

INDRP Rules of Procedure

1. Definitions

Arbitrator refers to experts who have expertise on computer literacy/skills and laws; possess a high sense of professional ethics and are capable of rendering independent and unbiased decisions in domain name disputes.

Complaint means an official objection made by a complainant against the registrant in terms of INDRP and its rules. Complainant refers to the person/party who initiates complaint against the Registrant.

.IN Registry Wherever used in this policy and the rules hereunder .IN Registry refers to National Internet Exchange of India (NIXI), a company registered under section 25 of the Companies Act 1956 (*now Section 8 under Companies Act, 2013*).

Dispute Resolution Policy means the version of the .IN Domain Name Dispute Resolution Policy which is in existence on the date of filing of the Complaint.

Registrant or Respondent means the registered holder of an .IN domain-name against whom a Complaint is initiated.

Response means a written reply to the complaint filed under these Rules of Procedure.

2. Communication

- a. While forwarding a Complaint to the Respondent, .IN Registry shall employ electronic method to serve notice of complaint. Service of notice, or employing the following measures to do so, shall discharge this responsibility:

Sending the Complaint in electronic form (including annexure) by e-mail to email addresses shown in WHOIS details at www.registry.in and in event where no email address is available, then such mail be forwarded to **postmaster@[the contested domain name]**

- b. Except the service of the notice of Complaint as provided in Clause 2(a), any written communication to Complainant or Respondent provided for under these Rules of Procedure may also be made
 - (i) By facsimile transmission, with a confirmation of transmission; or
 - (ii) By registered post and/or, speed post.
- c. Either Party may update its contact details by notifying in writing to the .IN Registry.
- d. Except as otherwise provided in these Rules of Procedure, or decided by an Arbitrator, all communications provided for under these Rules of Procedure shall be deemed to have been made:
 - (i) if delivered through facsimile transmission, on the date shown on the confirmation of transmission; or
 - (ii) if by registered post or speed post, on the date marked on the acknowledgement receipt or on the 3rd day from the date of its dispatch; or
 - (iii) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.
- e. Except as otherwise provided in these Rules of Procedure, all time periods calculated under these Rules of Procedure shall begin when a communication is made or is deemed to have been made in accordance with Clause 2(d) above.
- f. Any communication by
 - i. an Arbitrator to any Party shall be copied to the .IN Registry and to the other Party;
 - ii. the .IN Registry to any Party shall be copied to the other Party and to the Arbitrator; and
 - iii. a Party shall be copied to the other Party, the Arbitrator and the .IN Registry.

- iv. It shall be the responsibility of the sender of a communication to retain records of all facts and circumstances relating to such communication, which shall be available for inspection by affected parties and for reporting purposes.
- v. In the event a sender sends a communication and receives intimation of non-delivery of the communication, the sender shall promptly inform the Arbitrator, the .IN Registry and the relevant parties about the non delivery of communication and reasons thereof, if any. Further proceedings concerning any communication or response shall be as directed by the Arbitrator, or if no Arbitrator is yet appointed, by the .IN Registry.
- g. For any or all communication, the address of NIXI stated below shall be used:

.IN Registry
c/o NIXI (National Internet Exchange of India)
Regd. Off.: 6C,6D,6E Hansalaya Building
15, Barakhamba Road, New Delhi-110001 India
Tel.: +91-11-48202011,
Tel. : +91-11-48202010,
Fax: +91-11-48202013
E-Mail: legal@nixi.in
registry@nixi.in

or any other address that may be published on the Registry's website from time to time.

3. Filing and Service of Complaint

Filing of Complaint:

- a. The complaint along with all supporting documents has to be submitted to NIXI in an electronic form.
- b. Either Party or its authorized representative shall submit a power of attorney while filing a complaint or response.

Service of Complaint:

- a. The complainant shall file the electronic copy of the complaint with annexures to NIXI along with prescribed fees. Thereafter, the complaint shall be evaluated for compliances and in case of objections, if any, the complainant would be notified within a period of five (5) working days where after, he shall rectify/complete the needful and submit the fresh/amended copy.
- b. Once the complaint is in compliance of laid down rules under INDRP, NIXI shall within five (5) working days appoint an arbitrator from the list of empanelled arbitrators and notify the parties by email.
- c. Within 2 working days from the receipt of intimation as stated in above corresponding Para, the complainant shall send a soft copy of final accepted complaint along with annexures to the Learned Arbitrator copying NIXI vide email.
- d. In addition to aforesaid, the complainant shall also send both hard copy and soft copy of the complaint with annexures to the respondent(s). The proof of service of both hard copy and soft copy shall be communicated by the complainant vide email to all including NIXI.

4. Pleadings

- a. The (maximum) word limit shall be 5,000 words for all pleadings individually (excluding annexures). Annexures shall not be more than 100 pages in total. Parties shall observe this rule strictly subject to Arbitrator's discretion.
- b. The Complaint and annexures shall incorporate the following:
 - i. a request that the Complaint be submitted to arbitration in accordance with the Dispute Resolution Policy and the Rules.
 - ii. name, postal and e-mail addresses, telephone and facsimile numbers of the Complainant and/ or representative authorised to act for the Complainant in the arbitration proceeding.
 - iii. complete details of the Respondent (*including postal and e-mail addresses, telephone and facsimile numbers*) and in case the information is unknown to the complainant, he/she may approach NIXI to receive entire information.

- iv. specify the domain name which is the subject matter of the Complaint.
- v. specify the trademark(s) or service mark(s) on which the Complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used or intended to be used.
- vi. describe the grounds on which the Complaint is made, in particular, including-
 - the manner in which the domain name in question is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
 - reasons for which the Respondent should be considered ineligible for rights or legitimate interests in respect of the impugned domain name; and
 - reasons justifying that the impugned domain name is being registered and/or used in bad faith.
- vii. Specify, in accordance with the Dispute Resolution Policy, the remedies sought;
- viii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the impugned domain name;
- ix. Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"The Complainant, by submitting the Complaint agrees to the settlement of the dispute, regarding the domain name which is the object of the Complaint by final and binding arbitration in India conducted in accordance with the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2015 read with the Arbitration & Conciliation Rules, the .IN Domain Name Dispute Resolution Policy of .IN Registry; Rules of Procedure and any by-laws, rules or guidelines framed there under, as amended from time to time."

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against the .IN REGISTRY, as well as their directors, officers, employees, and agents and the arbitrator who will hear the dispute."

"The Complainant by submitting this Complaint agrees that the decision of the Arbitrator to be appointed in this matter may be made public and may be published on the website including without limitation other forms of publication of the .IN REGISTRY. "

"Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge and is complete and accurate, also that this Complaint is not being presented for any improper purpose, such as to harass the Respondent etc."

- x. Annex any documentary or other evidence; schedule indexing such evidence.

- c. A separate Complaint is required to be filed for dispute relating to each domain name.

5. Appointment of Arbitrator and Timeline of Award

- a. .IN Registry shall maintain and publish a publicly available list of arbitrators and their qualifications.
- b. The .IN Registry shall appoint, an Arbitrator from the .IN Registry's list and shall forward the Complaint along with supporting documents to such Arbitrator.
- c. The Arbitrator shall issue a notice to the Respondent within 3 working days from the receipt of the complaint
- d. The date of commencement of the arbitration proceeding shall be the date on which the Arbitrator issues notice to the Respondent.
- e. The Arbitrator shall pass an award within 60 days from the date of commencement of arbitration proceeding. In exceptional circumstances, the timeline may be extended by a maximum period of 30 days by the Arbitrator subject to a reasonable justification in writing.

- f. The Arbitrator shall communicate the pronouncement of award vide email to all parties including NIXI. However, original hard copy of such award along with the respective invoice shall be sent to NIXI.
- g. The Arbitrator must mark .IN Registry on email during entire course of proceedings including sharing of copies of all documents including but not limited to replies, rejoinders, applications, orders passed from time to time for purposes of record and transparency.

6. Neutrality of Arbitrator

- a. An Arbitrator shall act impartial and independent at all times and must have, before accepting appointment, disclosed to the .IN Registry any circumstance, which could give rise to justifiable doubt as to the Arbitrator's conflict of interest.
- b. If, at any stage during the arbitration proceeding, new circumstances arise which could give rise to justifiable doubt as to the impartiality or independence of the Arbitrator, then the Arbitrator shall promptly disclose such circumstances to the .IN Registry. In such event, the .IN Registry shall have the discretion to appoint a substitute Arbitrator from the .IN Registry's list of Arbitrators.
- b. In case an Arbitrator is unable to act, or refuses to act, or dies before passing an award, the .IN Registry shall, upon written request by either Party, appoint another Arbitrator from the .IN Registry's list of Arbitrators.
- c. A Party may challenge an arbitrator's impartiality or independence by filing a written request to the .IN Registry within seven (7) calendar days of the date of receipt of the notice of appointment of such Arbitrator, stating the circumstances likely to give rise to justifiable doubt to an Arbitrator's impartiality or independence. The .IN Registry, reserves the right to decide whether the removal of Arbitrator is necessary given the reasons so provided.

7. Communication Between Parties and the Arbitrator

No Party or any of its representatives may have any unilateral communication with an Arbitrator. All communications between a Party and an Arbitrator or between a Party and the .IN Registry shall be made in the manner prescribed in these Rules of Procedure.

8. General Powers of the Arbitrator

- a. An Arbitrator shall conduct the arbitration proceeding in such manner as it considers appropriate in accordance with the Arbitration and Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2015 read with the Arbitration & Conciliation Rules, Dispute Resolution Policy and its by-laws, and guidelines, as amended from time to time.
- b. The Arbitrator shall at all times treat the Parties with equality and provide each one of them with a fair opportunity to present their case.
- c. The Arbitrators shall ensure that the arbitration proceedings are conducted in an expeditious manner.

9. Language of the Arbitration Proceedings

- a. The language of the arbitration proceedings shall be English.
- b. Any documents submitted in a language other than English shall be accompanied by a true copy of its translation in English.

10. Retention of Records:

Empanelled arbitrators should retain all documents concerning to the cases allotted to them.

11. In-Person Hearings

There shall be no in-person hearings (*including hearings by teleconference, videoconference, and web conference*), unless the Arbitrator agrees on request of either or both parties, that such a hearing is necessary for deciding the

Complaint. In event, a personal hearing takes place; the same shall be subject to maximum of two hearings.

12. Default by Parties

In event any party breaches the provisions of INDRP rules and/or directions of the Arbitrator, the matter can be decided *ex-parte* by the Arbitrator and such arbitral award shall be binding in accordance to law.

13. Arbitral Award

- a. An Arbitrator shall decide a Complaint on the basis of the pleadings submitted and in accordance with the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2015 read with the Arbitration & Conciliation Rules, Dispute Resolution Policy, the Rules of Procedure and any by-laws, and guidelines and any law that the Arbitrator deems to be applicable, as amended from time to time.
- b. An Arbitrator shall give his/her award in writing mentioning name of parties; complete name of Arbitrator; impugned domain name; the date of passing of award and observations made while passing such award.

14. Communication of Award to Parties

The .IN Registry shall communicate arbitral award vide email and by uploading the same on website of .IN Registry along with the date of implementation of same to all parties. Such communication shall be made by .IN Registry within 5 working days from the date of receipt of hard copy of the award.

15. Termination of Proceeding

In event, after initiation or during the pendency of any proceeding, parties agree to settle their dispute on their own, they shall approach the Arbitrator informing the resolution so reached, where after the Arbitrator shall terminate the proceeding and record such terms of agreement arrived between the parties as part of award.

16. Fees

- a. The Complainant shall pay the prescribed fee along with the Complaint to the .IN Registry in accordance with the schedule of fees. All cheques/drafts for fee shall be drawn in favor of 'NATIONAL INTERNET EXCHANGE OF INDIA'. The wire transfer details for the payment of fee can be downloaded from [here](#)
- b. In case a personal hearing takes place, the fees towards same shall be shared by the parties equally or individually by the party making such request.
- c. No action shall be taken by the .IN Registry on a Complaint until it has received complete amount.
- d. The fees for adjudication of the dispute shall be payable as per the schedule given below.
- e. In case the complaint is withdrawn before initiation of arbitration proceedings under any circumstances, the Registry Administration Fee shall be forfeited by the .IN Registry. However, if such withdrawal request is received by the complainant during the proceedings or after notification of appointment of arbitrator, no refund of fees is applicable.
- f. No interest whatsoever shall be payable by the .IN Registry to any complainant in respect of money deposited with it in accordance with this policy.
- g. Venue of personal hearing will be the office of NIXI or as notified by NIXI.

SCHEDULE OF FEES

.IN Registry's Administration Fee	₹10,000/-
Arbitrator's Fee	₹20,000/-
Total Amount	₹30,000/- + GST (18%)
For personal hearing	₹2,000/- + GST (18%) per hearing Maximum TWO hearings

DISCLAIMER: *If you are unable to see the INR Symbol above, please update your browser with the latest fonts to display the symbol.*

17. Exclusion of Liability

Neither the .IN Registry nor the Arbitrator shall be liable to a Party for any act or omission in connection with any arbitration proceeding under these Rules of Procedure.

18. Governing Policy

The Dispute Resolution Policy and its Rules of Procedure in effect at the time of submission of a Complaint to the .IN Registry is applicable to such arbitration proceeding.