

IN THE MATTER OF THE ARBITRATION ACT 1996 as Amended by
Arbitration & Conciliation (Amendment) Act'2015
and
INDRP Rules of Procedure;
and
.IN Domain Name Dispute Resolution Policy(INDRP)
And
In the matter of the arbitration between

Six Continents Hotels, Inc.
Three Ravinia Drive, Suite 100
Atlanta, Georgia 30346
USA

...Complainant

AND

Domain Manager/ Premium Domain Planet
Bayonne, New Jersey 07002

...Respondent

in respect of Disputed Domain Name(s):

[holiday.inn.in]

INDRP Case No; 1944

FINAL AWARD

Dated: 21.04.2025
Venue: New Delhi, India


ABHINAV S. RAGHUVANSHI
SOLE ARBITRATOR

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A. THE PARTIES AND THEIR REPRESENTATIVE

1. Claimant;

Six Continents Hotels, Inc
Three Ravinia Drive, Suite 100
Atlanta, Georgia 30346
USA

Legal Representative

Douglas M. Isenberg, Esq.
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Atlanta, Georgia 303042
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Respondent;

Domain Manager/ Premium Domain Planet
Bayonne, New Jersey 07002
US

B. THE DOMAIN NAMES AND REGISTRAR

The dispute domain name <holidayinn.in> is registered through the Registrar of the Dispute Domain Name. Endurance Digital Domain Technology Private Limited is accredited with the .IN Registry and is listed on the website of the .IN Registry having their Contact Address:

Endurance Digital Domain Technology Private Limited
Domain Manager
Tel: +1 2013775952
Email: tldadmin@logicboxes.com



C. PROCEDURAL HISTORY:

1. Sh. Abhinav S. Raghuvanshi, was appointed as the sole Arbitrator on 16th January 2025 by the NIXI to act as an Arbitrator in the INDRP Case No. 1944 regarding the complaint dated 22nd November 2024 filed under the INDRP by the Complainant.
2. On 25th January 2025, the Arbitral Tribunal issued Notice of Arbitration and further directed the complainant to affect the service into the respondent and file Affidavit of service to that effect. The Respondent was given an opportunity to file a response in writing in opposition to the Complaint, if any, along with evidence in support of its stand or contention on or within 15(Fifteen) days.
3. While vide email dated 25 January 2025, the Respondent stated:

"I was not aware that this is a copyright domain. I would like to always be on the correct side of the law and am willing to get this domain transferred to your registrar."
4. By order dated 8th March 2025, this Tribunal directed both parties to duly notarized / sworn in copy of Complaint and Response to the same, if any. Further directed to file its Evidence Affidavit (duly notarized/ sworn in).
5. While vide email dated 08th March 2025, the Respondent (Domain Management- (premiumdomainplanet@gmail.com)) again showed willingness to transfer the domain.
6. On 10th March 2025, this tribunal directed both parties to file a Settlement Agreement/ Memorandum of Understanding (MoU) to initiate the Domain name transfer and outline other terms and conditions. The document was required to be duly notarized or sworn in.
7. On 29th March 2025, the Complainant filed a signed Settlement Agreement dated 20th March 2025. However, the Agreement was not notarized. Accordingly, this Tribunal acknowledges receipt of the Agreement but directed both parties to sign and submit a notarized version of the complete Agreement.
8. There was a delay of 21 (Twenty-one) days in passing the present award. The delay occurred mainly due to the non-compliance with basic pleading



formalities by the parties. The complaint was filed with a defective Power of Attorney (POA), as it was neither notarized nor registered. The complainant was given an opportunity to rectify the same and to file the pleadings in accordance with the standard format. However, the complainant sought two weeks' time to submit the Settlement Agreement. Despite being granted an unreasonable amount of time, the complainant submitted the Settlement Agreement only on 29th March 2025. Therefore, under these circumstances, this Tribunal was constrained to grant a waiver to the parties from various legal compliances in terms of the INDRP rules.

D. WAVIER

This Tribunal waived the requirement for a duly notarized or sworn-in Complaint and Power of Attorney, due to the silence of the INDRP Rules on this point and further due to the limitation of passing the Award within 60 days as stipulated by the INDRP Rules, this requirement was waived off.

E. COMPLAINANT CONTENTIONS

- i. Complainant is one of a number of companies collectively known as InterContinental Hotels Group ("IHG"), one of the world's largest hotel groups. Companies within IHG own, manage, lease or franchise, through various subsidiaries, 6,505 hotels and 968,112 guest rooms in about 100 countries and territories around the world. IHG owns a portfolio of well-recognized and respected hotel brands including Holiday Inn Hotels; Holiday Inn Express Hotels; Holiday Inn Club Vacations; Hotel Indigo; Six Senses Hotels, Resorts & Spas; InterContinental Hotels & Resorts; Crowne Plaza Hotels & Resorts; Staybridge Suites; Candlewood Suites; Regent Hotels & Resorts; Kimpton Hotels & Restaurants; Hualuxe; Even Hotels; avid Hotels; and voco Hotels; and also manages one of the world's largest hotel loyalty programs, IHG One Rewards. The IHG has a "global



presence" which is supported by various documentary evidences annexed to the Complaint.

- ii. Complaint further claims that the Complainant's Holiday Inn brand was founded in 1952 and today is used in connection with 1,234 hotels, offering 222,184 rooms worldwide supporting documents has been annexure with the complaint by the complainant.
- iii. Complaint further claims that the Complainant and its related companies (including Inter-Continental Hotels Corporation) have prevailed in numerous domain name dispute proceedings involving the HOLIDAY INN Trademark (defined below), including (among many other decisions cited in this Complaint) the largest complaint ever filed under the Uniform Domain Name Dispute Resolution Policy ("UDRP"),³ which resulted in a decision ordering the transfer of 1,519 domain names to Complainant, many of which contained the HOLIDAY INN Trademark (as defined below), *Inter-Continental Hotels Corporation, Six Continents Hotels, Inc. v. Daniel Kirchhof*, WIPO Case No. D2009-1661.
- iv. Complaint further claims that the Complainant (including via InterContinental Hotels Group) is the registrant of numerous domain names that contain the HOLIDAY INN Trademark (defined below), including <holidayinn.com>, which was created on March 21, 1995 (24 years before the Disputed Domain Name) copy of the document has been annexure with the complaint by the Complainant.
- v. Complaint further claims that the Complainant (or its affiliates) owns approximately 1,390 registrations in approximately 170 countries or geographic regions worldwide for trademarks that consist of or contain the mark HOLIDAY INN (the "HOLIDAY INN Trademark"). Details of which have been provide the following table.

Mark	Reg. No.	Date of Registration
HOLIDAY INN	592,539	July 13, 1954

HOLIDAY INN	864,359	January 28, 1969
HOLIDAY INN	3,350,226	December 4, 2007

- vi. Complainant's registrations for the HOLIDAY INN Trademark include the following in India, just to cite a few:

Mark	Reg. No.	Date of Registration
HOLIDAY INN	1,240,887	September 30, 2003
HOLIDAY INN	1,240,888	September 30, 2003
HOLIDAY INN	1,240,889	September 30, 2003

The Complainant has attached printouts of the above registrations from the website of the Government of India's Controller General of Patents Design & Trade Marks along with the Complaint.

- vii. It is further asserted by the Complainant that many previous domains name dispute panels have found that Complainant has strong rights in and to the HOLIDAY INN Trademark. *See, e.g., Six Continents Hotels, Inc. v. Ahmed Marzooq*, WIPO Case No. 2012-0757 (referring to "Complainant's well-known and well-established registered trademark HOLIDAY INN"); *Six Continents Hotels, Inc. v. Jan Paolik*, WIPO Case No. D2007-0472 (the HOLIDAY INN Trademarks are "entitled to a high level of protection due to [their] fame and notoriety"); *Six Continents Hotels, Inc. v. CredoNIC.com / Domain For Sale*, WIPO Case No. D2005-0755 ("the [HOLIDAY INN] mark, more than famous, has become iconic"); *Six Continents Hotels, Inc. v. Asia Ventures*, WIPO Case No. D2003-0659 (the HOLIDAY INN Trademarks "are inherently distinctive, have been used extensively for many years throughout the world in connection with its hotels and services, and are



some of the most widely recognized lodging brands in the world"); and *Six Continent Hotels, Inc. v. The Omnicorp*, WIPO Case No. D2005-1249 ("the HOLIDAY INN name and trademark are famous, are identifiable with Complainant, and have considerable good will").

- viii. The Complainant further submits that the second-level portion of the Disputed Domain Name contains the HOLIDAY INN Trademark (and only the HOLIDAY INN Trademark) in its entirety. As set forth in WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("WIPO Overview 3.0"),⁴ section 1.7: "[I]n cases where a domain name incorporates the entirety of a trademark, or where at least a dominant feature of the relevant mark is recognizable in the domain name, the domain name will normally be considered confusingly similar to that mark for purposes of UDRP standing.

F. RESPONDENT CONTENTIONS:

It is case of Claimant that the -

- i. Respondent registered the Disputed Domain Name on April 17, 2019 (along with the Complaint) - 65 years after Complainant obtained its first registration for the HOLIDAY INN Trademark and 24 years after Complainant registered the domain name <holidayinn.com>. Complainant has filed supporting documents to this effect.
- ii. Respondent is using the Disputed Domain Name in connection with a pay-per-click ("PPC") website that includes links for goods and services that are related to Complainant and the HOLIDAY INN Trademark (defined below), including links labeled "Luxury Hotels," "Hotel Accommodations," "Best Hotel Deals" and "Online Hotel Reservation." Relevant Documents has been attached with the Complaint.
- iii. It appears that after the service of the present complaint was affected by the complainant onto the respondent, the respondent vides its email dated 25th January 2025 has expressed its desire to settle the matter amicably. The



said email was forwarded to the arbitral tribunal by the complainant. Therefore, respondent is not contesting any of the allegation as made by the complainant and has no objection, if the disputed Domain Name <holidayinn.in> is transferred to the Complainant.

G. DISCUSSION & FINDINGS:

It appears that after the service of the present complaint was affected by the complainant onto the respondent, the respondent vides its email dated 25th January 2025 has expressed its desire to settle the matter amicably. The said email was forwarded to the arbitral tribunal by the complainant. Thereafter, a settlement agreement dated 29th March 2025 was signed and executed between the parties and same has been placed on record before this tribunal.

The operating part of the Settlement Agreement is reproduced herein below:

1. *Transfer of Domain Name.*

- (a) *Respondent agrees to transfer the Disputed Domain Name to Complainant and shall take all steps necessary to effectuate a transfer of the Disputed Domain Name to Complainant, including but not limited to providing all requested instructions to NIXI and the arbitrator appointed by NIXI for the Dispute Proceeding.*
- (b) *Respondent hereby waives all rights Respondent has or in the future may have to the Disputed Domain Name and shall not take any actions, either directly or indirectly, to interfere with Complainant's or any other party's rights to or control of the Disputed Domain Name. "*

Doctrine of Amiable Compositeur

Section 28(2) of the Arbitration & Conciliation Act'1996 (hereinafter referred to as 'Act') provides that if the parties have expressly authorized an arbitral tribunal to that effect, the tribunal shall decide issues in an arbitration proceeding as amiable compositeur. The expression amiable compositeur is a French term which means a person who adopts a flexible approach reflecting. Section 28(2) of the Arbitration and Conciliation Act, 1996, further provides that if the parties to arbitration proceedings expressly authorize an arbitral tribunal, it shall decide an issue ex aequo et bono. It is to be noted that the arbitral



tribunal cannot decide an issue *ex aequo et bono*, it can do so only if authorized by the parties by express agreement. Even in a case where the parties have expressly authorized the arbitral tribunal to decide *ex aequo et bono*, the tribunal should not bypass any mandatory requirements relevant to the dispute.

Since, the parties have given their consent for passing an Award based on amicable Settlement reached between the parties and have also placed on record a copy of Settlement Agreement signed and executed between the parties, this tribunal finds it appropriate to decide the dispute accordingly.

DISPOSITIONS: Since the dispute relating to the domain name <holidayinn.in> has been settled amicably between the parties, therefore the present complaint is disposed of accordingly.

THE ARBITRAL TRIBUNAL DIRECTS THAT: The disputed domain name < holidayinn.in> be transferred to the complainant, Six Continents Hotels Inc, having its Office at Three Ravinia Drive, Suite 100 Atlanta, Georgia 30346 USA.

Place: New Delhi

Date: 21.04.2025


(Abhinav S. Raghuvanshi)

Sole Arbitrator

The Arbitral Tribunal