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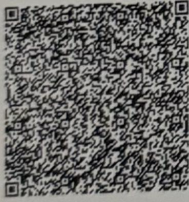
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V.P. Pathak
V. P. PATHAK
H.J.S.
Former Judge
Sole Arbitrator

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**BEFORE THE .IN REGISTRY OF INDIA
INDRP CASE NO. 2061
IN THE MATTER OF AN ARBITRATION UNDER THE .IN DOMAIN NAME
DISPUTE RESOLUTION POLICY; THE INDRP RULES OF PROCEDURE
AND THE ARBITRATION CONCILIATION ACT, 1996**

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VP Pathak
V. P. PATHAK
H.J.S.
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**BEFORE THE .IN REGISTRY OF INDIA
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DISPUTE RESOLUTION POLICY; THE INDRP RULES OF PROCEDURE
AND THE ARBITRATION CONCILIATION ACT, 1996**

COMPAGNIE DE SAINT-GOBAIN
TOUR SAINT-GOBAIN
12 PLACE DE L'IRIS
92400 COURBEVOIE
FRANCE

.... Complainant

Versus

SAINT GOBAIN ENTERPRISE
GD FLOOR, 15, A K MOHAMMED SIDDIQUE LANE,
15, PARKS TREET, TINKONIA PARK, RIPON STREET
KOLKATA
WEST BENGAL
INDIA

.... Respondent

DISPUTE RELATING IN THE DOMAIN DISPUTE NAME
www.saintgobainglass.in

Award Dated- 9.12.2025

**BEFORE V.P. PATHAK
SOLE ARBITRATOR
AT NEW DELHI**

⇒ **DISPUTED DOMAIN NAME & REGISTRAR-**

The disputed domain name is registered through the Registrar of the disputed domain name **Endurance Digital Domain Technology Private Limited**, which is accredited with the .IN registry and is listed on the website of the .IN registry.

⇒ **ARBITRATION TRIBUNAL-**

1. The Complainant has filed this Complaint for the disputed domain name, to be transferred to it. To decide this Complaint, NIXI has appointed the undersigned as Arbitrator. A consent letter with a declaration of impartiality by the undersigned to decide this case was sent to NIXI on 11.10.2025. The NIXI on 30.10.2025, appointed the undersigned as Arbitrator to proceed with the case.

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2. The Tribunal primarily ordered the Complainant on 31.10.2025, to send the soft & hard copy of the Complaint along with annexures to the Respondent & to send the Postal Slip of the same to the Tribunal. The Complainant on 5.11.2025, had sent the soft & hard copy along with other documents to the Respondent by Courier, the receipt of which was sent to the Tribunal on 10.11.2025 by the Complainant.
3. As per **Rule 5 of the INDRP Rules** the Tribunal issued a notice dated 11.11.2025 calling upon the Respondent to file its reply on the Complaint within fifteen days from the date of receipt of the notice and rejoinder within fifteen days thereafter.
4. This Tribunal resumed this matter on 27.11.2025, by sending notice to the Respondent for reply, but no reply was filed. Since, no reply was filed by the Respondent so, in the interest of justice, the Tribunal gave an extension to the Respondent of 5 days till 3.12.2025, but there was no response even though the Complainant had sent a hard copy of the Complaint to the Respondent.
5. The Tribunal is constituted under the INDRP Policy and Rules. Under rule 13, the arbitration proceedings must be conducted according to the Arbitration and Conciliation Act, 2019 (as amended up to date) read with the Arbitration & Conciliation Act, Rules, Dispute Resolution Policy and its by-laws, and guidelines, as amended from time to time.
6. As mentioned above, the Respondent has not replied to any of the notices hence, this Tribunal is bound to proceed Ex Parte against the Respondent.

⇒ **PARTIES TO THE ARBITRATION-**

7. The Complainant, COMPAGNIE DE SAINT-GOBAIN, is a globally renowned French multinational with more than three centuries of commercial presence and industrial leadership. Operating in over 70 countries, the Complainant has established its presence as a pioneer in construction materials, high-performance solutions, mobility infrastructure inputs, and industrial applications. In India, the Complainant has operated since 1996 and has continuously expanded its presence through a vast network of manufacturing units, R&D centres, and distribution systems.
8. Saint-Gobain is a worldwide reference in sustainable habitat and construction markets. It takes a long-term view in order to develop products and services for its customers that facilitate sustainable construction. In this way, it designs innovative, high-performance solutions that improve habitat and everyday life.
9. For 350 years, the Complainant has consistently demonstrated its ability to invent products that improve quality of life. It is now one of the top industrial groups in the world with around 46.6 billion euros in turnover in 2024 and 161,000 employees (**Annex 2**).
10. The Complainant operates in India since 1996. With 78 manufacturing sites, Saint-Gobain employs over 9,500 employees in India (**Annex 3**).
11. The extensive and long-term use of the trademark SAINT-GOBAIN, together with trademark registrations in India and globally, demonstrates the Complainant's dominant goodwill and established proprietary rights. (**Annex 4**)

12. The Respondent, identifying itself as “Saint Gobain Enterprise,” is listed on the WHOIS database as the registrant of <saintgobainglass.in>. The Respondent appears to be based in Kolkata, India, using the email ID kolkataglass123@gmail.com. The choice of its business name raises immediate concerns, as it appears to intentionally imitate or replicate the Complainant’s corporate identity.
13. Furthermore, the Complainant owns multiple domain names consisting in the wording “SAINT-GOBAIN”, such as <saint-gobain.com> registered since December 29, 1995 and <saint-gobain.in>, registered since February 16, 2005 (**Annex 5**).
14. The Complainant has successfully garnered immense goodwill and reputation in the industry in the due course of time since the it has been in the market since more than a decade.
15. The Complainant has filed the instant Complaint challenging the registration of the domain name www.saintgobainglass.in under the “.in” Domain Name Dispute Resolution Policy {INDRP) and the rules framed there under. The Complainant has preferred this arbitration by raising this dispute for the reprisal of its grievances.
16. **Rule 2 of INDRP Rules of Procedure** provides for communication/services of Complaint. Per this rule, the Respondent was sent a copy of the Complaint on the email shown in the domain name registration data in the .IN Registry’s WHOIS database.
17. Despite valid service of the Complaint and reminders through both electronic and physical modes, the Respondent has not filed any response or objections.

⇒ **FACTS OF THE CASE –**

• **Complainant-**

9. The Complainant owns a vast trademark portfolio, including multiple registrations of SAINT-GOBAIN in India and internationally. The earliest Indian registration dates back to April 28, 2000, and the Complainant’s primary domain <saint-gobain.com> was registered since 29.12.1995 and <saint-gobain.in>, registered since 16.02.2005. (**Annex 5**)
10. The Respondent registered the disputed domain name <saintgobainglass.in> on 05.08.2025. The domain resolves to a website actively advertising and marketing glass products, glazing materials, and building-related items identical or closely similar to those produced and sold by the Complainant.
11. A visual review of the Respondent’s website reveals that the entire commercial arrangement and displayed product categories mirror the Complainant’s well-known business. (**Annex 6**)
12. Additionally, the Respondent configured MX records for email functionality, creating the potential for email-based impersonation, phishing, fraudulent solicitations, or misrepresentation. Such configuration is an important factor in assessing bad faith. (**Annex 7**)
13. Additionally, the fact that the Complainant’s trademark “SAINTGOBAINGLASS” and domain name <saint-gobain.com> was registered in 1995 whereas <saint-gobain.in>, is

registered since 2005 so this would have been within Respondent's knowledge at the time of opting the impugned domain name www.saintgobainglass.in with dishonest and mala fide from the very beginning being a slavish imitation as well as the blatant copy of Complainant's trademark and the domain name.

14. The attempt over here is to come as close as possible to the names and style of Complainant's trademark and domain name so as to draw upon the goodwill created by the Complainant, for immediate gains and usurp undue benefits and make short-end gains and dilute the goodwill and reputation of the Complainant.
15. The use of the trademark "SAINTGOBAINGLASS" and domain name www.saintgobainglass.in and/or any other deceptively similar trademark or domain name by the Respondent in any manner whatsoever is likely to dilute the distinctive character of the Complainant's famous trademark and the domain name, as well as same, is likely to be debased and eroded. Such debasement and erosion of the Complainant's reputation and goodwill stricken at the very root of its existence and is not measurable in terms of money and cannot be compensated monetarily.
16. The Complainant recently came across the Respondent's domain name <saintgobainglass.in> ('disputed domain name') which was registered on 5.08.2025. The Respondent uses the Complainant's registered trademark SAINTGOBAINGLASS in its entirety in the impugned domain name.
17. In the light of the Complainant's prior adoption of the mark and the reputation and goodwill created by the Complainant, it is recognized as the proprietor of the said mark, which is perceived and identified by consumers and members of the trade, as the Complainant's mark alone. Thus, the adoption and use of a mark by a third party, that is similar and/or identical to the Complainant's Trademark and trading style "SAINTGOBAINGLASS" with respect to any of the diversified fields of the market, will lead to confusion and deception amongst the relevant class of consumers and the members of the trade.

• **Respondent-**

18. The Complainant served both soft and hard copies of the Complaint upon the Respondent. However, the Respondent remained completely silent, neither objecting nor offering any justification for its adoption or use of the domain name.

⇒ **CONTENTIONS OF THE PARTIES-**

• **By the Complainant-**

19. As per the WHOIS search, the Respondent's domain <saintgobainglass.in> was registered on 5.08.2025 and hosts an active website. The Respondent is using the impugned domain to sell similar kinds of services, which demonstrates misappropriation, as the Respondent is clearly using the Complainant's well-known trademark SAINT-GOBAIN without authority.
20. The Complainant contends that the disputed domain incorporates its registered trademark SAINT-GOBAIN in its entirety, creating inherent confusion. The addition of "glass" strengthens the likelihood of confusion because Saint-Gobain is widely recognized in the

global glass industry. In *Porsche AG v. Vasiliy Terkin* (WIPO D2003-0888), it was held that wholly incorporating a complainant's trademark in a domain name is sufficient to establish confusing similarity, even with added descriptive terms.

21. The Complainant asserts that the Respondent has no rights or legitimate interests in the impugned domain. The Respondent is not known by the name SAINT-GOBAIN and has never been licensed by the Complainant. Its use of a confusingly similar domain to offer competing goods negates any bona fide intention. In *Upwork Global Inc. v. Shoaib Malik* (NAF FA1654759), it was held that operating a competing or misleading website does not constitute a bona fide offering of goods or services and demonstrates lack of legitimate interests.
22. The Complainant alleges clear bad faith. The Respondent adopted a domain identical to the well-known mark SAINT-GOBAIN, configured email servers, and used the domain to divert consumers for commercial gain. In *Bittrex v. Monty RJ* (NAF FA1796494), using a confusingly similar domain to divert users for commercial gain was held to constitute bad faith.
23. The Respondent's use of the disputed domain shows intentional association with the Complainant by incorporating the mark SAINT-GOBAIN in full. Users searching for Saint-Gobain in India may be misled into believing that the Respondent's domain is authorized. Any use of SAINT-GOBAIN is understood to refer exclusively to the Complainant, which owns a well-known registered trademark.
24. Registration of <saintgobainglass.in>—where the Complainant's mark forms the dominant and distinctive part—is an infringement of the Complainant's statutory and common-law rights. The Respondent's adoption of the domain is a mala fide attempt to ride upon the Complainant's goodwill and reputation.
25. The Respondent registered the disputed domain long after the Complainant's long-standing market presence and after the Complainant had already registered and used its trademark and earlier domain names. This shows opportunistic bad faith and deliberate targeting of the Complainant's commercial identity.
26. The Respondent has copied the Complainant's domain saintgobainglass.com (registered in 2005) and adopted a deceptively similar version in 2025, confirming that the Respondent has no legitimate interest and acted with dishonest intent to benefit from the Complainant's established goodwill.
27. Visitors to the Respondent's website may believe that the Complainant has authorized, endorsed, or licensed the use of the SAINT-GOBAIN mark. The domain completely incorporates the Complainant's trademark and the ".in" extension does nothing to distinguish it.
28. Prior panels have found under the .IN Policy that "where a Complainant makes out a *prima facie* case that a Respondent lacks rights or legitimate interests, the burden of production on this element shifts to the Respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name. If the Respondent fails to come forward with such relevant evidence, the Complainant is deemed to have satisfied the second element." See *Instagram LLC v. Ding RiGuo.*, INDRP/1183 (<instagram.in>).
29. In *Wacom Co. Ltd. v. Liheng*, INDRP/634 (<wacom.in>) "the Complainant has not licensed or otherwise permitted the Respondent to use its name or trademark or to apply for or use the domain name incorporating said name.

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30. In “*Monster.com (India) Pvt. Ltd. v. Domain Leasing Company*”, where the domain name in dispute was monster.in and the Arbitrator articulated that the onus is on the Registrant to ensure that they are not infringing on any third party rights.
31. The Respondent registered the disputed domain name after the Complainant acquired common law trademark rights in its mark "SAINTGOBAINGLASS". The disputed domain name appears to be registered by the Respondent with the sole purpose of selling it to the Complainant's competitors. This shifts the burden of proof on the Respondent to produce evidence demonstrating rights or legitimate interests in respect of the disputed domain name.
32. Clause 3(d) of the INDRP requires a Respondent to not 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 the Respondents, and cannot be ignored, as was observed by the Ld. Arbitrator in the case- *Momondo A/S vs. Ijorghe Ghenrimopuzulu*, INDRP Case No 882.
33. Thus, the Complainant prays for IN Registry of NIXI to transfer the disputed domain name “saintgobainglass.in” to the Complainant along with the costs of the proceedings of the Complainant.

• **By the Respondent-**

34. The Respondent has not replied to the Complaint.

⇒ **ANALYSIS-**

35. According to the above-mentioned facts of the case, the Tribunal has to decide the following points-

A. Whether the Respondent's domain saintgobainglass.in is identical and confusingly similar to the trademark or service mark in which the Complainant has rights.?

The disputed domain name <saintgobainglass.in> incorporates the Complainant's well-known trademark SAINT-GOBAIN in its entirety. Under INDRP precedents, full incorporation of a Complainant's mark is by itself sufficient to establish confusing similarity, irrespective of the addition of descriptive or generic words. The use of the word “glass” intensifies confusion because it directly relates to one of the core sectors where the Complainant is globally dominant. Rather than distinguishing the Respondent's domain, the addition reinforces the belief that the domain is affiliated with or endorsed by the Complainant. Consumers encountering <saintgobainglass.in> are likely to assume that it represents a division, subsidiary, or authorized dealer of Saint-Gobain India or its global parent. It is to be noted that Indian consumers often rely on brand recognition in sectors such as construction and glass supply, where trust, quality, and safety standards are paramount.

In the past INDRP decision of *Nike Inc. v. Nike Innovative CV Zhaxia* (Case No. INDRP/804); *Lego Juris A/s v. Robert Martin* (Case No. INDRP/125), it was held that if a disputed domain name completely incorporates the trademark / service mark of the

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Complainant, then the mere addition of domain codes such as “.in” will not distinguish the Respondent’s disputed domain name. This proves that the Respondent is running its business under the Complainant’s domain name making the Respondent’s domain name unauthentic. Thus, the Respondent’s domain name is identical and confusingly similar to the trademark or service mark in which the Complainant has rights, and the Respondent should not think of it as its own and run its business using this name.

B. Whether the Respondent has any rights or legitimate interests in respect of the domain name?

The Complainant has demonstrated a strong prima facie case. The Respondent, having failed to respond, has not dispelled any inference against it. Under INDRP, once a prima facie case is made, the burden shifts entirely to the Respondent. (Wacom Co. Ltd. v. Liheng, INDRP/634). Several factors negate any possibility of legitimate interest:

- i. The Respondent is not commonly known by the name SAINT-GOBAIN or any variant thereof.
- ii. The Respondent has not been authorized, licensed, or permitted to use the mark.
- iii. The Respondent’s website offers competing goods, demonstrating an intention to misappropriate commercial value rather than engage in fair use.
- iv. The Respondent’s adoption of an identical business name— “Saint Gobain Enterprise”—suggests a deliberate attempt to create a false association.
- v. The Respondent’s website mirrors the Complainant’s product categories, creating a misleading commercial environment designed to substitute the Respondent’s products in place of the Complainant’s.

The disputed domain name has not been used in connection with bona fide offering of goods or services by the Respondent. The disputed domain name is being used by the Respondent to attract consumers by portraying itself as an affiliate of the Complainant and making commercial gains by offering services bearing the Complainant’s trademarks SAINTGOBAINGLASS and its variants. Respondent’s use of the disputed domain name is for commercial gain as the Respondent’s website offers services identical to that of the Complainant under the SAINTGOBAINGLASS trademarks and its variants.

It is clear from the record that the Complainant started its business, before the Respondent, which establishes that the Complainant is the first and only user of the domain name "SAINTGOBAINGLASS" and not the Respondent. It is also important to note that the term "SAINTGOBAINGLASS" is the disputed domain name, and any gTLD or ccTLDs are irrelevant, as the Complainant is the sole holder of the disputed domain name. So, to answer the above-mentioned question, the Respondent has no rights or legitimate interests concerning the domain name “saintgobainglass.in”.

Thus, the Respondent has no rights or legitimate interests.

C. Whether the Respondent’s domain name is registered or is being used in absolute bad faith?

- a) Bad faith is the strongest element in this case. The Tribunal finds that the evidence overwhelmingly demonstrates malicious intent.
 - i. Targeting a globally known trademark:

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The Complainant's mark SAINT-GOBAIN is well-known worldwide, including in India. The Respondent's choice of an identical name with a descriptive suffix reflecting Complainant's business cannot be coincidental.

ii. Offering competing goods:

The Respondent's website offers glass categories identical to those supplied by the Complainant in India. Selling competing products using a confusingly similar domain constitutes classic bad faith. *Bed Bath & Beyond v. Broome*, NAF FA1795426- The Panel held that using a domain name to divert consumers to a website offering competing goods or services constitutes bad faith, as it disrupts the complainant's business and intentionally capitalizes on the complainant's reputation. The respondent's conduct—creating confusion for commercial gain—was found to satisfy the standard for bad-faith registration and use.

iii. Setting up MX records:

Configuring email servers creates the possibility of impersonation, business email compromise, fraudulent quotations, or misrepresentation as an authorized dealer. Such configurations strongly support a finding of bad faith.

iv. Use of a misleading business name:

The Respondent's name "Saint Gobain Enterprise" appears intentionally crafted to impersonate the Complainant. There is no evidence that such an entity legitimately exists.

v. The Respondent's complete lack of participation, despite confirmed service, suggests avoidance, conscious wrongdoing, and absence of any bona fide interest.

vi. Intent to disrupt or divert:

The Respondent's conduct demonstrates clear intent to divert Internet users seeking the Complainant's genuine products, thereby exploiting the Complainant's goodwill for commercial gain — a well-recognized indicator of bad faith. For all these reasons, it is noted that the disputed domain was registered and used in absolute bad faith.

The Complainant registered the domain name "SAINTGOBAINGLASS.IN" earlier in time (2005) in comparison to the Respondent which was registered in 2025. Again, the registration by the Respondent was for reasons un-known since it has not bothered to comply with the orders of this Tribunal we can only presume that it was done for malicious reasons and to probably get monetarily benefits.

The above-mentioned facts themselves disclose the malice of the Respondent. To answer the question above - the Respondent's domain name registered is being used in absolute bad faith and such use demonstrates that the Respondent has used the disputed domain name to derive a commercial benefit and to tarnish the Complainant's website and domain name image.

⇒ **CONCLUSION-**

36. Considering the above facts, this Tribunal is of the view that the Complaint has merit. The Respondent did not have the Complainant's permission to use its domain name and hence it had no right to treat the domain name as its own. It is being mentioned again, that without the domain name, there is no gTLD/ccTLD. So, even though the Respondent's domain

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name is “saintgobainglass.in”, the name “SAINTGOBAINGLASS” belongs to the Complainant. The whole dispute in this Complaint is for the domain name and the mere alteration of a domain name or its extension does not affect or alter the ownership thereof.

37. In addition to everything mentioned above, it is pertinent to mention that the Respondent is using the Complainant’s domain name, but it has not once responded to the Complaint made against it. The Respondent was given notice by the Complainant and by the tribunal. The hard copy of the Complaint was also sent to it through courier (receipt enclosed). This clearly shows that the Respondent has nothing to say and is not interested in its domain name and it’s all just fable.
38. The Complainant has the full right and ownership of the domain name "SAINTGOBAINGLASS.COM" & “SAINTGOBAINGLASS.IN” So, the Complaint is allowed.
39. This Award is being passed as per Clause 5 (e) of the INDRP Rules, and Arbitration Act, 1996.

⇒ **ORDER-**

39. The.IN Registry of NIXI is directed to transfer the disputed domain name “saintgobainglass.in.” to the Complainant forthwith. Registry to do the needful.
40. Parties to bear their own costs.
41. This Award is passed today at New Delhi on 9.12.2025.

V.P.Pathak
 V. P. PATHAK
 H.J.S.
 Former Judge
 Sole Arbitrator
Date- 9.12.2025