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ARBITRATION AWARD

INDRP CASE No. 1302

GOOGLE LLC [Complainant] v Bhanu, Elec2care [Respondent]

Disputed Domain Name: YOUTUBES.IN

BEFORE THE SOLE ARBITRATOR: VAKUL SHARMA

DATED: FEBRUARY 26, 2021



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ARBITRATION AWARD**In the matter of:****Google LLC**

1600 Amphitheatre Parkway

Mountain View, CA 94043

United States of America

[Complainant]

-v-

Disputed Domain Name:Bhanu, Elec2care
12 Tara Nagar, Jaipur**www.youtubes.in****[Respondent]****INDRP CASE No. 1302 .****1. The Complainant**

The Complainant is a company duly registered under the laws of Delaware in the United States of America. It has been carrying on business in Internet related services and products since 1997. In November 2006, the Complainant acquired YouTube LLC, a video sharing and hosting platform launched in 2005.

2. The Respondent

Respondent in this administrative proceeding is Bhanu, Elec2Care. Complainant placed reliance on WHOIS details [Annexure P of the Complaint] giving details of the Respondent



herein. The Complainant has alleged that the Registrant registration and use of the disputed domain name is violative of the conditions as laid down in Paragraph 4 of the INDRP.

The Registrar with which the domain name is registered is: Endurance Domains Technology LLP

3. Disputed Domain Name

<YOUTUBES.IN>

4. Jurisdiction

The Complainant by filing the Complaint under the aforesaid INDRP Rules of Procedure [Rules] has accepted the subject matter jurisdiction of the .IN Domain Dispute Resolution Policy -.INDRP [Policy].

In view of the above, this domain name dispute is properly within the scope of the Policy. The registration agreement, pursuant to which the disputed domain name was registered, incorporates the Policy. Disputes between Registrants, as they relate to domain name registrations, are governed by the Policy.

5. Procedural History

- (i) 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"), which were approved on June 28, 2005 in accordance with the Indian Arbitration and Conciliation Act, 1996. By submitting to the Policy and the Rules, the Complainant agreed to the resolution of the disputes pursuant to the Policy and the Rules.



- (ii) The Complaint was filed by the Complainant with NIXI against the Respondent. NIXI verified the Complaint and its annexures for conformity with the requirements of the Policy and the Rules.
- (iii) I submitted the statement of acceptance on 15/12/2020 and subsequently appointed by NIXI as an Arbitrator in the above matter [INDRP No. 1302] vide email dated December 16, 2020.
- (iv) Complainant submitted a Copy of the Complaint and Annexures to me as well as to the Respondent vide email dated December 22, 2020 on his email ID: elec2care@gmail.com in accordance with the Rules.
- (v) Complainant has further placed on record a scanned copy of a Courier Receipt bearing No. 15918803924 dated December 23, 2020, as proof of dispatch.
- (vi) In view of the completion of procedures related to Service of Complaint as mandated under the Rules, I issued a Notice dated 26/12/2020 to the Respondent to submit its reply to the above said complaint within 15 days from the date of the Notice.
- (vii) I received an email dated January 12 2021 from the Respondent stating as follows:
- "the Respondent in the captioned matter have reached a settlement with the Complainant pursuant to which I undertake to transfer the domain name www.youtubes.in to the Complainant Google LLC. I also undertake to not adopt any domain name comprising any of the Complainant's trademark including but not limited to the trademark YOUTUBE. It is therefore humbly requested that an award be passed accordingly and the domain name www.youtubes.in be transferred to the Complainant, Google LLC."*



- (viii) Subsequently, I received an email dated February 4, 2021 from the Complainant stating as follows:

"Pursuant to the Respondent's email below informing about the settlement and forwarding the undertaking, we look forward to receiving the decision in the matter."

- (ix) I noticed that the parties to the dispute did inform me vide their respective communications as mentioned above on two different dates, i.e., January 12, 2021 and February 4, 2021 and in view of ascertaining veracity of facts, I directed parties to the dispute vide Notice dated 11/02/2021 to submit a jointly executed Settlement Terms/Agreement between them which is a requirement under Paragraph 15 of the INDRP Rules of Procedure R/W Section 30 of the Arbitration and Conciliation Act, 1996.
- (x) In response to my aforesaid Notice, I received on 20/02/2021, Settlement Agreement dated 19/02/2021 between the Complainant and the Respondent referred to as the First Party and the Second Party respectively duly signed by both the parties. Part of the said Agreement is reproduced below:

NOW, THEREFORE in consideration of the mutual agreement made by the parties hereto, the Parties, agree as follows:

1. The Second Party agrees to transfer the domain name: www.youtubes.in to the First Party. The Second Party also undertakes to not adopt any domain name



comprising any of the First Party's trademarks including but not limited to the trademark YOUTUBE.

2. *This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.*

* * * * *

Decision

In terms of the Settlement Agreement arrived between the parties, I hereby direct that the disputed domain name <YOUTUBES.IN> be transferred to the Complainant and the Respondent is also being directed to cooperate fully with NIXI in the smooth transfer of the said domain name. In accordance with the Policy and Rules, I request NIXI to oversee the transfer to the Complainant.

The parties are to bear their own costs.

The original copy of the Award is being sent alongwith the records of the proceedings to the National Internet Exchange of India (NIXI) for its record and a copy of the Award are being sent to both the parties for their information and record.


Vakil Sharma
(Sole Arbitrator)


Dated: February 26, 2021