

BEFORE THE SOLE ARBITRATOR
MR. PRAVEEN KUMAR JAIN, ADVOCATE
INDRP CASE NO. 2087

In the Arbitration between:

MHG IP HOLDING (SINGAPORE) PTE. LTD.

A company incorporated under the laws of Singapore,
having its registered office at 2, Alexandra Road,
#05-04/05, Delta House, Singapore 159919

Represented by:

Kochhar & Co.

11th Floor, Tower A, DLF Towers Jasola,
Jasola District Center, New Delhi – 110025
Email: trademarks.ip@kochhar.com

vs.

HNG DEVELOPERS

Address: Redacted for Privacy (as per WHOIS record)

ARBITRAL AWARD

I. INTRODUCTION:

1. This Award is hereby made and pronounced by the undersigned in the capacity of Sole Arbitrator empanelled with the National Internet Exchange of India (hereinafter referred to as “NIXI” or



“the Registry”), in the arbitration proceeding bearing INDRP Case No. 2087. The Award is rendered in exercise of the jurisdiction vested in this Tribunal under the .IN Domain Name Dispute Resolution Policy (hereinafter referred to as “the INDRP Policy” or “the Policy”) and the Rules of Procedure framed thereunder (hereinafter referred to as “the INDRP Rules”), read in conjunction with the applicable provisions of the Arbitration and Conciliation Act, 1996 (as amended) (hereinafter referred to as “the Act”).

2. The dispute concerns the domain name *<hng-anantara.in>* (hereinafter referred to as "the Disputed Domain" or "the Impugned Domain"), registered with GoDaddy as the Registrar. According to the WHOIS record placed on record by the Complainant, the Disputed Domain was registered on 05 September 2025, and the Registrant's details are redacted for privacy, with the privacy proxy email address being *DBP@domainsbyproxy.com*.
3. The Complainant, MHG IP Holding (Singapore) Pte. Ltd. (hereinafter "the Complainant"), is a company incorporated under the laws of Singapore, a subsidiary of Minor International PCL, and the owner of the registered trademark ANANTARA and its formatives (hereinafter collectively referred to as "the ANANTARA Trademarks"), used in respect of luxury hotels, resorts, spas and allied services.



4. The Respondent, HNG Developers (hereinafter "the Respondent"), is the registrant of the Disputed Domain. The Respondent has used the Disputed Domain to promote and market a real estate development project under the name "Anantara" or "Anantara HNG" at Yelahanka, North Bengaluru.
5. The Complainant seeks the transfer of the Disputed Domain to itself. The proceedings have been conducted *ex parte* in respect of the Respondent, for the reasons detailed in the Procedural History below.

II. PROCEDURAL HISTORY:

6. The Complaint was filed by the Complainant on 28 November 2025 through its authorised attorneys, Kochhar & Co., before NIXI, under the .IN Domain Name Dispute Resolution Policy. The Complaint was filed along with Annexures 'A' through 'I' containing the WHOIS record, awards and accolades, news articles, web analytics, evidence of prior domain use, social media evidence, trademark registration details, and copies of prior favourable INDRP/UDRP orders and court orders.
7. By its Statement of Acceptance and Declaration of Impartiality and Independence dated 31 December 2025, I declared my acceptance of appointment as Sole Arbitrator and affirmed my independence of each of the parties.



8. On 01 January 2026, NIXI formally handed over the present dispute to the undersigned Sole Arbitrator *vide* email of even date and communicated the appointment to all parties, including the Complainant, its counsel, and the privacy proxy registrar GoDaddy (DBP@domainsbyproxy.com). Soft copies of the Complaint and all annexures were transmitted to all concerned at the same time.
9. On 02 January 2026, the Complainant, through Kochhar & Co. (Mr. Sahil Arora, Principal Associate), filed a copy of the Board Resolution of the Complainant dated 15-07-2025 and a copy of the Special Power of Attorney (SPA) executed on the same date in favour of Kochhar & Co. These documents were submitted in response to the note of NIXI accompanying the handover communication.
10. On 03 January 2026, the undersigned Arbitrator signed his Declaration of Independence, Impartiality and Availability under Section 12 read with the Sixth Schedule of the Arbitration and Conciliation Act, 1996. This declaration was circulated to all parties along with the Procedural Order dated 06-01-2026.
11. On 06 January 2026, this Tribunal issued its first Procedural Order (hereinafter "Order dated 06-01-2026"), which, *inter alia*, made the following directions:

- A. The Complainant was directed to file a duly notarised or apostilled copy of its Board Resolution dated 15-07-2025



within five (5) days, noting that the copy filed on 02-01-2026 was neither notarised nor apostilled;

- B. The Complainant was directed to file a duly notarised and apostilled copy of its Certificate of Incorporation within five (5) days;
- C. The Complainant was directed to submit a brief note on why apostille of documents executed outside India is not required and why notarisation alone is sufficient for admissibility before this Tribunal;
- D. Pursuant to Rule 3(d) of the INDRP Rules of Procedure, the Complainant was directed to serve the complete set of the Complaint and all annexures upon the Respondent, both by email and by Registered/ Speed Post or International Courier, and to submit proof of service within five (5) days from the date of receipt of the Order;
- E. The Respondent was directed to file a detailed, para-wise written Response along with supporting documents within seven (7) days from the date of receipt of the Complaint, with a specific caution that failure to respond within the prescribed period may result in the Complaint being decided *ex parte* on merits;



- F. Both parties were directed to file their respective Statements of Admission/Denial of Documents within fifteen (15) days from the date of service of the Complaint; and
- G. Both parties were granted liberty to file their statements of costs, if any, on or before 31-01-2026.
12. The Order dated 06-01-2026, together with the Declaration under Section 12 of the Act, was communicated to all parties by the Tribunal by email on 06-01-2026, marking the Respondent at anonymised WHOIS email addresses as also at the email address of the privacy proxy (DBP@domainsbyproxy.com).
13. On 12 January 2026, the Complainant, through Kochhar & Co. (Mr. Sahil Arora), filed the following in compliance with the Order dated 06-01-2026:
- A. Notarised and apostilled copy of the Certificate of Incorporation of the Complainant, establishing its legal existence under the laws of Singapore;
- B. Notarised and apostilled copy of the Board Resolution dated 15-07-2025, authorising the Complainant's representatives and counsel to act on its behalf;
- C. Notarised copy of the Special Power of Attorney executed in favour of Kochhar & Co., with a representation that the apostille of the SPA was pending before the concerned local



authorities and would be submitted within three to four weeks; and

- D. A brief explanatory note setting out the reasons why apostille is not a mandatory requirement in INDRP proceedings, having regard to their administrative and summary character and the inapplicability of the strict rules of evidence under the Indian Evidence Act, 1872.
- E. Simultaneously, the Complainant filed proof of service of the Complaint upon the Respondent, consisting of an email dated 12-01-2026 addressed to hnggroup01@gmail.com (being the email address of the Respondent ascertained from the WHOIS record and from inquiry), and courier receipts evidencing dispatch of the hard copy of the Complaint with all annexures.
- F. The Respondent was served with the Complaint by email on **12 January 2026**. In terms of the Order dated 06-01-2026, the Respondent had seven (7) days from the date of service to file a Response, and this period accordingly expired on **19 January 2026**. The Respondent neither filed any Response within the stipulated period nor at any point thereafter. Equally, neither party filed a Statement of Admission/ Denial of Documents by the deadline of **27 January 2026** (fifteen days from service), nor did either party file a Statement of Costs by **31 January 2026**.



14. On 01 May 2026, this Tribunal issued its second Procedural Order (hereinafter "Order dated 01-05-2026"), which recorded, *inter alia*, the following:
- A. The Complainant had duly complied with the directions in the Order dated 06-01-2026 regarding documents and service;
 - B. The Respondent was deemed to have been duly served with the Complaint and all annexures, having regard to the *bona fide* efforts made by the Complainant and the absence of any request from the Respondent for correction of the WHOIS address;
 - C. The Respondent's right to file a Response was closed;
 - D. The Complainant's documents, including the notarised and apostilled Certificate of Incorporation and Board Resolution, and the notarised SPA, were accepted as sufficient for the present purposes, having regard to the summary and administrative character of INDRP proceedings;
 - E. No oral hearing had been requested by either party, and the matter was accordingly reserved for the passing of the Award on the basis of the pleadings and documents filed on record.
15. The matter now comes up for the passing of the Award. The present Award is being passed on the basis of the Complaint, the



annexures 'A' through 'I' filed therewith, the procedural orders, and all correspondence and documents on record.

III. THE COMPLAINANT'S CASE:

A. Background of the Complainant:

16. The Complainant, MHG IP Holding (Singapore) Pte. Ltd., is a company incorporated under the laws of Singapore (Company Registration No. 201614879M) with its registered office at 2, Alexandra Road, #05-04/05, Delta House, Singapore 159919. The Complainant is a subsidiary of Minor International PCL, one of the largest hospitality and leisure conglomerates in the Asia Pacific region, currently operating over 550 hotels, resorts, and serviced suites and over 2,600 restaurants across 57 countries.
17. The Complainant is the owner and manager of the world-renowned ANANTARA brand of luxury hotels, resorts, and spas. The word "Anantara" is derived from the Sanskrit word meaning "without end." The Complainant has been operating ANANTARA resorts and spas since the year 2000 and presently owns, operates, and/or manages over 50 luxury hotels, resorts, and serviced apartments and over 30 spas under the ANANTARA Trademarks in Asia, the Middle East, Africa, and Europe, including in Thailand, Sri Lanka, Vietnam, Indonesia, the Maldives, Portugal, the UAE, Oman, and Qatar. The ANANTARA brand has also been launched in India, with a property in Jaipur, Rajasthan.



18. ANANTARA Spa has been recognised as the World's Best Hotel Spa Brand at the World Spa Awards in 2017, 2018, 2019, and 2020. The Complainant's worldwide revenues under the ANANTARA Trademarks for the year 2023 were approximately USD 815.5 million. Indian guests have been visiting ANANTARA resorts since 2008, with 8,34,660 Indian guests visiting in 2024 and 6,15,473 in 2025 (up to the date of the Complaint). The Complainant has maintained a dedicated website at <https://www.anantara.com/en> since the year 2000.

B. The ANANTARA Trademarks:

19. The Complainant has obtained trademark registrations for the mark ANANTARA and its formatives in India and in over 65 jurisdictions worldwide. In India, the Complainant has several applications/ registrations for the word mark ANANTARA and the ANANTARA Hotels·Resorts·Spas and ANANTARA Vacation Club device marks, including Application Nos. 5175781 (Class 3), 5175784 (Class 43), 5175783 (Class 36), 5175782 (Class 35), 5175785 (Class 44), 5175777 (Classes 35), 5175776 (Class 3), 5175780 (Class 44), and 5175779 (Class 43), all in India. International registrations include Mongolia Registration No. 40M1432842 (Classes 3, 36, 43, 44), EU Registration No. 16044158 (Classes 3, 43, 44), and registrations in Australia, New Zealand, Malaysia, Singapore, the Philippines, Thailand, Indonesia, Israel, Jordan, Bahrain, Cambodia, Laos, Bhutan, Mozambique, Zambia, Mongolia, Kazakhstan, South Korea,



Mexico, Switzerland, Brunei, and Tunisia, among others. Copies of trademark registrations were placed on record as Annexure H (Colly).

20. The Complainant has also continuously and extensively promoted the ANANTARA Trademarks through its official website, social media platforms (Instagram with over 200,000 followers, YouTube with over 22,000 subscribers, Twitter/X and Facebook each with over 200,000 followers as of October 2025), and through listing in leading travel publications such as *Condé Nast Traveler*, *Forbes*, *Harper's Bazaar*, *Travel + Leisure*, and *The New York Times*, among others. The Complainant has also been a member of the Global Hotel Alliance since 2006.

C. Discovery of the Impugned Domain and the Respondent's Conduct:

21. The Complainant came across the domain name <*hng-anantara.in*>, registered on 05 September 2025, which was being used by the Respondent - HNG Developers - to promote, market, and offer real estate services in the form of RERA-registered and BDA-approved residential plots at Yelahanka, North Bengaluru. From screenshots of the Respondent's website placed on record, it is apparent that the Respondent's website prominently uses the word "ANANTARA" as the brand name for the project, describing it as "Anantara" and "Anantara HNG," and stating, *inter alia*, "YOUR SEARCH FOR LEGAL, HASSLE-FREE



LAND ENDS AT ANANTARA." The website also refers to the project as "Invest with Confidence at ANANTARA HNG."

D. Grounds Advanced under the INDRP Policy:

22. The Complainant advanced the following grounds in support of its Complaint, corresponding to the three elements under Clause 4 of the INDRP Policy:

- (i) **Confusing Similarity [Clause 4(a)]:** The Disputed Domain <hng-anantara.in> incorporates the entirety of the Complainant's famous and registered trademark ANANTARA. The mere addition of the prefix "hng-" and the country-code top-level domain ".in" does not eliminate the confusing similarity with the Complainant's ANANTARA Trademarks. The Complainant submits that the dominant and distinctive element of the Disputed Domain is the term "anantara," which is identical to its registered trademark, and that the Disputed Domain is clearly confusingly similar to the ANANTARA Trademarks.

- (ii) **No Rights or Legitimate Interests [Clauses 4(b) and 6]:** The Complainant submits that the Respondent has no rights or legitimate interests in the Disputed Domain. The Respondent has not been authorised or licensed by the Complainant to use the ANANTARA mark or any confusingly similar variant. The Complainant asserts that the Respondent adopted the Disputed Domain with the sole



intention of riding upon the fame of the ANANTARA Trademarks to generate web traffic, attract consumers, and misrepresent an association with the Complainant. Such use is neither *bona fide* nor a legitimate fair use.

(iii) **Bad Faith Registration and Use [Clauses 4(c) and 7]:** The Complainant contends that the Respondent registered the Disputed Domain on 05 September 2025, well after the ANANTARA Trademarks had become famous worldwide and in India. The Respondent could not have been unaware of the Complainant's well-known ANANTARA brand. The Respondent is using the Disputed Domain and the ANANTARA mark prominently on its website to create the impression that its real estate project is endorsed by or affiliated with the Complainant, thereby attracting internet users for commercial gain. The adoption of the mark in its entirety, with a deliberate visual replication of the ANANTARA logo style, demonstrates *mala fide* intent.

23. The Complainant prayed for: (a) transfer of the Disputed Domain to the Complainant; and/or (b) cancellation of the Disputed Domain; and (c) award of costs of proceedings. The Complainant stated that no other legal proceedings have been initiated in respect of the Disputed Domain.

24. The following prior INDRP/UDRP decisions and court orders were placed on record by the Complainant under Annexure I in



support of its submissions: copies of favourable orders for transfer of domains in proceedings previously initiated by the Complainant, as well as a decree obtained by the Complainant from Indian courts against infringement and misuse of the ANANTARA trademark.

IV. THE RESPONDENT'S RESPONSE:

25. The Respondent did not file any Response to the Complaint.
26. As recorded in the Order dated 06-01-2026, the Respondent was given a clear and specific direction to file a detailed, para-wise written Response along with supporting documents within seven (7) days from the date of receipt of the Complaint by way of email or Registered/Speed Post or International Courier Service, whichever was earlier. The Respondent was expressly cautioned that failure to file a Response within the prescribed period may result in the Complaint being decided *ex parte* on merits.
27. As confirmed in the Order dated 01-05-2026, the Complaint was served upon the Respondent by email at hnggroup01@gmail.com on 12 January 2026 and by Speed Post/courier (as evidenced by courier receipts filed on record). The Respondent did not seek any correction or modification of the address in the WHOIS records and was accordingly held to be duly served. The period of seven (7) days available to the Respondent to file its Response expired on 19 January 2026. Despite service and the unambiguous warning in the Order dated 06-01-2026, the Respondent neither



filed a Response within the stipulated period nor at any point thereafter.

28. Pursuant to the Order dated 01-05-2026, the Respondent's right to file a Response was closed. The present proceedings are accordingly being decided *ex parte* on merits, in exercise of the power conferred upon this Tribunal under Rule 17 of the INDRP Rules of Procedure and in accordance with Section 25 of the Arbitration and Conciliation Act, 1996.
29. It is well established in INDRP and UDRP jurisprudence, and this Tribunal expressly records, that the failure of the Respondent to file a Response does not, by itself, constitute an admission of the Complainant's allegations. The Complainant continues to bear the burden of establishing the three elements under Clause 4 of the INDRP Policy. However, the failure to respond has the consequence that this Tribunal proceeds to examine the Complaint on the basis of the uncontroverted and unrebutted evidence placed on record by the Complainant.

V. APPLICABLE LAW AND RULES OF PROCEDURE:

30. The present proceedings are governed by the following legal framework:
- (a) **The .IN Domain Name Dispute Resolution Policy (INDRP Policy)**, as published on the official website of NIXI/ the .IN Registry, which sets out the substantive



standards for determination of domain name disputes under the .in country-code top-level domain;

- (b) **The INDRP Rules of Procedure**, which govern the procedural conduct of arbitral proceedings under the INDRP Policy;
- (c) **The Arbitration and Conciliation Act, 1996 (as amended)**, whose applicable provisions - including, in particular, Sections 12, 19, 24, 25, 31A, and the Sixth Schedule - apply to and govern these arbitral proceedings, as clarified in the Order dated 06-01-2026.

31. By Clause 4 of the INDRP Policy, the Complainant is required to establish that each of the following three elements is present:

- (a) The Disputed Domain is identical or confusingly similar to a trademark or service mark in which the Complainant has rights [Clause 4(a)];
- (b) The Respondent has no rights or legitimate interests in respect of the Disputed Domain [Clause 4(b)]; and
- (c) The Disputed Domain has been registered or is being used in bad faith [Clause 4(c)].

32. Clause 6 of the INDRP Policy sets out the circumstances under which a Respondent may demonstrate rights or legitimate interests in a domain name. Clause 7 sets out non-exhaustive



circumstances that shall be evidence of bad faith registration and use. Clause 11 governs the remedies available upon a finding in favour of the Complainant.

33. As per the Order dated 06-01-2026, the arbitral proceedings are to be conducted in accordance with the INDRP Rules and the INDRP Policy, read with the Arbitration and Conciliation Act, 1996, the principles of natural justice, and the fundamental principles underlying the Code of Civil Procedure, 1908 and the Bharatiya Sakshya Adhinyam, 2023, insofar as these have been held applicable to arbitral proceedings.
34. Rule 15 of the INDRP Rules permits parties to request oral hearings, subject to a maximum of two hearings. As neither party requested an oral hearing, the matter has been decided on the basis of the pleadings and documents filed on record, as recorded in the Order dated 01-05-2026, consistently with Section 24(1) of the Act.

VI. REASONING AND FINDINGS:

A. Issues for Determination:

35. On the basis of the Complaint and the materials on record, this Tribunal identifies the following issues for determination:

Issue 1: Whether the Disputed Domain <hng-anantara.in> is identical or confusingly similar to a trademark or service mark in



which the Complainant has rights [Clause 4(a) of the INDRP Policy];

Issue 2: Whether the Respondent has no rights or legitimate interests in respect of the Disputed Domain [Clauses 4(b) and 6 of the INDRP Policy];

Issue 3: Whether the Disputed Domain has been registered or is being used in bad faith [Clauses 4(c) and 7 of the INDRP Policy];

Issue 4: What relief is the Complainant entitled to [Clause 11 of the INDRP Policy]; and

Issue 5: Whether the Complainant is entitled to costs [Section 31A of the Arbitration and Conciliation Act, 1996].

B. Issue 1: Confusing Similarity [Clause 4(a)]:

36. The first element under Clause 4(a) of the INDRP Policy requires the Complainant to establish that it has rights in a trademark or service mark, and that the Disputed Domain is identical or confusingly similar to such trademark or service mark.
37. This Tribunal is satisfied that the Complainant has extensive rights - both statutory and at common law - in the trademark ANANTARA. The Complainant has placed on record multiple trademark applications and registrations in India (*inter alia*, Application Nos. 5175781 and 5175784, amongst others, in Classes 3 and 43 respectively) as well as registrations in over 65



jurisdictions worldwide, including Madrid Registration No. 1432842. The Complainant's use of the ANANTARA trademark in the course of its luxury hospitality business dates back to the year 2000. Given the extensive and continuous use, the global revenues exceeding USD 800 million in 2023, the significant promotional and marketing expenditure, the extensive recognition in international media and travel publications, and the favourable orders and decrees received in prior INDRP/UDRP proceedings and from Indian courts - all as evidenced by Annexures B through I - this Tribunal finds that the ANANTARA trademark is a well-known and famous mark enjoying a high degree of distinctiveness.

38. Turning to the comparison between the Disputed Domain and the trademark: the Disputed Domain is *<hng-anantara.in>*. The dominant and distinctive element of this domain name is the word "anantara," which is identical to the Complainant's registered and well-known trademark ANANTARA. The prefix "hng-" constitutes the abbreviation of the Respondent's own entity name (HNG Developers) and does not serve to distinguish the domain name from the trademark. Similarly, the country-code top-level domain suffix ".in" is a technical requirement and is disregarded in the comparison under settled INDRP/UDRP jurisprudence.
39. The test for confusing similarity under Clause 4(a) is whether the Disputed Domain is confusingly similar to the complainant's trademark, judged by visual impression, phonetic similarity, and



the likelihood of confusion in the minds of consumers. The incorporation of the ANANTARA trademark in its entirety as the distinctive and dominant element of the Disputed Domain creates obvious and inevitable confusing similarity. A person encountering the Disputed Domain would naturally associate it with the Complainant's well-known ANANTARA brand. The fact that the Respondent itself uses "ANANTARA" prominently on its website and describes its project as "Anantara" and "ANANTARA HNG" confirms that the term is adopted precisely for its association with the Complainant's trademark.

40. Accordingly, this Tribunal finds that the Disputed Domain <hng-anantara.in> is confusingly similar to the ANANTARA Trademarks in which the Complainant has rights. Issue 1 is decided in favour of the Complainant.

C. Issue 2: Rights or Legitimate Interests [Clauses 4(b) and 6]:

41. Under Clause 4(b) of the INDRP Policy, the Complainant must demonstrate that the Respondent has no rights or legitimate interests in respect of the Disputed Domain. Clause 6 sets out three circumstances in which a Respondent may establish rights or legitimate interests: (i) use of the domain name in connection with a *bona fide* offering of goods or services before notice of the dispute; (ii) being commonly known by the domain name; and (iii) making legitimate non-commercial or fair use of the domain



name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark.

42. It is well established in INDRP and UDRP jurisprudence that once the Complainant makes a *prima facie* showing that the Respondent lacks rights or legitimate interests, the burden shifts to the Respondent to come forward with evidence demonstrating the contrary. In the present proceedings, the Complainant has made out a strong *prima facie* case: the ANANTARA trademark is famous and exclusively associated with the Complainant; the Respondent has not been authorised or licensed by the Complainant to use the mark; and there is no apparent legitimate basis for the Respondent to adopt a domain name that incorporates the Complainant's trademark in its entirety. The Respondent, having been duly served with the Complaint and given a full opportunity to file a Response, has chosen to remain silent and has adduced no evidence of any rights or legitimate interests in the Disputed Domain.

43. On the materials on record, this Tribunal finds as follows:

- a. **Bona fide use:** The Respondent registered the Disputed Domain on 05 September 2025, i.e., well after the ANANTARA Trademarks had become famous globally and in India. The Respondent has been using the Disputed Domain in connection with real estate services - a domain of commerce that is commercially allied with and overlapping



with the Complainant's hospitality and luxury services. There is no evidence whatsoever that the Respondent had been commonly known by the name "Anantara" or "HNG Anantara" prior to the adoption of the Disputed Domain.

- b. **No authorisation or licence:** There is no evidence of any authorisation, licence, or other permission granted by the Complainant to the Respondent to use the ANANTARA mark, or any confusingly similar variant, as or as part of a domain name or otherwise.
- c. **Nature of use:** The screenshots from the Respondent's website placed on record demonstrate that the Respondent has deliberately adopted and is prominently using the word "ANANTARA" (even replicating a stylised typeface similar to the Complainant's mark) as the primary commercial identifier of its real estate project. This is clearly not a fair use. Such use is calculated to attract consumers who associate the name "Anantara" with the Complainant's luxury brand, and to benefit commercially from the Complainant's goodwill and reputation.

44. None of the three circumstances specified in Clause 6 of the INDRP Policy that would indicate rights or legitimate interests have been established. The Respondent has adduced no evidence to rebut the *prima facie* case made out by the Complainant. Issue 2 is therefore decided in favour of the Complainant.



D. Issue 3: Bad Faith Registration and Use [Clauses 4(c) and 7]:

45. Clause 4(c) of the INDRP Policy requires the Complainant to establish that the Disputed Domain has been registered or is being used in bad faith. Clause 7 lists non-exhaustive circumstances that shall be evidence of bad faith registration and use. The relevant circumstance in Clause 7(iv) states: "by using the domain name, the Registrant has intentionally attempted to attract, for commercial gain, Internet users to his website or other on-line location, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of his website or location or of a product or service on his website or location."
46. On the basis of the evidence on record, this Tribunal finds that the Disputed Domain was registered and is being used in bad faith, for the following reasons:
- a. Knowledge of the Complainant's mark:** The ANANTARA trademark is globally famous, having been used since 2000 across over 50 countries, with an active presence in India since at least 2008 and with Indian guests numbering in the hundreds of thousands annually. It is inconceivable that the Respondent - a real estate developer operating in the Indian market in 2025 - would have been unaware of the ANANTARA brand when it registered the Disputed Domain. The use of the Complainant's trademark



in its entirety as the dominant element of the Disputed Domain, and its prominent display on the Respondent's website, conclusively establishes that the adoption was with full knowledge of the Complainant's rights.

- b. **Intent to attract internet users for commercial gain:** The Respondent has used the Disputed Domain to host a commercial website offering real estate plots for sale under the "Anantara" brand. The Respondent describes its project as "Anantara" and "ANANTARA HNG" and invites consumers to "Invest with Confidence at ANANTARA HNG." This constitutes the classic scenario contemplated by Clause 7(iv) of the Policy - the intentional use of a domain name to attract internet users by creating a likelihood of confusion with the Complainant's famous mark, for commercial gain.
- c. **Passing off and misrepresentation:** The Respondent's website presents the "Anantara" name in a prominent stylised format closely resembling the Complainant's ANANTARA logo. The content of the website is calculated to create the impression among consumers that the Respondent's project is endorsed by, affiliated with, or associated with the Complainant's luxury hospitality brand ANANTARA. There is no plausible explanation for the adoption of the Complainant's trademark, in its entirety, other than to misappropriate the Complainant's goodwill and reputation.



- d. **Late registration, no legitimate prior interest:** The Disputed Domain was registered on 05 September 2025, nearly 25 years after the Complainant commenced use of the ANANTARA trademark. The Respondent has advanced no explanation for the selection of this specific word as the name of its real estate project. The absence of any prior use of or genuine interest in the ANANTARA name, coupled with the prominence and fame of the Complainant's trademark, compels the conclusion that the registration was made in bad faith.
- e. **Harm to the Complainant and consumers:** The Respondent's use of the Disputed Domain is causing grave harm to the Complainant by eroding the distinctive character and goodwill of the ANANTARA Trademarks, and is likely to cause severe loss to consumers who may be misled into believing that the Respondent's real estate project has been endorsed by or is associated with the world-renowned ANANTARA luxury resort brand.

47. The Tribunal notes that the absence of the Respondent's Response leaves the Complainant's evidence and submissions entirely un rebutted. While the Tribunal does not treat this silence as an admission, the un rebutted evidence on record, taken together, overwhelmingly establishes the Respondent's bad faith in both the registration and use of the Disputed Domain. Issue 3 is accordingly decided in favour of the Complainant.



E. Issue 4: Remedy [Clause 11]:

48. Clause 11(i) of the INDRP Policy provides that upon a finding in favour of the Complainant, the Tribunal shall issue an Award directing to transfer the domain name to the Complainant, unless the Complainant requests cancellation of the domain name. In the present case, the Complainant has specifically prayed for the transfer of the Disputed Domain to itself. Having found in favour of the Complainant on all three elements under Clause 4 of the Policy, this Tribunal directs the transfer of the Disputed Domain <hng-anantara.in> from the Respondent to the Complainant.

F. Issue 5: Costs [Section 31A of the Act]:

49. The Complainant prayed for an award of costs. However, as recorded in the Order dated 01-05-2026, neither party filed a Statement of Costs within the period granted under the Order dated 06-01-2026 (i.e., by 31-01-2026). In the absence of a Statement of Costs from the Complainant, this Tribunal is not in a position to quantify and award specific costs. The arbitration fee paid by the Complainant to NIXI is a matter between the Complainant and the Registry, governed by the INDRP fee structure. Accordingly, no specific order as to costs is made in these proceedings.



VII. DECISION: .

50. On the basis of the pleadings, evidence, and documents placed on record, and for the detailed reasons set out in the preceding section, this Tribunal finds as follows:

- (a) The Disputed Domain <hng-anantara.in> is confusingly similar to the ANANTARA Trademarks in which the Complainant, MHG IP Holding (Singapore) Pte. Ltd., has rights [Clause 4(a)]: DECIDED IN FAVOUR OF THE COMPLAINANT.
- (b) The Respondent, HNG Developers, has no rights or legitimate interests in respect of the Disputed Domain [Clauses 4(b) and 6]: DECIDED IN FAVOUR OF THE COMPLAINANT.
- (c) The Disputed Domain has been registered and is being used in bad faith [Clauses 4(c) and 7]: DECIDED IN FAVOUR OF THE COMPLAINANT.
- (d) The Complainant is entitled to the transfer of the Disputed Domain: DECIDED IN FAVOUR OF THE COMPLAINANT.
- (e) Costs: NO ORDER AS TO COSTS.



VIII. RELIEF:

51. In view of the findings above, this Tribunal hereby directs that the domain name <hng-anantara.in> be transferred from the Respondent, **HNG Developers**, to the Complainant, **MHG IP Holding (Singapore) Pte. Ltd.**, having its registered office at 2nd, Alexandra Road, #05-04/05, Delta House, Singapore 159919.

IX. DISPOSITION AND DIRECTIONS:

52. In terms of Rule 20 of the INDRP Rules, the original signed copy of this Award shall be forwarded to the Registry. The parties may obtain certified copies of the Award from the Registry, if so required.

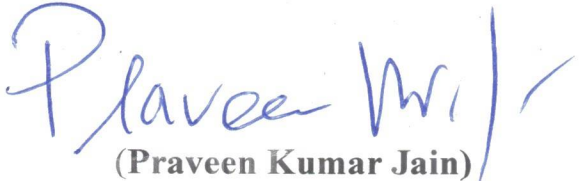
53. This Award has been executed on stamp paper of ₹100/-. Any deficiency in stamp duty, if applicable, shall be borne and paid by the concerned party in accordance with applicable law.

X. PRONOUNCEMENT:

54. This Award is signed and pronounced by me at New Delhi, India, on this 6th day of May, 2026.

New Delhi

06-05-2026


(Praveen Kumar Jain)

The Sole Arbitrator

