



**BEFORE THE INTERNET EXCHANGE OF INDIA**

**ARBITRATION AWARD**

**ARBITRATOR: S.SRIDHARAN**

**DATED: 26<sup>th</sup> May 2010**

**Intesa Sanpaolo S.p.A.**

**Complainant**

**Versus**

**Luca Bianco**

**Respondent**

**1. The Parties**

- 1.1 The Complainant is Intesa Sanpaolo S.p.A. at Piazza San Carlo 156, 10126 Torino (Turin), Italy represented by its counsel, Sudhir D. Ahuja of D. P. Ahuja & Co., 53 Syed Amir Ali Avenue Ballygunge, Kolkata 700 019, INDIA.
- 1.2 The Respondent is Luca Bianco (Tecsof ch) at via Castellaccio 22 Magliaso, 6983 CH, Switzerland.

**The Domain Name and Registrar**

- 1.3 The disputed domain name <[intesasanpaolo.co.in](http://intesasanpaolo.co.in)> is registered with 101domain, Inc.

**2. Procedural History**

- 2.1 On 5<sup>th</sup> April 2010, Arbitrator received email from NIXI setting out the details of the parties to the complaint, the disputed domain name and asking him to express his availability and consent to take up the Complaint

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for arbitration. By return mail, the Arbitrator agreed to take up the complaint for arbitration; informed that he had no conflict with either of the parties and he could act impartially and agreed to send a signed hard copy of Statement of Acceptance and Declaration of Impartiality and Independence.

- 2.2 On 14<sup>th</sup> April 2010, Arbitrator received hard copy of the Complaint along with annexures.
- 2.3 On 14<sup>th</sup> April 2010, Arbitrator issued by email a Notice to the Respondent setting forth the relief claimed in the Complaint and directing him to file his reply to the Complaint within 15 days. Arbitrator also sent an email about his appointment to arbitrate the complaint to the Complainant and asking him to transmit a soft copy of the Complaint.
- 2.4 On 16<sup>th</sup> April 2010, Complainant furnished a soft copy of the complaint by email.
- 2.5 On 29<sup>th</sup> April, Respondent sent a mail that he was not interested in the trade mark 'Intesa Sanpaolo' of the Complainant. He was ready to discuss any kind of transaction which would grant both parts a quick and right resolution.
- 2.6 On 5<sup>th</sup> May, the Respondent was asked to inform me his response to the complaint or transfer the disputed domain name to the Complainant. There was no scope for any kind of transaction other than the above two options. In case the Respondent wanted to defend the compliant on

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merits, he was directed to seek extension of time for filing his defense/response. In case the Respondent had no defense, he was advised to surrender the disputed domain name to the Complainant without wasting any further time and no damages would be awarded against him.

2.7 I reviewed the files on 23<sup>rd</sup> May. Respondent had not filed any response till that date. On the same date, I intimated all that I would proceed to pass an award on merits.

3. **Discussion and Findings**

3.1 A brief discussion of facts and the findings thereon is given below.

3.2 A perusal of the Complaint shows that the Complainant is the leading Italian banking group. Intesa Sanpaolo is the company resulting from the merger of two top Italian banking groups, Banca Intesa S.p.A. and Sanpaolo IMI S.p.A.

3.3 Complainant is now among the top banking groups in the euro zone, with a market capitalisation exceeding 70 billion euro and the undisputed leader in Italy, with an average market share of approximately 18% in all business areas (retail, corporate and wealth management). The international network of the Complainant specialised in supporting corporate customers is present in 34 countries, including India.

3.4 The Complainant is the owner of several registrations for the trademarks INTESA SANPAOLO, INTESA, and SANPAOLO in many countries

including India in respect of its services. The earliest application for the registration of the trademark INTESA SANPAOLO in the name of the Complainant, in Italy, was filed on 2 February, 2007 and granted on 7 March, 2007, while the earliest application in the European Union was filed as a Community trademark on 8 September, 2006 and granted on 6 July, 2007.

3.5 In India, the Complainant has been using the INTESA SANPAOLO trademark since 1 January, 2007. Complainant has three registrations under application nos. 1553279, 1553280, and 15532881 for INTESA SANPAOLO marks. The complainant has filed print outs establishing "registered" status of the trademarks from the online database of the Trade Marks Registry.

3.6 The complainant's trademark and corporate name INTESA SANPAOLO is distinctive and very well known in India as in all other countries worldwide.

3.7 The Complainant also owns a number of domain names incorporating the trade mark INTESA SANPAOLO to support Complainant's several dedicated and official websites for its consumers and other visitors from different countries and jurisdictions. A list of the Complainant's active websites is given below.

INTESASANPAOLO.ASIA  
INTESASANPAOLO.BIZ  
INTESASANPAOLO.CC  
INTESASAN PAOLO.CH  
INTESASANPAOLO.CN  
INTESASANPAOLO.CO.KR

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INTESASANPAOLO.CO.UK  
INTESASANPAOLO.COM  
INTESASANPAOLO.COM.CN  
INTESASANPAOLO.COM.PL  
INTESASANPAOLO.DE  
INTESASANPAOLO.EU  
INTESASANPAOLO.HK  
INTESASANPAOLO.INFO  
INTESASANPAOLO.IT  
INTESASANPAOLO.KR  
INTESASANPAOLO.LI  
INTESASANPAOLO.ME  
INTESASANPAOLO.MOBI  
INTESASANPAOLO.NAME  
INTESASANPAOLO.NET  
INTESASANPAOLO.NET.CN  
INTESASANPAOLO.ORG  
INTESASANPAOLO.ORG.CN  
INTESASANPAOLO.PL  
INTESASANPAOLO.RS  
INTESASANPAOLO.SG  
INTESASANPAOLO.TW  
INTESASANPAOLO.UA  
INTESASANPAOLO.WS

3.8 The disputed domain name <intesasanpaolo.co.in> was registered by the Respondent on 26 February, 2010. Immediately, the Complainant has filed this complaint for the transfer of the disputed domain name <intesasanpaolo.co.in> from the Respondent to the Complainant.

3.9 As seen above in the paragraph 2, Respondent responded after receiving the Notice from the Arbitrator that:

- (a) The Respondent actually never claimed any right over Intesa Sanpaolo registered trademark of the Complainant; and
- (b) Respondent was ready to discuss any kind of transaction which will grant both parts a quick and right resolution.

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- 3.10 Respondent was advised to file his response to the complaint on merits or transfer the disputed domain name to the Complainant. He was particularly advised that there was no scope for any kind of transaction other than the above two options. He has not come forward with any defense or reply on merits till this date.
- 3.11 It may be noted that the Complainant is the prior adopter (since 2007) and user of the trade mark INTESA SANPAOLO and web sites under domain names wholly consisting of its trade mark INTESA SANPAOLO. The Respondent registered the disputed domain name only in the year 2010.
- 3.12 It is obvious that the disputed domain name <[intesananpaolo.co.in](http://intesananpaolo.co.in)> is wholly comprised of the Complainant's prior registered trade mark INTESA SANPAOLO and is identical to the Complainant's mark INTESA SANPAOLO.
- 3.13 I have visited the web site of the Respondent. It is clear that the web site under the disputed domain name <[intesananpaolo.co.in](http://intesananpaolo.co.in)> is not in use and is categorically offered for sale. Respondent in his email has clearly admitted that he never claimed any right over Intesa Sanpaolo registered trademark of the Complainant. Respondent's action in not filing any response indicates that he has nothing on merits to defend the complaint. He registered the disputed domain name <[intesananpaolo.co.in](http://intesananpaolo.co.in)> solely to gain quick money from the Complainant and for no other *bonafide* purposes. These facts indicate that Respondent has no rights or legitimate interests in respect of disputed domain name <[intesananpaolo.co.in](http://intesananpaolo.co.in)> and

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the disputed domain name <[intesananpaolo.co.in](http://intesananpaolo.co.in)> was registered in bad faith.

3.14 Thus the Complainant has established all the three elements for sustaining an action under Paragraph 4 of .IN Domain Name Dispute Resolution Policy (INDRP) and has succeeded in his action.

3.15 The actions of the Respondent should not be encouraged and should not be allowed to continue. The conduct of the Respondent has necessitated me to award costs of the Complaint to and in favour of the Complainant.

#### **4. Decision**

4.1 For all the foregoing reasons, the Complaint is allowed as prayed for in the Complaint.

4.2 It is hereby ordered that the disputed domain name <[intesananpaolo.co.in](http://intesananpaolo.co.in)> be transferred to the Complainant.

4.3 Respondent is ordered to pay the Complainant a sum of Rs.5,00,000/- (Indian Rupees five lakh only) towards costs of the proceedings.

  
S.Sridharan  
Arbitrator