



सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL57162330462506R  
Certificate Issued Date : 18-Sep-2019 12:50 PM  
Account Reference : IMPACC (SH)/ dlshimp17/ HIGH COURT/ DL-DLH  
Unique Doc. Reference : SUBIN-DLDSLHIMP1720915080784722R  
Purchased by : JAYANT KUMAR  
Description of Document : Article 12 Award  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : JAYANT KUMAR  
Second Party : Not Applicable  
Stamp Duty Paid By : JAYANT KUMAR  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



-----Please write or type below this line-----

**BEFORE THE NATIONAL INTERNET EXCHANGE OF INDIA**

**IN THE MATTER BETWEEN**

Upwork, Inc.

Complainant

v.

Vishal Thakur

Respondent

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.stampsstamp.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.

## ARBITRATION AWARD

1. The Complainant is Upwork Inc., a Delaware Corporation having its office at 441 Logue Ave, Mountain View, CA USA 94043.
2. The Respondent is Vishal Sharma having his address at House No. 426, Sector 33, Chandigarh, India - 160020.
3. The Arbitration pertains to the disputed domain name <upwork.co.in>. The registrar for the disputed domain name is Godaddy.com, LLC.
4. The sole arbitrator appointed in this complaint by NIXI is Jayant Kumar. The Arbitrator submitted the Statement of Acceptance and Declaration of Impartiality and Independence to NIXI on September 7, 2019.
5. The Parties were informed about the appointment of the Sole Arbitrator by NIXI vide email dated September 12, 2019 and an electronic as well as physical copy of the complaint was served upon the Respondent.
6. On September 12, 2019 itself the Respondent sent an email stating that:

*"I would like you request you that please don't take any action against me as I didn't update anything on Upwork.co.in. I bought that domain because it was available that time, I didn't bought this domain with wrong intention as you can check it's blank since I had bought it.*

*If you want to transfer that domain to upwork I'm ready to do that but please don't take any legal action against me."*

On September 12, 2019, the Respondent sent another email stating that:



*"I have deleted upwork.co.in from my godaddy account."*

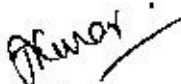
7. On September 13, 2019, the Arbitrator informed the parties that since the Respondent is willing to transfer the disputed domain name to the Complainant, a consent award will be passed on the basis of the aforesaid emails.

8. On September 16, 2019, the Respondent sent another email stating that:

*"Yes please transfer the domain to upwork..."*

9. Since the Respondent is willing to surrender/transfer the domain name in favour of the Complainant, the Arbitrator does not find the need to pass an Award on the merits of the complaint.

10. In light of the aforesaid, the Arbitrator directs that the disputed domain name <upwork.co.in> be transferred to the Complainant.

  
Jayant Kumar  
(Sole Arbitrator)

Dated: September 23, 2019

