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BEFORE THE NATIONAL INTERNET EXCHANGE OF INDIA

Adv. SUNIL V. MOHAMMED BA., LL.B.
(Sole Arbitrator)

AWARD

Dated 19th January, 2026

Venue: New Delhi, India



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Adv. SUNIL V. MOHAMMED BA., LL.B.
(Sole Arbitrator)



**In the matter of Arbitration under the .IN Domain Name Dispute
Resolution Policy; The INDRP Rules and Procedure and
The Arbitration and Conciliation Act, 1996**

INDRP CASE No. 2035

Between

Complainant:

Airbus S.A.S
2 Round-Point Emile Dewoitine
31700 Blagnac, France

And

Respondent

Sri Dhanalaxmi Overseas Pvt Ltd
www.dhanalaxmioverseas.in/india
Plot No 588, Teachers Colony,
B.N. Reddy Nagar, Hyderabad
Telangana 500070, India

Disputed Domain Name : "http://www.airbuss.in"
Seat of Arbitration : Office of the NIXI at Delhi, India.
**Date of commencement
of Arbitration Proceeding** : 4th September, 2025



1. The Parties to the Arbitration:

1.1 The Complainant in this Arbitration Proceeding is **Airbus S.A.S**, having its registered office at 2 Round-Point, Emile Dewoitine, 31700 Blagnac, France, represented by Alejandro Fernandez, CSC Digital Brand Services Group AB, Sveavagen 9, 10th Floor, 111 57 Stockholm, Sweden (Email: *udrp@cscglobal.com*) through **Annexure A** Letter of Authorization.

1.2 The Respondent in the proceedings is **Sri Dhanalaxmi Overseas Pvt Ltd.**, www.dhanalaxmioverseas.in/india with address at Plot No 588, Teachers Colony, B.N. Reddy Nagar, Hyderabad, Telangana-500070, India, (Email: *kathujuashok@gmail.com*) as per the details publically available in the WHOIS database (**Annexure B**) maintained by the National Internet Exchange of India (hereinafter referred to as NIXI).

2. Applicable Law and Jurisdiction:

2.1 The present Dispute Resolution Process is in accordance with Policy No. 5 of the .IN Domain Name Dispute Resolution Policy (hereinafter referred to as the **.IN Policy**) and .IN Domain Name Dispute Resolution Rules of Procedure (hereinafter referred to as the **INDRP Rules of Procedure**), based on the Arbitration and Conciliation Act, 1996 as amended from time to time, adopted by the NIXI and sets forth the legal framework for resolution of disputes between a Domain Name Registrant and a Complainant arising out of the registration and use of an .IN Domain Name.

2.2 By registering the disputed Domain Name with the NIXI accredited Registrar, the Respondent has agreed to the resolution of disputes under the policy and Rules framed there under (See Policy No. 15 and 16 of the .IN Policy and Rule 13 (a) INDRP Rules of Procedure).

3. The Domain Name and Registrar:

3.1 The disputed Domain Name "**www.airbuss.in**" was registered on 25th July, 2024 with GoDaddy.com, LLC, 14455, North Hayden Rd, Suite 219, Scottsdale AZ 85260, US.



3.2 The particulars of the registration of Domain Name as found in the .IN Registry database are as follows:

DNS Form	airbuss.in
User Form	airbuss.in
ROID	DFEB049883DC546098999BB6CAA895968- IN
Registrar Name	godaddy-GoDaddy
IANA ID	146
Create Date	2024-07-25T19:38
Expiry Date	2027-07-25T19:38
Last Updated Date	2025-07-29T11:48
EPP Status	ServerRenewProhibited/serverTransferProhibit ed/clientRenewProhibited/serverDeleteProhibit ed/clientDeleteProhibited/clientUpdateProhibit ed/serverUpdateProhibited/clientTransferProhi bited
Domain Status	Registered
Assigned Nameservers	ns60.domaincontrol.com ns59.domaincontrol.com
Registrar IANA ID 146	Registrar IANA ID 146
Registrant Contact	C38D083A5BE12410D9BAF3B89552617D7- IN
Registrant Create Date	2024-07-25T19:38
Email	kathujuashok@gmail.com
Phone	+91.8919218102
International Postal Name	Sri Dhanalaxmi Overseas pvt ltd www.dhanalaxmioverseas.in
International Postal Organization	India
International Postal Street Line 1	Plot No 588, Teachers colony B.N.Reddy Nagar
International Postal City	Hyderabad
International Postal State	Telangana
International Postal Postcode/Zip Code	500070
International Postal Country	IN
Local Postal Country	INDIA
Registered Registrar Name	Godaddy-GoDaddy



4. Procedural History

4.1 The Sole Arbitrator, Adv. Sunil V. Mohammed was appointed on 4th September, 2025, in the above INDRP case to resolve the domain dispute raised in the Complaint dated 15th August, 2025, in accordance with Rule 2(a) and 4(a) of the INDRP Rules of Procedure.

4.2 After obtaining the Statement of Acceptance and Declaration of Impartiality of Independence of the Sole Arbitrator, the NIXI has forwarded the amended complaint along with **Annexures A to K**.

4.3 Accordingly, on 08th September, 2025, the Tribunal issued Notice under Rule 5(c) of the INDRP Rules of Procedure to the Respondent through e-mail and the Complainant was directed to serve copies of the domain complaint along with complete set of documents in soft copies as well as in physical via courier or post to the Respondent registrant at the address provided in the WHOIS details of the domain, in compliance of Rule 2 and 3(d) of the INDRP Rules of Procedure and to furnish proof of such service and delivery. In the said Notice, the Respondent was directed to file Reply to the Domain Complaint within 15 days.

4.4 Hence, vide e-mail dated 11.02.2025, the Respondent acknowledged the receipt of the Notice confirming not to contest the dispute and thus submitting the voluntary consent to transfer the domain name "**airbuss.in**" to the Complainant.

4.5 Thereafter, vide e-mail dated 07.10.2025, the Counsel for the Complainant had informed that copies of the complaint and Annexures have not been sent to the Respondent in view of the e-mail dated 11.02.2025. Therefore, the compliance of Rule 3(d) of the INDRP Rules of Procedure was not insisted.

4.6 In furtherance, the Counsel for the Complainant had also intimated vide e-mail dated 07.11.2025 that the Complainant is agreeable for settlement if the Respondent agrees to transfer the domain name without any compensation.

4.7 Thus, vide email dated 8th January, 2026 Tribunal informed the parties that going by Rule 21 of the INDRP Rules of Procedure, in the event, after initiation or during the pendency of the proceeding, the parties agree to settle the dispute, they shall inform the resolution so reached to this Tribunal, where



after this Tribunal shall terminate the proceeding by passing an Award by recording the terms of settlement arrived at between the parties.

4.8 Consequently, vide email dated 9th January, 2026; the Counsel for the Complainant forwarded the Settlement Form dated 26th December, 2025 submitted by the parties as per Rule 21 of the INDRP Rules of Procedure.

4.9 The Award in the matter ought to have been passed within 60 days from the date of handover. However, due to the aforementioned reasons, the said time limit could not be followed. That apart, further time was necessitated due to health issues of the Arbitrator and consequent bed rest.

5. Grounds urged for the Administrative Proceedings:

5.1 The disputed domain name is identically and/or confusingly similar to Complainant's domain name/trademark or service marks in which Complainant has rights.

5.2 The Registrant has no rights or legitimate interests in respect of the domain name.

5.3 The Registrant's domain name has been registered or is being used in Bad faith.

6. Complainant's Contentions:

6.1 The Complainant submits that 'Airbus' is an international reference in the aerospace sector and has designed manufactured and delivered industry-leading commercial aircraft, helicopters, military transports, satellites and launch vehicles for over 50 years (**Annexure H-1**). According to the Complainant, its history dates back to the formation of the Airbus Industries GIE consortium in 1970 and it has a wide global presence, through roughly 180 locations across Europe, the Americas, Africa and Middle East and Asia.

6.2 Thus, the Complainant contends maintaining a strong internet presence, communicating with its range of customers through its primary domain name <airbus.com>, registered since 23rd May, 1995. It is also the case of the Complainant that its large domain name portfolio also includes the domain names <airbus.in>, which it gained control of in April, 2017, and



<*airbus.co.in*>, which it acquired in March, 2014. The Complainant would content further that according to SimilarWeb.com, its website at its primary domain name <*airbus.com*> received 2.4 million individual visits in April, 2025 alone, making it the 14,778th most popular website worldwide, and the 3,956th in Germany (**Annexure H and Annexure I**).

6.3 The Complainant by providing appropriate details like printouts (**Annexure E**) from the trademark databases of Controller General of Patents Design & Trade Marks of the Government of India (IP India), World Intellectual Property Office (WIPO) and the United States Patents & Trademarks Office (USPTO), substantiated that **Airbus S.A.S** is the owner of trademark registrations across various jurisdictions and it has spent considerable amounts protecting its IP rights.

6.4 According to the Complainant, it is the registered proprietor of the trademark **AIRBUS** in India under the following trademark registrations, registered with IP India and WIPO (**Annexure E-1**), respectively:

Trade Mark	Application/Reg. No.	Date of Application/Registration	Country & Classes
AIRBUS	3040608	18.06.2014	IN - 03, 04, 06, 07, 08, 09, 11, 12, 13, 14, 16, 17, 18, 19, 21, 24, 25, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45
AIRBUS	1247403	18.06.2014	WO - 03, 04, 06, 07, 08, 09, 11, 12, 13, 14, 16, 17, 18, 19, 21, 24, 25, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45

6.5 By relying on **Annexure E-2**, the Complainant points out further that, apart from India, it is the prior registered proprietor of the trademark **AIRBUS** in the following countries:



Trade Mark	Application/Reg. No.	Date of Application/Registration	Country & Classes
AIRBUS	1112012	24.06.2011	WO - 03, 06, 07, 08, 09, 12, 13, 14, 16, 17, 18, 21, 24, 25, 28, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45
AIRBUS	1111794	24.06.2011	WO - 03, 06, 07, 08, 09, 12, 13, 14, 16, 17, 18, 21, 24, 25, 28, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45
AIRBUS	4385892	24.06.2011/ 20.08.2013	US - 03, 06, 09, 12, 14, 16, 17, 18, 21, 24, 25, 28, 35, 36, 37, 38, 39, 41, 42

6.6 The Complainant through **Annexure C and Annexure G** print outs of WHOIS records and a screenshot of its website at <airbus.com> contended that it owns multiple domain names containing the **AIRBUS** trademark worldwide, under numerous TLDs, amongst others:

Domain Name	Registration Date
airbus.com	23.05.1995
airbus.in	21.07.2014
airbus.co.in	03.10.2011

6.7 According to the Complainant, the Respondent does not have any rights or legitimate interest in the disputed domain name. The Complainant placing reliance on various decisions would suggest that the very use of an identical domain name by someone with no connection with the Complainant suggests opportunistic bad faith.



6.8 The Complainant would also contend that through **Annexure K-1** cease and desist letter dated 15th January, 2025, it cautioned the Respondent about the unauthorized use of its **AIRBUS** trademark within the disputed domain name and sought to transfer the same voluntarily. But the Respondent replied to the same by stating that its domain name is distinct and the business is unrelated to the Complainant and if the Complainant insists to transfer the disputed domain name, it shall upon compensation to cover the development costs.

6.9 Accordingly, the Complainant sought to transfer to the Complainant the Respondent's domain name under the .IN Policy as it is identical, deceptive and confusingly similar and used in bad faith, to protect its rights and legitimate business.

7. Respondent's Contentions:

7.1 In response to the Notice to the Respondent under Rule 5(c) of INDRP Rules of Procedures, the Respondent confirmed its willingness to not contest the dispute and transfer the domain name to the Complainant through appropriate order from the Tribunal.

7.2 Therefore, as per Rule 21(a) of the INDRP Rules of Procedure a Settlement Form between the parties to the dispute was submitted to the Tribunal on 9th January, 2026.

8. Discussions and Findings:

8.1 The Tribunal framed the following issues for consideration:

(i) Whether the Respondent's Domain name is identical and/or deceptively similar to domain name and trademarks of the Complainant?

(ii) Whether the Respondent has any rights or legitimate interests in respect of the domain name?

(iii) Whether the Respondent's domain name was registered or is being used in absolute bad faith?

(iv) Reliefs and cost.



8.2 As the parties to the Arbitration agreed to resolve the dispute, after initiation and during the pendency of the proceedings, they sought the Tribunal to pass an Award recording the settlement. In view of the said submission made by both parties as to the amicable settlement of the domain dispute, the Tribunal is not expected to answer the above issues framed.

8.3 As per **Rule 21(a) of the INDRP Rules of Procedure**, in the event, after initiation or during the pendency of the proceeding, the parties agree to settle the dispute, they shall inform the resolution so reached to the Tribunal, where after the Tribunal shall terminate the proceeding by passing an Award by recording terms of agreement arrived at between the parties.

8.4 Infact, during the pendency of the proceeding before the Tribunal, there were exchange of email communications between the parties venturing settlement of the domain dispute. The Respondent upon receipt of the Notice under Rule 5(c) of the INDRP Rules of Procedure through e-mail dated 11th September, 2025 has specifically stated that: *"We hereby confirm that we do not wish to contest the Complaint. We voluntarily consent to the transfer of the domain name 'airbuss.in' to the Complainant, Airbus S.A.S. We respectfully request you to pass the appropriate order for transfer of the domain name in favor of the Complainant."*

8.5 Further, the Counsel for the Complainant as per e-mail dated 7th September, 2025 intimated that: *"The Respondent has reached out to us once again, agreeing to transfer the domain name to us, however, our client has not reverted with an agreement to settle."*

Along with the said e-mail, an e-mail dated 4th September, 2025 of the Respondent was also attached, which states as follows:

"I am writing to request guidance on the process of transferring my domain. I purchased the domain through GoDaddy some time ago, and I have not received any updates or communication regarding this matter.

Could you please provide me with the necessary steps to initiate the domain transfer? If possible, I would appreciate scheduling a virtual meeting to discuss this further and ensure a smooth transfer process."



Simultaneously, the Counsel for the Complainant had also intimated vide e-mail dated 7th September, 2025 that the Complainant is agreeable for settlement if the Respondent agrees to transfer the domain name without any compensation.

8.6 In such circumstances, the Tribunal directed the parties as per e-mail dated 8th January, 2026 to comply with requirement under Rule 21(a) of the INDRP Rules of Procedure to place the terms of agreement arrived at between the parties to terminate the proceeding by passing an Award. Accordingly, by e-mail dated 9th January, 2026, the Respondent forwarded the Settlement Form dated 26th December, 2025 submitted by the parties to the Arbitration. The said Settlement Form is annexed as part of this Award.

8.7 Consequently, needless to address the issues framed, the Tribunal thus recorded the terms agreed between the parties regarding the settlement of disputed domain name '*airbuss.in*' in the Settlement Form and the domain compliant is terminated accordingly.

Decision

*The Tribunal, hereby terminate the Domain Complaint in terms of the Settlement Form 26th December, 2025, executed by the parties on the disputed domain name '*airbuss.in*' and an Award is passed accordingly recording the terms of settlement therein. The NIXI is to transfer the registration of the Domain Name in dispute '*airbuss.in*' to the Complainant. The Complainant shall also be at liberty to contact NIXI for implementation of the agreed terms of the Settlement Form dated 26th December, 2025. No order as to costs.*

9. Dispositions

9.1 The Domain Complaint is terminated in the light of the terms of settlement arrived at between the parties in the Settlement Form dated 26th December, 2025.

Dated this the 19th January, 2025

Adv. SUNIL V. MOHAMMED
(Sole Arbitrator)

