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INDRP ARBITRATION
BEFORE ANUPAM SANGHI
SOLE ARBITRATOR, AT NEW DELHI
UNDER THE NATIONAL INTERNET EXCHANGE OF INDIA
[NIXI]
(UNDER.IN DOMAIN NAME DISPUTE RESOLUTION POLICY)
INDRP CASE NO. 2145

Disputed Domain Name: <instasave.in>

In the Arbitration Matter Of:

INSTAGRAM, LLC
1 Meta Way,
Menlo Park, California 94025
United States of America

.....*Complainant*

Versus

MD Shawrab
JOY IT FIRM LLC
30 Northh Gould Street R
Wyoming, Sheridan 82801
United States of America

.....*Respondent*

ARBITRATION AWARD

A DISPUTE RELATING TO THE DOMAIN NAME <instasave.in>

PLACE: NEW DELHI

ANUPAM SANGHI

DATE: 14 September 2026

SOLE ARBITRATOR

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I. PARTIES TO THE ARBITRATION

1. The Complainant is **INSTAGRAM, LLC, 1 Meta Way, Menlo Park, California, United States of America - 94025** represented by their power of attorney

(represented by their authorized representative vide power of attorney in this administrative proceeding is:

Name: David Taylor / Jane Seager

Address: Hogan Lovells (Paris) LLP, 17 avenue Matignon, 75008 Paris, France

Telephone: +33 1 53 67 47 47

Fax: +33 1 53 67 47 48

Email: domaindisputes@hoganlovells.com.

2. The respondent is **MD Shawrab, JOY IT FIRM LLC, 30 Northh Gould Street R Wyoming, Sheridan, United States of America - 82801.**

Emails: admin@joyitfirm.com

joyitfirm@gmail.com

shurovjoy12e@gmail.com

II. APPLICABLE LAWS AND JURISDICTION

The .IN Domain Name Dispute Resolution Policy

1. The present arbitration proceeding is under and in accordance with the .IN Domain Name Dispute Resolution Policy (the Policy) which was

adopted by the National Internet Exchange of India (NIXI) and sets out the legal framework for resolution of disputes between a domain name registrant and a Complainant arising out of the registration and use of an .IN Domain Name. By registering the domain name 'INSTASAVE.IN' with the NIXI accredited Registrar, the Respondent has agreed to the resolution of disputes under the .IN Dispute Resolution Policy and Rules framed thereunder. The Policy and the IN-Domain Name Dispute Resolution Rules of Procedure posted 2020 (the Rules) were approved by NIXI in accordance with the Arbitration and Conciliation Act, 1996.

III. FILING OF THE COMPLAINT AND CONSTITUTION OF THE SOLE ARBITRATOR

1. The Complainant filed the Complaint under the IN-Domain Name Dispute Resolution Policy against the Respondents, seeking transfer of the Domain Name 'INSTASAVE.IN' to the Complainant. Following which, the IN Registry sought the consent of MS. ANUPAM SANGHI (the undersigned), who is a listed IN Dispute Resolution Arbitrator under 5 (a) of the Rules, to act as Arbitrator in the said matter.
2. On 27 June 2026, the Arbitral Tribunal consisting of the said MS. ANUPAM SANGHI as Sole Arbitrator was constituted under 5(b) of the Rules in respect of the Complaint filed by the Complainant herein.
3. Immediately after, this Tribunal issued the Notice of Arbitration under 5(c) of the Rules to the parties for commencement of Arbitral Proceedings on 27 June 2026, and directed the parties file pleading along with the Authorization letter. Complainant was required to serve the said Notice to the Respondent both Online and Offline to the address

mentioned therein and the service on the Respondent was done in accordance with Rule 2(a) of the Rule. 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 before ten (10) working days from the date of receipt of the said Notice. No reply has been submitted by the Respondent till date.

4. The Arbitral Tribunal has been constituted properly and in accordance with the Arbitration and Conciliation Act 1996, the INDRP Policy and the Rules as amended from time to time. No party has objected to the constitution and jurisdiction of the Arbitral Tribunal and to the arbitrability of the dispute.

IV. THE DOMAIN NAME, REGISTRAR & REGISTRANT

The details of the Respondent have been REDACTED FOR PRIVACY. The particulars of the registration of the domain name 'INSTASAVE.IN' as found in the .IN Registry database are set out below:

Domain Name: INSTASAVE.IN

Registry Domain ID: DO_fc1100d965089ef201696770c28f311a-NIXI

Registrar WHOIS Server: whois.dynadot.com

Registrar URL: www.dynadot.com

Updated Date: 23 June 2026 (T07:25:55.613Z)

Creation Date: 23 October 2025 (T17:33:46)

Registry Expiry Date: 23 October 2026 (T17:33:47)

Registrar: Dynadot, LLC

Registrar IANA ID: 472

Registrar Abuse Contact Email: info@dynadot.com

Registrar Abuse Contact Phone: +1.6502620100

Registrant State/Province: Wyoming

Registrant Country: United States

V. PROCEDURAL HISTORY

1. The Sole Arbitrator, MS. ANUPAM SANGHI was appointed on 27 June 2026 for the present INDRP case no. [2145].
2. Immediately after, this Tribunal issued the Notice of Arbitration under 5(c) of the Rules to the parties for commencement of Arbitral Proceedings on 27 June 2026 and directed the parties file pleading along with the Authorisation letter. Complainant was required to serve the said Notice to the Respondent both Online and Offline to the address mentioned therein and the service on the Respondent was done in accordance with Rule 2(a) of the Rule. 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 before ten (10) working days from the date of receipt of the said Notice. No reply was submitted by the Respondent despite several modes of service.

Date	Proceedings
15 April 2026	The Complainant issued a cease-and-desist letter to the Respondent by email, seeking to resolve the dispute amicably. (Annex 12) The Complainant states that no response was received to the said communication.

Date	Proceedings
27 June 2026	Ms. Anupam Sanghi appointed as the Sole Arbitrator. Notice of Arbitration was issued under Rule 5(c).
27 June 2026	Arbitration Notice issued, granting time to file reply/other pleadings.
7 July 2026	The Respondent was initially granted Ten (10) days time to file its reply, with the deadline of 27 June 2026.
8 September 2026	A final notice of Three (3) days ending on 11 September 2026 was given before passing the Award dated 14 September 2026.
14 September 2026	Award given to parties.

VI. ABOUT THE COMPLAINANT

1. The Complainant is a United States corporation, founded in 2010 and later acquired by Facebook, Inc. (now Meta Platforms, Inc.) in 2012, is a world-renowned leading online photo and video sharing social networking application and is the proprietor of the INSTAGRAM and INSTA trademarks. The Complainant at present is wholly-owned subsidiary by Meta Platforms, Inc. with its principal offices in California, United States of America.
2. The Complainant's platform (eponymously named as the Complainant, INSTAGRAM) is the world's fastest growing photo and video sharing

and editing software and online social network, with more than 3 billion monthly active accounts worldwide. Instagram has consistently ranked amongst the top “apps” for mobile devices, including for iOS and Android operating systems, and is currently the most downloaded application worldwide, according to The Financial Time.

3. Instagram's exponential growth and popularity, including in India, has been widely reported by specialized technology publications including Tech Crunch as well as major international publications such as The New York Times, The Washington Post (United States) and Datareportal. (Copies of sample press articles about Instagram’s launch and rapid growth and international popularity, including in India, are provided as Annex 7.)
4. The Complainant operates its main website from the URL [HTTPS://INSTAGRAM.COM/](https://instagram.com/). (A screen capture of the homepage of the Complainant's website at <https://instagram.com> is provided as Annex 4.) The Complainant’s Human Resources (HR) and career website is located at the URL [HTTPS://ABOUT.INSTAGRAM.COM/ABOUT-US/CAREERS](https://about.instagram.com/about-us/careers).
5. The Complainant is the registrant of numerous domain names consisting of or including its INSTAGRAM trade mark under a wide range of generic Top-Level Domains as well as under numerous country code Top-Level Domains (ccTLDs). The Complainant has secured trademark registrations for INSTA, INSTAGRAM, and its figurative/logo marks in several jurisdictions. (Screen captures of online dictionaries evidencing that the term “INSTA” commonly refers to Instagram are provided as Annex 6.)

6. Of particular relevance to the present proceedings, the Complainant relies upon, inter alia (Copies of these trade mark registrations are provided as Annex 10):

- a. Indian Trade Mark No. 3101498, INSTA, registered on 19 November 2015;
- b. European Union Trade Mark No. 014810535, INSTA, registered on 23 May 2018;
- c. United Kingdom Trade Mark No. UK00003570393, INSTA, registered on 13 January 2023;
- d. International Registration No. 1129314, INSTAGRAM, registered on 15 March 2012;
- e. United States Trademark Registration No. 4146057, INSTAGRAM, registered on 22 May 2012;
- f. European Union Trade Mark No. 14493886, INSTAGRAM, registered on 24 December 2015; and
- g. Indian Trade Mark No. 3257847, being the Complainant's figurative mark, registered on 12 May 2016.

VII. ABOUT THE RESPONDENT

- 1. The Disputed Domain Name <instasave.in> was registered on 23 October 2025.
- 2. The Complaint states that the Respondent's website, to which the Disputed Domain Name resolves, is entitled "Download Instagram Video, Reels, Story, & More" and purports to offer a free online tool for

downloading Instagram content, including photographs, videos, Reels, stories and highlights by pasting an Instagram post link into the website to download available content.

3. The Respondent's website states:

“InstaSave.in - No. 1 Instagram Content Downloader in 2026

InstaSave.in - Instagram Content Downloader - Instagram has become one of the most popular platforms for sharing photos, videos, and short-form reels. From travel inspiration and educational clips to creative reels and memorable posts, users often come across content they would like to save for later viewing. However, Instagram does not provide a built-in option to download photos, videos, or reels directly to your device. Because of this limitation, many users search for simple and safe ways to save Instagram content for personal use. This is where online tools like InstaSave come into use. Instead of installing apps or sharing login details, users prefer browser-based tools that work instantly.”

“InstaSave is an online Instagram content downloader that allows users to download photos, videos, and reels from public Instagram posts. The tool is accessible through the website instasave.in and works directly from a web browser.

Unlike mobile apps that require installation or permissions, InstaSave is a browser-based solution. Users simply paste the Instagram post link into the tool and download the available content. The process is designed to be quick, simple, and user-friendly.”

“InstaSave provides multiple types of Instagram content download feature. If you use it, you can download Instagram Images, Videos from posts and Instagram Reels. You can also download private content like

video, photos. It also provides Instagram DP download feature. Using this feature, you can instantly download the DP of any instagram user on your device.”

4. The Complainant states that the Respondent’s website prominently refers to the INSTAGRAM trademark and uses versions of the Complainant’s logo and figurative trademark. It also uses a pink/purple gradient colour scheme similar to the colour scheme associated with Instagram.
5. The website, according to the Complainant, does not contain a disclaimer clarifying that the Respondent is unaffiliated with or unauthorised by Instagram.

(Screen captures of the Respondent’s website are provided as Annex 11.)

VIII. THE COMPLAINANT HAS PLACED ON RECORD THE FOLLOWING DOCUMENTS: -

- A. Copies of the .IN Domain Name Dispute Resolution Policy and INDRP Rules of Procedure (Annex 1);
- B. Notarised Power of Attorney signed by the Complainant (Annex 2);
- C. Publicly available WhoIs record for the Disputed Domain Name (Annex 3);
- D. Screen capture of the homepage of the Complainant's website (Annex 4);
- E. Company information concerning Instagram, articles concerning Meta's acquisition of Instagram, mobile application rankings and Interbrand's Best Global Brands 2025 (Annex 5);

- F. Screen captures of online dictionaries evidencing use of the term “INSTA” to refer to Instagram (Annex 6);
- G. Press articles concerning Instagram's launch, growth and international popularity, including in India (Annex 7);
- H. WhoIs records for a selection of the Complainant's domain names (Annex 8);
- I. Screen captures of the Complainant's social-media pages (Annex 9);
- J. Copies of selected trademark registrations of the Complainant (Annex 10);
- K. Screen captures of the Respondent's website (Annex 11);
- L. Copy of the cease-and-desist letter sent by the Complainant's lawyers (Annex 12);
- M. Copy of Meta Developer Policies (Annex 13);
- N. Copy of Instagram Terms of Use (Annex 14); and
- O. Copies of Google search results for the term “insta” (Annex 15).

IX. CONTENTIONS OF THE COMPLAINANT

1. The Disputed Domain Name Is Identical And/Or Confusingly Similar To A Trademark In Which The Complainant Has Rights

The Complainant has established rights in the trademark INSTA. The Disputed Domain Name consists of the Complainant's INSTA trademark in its entirety, followed by the descriptive term “save” and the “.in” ccTLDs. The addition of the term “save” does not prevent a finding of

confusing similarity because the INSTA trademark remains clearly recognisable within the Disputed Domain Name.

The Complainant relies upon the WIPO Overview and decisions including Instagram, LLC v. zhongguo li, WIPO Case No. D2024-2615, concerning <instagramsave.com>, and Instagram, LLC v. Malika BZDRR, WIPO Case No. D2024-3568 concerning <[saveinstaa.com](https://www.saveinstaa.com)>.

The Complainant further contends that the “.in” suffix is to be disregarded for the purpose of assessing whether a domain name is identical or confusing similar to a complainant's trademark. Reference has been made to WIPO Overview 3.1, section 1.11.1 and Instagram LLC v. Muhmmmad Asif, INDRP/1975.

The Complainant therefore contends that the disputed domain name is identical, or at least confusingly similar, to registered INSTA, INSTAGRAM, and its figurative/logo trademarks in which Complainant has Rights in terms of the Policy.

2. The Respondent Has No Rights Or Legitimate Interests In Respect Of The Domain Name

2.1 No Bona Fide Offering of Goods or Services

The Complainant contends that the Respondent does not use or has not made any demonstrable preparations to use, the Domain Name in connection with a bona fide offering of goods or services in accordance with paragraph 6(a) of the .IN Policy.

The Respondent is not a licensee of the Complainant and has not received any permission, consent, or acquiescence from the Complainant to use its marks in connection with the disputed domain name, or in connection with any domain name, service, product, or hiring related matter. The Complainant relying on Wacom Co. Ltd. v. Liheng, INDRP/634, contends that the lack of such prior authorisation would be sufficient to establish a prima facie case regarding the respondent's lack of rights or legitimate interests in the disputed domain name.

The Complainant relying on Instagram, LLC v. Fahad Nawaz, ZeeTv, and Instagram, LLC v. Thomas Beich, WIPO Case No. D2023-4767, contends that such use of the Domain Name does not amount to use of the Domain Name in connection with a bona fide offering of goods or services.

The Complainant relies upon Oki Data Americas, Inc. v. ASD, Inc., WIPO Case No. D2001-0903 concerning the circumstances in which a service provider may, in appropriate cases, establish a legitimate interest in a domain name incorporating another party's trademark. The following criterias have to be complied with:

- (i) the respondent must actually be offering the goods or services at issue;
- (ii) the respondent must use the site to sell only the trade marked goods or services;
- (iii) the site must accurately and prominently disclose the registrant's relationship with the trade mark holder; and
- (iv) the respondent must not try to "corner the market" in a domain name that reflects the trade mark.

The Respondent does not satisfy these criterias because it is not providing services in a manner that constitutes proper or authorised use of Instagram's product. The Complainant relying on Instagram, LLC v. Dileep Yadav, WIPO Case No. D2023-3227, further submits that the Respondent's website does not accurately and prominently disclose its lack of relationship with Instagram and makes unauthorized use of the Complainant's trade mark to market its own ancillary services.

The Respondent's website, which purports to provide a tool allowing the unauthorized downloading of Instagram content, also violates the Meta Developer Policies, and facilitates breach of the Instagram Terms of Use as the tool goes beyond the limits placed on the functionality of Instagram and enables the downloading of Instagram content, which interferes with the intended operation of the Instagram service. The Complainant relying on Instagram, LLC v. Faheem Lashari, WIPO Case No. D2024-2912 and Instagram, LLC v. Thomas Beich, contends that such use does not amount to a bona fide offering of goods or services.

The Complainant relying on Instagram, LLC v. Whois Privacy Corp / Name Redacted, Wiseway SIA, WIPO Case No. D2021-1877 and Meta Platforms, Inc. v. Muhammad Shahbaz, WIPO Case No. D2024-0288, further contends that the unauthorized accessing and collecting of Instagram content using such a tool also places the security of Instagram users at risk, as content downloaded from the Instagram platform may have been stored and later used for unauthorized purposes.

2.2 Respondent Not Commonly Known by the Disputed Domain Name

The Complainant submits that the Respondent is not commonly known by the Disputed Domain Name. The Respondent's name, MD Shawrab / JOY IT FIRM LLC, bears no apparent resemblance to "INSTA" or "INSTASAVE". There is no evidence of the Respondent having acquired or applied for any trade mark registrations for "INSTA", "INSTASAVE" or any variation thereof, as reflected in the Domain Name.

The Complainant therefore submits that the Respondent's use of the Domain Name does not support any reasonable claim of being commonly known by the Domain Name, nor does it give rise to any reputation in the Domain Name itself, independent of the Complainant's trademark rights.

2.3. No Legitimate Non-Commercial or Fair Use

The Complainant submits that the Respondent uses the Domain Name to exploit the goodwill and reputation associated with the Complainant's INSTA trade mark by creating a false impression of association with the Complainant. The Respondent has misleadingly diverted Internet users to its website, which does not constitute a legitimate non-commercial or fair use of the DomainName.

The Complainant submits that it has established a prima facie case that the Respondent lacks rights or legitimate interests in the Domain Name (paragraph 6 of the Policy and WIPO Overview 3.1, section 2.). Accordingly, the burden of production shifts to the Respondent to produce evidence to rebut the Complainant's case. In the absence of such evidence, the Complainant may be deemed to have satisfied the requirements of paragraph 4(b) of the Policy. (Relying on Facebook, Inc. v. Batyi Bela, Whois privacy services, provided by DomainProtect, WIPO

Case No. D2020-2683 (<fbvideo.com>); Instagram, LLC v. Private WhoIs, Global Domain Privacy Services Inc / Aleksandr Lyahevich, Private Person, WIPO Case No. D2021-0463 (<instognita.com>); and Instagram, LLC v. Van Nam Tran, University, WIPO Case No.). D2024-1576 (<downloadgram.pro> et al.)

3. The Disputed Domain Name Was Registered And Is Being Used In Bad Faith

The Complainant submits that the Disputed Domain Name was both registered *and* is being used in bad faith.

Paragraph 7 of the .IN Policy lists three circumstances which, in particular but without limitation, may be evidence of registration and use of a domain name in bad faith for the purposes of Paragraph 4(c) of the .IN Policy.

The Complainant submits that paragraph 7(c) of the .IN Policy is of particular relevance in the present case, although there are other factors not listed in this paragraph that also indicate bad faith.

3.1 Registration in bad faith

According to the Complainant, INSTAGRAM is a highly distinctive and well-known trademark, having been extensively used since 2010. The Complainant further submits that INSTA is a recognised abbreviation of INSTAGRAM and is closely associated with the Complainant. Reliance has been placed on Instagram, LLC v. Omer Ulku, WIPO Case No. D2018-1700 (<supportinsta.com>) and Instagram, LLC v. Saint Nicholas, WIPO Case No. D2022-1260 (<insta-stories.net>).

The Complainant submits that the Respondent could not reasonably have been unaware of Instagram or the INSTA and INSTAGRAM trademarks when registering the Disputed Domain Name in October 2025 by which time Instagram had amassed over 3 billion monthly active users.

The Respondent's intent to target the Complainant through the Domain Name is made clear from the contents of the Respondent's website, which purports to offer a tool to download content from Instagram, making explicit reference to the Complainant's Instagram platform. Reliance is placed on Instagram, LLC v. Abdunnur Rustem, Global Taekwondo Federation, WIPO Case No. D2018-2037 (<instagramdb.com et al.>).

The Complainant further relies upon the Respondent's failure to respond to the cease-and-desist letter dated 15 April 2026. Reliance is placed on WIPO Overview 3.1, section 3.6, and WhatsApp Inc. v. Warrick Mulder, INDRP/1233 (<whatsap.in>); and Alstom v. WhoisGuard, Inc. / Thai Bui, Thai An commercial and architecture JSC, WIPO Case No. D2021-0410 (<alstom.store>).

The Complainant submits that the Respondent registered the Domain Name, in the absence of any authorization from or affiliation with the Complainant, with a view to providing services that go beyond the technical limits placed on the Complainant's service, and that may put the online security of Instagram users at risk, in bad faith in accordance with paragraph 4(c) of the Policy.

3.2 Use in bad faith

The Complainant submits that the Respondent intentionally uses the Disputed Domain Name and the goodwill associated with the Complainant's trademark to attract Internet users to its website.

Relying on Instagram, LLC v. Contact Privacy Inc. Customer 1247361676 / GUELCE JEAN-CLAUDY, WIPO Case No. D2021-1675 (<storiesgrams.com>), Instagram, LLC v. Private WhoIs, Global Domain Privacy Services Inc / Aleksandr Lyahevich, Private Person, supra; and Instagram, LLC v. Sergey Petrov, WIPO Case No. D2021-0482 (<gramhum.com>), The Complainant contends that the unauthorized downloading of content from social networks amounts to bad faith.

Moreover, in light of the nature of the Domain Name, which comprises the Complainant's INSTA trade mark, as well as the use of versions of the Complainant's logo and figurative trade mark, and the Respondent's use of a pink/purple colour scheme that is very similar to the Complainant's gradient colour scheme (see Annex 4 and Annex 11), the Complainant submits that the Respondent has sought to create a misleading impression of association with the Complainant. Reliance is placed on Instagram, LLC v. Joney Singhal, K4 Media & Technologies LLP, WIPO No. D2024-2692 (<igtvdownloader.com>)

The Complainant further contends that through its use of the Domain Name, the Respondent has intentionally attempted to attract Internet users to its website by creating a likelihood of confusion with the Complainant's trademarks as to the source, sponsorship, affiliation or endorsement of the Respondent's website and the service offered therein, in bad faith under paragraph 7(c) of the Policy. Reliance has been placed on Instagram, LLC v. Muhmmmad Asif, INDRP/1975 (<apkinstapro.in>).

The lack of disclaimer on the Respondent's website to clarify the Respondent's relationship (or lack thereof) with the Complainant adds to the confusion caused by the Domain Name and constitutes additional evidence of the Respondent's bad faith conduct. Moreover, relying on Instagram, LLC v. Protection of Private Person et al., WIPO Case No. D2022-2832 (<insta-stories.online> et al.), even if such a disclaimer was featured on the Respondent's website, it would not have been sufficient to cure the Respondent's illegitimate use of the Domain Name.

The Complainant therefore contends that the Domain Name was registered and is being used in bad faith in accordance with Paragraph 4(c) of the .IN Policy.

X. CONTENTIONS OF THE RESPONDENT

The Amended Complaint placed before the Sole Arbitrator does not contain a substantive Response or written submissions on behalf of the Respondent.

Consequently, no specific defence has been placed before the Sole Arbitrator disputing:

- a. the Complainant's ownership of the INSTA and INSTAGRAM trademarks;
- b. the confusing similarity between the Disputed Domain Name and the Complainant's trademark;
- c. the Respondent's use of the Disputed Domain Name for an Instagram-content downloading website;

- d. the Respondent's use of references to INSTAGRAM or the Complainant's logo and colour scheme;
- e. the absence of any authorisation from the Complainant; or
- f. the allegations of bad-faith registration and use.

The Supreme Court of India in Sudha Agrawal v. Xth Additional District Judge and Others (1996) 6 SCC 332 in para 5 held that even in an uncontested matter the petitioner's case must stand on its own legs and it cannot derive any advantage by the absence of the defendants. Therefore, the Complainant must still establish each of the three elements by Paragraph 4 of the Policy.

XI. DISCUSSIONS AND FINDINGS

A Complainant who alleges that the disputed domain name conflicts with its legitimate rights or interest must establish the following three elements required by paragraph 4 of the INDRP policy, namely:

- A. The respondent's domain name is identical and confusingly similar to the trademark or service mark in which the Complainant has rights;
- B. The respondent has no rights or legitimate interest in respect of the domain name;
- C. The respondent domain name has been registered or is being used in bad faith.

Accordingly, the arbitrator shall deal with each of the elements as under –

1. *Whether the Respondent's domain name is identical and/or deceptively similar to the domain name and trademark or service mark of the Complainant?*

The Disputed Domain Name consists of the word “insta”, followed by the word “save”, and the “.in” ccTLD. The Complainant has alleged that the Registrant's domain name is identical and/ or confusingly similar to a Name, Trademark or Service Mark in which the Complainant has rights. The Complainant alleges that the disputed domain name incorporates the Complainant's INSTA and INSTAGRAM marks entirely, with no adornments. On this point, the Complainant refers to Instagram, LLC v. zhongguo li, WIPO Case No. D2024-2615, relating to the domain name <instagramsave.com>, and in which the panel held:

“Although the addition of other terms like 'save' may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. WIPO Overview 3.0, section 1.8.”

The Complainant has also referred to Instagram, LLC v. Malika BZDRR WIPO Case No. D2024-3568, relating to the domain name <saveinstaa.com>, and in which the panel held:

“The Panel finds the addition of the term 'save' and the letter 'a' does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. WIPO Overview 3.0, section 1.8.”

The “.in” suffix is a technical requirement of the domain name and does not materially distinguish the Disputed Domain Name from the Complainant's trademark.

2. *Whether the Respondent has no rights or legitimate interest in respect of the domain name;*

The Complainant alleges that the Respondent has no rights or legitimate interests in respect of the domain name. The Respondent's use cannot constitute a bona fide offering of goods or services merely it was using, or had made demonstrable preparations to use, in accordance with paragraph 6(a) of the .IN Policy. On this point, the Complainant refers to Instagram, LLC v. Fahad Nawaz, ZeeTv, in which was noted that:

“Through its website, the Respondent purports to offer a free tool to download content from the Instagram platform by prompting Instagram users to enter a URL from the Instagram platform into a box featured on the website. [...] Accordingly, the use of the disputed domain name cannot amount to a bona fide offering of goods or services or a legitimate non-commercial or fair use of the disputed domain name.”

The Complainant cites that no evidence has been found as to the Respondents being commonly known by the purported name. There is no evidence that the Complainant has authorised, licensed or otherwise permitted the Respondent to use the INSTA or INSTAGRAM trademarks. The Respondent's identity (MD Shawrab / JOY IT FIRM LLC) does not correspond to “INSTA” or “INSTASAVE”. There is no evidence before the Sole Arbitrator that the Respondent is commonly known by either expression.

The Complainant also cites that the Respondent's allowing the unauthorized downloading of Instagram content, violates the Meta Developer Policies, and facilitates breach of the Instagram Terms of Use (available at <https://help.instagram.com/581066165581870>) which provide that:

- *"You can't do anything to interfere with or impair the intended operation of the Service."*
- *"You can't attempt to create accounts or access or collect information in unauthorised ways. This includes creating accounts or accessing or collecting information in an automated way without our express permission, regardless of whether such automated access or collection is undertaken while logged in to an Instagram account."*

The Respondent is not using the Complainant's mark merely to identify or resell a genuine product in circumstances analogous to a legitimate reseller. Rather, the evidence indicates that the Respondent has adopted the Complainant's trademark as a principal component of the domain name for the purpose of directing Internet users to an ancillary service relating specifically to the Complainant's platform.

The Complainant alleges that the unauthorized accessing and collecting of Instagram content using such a tool also places the security of Instagram users at risk, as content downloaded from the Instagram platform may have been stored and later used for unauthorized purposes. Reference has been made to Meta Platforms, Inc. v. Muhammad Shahbaz, WIPO Case No. D2024-0288, relating to the domain name <facebookvideodownloader.live>, in which was noted that:

“The tools provided on the Respondent's website, by [...] sidestepping the inability of users to download Facebook or Instagram content directly, may place the privacy and security of Facebook and Instagram users at risk as the downloaded content can be stored and later used for unauthorized purposes by third parties.”

The Complainant contends that the Respondent uses the Domain Name to exploit the goodwill and reputation associated with the Complainant's INSTA trade mark by creating a false impression of association with the Complainant. Reference has been made to Instagram, LLC v. Van Nam Tran, University, WIPO Case No. D2024-1576, relating to the domain name <downloadgram.pro>=, in which was noted that::

“To the contrary, both disputed domain names at some point resolved to websites which purported to provide a free tool for downloading content and/or stories from Complainant's Instagram platform, thereby going beyond the technical limits placed on the platform by Complainant, and also prominently displaying some variations of Complainant's official logo, without any authorization to do so. Such making use of the disputed domain name neither qualifies as bona fide nor as legitimate non-commercial or fair within the meaning of the Policy.”

3. *Whether the Respondent's domain name has been registered or is being used in bad faith;*

The Complainant contends that the Domain Name was registered and is being used in bad faith.

Registration in bad faith

The Complainant's INSTA trade mark is well known throughout the world as an abbreviation of the Complainant's INSTAGRAM trade mark. Instagram had been operating for many years and, according to the material placed on record, had achieved substantial global recognition and a very significant user base. The Complainant has referred to Instagram, LLC v. Omer Ulku, WIPO Case No. D2018-1700, pertaining to the domain name <supportinsta.com>, in which was noted that:

“Complainant's INSTA and INSTAGRAM trademarks are well-known throughout the world in connection with online photo-sharing social network”.

Further, in Instagram, LLC v. Saint Nicholas, WIPO Case No. D2022-1260 pertaining to the domain name <insta-stories.net>, in which was noted that:

“The Panel notes the continuous extensive use of the INSTAGRAM mark and presence over the Internet since its launch in 2010, as well as the well-known character of this trademark worldwide, being the INSTA mark also its notorious abbreviation, as has been recognized by previous decisions under the Policy.”

The Respondent's subsequent use of the Disputed Domain Name confirms this conclusion. The website specifically describes itself as an Instagram content downloader and repeatedly refers to Instagram. The Complainant has referred to Instagram, LLC v. Abdunnur Rustem, Global Taekwondo Federation, WIPO Case No. D2018-2037, pertaining to the domain name <instagramdb.com et al.>, in which was noted that:

“On the contrary, it is rather clear that the Respondent was aware of the Complainant's business and trademark at the time of registration of both

the Domain Names, as <sstagram.com> resolved to a website containing a tutorial on how to download Instagram photos and videos.”

The nature of the website therefore demonstrates that the Respondent was targeting the Complainant and its services, rather than independently selecting an arbitrary or coincidental domain name.

Use in bad faith

The Complainant has contended that the unauthorized downloading of content from social networks amounts to bad faith. The Complainant has referred to Instagram, LLC v. Contact Privacy Inc. Customer 1247361676 / GUELCE JEAN-CLAUDY, WIPO Case No. D2021-1675, pertaining to the domain name <storiesgrams.com>, in which was noted that:

“The website attached to the disputed domain name provides a tool for viewing content on Instagram [...].

The Respondent's website also offers a tool to download content from Instagram.

[...]

The use made by the Respondent in relation to the attached website obviously amounts to a use in bad faith. The Respondent has purposefully developed a business model to provide access to users that do not necessarily have Instagram accounts to content hosted by the Complainant.”

The Respondent's adoption of the Complainant's INSTA mark, together with the use of versions of the Complainant's logo and a similar colour scheme, further demonstrates an intention to evoke the Complainant's

branding. The Complainant has referred to Instagram, LLC v. Joney Singhal, K4 Media & Technologies LLP, WIPO No. D2024-2692, pertaining to the domain name <igtvdownloader.com>, in which was noted that:

"In assessing this, the Panel notes the composition of the disputed domain name, consisting of the Complainant's trademark and a descriptive term, as well as the clear targeting of the Complainant's trademark via the disputed domain name's similar color scheme and use of the Complainant's brand name on the website, all of which falsely suggest an affiliation with the Complainant."

The Complainant has further drawn attention to the absence of any disclaimer clarifying that the Respondent has no relationship with Instagram. In circumstances where the Respondent has adopted the Complainant's trademark in the domain name and uses the Complainant's branding on the associated website, the absence of a disclaimer reinforces the likelihood of confusion.

Satisfaction of the Three Requirements

Having considered the pleadings and documents placed before it, the Sole Arbitrator is satisfied that the Complainant has established all three requirements under the .IN Policy.

First, the Disputed Domain Name <instasave.in> is confusingly similar to the Complainant's INSTA trademark.

Second, the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name.

Third, the Disputed Domain Name was registered and is being used in bad faith.

A. The disputed domain name is identical and/or confusingly similar to the Complainant's domain name

According to WIPO literature, if a Complainant owns a trademark registration, it generally satisfies the threshold requirement of trademark rights. As “.IN” is a country code and non-distinctive, the “.IN” suffix of the impugned domain name does not distinguish it from the Complainant’s trademarks and trading style, INSTA and INSTAGRAM, or from the Complainant’s registered domain name “INSTAGRAM.COM”.

The Arbitrator also notes that “it is established under the .IN policy that the ccTLD “.IN” may be disregarded, when assessing whether a domain name is identical or confusingly similar to a Complainant trademark and hence holds that the domain name is confusingly similar to the Complainant trademark. Also, it has been held that if a disputed domain name completely incorporates the trademark of the Complainant, then the mere addition of the domain code, such as “.IN” will not distinguish the respondent disputed domain name. (Ref Nike Inc V. Nike innovative CV Zhaxia, INDRP case no. 804; Lego JurisA/S v. Robert Martin, INDRP case no. 125. As decided in Motorola, Inc. v. NewGate Internet, Inc. WIPO Case D2000-0079; and Cosrx Inc v. Tejas Taori INDRP/1805) where a domain name incorporates the entirety of a trade mark, 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. Additionally, the complainant has been in continuous

use and possession of their respective registered trademarks in several jurisdictions, including India with respect to various goods and services.

The Arbitrator has looked into the case law presented by the Complainant and similar decisions in Fendi Sr.I. v. Ndiaye Therese, WIPO Case No. D2018-0179, which through a catena of Orders passed by WIPO (under the UDRP), states that domain extensions such as ".COM" and ".IN" are to be ignored while assessing whether a domain name is identical or confusingly similar to a trade mark; the disputed domain name is regarded as confusingly similar to that mark for the purposes of UDRP/INDRP standing.

The Arbitrator has also taken cognizance of the analogous decision in Instagram LLC v. Monu Sagar, INDRP Case No. 2119, wherein it was held that:

“The disputed domain name <sssinstagram.in> incorporates the Complainant's trademark INSTAGRAM in its entirety with the mere addition of the letters "sss" as a prefix. under the ccTLD ".in". It is a well-established principle. affirmed by Indian Courts and INDRP/UDRP panels alike, that where a domain name incorporates the entirety of a prior existing mark, deceptive similarity is to be presumed, and that the addition of a few letters or a descriptive term does not prevent a finding of confusing similarity where the trade mark remains recognisable within the domain name.”

The same principle has also been recognised in the INDRP decision in Accenture Global Services Limited v. Manisha Gautam, Case No. 2146, concerning the disputed domain name <accentureinternship.in>, and in the WIPO Administrative Panel decisions in Instagram, LLC v. Anupam

Bhise, WIPO Case No. D2025-2563, and *Instagram, LLC v. Nerijus Abrutis*, WIPO Case No. D2021-2047, wherein it has consistently been held that incorporation of a complainant's trademark in a domain name establishes confusing similarity, and that the addition of descriptive, generic or other terms does not, by itself, dispel such similarity where the trademark remains recognisable.

Accordingly, it is established that the Respondent's domain name is identical and/ or deceptively similar to the domain name and trademark or service mark of the Complainant.

Applying the above stated established dicta to the facts and circumstances of the present case along with the evidence placed before me, the Arbitrator finds that the subject domain name INSTASAVE.IN is not only identical but deceptively similar to the trademark/ trading style INSTAGRAM.COM of the Complainant. Accordingly, the arbitrator holds that the requirements of the first element of the INDRP policy, paragraph 4(a) is satisfied.

B. Whether the respondent has no rights or legitimate interest in respect of the domain name?

According to paragraph 4(b) of the INDRP policy, the Complainant has to show that the respondent has no rights and legitimate interest in the disputed domain name under paragraph 6 of the policy. The rights or legitimate interest in a domain name in accordance with policy 6 (a-c) may be found where the registrant uses the domain name registration with a bona fide offering of goods and services; if the registrant has been commonly known by the domain name registration; or if the registrant is

using the domain name registration in a legitimate, non-commercial manner, without intent for commercial gain to mislead / divert consumers or tarnish, the trademark in issue.

The Complainant asserts that the respondent has not fulfilled any of the afore-mentioned conditions for it to have demonstrable rights or legitimate interest in the disputed domain name and there is every likelihood that the potential or unwary persons in the future could be misled into using the services of the respondent under the impression that the same are being offered by the Complainant; the Complainant has not approved, assigned, granted, licensed, sold, transferred, or in any way authorise the respondent, the right to use its INSTAGRAM marks in connection with any domain name. Hence, the respondent is not making a legitimate/fair use of the dispute domain name. Accordingly, the respondent has no rights or legitimate interest in the disputed domain name. The impugned domain name fully incorporates the Complainant's trademark and trading style, INSTAGRAM and is confusingly similar to the Complainant's domain name INSTAGRAM.COM. The Respondent is using the impugned domain name, without any authorisation or license from the Complainant, to operate an unauthorised Instagram content-downloading tool. The Respondent's website does not contain any disclaimer clarifying that it is unaffiliated with or unauthorised by the Complainant, thereby misleading users into believing that the website is affiliated with or endorsed by the Complainant.

The Arbitrator has also considered similar decisions on the issue of rights or legitimate interest in respect of a disputed domain name.

In Meta Platforms, Inc. and Instagram, LLC v. Le Thanh Tong, WIPO Case No. D2024-3128, the WIPO Administrative Panel held that:

“As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name”

Further, in Instagram, LLC v. Anupam Bhise, WIPO Case No. D2025-2563, it was held that:

“The site to which the disputed domain name formerly resolved offered services without the Complainant’s authorization, while expressly referring to the Complainant and its trademark, thereby falsely suggesting an affiliation. The similarity between the disputed domain name, the associated website, and the Complainant’s mark appears intended to mislead users into believing the site is sponsored by the Complainant. Such use does not qualify as a bona fide offering of goods or services, nor as legitimate non-commercial or fair use.”

A similar principle has also been held in the INDRP decision in Instagram LLC v. Monu Sagar, INDRP Case No. 2119, wherein unauthorised use of the disputed domain name for offering Instagram content-downloading services was held not to amount to a bona fide offering of goods or services or a legitimate non-commercial or fair use.

Since the name is distinctive, coined or unique, the lack of an explanation from the respondent results in a transfer or cancellation of the domain.

C. The respondent domain name has been registered or is being used in bad faith.

The Complainant has alleged that the impugned domain name incorporates the Complainant’s registered and well-known trademarks

“INSTA” and “INSTAGRAM”. The Complainant has alleged that the Respondent uses the disputed domain name to operate an unauthorised tool for downloading content from Instagram. The Respondent’s website prominently refers to Instagram, uses versions of the Complainant’s logo and figurative trade mark, and does not contain a disclaimer clarifying the lack of relationship between the Respondent and the Complainant. These circumstances indicate that the Respondent registered and used the disputed domain name to attract Internet users by creating a misleading impression that the website is affiliated with, authorised by or endorsed by the Complainant, supporting a finding of bad faith.

The Complainant further submits that, given the Respondent’s website expressly offers a tool to download Instagram content and uses versions of the Complainant’s logo and figurative trade mark without authorisation, the Respondent could not reasonably have registered the disputed domain name without the Complainant’s marks in mind. The Respondent’s active use of the disputed domain name, together with the absence of any disclaimer and the resulting misleading impression of affiliation or endorsement, further supports a finding of bad faith.

The Arbitrator has also considered similar decisions on the issue of registration and use of a domain name in bad faith.

In the Instagram LLC v. Monu Sagar, INDRP Case No. 2119 the INDRP Arbitral Tribunal, while considering the Respondent’s use of the disputed domain name for unauthorised downloading of Instagram content, held:

“The Respondent’s use of the disputed domain name to facilitate the unauthorised downloading of Instagram content violates the Meta Developer Policies and facilitates breach of the Instagram Terms of Use

and places the security of Instagram users at risk as such downloaded content may be stored and later used for unauthorised purposes. Such use does not constitute a legitimate non-commercial or fair use of the disputed domain name.”

Similarly, in Meta Platforms, Inc. and Instagram, LLC v. Le Thanh Tong Case No. D2024-3128 the WIPO Administrative Panel held:

“Respondent was fully aware of Complainants worldwide renowned Facebook and Instagram platforms and their rights in the FB, IG and INSTA trademarks when registering the disputed domain names and that the latter clearly are directed thereto. Moreover, using the disputed domain names to run similar websites titled “FbReels”, “IG Downloader”, “SaveIG” and “SaveInsta”, which purported to offer tools to view or download content from Complainants’ Facebook and Instagram platforms, and in some cases using colour schemes very similar to the ones used by Complainants on the Facebook and Instagram platforms, without any authorization to do so, is a clear indication that Respondent intentionally attempted to attract, for commercial gain, Internet users to its own websites by creating a likelihood of confusion with Complainants’ FB, IG and INSTA trademarks as to the source, sponsorship, affiliation or endorsement of Respondent’s websites. Such circumstances are evidence of registration and use of the disputed domain names in bad faith within the meaning of paragraph 4(b)(iv) of the Policy.”

The same principle has also been recognised in *Accenture Global Services Limited Versus Manisha Gautam*, INDRP Case No. 2146, concerning the disputed domain name <accentureinternship.in>; *Instagram, LLC Versus Anupam Bhise*, WIPO Case No. D2025-2563, concerning the disputed domain name <saveinstareel.com>; and

Instagram, LLC Versus Nerijus Abrutis, WIPO Case No. D2021-2047, concerning the disputed domain name <instagramvideosdownload.com>.

Based on such other precedents, the Complainant's case is that the disputed domain name is likely to create confusion in the minds of internet users and attempt to use such a domain name to attract internet traffic based on the reputation associated with the mark, is considered bad faith registration and use under the INDRP Policy. Reliance is placed upon *Cosrx Inc v. Tejas Taori* (INDRP/1805, *supra*), *M/s Merck KGaA v. Zeng Wai* INDRP/323, *Dell Inc. v. ASTDomains*, Case No. D2007-1819 (WIPO 2007), *Etechaces Marketing and Consulting Private Limited v. Dan Mahoney*, INDRP/658 (May 18, 2015), *Zurich American Insurance Company v. Administrator. Domain*, WIPO Case No. D2007-0481 (May 18, 2007) and *Société Air France v. Ebills Online Services* (WIPO Case No. D2018-2421). In support of their contention, there are customer grievances and inquiries over various forums regarding the Complainants association if any with the Respondent- To show actual confusion and deception among the public at large. These Communications are placed on record along with the filing of the Complaint.

Therefore, the Complainant has established a prima facie case for the impugned domain name, registered in bad faith by the Respondent, to be transferred to the Complainant.

A bare reading of INDRP makes it evident that it constitutes the governing legal framework for the adjudication of disputes concerning abusive or unauthorized registration and use of specified domain names. The policy not only provides the procedural mechanism for the resolution of such disputes, but also prescribes substantive jurisdictional conditions that must necessarily be fulfilled by a Complainant before any relief can

be grounded. Consequently, compliance with the requirements embodied there is mandatory.

On careful consideration of the above findings, the arbitrator accepts the contention of the Complainant and holds that the respondent domain name INSTASAVE.IN has been registered with an intention to be an opportunist for using the domain in bad faith. Therefore, the third element in paragraph 4 (c) of the policy has been satisfied.

XII. CONCLUSION

From the documentary evidence on record, placed before the Arbitrator, the allegations supported / unsupported or corroborated with documents are as under:

The Respondent has failed to provide any credible evidence to counter the bad faith allegations and documents filed.

In absence of any material on record to support their stance, the arbitrator is inclined to assume there is “No Legitimate Interest”.

Since the respondent has failed to offer a plausible explanation, the arbitrator concludes that the respondent has no rights or legitimate interests under Paragraph 6 of the Policy.

Prior Registration Negates “Coincidence”

The Complainant's digital market presence of the domain name and trade mark existed (since 2011) long before the Respondent's. In INDRP precedents, registering a domain identical to a pre-existing internet identifier without

explanation is routinely flagged as opportunistic bad faith. The Arbitrator will infer that the Respondent targeted the Complainant's established brand identity.

On considering the facts placed before me to objectively look into the conditions prescribed under the policy duly established before I am inclined to direct cancellation or transfer of a domain name.

From the evidence placed before this Sole Arbitrator it is evident that:

- A. Firstly, the Respondent used the “INSTA” and “INSTAGRAM” trademark without consent from the Complainant.
- B. Secondly, Respondent was aware of Complainant’s rights in its well-known trademark as a consequence of Complainant’s substantial use of the trademark which predates before the Respondent acquired the domain name.
- C. Thirdly, the domain name is registered with no apparent legitimate purpose of an independent business in India but to deceptively misrepresent / pass off as the Complainant’s trade mark and trade name, riding on their prior reputation.
- D. Fourthly, the Respondent impersonated Complainant's Trademark “INSTA” and “INSTAGRAM” which demonstrates its purpose to deceive users for commercial benefit and to harm Complainant's business making illegitimate commercial gains by banking on the hard-earned goodwill and reputation of the Complainant which is done in bad faith.

Therefore, the Complainant has established a prima facie case for the impugned domain name, registered in bad faith by the Respondent, to be transferred to the Complainant.

On careful consideration of the above findings, the arbitrator accepts the contention of the Complainant and holds that the Respondent domain name INSTASAVE.IN has been registered with an intention to be an opportunist for using the domain in bad faith. Therefore, the third element in paragraph 4 (c) of the policy has been satisfied.

XIII. DISPOSITION

The Sole Arbitrator holds that the three elements set in the Paragraph 4 of INDRP policy that: -

- A. Respondent domain name “INSTASAVE.IN” is identical and confusingly similar to Complainant’s domain name - “INSTAGRAM.COM”
- B. Respondent has no right and legitimate interest in Complainant trademark “INSTA” and “INSTAGRAM”.
- C. Disputed domain name has been registered in bad faith.

have been established by the complaint and hence he is entitled for the relief sort forth.

For the foregoing reasons stated above, the arbitrator directs that:

The disputed domain name “INSTASAVE.IN” is transferred to Complainant as prayed forth and hence the result complaint allowed as prayed forth. No costs.

Sole Arbitrator
Anupam Sanghi

Place: New Delhi
Date: 14 September 2026

ANUPAM
KUNJBIHARI SANGHI
Digitally signed by ANUPAM
KUNJBIHARI SANGHI
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