

INDIA NON JUDICIAL

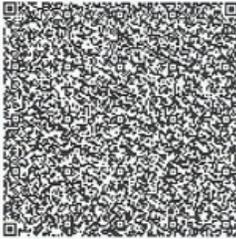
Government of National Capital Territory of Delhi



सत्यमेव जयते

e-Stamp

Base Certificate No.	: IN-DL27411885059174P
Certificate No.	: IN-DL27413082238616P
Certificate Issued Date	: 06-Sep-2017 12:47 PM
Account Reference	: IMPACC (IV)/ dl835403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL83540356424446987099P
Purchased by	: ANKUR RAHEJA
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ANKUR RAHEJA
Second Party	: Not Applicable
Stamp Duty Paid By	: ANKUR RAHEJA
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



.....Please write or type below this line.....

INDRP ARBITRATION
THE NATIONAL INTERNET EXCHANGE OF INDIA [NIXI]
ADMINISTRATIVE PANEL DECISION

A. Rahi

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

INDIA NON JUDICIAL

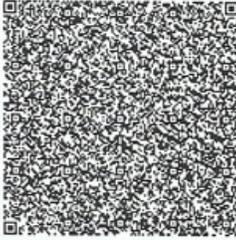
Government of National Capital Territory of Delhi



सत्यमेव जयते

e-Stamp

Certificate No.	: IN-DL27411885059174P
Certificate Issued Date	: 06-Sep-2017 12:46 PM
Account Reference	: IMPACC (IV)/ dl835403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL83540356421936310934P
Purchased by	: ANKUR RAHEJA
Description of Document	: Article 12 Award
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ANKUR RAHEJA
Second Party	: Not Applicable
Stamp Duty Paid By	: ANKUR RAHEJA
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



.....Please write or type below this line.....

SOLE ARBITRATOR: ANKUR RAHEJA, MCA FCS LLB
INDRP/907: Slickdeals LLC V Srujan Kumar

A. Raheja

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

In the matter of:

Sickdeals LLC

6255 W.Sunset Boulevard

Suite 1110, Los Angeles,

California 90028

United States

... Complainant

versus

Srujan Kumar

Hyderabad, Andhra Pradesh,

500035, India

Email: iamsuzzy@gmail.com

... Respondent

ARBITRATION AWARD

Dispute Domain Name <slickdeals.in>

1. The Parties:

a. Complainant: The Complainant in this arbitration proceedings is: **Slickdeals LLC** having office at 6255 W.Sunset Boulevard, Suite 1110, Los Angeles, California 90028, United States represented by Mr. C.A. Brijesh & Ms. Paazal Arora of Remfry & Sagar having office at Remfry House at the Millennium Plaza, Sector 27, Gurgaon - 122009.

b. Respondent: The Respondent in this arbitration proceedings is Mr Srujan Kumar having incomplete address as Hyderabad, Andhra Pradesh, 500035, India (email: iamsuzzy@gmail.com)

2. The Domain Name and the Registrar:

- a. The Disputed Domain Name is <slickdeals.in>.
- b. Disputed Domain Name is registered with GoDaddy.com LLC

Further, details of the Disputed Domain Name are as follows, as per the publicly available WHOIS details.

Registry Domain ID: D10453399-AFIN
Domain Name: SLICKDEALS.IN
Created On: 26-Jan-2016 04:02:37 UTC
Last Updated On: 14-Jul-2017 12:32:55 UTC
Expiration Date: 26-Jan-2018 04:02:37 UTC
Registrar: GoDaddy.com, LLC (R101-AFIN)

Registry Registrant ID: CR214863121
Registrant Name: Srujan kumar
Registrant Organization:
Registrant Street1: Hyderabad
Registrant Street2:
Registrant Street3:
Registrant City: Hyderabad
Registrant State/Province: Andhra Pradesh
Registrant Postal Code: 500035
Registrant Country: IN
Registrant Phone: +91.8008899966
Registrant Email: iamsuzzy@gmail.com
Name Server: NS1.HOSTDAY.COM
Name Server: NS2.HOSTDAY.COM
Name Server: NS3.HOSTDAY.COM
Name Server: NS4.HOSTDAY.COM

3. Procedural History [Arbitration Proceedings]

This is mandatory Arbitration proceedings in accordance with the .IN Domain Name Dispute Resolution Policy ("INDRP"), adopted by the National Internet Exchange of India ("NIXI"). The INDRP Rules of procedure ("the Rules") were approved by NIXI on 28th June 2005 in accordance with Arbitration and Conciliation Act, 1996. By Registering the Disputed Domain Name with the NIXI Accredited Registrar, the Respondent has agreed to the resolution of the domain

disputes pursuant to the IN Dispute Resolution Policy and Rules framed thereunder.

According to the information provided by the National Internet Exchange of India ["NIXI"], the history of this proceedings is as follows:

In accordance with the Rules 2(a) and 4(a), NIXI formally notified the Respondent of the Complaint, and appointed Advocate Ankur Raheja as the Sole Arbitrator for adjudicating upon the disputed in accordance with the Arbitration and Conciliation Act, 1996 and the Rules framed thereunder, INDRP Policy and Rules framed thereunder. The Arbitrator submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the NIXI.

In this matter, the arbitration proceedings commenced on 25 July 2017 in terms of INDRP Rules. Relevant Dates are as follows:

Sr No	Particulars	Date
1.	Date of Handover of Complaint by NIXI	25 July 2017
2.	Soft Copy of Complaint served upon Respondent by Nixi	25 July 2017
3.	Notice of Arbitration issued to the parties, also referred as date of commencement of Proceedings	25 July 2017
4.	Second Notice to the Respondent	08 August 2017
5.	Award Passed	12 September 2017

- In accordance with INDRP read with INDRP Rules of procedure, notice of Arbitration was sent to the Respondent on 25th July 2017, with the instructions to file his reply / response by 07th August 2017.
- That NIXI informed on 25 July 2017 that the Hard Copy could not be dispatched to the Respondent through courier due to incomplete address and the consignment was put on hold. The Respondent was asked to provide

complete/correct address on the same day but no response was received. Therefore, the hard Copy could not be delivered to the Respondent.

- The communication at various stages of proceedings through emails at the ID provided in the WHOIS information of the Disputed Domain was successfully delivered. But the hard Copy of the Complaint remained undelivered, therefore in terms of Rule 2(i)(B) of the Rules of procedure, another notice was issued on 08 August 2017, with the time till 14 August 2017 to respond or seek more time for Response, else the matter would be decided ex-parte.
- No personal hearing was requested / granted / held.

4. Factual Background

According to the documentary evidence and contentions submitted:

A. The Complainant '**Slickdeals LLC**' is a Delaware limited liability company with its principal place of business in Los Angeles, California, USA. The Complainant has a free, user-driven deal sharing website '**slickdeals.net**' that provides consumers an avenue to collaborate and share information in order to make the best shopping decisions. Founded in the year 1999, the Complainant (and its predecessors in interest) has offered Internet users a unique and highly valuable commercial information service under the "**SLICKDEALS**" and trade/service marks/name that allows users to browse through countless online deals to save money when purchasing a wide variety of products or services.

B. By harnessing the best features of the Internet, such as user-generated, collaborative content backed by professional research and screening, as well as localized, targeted postings, the Complainant has gained a massive and loyal customer following. Consumers have, collectively, used the Complainant's services to save over an estimated four billion dollars. Indeed, over four and a half million users registered for the Complainant's website '**slickdeals.net**' and almost five million users also downloaded and installed the Complainant's mobile app from either the Apple App store or the Google Play store.

C. Further, the Complainant through its website '**slickdeals.net**' receives over eight and a half million unique visitors per month, as well as over seventy million visits per month. The Complainant's website '**slickdeals.net**' has also

been frequently ranked as one of the top one-hundred websites in the United States by various third parties, such as alexa.com and similarweb.com, based on certain factors, such as the number of visitors to and page views of the website. Printouts from the website www.alexa.com evidencing the same are annexed. The website '**slickdeals.net**' has also been recognized as the number one referrer of traffic to a variety of major third-party websites, such as Target.com, BestBuy.com, Groupon.com, Macys.com, Staples.com, SamsClub.com, Jet.com, etc., and a top 5 referrer of traffic to other major retailers, such as Amazon.com and Walmart.com.

D. The Complainant has expended considerable time, energy, and effort to compile, arrange, market, and cultivate the content on its website '**slickdeals.net**' and provide thoughtful statements, comments, and insights on the deals posted therein. Through careful cultivation of its various products and services, the Complainant has developed an outstanding reputation in the field of online marketing and advertising and garnered significant rights in the "**SLICKDEALS**" trade mark. Indeed, the Complainant has received substantial public recognition and acclaim for its services under the mark "**SLICKDEALS**". For example, Lifehacker.com recognized the website '**slickdeals.net**' as the "most popular" and "best...deal site" for "sav[ing] [consumers] a ton of money", and attributed this success to the Complainant's "community powered deal listings, rapidly rotating and exclusive discounts, and wide popularity." A printout from the website 'www.Lifehacker.com' evidencing the same is annexed.

E. The Complainant, in or around the year 1999, adopted the name and mark "**SLICKDEALS**" in relation to its business/services. Thereinafter, this name/mark has been consistently and widely used globally on a large scale for services provided thereunder. The mark has been used in relation to a variety of services including online marketing, advertising etc. The mark "**SLICKDEALS**" was first used in November 10, 1999. In India, the "**SLICKDEALS**" mark has been in use since (at least) November 1, 2005. Further, a great amount of expenditure is incurred by the Complainant to actively promote its services worldwide. Resultantly, the mark has come to be exclusively associated with the Complainant. Indication of the mark's ever-rising popularity is evident from the sales/revenue earned by Complainant for services under the mark/name "**SLICKDEALS**", which clearly establish the reputation and goodwill of the Complainant and "**SLICKDEALS**" trade mark.

F. As is thus evident, the “**SLICKDEALS**” trade mark forms an integral part of the corporate name of the Complainant and serves as its principal trade/service mark and domain name. The Complainant is identified by use of mark “**SLICKDEALS**”. Accordingly, the Complainant has applied for/secured registration for the “**SLICKDEALS**” mark in numerous jurisdictions of the world, including the USA, Australia, Canada, etc. Annexed herewith are copies/printouts of the certified extracts/online records pertaining to few of the aforesaid registrations along with a list of registration(s)/application(s) for the mark “**SLICKDEALS**”.

G. The Complainant has also applied for registration of its trade/service mark/name “**SLICKDEALS**” in India in relation to its services included in Classes 35 (*Annexed herewith are copies/printouts of the certified extracts/online records pertaining to the aforesaid applications*):

- “**SLICKDEALS**” (TM application no 2931221 dated March 25, 2015) under class 35 - Advertising and commercial information services, via the internet; advertising via electronic media and specifically the internet; advice and information about customer services and product management and prices on internet sites in connection with purchases made over the internet; providing a searchable online advertising guide featuring the goods and services of other on-line vendors on the internet; providing advertising space on the internet; providing consumer product information via the Internet.
- “**SLICKDEALS**” (TM application no 2931222 dated March 25, 2015) under class 35 - Advertising and commercial information services, via the internet; advertising via electronic media and specifically the internet; advice and information about customer services and product management and prices on internet sites in connection with purchases made over the internet; providing a searchable online advertising guide featuring the goods and services of other on-line vendors on the internet; providing advertising space on the internet; providing consumer product information via the Internet.

H. The Complainant has registered numerous top-level domain names and country code top-level (ccTLD) domain names comprising the trade mark “**SLICKDEALS**”. An example of some of these domain names, as well as the applicable ‘creation date’, are reproduced here:

- a. www.slickdeals.net (since 10.11.1999)
- b. www.slickdeals.nz (since 30.3.2015)
- c. www.slickdeals.com.hk (since 23.8.2016)
- d. www.slickdeals.co.in (since 1.9.2015)
- e. www.slickdeals.co.nz (since 23.11.2013)
- f. www.slickdeals.com.mx (since 18.8.2016)
- g. www.slickdeals.sg (since 17.8.2016)
- h. www.slickdeals.ch (since 16.8.2016)
- i. www.slickdeals.co (since 20.7.2010)
- j. www.slickdeals.us (since 20.8.2016)

I. This list is illustrative and not exhaustive. As established, Complainant is the registered proprietor of several domain names containing the word “**SLICKDEALS**”, including ‘**slickdeals.net**’. The Complainant’s websites are very popular among internet users because they disseminate valuable information regarding the best deals and are a source of knowledge for services related to the “**SLICKDEALS**” trade mark. These websites garner a significant number of hits every month and are accessible from India as well. A list of such domain names, along with the WHOIS details in respect of few, are annexed hereto.

J. From the above, it is apparent that the goodwill and reputation of the Complainant’s “**SLICKDEALS**” trade mark pervades both the real world and cyber space. Relevant extracts from the website **slickdeals.net** are attached herewith.

K. In view of the foregoing, it is evident that the “**SLICKDEALS**” trade mark has, on account of extensive and continuous use and trade mark registrations throughout the world, become exclusively identified with the Complainant and its business/services. This mark has acquired a well-known status across the world, including India, based on Complainant’s widely distributed and broad range of services, global presence, strong reputation, and substantial goodwill gathered over the many years of its operations and existence.

L. The Complainant not only thus possesses statutory rights by virtue of its registrations for the mark, but also common law rights due to the lengthy user period. The mark is representative of the Complainant, its services, brand identity, business reputation and public identification throughout the globe including India. The Complainant has invested years of time, capital, efforts and

resources and attained immense goodwill and reputation in the “**SLICKDEALS**” trade mark. The mark has acquired a secondary meaning and is exclusively identified with the Complainant. Needless to say, the Complainant regards the “**SLICKDEALS**” trade mark as one of its most significant pieces of intellectual property, and Complainant’s “**SLICKDEALS**” trade mark is extremely well-known throughout the world.

5. The Dispute

- A. The Disputed Domain Name is identical or confusingly similar to a trade mark in which the Complainant has statutory/common law rights.
- B. The Respondent has no rights or legitimate interests in respect of the disputed domain name.
- C. The disputed Domain Name has been registered or is being used in Bad Faith.

6. Parties Contentions

I. Complainant contends as follows:

A. The Complainant recently became aware that the domain name **<slickdeals.in>** was registered in the name of Mr. Srujan Kumar (hereinafter referred to as the “Registrant”). The email address of the Registrant is **iamsuzzy@gmail.com** and his telephone No. as **+91.8008899966**. Interestingly, the Registrant has not provided a complete address as per records on WHOIS and the only indication of his address is ‘Hyderabad, Andhra Pradesh, India’. This inaccurate and likely fake address indicates the fact that these meager details were provided with an evasive and dishonest intent. As per the WHOIS records, the Registrant of the domain name **<slickdeals.in>** is offering the same for sale for USD 1000.

B. The Registrant has no affiliation with the Complainant. The **<slickdeals.in>** domain name was registered on January 26, 2016, long after Complainant’s adoption, use, trademark registration/application, and domain name registration were made in numerous jurisdictions worldover, including India. The WHOIS records for the **<slickdeals.in>** domain name is attached herewith. As per WHOIS records, the Registrant has provided no details for the ‘Registrant’s Organization’.

C. Upon visiting the website of the Registrant, the layout of the website is similar and inspired from the Complainant's website. While the outline of the website is in English, the contents on the blogs appear to be in 'Latin', a translation of which does not lead to any sensible information and is gibberish. The home page displays the text "**SLICKDEALS**" in bold text with the words 'Best deals for you' written underneath in a smaller font. Further, the last page of the website makes a reference to '**Slick Deals** India' at the bottom with a view to portray an association/affiliation with the Complainant. Hence, there is misuse of Complainant's trade/service mark/name because the impugned website displays the entirety of Complainant's registered trade mark "**SLICKDEALS**". Annexed hereto are printouts of the <**slickdeals.in**> website.

D. Further, a reverse WHOIS lookup identifies several domain names currently registered by the Registrant. Details of the reverse WHOIS records are attached herewith. A perusal of Annexure clearly indicates that the Registrant has not only registered numerous domain names, but nearly all of the domain names owned by the Registrant incorporate known trade mark, such as dbrownbox.in, cinewala.com, patleo.com, and many others.

E. Under paragraph 6(ii) of the Policy, the Registrant's pattern of extensive domain name registrations and cybersquatting to prevent trade mark owners from reflecting their marks in corresponding domain names further demonstrates the Registrant's bad faith registrations, including in connection with the <**slickdeals.in**> domain name. The huge number of domain names that the Registrant has registered demonstrates that the Registrant has engaged in a clear pattern of registering domain names in bad faith to block the legitimate and superior rights of trade mark owners in those domain names only to later ransom the domain names to the trade mark owner. See Rebook International Limited v. C J Reebok, INDRP Case No. 618 (Oct. 10, 2014).

F. Further, the Registrant is offering the impugned domain name <**slickdeals.in**> for sale on its WHOIS records for a consideration of USD 1000. This clearly demonstrates the true intention of the Registrant in registering the domain name <**slickdeals.in**> is to unfairly profit from the domain name and ransom it.

G. Given this, it is apparent that the Registrant is a habitual cyber squatter who reaps illicit gains by registering domain names identical to well-known trade/service marks, corporate names/trading styles, domain names, etc.

H. It is evident that the Registrant is using the < slickdeals.in > domain name illegally and dishonestly to derive unjust pecuniary gains.

I. There is no iota of doubt that the < slickdeals.in > domain name is identical to the Complainant's trade/service mark/name/domain name "SLICKDEALS". In the circumstances, the Complainant submits that the Registrant's impugned domain name < slickdeals.in > may be transferred to the Complainant or the same may be cancelled forthwith on the following, amongst other grounds, which are exclusive and without prejudice to each other:

II. Respondent

A. The Respondent was provided various opportunities to file his response to the Complaint by the Arbitrator by its notice dated 25 July 2017 and 08 August 2017 respectively.

B. However, Respondent has failed and/or neglected to file any response to the Complaint filed by the Complainant despite being given an adequate notification and various opportunities by the Arbitrator.

C. The Arbitrator, therefore, has no other option but to proceed with the proceedings and to decide the complaint on the basis of the material on record and in accordance with the .IN Dispute Resolution Policy and the Rules framed thereunder.

7. Discussion and Findings:

I. Procedural Aspects

A. The Complainant, while filing the Complaint, submitted to Arbitration proceedings in accordance with the .IN Dispute Resolution Policy and the Rules framed thereunder. The Respondent also submitted to the mandatory arbitration proceedings in terms of paragraph 4 of the INDRP Policy, while seeking registration of the disputed domain name.

B. The .IN Dispute Resolution Policy requires the Complainant, to establish the following three elements:

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

C. Undoubtedly, the Complainant has statutory and common law rights in the mark "**SLICKDEALS**". The same have been sought to be protected by applying for as trademark registration all across the globe in different countries, including India.

D. Further, prima-facie the Respondent does not have any relationship with the business of the Complainants or any legitimate interest in the trade marks or trade name. Moreover, the Complainant has neither given any licence nor authorized the Respondent to use the Complainant's mark. The Respondent has never been commonly known by the domain name in question, of late, registered the Domain Name on 26 January 2016 and no proper use of the Domain has been made. And later during these INDRP proceedings the website has become unreachable as nameservers do not resolve.

II. Respondent's Default

A. Several UDRP decisions have established that once a Complainant has made a prima facie case that a Respondent lacks legitimate interest or right, the burden shifts to the Respondent to prove its right or legitimate interest in the domain name (F. Hoffman-La Roche AG v. Steven Pratt, WIPO Case No. D2009-0589 and Canadian Tire Corporation Limited v. Swallowlane Holdings Ltd., WIPO Case No. D2009-0828). That is, it is well established principle that once a Complainant makes a prima facie case showing that a Respondent lacks rights to the domain name at issue, the Respondent must come forward with the proof that it has some legitimate interest in the Domain Name to rebut this presumption. But the Respondent has failed to come forward with a Response and therefore, in light of Complainant's un rebutted assertion that

Respondent has no rights or legitimate interests in the disputed domain name, the Arbitrator may presume that no such rights or interests exist. [Pavillion Agency, Inc. v. Greenhouse Agency Ltd., WIPO Case No D2000-1221].

- B. The INDRP Rules of Procedure requires under Rule 8(b) that the Arbitrator must ensure that each party is given a fair opportunity to represent its case. Further, Rule 11 (a) empowers the arbitrator to proceed with an ex-parte decision in case any party does not comply with the time limits. The Respondent was given notice twice of this administrative proceedings in accordance with the Rules. The .IN Registry discharged its responsibility under Rule 2(a) of the INDRP Rules of Procedure to employ reasonably available means calculated to achieve actual notice to the Respondent of the Complaint.
- C. The Respondent has not filed its reply or any documentary evidence thereof and has not sought to answer the complainant's assertions, evidence or contentions in any manner. The averments made in the complaint remain unrebutted and unchallenged. There is no dispute raised to the documents relied upon by the Complainant.
- D. In the matter of Taco Bell Corporation V. Webmasters Casinos Ltd [INDRP/067], it was held that the Respondent registered the disputed domain name maliciously and he shows his depraved intention, in the arbitration proceedings by his act because two notices were sent by the arbitrator but he has submitted no reply of anyone. [INDRP/067 - tacobell.co.in - May 29, 2008]. Also in the matter of Talk City, Inc. v. Robertson, WIPO Case No D2000-0009, it has been held that because Respondent failed to submit a Response, the Panel may accept all of Complainant's reasonable assertions as true.
- E. The Arbitrator finds that the Respondent has been given a fair opportunity to present his case. The paragraph 12(a) of INDRP Rules of Procedure provides that the Arbitrator shall decide the Complaint on the basis of the statements and documents submitted in accordance with the INDRP and any law that the Arbitrator deems fit to be applicable. In accordance with Rules paragraph 12, the Arbitrator may draw such inferences as are appropriate from the Respondent's failure to reply to Complainant's assertions and evidence or to

otherwise contest the Complaint. In the circumstances, the arbitrator's decision is based upon the Complainant's assertions, evidence and inferences drawn from the Respondent's failure to reply.

III. Requirements of Paragraph 4 of the INDRP Policy, i.e. Issues Involved in the Dispute:

The INDRP policy lists the following three elements that the Complainant must prove to merit the finding that the domain name of the Respondent be transferred to the Complainant or whether any other remedy in terms of the paragraph 10 of the INDRP Policy will be available or not:

(i) Identical or Confusingly similar with the trade mark, etc [Para 4(i) of INDRP Policy]

- A. The Complainant use of the mark "**SLICKDEALS**" dates back to year 1999-2000, while the first trademark registration was applied in US in 2007. It has shown that it has rights in the Mark "**SLICKDEALS**" with proper evidence. The trade mark "**SLICKDEALS**" is already registered in many jurisdictions including USA, Canada, Australia, Switzerland, Norway and Turkey. While in India, trade mark registration was applied in 2015, claiming use since 2005.
- B. Complainant has online presence at SlickDeals.net and local presence in various countries with country specific domain names like slickdeals.nz, slickdeals.hk, slickdeals.ch, slickdeals.sg, slickdeals.us and so on. In India, website is available at **slickdeals.co.in** to connect with Indian users, which was registered in January 2015. Complainant adopted the mark "**SLICKDEALS**" in 1999-2000 in relation to its business as its business name, trading style and later as a trade mark worldwide.
- C. Complainant has expended considerable time, energy, and effort to compile, arrange, market, and cultivate the content on its website '**www.slickdeals.net**'. Further, has spent substantial amounts of expenditure to promote its services, as a result, its website has received substantial public recognition, having frequently ranked as one of the top one-hundred websites in the United States by various third parties, such as Alexa.com, etc.

- D. Complainant also submits that its main gTLD 'www.slickdeals.net' has also been recognized as the number one referrer of traffic to a variety of major third-party websites, such as Target.com, BestBuy.com, Groupon.com, Macys.com, Staples.com, SamsClub.com, Jet.com, etc and a top 5 referrer of traffic to other major retailers, such as Amazon.com and Walmart.com. Due to its popularity and fame, undoubtedly "**SLICKDEALS**" has acquired tremendous reputation throughout the world. Users worldwide associates the expression "**SLICKDEALS**" with the Complainant services only.
- E. The disputed Domain Name <**slickdeals.in**> incorporates the Complainant's mark in its entirety. The paragraph 3 of the INDRP policy clearly states that it is the responsibility of the Respondent to find out before registration that the registration of the domain name will not infringe upon or otherwise violate the rights of any third party. In fact, a simple Google Search with keywords "**SLICKDEALS**" provides for none other than the Complainant. Therefore, it can be safely concluded that the Respondent has deliberately registered the Domain Name <**slickdeals.in**> in January 2016, in order to trade upon the immense goodwill and reputation enjoyed by the Complainant.
- F. Indeed, numerous courts and UDRP panels have recognized that "if a well known trademark is incorporated in its entirety, it may be sufficient to establish that a domain name is identical or confusingly similar to Complainant's registered mark." [ITC Limited V Travel India (INDRP Case No. 065); Boehringer Ingelheim Pharma GmbH & Co. KG v Philana Dhimkana (WIPO Case No. D2006-1594); Allied DOMECCQ Spirits and Wine Limited v Roberto Ferrari, (INDRP Case No. 071); Philip Morris USA Inc. v Doug Nedwin/SRSPlus Private Registration (WIPO Case No. D2014-0339)]. Further, it has been held in the matter of Disney Enterprises, Inc. v. John Zuccarini, Cupcake City and Cupcake Patrol [WIPO Case No. D2001-0489] that "domain names that incorporate well-known trademarks can be readily confused with those marks".
- G. Therefore, based on Complainant's clear rights in the Marks, along with the widespread popularity of Complainant's mark '**SLICKDEALS**', it is quite obviously as Complainant contends that an Internet User would likely mistakenly believe that a website accessible at disputed domain <**slickdeals.in**> is managed or endorsed by Complainant, or enjoys the

benefit of Complainant's information resources. And no doubt, Respondent's Infringing Domain Names are confusingly similar to Complainant's Marks.

H. Besides it is also well-established that the extensions in a disputed domain name does not affect a finding of similarity. In the INDRP matter of The Hershey Company V. Rimi Sen, it has been held that the addition of the country top level domain ".co.in" in the disputed domain does not avoid a determination that the domain name is identical or confusingly similar to the Complainant's mark [INDRP/289 - Hersheys.co.in]. Also in UDRP matters, it has been held that it is technically required for the operation of a domain name, and thus it is without legal significance in an inquiry of similarity. [Tumblr, Inc. v. Above.com Domain Privacy/Transure Enterprise Ltd., Host Master, WIPO Case No D2013-0213].

Thus, the Complainant has satisfied the requirement of paragraph 4(i) of the INDRP Policy.

(ii) Rights or Legitimate Interests in the Domain Name [Para 4(ii) of INDRP Policy]

The circumstances has been elaborated under Paragraph 7 of the INDRP policy as under and the Respondent need to fit in at least one circumstance under this clause in order to prove legitimate interest:

Para 7 of the INDRP Policy: Registrant's Rights to and Legitimate Interests in the Domain Name

Any of the following circumstances, in particular but without limitation, if found by the Arbitrator to be proved based on its evaluation of all evidence presented, shall demonstrate the Registrant's rights to or legitimate interests in the domain name for the purposes of Paragraph 4 (ii):

- (i) before any notice to the Registrant of the dispute, the Registrant's use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or*
- (ii) the Registrant (as an individual, business, or other organization) has been commonly known by the domain name, even if the Registrant has acquired no trademark or service mark rights; or*

(iii) the Registrant is making a legitimate non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

- A. The Complainant's mark "**SLICKDEALS**" is a coined term and has no meaning other than to identify Complainant's products and there is no indication that Respondent is commonly known by a name or carrying on business under a name, corresponding to the disputed domain name. Further, Complainant denies of having assigned, granted, licensed, sold, transferred or in any way authorized the Respondent to use the distinctive mark "**SLICKDEALS**" or to register the disputed domain name.
- B. It is well established that the Complainant must first make a prima facie case that the Respondent lacks rights and legitimate interests in the disputed domain name, and then the burden shifts to the Respondent to come forward with concrete evidence of such rights or legitimate interests. The Arbitrator finds that the Complainant has made such showing in this case but no information has been submitted by the Respondent on what rights or legitimate interests he may have in the disputed domain name. [Document Technologies, Inc. v. International Electronic Communications Inc., WIPO Case No. D2000-0270]. Also Respondents' failure to respond can be construed as an admission that they have no legitimate interest in the domain names [Pavillion Agency, Inc. v. Greenhouse Agency Ltd., WIPO Case No D2000-1221].
- C. The Respondent has attempted to show legitimate use by building upon a deal website, similar in look and feel that of the Complainant's website with only some demo content as we find in ready to use themes. The website upon disputed domain was visible when the matter was filed, the last screenshot available at DomainTools.com is dated 7 August 2017. But later during these Arbitration proceedings, the website has become unreachable and could not be accessed. Though, it can be concluded that no legitimate use was being made but an attempt was made by the Respondent to gain from the immense goodwill and reputation of the Complainant and as soon the second notice for these proceedings was served, the website has been closed down by the Respondent.

- D. In the WIPO matter of Paris Hilton v. Deepak Kumar, [WIPO Case No. D2010–1364], if the owner of the domain name is using it in order "...to unfairly capitalise upon or otherwise take advantage of a similarity with another's mark then such use would not provide the registrant with a right or legitimate interest in the domain name. The Respondent's choice of the Domain Name here seems to be a clear attempt to unfairly capitalise on or otherwise take advantage of the Complainants' trademarks and resulting goodwill."
- E. Further, there is no evidence that the Respondent is commonly known by the disputed domain name or a corresponding name or uses a corresponding name in a business. Obviously, the WHOIS does not indicate that Respondent has ever been or is commonly known by the mark "**SLICKDEALS**".
- F. In the matter of Tercent Inc. v. Lee Yi, FA 139720 (Nat. Arb. Forum February 10, 2003) it was held: "nothing in Respondent's WHOIS information implies that Respondent is 'commonly known by' the disputed domain name" as one factor in determining that Policy paragraph 4(c)(ii) does not apply. Also in the matter of Gallup Inc. v. Amish Country Store, FA 96209 (Nat. Arb. Forum Jan. 23, 2001) "finding that the respondent does not have rights in a domain name when the respondent is not known by the mark. Therefore, the Arbitrator finds that Respondent is not commonly known by the disputed domain name under Policy paragraph".
- G. Lastly, it was evident from the web page at the disputed domain name that neither any legitimate, noncommercial or fair use of the disputed domain name being made, but the Respondent seems to have intentionally registered the disputed domain name, which reproduces feel and look of Complainant's website, in order to capitalize / profit from the goodwill associated with the famous mark.
- H. Given the long and widespread reputation of the Complainant's trademarks, the compelling conclusion is that the Respondent, by choosing to register and use a domain name which is not only confusingly similar to the Complainant's widely known and distinctive trade mark but identical, intended to ride on the goodwill of the Complainant's trademark in an attempt to exploit, for commercial gain, Internet traffic destined for the Complainant. Potential

partners and end users are led to believe that the website is either the Complainant's site, especially made up for the bearings, or the site of official authorized partners of the Complainant, while in fact it is neither of these [Viacom International Inc., and MTV Networks Europe v. Web Master, WIPO Case No. D2005-0321 – mtvbase.com].

- I. The Complainant has adopted and used the "**SLICKDEALS**" mark for several years prior to the registration of the disputed domain name and it has invested substantial amounts for publicizing its mark. Under these circumstances it can be inferred that the similarity of the disputed domain name to the Complainant's trademark is not a coincidence. The Respondent has intentionally acquired the disputed domain name for exploiting its value as a phonetically similar variant and as a misspelling of the Complainant's trademark. [Perfetti Van Melle Benelux BV v. Lopuhin Ivan, IPHOSTER, WIPO Case No. D2010-0858]

In the circumstances, the Arbitrator concludes that the Complainant has established the requirement of paragraph 4 (ii) of the Policy.

(iii) Registered and Used in Bad Faith [Para 4(iii) of INDRP Policy]

The circumstances have been elaborated under Paragraph 6 of the INDRP policy as under and even single instance proved against Respondent is enough to conclude Bad Faith:

Paragraph 6 of the INDRP policy: Evidence of Registration and use of Domain Name in Bad Faith:

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

- (i) *circumstances indicating that the Registrant has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant, who bears the name or is the owner of the trademark or service mark, or to a competitor of that Complainant, for valuable consideration in excess of the Registrant's documented out-of-pocket costs directly related to the domain name; or*

(ii) the Registrant has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the Registrant has engaged in a pattern of such conduct; or

(iii) by using the domain name, the Registrant has intentionally attempted to attract Internet users to the Registrant's website or other on-line location, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of the Registrant's website or location or of a product or service on the Registrant's website or location.

A. Complainant's mark "**SLICKDEALS**" is distinctive, unique and well-known all over the world, on account of extensive and continuous use and trademark registrations throughout the world. Respondent can be assumed to be well aware of the "**SLICKDEALS**" brand name, when **slickdeals.co.in** was already in use and a simple google search for the "**SLICKDEALS**" keywords provides results of Complainant company only.

B. In the matter of Educational Testing Service v. Atak Teknoloji Ltd. Sti. [WIPO Case No. D2010-0479] it was held "the Respondent must have known of the Complainant's trademark TOEFL when registering the disputed domain names. This is particularly likely as an English language education service was offered under the disputed domain names. It appears that the Respondent has registered the disputed domain names solely for the purpose of creating an association with the Complainant's well known TOEFL tests. The Panel believes that the Respondent has intentionally registered the disputed domain names for use with educational English language services in order to mislead users who may search for official TOEFL test related information provided by the Complainant. The Panel is convinced that the Respondent was aware that a legitimate use of the domain names would not have been possible without infringing the Complainant's trademark rights, Telstra Corporation Limited v. Nuclear Marshmallows, WIPO Case No. D2000-0003. This assessment is supported by the fact that the Respondent must have known the Complainant's TOEFL trademarks at the time of registration of the disputed domain names, in particular as both disputed domain names have been registered well after the Complainant's TOEFL trademark has become widely known in the world."



- C. Registration of Domain Name that is identical to a trademark, with actual knowledge of the trademark holder's rights, is strong evidence that the domain name was registered in bad faith [ITC Limited v Travel India, INDRP Case No 065; American International Group, Inc. v Walter Busby d/b/a AIG Mergers and Acquisitions, NAF Claim No FA030400156251]. In the matter of PepsiCo, Inc. v. "null", aka Alexander Zhavoronkov, WIPO Case No. D2002-0562, it has been held that registration of a well-known trademark as a domain name may be an indication of bad faith in itself, even without considering other elements of the Policy.
- D. The website upon disputed domain was presented in a similar look and feel that of Complainant's website, so as to misrepresent affiliation between the Respondent and the Complainant. Under the Policy, it is evidence of bad faith registration and use that by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your 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 or your web site or location of a product or service on your web-site or location.
- E. Complainant also highlights in the Complaint that the Respondent via its WHOIS email address, has also registered various other domain names including well-known brands with protected trademarks. Based on this information and on the lack of response to these proceedings, there is no question that Respondent's intention is not a legitimate one. Such pattern of abusive conduct constitutes evidence of bad faith according to Paragraph (6) (ii) of the Policy. It might be important to point out that this behaviour was declared as bad faith registration according to WIPO case No. D2015-1932 Bayer AG of Leverkusen v. huang cheng of Shanghai where the Panel stated that "The Respondent is engaged in registering domain names containing famous marks... This is evidence of a pattern in the misappropriation of well-known marks which cannot be regarded as registration and use in good faith."
- F. Obviously, Respondent registered the disputed domain name in January, 2016, long after Complainant's marks became well known, and long after Complainant registered as a mark globally. And it is impossible that the Respondent was not aware of the Complainant's rights to the trademarks as

the Complainant's trademarks are famous and registered globally further they have active and official websites on various other extensions including **slickdeals.net**, which was registered in December 1999 and **slickdeals.co.in** since January 2015. Respondent seems to have intentionally registered the disputed domain name, which reproduces Complainant's well-known trademark "**SLICKDEALS**", in order to capitalize / profit from the goodwill associated with the famous mark. Only a person who is familiar with Complainant's mark could have registered a domain name that is confusingly similar [Barney's Inc. v B N Y Bulletin Board: WIPO Case No D2000-0059]

- G. Given the distinctiveness of the Complainant's mark it is reasonable to infer that the Respondent has registered the domain name with full knowledge of the Complainant's marks and uses it for the purpose of misleading and diverting Internet traffic. Where a domain name is found to have been registered with an intention to attract Internet users by exploiting the fame of a well-known trademark, it constitutes bad faith registration. [LEGO Juris AS V. Robert Martin - INDRP/125 - 14 February 2010].
- H. Further, the Complainant submits that the Domain Name has been listed for sale at \$1,000 at SEDO.com and the same has been verified. \$1,000 is of course way above any out of pocket expenses and the Domain could have been purchased by a competitor as well.
- I. Also in terms of INDRP Rules of procedure, the Registrant represents that the registration of the Domain Name will not infringe upon or otherwise violate the rights of any third party. Moreover when the trademark holder already has an active websites at **slickdeals.net**, **slickdeals.co.in**, etc and the mark is a coined word used for the first time by the Complainant only. And the Respondent has listed the Domain at SEDO.com for sale, this all points to the Bad Faith. And given the above facts, Respondent is thus guilty of wilful misrepresentation and also providing inaccurate / incorrect WHOIS information to the Registry as well.
- J. In the UDRP matter of Giorgio Armani S.p.A. Milan Swiss Branch Mendrisio v. Lizhen Ye [WIPO Case No. D2013-0808] the Panel found that there is beyond all doubt that the Respondent has registered the disputed domain names in order to prevent the owner of the trademark from reflecting the mark

in a corresponding domain names and that the Respondent has engaged in a pattern of such conduct. The Panel accepts the Complainant's arguments that the worldwide fame of the trademarks leaves no question of the Respondent's awareness of those at the time of the registration of the disputed domain names which wholly incorporate the Complainant's trademarks, as even recognized by numerous previous UDRP panels (Ga Modefine, Giorgio Armani S.p.A. v. Kim Hontage, WIPO Case No. D2007-0851, etc).

In the circumstances, the Arbitrator concludes that the Complainant has established the final requirement of paragraph 4 (iii) of the Policy also as to both registration and use of the Domain Name in bad faith.

8. Decision:

In the lights of the circumstances and facts discussed above, Arbitrator decides, "The disputed domain name is identical and confusingly similar to the registered trademarks and also the trade name of the Complainant in which Complainant has rights and the Respondent has no right or legitimate interests in respect of the Domain Name and the Respondent's Domain Name has been registered and is being used in Bad Faith".

Consequently the Arbitrator orders that the Domain Name <slickdeals.in> be transferred from the Respondent to the Complainant.



Ankur Raheja, MCA FCS LLB
Sole Arbitrator, NIXI, India
Date: 12th September 2017
Place: New Delhi