

**BEFORE THE SOLE ARBITRATOR
MR. PRAVEEN KUMAR JAIN, ADVOCATE
INDRP CASE NO. 2055**

In the arbitration between:

Rillius Holding Limited

Spyrou Kyprianou, 120, 3rd Floor

Mesa Geitonia, 4004

Limassol, Cyprus

Email: info@MandPIndia.com

...Complainant

and

Ian Chris Julio Esther (Porthote Ltd)

Suite 3, 1st Floor, La Ciotat Building

Mont Fleuri, Mahe

Seychelles – SS92SA

Email: porthoteltd@gmail.com

...Respondent

Disputed Domain Name: <parimatch.biz.in>

Date of Complainant: December 20, 2025

ARBITRAL AWARD DATED 30-04-2026

A. INTRODUCTION:

1. The present arbitration arises from a domain name dispute initiated by the Complainant under the .IN Domain Name Dispute Resolution Policy (INDRP) adopted by the National Internet Exchange of India (NIXI).



2. The Complainant has filed the present Complaint seeking adjudication of the domain name <parimatch.biz.in>, which it alleges has been registered and used by the Respondent in a manner that violates the provisions of the INDRP Policy.
3. The Complainant contends that the disputed domain name incorporates its well-known trademark PARIMATCH in its entirety and has been registered and used by the Respondent without authorization and in bad faith.
4. Accordingly, the Complainant seeks relief under Paragraph 4(i) of the INDRP Policy in the form of cancellation or, in the alternative, transfer of the disputed domain name in its favour.
5. The present proceedings are governed by:
 - a. the .IN Domain Name Dispute Resolution Policy (INDRP Policy);
 - b. the INDRP Rules of Procedure; and
 - c. the applicable provisions of the Arbitration and Conciliation Act, 1996, as amended up to date.
6. The role of this Tribunal is to determine whether the Complainant has established the three cumulative requirements under Paragraph 4(a) of the INDRP Policy, namely:



- a. that the disputed domain name is identical and/ or confusingly similar to a name, trademark or service mark etc. in which the Complainant has rights; and
 - b. that the Respondent has no rights or legitimate interests in respect of the domain name; and
 - c. that the Registrant's domain name has been registered or is being used in bad faith or for illegal/ unlawful purpose.
7. The Tribunal has carefully reviewed the pleadings, annexures, procedural communications, and other material placed on record before rendering the present Award.

B. THE PARTIES:

I. The Complainant:

- i. The Complainant in the present proceedings is Rillius Holding Limited, a company incorporated under the laws of Cyprus.
- ii. The Complainant has its registered office at: Spyrou Kyprianou, 120, 3rd Floor Mesa Geitonia 4004 Limassol Cyprus.
- iii. The Complainant is engaged in the business of providing online betting, gaming, and related entertainment services under the trademark PARIMATCH.



- iv. The Complainant asserts that it has developed substantial goodwill and reputation in the PARIMATCH mark through extensive use of the mark across multiple jurisdictions and through its online platforms.
- v. The Complainant is represented in the present proceedings through its authorised representatives M&P IP Protectors, Ahmedabad, India.

II. The Respondent:

- i. The Respondent is Ian Chris Julio Esther (Porthote Ltd).
- ii. The address of the Respondent, as reflected in the WHOIS records of the disputed domain name, is: Suite 3, 1st Floor La Ciotat Building Mont Fleuri Mahe, Seychelles – SS92SA.
- iii. The Respondent has not entered appearance in the present proceedings and has not filed any response to the Complaint.

C. PROCEDURAL HISTORY:

I. Filing of the Complaint:

- i. The present dispute was initiated when the Complainant filed a Complaint under the INDRP Policy seeking cancellation or transfer of the disputed domain name <parimatch.biz.in>.



- ii. The Complaint was filed before the National Internet Exchange of India (NIXI), which administers domain name disputes concerning .in domain names.
- iii. Upon receipt of the Complaint, the Registry undertook preliminary administrative review of the Complaint in accordance with the INDRP Rules.

II. Appointment of the Sole Arbitrator:

- i. The Registry thereafter, *vide* email dated 10-10-2025, contacted the undersigned seeking consent to act as the Independent Sole Arbitrator for adjudication of the present dispute.
- ii. *Vide* email dated 12-10-2025, the undersigned conveyed acceptance of the appointment and furnished the Statement of Acceptance and Declaration of Impartiality and Independence dated 12-10-2025, as required under Section 12 of the Arbitration and Conciliation Act, 1996.
- iii. Upon receipt of the said declaration, the Registry, *vide* its email dt. 17-11-2025, formally appointed the undersigned as the Sole Arbitrator for adjudication of the present dispute.

III. Preliminary Scrutiny of the Complaint:

- i. Upon receipt of the case file, the Tribunal undertook a preliminary examination of the Complaint and accompanying documents.



- ii. During such examination, certain procedural deficiencies were noticed in the Complaint.
- iii. Accordingly, the Tribunal issued a Procedural Order dated 19-12-2025 directing the Complainant to place on record the following documents:
 - a. a duly signed and dated Complaint;
 - b. a copy of the Certificate of Incorporation of the Complainant;
 - c. a duly notarised or apostilled Power of Attorney authorising the representative filing the Complaint; and
 - d. relevant corporate authorisation documents.
- iv. These directions were issued in order to ensure that the Complaint had been properly instituted by a duly authorised representative of the Complainant.

IV. Compliance with Procedural Directions:

- i. The Complainant subsequently submitted the documents required under the aforesaid Procedural Order.
- ii. The documents filed included:
 - a. the duly signed Complaint;



- b. corporate documents relating to the Complainant;
 - c. the Power of Attorney executed in favour of the authorised representative; and
 - d. supporting authorisation documents.
- iii. The Tribunal has perused these documents and is satisfied that the Complaint has been validly instituted through a duly authorised representative of the Complainant.

V. Notice to the Parties:

- i. Thereafter, the Tribunal issued a Notice under Rule 5(C) of the INDRP Rules of Procedure on 01-01-2026.
- ii. The said Notice directed the Complainant to serve the complete set of the Complaint along with annexures upon the Respondent at the address reflected in the WHOIS records of the disputed domain name.
- iii. The Respondent was also directed to file a written Response within 10 days from the date of receipt of the complaint by way of email or Registered/ Speed Post or International Courier Services, whichever was earlier.



- iv. The Notice further stated that in the event of failure to file a Response within the stipulated time, the matter may proceed *ex parte* on the basis of the material available on record.

VI. Service of Complaint:

- i. The Complainant subsequently submitted proof of service of the Complaint upon the Respondent.
- ii. The Complaint and annexures were served upon the Respondent through:
- a. electronic mail; and
- b. dispatch of a physical copy through postal service.
- iii. The documentary material placed on record indicates that the Complaint was successfully delivered to the Respondent.
- iv. In terms of the INDRP Rules, service of the Complaint is therefore deemed to have been duly effected upon the Respondent.

VII. Respondent's Non-Participation:

- i. Despite service of the Complaint and adequate opportunity to file a Response, the Respondent failed to file any Response within the time prescribed.



- ii. The Respondent has also not sought any extension of time nor communicated any defence to the Tribunal.
- iii. Consequently, by Procedural Order dated 09-02-2026, it was recorded that the Respondent had chosen not to participate in the proceedings.
- iv. The Tribunal therefore proceeds to decide the present dispute *ex parte*, based on the pleadings and documentary evidence available on record and issues framed *vide* its order dt. 09-02-2026.

D. FACTUAL BACKGROUND:

- i. The Complainant asserts that it is the proprietor of the trademark PARIMATCH, which is used in connection with betting, gaming, and related online entertainment services.
- ii. The Complainant has placed on record evidence demonstrating that it owns multiple trademark registrations and applications relating to the mark PARIMATCH in India as well as in numerous other jurisdictions.
- iii. The Complainant submits that through extensive commercial use and promotion of its services, the mark PARIMATCH has acquired significant goodwill and reputation among consumers in the field of online betting and gaming services.



- iv. The disputed domain name <parimatch.biz.in> was registered on 24-07-2024.
- v. According to the material placed on record, the disputed domain name resolves to a website displaying PARIMATCH branding and offering services relating to betting and gaming.
- vi. Screenshots placed on record indicate that the website prominently features the word PARIMATCH and promotes betting-related services.
- vii. The Complainant asserts that the Respondent is using the disputed domain name to create the false impression that the website is associated with or authorised by the Complainant.
- viii. The Complainant further asserts that it has never authorised the Respondent to use its trademark or to register any domain name incorporating the mark PARIMATCH.

E. COMPLAINANT'S CONTENTIONS:

- i. The Complainant submits that the disputed domain name is identical or confusingly similar to its trademark PARIMATCH.
- ii. The Complainant contends that the Respondent has merely reproduced the Complainant's trademark in its entirety within the disputed domain name.



- iii. The Complainant further submits that the addition of the suffix “.biz.in” does not create any distinguishing feature capable of differentiating the disputed domain name from the Complainant’s trademark.
- iv. It is further contended that the Respondent has no rights or legitimate interests in the disputed domain name.
- v. According to the Complainant:
 - a. the Respondent has not been authorised to use the mark PARIMATCH;
 - b. the Respondent is not commonly known by the name PARIMATCH; and
 - c. the Respondent is not making any legitimate or *bona fide* use of the domain name.
- vi. The Complainant also alleges that the disputed domain name has been registered and used in bad faith.
- vii. According to the Complainant, the Respondent registered the disputed domain name with knowledge of the Complainant’s trademark and is using it to attract internet users by creating confusion regarding affiliation with the Complainant.
- viii. The Complainant submits that such conduct constitutes bad faith registration and use within the meaning of the INDRP Policy.



F. RESPONDENT'S POSITION:

- i. Despite service of the Complaint and adequate opportunity to respond, the Respondent has not filed any Response.
- ii. The Respondent has neither disputed the Complainant's trademark rights nor provided any explanation for the registration and use of the disputed domain name.
- iii. The Tribunal notes that where a respondent fails to participate in the proceedings, the dispute may be decided on the basis of the material placed on record by the complainant.
- iv. However, even in an *ex parte* proceeding, the Complainant must still establish each element required under Paragraph 4(a) of the INDRP Policy.

G. ISSUES FOR DETERMINATION:

- i. In light of the pleadings and the material placed on record, the following issues arise for determination:

Issue No. 1: Confusing Similarity

Whether the disputed domain name <parimatch.biz.in> is identical or confusingly similar to the trademark PARIMATCH in which the Complainant has rights, within the meaning of Clause 4(a) of the .IN Domain Name Dispute Resolution Policy?



Issue No. 2: Rights or Legitimate Interests

Whether the Respondent has any rights or legitimate interests in respect of the disputed domain name <parimatch.biz.in>, within the meaning of Clauses 4(b) and 6 of the .IN Domain Name Dispute Resolution Policy?

Issue No. 3: Registration and Use in Bad Faith

Whether the disputed domain name <parimatch.biz.in> has been registered and/or is being used by the Respondent in bad faith or for illegal/ unlawful purposes, within the meaning of Clauses 4(c) and 7 of the .IN Domain Name Dispute Resolution Policy?

Issue No. 4: Remedy

If the Complainant succeeds on Issues 1, 2, and 3, whether the disputed domain name <parimatch.biz.in> should be transferred or cancelled in favour of the Complainant in accordance with Clause 11 of the Policy?

Issue No. 5: Costs:

What order should be passed regarding the costs of the arbitral proceedings?

H. DISCUSSION AND FINDINGS:

The Tribunal has carefully reviewed the complaint, annexures, procedural communications, and other material placed on record before rendering the present award.



I. Applicable Legal Framework:

- i. The present dispute is governed by the .IN Domain Name Dispute Resolution Policy (INDRP) and the INDRP Rules of Procedure.
- ii. Paragraph 4(a) of the INDRP Policy requires the Complainant to establish all three of the following elements:
 - a. the domain name is identical or confusingly similar to a trademark in which the complainant has rights;
 - b. the respondent has no rights or legitimate interests in respect of the domain name; and
 - c. the domain name has been registered or is being used in bad faith.
- iii. The burden of proof lies on the Complainant to establish these elements.
- iv. However, once a complainant establishes a *prima facie* case, the evidentiary burden may shift to the respondent to rebut the same.
- v. In the present case, the Respondent has chosen not to participate in the proceedings, and therefore the Tribunal may draw appropriate adverse inferences from such non-participation.



- vi. The Tribunal notes that proceedings under the INDRP Policy are summary in nature and are decided primarily on documentary evidence. The Tribunal therefore evaluates the material on record on the basis of the balance of probabilities.
- vii. The Tribunal notes that proceedings under the INDRP Policy are limited to determining whether the registration and use of the disputed domain name violates the standards set out under Paragraph 4(a) of the Policy.

II. Identical or Confusingly Similar:

- i. The first element that the Complainant must establish is that the disputed domain name is identical or confusingly similar to a trademark in which the Complainant has rights.
- ii. The Complainant has placed on record documentary evidence demonstrating ownership of several trademark registrations and applications relating to the mark PARIMATCH.
- iii. These documents establish that the Complainant has valid trademark rights in the mark PARIMATCH.
- iv. The disputed domain name <parimatch.biz.in> incorporates the Complainant's trademark PARIMATCH in its entirety.



- v. The only additional element is the domain suffix “.biz.in”, which forms part of the domain name system and does not alter the dominant textual component of the domain name.
- vi. It is well established in domain name jurisprudence that the addition of a top-level domain or similar suffix does not eliminate confusing similarity where the trademark is otherwise reproduced in the domain name.
- vii. The dominant and distinctive element of the disputed domain name is clearly the word PARIMATCH, which is identical to the Complainant’s trademark.
- viii. An ordinary internet user encountering the disputed domain name would reasonably assume that it is associated with the Complainant.
- ix. Accordingly, the Tribunal finds that the disputed domain name is identical or confusingly similar to the Complainant’s trademark.
- x. For the reasons stated above, the Tribunal holds that the Complainant has satisfied the requirement under Paragraph 4(a)(i) of the INDRP Policy.



III. Rights or Legitimate Interests:

- i. The second element requires the Complainant to establish that the Respondent has no rights or legitimate interests in the disputed domain name.
- ii. Paragraph 6 of the INDRP Policy provides certain circumstances that may demonstrate rights or legitimate interests in a domain name.
- iii. These include:
 - a. *bona fide* use of the domain name in connection with goods or services prior to notice of the dispute;
 - b. the respondent being commonly known by the domain name; or
 - c. legitimate non-commercial or fair use of the domain name.
- iv. In the present case, the Complainant has asserted that the Respondent has no connection with the Complainant and has not been authorised to use the trademark PARIMATCH.
- v. The WHOIS records identify the Respondent as Ian Chris Julio Esther (Porthote Ltd), which bears no resemblance to the disputed domain name.



- vi. There is no evidence on record suggesting that the Respondent is commonly known by the name PARIMATCH.
- vii. The evidence placed on record further indicates that the disputed domain name has been used for a website displaying PARIMATCH branding and promoting betting-related services.
- viii. Such use cannot be regarded as a *bona fide* offering of goods or services where the domain name incorporates another party's trademark and creates an impression of affiliation.
- ix. In the absence of any explanation from the Respondent, the Tribunal finds that the Respondent has failed to demonstrate any rights or legitimate interests in the disputed domain name.
- x. Accordingly, the second element under Paragraph 4(a)(ii) of the INDRP Policy is satisfied.

IV. Bad Faith Registration and Use:

- i. The third and final element that the Complainant must establish is that the disputed domain name has been registered and used in bad faith.



- ii. Paragraph 7 of the INDRP Policy sets out circumstances which may constitute evidence of bad faith registration and use.
- iii. These include situations where a respondent intentionally attempts to attract internet users to its website for commercial gain by creating confusion with the complainant's trademark.

V. Knowledge of the Complainant's Trademark:

- i. The disputed domain name reproduces the Complainant's trademark PARIMATCH in its entirety.
- ii. The Tribunal considers it unlikely that the Respondent could have registered the disputed domain name without knowledge of the Complainant's trademark.
- iii. The fact that the website associated with the domain name displays PARIMATCH branding further demonstrates that the Respondent was aware of the Complainant and its mark at the time of registration.

VI. Intention to Create Confusion:

- i. The use of the Complainant's trademark within the domain name creates a likelihood that internet users may believe that the website is associated with the Complainant.



- ii. The evidence placed on record indicates that the Respondent's website promotes betting-related services under the PARIMATCH branding.
- iii. Such use creates the misleading impression that the services offered on the website are affiliated with or authorised by the Complainant.

VII. Commercial Gain:

- i. The Respondent's website appears to promote betting and gaming services.
- ii. The Tribunal is satisfied that the Respondent's use of the disputed domain name is intended to attract internet users for commercial gain by capitalising on the goodwill associated with the Complainant's trademark.

VIII. Respondent's Failure to Participate:

- i. The Respondent has not participated in the present proceedings.
- ii. While non-participation alone does not establish bad faith, it may reinforce an inference of bad faith where the surrounding circumstances indicate abusive registration.
- iii. In the present case, the Respondent has failed to provide any explanation for its conduct.



IX. Overall Assessment:

- i. Taking into account the totality of the circumstances, including:
 - a. the incorporation of the Complainant's trademark in the disputed domain name;
 - b. the Respondent's use of the domain name for a website displaying the Complainant's branding; and
 - c. the Respondent's failure to provide any explanation,

the Tribunal concludes that the disputed domain name has been registered and used in bad faith.

For the reasons stated above, the Tribunal holds that the Complainant has satisfied the requirement under Paragraph 4(a)(iii) of the INDRP Policy.

X. COSTS OF THE PROCEEDINGS:

- i. As far as the issue of awarding the costs of proceedings to the complainant is concerned, the reference may be made to the Section 31A of the Arbitration & Conciliation Act, 1996 which is as under:

31A. Regime for costs-(1) In relation to any arbitration proceeding or a proceeding under any of the provisions of this Act pertaining to the arbitration, the Court or arbitral



tribunal, notwithstanding anything contained in the Code of Civil Procedure, 1908 (5 of 1908), shall have the discretion to determine—

- a) whether costs are payable by one party to another;
- b) the amount of such costs; and
- c) when such costs are to be paid.

Explanation- For the purpose of this sub-section, “costs” means reasonable costs relating to—

- i. the fees and expenses of the arbitrators, Courts and witnesses;
 - ii. legal fees and expenses;
 - iii. any administration fees of the institution supervising the arbitration; and
 - iv. any other expenses incurred in connection with the arbitral or Court proceedings and the arbitral award.
- 2) If the Court or arbitral tribunal decides to make an order as to payment of costs, — :
 - a) the general rule is that the unsuccessful party shall be ordered to pay the costs of the successful party; or
 - b) the Court or arbitral tribunal may make a different order for reasons to be recorded in writing.
 - 3) In determining the costs, the Court or arbitral tribunal shall have regard to all the circumstances, including—
 - a) the conduct of all the parties;
 - b) whether a party has succeeded partly in the case;
 - c) whether the party had made a frivolous counterclaim leading to delay in the disposal of the arbitral proceedings; and
 - d) whether any reasonable offer to settle the dispute is made by a party and refused by the other party.
 - 4) The Court or arbitral tribunal may make any order under this section including the order that a party shall pay—
 - a) a proportion of another party’s costs;



- b) a stated amount in respect of another party's costs;
- c) costs from or until a certain date only;
- d) costs incurred before proceedings have begun;
- e) costs relating to particular steps taken in the proceedings;
- f) costs relating only to a distinct part of the proceedings; and
- g) interest on costs from or until a certain date.

5) An agreement which has the effect that a party is to pay the whole or part of the costs of the arbitration in any event shall be only valid if such agreement is made after the dispute in question has arisen.

ii. A bare perusal of the above-mentioned provision of the Act makes it evident that this Tribunal is vested with the discretion to determine whether costs are payable by one party to another, the quantum of such costs, and the timing of such payment. In terms of Section 31A(2)(a) of the Arbitration and Conciliation Act, 1996, the general rule is that the unsuccessful party shall be ordered to pay the costs of the successful party. However, this Tribunal finds it appropriate to make a different order in exercise of its discretion under Section 31A(2)(b), for the following reasons, having regard to the conduct of the parties as contemplated under Section 31A(3)(a):

- a. The Respondent has not participated in the present proceedings and has neither filed any Response nor placed any material on record contesting the claims of the Complainant.



- b. The present dispute has been adjudicated on the basis of pleadings and documentary material available on record, without oral hearings or prolonged evidentiary proceedings.
 - c. The Complainant has not filed any detailed statement of costs or any material quantifying the expenses incurred in the present arbitral proceedings, despite having been granted permission to do so *vide* the Tribunal's order dated 09-02-2026.
- iii. After weighing these circumstances, the Tribunal, in the exercise of its discretion, finds it equitable that each party shall bear its own costs.

I. DECISION:

- i. Having carefully considered the submissions and evidence on record, this Tribunal finds that the Complainant has successfully established all three elements required under Paragraph 4(a) of the INDRP Policy, namely:
 - a. The Disputed Domain Name <parimatch.biz.in> is identical and confusingly similar to the Complainant's well-known and registered trademark PARIMATCH;
 - b. The Respondent has no rights or legitimate interests in respect of the Disputed Domain Name; and



- c. The Disputed Domain Name has been registered and is being used in bad faith by the Respondent.

J. RELIEF:

- i. In view of the foregoing findings, reasons, and conclusions, this Tribunal hereby allows the Complaint. Accordingly, it is ordered that the Disputed Domain Name <parimatch.biz.in> be transferred from the Respondent, Ian Chris Julio Esther (Porthote Ltd), to the Complainant, Rillius Holding Limited.
- ii. The Registry is directed to take all necessary steps to give effect to this transfer in accordance with the INDRP Policy and Rules, upon expiry of the prescribed period, if any, and subject to compliance with requisite formalities.
- iii. No order as to costs.

K. DISPOSITION AND DIRECTIONS REGARDING THE AWARD:

- i. In terms of Rule 20 of the INDRP Rules, the original signed copy of this Award shall be forwarded to the Registry. The parties may obtain a certified copy of the Award, if required, from the Registry.
- ii. This Award has been executed on stamp paper of ₹100/-. Any deficiency in stamp duty, if applicable, shall be borne and paid by



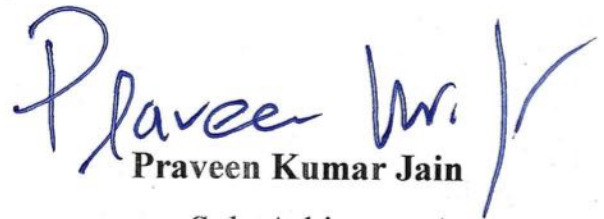
the concerned party before the appropriate authority in accordance with the applicable law.

L. PRONOUNCEMENT:

This Award is signed and pronounced by me at New Delhi (India) on this 30th day of April, 2026.

Place: New Delhi

Date: April 30, 2026


Praveen Kumar Jain
Sole Arbitrator

