



Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL04631285874695U
Certificate Issued Date	: 21-Oct-2022 12:02 PM
Account Reference	: IMPACC (SH)/ dlshimp17/ HIGH COURT/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDSLHIMP1787406503218084U
Purchased by	: ALOK KUMAR JAIN
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ALOK KUMAR JAIN
Second Party	: Not Applicable
Stamp Duty Paid By	: ALOK KUMAR JAIN
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

Disputed Domain Name: www.swedbank.in
ARBITRATION AWARD

...Respondent

Page 1 of 30

Alok Kumar Jain

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

BEFORE ALOK KUMAR JAIN, SOLE ARBITRATOR

.IN REGISTRY

NATIONAL INTERNET EXCHANGE OF INDIA(NIXI)

INDRP ARBITRATION

INDRP Case No. 1620

Disputed Domain Name: www.swedbank.in

ARBITRATION AWARD

Dated 31.10.2022

IN THE MATTER OF:

Swedbank AB

105 34 Stockholm

Sweden

Complainant

DingDing, DingCorp
A3, JiaZhaoYe, JiangBei,
Huicheng District,
HuiZhou, 516000
GuangDong, China
(Arbitration documents to this address),
HuiZhou , California, 516000, US

Versus

Respondent

1. The Parties

- 1 The Complainant in this Arbitration proceedings is Swedbank AB, a company incorporated under the Companies Act, 1956, having its registered office at Drottninggatan 92-94, 111 36 Stockholm, Sweden , E-mail udrp@cscglobal.com ,represented

by Khaddyja M'balo, CSC Digital Brand Services Group AB.
Address: Drottningatan 92-94, 111 36 Stockholm, Sweden
Telephone: +1 302-636-5401x 60555 ,E-mail:
udrp@cscglobal.com

- 2 The Respondent is DingDing / Dingcorp , Address: A3, JiaZhaoYe, JiangBei, Huicheng District, HuiZhou, 516000 Guangdong, China (Arbitration documents to this address), HuiZhou , California, 516000, US c. Telephone: +86.17172121151 Email: chromebooks@hotmail.com

3 **Domain Name and Registrar:-**

- 3.1 The Disputed Domain name is <www.swedbank.in>
registered on 5th October 2021

- 3.2 The accredited Registrar with whom the Disputed Domain Name is registered is Dynadot, LLC

4 **Procedure 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") which were approved in accordance with the Indian Arbitration and Conciliation Act, 1996. By registering the Disputed Domain Name with a NIXI accredited Registrar, the Respondent

Alok Kumar Jain

agreed to the resolution of disputes pursuant to the said Policy and the Rules.

As per the information received from NIXI, the history of the proceedings is as follows:

- 3.2. The Complaint was filed by the Complainant with NIXI against the Respondent . On 11.10.2022 I was appointed as Sole Arbitrator to decide the disputes between the parties. I submitted statement of Acceptance and Declaration of Impartiality and Independence as required by rules to ensure compliance with Paragraph 6 of the Rules.

NIXI notified the Parties of my appointment as Arbitrator via email dated 11.10.2022 and served by email an electronic Copy of the Complainant with Annexures on the Respondent at the email addresses of the Respondent.

- 3.3. I issued notice to the parties vide email dated 12.10.2022 directing the Complainant to serve complete set of Complaint on the Respondent in soft copies as well as in physical via courier /Post. The Complainant served the copies of the Complaint (including Annexures) in electronic form at the

Alok Kumar Jain

email addresses of the Respondent and also sent hard copy of the Compliant to the Respondent. The Respondent was directed to file its response within 7 days from the date of notice. No response was received from the Respondent. Therefore, on 20.10.2022, I granted further time to Respondent directing the Respondent to file response by 25.10.22 failing which the matter shall be decided on merit. The extra time given to the Respondent expired on 25.10.2022. Even thereafter no response was received from the Respondent till 30.10.2022. Now the complaint shall be decided on merit. No personal hearing was requested.

- 3.4 A Complete set of Complaint was sent by NIXI in electronic form by email to the Respondent on 11.10.2022 while informing the parties about my appointment as Arbitrator. There after a complete set of complaint was again sent to the Respondent in electronic form by email by the Complainant as per directions of the tribunal. 7 days time given to the Respondent to file response expired on 19.10.2022. on 20.10.2022 the tribunal granted further 5 days time to the

Alok Kumar Jain

Respondent to file its response. All communications were sent to Complainant, Respondent and NIXI by email. Therefore I hold that there is sufficient service on the Respondent through email as per INDRP rules. The Respondent has not filed any response to the Complaint despite two opportunities and there has been no communication from the Respondent till date.

3.5. Clause 8(b) of the INDRP Rules 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.

3.6. Clause 12 of INDRP Rules provides that in event any party breaches the provisions of INDRP rules and/or directions of the Arbitrator, then matter can be decided ex-parte by the Arbitrator and such arbitral award shall be binding in accordance to law.

3.7 As stated above, Initially I gave 7 days time to the Respondent to file a Response and additional 5 days time to file response, but the Respondent failed to file any Response to the

Complaint despite opportunities and chose not to answer the Complainant's assertions or controvert the Complaint and the contentions raised. As a result, I find that the Respondent has been given a fair opportunity to present his case but has chosen not to come forward and defend itself.

- 3.8 Further Clause 13(a) of the Rules provides that an Arbitrator shall decide a Complaint on the basis of the pleadings submitted and in accordance with the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2015 read with the Arbitration & Conciliation Rules, Dispute Resolution Policy, the Rules of Procedure and any by-laws, and guidelines and any law that the Arbitrator deems to be applicable, as amended from time to time.

In these circumstances the Tribunal proceeds to decide the complaint on merit in accordance with said Act, Policy and Rules in absence of the Respondent on Respondent's failure to submit a response despite having been given sufficient opportunity and time to do so.

Alok Kumar Jain

4. Grounds for Arbitration Proceedings.

INDRP Policy para 4.Class of Disputes provides as under:

Any Person who considers that a registered domain name conflicts with his/her legitimate rights or interests may file a Complaint to the .IN Registry on the following premises:

- (a) the Registrant's domain name is identical and/or confusingly similar to a name, trademark or service mark in which the Complainant has rights; and
- (b) the Registrant has no rights or legitimate interests in respect of the domain name; and
- (c) the Registrant's domain name has been registered or is being used in bad faith.

5. The Case of the Complainant :-

The Complainant submits that the Disputed Domain Name is in complete violation of the provisions of Clause 4 (Types of Disputes) and clause 7 (Evidence of Registration and use of Domain Name in Bad Faith) of the Policy as per details given

Alok Kumar Jain

in the complaint. The Complainant has prayed inter alia that the Disputed Domain name be transferred to the Complainant. In support of its case, the Complainant has stated inter alia as under:

5.1. The Complainant submits that the Swedbank AB (“Complainant herein ”), is the owner of trademark ‘swedbank’ having registrations across various jurisdictions. Complainant has attached attached as **Annexure E** printouts from Intellectual Property India (India – CGPDTM), the Swedish Intellectual Property Office (SIPO), the European Union Intellectual Property Office (EUIPO), the United States Patent and Trademark Office (USPTO) and the World Intellectual Property Organization (WIPO) for these registrations, which demonstrate that the Complainant has spent a considerable amount of time and money protecting its intellectual property rights. These registrations are referred to as the “Complainant’s Marks.” The trademarks relevant to this instant matter is as under:

Trade Mark	Application / Registration No.	Date of Application / Registration	Country	Class(es)
SWEDBANK	4527659	11 June, 2020	India	36, 38, 42, 45

Annexure E.1 is the photocopy of the Certified Copy of the entry of the trademarks.

Alok Kumar Jain

5.2 It is averred that the Complainant is also the registered proprietor of the trademarks SWEDBANK in the various countries as shown in Annexure E.2-E.6 attached with the Complaint.

5.3 Complainant further stated that the Swedbank(SWEDA) was founded in 1820, and today, Complainant is the leading bank in the four primary markets it serves: Sweden, Estonia, Latvia and Lithuania. With 186 branches in Sweden and 125 branches in the Baltic region, as well as global operations across Norway, Finland, Denmark, Luxembourg, China, the United States, and South Africa, Complainant is able to serve its more than 7 million private customers and over 600,000 corporate customers. Complainant formally adopted the name "Swedbank" in 2006. **Annexure H.2 to H.3** shows the information about Swedbank, company history and Strategic direction. The Swedbank provides services to a wide range of private and corporate customers. Services offered include: deposit and lending products; guarantees; non-life insurance products; brokerage and other securities; real estate brokerage; and asset management, financing, and life insurance and pension services. In 2021 Complainant generated total income in excess of SEK 46 million. **Annexures H.1 to H.4** shows Swedbank's Information and Quick facts summary; **Annexure H.5** contain select pages from Complainant's 2021 Annual Report.

Alok Kumar Jain

5.4 That the Swedbank has a strong Internet presence through its websites and is the owner of numerous TLDs containing the term “swedbank” including <swedbank.se>, <swedbank.com> and <swedbank.us>. According to Similarweb.com Complainant’s <swedbank.se> domain received 11.1 million visits in April 2022 alone and ranks 3,452th globally and 25st in Sweden. Complainant’s website and primary domain <swedbank.com> ranks 153,480th globally and has had a total of 307.4K visits in April 2022. See **Annexure H.6** is a list of Complainant’s domain registrations containing the term “swedbank”; **Annexure C** provides Whois contact information for Complainant’s primary domain names; **Annexure G** contains screenshots of the websites available at Complainant’s primary domain names; see also **Annexure H.7** is website analytics of Complainant’s primary domain names <swedbank.se> and <swedbank.com>. Swedbank AB is headquartered in Stockholm, Sweden and employs more than 16,00 people.

6. **Discussions and findings:**

The Complainant has invoked Clause 4 of the Policy to initiate the Arbitration Proceeding.

Alok Kumar Jain

Clause 4 of the INDRP Policy provides as under:

4. Class of disputes:

Any Person who considers that a registered domain name conflicts with his/her legitimate rights or interests may file a Complaint to the .IN Registry on the following premises:

- (a) the Registrant's domain name is identical and/or confusingly similar to a name, trademark or service mark in which the Complainant has rights; and
- (b) the Registrant has no rights or legitimate interests in respect of the domain name; and
- (c) the Registrant's domain name has been registered or is being used in bad faith.

Therefore in order to succeed in the Complaint, the Complainant has to satisfy inter alia all the three conditions provided in clauses 4(a), 4(b) and 4(c) quoted above.

6.1

Condition 4(a):) the Registrant's domain name is identical and/or confusingly similar to a name, trademark or service mark in which the Complainant has rights;

Alok Kumar Jain

I have gone through the complaint and perused all the documents annexed with the Complaint.

As per averments made in the Complaint, the Complainant is the owner of SWEDBANK trademarks. It is further submitted that it is standard practice when comparing a Disputed Domain Name to Complainant's trademarks, to not take the extension into account. See *WIPO Jurisprudential Overview 3.0 at 1.11.1*: "The applicable Top Level Domain ("TLD") in a domain name (e.g., ".com", ".club", ".nyc") is viewed as a standard registration requirement and as such is disregarded under the first element confusing similarity test". The Second Level Domain of the Disputed Domain Name consist solely of Complainant's SWEDBANK trademark, resulting in a domain name that is identical to the Complainant's SWEDBANK trademark and thus meeting the requirements under 4.a.(i) of the Policy.

Alok Kumar Jain

The Respondent has not filed any response to the complaint as such all the averments of the complainant has remained un rebutted.

It is evident from above submissions and documents annexed with the complaint that the complainant has sufficiently established its rights in and to the ownership of the SWEDBANK Trademarks.

A mere perusal of the disputed domain name 'swedbank.in' of the Registrant/Respondent shows that the Respondent has used the Complainant's trading mark " " in its entirety. it is well established that the mere addition of the Country Code Top Level Domain '.in' does not add any distinctive or distinguishing element.

Following cases may be seen in this regard:

- i. *Lego Juris AIS v. Robert Martin (INDRI/125)* wherein the Learned Arbitrator observed that it is well recognized that incorporating a trademark in its entirety, particularly if the mark is an internationally well-known mark, is sufficient to establish that the domain name is identical or confusingly similar to the Complainant's registered mark.

Alok Kumar Jain

- ii. *Incase Designs Corp v. Stavros Fernandes (INDRP/ 1209)* wherein the Learned Arbitrator observed that it is well established that the mere addition of the Country Code Top Level Domain '.in' does not add any distinctive or distinguishing element. In view of the same the Learned Arbitrator adjudged that the domain name *www.incase.in* of the respondent was identical to the trade mark *INCASE* of the Complainant.
- iii. *The Gillette Company v. Mr Gaurav Kana (INDRJ/049)* wherein the disputed domain name was *www.gillete.in* and the complainant was the proprietor of the trademark and trading name *GILLETTE*. The Learned Arbitrator in the matter observed that:

"The Complainant has been using the trade name *GILLETTE* in many countries including the United States. As such, consumers looking for *GILLETTE* may instead reach the Respondent's website. Therefore I hold that the domain name *www.gillette.in* is confusingly similar to the Complainant's trademark."

Alok Kumar Jain

In view of the above facts and submissions of the complainant, and on perusal of the documents annexed with the Complaint, I hold that the Disputed Domain Name www.swedbank.in of the Registrant is identical to the trademark SWEDBANK of the Complainant.

6.2 **Condition no.4 (b) the Registrant has no rights or legitimate interests in respect of the domain name;**

The Complainant has stated in the complaint that the granting of registrations by the India – CGPDTM, SIPO, EUIPO, USPTO and WIPO to Complainant for the SWEDBANK trademark is prima facie evidence of the validity of the term “SWEDBANK” as a trademark, of Complainant’s ownership of this trademark, and of Complainant’s exclusive right to use the SWEDBANK trademark in commerce on or in connection with the goods and/or services specified in the registration certificates. (Ref Annexure E.)

It is stated further that the Respondent is not sponsored by or affiliated with Complainant in any way and Complainant has

Alok Kumar Jain

not given Respondent permission to use Complainant's trademarks in any manner, including in domain names. "In the absence of any license or permission from the Complainant to use its trademark, no actual or contemplated bona fide or legitimate use of the Disputed Domain Name could reasonably be claimed.

And the Respondent is not commonly known by the Disputed Domain Name, which evidences a lack of rights or legitimate interests.

In the instant case, the pertinent Whois information identifies the Registrant as "DingDing/ Dingcorp (Please contact us via email, and our email is chromebooks@hotmail.com)", which does not resemble the Disputed Domain Name in any manner. Thus, where no evidence, including the Whois record for the Disputed Domain Name, suggests that Respondent is commonly known by the Disputed Domain Name, then Respondent cannot be regarded as having acquired rights to or legitimate interests in the Disputed Domain Name. The Respondent is using the Disputed Domain Name to direct

Alok Kumar Jain

internet users to a website featuring links to third-party websites, some of which directly compete with Complainant's business. For instance, the website at which the Disputed Domain Name resolves features multiple third-party links for products and services related to Complainant's area of business such as "Business Accounts" and "Business Loans". Presumably, Respondent receives pay-per-click fees from the linked websites that are listed at the Disputed Domain Name's website. Prior UDRP decisions have consistently held that respondents that monetize domain names using pay-per-click links have not made a bona fide offering of goods or services that would give rise to rights or legitimate interests in a disputed domain name. As such, the Respondent is not using the Disputed Domain Name to provide a bona fide offering of goods or services as allowed under Policy 4(c)(i), nor a legitimate non commercial or fair use as allowed under Policy .A reference is made in the complaint inter alia to case of *Fiskars Corporation v. Lina / Doublefist Limited*, Case No.1067 (INDRP, 11 December 2018) finding "The

Alok Kumar Jain

Respondent has incorporated the Complainant's trademark "FISKARS" in its entirety to attract users to the Disputed Domain Name by creating a likelihood of confusion with the Complainant's trademark with an intent of trading on the goodwill and reputation associated with the Complainant's trademarks "FISKARS" for illegal profits. This is evinced by the presence of multiple pay-per-click links posted to Respondent's website. These facts supports the inference that the Respondent deliberately registered the Disputed Domain Name using the Complainant's trademark with the intention to exploit it." **Annexure F** contain screenshot of the Disputed Domain Name's website.

It is further stated that the Disputed Domain Name is being offered for sale in an amount that far exceeds the Respondent's out-of-pocket expenses in registering the domain, which serves as further evidence of Respondent's lack of rights and legitimate interests. Past Panels have consistently upheld this view. See *Spirig Pharma AG v.*

Whois privacy services, provided by DomainProtect /

Alexander Zinovjev, D2014-1612 (WIPO, Nov. 4, 2014) (The only use of the disputed domain name is an offer to sell. Considering that that <excipial.com> is clearly referring to a distinctive trademark and not a common word, such “use” cannot be considered as legitimate interests.). **Annexure J** are evidence of emails requesting the Complainant to purchase the Disputed Domain Name. **Annexure I** is Correspondence from Respondent in response to Cease and Desist letter. Respondent registered the Disputed Domain Name on 5 October, 2021, which is significantly after Complainant filed for registration of its SWEDBANK trademark with the India – CGPDTM, SIPO, EUIPO, USPTO and WIPO, and also significantly after Complainant’s first use in commerce of its trademark in 1820. Further, Respondent’s registration of the Disputed Domain Name is also significantly after the Complainant’s registrations of its primary domain names as stated in the complaint.

Alok Kumar Jain

The Complainant has now proved and established its extensive rights in the trademark SWEDBK . Accordingly, the Registrant has no basis, reason or justification for having adopted a substantially identical disputed domain name. The Complainant has not licensed, authorized or otherwise permitted the Registrant to use its trading name or trademark or to apply for or use the domain name incorporating said name.

The Respondent has not filed any response as such the facts stated in the complaint had remained unrebutted. Further the Respondent has failed to satisfy the conditions contained in clause 6(a),(b) and 6(c) of INDRP Policy.

On the contrary the Complainant has established that the Registrant has no rights or legitimate interest in respect of the Disputed Domain Name and has never been identified with the Disputed Domain Name or any variation thereof. The Registrant's use of the Disputed Domain Name is dishonest and with the sole intention to divert and mislead customers

Alok Kumar Jain

onto unrelated and sponsored links belonging to third parties including Competitors.

Therefore, in view of the submissions made in the complaint and on perusal of the accompanying documents, I am of the opinion that the Respondent has no rights or legitimate interests in respect of the domain name;

Accordingly I hold that the Registrant has no rights or legitimate interests in respect of the Disputed Domain Name.

6.3

Condition 4(C): the Registrant's domain name has been registered or is being used in bad faith

Clause 7 of INDRP Policy provides as under:

Clause 7. Evidence of Registration and use of Domain Name in Bad Faith

For the purposes of Clause 4(c), the following circumstances, in particular but without limitation, if found by the Arbitrator to be present, shall be evidence of the registration and use of a domain name in bad faith:

Alok Kumar Jain

- (a) circumstances indicating that the Registrant has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant, who bears the name or is the owner of the trademark or service mark, or to a competitor of that Complainant, for valuable consideration in excess of the Registrant's documented out-of-pocket costs directly related to the domain name; or
- (b) the Registrant has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the Registrant has engaged in a pattern of such conduct; or
- (c) by using the domain name, the Registrant has intentionally attempted to attract Internet users to the Registrant's website or other on-line location, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of the Registrant's website or location or of a product or service on the Registrant's website or location.
- Alok Kumar Jain*

The Complainant and its SWEDBANK trademark are known internationally, with trademark registrations across numerous countries. The Complainant has marketed and sold its goods and services using this trademark since 1820, which is well before Respondent's registration of the Disputed Domain Name on 5 October 2021. By registering a domain name that incorporates Complainant's trademark in its entirety, Respondent has created a domain name that is confusingly similar to Complainant's trademark, as well as its <swedbank.se>, <swedbank.com> and <swedbank.us> domains. As such, Respondent has demonstrated a knowledge of and familiarity with Complainant's brand and business. Respondent's soliciting emails as well as the correspondence from Complainant's cease and desist notices further confirms that the level of familiarity of Complainant's brand and business.(**Annexures I and J**). In light of the facts set forth within this Complaint, it is "not possible to conceive of a plausible situation in which the Respondent would have been unaware of" the Complainant's brands at the time the Disputed

Alok Kumar Jain

Domain Name was registered. See *Telstra Corp. Ltd. v. Nuclear Marshmallows*, D2000-0003 (WIPO Feb. 18, 2000). Stated differently, SWEDBANK is so closely linked and associated with Complainant that Respondent's use of this mark, or any minor variation of it, strongly implies bad faith – where a domain name is “so obviously connected with such a well-known name and products,...its very use by someone with no connection with the products suggests opportunistic bad faith.” See *Parfums Christian Dior v. Javier Garcia Quintas*, D2000-0226 (WIPO May 17, 2000). Further, where the Disputed Domain Name incorporated Complainant's trademark in its entirety, “it defies common sense to believe that Respondent coincidentally selected the precise domain without any knowledge of Complainant and its trademarks.” See *Asian World of Martial Arts Inc. v. Texas International Property Associates*, D2007-1415 (WIPO Dec. 10, 2007).

Reference may be made to case of *PRL USA Holdings, Inc. v. LucasCobb*, D2006-0162 (WIPO Mar. 30, 2006) for registration in bad faith “Respondent's use of the Domain Name to earn

Alok Kumar Jaini

referral fees by linking to other websites attracts Internet users to Respondent's site by creating confusion as to source and results in commercial gain to Respondent. Accordingly, the Panel finds that the Domain Name was registered in bad faith.”). In addition to the Disputed Domain Name, the Respondent currently holds registrations for several other domain names that misappropriate the trademarks of well-known brands and businesses. This fact demonstrates that the Respondent is engaging in a pattern of cybersquatting/typosquatting, which is evidence of bad faith registration and use of the Disputed Domain Name. Reference is made to case of *BHP Billiton Innovation Pty Ltd v. Cameron David Jackson / PrivacyDotLink Customer 2415391 / PrivacyDotLink Customer 2463008*, D2016-2020 (WIPO, Nov. 21, 2016) (“The litany of calculated, bad faith behaviour sustained over a long period of time, the weight of the numerous UDRP decisions against him, the sheer number of specific findings that he engaged in a pattern of bad faith conduct and the fact that this serial cybersquatter has not

Alok Kumar Jain

placed any explanation before this Panel as to his bad faith conduct can lead to no other conclusion.”).

A perusal of the complaint, the documents annexed and cases referred shows that the Complainant is a well known reputed and global entity with extensive operations around the world founded in 1820. The Registrant was most certainly aware of the repute and goodwill of the Complainant. Therefore adoption of the substantially identical Disputed Domain Name by the Registrant in 2021 is with the sole intention to trade upon and derive unlawful benefits from the goodwill accruing to the Complainant. The Registrant has in fact knowingly adopted the Disputed Domain Name which wholly contains the Complainant's prior trademark SWEDBANK to attract customers to the Disputed Domain Name by creating confusion with the Complainant's reputed trademark SWEDBANK and corresponding domain name.

The bad faith of the Registrant is further evident from the fact that Using the Disputed Domain Name for displaying links for commercial gain is clearly in bad faith. The Registrant is also

Alok Kumar Jain

offering the Disputed Domain Name for sale on online platforms. This shows that the Registrant adopted the Disputed Domain Name for the purpose of selling, renting or otherwise transferring the same to the Complainant or to a competitor of the Complainant, for a valuable consideration in excess of documented out of pocket costs directly related to the Disputed Domain Name.

The Complainant has further averred that the Registrant is a cyber squatter and a cyber pirate and has been engaged in a pattern of such unlawful conduct wherein the Registrant routinely and in bad faith registers domain names containing reputed trademarks to derive unlawful and illegitimate gains by misleading customers onto such identical substantially similar disputed domain names which then re-directs customers on to third party sponsored links. The Registrant offers such disputed domain names for sale and tries to extort monetary consideration from the lawful proprietors of reputed trademarks for transferring the such domain names.

ALOK KUMAR JAIN

In view of above facts, submissions of the Complainant and on perusal of the documents annexed with the Complaint , I find that the Complaint has proved the circumstances referred in Clause 7(a)(b) and (c) of INDRP policy and has established that the registration of disputed domain name is in bad faith.

Accordingly I hold that the Registrant's Domain Name has been registered in bad faith.

Decision:

7. In view of the foregoing, I hold that the Disputed Domain Name is identical and or confusingly similar to the Complainant's well-known 'SWEDBANK' Trademarks and that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name and that the Disputed Domain Name was registered in bad faith.

Alok Kumar Jain

In accordance with the INDRP Policy and Rules, I direct that
the Disputed Domain Name registration be transferred to
the Complainant,

Delhi
Dated 31.10.2022

Alok Kumar Jain
Alok Kumar Jain
Sole Arbitrator