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BEFORE THE SOLE ARBITRATOR UNDER THE .IN DOMAIN NAME DISPUTE RESOLUTION POLICY

(Appointed by the National Internet Exchange of India)

ARBITRATION AWARD

Disputed Domain Name "ananttara.in"

IN THE MATTER OF

MHG IP HOLDING (SINGAPORE) PTE. LTD.,
2, Alexandra Road, 05-04/05, Delta House,
Singapore, 159919

...Complainant

-----versus-----

Ashish Mahajan/Kuotient Realty Private Limited
House No. 1242, Sector - 10A, Urban Estate,
Gurgaon, Haryana - 122001, India

.... Respondent

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1. **The Parties**

The **Complainant** in this arbitration proceeding is **MHG IP Holding (Singapore) PTE Ltd.**, a company incorporated under laws of Singapore and having its registered address at **2, Alexandra Road, 05-04/05, Delta House, Singapore, 159919**.

The **Respondent** in this arbitration proceeding is **Mr. Ashish Mahajan, Kuotient Realty Private Limited** of the address **House No. 1242, Sector - 10A, Urban Estate, Gurgaon, Haryana - 122001, India** as per the WHOIS records.

2. **The Domain Name, Registrar and Registrant**

The present arbitration proceeding pertains to a dispute concerning the registration of the domain name **“ananttara.in”** with the .IN Registry. The Registrar in the present matter is **GoDaddy**.

3. **Procedural History**

The arbitration proceeding is in accordance with the .IN Domain Name Dispute Resolution Policy (INDRP), adopted by the National Internet Exchange of India (NIXI). The procedural history of the matter is tabulated below:

Date	Event
September 18, 2025	NIXI sought the consent of Ms. Lucy Rana to act as the Sole Arbitrator in the matter
September 19, 2025	The Arbitrator informed of her availability and gave her consent vide email.
October 10, 2025	Arbitrator provided the Statement of Acceptance and Declaration of Impartiality and Independence in compliance with the INDRP Rules of Procedure.
October 30, 2025	NIXI handed over the Domain Complaint, Annexures and Power of Attorney thereto to the Arbitrator. NIXI further mentioned in their hand-over email that in case the Complainant has failed to submit a notarized Power of Attorney or annexures, they can submit the same directly to the Ld. Arbitrator marking all others in cc.
October 30, 2025	Arbitrator directed the Complainant to provide the requisite Board Resolution and a valid apostilled/notarized authorisation document within seven (07) days.
November 04, 2025	The following documents received from the Complainant Counsel: <ul style="list-style-type: none">- Special Power of Attorney executed by the Complainant in favour of the Complainant's Counsel.

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	<ul style="list-style-type: none"> - Board Resolution of the Complainant authorizing their signatory and the Complainant's Counsel.
November 04, 2025	Response received from Respondent stating that they are a digital firm and the domain is used by their client, not them. Accordingly, they shall inform their client about it and take the next steps.
November 06, 2025	<ul style="list-style-type: none"> - Complainant Counsel was directed to submit a response to the Respondent's email within seven (07) days. - Parties were granted leave to engage in settlement discussions for voluntary transfer of the disputed domain name, should they elect to pursue such a resolution, and report back to the Arbitrator within seven (07) days.
November 06, 2025	Response received from the Respondent, enquiring whom to transfer the domain.
November 13, 2025	Parties were directed to notify within three (03) days whether any settlement discussions have taken place and a voluntary transfer of the domain name is being arranged.
November 13, 2025	Response received from the Respondent stating they will transfer the domain and once again enquired to whose account the transfer has to be done.
November 20, 2025	Parties were directed to notify within three (03) days, the status of the mutually agreed domain transfer as communicated by the Parties in the earlier correspondence.
November 24, 2025	<ul style="list-style-type: none"> - Parties were directed to furnish a simple signed and notarized written settlement agreement capturing the terms of the domain name transfer (and provide valid identification proof of the signatories to the same), within seven (07) days; - As a clarification to the Complainant's email dated November 14, 2025, the parties were directed to proceed with drafting the said settlement agreement based on mutually agreed terms regarding the domain transfer. - The Arbitrator clarified that the disputed domain name cannot be transferred unless the Arbitrator passes an award, or if the Complainant withdraws the complaint and thereafter has the domain transferred to them. - The Arbitrator further clarified that NIXI and the Arbitrator should be copied in all communications taking place between the parties.
November 24, 2025	Response received from the Respondent stating parties have already resolved the query and have asked the Complainant to which account the domain is to be transferred.
November 25, 2025	<ul style="list-style-type: none"> - Parties were informed that the domain transfer can only be initiated under two circumstances, i.e., either this panel

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	<p>passes an award or the Complainant withdraws the complaint.</p> <ul style="list-style-type: none"> - Parties were directed to confirm if they have entered into a settlement agreement, if so then a copy of the same to be furnished no later than December 01, 2025. - The Arbitrator clarified that if the parties have not entered into any agreement or do not wish to do so at this time, then the Complainant has an option to withdraw the Complaint and intimate the same to the Arbitrator. - The Arbitrator shall pass an award on merits in case there is no amicable resolution.
December 02, 2025	<ul style="list-style-type: none"> - No further communication received from the parties. - Thus, in the absence of an amicable resolution and given that the stipulated timeline for formally indicating the intended further course of action expired, the Arbitrator concluded the proceedings.
December 02, 2025	Response received from Respondent stating that they have been open to transfer the domain, however the Complainant is not responding to provide information on their domain provider.
December 02, 2025	Email received from Complainant stating that the Respondent has agreed to transfer the domain name, however due to some technical issues requested for an extension of 3-4 working days to allow the parties to finalize the terms of the agreement.
December 02, 2025	Arbitrator clarified that ample time has already been provided to the parties for settlement however given that the request is coming from both the parties, the Parties were directed to furnish a duly notarized settlement agreement, executed by both parties, along with valid identification proof of the respective signatories, latest by <u>December 08, 2025</u> .
December 04, 2025	The draft settlement letter provided by the Complainant Counsel to the Respondent.
December 08, 2025	Response received from the Respondent claiming they are neither a real estate company nor have a property with that name.
December 09, 2025	<ul style="list-style-type: none"> - Email received from the Complainant Counsel informing that the Settlement Agreement has been substantially finalized between the parties however, due to the Respondents being situated at a different location, the execution of the Agreement has been delayed. - The Complainant Counsel further requested for a period of seven (07) days to complete the signing and notarization formalities.



December 10, 2025	<ul style="list-style-type: none"> - The Arbitrator granted a final extension time till December 17, 2025 to submit the duly notarized and fully executed settlement agreement. - The Arbitrator informed, that no further extensions shall be granted and any failure or delay in compliance by the above-mentioned time would lead to an award being pronounced based on merits.
December 18, 2025	<ul style="list-style-type: none"> - No response received from the parties. - Arbitrator concluded the proceedings and reserved the present award.

4. Factual Background – Complainant

Counsel for the Complainant, on behalf of the Complainant in the present matter, has submitted as follows:

- That the Complainant owns and operates resorts and spas which combine luxury with the culture and natural beauty in the most enchanting destinations in the world and is amongst the largest hospitality and leisure companies in the Asia Pacific region and also own and operate a highly successful spa business, consisting of over 70 branded spas in various parts of the world including Asia, Africa and the Middle East.
- That ANANTARA is derived from the Sanskrit word meaning ‘without end’, and the word ‘ANANTARA’ embraces the excitement of discovery and the vibrant energy of new horizons.
- That Complainant’s chain of ANANTARA hotels have been marvelled as one of the most astute luxury hotel developers in the world and they have received many top accolades and awards. In this regard, the Complainant has provided copies of few such awards as Annexure-B.
- That the Complainant owns the ANANTARA Trademarks in respect of its resorts and spas since the year 2000, in India and in over 65 jurisdictions of the world and, have continuously expanded its business under the said trademarks by opening ANANTARA resorts and spas in a number of countries around the world. In this regard, copies of a few registration certificates have been annexed as Annexure-H.
- That the Complainant has ensued consistent branding by continuously and extensively used the ANANTARA brand and trademarks across its resorts and standalone spas.
- That the Complainant has earned revenue in millions through their various ANANTARA resorts and spas since the year 2001 till 2024.

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- That the Complainant expends enormous amount of skill and resources in promoting, marketing and advertising its services under the ANANTARA Trademarks throughout the world including India and hence, have also been acknowledged and acclaimed in many of the international periodicals and journals to be the operator of the world's best resort hotels, spas and cruise ship services.
- That several of the Complainant's hotels, resorts and spas under the ANANTARA Trademarks have featured in both the regional and worldwide lists of best hotels published by leading travel magazines and publications around the world. In this regard, the Complainant has provided copies of a few news articles featuring information about them and the ANANTARA Trademarks along with details of the Indian customers as Annexure-D.
- That, the Complainant has extensive presence and outreach to global customer base, through its dedicated website, <https://www.anantara.com/en> which was created in the year 2000. The said website has been accessible from India since its inception and it has always been possible for residents in India to book their stay at the Complainant's ANANTARA resorts through this website.
- That the Complainant actively promotes and advertises its ANANTARA Trademarks and goods and services thereunder through numerous social media sites/platforms such as Facebook, YouTube, Instagram, Twitter etc. and have provided extracts from social media pages evidencing the same as Annexure-G.
- That the Complainant has obtained injunction orders and decree from Indian Courts against infringement and misuse of its trademark, ANANTARA along with various favourable orders in a number of UDRP/INDRP domain name complaints against third party infringers who were found making use of identical/similar domain names. In this regard, the copies of the favourable orders have been annexed as Annexure-I.

5. Disputed Domain Name - "ananttara.in"

- That, the disputed domain name has been promoting, marketing and offering its real estate services to potential customers and public at large.
- That, the Respondent is prominently using the Complainant's well-known brand and registered trademark on their website and have attached few snapshots of the website evidencing the same.
- That, owing to the Complainant's global popularity and impeccable reputation, the Respondent has adopted and is using the Complainant's well-known brand and trademark, ANANTARA since the Respondent has no reason to adopt the same for providing allied and overlapping services, establishing the malicious intentions and dishonest adoption of the Complainant's trademark.

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- That, the Respondent has wantonly adopted the impugned domain incorporating 'ANANT TARA' and the mala fide adoption of the impugned domain is a blatant violation of the Complainant's valuable rights in the well-known, registered and earlier mark ANANTARA, since any use of the trademark and trade name ANANTARA as a company name and/ or in any other manner whatsoever is likely to cause confusion and deception amongst the purchasing public and members of the trade. Therefore, the Complainant has been constrained to initiate the subject proceedings.

6. Contentions And Legal Grounds Submitted By The Complainant

In support of the requirements under the captioned provisions of the INDRP (combined with the relevant Rules of Procedure) the Complainant has submitted that:

A. The Domain Name is identical and/or confusingly similar to a name, trademark, or service mark in which the Complainant has rights

- The Complainant enjoys both statutory and common law rights qua the trademark ANANTARA in India and throughout the world and the Respondent's adoption of the Complainant's trademark as part of the impugned domain, company name and trading style, in respect of allied and overlapping services to denote an association/affiliation with the Complainant.
- The modus operandi of the Respondent to misrepresent the consumers is apparent from the fact that the Respondent has adopted and is using the impugned identity of 'Anant Tara' and is using the same, as part of the impugned domain to piggy ride the Complainant's immense goodwill and reputation.
- The Complainant had registered the domain name, www.anantara.com in the year 2000, and thus has much prior, continuous and extensive use of its well-known brand and trademark, even in terms of online presence.

B. The Respondent has no rights or legitimate interests in respect of the Domain Name

- There is no credible or legitimate reason for the Respondent to have chosen to adopt a domain name consisting of the identical 'ANANTARA' mark but with the sole intention to use the fame of the Complainant's ANANTARA Trademarks to generate web traffic and confuse the internet users.
- The Respondent has registered and using the impugned domain to attract internet users who will believe that the Respondent's services have been authorized and/or licensed by the Complainant, misrepresent the relevant users and pass off its services as that of

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the complainant and misappropriate the Complainant's reputation, goodwill and customer loyalty for its own wrongful profits.

C. **The Respondent has no bona fide offering of goods or services under the disputed domain name**

- The Respondent has deliberately registered the impugned domain and is flagrantly using the Complainant's trademark on its website, to create public confusion as to the source of the services.
- The Respondent has illegally adopted and is using the impugned domain to pass off their services under the garb of being the Complainant itself or an entity, affiliated, associated or endorsed by the Complainant. The Respondent is causing severe losses to the users/consumers, who may use the Respondent's services under a belief that the same are provided by the Complainant and thereby duping them off heavy monetary losses.
- The Respondent can have no plausible explanation as to how it came to adopt the impugned domain in the first place expect to have picked up the Complainant's identical trademark ANANTARA in its entirety with a minor addition and making the same part of the domain name to draw an apparent association with them and to depict to the public at large that they are the authorized service provider, partner/affiliate or related entity for the Complainant when that is not the case.
- It is incomprehensible that the Respondent would have been unaware of the Complainant's brand and trademark ANANTARA at the time when the disputed domain name was registered, given the prominence and well-known stature of the Complainant's services under its house mark. This behaviour of the Respondent constitutes bad faith use and may tarnish the Complainant's reputation by *inter alia*, attracting internet users to a webpage that appears to be endorsed by the Complainant when there is no endorsement.

7. **Reliefs claimed by the Complainant**

The Complainant has requested that the domain name "ananttara.in" be transferred to them or cancelled and the award cost of the proceedings to the Complainant.

8. **Respondent's Contentions**

The Respondent, vide its responses between November 04, 2025, and December 08, 2025 has inter alia, showcased their intention to transfer the domain to the Complainant. Pursuant to discussions between the Complainant Counsel and the Respondent, the parties had finalized a settlement agreement; however, the agreement was not executed.



9. Decision

In view of the submissions made by the Complainant, the Arbitrator finds that the Complainant has been able to successfully establish its rights over the ANANTARA trade marks, and also that the disputed domain Name is identical and/or confusingly similar to the said trade marks.

In view of the above and given the Respondent's acknowledgment of the Complainant's rights and submission that they do not wish to contest the domain name and want to transfer the domain name to the Complainant, the Arbitrator therefore, allows the prayer of the Complainant and directs the .IN Registry to transfer the domain <ananttara.in> to the Complainant.

The Award is accordingly passed and the parties are directed to bear their own costs.



Lucy Rana, Sole Arbitrator

Date: January 19, 2026.

Place: New Delhi, India.