Blinkit, JioMart, and Zepto, which are visited by millions of customers on a day-to-day basis. [Ex. CW1/11 “colly”].


13. The Complainant has a strong social media presence on all prominent platforms such as **Facebook, Instagram, X (formerly Twitter), and YouTube**, where its **Hamleys Trademarks** are prominently and regularly displayed. Notably, the Complainant operates its social media accounts dedicated to the Indian customers under the name “**Hamleys India**”. **Hamleys Trademarks** have also been featured on several reputed third-party publications with wide audiences/readerships, thereby further strengthening the overall impression of the subject trademark in the minds of the public. [Ex. CW1/12 “colly” and CW1/13 “colly”].

14. As a result of the above and its high-quality goods and services rendered/ marketed by the Complainant under the **Hamleys Trademarks**, the same has resulted in a strong association in the mind of the general public of the trademark and the quality of excellence they represent with the



*Complainant alone. By virtue of its long, continuous, uninterrupted, and extensive use of more than 258 years, the **Hamleys Trademarks** have become highly distinctive and associated by the general public and trade exclusively with the Complainant and no one else. Thus, the Complainant's **Hamleys Trademarks** fulfil the criteria of being well-known trademarks within the meaning of provisions of Sections 2(1) (zg) and Section 11(6) of the Trade Marks Act, 1999.*

Brief submissions about the disputed domain name:

15. *The disputed domain name <hamleysindia.in> was registered by the Respondent on 1st January 2026, without any authorization or consent of the Complainant. Not only the Respondent registered the impugned domain, but it also hosted a fraudulent website on it, impersonating the Complainant by misusing its distinctive registered trademark . The website claimed that it is sponsored by other well-known celebrities and brands, to lend credibility to its operations. The fact that the website is fraudulent is evident from the fact that it does not provide information about any legal entity operating the said business. [Ex. CW1/14 and CW1/15]*

16. *Starting from 27th January 2026, the Complainant received complaints from the faculty of Symbiosis Institute of Design, Pune, that its students received internships from <https://hamleysindia.in/>, based on forged and fabricated offer letters carrying **Hamleys Trademarks**. In fact, one of their students was detained by the Bengaluru Police, as these numbers were reportedly being used in financial and cyber-fraud activities. Similar complaints were also received in respect of a fraudulent child modelling scheme being operated by the Respondent on the impugned website. [Ex. CW1/16 "colly"]*



Legal submissions:

17. The impugned domain <hamleysindia.in> completely subsuming the Complainant's registered trademark 'HAMLEYS', which constitutes infringement. The addition of the word "India" after "Hamleys", which is a geographical suffix to a trademark, is of no consequences, for the reasons (a) that the Complainant uses 'Hamleys India' as its website display name and social media accounts, such use amounts to passing off; (b) the Complainant has a global presence, therefore, use of "India" with its name "Hamleys" indicates its Indian subdivision and in connection with its goods/services available in India; and (c) the Complainant's mark 'HAMLEYS' is unique and highly distinctive that any prefix or suffix with 'HAMLEYS' will not make any distinction and would be bound to cause confusion and deception among the general public and trade about its origin and cause confusion about its association with the Complainant. Reliance is placed upon *Ruston & Hornsby Ltd. vs. Zamidara Engineering MANU/SC/0304/1969* (Para 7 and 8) and *Honda Motor Company Limited v. Lokita Enterprises WIPO Domain Decision D2003-0507*

18. The registration of the impugned domain <hamleysindia.in> as well as use of the marks 'Hamleys India' and *Hamleys* by the Respondent is unauthorized, misleading, and clearly aimed at accruing illegitimate gains at the behest of the Complainant, all while hoodwinking unsuspecting parents/children into falsely believing that the Respondent's activities are approved/endorsed by the Complainant, when factually, that is not the case. By registering the impugned domain, the Registrant has clearly attempted to divert the internet user to its fraudulent website by causing confusion and deception of its affiliation, association and sponsorship by the Complainant.



The use of the Complainant's registered trademark 'HAMLEYS' as part of a impugned domain name <hamleysindia.in> for carrying out illegal, monetary scams and unlawful activities are against the scheme of trademark laws.

19. Hence, the Respondent cannot claim to have any "legitimate interest" in the impugned domain, as the same is registered in bad faith, as provided under paragraph 7 of the INDRP Policy. Reliance is placed upon *Sumitomo Dainippon Pharma Ltd. v. John James WIPO Domain Decision D2020-3319*; *CK Franchising Inc. v. Withheld For privacy purpose WIPO Domain Decision D2021-2820*; *Black Bull Group Ltd. v. Privacy Service provided by Withheld WIPO Domain Decision D2022-1306*; and *PUIG France S.A.S v. Ernesto Castaneda, me tienda WIPO Domain Decision D2024-3798*.

20. The Complainant has satisfied all the parameters required under paragraph 4 of the INDRP i.e., (a) the Respondent's domain name is identical to a name, trademark/ trade name in which the Complainant has rights. (b) the Respondent has no rights or legitimate interests in respect of the domain name; and (c) that the disputed domain name has been registered and used in bad faith. The Respondent has registered the disputed domain name solely to mislead consumers by misappropriating the Complainant's trademark **Hamleys**.

21. The Respondent has failed to discharge its onus to prove that the registration of the disputed domain name was registered in good faith and did not violate the Complainant's registered rights in its **Hamleys Trademarks**, and prove its legitimate rights.

22. In light of the above, the present complaint may pleased be allowed and the .IN Registry of NIXI be directed to transfer the disputed domain name of the Respondent <Hamleysindia.in> as provided under paragraph 10 of the



INDRP policy. The Complainant also prays for the costs of the present proceedings be awarded in its favour.

*Priya Adlakha, Advocate
(Enroll. No. D/2663/2010
Counsel for the Complainant
Fidus Law Chambers”*

AFFIDAVIT OF SERVICE OF THE INDRP COMPLAINT

I, Priya Adlokha, aged about 38 years, C/o. Fidus Law Chambers, F-12 Sector-8, Noida- 201031, U.P., (presently at New Delhi) do hereby solemnly affirm and declare as under:

- 1. That I am one of the counsels for the Complainant in the above-named matter and am competent to swear to the present affidavit.*
- 2. I say that pursuant to the order dated 25th April 2026, we have filed our written submission along with relevant case laws, in furtherance and supplementation of the oral submission advanced during the hearing scheduled on 25th April 2026.*
- 3. I say that since the address of the Respondent/Domain Registrant (as provided to us by NIXI) is incomplete, therefore it was not possible to service the hard copy via post/courier. Hence, we have served an advance copy of the complete written submission along with relevant case laws to the Respondent/Domain Registrant via email delivery log showcasing successful delivery is annexed and marked as Exhibit A “Colly” with this Affidavit.*
- 4. I say that we also sent a hard copy of the complete written submission along with relevant case laws to this Tribunal. A copy of the courier Air Way Bill is*



annexed and marked as Exhibit B with this Affidavit. The tracking details are not yet issued.

DEPONENT

VERIFICATION

Verified at New Delhi on this 05th day of March 2026 that the contents of my affidavit are true and correct and that no part of it is false and nothing material has been concealed therefrom.

DEPONENT

It was noted that the matter was already heard at length and the Order was reserved on **25.04.2026** after hearing the Ld. Counsel for the Complainant.

In view thereof, the Order shall be pronounced on **11.05.2026** at **5:00 pm**.

M. FINDINGS AND ORDER/AWARD

It is observed by this Tribunal that the allegations of the Complainant for the impugned domain name '*hamleyindia.in*' stand proved as the Complainant has successfully proved all the adduced Evidences.

This Tribunal finds force in the submissions and arguments advanced by Ms. Priya Adlakha, Ld. Counsel for the Complainant, on **25.04.2026** and accordingly, the Written Submissions filed, are considered.

On the strength of the Evidences and the Written Submissions, this Tribunal finds that the impugned domain name is not only statutorily protected in terms of the **Section 17 of the Trade Marks Act, 1999**, but also has its own cosmopolitan



presence with specific non-generic recognition, not restricted to India but also all around the world.

This Tribunal is also of an opinion that the impugned domain name is a trade mark backed domain name and it has also been infringed in terms of **Section 29 of the Trade Marks Act, 1999** besides its infringement in terms of **INDRP Rules**.

This Tribunal is also of the considered opinion that the impugned domain name in question, is not only identical but also confusingly similar to the trade mark of the Complainant, to which the Complainant has an exclusive statutory right as well as the common law right, therefore to the opinion of this Tribunal, the Respondent is ineligible for any rights/interests in the impugned domain name. The Respondent is also using, fraudulently, the impugned domain name, therefore, the element of being used in "*bad faith*", also stands satisfied.

Concludingly, this Tribunal is of a view that, in the impugned domain name, the Respondent has no legitimate interest and right, impugned domain name is confusingly similar to the trade mark of the Complainant and it is being used by the Respondent in "*bad faith*".

Furthermore, even after giving sufficient opportunity, the Respondent has failed to put his defence before this Tribunal. Accordingly, this Tribunal reaches to a conclusive finding that the impugned domain name '*hamleyindia.in*', exclusively belongs to the Complainant and is used fraudulently by the Respondent, for which, in the opinion of this Tribunal, the Complainant is entitled for heavy damages even though not prayed by the Complainant, and as such passes the following Orders-



- a. It is ordered that the Complainant has an exclusive right/interest in the domain name '*hamleyindia.in*' and the Respondent has no right/interest in the domain name '*hamleyindia.in*'.
- b. In view thereof, it is directed that the domain name '*hamleyindia.in*' is ordered to be transferred in favour of the Complainant, as a result, the Respondent, his agents, servants, dealers, distributors and any other person(s) acting for and on its behalf are permanently restrained from using the domain name '*hamleyindia.in*' or any other deceptively similar mark or domain name, which may amount to infringement of the Complainant's mark, domain name or any other identity and also from doing any other thing which is likely to create confusion and deception with the goods/services or any activity of the Respondent for any connection with the Complainant.
- c. The Complaint is allowed in the above terms.
- d. Cost of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** is imposed upon the Respondent in favour of the Complainant, be paid by the Respondent to the Complainant, within **thirty (30) days** from today.
- e. National Internet Exchange of India (NIXI) is directed to, immediately, take incidental or ancillary actions involved in the transfer of the domain name, as directed.




(DR. PANKAJ GARG)
SOLE ARBITRATOR

PLACE: NEW DELHI
DATE: 13.05.2026