



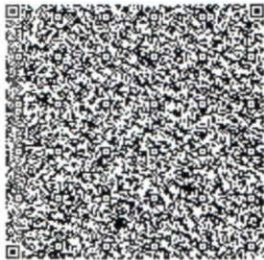
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL15879080207283M
Certificate Issued Date : 30-Jan-2014 02:15 PM
Account Reference : SHCIL (FI)/ dl-shcil/ HIGH COURT/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL-SHCIL29201340327518M
Purchased by : A K SINGH ADVOCATE
Description of Document : Article 12 Award
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : A K SINGH ADVOCATE
Second Party : NA
Stamp Duty Paid By : A K SINGH ADVOCATE
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

BEFORE THE SOLE ARBITRATOR UNDER THE .IN DISPUTE RESOLUTION POLICY

IN THE MATTER OF:

IDFC LTD.
NAMAN CHAMBERS, C-32, G BLOCK,
BANDRA KURLA COMPLEX,
BANDRA EAST, MUMBAI

(Complainant)

Versus

MR. PANKAJ SINGLA
HOUSE NO. 660, SECTOR-10,
PANCHKULA, HARYANA

(Respondent)

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

THE PARTIES:

The Complainant in this proceeding is IDFC Ltd., and is an internationally renowned financing company.

The Complainant is represented through its authorized representative:

AZB & Partners,

23rd Floor, Express Towers,

Nariman Point, Mumbai - 400 021

India

Telephone: +91 22 6639 6880

Fax: +91 22 6639 6888

E-mail: nandan.pendsey@azbpartners.com

The Respondent in this proceeding is Pankaj Singla, House No. 660, Sector-10, Panchkula, Haryana- 134109, +91 981594598, teconca110@gmail.com

THE DOMAIN NAME AND REGISTRAR:

The domain name in dispute is www.idfcbank.in. According to the WhoIs Search utility of .IN Registry, the Registrar of the disputed domain name www.idfcbank.in, with whom the disputed domain name www.idfcbank.in is registered, is GoDaddy.com, LLC (R101-AFIN).

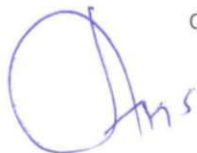
PROCEDURAL HISTORY:

I was appointed as the Arbitrator by the .IN Registry, to adjudicate upon the Complaint of the Complainant, regarding the dispute over the domain name www.idfcbank.in on 23.12.2013. The .IN Registry has supplied a copy of the Complaint to me.

On 07.01.2014, I sent an email to the parties informing them about my appointment as the Arbitrator, and also directing the Complainant to supply the copy of the complaint with annexures to the Respondent and, in case the Complaint had already been served upon the Respondent, to provide me with the details of service record.

In accordance with INDRP read with INDRP Rules of Procedure, notice of arbitration was sent to the Respondent on 07.01.2014 with the instructions to file his say latest by 22.01.2014.

On 09.01.2014, I received an email from the Respondent confirming the service of the Complaint to the Respondent and was further informed by him vide the



same mail that he was ready and willing to transfer the disputed domain name in favour of the Complainant. He further stated that he purchased the domain name in good faith but was unable to operationalize the business platform for which such domain name had been purchased and, as such, he no longer intends to use the domain name in dispute and the same can be transferred to the Complainant. In the same mail, the Respondent has acknowledged the fact that the Complainant is the rightful owner of the disputed domain name.

In response to the Respondent's above mentioned mail dated 09.01.2014, the Complainant vide mail of the same date requested the Tribunal to inform the parties the procedure of transfer of the disputed domain name and the NIXI Rules regarding the same.

Vide mail dated 15.01.2014 the Tribunal directed the parties to confirm if both the parties were ready to settle the dispute, and accordingly further inform the Tribunal of the terms and conditions of the settlement, if any.

Since neither did the Tribunal receive any response to its mail dated 15.01.2014 nor the Respondents reply to the complaint, vide mail dated 22.01.2014 the Tribunal once again called upon the parties to inform the Arbitrator about the latest position of the dispute. In case the parties had settled, they were directed to inform the Tribunal of the terms of the settlement. In case no consensus was reached between the parties, the Respondent was again directed to file his reply to the Complaint within seven (7) days from the receipt of the email, failing which the Arbitrator would proceed with the issue in accordance with INDRP Policy and Rules.

Vide mail dated 22.01.2014 the Complainant outlined the terms of settlement of the agreement and called upon the Respondent to agree to the same in order to close the dispute, and inform the Tribunal accordingly.

Vide mail dated 23.01.2014 the Respondent informed the Tribunal that he was ready to transfer the Disputed Domain Name to the Complainant at no cost and relinquish all claims over the complainant's trademark. The Respondent further agreed to comply with all the other conditions put up by the Complainant, and requested the Tribunal to transfer the disputed domain name in favour of the Complainant.

I have perused the record and annexure/ documents.

DECISION AND AWARD

The Complainant had filed the present Complaint praying to this Tribunal that the domain name www.idfcbank.in be transferred to the Complainant under Rule 3(b) (vii). The Respondent vide mail dated 23.01.2014 has requested the Arbitrator to transfer the domain name in dispute to the Complainant, and also has agreed to the terms and conditions of the transfer as communicated by the Complainant. The said mail is reproduced below:

*"As per the email sent by Mr. NandanPendsey, **I agree to transfer the said domain name at no cost to IDFC Ltd.***

I also agree to coordinate with the Registrar to transfer the aforesaid domain name as soon as the lock is removed.

I agree that I will not use the trademark IDFC, or any other mark which is identical or deceptively similar to the trademark IDFC in any manner, or register any other domain names or obtain any other registrations with any authority, incorporating IDFC Limited's trademark IDFC.

Kindly close this dispute and let me know the further actions required from my side."

Since, the Respondent has given his consent to transfer the domain name in dispute to the Complainant and also agreed to the terms of the settlement as communicated by the Complainant vide mail dated 23.01.2014, I am refraining myself from going into the merits of the Complaint.

In light of the facts mentioned above, and especially that the Parties have arrived to a settlement, and the Respondent himself has requested vide mails dated 09.01.2014 and 23.01.2014 to transfer the domain name in dispute to the Complainant, I dispose of this complaint, holding that the Complainant is entitled to the domain name in dispute and accordingly direct NIXI to transfer the domain name in dispute i.e., www.idfcbank.in to the Complainant.

No cost or penalty is imposed upon the Respondent. Parties are directed to bear their own cost. The Award is accordingly passed on this 31st day of January, 2014.



Mr. A.K. Singh
Sole Arbitrator
31st day of January, 2014