

.IN Domain Name Dispute Resolution Policy (INDRP)

This INDRP (the "Policy") has been adopted by NIXI, is incorporated by reference to the Registry Accreditation Agreement (RAA), and sets forth the terms and conditions which shall govern any or all disputes in connection with .IN or .Bharat (Available in all Indian Languages) domain name.

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.

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*).

Person/Party includes an individual, institution, organization, company, partnership or any other legal entity etc.

Registrar shall mean a domain name registrar who is duly accredited with the .IN Registry pursuant to a Registrar Accreditation Agreement and is listed on the website of the .IN Registry, www.registry.in.

"Registrant" is a holder of the .IN/.Bharat (Available in all Indian Languages) domain name.

2. Purpose

This .IN Domain Name Dispute Resolution Policy (the "**Policy**") sets out the legal framework for resolution of dispute(s) between a domain name Registrant and the Complainant, arising out of the registration and use of an .IN or .Bharat (Available in all Indian Languages) Domain Name.

3. Registrant's Representations

By applying to register a domain name, or by asking a Registrar to maintain or renew a domain name registration, the Registrant hereby represents and warrants that:

- (a) the credentials furnished by the Registrant for registration of Domain Name are complete and accurate;
- (b) to the knowledge of registrant, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;
- (c) the Registrant is not registering the domain name for an unlawful and malafide purpose; and
- (d) the Registrant will not knowingly use the domain name in violation or abuse of any applicable laws or regulations.

4. Class of Disputes

Any Person who considers that a registered domain name conflicts with his/her legitimate rights or interests may file a Complaint to the .IN Registry on the following premises:

- (a) the Registrant's domain name is identical and/or confusingly similar to a name, trademark or service mark in which the Complainant has rights; and

- (b) the Registrant has no rights or legitimate interests in respect of the domain name; and
- (c) the Registrant's domain name has been registered or is being used in bad faith.

5. Dispute Resolution Process

The .IN Registry shall appoint an Arbitrator from the list of empanelled arbitrators maintained by the Registry. The List of the Arbitrators shall be published on line by the .IN Registry on its website at www.registry.in. The Arbitrator shall conduct the Arbitration Proceedings in accordance with the Arbitration & Conciliation Act, 1996 amended as per the Arbitration & Conciliation (Amendment) Act, 2015 read with the Arbitration & Conciliation Rules as well as the INDRP Policy and Rules, as amended from time to time.

6. Registrant's Rights 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 Clause 4 (b) :

- (a) 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;
- (b) 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

- (c) 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.

7. Evidence of Registration and use of Domain Name in Bad Faith

For the purposes of Clause 4(c), 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:

- (a) 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
- (b) 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
- (c) 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.

8. Fees

Except as otherwise stated in this policy or the Rules hereunder, all fees charged by the .IN Registry in connection with any dispute pursuant to this Policy shall be paid by the Complainant.

9. Role of NIXI or .IN Registry in Arbitration Proceedings and Exclusion of Liability

NIXI or .IN Registry will not participate in the administration or conduct of any arbitral proceeding and will remain neutral to the arbitration proceedings. In addition, NIXI or .IN Registry will not be liable to either party for any act or omission in connection with any arbitration proceedings under these Policy/Rules or for the result of any decisions rendered in the Arbitration proceedings.

No party shall implead NIXI or .IN Registry or its Registrar as a party in any legal proceeding. In the event that NIXI or .IN Registry is impleaded in any such legal proceeding, NIXI or .IN Registry reserves the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend itself.

10. Remedies

The remedies available to a Complainant pursuant to any proceeding before an Arbitrator shall be limited to praying for the cancellation of the Registrant's domain name or the transfer of the Registrant's domain name registration to the Complainant. Costs as may be deemed fit may also be awarded by the Arbitrator. However, the implementation of such award of cost will not be supervised or controlled by .IN Registry.

11. Execution of Award

The Registrar shall duly execute the award as and when directed by NIXI/ .IN Registry in terms of governing provision. In events if the Registrar fails to implement the award or directions of NIXI / .IN Registry in absence of a justifiable ground(s), NIXI / .IN Registry shall execute the award by itself.

12. Notification and Publication

All decisions under this Policy will be published in full on the website of registry, except in cases when an Arbitrator(s) decides to edit portions of their decision.

13. Domain Transfer

The Registry shall not transfer a domain name registration to either party in existence of below mentioned event:

- (a) During a pending arbitration proceedings concerning the domain name unless a settlement is reached out between the parties; or
- (b) In case an Arbitration proceeding is concluded pursuant to this policy, for a period of Ninety (90) days from date of intimation of such award;
- (c) In event where an award of transfer of domain is challenged by either party

In case there is a breach or violation of these governing rules, the Registry reserves the right to cancel any transfer of a domain name.

14. Policy Modifications

The Government of India reserves the right to add, delete, amend or modify this Policy (*and the rules framed hereunder*) at any time. The revised policy shall be posted on the website of the registry at www.registry.in at least Fifteen (15) calendar days before it becomes effective. The complaints submitted prior to the date of implementation of the revised policy would be entertained and decided in accordance with the policy in force at the time of filing of such complaint. However, any or all complaints filed on or after the effective date of revised policy shall be governed/dealt in compliance to the revised policy. The Registrants shall be bound by the terms and conditions of

the policy, rules, guidelines, bylaws framed by the .IN Registry from time to time.

15. Policy for .IN or BHARAT (Available in all Indian Languages) IDN:

This policy (INDRP) shall be applicable to all/any disputes relating to .IN or .BHARAT (Available in all Indian Languages) IDN's in any of the other Indian Languages. Domains under .IN or BHARAT (Available in all Indian Languages) IDN's in any of the other Indian Languages must confirm the provisions under INDRP and the Rules of procedure laid out therein.

16. Jurisdiction: Any or all disputes shall be subject to the jurisdiction of Delhi courts only.