



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL31438259635714X
Certificate Issued Date : 07-Feb-2025 11:13 AM
Account Reference : IMPACC (SH)/ dlshimp17/ HIGH COURT/ DL-DLH
Unique Doc. Reference : SUBIN-DLDSLHIMP1706644420544167X
Purchased by : BHARAT S KUMAR
Description of Document : Article 12 Award
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BHARAT S KUMAR
Second Party : Not Applicable
Stamp Duty Paid By : BHARAT S KUMAR
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



BEFORE BHARAT S KUMAR, SOLE ARBITRATOR

Please write or type below this line

INDRP Case No. 1945

Disputed Domain Name: <equifaxindia.in>

Equifax Inc

Complainant

Versus

Er Kumar

Respondent



आवश्यक सूचनाएँ

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BEFORE BHARAT S KUMAR, SOLE ARBITRATOR
.IN REGISTRY
NATIONAL INTERNET EXCHANGE OF INDIA(NIXI)
INDRP ARBITRATION
INDRP Case No. 1945
Disputed Domain Name: <equifaxindia.in>
ARBITRATION AWARD DATED FEBRUARY 10, 2025

IN THE MATTER OF:

EQUIFAX INC.

1550 Peachtree Street NW

Atlanta, Georgia 30309

United States of America

Complainant

VERSUS

Er. Kumar

7, Village Choma

Palam Vihar

Gurgaon, Haryana – 122017

Respondent

1. The Parties in the proceeding:

The Complainant in this administrative proceeding is Equifax Inc., an organization originally incorporated under the laws of State of Georgia United States of America (USA), with its principal place of business at 1550 Peachtree Street NW, Atlanta, Georgia 30309, USA.

The complainant asserts in its complaint that is a leading global provider of information solutions and human resources business process outsourcing services for businesses.



governments and consumers. The complainant states that it was originally incorporated under the laws of the State of Georgia (USA) in 1913, and its predecessor company dates back to the year 1899. The complainant further states that among its many services, it offers a credit reporting service that provides consumers with a summary of their credit history, and certain other information, reported to credit bureaus by lenders and creditors. The complainant further states that it is the registrant of the domain name <equifax.com>. The said domain name was created on 21.02.1995.

The complainant has in the complaint filed numerous documents in support of its contentions and prayer, including but not limited to the complainant's 2023 annual report, the WHOIS record for the domain name <equifax.com>, *et al.*

The complainant has authorized Mr. Douglas M. Isenberg, Esq from THE GIGALAW FIRM, DOUGLAS M. ISENBERG, ATTORNEY AT LAW, LLC as its authorized representative in the present proceedings. In support of the same, the complainant has placed a Power of Attorney dated 07.11.2024 from Ms. Elizabeth Lester, the Intellectual Property Counsel for the complainant. No resolution affirming the authority of Mr. Lester has been placed on record by the complainant.

The Respondent in the present proceedings is Er. Kumar, having his address, as per the details available with the National Internet Exchange of India ("NIXI") at 7, Village Choma, Palam Vihar, Gurgaon, Haryana - 122017.

2. Domain Name and Registrar:-

The disputed domain name is <equifaxindia.in>. The domain name was created on 06.05.2024. The registrar with which the domain name is registered and the contact details are as under:

GoDaddy.com, LLC

Legal Department

Tel: +1 4805058800

Email: legal@godaddy.com



3. Procedural History:

- 3.1 This arbitration proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (the "Policy") adopted by the National Internet Exchange of India ("NIXI") and the INDRP Rules of Procedure (the "Rules"). The arbitration proceeding is approved in accordance with the Indian Arbitration and Conciliation Act, 1996. By registering the disputed domain name with a NIXI accredited registrar, the respondent agreed to the resolution of disputes pursuant to the said Policy and the Rules.
- 3.2 The complaint was filed by the complainant with NIXI against the respondent. On 16.01.2025, to ensure compliance, I had submitted statement of acceptance and declaration of impartiality and independence as required by the Arbitrator's Empanelment Rules (Rule 5). On 24.01.2025, I was appointed as sole arbitrator to decide the disputes between the parties. NIXI notified both the parties of my appointment as Arbitrator *via* email dated 24.01.2025. NIXI had also served by email an electronic copy of the complainant with annexures, on the respondent at the email addresses of the respondent, kumarchawla07@gmail.com.
- 3.3 On 25.01.2025, I had issued notice to the respondent and directed the complainant to serve the complete paperbook on the respondent, i.e. the amended complaint which was filed by the complainant and the complete annexures (annexures 1 to 9). The service was done by the complainant's counsel, Mr. Douglas M. Isenberg, through physical courier on 28.01.2025. On 04.02.2025, Er. Kumar, i.e Mr. Kumar Chawla (as mentioned on his signature in his email) filed a 4 page response. In light of Er. Kumar, the respondent's response, the complaint was deemed as served.
- 3.4 I wish to highlight Clause 13(b) of the INDRP Rules of procedure, which requires that the arbitrator shall at all times treat the parties with equality and provide each one of them with a fair opportunity to present their case. I had on 05.02.2025,



7

emailed to the respondent about there being no documents attached with his response. That on 05.02.2025, I, together with the complainant and NIXI personnel marked on the email received 12 attachments from the respondent. Furthermore, the respondent reiterated in the email, as he has done in his response, that he had registered the domain name in good faith and for a short span of time, for merely 'testing purposes'.

4. **The complainant's rights in word mark "EQUIFAX":**

The complainant has in support of its complaint, stated that it has rights over the trademark/service mark **EQUIFAX**. In support of the same, the complainant has, as annexures 2 and 3, filed print outs of the trademark registrations from USPTO in the US and from the Controller General of Patents Design and Trademarks in India. These trademark rights are over myriad classes for the trademark '**EQUIFAX**'.

5. **Respondent's consent to the domain name, "equifaxindia.in" being transferred to the complainant:**

5.1 The complainant had in its response dated 04.02.2025 stated the following:

"That the answering-respondent purchased the domain in question with good faith only but due to lack of trademark database with Domain registrars in order to notify customers about potential trademark-linked domains before purchase which they supposed to maintain in order to avoid such type of ambiguity in future and due to lack of awareness programs or notifications regarding trademark-linked domains this present dispute arises".

XXXXXXXXXX

"That after going through the dispute raise by the complainant at this stage the answering-respondent is willing to relinquishing the said domain to the complainant without prejudice to his legal rights as it serves no commercial purpose for the answering-respondent."



5

“That the answering-respondent is hereby requesting the complainant i.e. the Trademark Owner at least they should collaborate with the Government or Domain Registrars in order to establish policies to prevent such issues in future.”

“That the answering-respondent assured the complainant as well as Ld. Arbitrator that the domain purchase was not made in bad faith, and there is no business activity related to domain trading or website management and the domains are used strictly within a Microsoft 365 test environment, adhering to strict policies against bulk, spam, or spoofed emails.

Further the answering-respondent neither used the domain in question as active website nor any application associated with the domain in question. Thus the present case of the complainant does not fall under Para 4(a) of the UDRP.”

5.2 Upon receiving the said response, the counsel for the complainant, Mr. Douglas M. Isenberg, had on 06.02.2025, raised a specific query to the respondent. It being:

“Given your statement in your reply that you are “willing to relinquish[] the said domain to the complainant without prejudice to his legal rights as it serves no commercial purpose for the answering-respondent,” please advise if you will settle this matter by agreeing to transfer the domain name <equifaxindia.in> to this law firm’s client, Equifax Inc., in exchange for termination of the proceeding that has been initiated against you.”

5.3 The respondent had on 06.02.2025, the very day when this query was raised, affirmed that his email be used as a “NOC”(No Objection Certificate) to transfer the domain name <equifaxindia.in> to the complainant. The respondent had stated the following in the email:

“In pursuance to your above Email I again affirm my statement given in my written reply I relinquish my rights over the disputed domain without prejudice to my legal rights and I don't want to indulge myself in any unwarranted disputes. So kindly treat it as my NOC to transfer the domain in the name of complainant and to terminate the proceedings against me



6

with immediate effect. So that we will maintain cordial relations in professional world and maintain respect towards each other."

5.4 In light of the respondent's voluntary surrender of the domain name, <equipaxindia.in>, I had on 06.02.2025, sent an email to the respondent stating that in light of his voluntary surrender and his No Objection Certificate (NOC) vide email dated 06.02.2025, I would be passing an award directing that the disputed domain name be transferred to the complainant. The aforementioned emails by and between me, the complainant, the respondent and NIXI personnel are annexed with this present award as **Annexure – A.**

Decision

In view of the foregoing, the respondent's No Objection Certificate (NOC) and his voluntary relinquishment/surrender of the Disputed Domain Name <equipaxindia.in> vide email dated 06.02.2025, I direct that <equipaxindia.in> be transferred to the complainant in accordance with the INDRP rules and procedures.

Delhi

Dated: 10.02.2025


Bharat S Kumar

Sole Arbitrator





bharat kumar <law.bharat@gmail.com>

INDRP Case No 1945: Information on Handing over the INDRP Domain Dispute Complaint relating to the domain name - "equifaxindia.in" to the Ld. Independent Sole Arbitrator

Er. Kumar <kumarchawla07@gmail.com>

Wed, Feb 5, 2025 at 11:41 PM

To: Bharat <law.bharat@gmail.com>

Cc: Legal <legal@nixi.in>, doug <doug@giga.law>, Rajiv <rajiv@nixi.in>, Rishab <rishab@nixi.in>, Registry <registry@nixi.in>

Respected Sir,













In pursuant to your above Email and In order to show my bonafide and good faith while using disputed domain only for a short span of time for testing purpose. Not even a single mail was sent from this disputed domain ever. MX record was configured just for testing purposes only. Thus I am sending relied upon documents as Annexure 1 to 8.... With this Email for your immediate perusal to consider my detailed written reply along with these documents to decide the present dispute on merits. You are hereby requested to my prayer mentioned in the written reply.

Thank you.

Regards,**Er. Kumar Chawla****Phone : 9599940802**

[Quoted text hidden]

12 attachments

-  **Anex-4-Active andd linked domains with the tenant.pdf**
134K
-  **Anex 1- Accepted domains of my Microsoft tenant.pdf**
142K
-  **Anex-5- No Active license available to send or receive emails.pdf**
163K
-  **Anex3- No user account using the custom domain.pdf**
177K
-  **Anex-2- Activity report of Account.pdf**
173K
-  **Anex-8- Sent items of my mailbox.pdf**
176K
-  **Anex-7-Mailbox account email.pdf**
428K
-  **Anex-6- Mails received on my mailbox.pdf**
1777K
-  **EmailAppUsageUserDetail2_5_2025 3_58_44 PM.pdf**
116K
-  **EmailActivityUserDetail2_5_2025 3_57_11 PM.pdf**
118K
-  **EmailActivityCounts2_5_2025 3_56_59 PM.pdf**
117K
-  **EmailActivityUserCounts2_5_2025 3_57_03 PM.pdf**
117K





bharat kumar <law.bharat@gmail.com>

INDRP Case No 1945: Information on Handing over the INDRP Domain Dispute Complaint relating to the domain name - "equifaxindia.in" to the Ld. Independent Sole Arbitrator

Thu, Feb 6, 2025 at 12:39 AM

doug@giga.law <doug@giga.law>

To: "Er. Kumar" <kumarchawla07@gmail.com>, Bharat <law.bharat@gmail.com>

Cc: Legal <legal@nixi.in>, Rajiv <rajiv@nixi.in>, Rishab <rishab@nixi.in>, Registry <registry@nixi.in>

Dear Er. Kumar Chawla:

Given your statement in your reply that you are "willing to relinquish[] the said domain to the complainant without prejudice to his legal rights as it serves no commercial purpose for the answering-respondent," please advise if you will settle this matter by agreeing to transfer the domain name <equifaxindia.in> to this law firm's client, Equifax Inc., in exchange for termination of the proceeding that has been initiated against you.

Thank you.

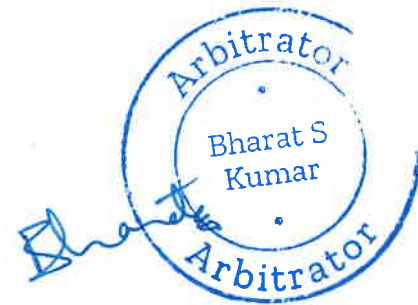
Douglas M. Isenberg | The GigaLaw Firm

Attorney at Law

Phone: 1-404-348-0368

Email: Doug@Giga.Law

Web: www.Giga.Law



From: Er. Kumar <kumarchawla07@gmail.com>**Sent:** Wednesday, February 5, 2025 1:11 PM**To:** Bharat <law.bharat@gmail.com>**Cc:** Legal <legal@nixi.in>; doug <doug@giga.law>; Rajiv <rajiv@nixi.in>; Rishab <rishab@nixi.in>; Registry <registry@nixi.in>**Subject:** Re: INDRP Case No 1945: Information on Handing over the INDRP Domain Dispute Complaint relating to the domain name - "equifaxindia.in" to the Ld. Independent Sole Arbitrator

Respected Sir,

[Quoted text hidden]

[Quoted text hidden]



bharat kumar <law.bharat@gmail.com>

INDRP Case No 1945: Information on Handing over the INDRP Domain Dispute Complaint relating to the domain name - "equifaxindia.in" to the Ld. Independent Sole Arbitrator

Er. Kumar <kumarchawla07@gmail.com>

Thu, Feb 6, 2025 at 10:11 AM

To: doug <doug@giga.law>

Cc: Bharat <law.bharat@gmail.com>, Legal <legal@nixi.in>, Rajiv <rajiv@nixi.in>, Rishab <rishab@nixi.in>, Registry <registry@nixi.in>

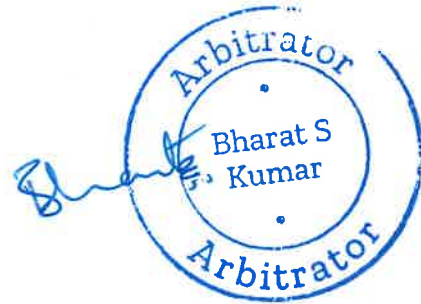
Dear Sir,

In pursuant to your above Email I again affirm my statement given in my written reply I relinquish my rights over the disputed domain without prejudice to my legal rights and I don't want to indulge myself in any unwarranted disputes. So kindly treat it as my NOC to transfer the domain in the name of complainant and to terminate the proceedings against me with immediate effect. So that we will maintain cordial relations in professional world and maintain respect towards each other.

Regards

Kumar Chawla

[Quoted text hidden]





bharat kumar <law.bharat@gmail.com>

INDRP Case No 1945: Information on Handing over the INDRP Domain Dispute Complaint relating to the domain name - "equifaxindia.in" to the Ld. Independent Sole Arbitrator

Bharat <law.bharat@gmail.com>

Thu, Feb 6, 2025 at 10:46 AM

To: "Er. Kumar" <kumarchawla07@gmail.com>

Cc: doug <doug@giga.law>, Legal <legal@nixi.in>, Rajiv <rajiv@nixi.in>, Rishab <rishab@nixi.in>, Registry <registry@nixi.in>

Dear Mr Kumar,

Noted. In light of your voluntary surrender of the domain name in contention, I'll be issuing an award with respect to the transfer of the domain name to the complainant.

Regards,

Bharat

[Quoted text hidden]

