

IN THE MATTER OF ARBITRATION BETWEEN:

**RELIANCE INDUSTRIES LIMITED
3RD FLOOR, MAKER CHAMBERS-IV,
222, NARIMAN POINT, MUMBAI-400021, INDIA
TELEPHONE: +91-22-35555000
EMAIL: IP.LEGAL@RIL.COM**

...COMPLAINANT

VERSUS

**PETJIO WORLD PRIVATE LIMITED
307 ARCH SQUARE, SALT LAKE SECTOR-V,
KOLKATA - 700091, INDIA**

ALSO THROUGH

**PRATIK SEN
(DIRECTOR OF PETJIO WORLD PRIVATE LIMITED)
65A/2, KENDUA MAIN ROAD,
KOLKATA – 700084
PHONE: +91-9830277111
EMAIL: SENPRATIK3475@GMAIL.COM**

...RESPONDENT

AWARD SIGNED AND PRONOUNCED ON 04.07.2026

DISPUTED DOMAIN NAME: WWW.PETJIO.IN



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**THE ARBITRAL TRIBUNAL COMPRISING OF SR. ADVOCATE,
SUPREME COURT OF INDIA, DR. PANKAJ GARG
SOLE ARBITRATOR**

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...RESPONDENT

A. CONSTITUTION OF THE ARBITRAL TRIBUNAL

The constitution of the present Arbitral Tribunal was initiated by the National Internet Exchange of India (hereinafter referred to as “NIXI”) on 30.04.2026 by way of a reference addressed to Dr. Pankaj Garg, for the adjudication of the disputes and differences between Reliance Industries Limited and Petjio World Private Limited with regard to the Domain Name ‘**www.petjio.in**’, in terms of .IN Domain Name Dispute Resolution Policy (hereinafter referred to as “INDRP Policy”) and INDRP Rules of Procedure (hereinafter referred to as “INDRP Rules”). In response to the E-mail dated 30.04.2026, the consent to arbitrate the



issue was given by Dr. Pankaj Garg to the NIXI on **04.05.2026** along with a statement of the impartiality. On **05.05.2026**, a notice was issued to the parties through email with the direction to the Complainant to supply within three days the hard copy of the Complaint to the Respondent and the Respondent was also directed to file the objections/reply on the Complaint latest by **12.05.2026**. Thus, this Arbitral Tribunal was constituted on **05.05.2026** when the notices were issued to the parties.

In terms of Rule 5(d) of INDRP Rules, the date of commencement of the arbitration proceedings is the date on which the Arbitrator issued notice to the Respondent. Therefore, the present arbitration proceedings commenced on **05.05.2026** when the notice was issued by the Tribunal. In terms of Rule 5(e) of the INDRP Rules, an Award is mandatorily to be passed within **60 days** from the date of commencement of the arbitration proceedings and in exceptional circumstances, this period of **60 days** may be further extended by a maximum period of **30 days** by the Arbitrator subject to a reasonable justification in writing.

The Award in the present arbitration proceedings in terms of Rule 5(e) of INDRP Rules has to be passed and pronounced necessarily up to **04.07.2026** and thereafter in terms of Rule 5(f) has to be communicated to the parties as well as to NIXI.

B. JURISDICTION OF THE ARBITRAL TRIBUNAL

This Tribunal has been constituted under the INDR Policy and INDRP Rules exercises the jurisdiction to adjudicate the domain dispute covered under Clause 4 of INDR Policy.

The Tribunal constituted under the INDR Policy and Rules exercises the general powers under Rule 13 of INDRP Rules. Under this Rule, the arbitration proceedings have to be conducted in accordance with the Arbitration and Conciliation Act, 1996 amended as per the Arbitration and



Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2019 read with the Arbitration and Conciliation Rules, Dispute Resolution Policy and its bylaws and guidelines, as amended from time to time. Therefore, the present arbitration proceedings are not only being governed by the INDR Policy and Rules but are also being governed by the provisions of the Arbitration and Conciliation Act, 1996.

C. DESCRIPTION OF THE PARTIES

The Complainant is an Indian multinational conglomerate, headquartered in Mumbai. Its businesses include energy, petrochemicals, natural gas, retail, telecommunications, mass media, and textiles. The Complainant is the largest public company in India by market capitalization and revenue. It is India's largest private tax payer and largest exporter, accounting for more than 7% of India's total merchandise exports. The Complainant along with its subsidiaries and affiliate companies constitute the Reliance Industries Limited Group (hereinafter the 'RIL Group' or the 'Complainant Group'), India's largest private sector conglomerate. The Complainant is involved in wide range businesses ranging from petrochemicals, textiles, retail to telecommunications.

The Respondent is the promoter and operator of "*Petjio*"- an all-in-one pet care ecosystem built for the Indian market, particularly serving Tier 2 cities of India where organized pet care services are conspicuously absent. The Respondent's services include pet boarding (kennel and home), grooming, veterinary care, online vet consultation, paravet services, training, dog walkers, day boarding, a pet marketplace, NGO fundraising, pet abuse reporting and digital pet health records- all unified under a hyperlocal, mobile-first platform.

D. FACTUAL BACKGROUND

The facts submitted by the Complainant in its Complaint are being reproduced as


under:-



A. The domain name is identical to trademarks in which the Complainant has rights;

(Rules, Paragraph 4(b)(vi))

The Complainant is a Company having its registered office as mentioned in the case title hereto. The Complainant is the owner of the globally well-known and

famous trademark 'JIO' /  /along with other 'JIO' formatives that are registered across several classes and in many jurisdictions. The Complainant, through its licensee(s) and/or affiliate(s) operates India's leading telecom services business under the trademark 'JIO'. The Complainant has created a massive digital ecosystem for one billion Indians with domain expertise across several business verticals. The Complainant not only provides world-class fixed-mobile converged connectivity, but also digital solutions across the entire customer life cycle. The JIO business of the Complainant is operated through Reliance Jio Infocomm Ltd. and Jio Platforms Ltd. which are subsidiaries of the Complainant, Reliance Industries Limited.

Brief Background of the Complainant

- i. The Complainant is an Indian multinational conglomerate, headquartered in Mumbai. Its businesses include energy, petrochemicals, natural gas, retail, telecommunications, mass media, and textiles. The Complainant is the largest public company in India by market capitalization and revenue. It is India's*



*largest private tax payer and largest exporter, accounting for more than 7% of India's total merchandise exports. The Complainant along with its subsidiaries and affiliate companies constitute the Reliance Industries Limited Group (hereinafter the 'RIL Group' or the 'Complainant Group'), India's largest private sector conglomerate. The Complainant are involved in wide range businesses ranging from petrochemicals, textiles, retail to telecommunications. The RIL Group's consolidated revenue for financial year 2023-24 is US\$119.9 billion (approximately). Annual report containing financial statements is annexed herewith as **Annexure E**.*

ii. The Complainant is currently ranked 86th on the Fortune Global 500 list, 49th on the Forbes Global 2000 list for 2024, and named 'Most Respected Company' in India by BW Businessworld.

iii. In the past five decades, the Complainant has expanded their business globally and has become one of the fastest growing companies in India. The Complainant commands tremendous goodwill and reputation in domestic as well as international markets and their products and services are known for their unparalleled quality and innovation.

iv. The Complainant has evolved from being a textiles and polyester company to an integrated player across energy, materials, retail, telecommunication, entertainment and digital services. The Complainant's products and services



portfolio touches almost all Indians on a daily basis, across economic and social spectrums. The Complainant is now focused on building platforms that will herald the Fourth Industrial Revolution and will create opportunities and avenues for India and all its citizens.

About various businesses operating under the JIO mark

- v. *The Complainant, under its JIO brand, has made investments in excess of US\$50 billion since its inception to create the largest and most advanced digital and connectivity ecosystem in India, with a rich bouquet of successful apps and platforms. The Complainant's JIO services span across connectivity and cloud, media, digital commerce, financial services, gaming, education, healthcare, agriculture, Government to Citizen (G2C), smart cities and manufacturing.*
- vi. *The Complainant, under its JIO brand, has created strong internal capabilities across different key digital technologies such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Big Data, Augmented Reality/Virtual Reality (AR/VR), Internet of Things (IoT), Blockchain, Artificial Intelligence (AI), Machine Learning (ML), edge computing, speech/natural language, supercomputing, computer vision, robotics and drones. These capabilities will power the creation of reimagined solutions for various ecosystems across the world.*



- vii. *The Complainant, under its JIO brand, envisages a significant opportunity in building a digital society for the citizens of the country, which besides catalyzing productivity and overall economic growth would also generate shareholder returns over the next several decades.*
- viii. *The Complainant, for the first time, adopted the mark JIO for their telecom business in December 2011. The JIO brand was announced to the public in June 2013 when the name of the Complainant's group entity which is engaged in providing telecom services was changed to Reliance Jio Infocomm Limited (RJIL). On September 5, 2016, RJIL launched its flagship telecom services under the brand JIO across the country. Due to the high quality of services which were provided at competitive pricing, the mark JIO became well known within a short span of time from its launch. RJIL had over 100 million subscribers within 120 days of launch. As of March 2025, it has crossed the mark of 500 million customers. RJIL is the largest telecom company in India based on the number of customers.*
- ix. *Recently, the Complainant under its JIO brand launched its True 5G services in India with coverage expanded to more than 2,300 cities and towns. The Complainant's telecom service under the brand JIO carries more than 55% data traffic in India. The strong growth in the digital services business is reflected in its financial performance. The Complainant's digital services EBITDA for FY 2023-24 (towards services*



rendered under the JIO brand) stood at INR 56,697 crores, marking an increase of 12.7% from the previous year.

- x. *The Complainant has built a mobility network with over 99% population coverage and reached 25 million homes with its JIO fiber offering. The Complainant's offerings under the JIO brand have the widest and deepest market presence through its 9,000 digital stores, more than 1 million merchant partners and more than 3 million 'Jio Associates' to enhance customer outreach. The Complainant's JIO connectivity platform enables digital platforms across ecosystems, including Media & Entertainment, Commerce, Financial Services, Education, Gaming, e-Governance, Healthcare and Agriculture.*
- xi. *The Complainant, under its JIO brand, has established itself as a strong market leader in India's digital services ecosystem which includes its 'Jio Fiber' service, as mentioned above. The Complainant's JIO digital ecosystem carries more than 10 Exabytes of monthly data traffic. The Complainant has also expanded the use of its JIO brand to different market horizons such as 'Jio Studios' in the media and content industry and 'Jio Cinema'. 'Jio Cinema' recently became India's No. 1 OTT platform and has emerged as a game changer in the media and entertainment sector by acquiring rights of marquee sports tournaments like FIFA World Cup, etc.*
- in India and various other entertainment content across genres and*



languages. The Complainant's 'Jio Studios' has demonstrated scale, commercial success as well as garnered critical acclaim with several films and web series sweeping over 100 awards in India and internationally. The Complainant's JioSaavn app is an Indian Music streaming service and a digital distributor of Hindi, Marathi, English, Malayalam, Bengali, Kannada, Tamil, Telugu, Bhojpuri and other regional Music of India around the world. It has acquired rights to over 80 million music tracks in 16 languages.

- xii. Further, through its other ventures like Jio-bp, the Complainant has partnered with several players from the automobile sector, real estate and mall developers, e-commerce players, fleet operators, corporates and other large establishments to create a robust public EV charging infrastructure and battery swapping network. Jio-bp has registered a growth of 35% in direct sales volume, staying ahead of the competition and reinforcing customer trust. Further, JioGenNext's Market Access Programme (MAP) engages startups to explore opportunities within the Reliance ecosystem and receive hands-on guidance for scaling up. JioGenNext aims to enhance its support to startups and foster mutually beneficial partnerships within the startup ecosystem.



- xiii. *The Complainant also operates various flagship businesses in the retail sector under the mark JIO with ventures like AJIO, JioMart, Reliance Trends, Reliance Digital, My Jio and other digital stores, etc. JioMart is a cross-category digital commerce platform for Grocery, Electronics, Fashion, Home & Kitchen, Jewellery, Beauty and more. JioMart offers for sale products under the JIO brand, as well as many key national and international brands through exclusive license arrangements.*
- xiv. *AJIO is the leading digital commerce fashion destination in the country that offers curated collections across thousands of national and international brands as well as a wide collection of own brands across product categories. AJIO Business has partnered with merchants across the country and provides them with access to wide bouquet of high-quality fashion merchandise. The Complainant also regularly organizes many large-scale events that have seen the presence of prominent celebrities, business leaders, statesmen and others, under the JIO brand such as the 'Jio World Drive' launch event held at Mumbai, JioMart's Crafts Mela, etc.*
- xv. *The Complainant has also recently launched and/or is about to launch several other products and services under the JIO brand, such as the JioBharat mobile device, JioDive VR headset, JioBook Laptop, and Jio*



About the Complainant's JioGauSamriddhi services

xvi. *JioGauSamriddhi is a technology-enabled cattle management and dairy-support solution offered under the Complainant's JIO ecosystem, aimed at modernizing dairy and livestock management in India through the use of IoT, data analytics and digital platforms. The services comprise deployment of smart sensor-based devices (including wearable neck tags and gateways), integrated with mobile and web-based applications, to enable continuous monitoring of cattle health, behaviour, activity, rumination and reproductive cycles. By collecting and processing real-time data, the platform facilitates early identification of health anomalies, detection of heat cycles, optimization of breeding schedules, and monitoring of milk productivity, thereby assisting farmers and dairy enterprises in improving operational efficiency, animal welfare and overall farm productivity in compliance with applicable agricultural, animal welfare and allied regulatory frameworks in India.*

xvii. *Further, JioGauSamriddhi provides a unified digital interface for herd-level data management, alerts, analytics and decision-support tools, enabling evidence-based farm management and reducing reliance on manual observation. The solution is designed to support scalable dairy operations, including individual farmers, cooperatives and commercial dairy enterprises, by promoting proactive animal care, reduction of economic losses due to*



delayed treatment or inefficient breeding, and enhancement of productivity through data-driven insights. In substance, the platform constitutes a value-added digital agricultural service, leveraging telecommunications and information technology infrastructure lawfully operated by the Complainant and its group entities, with the objective of advancing sustainable dairy farming, improving farmer livelihoods, and fostering technological integration in India's agri-dairy sector in accordance with prevailing Indian laws and policies.

xviii. In support of its proprietary rights, the Complainant has secured multiple trademark registrations over the term JIOGAUSAMRIDDHI. These include, inter alia, Indian Trademark Application Nos. 6051232 (JIOGAUSAMRIDDHI) and 6051260 (JIOGAUSAMRIDDHI), all filed in August 2023 (much prior to the date of registration of the impugned domain) in Classes 09 and 42 and are currently registered.

xix. The Complainant's JioGauSamriddhi services are accessible to the world at large through its website "www.jiogausamriddhi.com" (Screenshots annexed herewith as Annexure F).

Past actions undertaken by the Complainant against third party infringers using Jio / Jio formative names

xx. The Complainant has been vigilant in protecting its rights subsisting in its JIO/



past, initiated and successfully pursued multiple proceedings before various forums, including domain name complaints before the National Internet Exchange of India (NIXI) and the WIPO Arbitration and Mediation Center, as well as company name related complaints before the Office of the Regional Director, Ministry of Corporate Affairs, Government of India. The details of the such decisions ordered in favour of the Complainant are tabulated herein below:

<u>AWARDS PASSED BY NIXI / WIPO ARBITRATION AND MEDIATION CENTER</u>		
S. No.	Domain in dispute	Date of decision
1.	www.reliancejiainfocomm.com	15th July 2014
2.	www.jio.chat	02nd December 2015
3.	www.jio.buzz	02nd December 2015
5.	www.jio.money	02nd December 2015
6.	www.jiodhandhanadhan.in	05th September 2017
7.	www.jiodhandhanadhan.com	15th September 2017
8.	www.jiomartfranchise.in	07th October 2020
9.	www.jiobp.com	09th November 2020



10.	www.jioaicloud.com	17th December 2024
11.	www.jiocoin.com	01st October 2025
12.	www.jioeatnow.com	05th September 2025
13.	www.jiocoin.in	08th December 2025
14.	www.jio.sh	26th January 2026

<u>DECISIONS PASSED BY THE REGIONAL DIRECTOR, MINISTRY OF CORPORATE AFFAIRS, GOVT. OF INDIA</u>		
S. No.	Impugned company name	Date of decision
1.	<i>Jioevents Private Limited</i>	25th January 2018
2.	<i>Jio Impex Private Limited</i>	25th January 2018
3.	<i>Jio Soft Private Limited</i>	24th April 2018
4.	<i>Jiokind Healthcare Private Limited</i>	26th June 2019
5.	<i>Jio Rich Private Limited</i>	26th June 2019
6.	<i>Doctor Jio Healthcare Private Limited</i>	27th June 2019
7.	<i>Jiogas Private Limited</i>	02nd August 2019



8.	<i>Jiolat Automotive India Private Limited</i>	<i>02nd August 2019</i>
9.	<i>Medjio Pharmaceuticals Private Limited</i>	<i>27th August 2019</i>
10.	<i>Jio Beverages Private Limited</i>	<i>04th September 2019</i>
11.	<i>JioJal Aqua Technology Private Limited</i>	<i>04th September 2019</i>
12.	<i>Jio Natural Products India Private Limited</i>	<i>03rd June 2020</i>

Submissions

xxi. As is evident from the aforementioned, the Complainant through its various businesses under the mark JIO has established itself as a company of tremendous repute and value across the world, including in India.

xxii. The Complainant owns over 1400 JIO / JIO-formative trademarks, which are registered or in the process of being registered. The earliest registration of the Complainant's JIO mark date back to December 2011, in classes 9 and 38 under numbers 2247460 and 2247360 respectively. Registration of these marks is valid and subsisting. The Complainant has been using the 'JIO' trademark continuously, consistently and extensively in respect of the abovementioned products and services that they provide to their customers globally, as a consequence of which the Complainant's 'JIO' trademark enjoys statutory protection and recognition across various jurisdictions. An illustrative list of



various pending and/or registered trademarks owned by the Complainant is annexed hereto as **Annexure G**.



xxiii. The Complainant also enjoys vast goodwill and reputation under 'JIO' / along with other 'JIO' formative marks which have been registered under various classes. An illustrative list of JIO / JIO formative registrations owned by the Complainant in classes 09, 31, 35, 38, 41, 42, 44 and 45 in India is provided below:

Sr. No.	Application Number	Trademark Name	Classes	Date Of Application	Status
1	2247460	Jio	9	09-12-2011	Registered
2	2391608	Jio	9	07-09-2012	Registered
3	2423580	JioHealth	9	06-11-2012	Registered
4	2423586	JioGames	9	06-11-2012	Registered
5	2423587	JioFinance	9	06-11-2012	Registered
6	2423591	JioePay	9	06-11-2012	Registered
7	2423597	JioDigital	9	06-11-2012	Registered
8	2423613	JioCloud	9	06-11-2012	Registered
9	2430621	JioPlans	9	21-11-2012	Registered
10	2430623	JioPay	9	21-11-2012	Registered



11	2466084	jio	9	24-01-2013	Registered
12	2760417	Jio Health	9	23-06-2014	Registered
13	3267198	JioJoin	9	24-05-2016	Registered
14	4306031	JIO (DEVANAGARI)	9	27-09-2019	Registered
15	4306033	JIO	9	27-09-2019	Registered
16	4306034	JIO (BENGALI)	9	27-09-2019	Registered
17	6051232	JIOGAUSAMRIDDHI	9	01-Aug-23	Registered
18	2466106	jio	31	24-Jan-13	Registered
19	2391635	Jio	35	07-Sep-12	Registered
20	2430734	JioMedia	35	21-Nov-12	Registered
21	2466109	jio	35	24-Jan-13	Registered
22	3020814	JIO CENTRE	35	31-Jul-15	Registered
23	3267221	JioCenter	35	24-May-16	Registered
24	3267222	JioCare	35	24-May-16	Registered
25	3461646	Jio	35	20-Jan-17	Registered
26	3461647	Jio	35	20-Jan-17	Registered
27	3461648	Jio	35	20-Jan-17	Registered
28	3633102	JIO FIBER	35	12-Sep-17	Registered
29	3633108	JioFiber	35	12-Sep-17	Registered
30	3700351	JIO GROCERY	35	12-Dec-17	Registered



31	3717178	Jio JioGarden	35	02-Jan-18	Registered
32	3867714	JIO ONE	35	22-Jun-18	Registered
33	4337086	Jio Engage	35	04-Nov-19	Registered
34	4337087	JioEngage	35	04-Nov-19	Registered
35	4560540	JIO	35	07-Jul-20	Registered
36	4580004	JIO	35	22-Jul-20	Registered
37	4951545	JioMart	35	15-Apr-21	Registered
38	4951547	Jio	35	15-Apr-21	Registered
39	5282388	MYJIO	35	12-Jan-22	Registered
40	6051229	JIOSTORE	35	01-Aug-23	Registered
41	6443067	JIO WORLD CENTRE	35	21-May-24	Registered
42	6869689	JioMart QUICK	35	20-Feb-25	Registered
43	2423700	JioePay	38	06-11-2012	Registered
44	2430822	JioLiving	38	21-11-2012	Registered
45	2423686	JioGurukool	38	06-11-2012	Registered
46	2466112	jio	38	24-01-2013	Registered
47	2247360	Jio	38	09-12-2011	Registered
48	2423690	JioGames	38	06-11-2012	Registered
49	2430817	JioMobile	38	21-11-2012	Registered



50	2391638	Jio	38	07-09-2012	Registered
51	2423695	Jiofootprint	38	06-11-2012	Registered
52	2430816	JioMoney	38	21-11-2012	Registered
53	2391641	Jio	41	41159	Registered
54	2423795	Jio Academy	41	06-Nov-12	Registered
55	2430836	JioWebstore	41	21-Nov-12	Registered
56	2430841	JioTV	41	21-Nov-12	Registered
57	2430849	JioRadio	41	21-Nov-12	Registered
58	2430852	JioPay	41	21-Nov-12	Registered
59	2466115	jio	41	24-Jan-13	Registered
60	3123799	JIO UNIVERSITY	41	14-Dec-15	Registered
61	3267229	JioGarden	41	24-May-16	Registered
62	3267230	JioPlay	41	24-May-16	Registered
63	4229553	Jio Studios	41	08-Jul-19	Registered
64	4571398	JioMeet	41	14-Jul-20	Registered
65	4571402	Jio	41	14-Jul-20	Registered
66	4571406	JioMeet with device	41	14-Jul-20	Registered
67	4652711	JIOENGAGE	41	10-Sep-20	Registered
68	5084579	Jio Institute	41	11-Aug-21	Registered
69	5310388	Jio Institute	41	31-Jan-22	Registered



70	5705592	JIOGAMES	41	01-Dec-22	Registered
71	5705601	JIOMEET	41	01-Dec-22	Registered
72	5705614	JIONEWS	41	30-Nov-22	Registered
73	5705650	JIO TV	41	29-Nov-22	Registered
74	5710234	JIOMEET	41	02-Dec-22	Registered
75	5710240	JIOCHAT	41	02-Dec-22	Registered
76	5710245	JIOCHAT	41	02-Dec-22	Registered
77	6443069	JIO WORLD CENTRE	41	21-May-24	Registered
78	2466116	jio	42	24-01-2013	Registered
79	2430882	Jio Sports	42	21-11-2012	Registered
80	2430899	JioMoney	42	21-11-2012	Registered
81	2391642	Jio	42	07-09-2012	Registered
82	2423823	JioCloud	42	06-11-2012	Registered
83	4009560	Jio Store	42	27-11-2018	Registered
84	2423811	JioDigital	42	06-11-2012	Registered
85	2423798	JioGroup	42	06-11-2012	Registered
86	3084463	Jio	42	26-10-2015	Registered
87	3084460	Jio	42	26-10-2015	Registered
88	2430889	JioPay	42	21-11-2012	Registered



89	6051260	JIOGAUSAMRIDDHI	42	02-Aug-23	Registered
90	2423841	JioIndia	44	06-Nov-12	Registered
91	2423842	JioHolding	44	06-Nov-12	Registered
92	2423843	JioHealth	44	06-Nov-12	Registered
93	2423844	JioGroup	44	06-Nov-12	Registered
94	2423845	JioGlobal	44	06-Nov-12	Registered
95	2423846	JioEnterprise	44	06-Nov-12	Registered
96	2430911	JioLifetouch	44	21-Nov-12	Registered
97	3267225	JioGarden	44	24-May-16	Registered
98	3267226	JioHealthHub	44	24-May-16	Registered
99	3717181	Jio JioGarden	44	02-Jan-18	Registered
100	2391645	Jio	45	07-Sep-12	Registered
101	2423853	JioEnterprise	45	06-Nov-12	Registered
102	3070618	JIO CHAT	45	06-Oct-15	Registered
103	3267227	JioExtend	45	24-May-16	Registered
104	3267228	JioTV	45	24-May-16	Registered
105	4571399	JioMeet	45	14-Jul-20	Registered
106	4571403	Jio	45	14-Jul-20	Registered
107	4571407	JioMeet with device	45	14-Jul-20	Registered
108	5084580	Jio Institute	45	11-Aug-21	Registered



109	5310389	Jio Institute	45	31-Jan-22	Registered
110	5705602	JIOMEET	45	01-Dec-22	Registered

Copies of the readily available registration certificates pertaining to some of the abovementioned most relevant trademarks have been annexed hereto as Annexure H (collectively).

xxiv. The Complainant has been extensively promoting its services under its said reputed and renowned trademark 'JIO' by way of advertisements / promotions, events, partnerships and CSR activities across various media, as a consequence of which the stellar goodwill and reputation of the Complainant's trademark 'JIO' is widely recognized throughout the world. Apart from the aforementioned, the Complainant's website www.ril.com and www.jio.com lists the Complainant's profile and the full range of brands and services offered by the Complainant. The Complainant relies upon the same for the purposes of the present Complaint, the contents of which are not being reproduced herein for the sake of brevity.

xxv. Due to such extensive and consistent international use, the trademark 'JIO' of the Complainant has acquired a unique reputation and goodwill in the eyes of the general public and trade, and services/products bearing the trademark 'JIO'

are exclusively associated with the Complainant alone. The 'JIO' trademark of



the Complainant has assumed the distinction of being a well-known and famous trademark and is considered synonymous with the highest quality of services that are offered by the Complainant. The presence of any other entity / individual that uses or incorporates 'JIO' as part of its trademark, trade name and / or domain name would inevitably result in the public and trade getting deceived and misled into assuming that all such services/products are emanating from the Complainant itself. In fact, the Hon'ble Bombay High Court has judicially recognized the Complainant's trademark JIO as a well-known mark (Order dated August 23, 2021 in Reliance Industries Limited & Anr. vs Ashok Kumar, Commercial IP Suit (L) NO. 14473 of 2021; Annexure I).

xxvi. The present complaint is being filed against the registration and usage of the impugned domain name 'www.petjio.in' by the Respondent. The Respondent has illegally, dishonestly and with mala fide motives procured the registration of the impugned domain name without the leave, license or consent of the Complainant, which is a direct infringement of the Complainant's intellectual property and common law rights.

xxvii. The Complainant became aware of the Respondent and its registration of the impugned domain 'www.petjio.in' recently, in the first week of January, 2026. The Respondent, being completely aware of the Complainant's famous and well-known brand 'JIO' procured the impugned domain name 'www.petjio.in' in bad faith with the malicious and unlawful intent to cheat and defraud the public at



large. The Respondent has registered the impugned domain with the ulterior motive of cybersquatting- to wrongfully prevent the Complainant from registering or using the domain name 'www.petjio.in' in connection with its legitimate business operations

xxviii. A mere glance at the website accessible through the said domain makes it clear

that the Respondent uses the trademark '**Petjio!**' prominently on the main page of the website. It also becomes abundantly clear that the Respondent has deliberately and with mala fide motive adopted / used the

impugned name / mark '**Petjio!**' in a manner / font / colour that

the word / mark "JIO / **jio**" is highlighted as the dominant part of the same.

Given the foregoing, the Respondent being completely aware of the Complainant's famous and well-known brand 'JIO' has procured the impugned domain name 'www.petjio.in' in bad faith with the sole objective of squatting and preventing the Complainant from obtaining and / or using the said domain names for its products / services. Extracts of the impugned domain name are annexed herein as **Annexure J**.

xxix. It is submitted that the word 'JIO' is an arbitrary word that was first adopted by the Complainant in 2011 for its products and services. The mark 'JIO' is



inherently distinctive and exclusively associated with the Complainant. The Respondent can, by no stretch of imagination, bona fide explain the purchase and/or use of the 'www.petjio.in' domain, especially since it is using the Complainant's registered trademarks. Ergo, it is clear that the Respondent illegally and maliciously exploited the circumstances at the time when the impugned domain 'www.petjio.in' was available for purchase and purchased it for the sole purpose of cheating and misleading the public, committing theft of money, phishing, and wrongfully misappropriating sensitive financial and personal data of the consumers, besides squatting / preventing the Complainant from legitimately obtaining and using the said domain for its business.

xxx. *That around last week of March 2025, the Complainant became aware of two trademark applications filed for registration of the trademark "PETJIO" by one Mr. Pratik Sen details of which are mentioned here in below:*

<i>Sr. No.</i>	<i>App. No.</i>	<i>Trade Mark</i>	<i>Class</i>	<i>App. Date</i>	<i>Status</i>
1	6838627	<i>Petjio LET'S PET</i>	35	03-Feb-25	<i>Formalities Chk Pass</i>
2	6886129	<i>Petjio LET'S PET</i>	31	03-Mar-25	<i>Formalities Chk Pass</i>



Petjio!

Both these applications consist of a logo which also appears on the website of the domain name www.petjio.in, however both applications were filed as "proposed to be used".

The Complainant issued a cease-and-desist notice to said Mr. Pratik Sen on March 25, 2025. Mr. Pratik Sen denied any similarity between the marks; however, he did not provide or claim any use of the mark. Thus, the Complaints were waiting for the advertisement of the said mark to initiate the opposition. However, in first week of January 2026, the complainant became aware of incorporation of a company under the corporate name "PetJio World Private Limited" wherein said Mr. Pratik Sen was a promotor and director. The records of the Company incorporation consisted of email address corporate@petjio.in which led to discovery of existence of the website 'www.petjio.in', further the said website also carries the same logo as applied by said Mr. Pratik Sen.

Thus, the malafide intent on the part of the Respondent is clearly visible that in spite of being aware of the objections of the Complaint, the Respondent adopted the said domain name consisting trademark "JIO". The Complainant is in process of initiating necessary action against the said entity PETJIO WORLD PRIVATE LIMITED for infringing the trademark JIO. The copies of the cease and desist notice dated March 25, 2025 and reply dated March 27, 2025 are

annexed herein as **Annexure K** and **Annexure L** respectively.



xxxi. Additionally, it is settled law that trademarks and domain names are not mutually exclusive and there is an overlap between trademarks and services rendered under domain names (*Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.*, 2004(3) AWC 2366 SC; Annexure M). Thus, the Respondent has wrongfully obtained the impugned domain name 'www.petjio.in', which entirely incorporates the Complainant's JIO mark, thereby infringing statutory and common law rights of the Complainant. It is also trite law that the mere addition of the ".in" domain name is insufficient to render the domain name dissimilar to the Complainant's well known and famous 'JIO' trademark, as well as the Complainant's 'jio.com' and other 'JIO' related domain names (*Morgan Stanley vs. Bharat Jain*, NIXI Sole Arbitrator, 28th October 2010; Annexure N).

xxxii. Further, it is widely known that internet users are familiar with the practice of companies using domain names that incorporate their company name, trademark, and/or product or service name. In case of uncertainty, the general public attempts to use such identifying features followed by ".in", or other generic TLDs. In this context, clients and consumers who intend to reach the Complainant's websites may end up getting confused and/or deceived and get redirected to the impugned domain 'www.petjio.in'. Such confusion and/or deception on the part of the public will amount to irreparable loss and damage to the Complainant's stellar reputation and goodwill. While drawing traffic meant for the Complainant's websites to the Respondent's impugned domain



name, the Respondent will also stand to gain illegal and unlawful revenue by way of selling the impugned domain name at a higher price.

The Respondent has no rights or legitimate interests in respect of the domain name(s):

(Rules, Paragraph 4(b)(vi))

xxxiii. *The Respondent has no legitimate rights or interests in the impugned domain name 'www.petjio.in'. In fact, the Respondent has also illegally reproduced the Complainant's registered trademark 'JIO' in the impugned domain name. The unlawful acquisition of the impugned domain name 'www.petjio.in' without due reason and with the sole objective of obtaining illegal revenue on account of misdirected traffic intending to reach the Complainant's website, further establishes that the Respondent has registered the same in bad faith. The Respondent has adopted the impugned domain name with the clear intent to misappropriate the Complainant's brand equity and unlawfully impersonate the Complainant's business, to commit cheating, theft and misappropriation of data, among other offences. Further, the Respondent has registered the impugned domain name in bad faith to squat on a domain that rightfully belongs to the Complainant, thereby precluding the Complainant from using the said domain in connection with their legitimate business operations.*



xxxiv. *The registration and usage of the impugned domain 'www.petjio.in' by the Respondent is an attempt to ride on the back of the massive reputation and goodwill that is enjoyed by the Complainant and to pass off the impugned domain name as that belonging to the Complainant. In fact, it is an established principle that a domain name adopted by the Complainant is entitled to equal protection against passing off, as in the case of a trademark. In support of this submission, reliance is placed upon the judgments in Yahoo! Inc. vs Akash Arora & Anr. (78 (1999) DLT 285) and Rediff Communication Ltd Vs. Cyberbooth and Anr AIR 2000 AIR Bom. 27 – Annexure O (collectively).*

xxxv. *The Respondent is not affiliated and/or connected in any manner whatsoever with the Complainant or its group entities. It is also pertinent to note that the Respondent has never had any prior dealings with the Complainant or its affiliates and/or subsidiaries in connection with the JIO business of the Complainant. On the basis of these facts, there cannot be any legitimate interest or justification made out by the Respondent in respect of claiming any right in the impugned domain name or otherwise. The Respondent has no authorization, leave, license and/or consent from the Complainant to use the impugned domain name in any manner.*

xxxvi. *It is therefore amply clear that the Respondent has absolutely no rights whatsoever in the impugned domain name 'www.petjio.in'. The registration and use of the impugned domain are therefore plainly in bad faith, with the*



objective of cheating and misleading the public, committing theft of money, phishing, and wrongfully misappropriating sensitive financial and personal data of consumers, besides squatting and preventing the Complainant from legitimately obtaining and using the said domain for its business.

The domain name was registered and is being used in bad faith.

xxxvii. *Based on the Whois report and commercial investigation conducted by the Complainant as well as the aforementioned facts and circumstances, it is submitted that the Respondent has acquired and registered the impugned domain name 'www.petjio.in' primarily for the unlawful purpose of diluting the reputation and goodwill of the Complainant's 'JIO' marks, to mislead and deceive its customers and to squat and prevent the Complainant from bona fide use of the said domain. The Respondent might try to sell, rent, or otherwise transfer the impugned domain name registration to the Complainant, which is the owner of the aforesaid trademarks along with 'JIO' based domain names, or to a competitor of the Complainant, for valuable consideration in excess of the documented out-of-pocket costs incurred by the Respondent in relation to the domain name. In support of the said contentions, the Complainant places reliance upon the submissions made in the preceding paragraphs, which are not being reproduced for the sake of brevity.*



xxxviii. Further, from the aforementioned facts and averments it is clear beyond doubt that the impugned domain name 'www.petjio.in' has been acquired by the Respondent with the sole objective of misappropriating and encashing the vast goodwill and reputation subsisting in favour of the Complainant, playing a fraud on innocent individuals and to prevent the Complainant as the owner of the well-known 'JIO' trademarks to exercise its legal rights and conduct business using a corresponding domain name that reflects the trademark owned by it.

xxxix. The mischievous and mala fide conduct of the Respondent is evident from the fact that the Respondent deliberately chose to acquire the impugned domain name 'www.petjio.in' in the year 2025, whilst having no association with either the Complainant or any of its group companies, or with the word 'JIO'. The Respondent, by intentionally creating a likelihood of confusion and deception as to the source, affiliation, patronage and/or endorsement of its website, has attempted to attract unsuspecting visitors to its website accessible through the impugned domain 'www.petjio.in', resulting in unjust enrichment of the Respondent on the back of the Complainant's hard-earned goodwill and reputation.



VII. Remedies Requested

(Rules Paragraph 4(b)(vii); Policy Paragraph 10)

9. In accordance with Paragraph 10 of the Policy, for the reasons mentioned hereinabove, the Complainant humbly requests the Ld. Sole Arbitrator appointed in these proceedings that the domain name 'www.petjio.in' be transferred to the Complainant forthwith without any cost or consideration. Any other relief(s) against the Respondent and in favour of the Complainant may also be awarded, as deemed fit by the Ld. Arbitrator.

VIII. Other Legal Proceedings

(Rules, Paragraph 4(b)(viii))

10. No other legal proceedings have been initiated by the Complainant against the Respondent as yet.

IX. Communications

(Rules, Paragraphs 2, 3 and 7)

11. This Complaint is being submitted to NIXI in electronic form, including annexes, in the appropriate format.

X. Payment

(Rules, Paragraph 16)

12. As required by the Rules, payment of the amount of INR 35,400/- has been made by bank transfer. A copy of the bank transfer receipt is enclosed

herewith as **Annexure P**.



XI. Certification

(Rules, Paragraph 4(b)(ix))

13. 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, 2019 (as amended upto date) 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.

14. 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.

15. 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.



16. Complainant certifies that the information contained in this Complaint is true to the 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.

E. ARBITRATION PROCEEDINGS HELD ON 05.05.2026

On **05.05.2026**, taking note of the Complaint for the domain name dispute **www.petjio.in** preferred by Reliance Industries Limited, against the Respondent, Notice was issued to Reliance Industries Limited (Complainant) and Petjio World Private Limited through its Director, Mr. Pratik Sen (Respondent) with certain directions.

On **05.05.2026** at **4:26 am**, an E-mail Communication was received on behalf of the Respondent, contents of which are reproduced hereinbelow:

"Dear Learned Arbitrator,

I, Pratik Sen, on behalf of myself and Petjio World Private Limited (collectively, the "Respondents"), acknowledge receipt of the communication dated 04 May 2026 from NIXI in INDRP Case No. 2128 concerning the domain name petjio.in, along with the soft copy of the Complaint and accompanying annexures.

I confirm receipt of the complete set of documents.

The Respondents shall file their response within the timeline prescribed under the INDRP Rules of Procedure.



For continuity, this email ID (senpratik3475@gmail.com) shall remain on record for service. Additionally, the following email IDs are placed on record for parallel service on the Respondents:

pratik@petjio.in — Pratik Sen, Director (official corporate ID)

legal@petjio.in — official legal correspondence, monitored by Mr. Rizwan Khan, Practising Company Secretary (Membership No. A37664, COP No. 27281)

Kindly acknowledge receipt of this communication.

Regards,

Pratik Sen

Founder & CEO

Petjio World Private limited.

+919830277111"

The said E-mail communication was hereby taken on record.

In view of the above, Notice was hereby issued to **Reliance Industries Limited (Complainant)** and **Petjio World Private Limited Through its Director, Mr. Pratik Sen (Respondent)** with the following directions:

- 1. The Complainant shall file and supply a hard copy of the Complaint before this Tribunal and simultaneously serve a hard copy upon the Respondent within **three (3) days** from today, alongwith the Affidavit of Service with this Tribunal.*



2. *The Respondent, who has already acknowledged the receipt of the Complaint alongwith Annexures in the above mentioned E-mail Communication, shall file its Reply/Counter before this Tribunal, along with all documents and evidences relied upon, latest by 12.05.2026, through E-mail at arbitratordrpankajgarg.1962@gmail.com, with an advance copy to Reliance Industries Limited through its Authorized Representative, namely, Ajay Sahni & Associates, Advocates, having its office at 31/42, Punjabi Bagh, New Delhi-110026, (Telephone No. +91 1141032782), (Email id: postbox@asahni.co), (ankitsahni@asahni.co), alongwith Affidavit of Service with this Tribunal.*
3. *The Respondent shall also file the hard copy of the Reply/Counter before this Tribunal and serve the same upon the Complainant, alongwith the Affidavit of Service with this Tribunal.*
4. *The Complainant, through its Authorized Representative namely Ajay Sahni & Associates, Advocates, having its office at 31/42, Punjabi Bagh, New Delhi-110026, (Telephone No. +91 1141032782), (Email id: postbox@asahni.co, ankitsahni@asahni.co), shall be at liberty to file a Rejoinder, if so desired, within three (3) days thereafter, i.e., by 15.05.2026, at the Tribunal's E-mail ID mentioned above, with an advance copy to the Respondent on its E-mail ids senpratik3475@gmail.com, pratik@petjio.in, legal@petjio.in, as provided by the Respondent in the said E-mail communication. Hard copies of the same shall also*



be supplied to the Tribunal as well as the Respondent and Affidavit of Service of the same be also filed with this Tribunal.

The next date of hearing was fixed on **16.05.2026** at **4:00 pm** for further proceedings/Orders.

F. ARBITRATION PROCEEDINGS HELD ON 16.05.2026

In compliance with the Order dated **05.05.2026** passed by this Tribunal, the complete hard copy of the Complaint along with its Annexures was received by this Tribunal on **07.05.2026**, together with a Compact Disc containing soft copies of the Complaint and Annexures in PDF format. The same was hereby taken on record.

Further, on **12.05.2026** at **1:16 PM**, the Respondent filed the soft copy of the Reply/Counter Statement along with Annexures, and subsequently, contents of which are reproduced hereinbelow:

“REPLY/ COUNTER STATEMENT ON BEHALF OF THE RESPONDENT

(In the matter of the disputed domain name www.petjio.in)

MOST RESPECTFULLY SHOWETH:

I. PRELIMINARY SUBMISSIONS

- 1. That the present Reply/Counter Statement is being filed on behalf of the Respondent, M/s **Petjio World Private Limited** (CIN:U96092WB2025PTC279265), a company duly incorporated under the Companies Act, 2013, having its registered office at Block GP&EP Plor-X2, Arch Square Sector V, Bidhan Nagar CK Market, Saltlake, North 24 Parganas — 700091, West Bengal, through its Director and Founder, Mr. Pratik Sen, who is duly authorised vide Board Resolution dated 8 May 2026 (Annexure R-1).*



2. *The Respondent acknowledges receipt of the Complaint dated 16.02.2026 along with annexures, and the Order dated 05.05.2026 passed by this Hon'ble Tribunal. The Respondent has, by its e-mail dated 05.05.2026 (already on the record of this Tribunal), confirmed receipt of the complete set of documents.*
3. *This Reply is filed **without prejudice** to such further submissions, evidence, expert affidavits, judicial precedents, and arguments – including but not limited to linguistic, etymological, market – segmentation, consumer – confusion, and trade – channel evidence – as the respondent may seek leave to lead at the stage of rejoinder, oral hearing, and final arguments. The respondent expressly reserves the right to file additional pleadings, affidavits and documentary material as the proceedings unfold.*
4. *The contents of the complaint are denied save and except where specifically and expressly admitted herein. Nothing in the Complaint shall be deemed to be admitted by reason of non-traverse, lack of specific reply, or otherwise. The Respondent denies each and every allegation, contention, averment and inference made in the Complaint as being misconceived, factually incorrect, legally untenable, and made with the deliberate object of obtaining wrongful transfer of a legitimately owned and bona fide used domain name.*
5. *At the outset, the Respondent submits that the Complaint is **an attempt at reverse domain name hijacking**, in that the Complainant, a corporate behemoth with vast legal resources, has chosen to invoke the INDRP machinery against a small, recognised, legitimate Indian start-up after sleeping over its purported claim for nearly twelve months. The detailed grounds in support of this submission are reserved and shall be developed at the stage of oral arguments.*



6. *The Respondent humbly submits that the Complaint fails on each of the three cumulative requirements under Paragraph 4 of the INDRP Policy and is liable to be dismissed in its entirety with costs.*

II. STATEMENT OF FACTS

A. The Respondent and its Bona Fide Pet Care Venture

7. *The Respondent is the promoter and operator of "Petjio" — an all-in-one pet care ecosystem built for the Indian market, particularly serving Tier 2 cities of India where organised pet care services are conspicuously absent. The Respondent's services include pet boarding (kennel and home), grooming, veterinary care, online vet consultation, paravet services, training, dog walkers, day boarding, a pet marketplace, NGO fundraising, pet abuse reporting and digital pet health records — all unified under a hyperlocal, mobile-first platform.*
8. *The brand "Petjio" is an Indic coinage formed by combining the English word "Pet" with the Hindi/Urdu/Bengali word 'जियो' / "jio" — a culturally resonant Indian language verb meaning "to live" or "may you live". The Respondent's tagline "LET'S PET" reinforces this Indic brand voice. The word "jio" — being the natural Roman-script transliteration of appears in classical Indian poetry, popular cinema, devotional and folk usage, and everyday Indian speech long predating any modern commercial appropriation, and is part of the everyday linguistic vocabulary of approximately a billion Indians. The Respondent's reliance upon the Indic etymology of the word jio, and its rich linguistic-cultural pedigree shall be developed in detail in the rejoinder and at oral arguments, supported, if so by linguistic affidavit evidence.*



B. Registration of the Disputed Domain

9. The disputed domain name **www.petjio.in** was registered by the Respondent's promoter, Mr. Pratik Sen, on **11 January 2025**, through One.com (a globally recognised registrar). True copies of the (i) signed domain registration form dated 11.01.2025 and (ii) Invoice No. 40403607 dated 11.01.2025 issued by One.com (Order No. 9837974), are filed herewith and marked as **Annexure R-2 (colly.)**.

10. Demonstrating that the brand Petjio was conceived as a comprehensive, long-term venture and not a tactical or opportunistic registration of any single domain, the Respondent's promoter further registered the corresponding .com domain — **www.petjioworld.com** — on **16 January 2025**, just five days later. Invoice No. 40442845 dated 16.01.2025 (Order No. 9845658) issued by One.com is filed herewith and marked as **Annexure R-3**. The simultaneous registration of paired .in and .com domains is the conduct of a serious entrepreneur protecting a brand for the long term, and not the conduct of a cybersquatter.

11. That the Respondent's deliberate selection of the .in country-code top-level domain was a principled choice, reflective of the Respondent's exclusive India-focus. As a Government of India-recognised Startup India entity in the "Pets & Animals" industry (**Annexure R-8**), and as a venture building a hyperlocal, India-first pet-care ecosystem — particularly serving Tier 2 Indian cities, where organised pet care services are conspicuously absent — the .in extension was the natural, logical, and entirely appropriate choice for the Respondent. Significantly, at the date of registration of the disputed domain (and as on the date of filing of this Reply), the domain petjio.com was, and continues to be, held by an unrelated third-party registrant, and is



presently listed for sale on the GoDaddy.com domain marketplace at a broker service fee of ₹16,999 (Rupees Sixteen Thousand Nine Hundred and Ninety-Nine only), with the corresponding URL parking page operated through GoDaddy.com. The Respondent has at no time approached, attempted to acquire, or otherwise sought to obtain petjio.com from any party. True copies of the relevant GoDaddy.com listing pages and the parked-domain page are filed herewith and marked as **Annexure R-3A (colly.)**.

12. The Respondent respectfully invites this Hon'ble Tribunal's attention to the considerable evidentiary weight of the foregoing fact:

(a) Had the Respondent's intent been — as the Complainant insinuates — to capture, exploit, or trade off the supposed brand equity of any mark of Complainant, the Respondent would, like any genuine cybersquatter, have made every effort, including by way of a paid acquisition through the secondary market, to obtain the manifestly more valuable .com variant of petjio. The Respondent did not.

Instead, the Respondent registered the .in extension which corresponds with its India-only focus, and registered petjioworld.com as a defensive companion only;

(b) The continued availability of petjio.com on a third-party brokerage page for a modest sum further establishes that the term petjio carries no special, exclusive, or notorious association with the Complainant in the global domain ecosystem. Were the Complainant's claim of exclusive association with the term petjio even remotely tenable, petjio.com would not be sitting parked, available for purchase at ₹16,999, on a third-party brokerage page; and



(c) The Respondent's actual conduct — measured, India-focused, defensive of its own brand, and consistent with a serious entrepreneurial venture — is the very antithesis of the conduct alleged in the Complaint.

C. Substantive and Continuous Bona Fide Use

13. *From and after registration of the disputed domain in January 2025, the Respondent and its promoter have engaged in continuous, substantive, public-facing and demonstrably bona fide use of the Petjio brand. By way of illustrative summary (without limitation):*

*(a) February 2025 onwards: Public-facing communications on Facebook (operated under the brand PetJio) and on the personal page of Mr. Pratik Sen — including content on pet welfare, pet care education {"Breed Gyan"}, reporting of pet abuse, festival greetings, and operational reportage from the field. A consolidated bundle of dated, public Facebook posts (March 2025 to April 2026) is filed herewith and marked as **Annexure R-4 (colly).***

*(b) 01 May 2025: Server-side configuration of petjio.in — file manager records show the .htaccess file with timestamp 01:05:04 hrs on 01.05.2025, evidencing live, operational hosting infrastructure. Marked as **Annexure R-5.***

*(c) 06 May 2025: Public launch of community engagement on the website www.petjio.in, with public Facebook posts directly inviting pet parents, veterinarians, groomers, walkers and boarding facilities to "join our community at www.petjio.in" and "Register now at www.petjio.in". Marked as **Annexure R-6.***



(d) **08 May 2025:** Incorporation of the Respondent Company under the Companies Act, 2013, with the Registrar of Companies. Certificate of Incorporation, CIN U96092WB2025PTC279265, marked as **Annexure R-7**.

(e) **13 June 2025:** Recognition by the Government of India, Department for Promotion of Industry Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, as a Startup in the "Pets & Animals" Industry vide Certificate No. DIPP207809 valid until 07.05.2035. This is a quasi-statutory acknowledgement by the Union Government that the Respondent is a **recognised, legitimate, innovating Indian start-up** in the Pets & Animals industry — a sector wholly distinct from the Complainant's known fields of activity. Marked as **Annexure R-8**.

(f) **April - May 2025:** Independent media coverage, including Business Review Live feature on the Respondent's seed-funding outreach. The Respondent has been recognised in the start-up press as a serious entrant in the Indian pet-tech space. Marked as **Annexure R-9**.

(g) **Trademark filings:** The Respondent and its promoter have filed trademark applications before the Trade Marks Registry, Government of India, in respect of "**PETJIO**" and the device mark, in the appropriate classes pertaining to the Respondent's pet-care services. Status reports and copies of the said applications, together with the official Reply to Examination Report, are filed herewith and marked as **Annexure R-10 (colly.)**.

(h) **Continuing operations:** The Respondent continues to operate the platform www.petjio.in, post regularly on social media, register pet parents and pet-care service providers, publish pet care educational content, conduct surveys, and engage in NGO partnerships, throughout calendar year 2025



and into 2026, all under the Petjio brand. Continuity is evidenced in **Annexure R-4**.

D. The Complainant's Own Conduct: The Cease & Desist Notice and the Respondent's Open, Public, and Good-Faith Response

14. The Complainant, by way of a cease & desist communication dated **25 March 2025**, first asserted certain rights against the Respondent (which rights are denied as detailed hereinbelow). The Respondent, on **28 March 2025** — within seventy-two hours — issued a substantive, good-faith reply, asserting its prior rights and the Indic etymology of Petjio, which is now sought to be re-litigated through the present Complaint. The said exchange is filed herewith and marked as **Annexure R-II (colly.)**

15. Most importantly, on the very same day — **27 March 2025** — the Respondent, in a remarkable demonstration of its bona fides, openly and publicly addressed the issue of phonetic similarity in a public Facebook post (**Annexure R-4 / specific exhibit**), wherein the Respondent acknowledged the issue and stated that it was actively engaging with the same. **This single public, dated communication — voluntarily made by the Respondent ten months before the Complainant elected to file the present Complaint — is decisive proof of the absence of bad faith.** Cybersquatters do not openly post about their own audience. They conceal. The Respondent disclosed.

16. Thereafter for almost twelve months, the Complainant chose not to pursue the matter while the Respondent continued, openly, to invest, build, register, hire, post, secure recognition, file trademarks, and grow its bona fide pet-care business under the Petjio name. The Complainant's election to remain silent for almost a year, while watching the Respondent invest substantially in the



brand, is a matter the Respondent reserves the right to develop in detail at the stage of rejoinder and oral arguments.

III. REPLY ON THE THREE INDRP ELEMENTS

17. Under Paragraph 4 of the INDRP Policy, the Complainant must establish each of the following three elements **cumulatively**, and failure on any one element entails dismissal of the Complaint:

(i) The Respondent's domain name is identical or confusingly similar to a name, trademark or service mark in which the Complainant has rights;

(ii) The Respondent has no rights or legitimate interests in respect of the domain name; and

(iii) The Respondent's domain name has been registered or is being used in bad faith.

18. The Respondent submits that the Complainant fails on **each and every** of the three elements.

Element I — No Identity or Confusing Similarity

19. The disputed domain *petjio* is not identical to any mark of the Complainant, and the Complainant does not contend otherwise. The contention, if any, must rest on alleged confusing similarity. That contention is misconceived for, *inter alia*, the following reasons:

(a) **Composite, non-severable mark:** "Petjio" is a unitary, composite, four-syllable Indic coinage. It is not formed by appending some claimed mark of the Complainant to a generic prefix; rather, it is an organic combination of



Pet + Jio/जियो (Hindi: to live), where the second component is itself an ordinary, common currency Indic word with documented usage long predating any commercial association the Complainant claims. The dominant impression of Petjio — visually, phonetically and conceptually — is "a venture concerned with pels and their thriving"-, it is not a Jio sub-brand.

(b) Wholly different goods, services and trade channels: The Complainant 'claimed activities under the impugned mark relate, inter alia, to telecommunications, digital connectivity, retail, energy and broadcasting. The Respondent operates exclusively in the field of pet care services — boarding, grooming, veterinary service training, walking, marketplace, NGO support — under Trade Marks classes 35,41 and 44. The two operate in entirely distinct industries, serve entirely different consumer needs, and reach the consumer through entirely different trade channels. The Hon'ble Supreme Court of India has repeatedly held that the consideration of "trade charnells" and "nature of goods" is central to any infringement / passing off enquiry, and that confusion is to be assessed in the real-world commercial context, not in the abstract.

(c) Different consumer base: The Respondent's user is the Indian pet parent typically a Millennial or Gen Z resident of Tier 1 or Tier 2 India seeking trusted, organised, hyperlocal pet-care services. There is no rational nexus between this consumer's expectations and the Complainant's telecom/retail consumer.

(d) No likelihood of confusion: There is no likelihood of confusion. The Complainant cannot establish that the Respondent's domain name, viewed a whole, is likely to mislead Internet users into believing that the disputed



domain name is sponsored by, affiliated with, or otherwise connected to the Complainant. The parties operate in materially different fields, serve different consumer segments, and use distinct trade channels. The term "jio," in the present context, is descriptive or otherwise weak and cannot confer a monopoly over every use of that element, particularly where the Respondent's brand is anchored by the dominant prefix "Pet," which immediately conveys a separate and wholly distinct commercial impression. The Respondent's branding is further distinguished by a carefully selected color palette and playful visual identity, deliberately adopted to appeal to millennials, Gen Z, and older consumers of both sexes, and to evoke a friendly, energetic, and approachable brand character. On any proper application of the test of imperfect recollection, an Internet user of ordinary intelligence would not conclude that petjio.in originates from, is endorsed by, or is otherwise associated with the Complainant.

20. Detailed jurisprudence on the appropriate test for confusing similarity in domain disputes — including the principles laid down by the Hon'ble Supreme Court in *Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.*, (2004) 6 SCC 145, the Delhi High Court in *Yahoo! Inc. v. Akash Arora*, 1999 PTC (19) 201, and consistently followed INDRP and WIPO UDRP precedents — is reserved for development at oral arguments.

Element II — The Respondent Has Demonstrable Rights and Legitimate

21. Paragraph 7 of the INDRP Policy enumerates circumstances demonstrate the Respondent's rights or legitimate interests. The Respondent of Paragraph 7:

- (a) **Paragraph 7(i) — Bona fide use prior to notice of dispute:** The Respondent the disputed domain on 11.01.2025; the Complainant's first notice (the C&D dated 25.03.2025) post-dates registration by over two



months. Between registration (11.01.2025) and the C&D (25.03.2025), the Respondent had already commenced public-facing brand-building activity (Annexure R-4). Thus, as of the date of notice of any dispute, the Respondent had already used *petjio.in* in connection with a bona fide offering of goods and services in pet care.

(b) **Paragraph 7(ii) — Commonly known by the domain name:** Within months of the domain's registration, the Respondent had become commonly known by the name *Petjio* — through Facebook, LinkedIn, the Respondent's website, third-party press, government recognition (DPIIT), trademark filings, and incorporation of a corporate entity bearing the name *Petjio World Private Limited*. Annexures R-2 to R- 10 establish this beyond any reasonable doubt.

(c) **Paragraph 7(iii) — Legitimate, non-commercial or fair use:** The Respondent's NGO fundraising, animal welfare reporting (e.g., the field reportage of the distressed animal in *Pahalgaon*, March 2025), and pet abuse reporting features further reinforce that the Respondent's use is legitimate and substantively socially valuable, in addition to being commercial.

22. Independently and additionally, the Respondent submits that the following factors — each individually sufficient, and cumulatively decisive — establish legitimate interest:

(i) Pending statutory trademark applications for *PETJIO* (Annexure R-10);

(ii) DPIIT Startup India recognition specifically in the 'Pets & Animals' industry (Annexure R-8);



- (iii) *Substantial documented investment in branding, technology, content and operations (Annexures R-4 to R-9);*
- (iv) *Continuous, public, dated, third-party-verifiable use of the brand and the domain through 2025-2026 (Annexure R-4);*
- (v) *Independent press recognition (Annexure R-9);*
- (vi) *Incorporation of a corporate entity wholly built around the name (Annexure R- 7); and*
- (vii) *Defensive registration of the corresponding .com domain (Annexure R-3) establishing seriousness of long-term commercial intent.*

23. These factors collectively bring the Respondent squarely within the principles articulated in foundational UDRP jurisprudence, including the well-known test in Oki Data Americas, Inc. v. ASD, Inc., WIPO Case No. D2001-0903, and the consistently applied INDRP standard. Further specific precedential authority shall be deployed at oral arguments.

Element III — No Bad Faith in Registration or Use

24. Bad faith — the third and final cumulative requirement — is wholly absent in the present case. Paragraph 6 of the INDRP Policy enumerates the indicia of bad faith. None applies:

(a) No registration for resale to the Complainant: The Respondent has never offered the disputed domain for sale, transfer, lease or other consideration to the Complainant or any competitor. The domain is in active, productive commercial use.

(b) No pattern of cybersquatting: The Respondent has registered exactly two domains — petjio.in and petjioworld.com — both for its single, real, recognised pet-care business. There is no pattern, no portfolio of similar



trademark-based registrations, and no history of any analogous conduct. Indeed, as already submitted at paragraphs 11-12 above, the manifestly more valuable variant — *petjio.com* — was never even pursued by the Respondent and continues to be held by an unrelated third party, presently parked on a domain brokerage at Rs. 16,999. This single fact is dispositive of any allegation of bad-faith intent on the part of the Respondent.

(c) No disruption of the Complainant's business: The Complainant operates in fields entirely unrelated to pet care. The Respondent's operations cannot, by any stretch of imagination, disrupt the Complainant's business.

(d) No attempt to attract Internet users by creating confusion: The Respondent's website, branding, content, services and consumer messaging are uniformly and unambiguously about pet care. Visiting users are confronted not with telecom or retail content, but with pet boarding, grooming, vet, NGO and pet-parent community offerings.

25. In addition, the Respondent specifically draws the attention of this Hon'ble Tribunal to two indicia affirmatively negating bad faith — both unique to this case and individually decisive:

(a) The 27 March 2025 phonetic-awareness post: As referenced at paragraph 15 above, the Respondent — within seventy-two hours of receiving the Complainant's C&D and ten months before the institution of the present Complaint — voluntarily openly and publicly engaged with the very issue of phonetic similarity in a public Facebook communication to its own audience. This is the antithesis of bad faith. A bad-faith registrant doesn't write public posts engaging with phonetic concerns; a bad-faith registrant conceals.



(b) Government of India recognition: On 13 June 2025, the government of India, through DPIIT, formally recognised the Respondent as a startup India entity in the "Pets & Animals" industry. The Union Government's quasi – statutory acknowledgement of the Respondent as a legitimate innovating start-up is incompatible with any imputation of bad faith.

26. *The principle that bad faith must be both established and proven by the Complainant — not presumed — is settled by, inter alia, the foundational decision in Telstra Corporation Ltd. v. Nuclear Marshmallows, WIPO Case No. D2000-0003, and consistently followed thereafter. The Complainant has discharged no burden whatsoever in this regard. The Respondent reserves the right to develop in greater detail, in its rejoinder and at oral arguments, the long line of INDRP / UDRP authorities holding that mere phonetic similarity, in the absence of demonstrable predatory intent, is insufficient to make out bad faith.*

IV. RESERVATIONS AND FURTHER GROUNDS

27. *Without prejudice to the foregoing, and entirely without conceding any of the contentions of the Complainant, the Respondent expressly reserves the right to raise, at the stage of rejoinder, oral arguments, or any further stage of these proceedings, the following further grounds and submissions, which are not exhaustively pleaded herein in the interests of brevity and procedural economy:*

(i) *Detailed linguistic / etymological analysis of the word "jio" / "जियो" in the Indic linguistic tradition, supported by expert affidavit if so directed;*



- (ii) *Specific INDRP and WIPO UDRP precedents — including, where relevant, decisions adverse to the Complainant or its group entities — concerning analogous claims of phonetic similarity, descriptive Indic-origin marks, and bona fide start-up registrants;*
- (iii) *Detailed grounds in support of the contention that the present Complaint constitutes reverse domain name hijacking and ought to be dismissed with consequential findings;*
- (iv) *Documentary evidence of the Respondent's substantive business operations, vendor onboarding, registered users, and financial transactions, as may be required; customers attesting to the bona fide character of the venture;*
- (v) *Affidavits of the Respondent's co-founders, advisors, vendor partners and customers attesting to the bona fide character of the venture;*
- (vi) *Detailed trade-channel and consumer-perception submissions, including evidence of market segmentation, a distinct consumer base, and absence of any actual or notional confusion in the marketplace;*
- (vii) *Submissions on the application of Sections 34 and 35 of the Trade Marks Act, 1999, to the extent they may be of analogical relevance to the INDRP enquiry; and*
- (viii) *Such further and other grounds as the Respondent may, with the leave of this Hon'ble Tribunal, urge.*



V. PRAYER

28. In view of the foregoing facts, submissions, and the documents filed herewith, the Respondent most respectfully prays that this Hon'ble Tribunal may be pleased to:

- (a) Dismiss the Complaint filed by Reliance Industries Limited in INDRP Case No. 2128 in its entirety;
- (b) Declare that the Respondent is the legitimate, lawful, and bona fide registrant of the disputed domain name *www.petjio.in*, and that the Respondent has rights and legitimate interests therein;
- (c) Hold that the registration and use of the disputed domain by the Respondent has been in good faith;
- (d) Record a finding of reverse domain name hijacking against the Complainant, with such consequential directions as this Hon'ble Tribunal may deem fit;
- (e) Award costs of the proceedings to the Respondent; and
- (f) Pass such further or other order(s) as this Hon'ble Tribunal may deem just and proper in the facts and circumstances of the present case.

AND FOR THIS ACT OF KINDNESS, THE RESPONDENT, AS IN DUTY BOUND, SHALL EVER PRAY.



LIST OF DOCUMENTS / ANNEXURES

Annexure R-1 — Board Resolution dated 8 May 2026 authorising Mr. Pratik Sen and Rizwan Khan to defend the present proceedings.

Annexure R-2 (colly.) — Domain Registration Form for *petjio.in* dated 11.01.2025 and Invoice No. 40403607 dated 11.01.2025 issued by One.com.

Annexure R-3 — Invoice No. 40442845 dated 16.01.2025 issued by One.com for *pejioworld.com*.

Annexure R-3A (colly.) — GoDaddy.com listing page and parked-domain page evidencing third-party ownership of *petjio.com* and its current secondary-market listing at a broker service fee of Rs. 6,9999

Annexure R-4 (colly.) — Bundle of dated, public Facebook posts by/on behalf of PetJio (and personal page of Mr. Pratik Sen) for the period March 2025 to April 2026.

Annexure R-5 — File-manager screenshot evidencing *.htaccess* timestamp 01:05:04 hrs on 01.05.2025 for the *petjio.in* hosting environment.

Annexure R-6 — Public Facebook post(s) dated 06.05.2025 inviting community participation at *www.petjio.in*.

Annexure R-7 — Certificate of Incorporation of Peljio World Private Limited dated 08.05.2025, CIN U96092WB2025PTC279265.

Annexure R-8 — Certificate of Recognition issued by DPHT, Government of India, dated 13.06.2025, Certificate No. DIPP207807.

Annexure R-9 — Independent press coverage including BusinessReviewLive feature on Petjio's seed-funding round (April 2025).



Annexure R-10 (colly.) — Trademark applications, Trade Marks Registry status reports, and Reply to Examination Report for the marks PETJIO and PETJIO (Device).

Annexure R-11 (colly.) — Cease & Desist communication dated 25.03.2025 and the Respondent's reply dated 28.03.2025 (sent to RIL's IP Legal team and Ms. Sarita Joglekar, with the Trade Marks Registry offices in copy).

Annexure R-12 — Corporate identity proofs (PAN, MoA/AoA, etc.) of Petjio World Private Limited.

Annexure R-13 — LinkedIn post index and supporting communications evidencing brand presence and continuous use.

Annexure R-14 (colly.) — Representative screenshots of the Petjio mobile application interface login pages, onboarding screens, branding assets, and marketplace/store interface evidencing independent development, branding investment, and bona fide commercial use of the Petjio platform.

VERIFICATION

I, Pratik Sen, son of Late Pran Kumar Sen, aged about 51 years, residing at 65A/2 Kendua Main Road, Kolkata — 700084, presently in New Delhi, the Director of M/s Petjio World Private Limited (the Respondent), do hereby verify and state that the contents of paragraphs 1 to 28 above are true and correct to my knowledge based on records of the Respondent and information believed by me to be true; that the documents filed as Annexures R-1 to R-14 are true copies of the originals in the possession of the Respondent; and that nothing material has been concealed therefrom.

Verified at New Delhi on 10 May, 2026"



The hard copy thereof was received by this Tribunal on **12.05.2026** along with the Affidavit of Service dated **11.05.2026**, contents of which are reproduced herein below,

"AFFIDAVIT OF SERVICE

*I, **Pratik Sen**, son of Late Pran Kumar Sen, aged about 51 years, Director of Petjio World Private Limited, having its registered office at Block GP&EP Plot-X2, Arch Square Sector V, Bidhan Nagar CK Market, Saltlake, North 24 Parganas - 700091, West Bengal, presently in New Delhi do hereby solemnly affirm and state as under:*

- 1. That I am the Director and Authorised Representative of the Respondent Company and am duly authorised to swear this Affidavit on behalf of the Respondent.*
- 2. That the Respondent has filed its **Reply/ Counter Statement along with Annexures R-1 to R-14** in INDRP Case No. 2128.*
- 3. That in compliance with the applicable provisions of the INDRP Policy and directions of this Hon'ble Tribunal, the Respondent has duly served copies of the Reply / Counter Statement along with all annexures upon:*

(a) The Complainant

Reliance Industries Limited

- **Mode of Service: Speed Post**
- **Date of Service: 11 May 2026**
- **Documents Served: Reply/Counter Statement along with Annexures R-1 to R-14**

(b) The Learned Sole Arbitrator / Tribunal

Mode of Service Speed Post

Date of Service: 11 May 2026



- *Documents Served: Reply / Counter Statement along with Annexures R-1 to R-14*

4. *That the speed post receipts dated 11 May 2026, towards proof of the same, are enclosed with this affidavit.*
5. *That the service upon both the Complainant and the Learned Tribunal has been effected within the prescribed timelines and in accordance with the INDRP procedural requirements.*
6. *That this Affidavit is being filed to place on record the due and proper service of the Reply / Counter Statement along with annexures.*

VERIFICATION

I, the above-named deponent, do hereby verify that the contents of paragraphs 1 to 6 of this Affidavit are true and correct to my knowledge and belief and nothing material has been concealed therefrom.

Verified at New Delhi on this 11 day of May, 2026.

Pratik Sen

Director

Petjio World Private Limited"

The same were taken on record.

Thereafter, on **15.05.2026** at **1:01 PM**, the soft copy of the Rejoinder along with Annexures was received on behalf of the Complainant, together with the Affidavit of Service dated **15.05.2026**, contents of which are reproduced hereinbelow:



"REJOINDER ON BEHALF OF THE COMPLAINANT

MOST RESPECTFULLY SHOWETH:

PRELIMINARY SUBMISSIONS

The Complainant and its well-known JIO trademark

- 1. The Complainant is one of India's largest multinational conglomerates, headquartered in Mumbai, India. Its businesses span energy, petrochemicals, natural gas, retail, telecommunications, mass media, financial services and textiles. The Complainant is the largest public company in India by market capitalization and revenue. It is India's largest private taxpayer and largest exporter, accounting for more than 7% of India's total merchandise exports. The Complainant along with its subsidiaries and affiliate companies constitutes the Reliance Industries Limited Group, India's largest private sector conglomerate.*

- 2. The Complainant is the proprietor of the globally well-known and famous*



trademark JIO / along with other JIO-formative marks, registered across multiple classes in India and in numerous jurisdictions worldwide.

- 3. The Complainant, adopted the mark JIO for their telecom business and filed the applications for registration of the said trademark in December 2011. The JIO brand was announced to the public in January 2013 when the name of the Complainant's group entity which is engaged in providing telecom services was changed to Reliance Jio Infocomm Limited (RJIL). On September 5, 2016, RJIL launched its flagship telecom services under the brand JIO across the country. Due to the high quality of services which were provided at*



competitive pricing, the mark JIO became well known within a short span of time from its launch. RJIL had over 100 million subscribers within 120 days of launch. As of September 2025, it has crossed the mark of 500 million customers. RJIL is the largest telecom company in India based on the number of customers.

4. *The Complainant, under its JIO brand, has made investments in excess of US\$50 billion since its inception. The Complainant's JIO services span across connectivity and cloud, media, digital commerce, financial services, gaming, education, healthcare, agriculture, Government to Citizen (G2C), smart cities and manufacturing. The Complainant, under its JIO brand, has created strong internal capabilities across different key digital technologies such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Big Data, Augmented Reality/Virtual Reality (AR/VR), Internet of Things (IoT), Blockchain, Artificial Intelligence (AI), Machine Learning (ML), edge computing, speech/natural language, supercomputing, computer vision, robotics and drones. These capabilities will power the creation of reimagined solutions for various ecosystems across the world.*
5. *Owing to open, continuous, extensive and uninterrupted use, massive investments in excess of billions of dollars in digital infrastructure, and nationwide consumer penetration, the trademark JIO of the Complainant has acquired enviable goodwill, impeccable reputation and distinctiveness exclusively associated with the Complainant.*
6. *The JIO mark has been judicially recognised as a well-known trademark by the Hon'ble Bombay High Court vide Order dated 23 August 2021 in Reliance Industries Limited & Anr. v. Ashok Kumar, Commercial IP Suit (L) No. 14473 of 2021 (Annexure I to the Complaint). Further, pursuant to Rule 124(5) of*



the Trade Marks Rules, 2017, the Trade Marks Registry has also published Complainant's 'JIO' mark in the official list of well-known trademarks in Trade Marks Journal No. 2250 dated 02 March 2026, under Well-Known registration No. 816975 (Annexure R).

7. *The Complainant has consistently and successfully enforced its rights in the JIO mark against third parties across diverse sectors and product categories, including in respect of goods and services unrelated to telecommunications. Recently, the Hon'ble Delhi High Court in Reliance Industries Limited v. Pawan Kumar Gupta & Ors., CS(COMM) 675/2025, vide order dated 10 July 2025, granted an ex-parte ad-interim injunction restraining the use of the marks RELIANCE, JIO and JIOformative marks by various third parties which is not restricted to the goods which constitute / form part of the Complainant's business. The said order (Annexure S) continues to remain operative and in force and demonstrates the broad and cross-sector protection accorded to the Complainant's well-known JIO mark.*
8. *The Complainant is the proprietor of in excess of 1,400 JIO and JIO-formative registrations, with the earliest dating back to 9 December 2011 (Application No. 2247460 in Class 9). The illustrative schedule at paragraph xxiii of the Complaint records JIO and JIO-formative registrations spanning Classes 09, 31, 35, 38, 41, 42, 44 and 45, including JIOGAUSAMRIDDHI under Application Nos. 6051232 (Class 09) and 6051260 (Class 42), filed on 1 and 2 August 2023, a fact germane to the Respondent's plea of "entirely distinct industries", addressed in greater detail hereinbelow.*

Continuing pattern of JIO-formative cybersquatting and the binding indicia of adverse precedents



9. *The present dispute is not an isolated occurrence. It forms part of a continuing pattern of opportunistic registration of JIO-formative domain names by third parties, each of whom, like the Respondent herein, sought to dress up appropriation of the Complainant's distinctive mark as a coincidental or innocent adoption. The Complainant has, consistently initiated and successfully pursued multiple proceedings against such third parties before various forums, including domain name complaints before the National Internet Exchange of India (NIXI) and the WIPO Arbitration and Mediation Center, as well as company name related complaints before the Office of the Regional Director, Ministry of Corporate Affairs, Government of India. The details of the such decisions ordered in favour of the Complainant are tabulated herein below:*

<u>AWARDS PASSED BY NIXI / WIPO ARBITRATION AND MEDIATION CENTER</u>		
S. No.	Domain in dispute	Date of decision
1.	<i>www.reliancejioinfocomm.com</i>	<i>15th July 2014</i>
2.	<i>www.jio.chat</i>	<i>02nd December 2015</i>
3.	<i>www.jio.buzz</i>	<i>02nd December 2015</i>
5.	<i>www.jio.money</i>	<i>02nd December 2015</i>
6.	<i>www.jiodhandhanadhan.in</i>	<i>05th September 2017</i>
7.	<i>www.jiodhandhanadhan.com</i>	<i>15th September 2017</i>
8.	<i>www.jiomartfranchise.in</i>	<i>07th October 2020</i>
9.	<i>www.jiobp.com</i>	<i>09th November 2020</i>



10.	<i>www.jioaicloud.com</i>	<i>17th December 2024</i>
11.	<i>www.jiocoin.com</i>	<i>01st October 2025</i>
12.	<i>www.jioeatnow.com</i>	<i>05th September 2025</i>
13.	<i>www.jiocoin.in</i>	<i>08th December 2025</i>
14.	<i>www.jio.sh</i>	<i>26th January 2026</i>
15.	<i>www.jioeat.in</i>	<i>19th February 2026</i>
16.	<i>www.jiosh.menu</i>	<i>10th March 2026</i>

**DECISIONS PASSED BY THE REGIONAL DIRECTOR, MINISTRY OF
CORORATE AFFAIRS, GOVT. OF INDIA**

<i>S. No.</i>	<i>Impugned company name</i>	<i>Date of decision</i>
1.	<i>Jioevents Private Limited</i>	<i>25th January 2018</i>
2.	<i>Jio Impex Private Limited</i>	<i>25th January 2018</i>
3.	<i>Jio Soft Private Limited</i>	<i>24th April 2018</i>
4.	<i>Jiokind Healthcare Private Limited</i>	<i>26th June 2019</i>
5.	<i>Jio Rich Private Limited</i>	<i>26th June 2019</i>
6.	<i>Doctor Jio Healthcare Private Limited</i>	<i>27th June 2019</i>
7.	<i>Jiogas Private Limited</i>	<i>02nd August 2019</i>
8.	<i>Jiolat Automotive India Private Limited</i>	<i>02nd August 2019</i>
9.	<i>Medjio Pharmaceuticals Private Limited</i>	<i>27th August 2019</i>



10.	<i>Jio Beverages Private Limited</i>	<i>04th September 2019</i>
11.	<i>JioJal Aqua Technology Private Limited</i>	<i>04th September 2019</i>
12.	<i>Jio Natural Products India Private Limited</i>	<i>03rd June 2020</i>

The Respondent's own contemporaneous documents defeat its case

10. *Before addressing the three substantive elements of the INDRP enquiry, the Complainant respectfully invites the attention of this Hon'ble Tribunal to the Respondent's own documents which conclusively establish the very knowledge, targeting and bad faith that the Respondent's Reply purports to deny. The Complainant addresses two such documents in particular, both forming part of Annexure R-4 (colly.) to the Reply.*
11. *The first such document is the Facebook post dated 27 March 2025. The Respondent at paragraph 15 of the Reply claims this post as "decisive proof of the absence of bad faith" and as "a voluntary, public, dated communication" allegedly demonstrating the Respondent's transparency. The said post, on its own terms and in the Respondent's own words, reads as follows: "We are forced to stop any activities here due to our phonetic closeness to younger brother of #Jamtara (just a phonetic closeness again). Large one trying to eat new born pups. #animalkingdom in #corporateworld. We are exploring our options and will be back soon. You be in the safari ieeep keep praying for the puppy." The personal Facebook caption of the Respondent's promoter Mr. Pratik Sen accompanying his share of the said post is the single, revealing word: "Susssshhhhhh!!!".*



12. Far from negating bad faith, the said post establishes it in the most conclusive manner. First, the post contains an express written admission, in the Respondent's own hand and on a contemporaneous date, of "phonetic closeness" to the Complainant's mark. Secondly, the Respondent's own use of the expression "phonetic closeness again" demonstrates conscious and acknowledged awareness of similarity with the Complainant's mark and materially undermines the Respondent's plea of innocent, coincidental or subconscious adoption. Thirdly, the reference to the Complainant as the "younger brother of #Jamtara" is, in everyday Indian parlance, an unmistakable allusion to phishing-based digital fraud, the town of Jamtara having become synonymous in popular discourse with telecom-routed online fraud; and the metaphor of a "Large one trying to eat new born pups" in the "#animalkingdom in #corporateworld" casts the Complainant in the role of a predatory corporate behemoth targeting the Respondent, wholly inconsistent with any plea of coincidental or innocent adoption. Fourthly, the personal Facebook caption "Susssshhhhhh!!!" accompanying the said post further demonstrates that the Respondent itself viewed the controversy regarding similarity with the Complainant's mark as sensitive and contentious, the very antithesis of the openness and transparency now sought to be ascribed to the post. Fifthly, the stated intention to "stop any activities here" has been thoroughly betrayed by the Respondent's own continued and escalated use of the disputed domain name and the impugned mark throughout April 2025, May 2025 and well into 2026, as evidenced by the very same Annexure R-4 (colly.) being relied upon by the Respondent. The said post is therefore not a defensive document; it is, on every limb of the INDRP enquiry into knowledge, targeting and bad faith, decisive against the Respondent.

13. The Respondent's own Facebook post dated 23 May 2025 (forming part of Annexure R-4 (colly.)) further records that "We're building Petjio – a smart



pet care app powered by AI...". The Respondent's own description of the platform as one that was still "being built" as on 23 May 2025 materially undermines the plea of established and bona fide commercial use allegedly existing prior to the Complainant's cease and desist notice dated 25 March 2025.

The composite "Petjio" wholly subsumes JIO; the linguistic / Indicoinage defence is misconceived

14. *The Respondent's plea that 'Petjio' is allegedly a unitary Indic coinage of "Pet" + "jio" is bald, unsupported and untenable. It is well settled that the threshold test for confusing similarity under Paragraph 4(i) of the INDRP Policy is satisfied where the Complainant's mark is recognisable within the disputed domain name. The disputed domain name <petjio.in> reproduces the Complainant's registered and judicially-recognised well-known mark JIO in its entirety, without alteration, abbreviation or modification. The mere prefixation of the ordinary English noun "pet" which itself is descriptive of the market alleged to be served by the Respondent, neither erases nor diminishes the dominant and immediately recognisable JIO element. The countrycode Top-Level Domain ".in" is, on settled principle, to be disregarded as a standard registration requirement bearing no bearing on the recognisability enquiry.*

15. *The Hon'ble Supreme Court of India in Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd., (2004) 6 SCC 145 (Annexure M to the Complaint), has held that domain names and trademarks are not mutually exclusive and that there is an overlap between trademarks and services rendered under domain names. The Hon'ble Delhi High Court 9 in Yahoo! Inc. v. Akash Arora, 78 (1999) DLT 285, and the Hon'ble Bombay High Court in Rediff Communication Ltd. v. Cyberbooth, AIR 2000 Bom. 27 (Annexure O*



collectively to the Complaint), have held that a domain name is entitled to equal protection against passing off, as in the case of a trademark. It is also trite law that the mere addition of the “.in” country-code top-level domain is insufficient to render the domain name dissimilar to a prior adopted and well-known mark, a principle recorded in *Morgan Stanley v. Bharat Jain*, NLXI Sole Arbitrator decision dated 28 October 2010 (Annexure N to the Complaint).

16. On its own terms, the Respondent's linguistic defence is unsustainable. The proposition that “jio” is in common Indian usage as a Hindi / Urdu / Bengali imperative verb meaning “to live” or “may you live” is advanced as a bare assertion without independently derived evidentiary support. The Respondent's purported reservation of the alleged right to lead “linguistic affidavit evidence” at the stage of rejoinder or oral arguments is procedurally impermissible. It is submitted that the purported reservation cannot operate as a licence for the Respondent to plead bare conclusions without filing cogent and unimpeachable documentary evidence corroborating the same. In any event, assuming without admitting that the word “jio” carries a Hindi / Urdu / Bengali dictionary meaning, the position remains that for the average Indian consumer the letters JIO whether prefixed by another word, suffixed by another word, or used standalone, are exclusively associated with the Complainant and its digital ecosystem under the well-known JIO mark. The submission that the Indian consumer, on encountering the letters “jio” within a domain name, will read it as a Hindi / Bengali / Urdu imperative meaning “live” rather than as a reference to the Complainant's ubiquitous JIO services touching more than a billion Indians on a daily basis, is contrary to common sense and contrary to the judicial recognition of JIO as a well-known mark.



17. *The Respondent's submission that the purported "dominant impression" of "Petjio" visually, phonetically and conceptually is allegedly "a venture concerned with pets and their thriving", is belied by the Respondent's own*

Petjio!

mark / logo used prominently by the Respondent on the impugned domain. A mere glance at the said mark makes it abundantly clear that the Respondent has deliberately and with mala fide motive adopted

Petjio!

/ used the impugned name / mark in a manner / font

jio

/ colour that the word / mark "JIO / " is highlighted as the dominant part of the same. Thus, the dominant impression of the impugned mark, both as a domain string and as a logo, is JIO; the prefix "pet" merely identifies the descriptive field of activity in which the Respondent purports to use the said mark. That around 21,076 persons having come across the said impugned mark / logo of the Respondent with JIO as its dominant part, have been misled into assuming some association / affiliation / connection with the Complainant and consequently visited the website accessible through the impugned domain <petjio.in> of the Respondent. A screenshot taken from the said website of the Respondent is annexed herewith (Annexure T).

The Respondent has no rights or legitimate interests within the meaning of Paragraph 6 INDRP

18. *The Respondent's attempt to bring its case within the illustrative circumstances contemplated under Paragraph 6 of the INDRP Policy fails on*

each limb:



(a) **Paragraph 6(a): bona fide use prior to notice of dispute:-** the Respondent's reliance upon the gap between the registration of the disputed domain name on 11 January 2025 and the Complainant's cease and desist notice of 25 March 2025 is misconceived for several reasons. Firstly, the Respondent cannot plausibly deny knowledge of the Complainant's well-known JIO mark, which had acquired enormous reputation and statutory as well as judicial recognition long prior to the registration of the disputed domain name. Further, the Respondent's promoter himself filed trademark Application No. 6838627 in Class 35 on 3 February 2025 on a "proposed to be used" basis, thereby statutorily representing absence of actual use as on that date. Secondly, on the Respondent's own Annexure R-4 (colly.), the earliest documented Facebook activity is a generic "Happy Maha Shivratri" festival greeting dated 26 February 2025, six weeks after domain registration, which carries no offering of pet-care services through the disputed domain name; the next post on 8 March 2025 is a stray animal welfare report from Pahalgam, Kashmir, again containing no offering of services through the disputed domain name. Thirdly, the Respondent's own document of 23 May 2025 is an admission that the platform was, as on that date, still "being built". Fourthly, within the meaning of the Policy, an admittedly commercial offering under a domain name that wholly subsumes the Complainant's well-known mark cannot be characterised as bona fide in any manner whatsoever.

(b) **Paragraph 6(b): commonly known by the domain name:-** the Respondent's claim that it is "commonly known by the name Petjio" through Facebook, LinkedIn, DPIIT recognition, trademark filings, incorporation, rests entirely upon material self-generated by the Respondent after, and in furtherance of, the impugned adoption. The 12 doctrine of "commonly known" under the Policy contemplates an independently acquired reputation that pre-dates the registration of the disputed domain name, and that is not itself an artefact of



the very use which is impugned. The Respondent's body of "recognition" material is, without exception, dated subsequent to 11 January 2025 (the date of registration of the disputed domain name), and substantially subsequent to 25 March 2025 (the date of the Complainant's cease and desist notice). The incorporation of "Petjio World Private Limited" on 8 May 2025 (Annexure R-7) well after the cease-and-desist notice, does not, and cannot, retrospectively confer rights or legitimate interests in the disputed domain name. Mere corporate incorporation under a name that itself embodies the impugned adoption, where the very legitimacy of that adoption is in dispute, is not a circumstance contemplated under Paragraph 6(b) of the Policy. Further, notably, the Complainant has already filed proceedings under section 16 of the Companies Act, 2013 before the Registrar of Companies, challenging the adoption of the corporate name consisting the well-known trademark JIO, the Respondent was served copies of this complaint well before the filing of the written statement and Respondent has, while making the said baseless averments, failed to disclose the said proceedings before this Ld. Tribunal. The said matter was last posted for hearing on April 17, 2026 and has been adjourned at the request of the Respondent. A copy of the said complaint is annexed herewith (Annexure U).

- (c) **Paragraph 6(c): legitimate non-commercial or fair use, without intent for commercial gain:-** *the Respondent's own pleading characterises its use of the disputed domain name as commercial, with the NGO fundraising and pet-abuse reporting features pleaded as "additional" or "reinforcing" rather than as the principal use. Paragraph 6(c) is, by its terms, confined to non-commercial or fair use without intent for commercial gain to misleadingly divert consumers or to tarnish the Complainant's mark. The limb is, on the Respondent's own pleading, inapplicable; admitted commercial activity with isolated NGO or welfare features cannot rescue the limb. The mere absence*



of explicit reference to the Complainant on the Respondent's website does not negate the initial-interest confusion created by adoption of a domain name that wholly subsumes the Complainant's mark. Further, the Respondent, as per an Economic Times online article available at <https://economictimes.indiatimes.com/tech/startups/pet-care-startup-petjio-world-in-talks-to-raise-1-5-million-seed-funding/articleshow/120717971.cms?from=mdr> sought funding for its commercial business in 2025, and therefore, any pleadings that state NGO or welfare activities, etc., are false, frivolous and made with the sole objective of misleading the Ld. Tribunal.

19. The pending trademark applications relied upon (Annexure R- 10), being Application Nos. 6838627 (Class 35, filed 3 February 2025) and 6886129

(Class 31, filed 3 March 2025) for

Petjio!
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were filed by the

Respondent on a "proposed to be used" basis, i.e., on a sworn statutory denial of any actual use of the impugned mark as on those dates. Further, the Respondent has filed another application under no. 7701953 in Class 42 on a

Petjivo!
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'proposed to be used' basis for the mark on 01.05.2026 which the Respondent has not disclosed in its pleadings before this Ld. Tribunal, and the said mark is further evidence of the mala fides of the Respondent in attempting to come as visually / phonetically close as possible to the Complainant's 14 mark 'JIO'. The Respondent's present plea of pre-notice bona fide commercial use cannot stand in the face of its own contemporaneous trademark filings disavowing any actual use. The said applications are, in any event, the subject of objection / opposition by the



Complainant, and on settled principles, a pending trademark application does not, of itself, confer rights or legitimate interests under the Policy. The DPIIT Startup India recognition (Annexure R-8), pleaded as an alleged "quasistatutory acknowledgment" by the Union Government, is, irrelevant to the trademark and bad-faith enquiry. The DPIIT certificate is an industrial-promotion measure under the Startup India scheme; it does not adjudicate trademark rights and it expressly does not authorise infringement of pre-existing third-party marks. The Government of India has, through the Trade Marks Registry, registered Complainant's JIO mark and its formatives in various classes long prior to the Respondent's alleged adoption. It is a settled principle of law that no amount of subsequent use or investment or promotion can purge the dishonest and mala fide adoption. The incorporation of a corporate entity bearing the impugned name does not, on settled principle, confer rights or legitimate interests. The so-called "defensive registration" of <petjioworld.com> on 16 January 2025, a mere five days after the registration of the disputed domain name, is, with respect, not a legitimising factor but a second appropriation of the Complainant's mark and evidence of a dishonest strategy rather than of bona fides. The Respondent's reliance upon the principles laid down in Oki Data Americas, Inc. v. ASD, Inc., WIPO Case No. D2001-0903, is wholly misplaced; the Oki Data principles apply in the context of authorised resellers or distributors of the senior trademark proprietor's goods or services, and the Respondent is admittedly not an authorised reseller, licensee, distributor, affiliate or consensual partner of the Complainant in any character whatsoever.

The cross-sector / different-trade-channels defence is contrary to the well-known mark doctrine

20. *The Respondent's contention that the parties operate in "entirely distinct industries" is unsustainable for three independent reasons:*



(a) *First, it is contrary to the well-known mark doctrine. The JIO mark has been judicially recognised as a well-known trademark by the Hon'ble Bombay High Court vide Order dated 23 August 2021 in Reliance Industries Limited & Anr. v. Ashok Kumar, Commercial IP Suit (L) No. 14473 of 2021 (Annexure I to the Complaint). The said mark also stands published by the Trade Marks Registry in the official list of well-known trademarks under Rule 124(5) of the Trade Marks Rules, 2017. The protection accorded to a well-known mark under Section 2(1)(zg) read with Sections 11(2) and 29(4) of the Trade Marks Act, 1999, transcends class boundaries, particularly where use of the mark in respect of dissimilar goods or services would be likely to take unfair advantage of, or be detrimental to, the distinctive character or repute of the well-known mark. Further, the Hon'ble Delhi High Court in Reliance Industries Limited v. Pawan Kumar Gupta & Ors., CS(COMM) 675/2025, vide order dated 10 July 2025, has already granted injunction in favour of the Complainant against use of RELIANCE and JIO formative marks even in relation goods not constituting part of the Complainant's business. The said injunction continues to remain operative and in force. It is submitted that the INDRP enquiry into confusing similarity and bad faith is informed by the same statutory and common law principles.*

(b) *Secondly, the Respondent's caricature of the Complainant's commercial activities as limited to telecommunications, retail, energy and broadcasting is, factually inaccurate and misleading. It is a matter of fact that the Complainant operates JIOGAUSAMRIDDHI, a technology-enabled cattle management and dairy-support solution offered under the JIO ecosystem, deploying smart sensor-based devices (including wearable neck tags and gateways) integrated with mobile and web-based applications, for continuous monitoring of livestock health, behaviour, activity, rumination and*



reproductive cycles. The JIOGAUSAMRIDDHI mark stands registered in the Complainant's name under Application Nos. 6051232 (Class 09) and 6051260 (Class 42), filed on 1 and 2 August 2023 respectively, both well prior to the registration of the disputed domain name on 11 January 2025. The animal-care vertical is therefore not, as falsely pleaded by the Respondent, a sector "wholly distinct from the Complainant's known fields of activity"; on the contrary, it is a sector in which the Complainant has prior statutory rights under registered trademarks, prior commercial activity, and a dedicated public-facing website at www.jiogausamriddhi.com. Beyond JIOGAUSAMRIDDHI, the Complainant's JIO and JIO-formative trademark registrations span, inter alia, Class 31 (live animals and animal foodstuffs, Application No. 2466106), Class 35 (retail and business services), Class 42 (technology services), and Class 44 (services including veterinary and animal welfare services, Application Nos. 2423842 and 2423843), as set out in the illustrative schedule at paragraph xxiii of the Complaint.

- (c) Thirdly, the Respondent's own commercial offering is, on its own pleading and on its own documents, of a digital, technology-driven and online-services character, the very ecosystem in which the Complainant operates under its well-known JIO mark. The Respondent's own 23 May 2025 Facebook post (Annexure R-4) describes Petjio as "a smart pet care app powered by AI to help you better understand your pet". The Respondent's Annexure R-14 17 (mobile application screenshots, login pages, onboarding screens and marketplace/store interface) reinforces the digital and online character of the offering. The Respondent's purported services, on its own showing, online vet consultation, digital pet health records, AI-driven pet care, online marketplace, and NGO outreach, sit squarely within the broad digital and connectivity ecosystem of the Complainant under the well-known JIO mark.



The Respondent's claim that the parties operate in "wholly different goods, services and trade channels" is, in such circumstances, untenable.

The disputed domain name was registered and is being used in bad faith

21. *It is well settled that the circumstances enumerated under Paragraph 7 of the INDRP Policy as evidence of bad faith are illustrative and not exhaustive. The absence of any particular indicium does not negate a finding of bad faith where, as here, the cumulative facts and circumstances overwhelmingly establish it. The Respondent's bald denials at Reply paragraph 24 alleging that the disputed domain name was not registered for sale, that there is no pattern of cybersquatting, that there is no disruption of the Complainant's business, and that there is no attempt to attract Internet users by creating confusion, are evasive and contrary to the Respondent's own contemporaneous record.*

22. *Knowledge of the Complainant's well-known mark and targeting of that mark are conclusively established by the following cumulative facts and circumstances:*

(a) *Firstly, the worldwide renown and judicially-recognised well-known status of the JIO mark, particularly in India where both parties are based.*

(b) *Secondly, the Respondent's own express admission in the Facebook post of 27 March 2025 (forming part of Annexure R-4) of "phonetic closeness" to the Complainant's mark, thereby conclusively demonstrating conscious awareness of similarity with the Complainant's mark and negating any plea of innocent adoption.*

(c) *Thirdly, the Respondent's defamatory characterisation of the Complainant in the said post as the "younger brother of #Jamtara" and as the "Large one*



trying to eat new born pups”, plainly indicating not only knowledge of the Complainant’s identity but a conscious, defamatory positioning of the Respondent.

(d) Fourthly, the visual stylisation of the impugned logo

Petjio!

in a manner / font / colour that the word / mark

jio

“JIO / **jio**” is highlighted as the dominant part of the same is calculated to associate the Complainant’s JIO mark to mind of an unwary consumer.

(e) Fifthly, the Respondent’s pattern of conduct, including:

(i) the filing of trademark Application Nos. 6838627 and 6886129 for

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on a “proposed to be used” basis on 3 February 2025 and 3 March 2025 respectively, after the disputed domain registration; and

(ii) the registration of <petjioworld.com> five days after the disputed domain name, on 16 January 2025 (Annexure R-3), a simultaneous portfolio of JIO-formative registrations evidencing a calculated and dishonest, rather than a coincidental, strategy.



23. *The Respondent's submission that "cybersquatters do not openly post about phonetic concerns to their own audience" is rhetorically attractive but factually inverted: the Respondent did not disclose phonetic similarity to an unsuspecting third party; it acknowledged phonetic similarity in a public post that simultaneously mocked the Complainant's enforcement action, instructed its own audience to keep the matter quiet ("Sussssshhhhhh!!!"), and then proceeded with continued and escalated commercial use of the impugned mark. The same does not negate bad faith rather makes it apparent.*
24. *The Respondent's submission that it did not acquire <petjio.com>, and that the said domain is being held by an unrelated third party, and / or that it is presently listed for sale on a GoDaddy domain brokerage page, is completely irrelevant to the present lis. Bad faith under Paragraph 7 of the Policy is to be assessed in respect of the disputed domain name registered and used by the Respondent, and not in respect of what other domain names the Respondent did not register.*

The plea of "reverse domain name hijacking" is wholly misconceived

25. *The Respondent's plea that the present Complaint allegedly constitutes "reverse domain name hijacking" ('RDNH') is vexatious, devoid of any merit and denied. The doctrine of RDNH is reserved for cases in which a complainant invokes the Policy mala fide against a 20 respondent of whom the complainant knows it to have legitimate rights, or where the complaint is so devoid of merit and so vexatiously framed that it amounts to an abuse of the Policy. The present case bears none of those features. The Complainant is the proprietor of a well-known trademark JIO; the disputed domain name reproduces that mark in its entirety; and the Complainant's consistent pattern of enforcement against JIO-formative cybersquatting is precisely the conduct*



of a vigilant trademark proprietor protecting its statutory and common law rights, and not the conduct of an abusive complainant.

26. *The Respondent's allegation that the Complainant has "slept over" its claim for "nearly twelve months" is contrary to the factual record. The Complainant's awareness arose progressively:*
- (a) in or around the last week of March 2025, the Complainant became aware of the Respondent's promoter's trademark applications under Application Nos. 6838627 and 6886129;*
 - (b) the Complainant promptly issued a cease and desist notice dated 25 March 2025;*
 - (c) the Respondent's reply dated 27 March 2025 baldly denied similarity but did not claim any actual prior use of the impugned mark, and the Complainant accordingly proceeded to await advertisement of the said applications with a view to filing opposition in due course;*
 - (d) the Complainant's awareness of the disputed domain name <petjio.in> and of the incorporation of "Petjio World Private Limited" arose in the first week of January 2026, through the surfacing of the email address corporate@petjio.in in corporate records;*
 - (e) the Complainant thereafter filed proceedings under section 16 of the Companies Act, 2013 before the Registrar of Companies, challenging the adoption of the corporate name consisting the well-known trademark JIO, and*
 - (f) the Complainant filed the present Complaint promptly thereafter, on 16 February 2026.*



Thus, there has been no acquiescence; on the contrary, there has been continuous monitoring of, and prompt action upon, every limb on which the Respondent has surfaced.

PARA WISE REPLY

27. *At the outset, it is submitted that the contents of the Reply filed by the Respondent are, save and except specifically admitted herein, wrong, false, misconceived, baseless and denied. Each and every allegation, contention, averment, inference and submission contained in the Reply is denied save and except those specifically admitted herein. Nothing stated in the Reply shall be deemed admitted by reason of non-traverse or otherwise. The contents of the Complaint, together with all annexures thereto, are reaffirmed, relied upon and not reproduced for the sake of brevity.*
28. *That in response to the contents of paragraph 1 of the Reply, it is submitted that any suggestion therein that the incorporation of "Petjio World Private Limited" on 8 May 2025 subsequent to both the registration of the disputed domain name (11 January 2025) and the Complainant's cease and desist notice (25 March 2025), confers legitimacy upon the disputed domain name is specifically denied.*
29. *That the contents of paragraph 2 of the Reply do not require any reply.*
30. *That the contents of paragraph 3 of the Reply are denied. The alleged reservation claimed by the Respondent is procedurally impermissible. It is reiterated that the purported reservation cannot operate as a licence for the*



Respondent to plead bare conclusions without filing cogent and unimpeachable documentary evidence corroborating the same.

31. *That the contents of paragraph 4 of the Reply are wrong and denied. The Complaint sets out a clear, specific and documented case under each of the three cumulative elements of Paragraph 4 of the INDRP Policy. The Respondent's bald, bare and self-serving denial of the contents of the Complaint, has been specifically traversed in the Preliminary Submissions above.*

32. *That the contents of paragraph 5 of the Reply are wrong, misconceived and denied. It is reiterated that the doctrine of RDNH is reserved for cases in which a complainant invokes the Policy mala fide against a respondent of whom the complainant knows it to have legitimate rights, or where the complaint is so devoid of merit and so vexatiously framed that it amounts to an abuse of the Policy. The present case bears none of those features. The Complainant is the proprietor of a well-known trademark JIO; the disputed domain name reproduces that mark in its entirety; and the Complainant's consistent pattern of enforcement against JIO-formative cybersquatting is precisely the conduct of a vigilant trademark proprietor protecting its statutory and common law rights, and not the conduct of an abusive complainant.*

33. *That the contents of paragraph 6 of the Reply are wrong and denied. The Complaint has discharged each of the three cumulative requirements under Paragraph 4 of the INDRP Policy as demonstrated in the Complaint and reaffirmed in the Preliminary Submissions above.*



34. *That the contents of paragraph 7 of the Reply are wrong and denied. It is submitted that the alleged claims made by the Respondent are post-facto self-characterisation that finds no support in the Respondent's own contemporaneous material. Further, assuming without admitting that the claims of subsequent multi-service offerings (boarding, grooming, veterinary, online consultation, paravet, training, dog walking, day boarding, pet marketplace, NGO fundraising, petabuse reporting, digital pet health records) are true, the same in any event do not establish bona fide use of the disputed domain name prior to notice of dispute.*
35. *That the contents of paragraph 8 of the Reply are wrong, misconceived and denied. The disputed domain name <petjio.in> reproduces the Complainant's well-known JIO mark in its entirety; the addition of the descriptive English prefix "pet" and the country-code Top-Level Domain ".in" does not eliminate confusing similarity. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*
36. *That the contents of paragraph 9 of the Reply do not require any reply.*
37. *That the contents of paragraph 10 of the Reply are wrong and denied. The simultaneous registration of <petjio.in> on 11 January 2025 and <petjioworld.com> on 16 January 2025 evidences a calculated and dishonest strategy directed to unlawfully take advantage of the Complainant's well-known JIO mark. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*
38. *That the contents of paragraph 11 of the Reply are wrong and denied. The Respondent's submission that it did not acquire <petjio.com>, and that the said domain is being held by an unrelated third party, and / or that it is*



presently listed for sale on a GoDaddy domain brokerage page, is completely irrelevant to the present lis. Bad faith under Paragraph 7 of the Policy is to be assessed in respect of the disputed domain name registered and used by the Respondent, and not in respect of what other domain names the Respondent did not register. The DPIIT Startup India recognition (Annexure R-8), pleaded as an alleged "quasi-statutory acknowledgment" by the Union Government, is, irrelevant to the trademark and bad-faith enquiry. The DPIIT certificate is an industrial-promotion measure under the Startup India scheme; it does not adjudicate trademark rights and it expressly does not authorise infringement of pre-existing third-party marks. The Government of India has, through the Trade Marks Registry, registered Complainant's JIO mark and its formatives in various classes long prior to the Respondent's alleged adoption. It is a settled principle of law that no amount of subsequent use or investment or promotion can purge the dishonest and mala fide adoption. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.

39. That the contents of paragraph 12 of the Reply and each of its sub-paragraphs (a), (b) and (c) are wrong, misconceived and denied.
- (i) Sub-paragraph (a) misstates the conduct of a "genuine cybersquatter"; cybersquatters do not necessarily acquire the most valuable variant of every formative, they exploit country-code TopLevel Domain and second-tier variants precisely because they target a geographic or sectoral subset of the trademark proprietor's consumer base, in this case the Indian consumer base addressed through the ".in" country-code Top-Level Domain.



- (ii) *Sub-paragraph (b) misstates the legal effect of a third-party listing of <petjio.com> on a brokerage platform. The listing has no bearing on whether the Respondent registered and used <petjio.in> in bad faith.*
- (iii) *Sub-paragraph (c) is a self-serving characterisation directly contradicted by the Respondent's own contemporaneous documents, more particularly the 27 March 2025 Facebook post and the 23 May 2025 admission that the platform was "being built".*

The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.

40. *That the contents of paragraph 13 of the Reply and each of its sub-paragraphs (a) to (h) are wrong, misleading and denied, save to the limited extent that the Respondent admits, on its own document, that the substantive build-out of its platform occurred after the registration of the disputed domain name and substantially after the Complainant's cease and desist notice of 25 March 2025. The earliest documented Facebook activity (26 February 2025) is a generic festival greeting, not an offering of services through the disputed domain name. The timestamp of 1 May 2025 (Annexure R-5) post-dates the ceaseand-desist notice. The 6 May 2025 community engagement post (Annexure R-6) post-dates the cease-and-desist notice. The Certificate of Incorporation of 8 May 2025 (Annexure R-7) post-dates the ceaseand-desist notice. The DPIIT recognition of 13 June 2025 (Annexure R- 8) post-dates the cease-and-desist notice and does not adjudicate trademark rights. The press coverage (Annexure R-9) is self-generated promotional outreach. The trademark applications (Annexure R-10) were filed on a "proposed to be used" basis and are pending examination with the Trade Marks Registry, and accordingly cannot confer rights under the Policy. The contents of the*



Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.

41. *That in response to the contents of paragraph 14 of the Reply, it is submitted that the Respondent's reply to Complainant's cease-and-desist notice denied similarity but did not claim any actual prior use of the impugned mark, a glaring omission which is itself dispositive against the Respondent's present plea of pre-notice bona fide use. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*

42. *That the contents of paragraph 15 of the Reply are wrong, misleading and denied. The 27 March 2025 Facebook post relied upon by the Respondent, far from being "decisive proof of the absence of bad faith", contains the Respondent's own contemporaneous written admission of "phonetic closeness" to the Complainant's mark; a derisive characterisation of the Complainant as the "younger brother of #Jamtara" and the "Large one trying to eat new born pups"; an instruction to the audience to keep the matter quiet ("Susssshhhhhh!!!"). The submission that "cybersquatters do not openly post about phonetic concerns to their own audience" is rhetorically attractive but factually inverted: the Respondent did not disclose phonetic similarity, it acknowledged it, mocked the Complainant, and continued the dishonest and mala fide impugned use. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*

43. *That the contents of paragraph 16 of the Reply are wrong and denied. The Complainant's awareness of the disputed domain name <petjio.in> and of the incorporation of "Petjio World Private Limited" arose only in the first week of January 2026, not in March 2025, and the present Complaint was filed*



promptly thereafter on 16 February 2026. There has been no acquiescence in any manner whatsoever. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.

44. *That the contents of paragraphs 17 and 18 of the Reply, to the extent they set out the three cumulative elements under Paragraph 4 of the INDRP Policy, are matters of record. The submission that the Complaint fails on each and every of the said elements is specifically denied; the Complaint succeeds on each element, as demonstrated in the Complaint and reaffirmed in the Preliminary Submissions above. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*
45. *That the contents of paragraph 19 of the Reply and each of its sub-paragraphs (a) to (d) are wrong, misconceived and denied. The "composite, non-severable mark" plea is contrary to the settled threshold test for confusing similarity, which requires only that the Complainant's mark be recognisable within the disputed domain name. The "wholly different goods, services and trade channels" plea is contrary to the well-known status of the JIO mark, contrary to the Complainant's own activities in the animal-care vertical through JIOGAUSAMRIDDHI, and contrary to the digital character of the Respondent's own offering. The "different consumer base" plea is devoid of any merit. The JIO mark is well-known and a household name across every demographic and tier of the Indian consumer base, including the "Millennials and Gen Z residents of Tier 1 or Tier 2 India". The "no likelihood of confusion" conclusion is the Respondent's self-serving characterisation, contrary to the visual evidence of the impugned logo, contrary to the Respondent's own admission of "phonetic closeness" in the 27 March 2025 Facebook post, and contrary to the test laid down by the Hon'ble Supreme*



Court of India in Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd., (2004) 6 SCC 145. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.

46. *That the contents of paragraph 20 of the Reply are wrong and denied. The Respondent's reliance and interpretation of judicial precedents is misplaced and incorrect. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*
47. *That the contents of paragraph 21 of the Reply and each of its sub-paragraphs (i), (ii) and (iii) are wrong, misconceived and denied. It is reiterated that the Respondent satisfies none of the three illustrative limbs of Paragraph 6 of the INDRP Policy. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*
48. *That the contents of paragraph 22 of the Reply and each of its sub-paragraphs (i) to (vii) are wrong, misconceived and denied. It is reiterated that none of the purported factors pleaded in paragraph under response, individually or cumulatively, confers any alleged rights or legitimate interests upon the Respondent. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*
49. *That the contents of paragraph 23 of the Reply, including the reliance upon the principles set out in Oki Data Americas, Inc. v. ASD, Inc., WIPO Case No. D2001-0903, are wrong and denied. It is reiterated that the Oki Data principles have no application to the facts of the present matter. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*



50. *That the contents of paragraph 24 of the Reply, including each of its sub-paragraphs (a) to (d) are wrong, misconceived and denied. It is reiterated that the illustrative indicia enumerated under Paragraph 7 of the INDRP Policy are not exhaustive; bad faith may arise in circumstances other than those expressly enumerated, and the cumulative facts and circumstances of the present matter overwhelmingly establish it. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*
51. *That the contents of paragraph 25 of the Reply and each of its sub-paragraphs (a) and (b) are wrong, misconceived and denied. It is reiterated that upon a proper reading of both the 27 March 2025 Facebook post and the DPIIT Startup India recognition, bath faith on part of the Respondent is squarely established. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*
52. *That the contents of paragraph 26 of the Reply are wrong and denied. The Complainant has discharged that burden of proof through specific pleadings supported by extensive documentary evidence, including, the Respondent's own contemporaneous documents at Annexures R-4 and R-10. In any event, the present case is not one of "mere phonetic similarity", it is one of complete textual subsumption of the Complainant's well-known mark within the disputed domain name, coupled with the Respondent's own contemporaneous written admission of phonetic closeness. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.*

53. *That in response to the contents of paragraph 27 of the Reply, it is reiterated that the alleged reservation claimed by the Respondent is procedurally*



impermissible. It is further reiterated that the purported reservation cannot operate as a licence for the Respondent to plead bare conclusions without filing cogent and unimpeachable documentary evidence corroborating the same. Further, the submissions purportedly reserved on Sections 34 and 35 of the Trade Marks Act, 1999 are, in any event, inapplicable on the facts of the present case, Section 34 protects prior continuous user, which the Respondent admittedly does not have; and Section 35 protects bona fide use of one's own name, address or description of the character or quality of one's goods or services, which the impugned "Petjio" mark plainly is not. The contents of the Preliminary Submissions are relied upon and reaffirmed and are not being repeated for the sake of brevity.

54. *That the contents of paragraph 28 of the Reply (Prayer) are wrong, misconceived and denied. Each of the reliefs sought is liable to be rejected.*

PRAYER

55. *In view of the foregoing facts, submissions and supporting material, the Complainant respectfully prays that this Hon'ble Tribunal may be pleased to:*

- a) allow the Complaint and direct that the disputed domain name <petjio.in> be transferred forthwith to the Complainant, without any cost or consideration;*
- b) award costs of the present proceedings to the Complainant; and*
- c) pass such further or other order(s) as this Hon'ble Tribunal may deem just and proper in the facts and circumstances of the present case, in the interest of justice.*

Prayed Accordingly.



Reliance Industries Limited

Through

(Ankit Sahni)
Advocate
Ajay Sahni & Associates,
Counsels for the Complainant
31/42 Punjabi Bagh West,
New Delhi 110026, India

Date: 15th May 2026

List Of Annexures in Support of Rejoinder

S.No.	Particulars
R	<i>Extracts of Trade Marks Journal No. 2250 dated 02 March 2026 wherein the Complainant's 'JIO' mark was published in the official list of wellknown trademarks under Well-Known registration No. 816975</i>
S	<i>Copy of the order dated 10 July 2025 passed by the Hon'ble Delhi High Court in Reliance Industries Limited v. Pawan Kumar Gupta & Ors., CS(COMM) 675/2025</i>
T	<i>Screenshot taken from the website of the Respondent</i>
U	<i>Copy of the Complaint filed under Section 16 of the Companies Act, 2013 before the Registrar of Companies by the Complainant challenging the adoption of the Respondent's corporate name</i>



"AFFIDAVIT OF MR. MOHIT MARU, ADVOCATE S/O SH. BHURSINGH MARU, AGED 25 YEARS, HAVING OFFICE AT 31/42, PUNJABI BAGH WEST, NEW DELHI- 110026

I, the above-named deponent do hereby solemnly affirm and declare as under:

- 1. That I am one of the Counsels for the Complainant in the captioned matter and as such I am duly competent to swear the present affidavit.*
- 2. That in compliance of the order dated 05.05.2026 passed by this Ld. Tribunal, the complete rejoinder along with the supporting documents filed on behalf of the Complainant in the response to the reply filed by the respondent in the captioned matter, have been dispatched to the addresses of the Respondent and the Ld. Tribunal via speed post on 15.05.2026. The speed post receipts dated 15.05.2026 towards proof of the same are enclosed with my present affidavit.*
- 3. That the contents of my present affidavit are true and correct to my knowledge and belief and nothing material has been concealed therefrom.*

DEPONENT

VERIFICATION:

Verified at New Delhi on this the 15th day of May 2026 that the contents of Paragraphs 1 to 3 of my affidavit are true and correct. No part of it is false, and nothing material or irrelevant has been concealed therefrom.

DEPONENT"



and subsequently, the hard copy thereof was received by this Tribunal on **16.05.2026** together with a Compact Disc containing soft copies of the Rejoinder and Annexures in PDF format. The same was also taken on record.

In view of the aforesaid, the pleadings stood completed.

The Parties were directed to file their respective Admission/Denial of Documents on or before **18.05.2026**. Hard copies thereof shall also be filed with this Tribunal along with an Affidavit of Service.

The Parties were further directed to file their respective Evidence by way of Affidavit, duly in compliance with the provisions of the Bharatiya Sakshya Adhinyam, 2023, on or before **20.05.2026**. Hard copies thereof shall also be filed with this Tribunal along with an Affidavit of Service.

The next date of hearing was fixed on **21.05.2026** at **4:00 pm** for further proceedings/Orders.

G. ARBITRATION PROCEEDINGS HELD ON 19.05.2026

The matter was taken up 'suo motu' by the Tribunal.

This Tribunal was of the considered view that, for the expeditious, speedy and focused adjudication of the present Arbitral Proceedings, the Parties were directed to file their respective proposed "*Issues*", for the assistance of this Tribunal, along with their Evidence by way of Affidavit, on or before **20.05.2026**, so that appropriate orders on the framing of "*Issues*" may be passed.

The matter was to be taken on the date of hearing was fixed i.e. **21.05.2026** at **4:00 pm** for further proceedings/Orders.

H. ARBITRATION PROCEEDINGS HELD ON 20.05.2026

The matter was taken up 'suo-motu' by this Tribunal.



After appreciation of the pleadings and documents submitted by the Parties, this Tribunal was of a view that the adjudication of the dispute of the present Arbitration Proceedings can be effectively made only when the complete trial was allowed.

Up to this stage, the Parties were already directed to file their respective Evidence by way of Affidavits, however, for the fair adjudication, to the opinion of this Tribunal, the Evidences by way of Affidavits of the Parties were required to be tested, accordingly, this Tribunal was of a view that the opportunity of the '*cross examination*' be allowed to the Parties and that can be effectively done only when the further proceedings be allowed to held personally in physical mode.

After the completion of the stage of Evidences, the final arguments be also heard personally in physical form.

After considering all these and also considering the INDRP Rules wherein only **two (2)** personal hearings are allowed, this Tribunal directed that the further proceedings as observed herein, shall be held personally in physical mode for which the dates shall be notified separately.

For the place of the proceedings for personal physical hearing, this Tribunal was of a view that in terms of INDRP Rules, same can be held at the notified address of the Ld. Arbitrator as furnished to .IN registry but considering that the chamber of the Ld. Arbitrator is an Advocate's office and the same may lead to an injury to the '*confidentiality*' of the Arbitration Proceedings, if allowed to be held at the Ld. Arbitrator's chamber, accordingly, this Tribunal expected from the Parties to suggest an appropriate place for the further proceedings at Delhi, at the cost of

the Parties.



The Registry of NIXI was also requested to suggest a place for further proceedings at its own office or any other place at the costs of the Parties.

Considering the timeline of **sixty (60) days** available with this Tribunal to conclude the proceedings, it was expected that the response on this be filed with this Tribunal latest by **21.05.2026 by 5 pm** and in case the same was not filed, this Tribunal shall take the decision at its own end in consultation with the NIXI.

It is made clear that the expenditures and costs of the proceedings for personal physical hearing shall not, in any manner, be borne either by this Tribunal or by NIXI.

**I. ARBITRATION PROCEEDINGS HELD ON 21.05.2026 AND
DELIVERED ON 25.05.2026**

In compliance of the Order dated **16.05.2026** passed by this Tribunal, the Complainant, on **18.05.2026** at **11:13 AM**, filed the soft copy of the Admission/Denial of Documents, contents of which are reproduced hereinbelow:

**“ADMISSION / DENIAL OF DOCUMENTS FILED ON BEHALF OF THE
RESPONDENT**

1. That in compliance of the directions passed by this Hon'ble Tribunal vide order dated 16.05.2026, the Complainant is admitting or denying the documents filed by the Respondent along with its Reply as under:

<i>S. No.</i>	<i>Documents filed by the Respondent</i>	<i>Admission / Denial on behalf of the Complainant</i>
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1.	<i>Board Resolution dated 8 May 2026 authorising Mr. Pratik Sen and Rizwan Khan to defend the present proceedings</i>	<i>Denied for want of knowledge</i>
2.	<i>Domain Registration Form for petjio.in dated 11.01.2025 and Invoice No. 40403607 dated 11.01.2025 issued by One.com.</i>	<i>Denied for want of knowledge</i>
3.	<i>Invoice No. 40442845 dated 16.01.2025 issued by One.com for petjioworld.com.</i>	<i>Denied for want of knowledge</i>
4.	<i>GoDaddy.com listing page and parked-domain page evidencing third-party ownership of petjio.com and its current secondary-market listing at a broker service fee of USD 6,999</i>	<i>Denied for want of knowledge</i>
5.	<i>Bundle of dated, public Facebook posts by/on behalf of PetJio (and personal page of Mr. Pratik Sen) for the period March 2025 to April 2026</i>	<i>Denied for want of knowledge</i>
6.	<i>File-manager screenshot evidencing .htaccess timestamp</i>	<i>Denied for want of knowledge</i>



	<i>01:05:04 hrs on 01.05.2025 for the petjio.in hosting environment</i>	
7.	<i>Public Facebook post(s) dated 06.05.2025 inviting community participation at www.petjio.in</i>	<i>Denied for want of knowledge</i>
8.	<i>Certificate of Incorporation of Petjio World Private Limited dated 08.05.2025, CIN U96092WB2025PTC279265</i>	<i>Denied, as being contested by the Complainant before the Registrar of Companies</i>
9.	<i>Certificate of Recognition issued by DPIIT, Government of India, dated 13.06.2025, Certificate No. DIPP207807</i>	<i>Denied for want of knowledge</i>
10.	<i>Independent press coverage including BusinessReviewLive feature on Petjio's seed-funding round (April 2025)</i>	<i>Denied for want of knowledge</i>
11.	<i>Trademark applications, Trade Marks Registry status reports, and Reply to Examination Report for the marks PETJIO and PETJIO (Device)</i>	<i>Existence admitted since the same are public records; however, contents denied being subject to challenge by the Complainant</i>
12.	<i>Cease & Desist communication dated 25.03.2025 and the Respondent's reply dated</i>	<i>Admitted</i>



	<i>28.03.2025 (sent to RIL's IP Legal team and Ms. Sarita Joglekar, with the Trade Marks Registry offices in copy)</i>	
13.	<i>Corporate identity proofs (PAN, MoA/AoA, etc.) of Petjio World Private Limited</i>	<i>Denied, as being contested by the Complainant before the Registrar of Companies</i>
14.	<i>LinkedIn post index and supporting communications evidencing brand presence and continuous use</i>	<i>Denied for want of knowledge</i>
15.	<i>Representative screenshots of the Petjio mobile application interface, login pages, onboarding screens, branding assets, and marketplace/store interface evidencing independent development, branding investment, and bona fide commercial use of the Petjio platform</i>	<i>Denied for want of knowledge</i>



Reliance Industries Limited

Through

(Ankit Sahni)

*Advocate Ajay Sahni & Associates,
Counsels for the Complainant*

31/42 Punjabi Bagh West,
New Delhi 110026, India

Date: 18th May 2026"

and subsequently, the hard copy thereof was received by this Tribunal on **19.05.2026** along with the Affidavit of Service dated **18.05.2026**, contents of which are reproduced hereinbelow:

"AFFIDAVIT OF MR. MOHIT MARU, ADVOCATE S/O SH. BHURSINGH MARU, AGED 25 YEARS, HAVING OFFICE AT 31/42, PUNJABI BAGH WEST, NEW DELHI- 110026

I, the above-named deponent do hereby solemnly affirm and declare as under:

- 1. That I am one of the Counsels for the Complainant in the captioned matter and as such I am duly competent to swear the present affidavit.*
- 2. That in compliance of the order dated 16.05.2026 passed by this Ld. Tribunal, the complete admission/denial of the documents filed on behalf of the Complainant in the captioned matter, have been dispatched to the addresses of the Respondent and the Ld. Tribunal via speed post on 18.05.2026. The speed post receipts dated 18.05.2026 towards proof of the same are enclosed with my present affidavit.*
- 3. That the contents of my present affidavit are true and correct to my knowledge and belief and nothing material has been concealed therefrom.*



DEPONENT

VERIFICATION:

Verified at New Delhi on this the 18th day of May 2026 that the contents of Paragraphs 1 to 3 of my affidavit are true and correct. No part of it is false, and nothing material or irrelevant has been concealed therefrom.

DEPONENT"

The same were taken on record.

Further on **18.05.2026** at **5:46 pm**, the Respondent filed the soft copy of the Statement of Admission and Denial of Documents, contents of which are reproduced hereinbelow:

"AFFIDAVIT/STATEMENT OF ADMISSION AND DENIAL OF DOCUMENTS ON BEHALF OF THE RESPONDENT

I, Pratik Sen, S/o Late Pran Kumar Sen, aged about 51 years, authorized signatory of the Respondent, Petjio World Private Limited, having its registered office at Block GP&EP Plot-X2, Arch Square, Sec V, Bidhan Nagar CK Market, North 24 Parganas, Salt Lake, West Bengal-700091, do hereby solemnly affirm and state as under:

1. Status and authority

1.1 I am the authorized signatory of the Respondent and am duly authorized and competent to make this statement of admission and denial on its behalf. I am conversant with the facts and circumstances of the present arbitration and with the records and documents of the Respondent relevant to this matter.

2. Documents examined

2.1 I say that the Complainant has filed various documents along with its INDRP Complaint and Amended Complaint concerning the domain name



www.petjio.in, supported by a compiled list of annexures marked A to Q. I have perused the said list of documents.

2.2I further state that the Complainant has filed a Rejoinder dated 15 May 2026 together with additional annexures marked, R to U in support thereof.

2.3I have, for the purposes of this statement gone through the documents as described in the Complainant's indices of annexures to the Complaint and Rejoinder and have recorded the Respondent's admission/denial in relation to each such document in the table below.

3. PART A – DOCUMENTS ANNEXED TO THE COMPLAINT

(As described in the Complainant's "List of Annexures" A to Q in support of the Amended Complaint.)

S. No.	Annexure/ Description (as per Complainant)	Statement as to correctness of contents	Statement as to existence of contents	Statement as to execution/issuance/receipt	Statement as to custody	Page No.
1	Annexure A – Copy of Whois query results for the domain <i>www.petjio.in</i>	Denied save and except that the WHOIS record is admitted	Admitted to the limited extent that a WHOIS extract for the domain	Not applicable, being a system-generated	Denied; the original electronic WHOIS record is	34 - 38



		<p>only to the extent it reflects technical registry information on record with the concerned registrar / registry as of the date of extraction; all characterizations, inferences and submissions drawn by the Complainant from the said document are</p>	<p>www.petjio.in exists as a matter of public record with the concerned registry/registrar.</p>	<p>ed record.</p>	<p>with the concerned registry/registrar and not in the Complainant's custody.</p>	
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		<i>specifically denied.</i>				
2	<i>Annexure B – Copy of the privacy policy as extracted from the impugned domain www.petjio.in</i>	<i>Denied; the Respondent does not admit that the copy placed on record is a complete, accurate or up-to-date reproduction of any privacy policy displayed on its website at any given point of time, nor does it admit any characterisation or inference</i>	<i>Denied. The precise wording, dates and context of the extract filed by the Complainant are not admitted.</i>	<i>Denied. Any online publication, if any, speaks for itself and is subject to change over time.</i>	<i>Admitted to the limited extent that the underlying website content, to the extent actually hosted by the Respondent, is under the Respondent's technical control; the particular printout/extract produced by the Complain</i>	<i>39 - 45</i>



		<i>sought to be drawn therefrom.</i>			<i>ant is not admitted to be in the Respondent's custody.</i>	
3	<i>Annexure C – Domain Name Registration Agreement – Ascio Technologies, Inc.</i>	<i>Denied for want of specific knowledge, in so far as it is produced as a generic or third-party document and is not shown to be the actual operative agreement governing the registration of www.petjio</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied. No admission is made that the Respondent has executed or is bound by the particular document placed on record.</i>	<i>Denied. The alleged document, if any, is not in the Respondent's custody.</i>	<i>46 - 49</i>



		<i>.in as between the Respondent and the concerned registrar.</i>				
4	<i>Annexure D – IN Dispute Resolution Policy and Rules of Procedure (INDRP and Rules)</i>	<i>Admitted. The legal effect and interpretation of the INDRP are however, matters of law and are specifically reserved and not admitted.</i>	<i>Admitted given that an INDRP and Rules of Procedure are published by .IN Registry / NIXI as public documents.</i>	<i>N/A</i>	<i>Denied. The authoritative text is maintained by the issuing authority, not by the Complainant.</i>	<i>50 - 68</i>
5	<i>Annexure E – Extracts from Complainant’s Annual Report for FY 2023–24</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>69 - 78</i>



6	Annexure F – Material relating to Complainant’s “Jiogausamriddhi” services as available at www.jiogausamriddhi.com	Denied for want of specific knowledge. The Respondent does not admit the correctness, completeness, or current status of any third-party website content or the characterization of such content by the Complainant.	Denied for want of specific knowledge.	Denied for want of specific knowledge.	Denied for want of specific knowledge.	79 - 83
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7	<i>Annexure G – Illustrative list of various “JIO” trademarks owned by the Complainant in India</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	84 - 87
8	<i>Annexure H (Colly.) – Copies of registration certificates of various “JIO” marks owned by the Complainant</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied.</i>	88 - 10 3
9	<i>Annexure I – Order dated 23 August 2021 in Reliance Industries Limited & Anr. v. Ashok Kumar, Commercial IP Suit (L) No. 14473 of 2021, High Court of Bombay</i>	<i>Admitted only to the extent that it is an order of the Hon'ble Bombay High Court and a public document. All submission</i>	<i>Admitted as to existence, as a court order available on official/judicial record.</i>	<i>N/A</i>	<i>N/A</i>	10 4- 11 1



		<p>s, interpretations and reliance placed by the Complainant upon such order, including any alleged declaration of well-known status or its applicability to the Respondent, are specifically denied.</p>				
10	<p>Annexure J – Extracts of the impugned domain name www.petjio.in (website</p>	<p>Denied to the extent that the Respondent does not admit that the</p>	<p>Admitted only to the extent that the Respondent has operated a</p>	N/A	<p>Admitted only to the extent that the underlying live website, to</p>	<p>11 2- 11 9</p>



	<i>screenshots / pages)</i>	<i>screenshot s produced by the Complainant are authentic, complete, contemporaneous or accurately reflective of the website content at the relevant times, nor does it admit any characterisation or allegation based thereon.</i>	<i>website resolving from www.petjio.in. The specific images and dates of capture in Annexure J are not admitted.</i>		<i>the extent controlled by the Respondent, is within its technical control.</i>	
11	<i>Annexure K – Copy of cease and desist notice dated 25 March</i>	<i>Denied. The correctness of the</i>	<i>Admitted as to existence of a notice</i>	<i>Admitted to the limited extent of</i>	<i>Admitted to the extent that a copy of</i>	<i>12 0-</i>



	<i>2025 sent by the Complainant to the Respondent</i>	<i>recitals, allegations and legal contentions is specifically denied.</i>	<i>dated 25 March 2025 issued by or on behalf of the Complainant.</i>	<i>receipt by the Respondent.</i>	<i>the notice is retained in the Respondent's records.</i>	<i>124</i>
<i>12</i>	<i>Annexure L – Copy of the reply dated 27 March 2025 sent by the Respondent in response to the Complainant's notice</i>	<i>Admitted to the extent that the text corresponds to the reply caused to be sent on behalf of the Respondent on 27 March 2025.</i>	<i>Admitted as to existence of such reply.</i>	<i>Admitted to the extent of issuance by or on behalf of the Respondent to the Complainant.</i>	<i>Admitted. The Respondent maintains its own copies of such correspondence.</i>	<i>125-127</i>
<i>13</i>	<i>Annexure M – Decision in Satyam Infoway Ltd. v. Sifynet</i>	<i>Admitted only to the extent that it is a</i>	<i>Admitted as to existence as a</i>	<i>N/A</i>	<i>N/A</i>	<i>128-141</i>



	<i>Solutions Pvt. Ltd. 2004 (3) AWC 2366 SC</i>	<i>reported judgment of the Hon'ble Supreme Court of India and a public document. Any interpretation or application thereof to the present facts as advanced by the Complainant is specifically denied.</i>	<i>reported judgment.</i>			
14	<i>Annexure N – Decision in Morgan Stanley v. Bharat Jain, NIXI Sole</i>	<i>Admitted only to the limited extent that it is an arbitral</i>	<i>Admitted as to existence as an arbitral</i>	<i>N/A</i>	<i>N/A</i>	<i>14 2- 15 0</i>



	Arbitrator, 28 October 2010		decision available on record. The relevance, correctness and applicability of the reasoning to the present case are denied.	award/decision.			
15	Annexure (Colly.) Decisions Yahoo! Inc. v. Akash Arora & Anr. and Rediff Communication Ltd. v. Cyberbooth & Anr.	O – in v. & v. &	Admitted only to the extent that they are reported judgments and public documents. All legal conclusions alleged to flow from them in the context of	Admitted as to existence as court judgments.	N/A	N/A	15 1- 16 5



		<i>the present arbitration are denied.</i>				
16	<i>Annexure P – Copy of Bank Transfer Receipt towards payment of INDRP fee</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>N/A</i>	<i>N/A</i>	<i>16-16-17</i>
17	<i>Annexure Q – Power of Attorney executed in favour of the Complainant's counsel in these proceedings</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>16-17-1</i>

3. PART B – DOCUMENTS ANNEXED TO THE REJOINDER

(As described in the Complainant's "List of Annexures" in support of Rejoinder" including Annexures R, S, T and U.)

<i>S.No.</i>	<i>Annexure/ Description (as per Complainant)</i>	<i>Statement as to correctness of contents</i>	<i>Statement as to existence of contents</i>	<i>Statement as to execution/ issuance/ receipt</i>	<i>Statement as to custody</i>	<i>Page No.</i>



18	<i>Annexure R – Extracts of Trade Marks Journal No. 2250 dated 02 March 2026 showing Complainant's "JIO" mark in the official list of well-known trademarks under Well-Known Registration No. 816975</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	<i>Denied for want of specific knowledge.</i>	34-36
19	<i>Annexure S – Order dated 10 July 2025 passed by the Hon'ble Delhi High Court in Reliance Industries Limited v. Pawan Kumar Gupta & Ors.</i>	<i>Admitted, only to the extent that it is an order of the Hon'ble Delhi High Court and a public document. The correctness of any factual findings as applied to the Respondent, and the applicability of any observations to the present arbitration, are denied.</i>	<i>Admitted as to existence as a judicial order.</i>	<i>N/A</i>	<i>N/A</i>	37-59
20	<i>Annexure T – Screenshot taken from the website of the Respondent at petjio.in</i>	<i>Denied. The Respondent does not admit that the screenshot produced is</i>	<i>Denied. The Respondent does not admit that the screenshot produced is complete as actually</i>	<i>Not applicable as to execution. The content, if any,</i>	<i>Admitted to the limited extent that the live website, where under</i>	60-61



	<i>(branding "Petjio! LET'S PET", etc.)</i>	<i>complete as actually displayed at any specific point in time.</i>	<i>displayed at any specific point in time.</i>	<i>speaks for itself and is dynamic.</i>	<i>Yes: Respondent's control, is in the Respondent's technical custody.</i>	
21	<i>Annexure U – Complaint under Section 16 of the Companies Act, 2013 filed by the Complainant before the Registrar of Companies / Regional Director seeking change of name of "Petjio World Private Limited", together with its internal annexures and list of annexures</i>	<i>Denied. All allegations, recitals and legal submissions contained therein, including any assertion that the Respondent's name infringes or is deceptively similar to the Complainant's marks, are specifically denied.</i>	<i>Admitted as to existence of such complaint/proceedings having been initiated by the Complainant against the Respondent.</i>	<i>Admitted only to the extent that the complaint has been filed by the Complainant naming the Respondent.</i>	<i>Admitted to the extent that the Respondent has a copy of the complaint in its records.</i>	62-86

4. I state that the statement of admission/denial as stated above is true and correct to the best of my knowledge and belief as per the information received from the records maintained by Petjio World Pvt. Ltd.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 18 day of May 2026 that the contents of the above affidavit are true to my knowledge derived from the official records and on the basis of the information received by me and believed to be correct. No part of it is false and nothing material has been concealed therefrom.

DEPONENT

and subsequently, the hard copy thereof was received by this Tribunal on **21.05.2026** along with the Affidavit of Service dated **18.05.2026**, contents of which are reproduced hereinbelow

"AFFIDAVIT OF SERVICE OF STATEMENT OF ADMISSION AND DENIAL OF DOCUMENTS ON BEHALF OF THE RESPONDENT.

I, Pratik Sen, son of Late Pran Kumar Sen, aged about 51 years, Director of Petjio World Private Limited, having its registered office at Block GP&EP Plot-X2, Arch Square Sector V, Bidhan Nagar CK Market, Saltlake, North 24 Parganas -700091, West Bengal, presently in New Delhi, do hereby solemnly affirm and state as under:

- 1. I am the Director and Authorised Representative of the Respondent Company and am duly authorised to swear this Affidavit on behalf of the Respondent.*
- 2. The Respondent has executed and filed its Affidavit of Admission and Denial of Documents (hereinafter referred to as the "Affidavit of Admission and Denial") in INDRP Case No. 2128.*



3. *In compliance with the applicable provisions of the INDRP Policy and the directions of this Learned Tribunal, the Respondent has duly caused service of the Affidavit of Admission and Denial upon the following:*
- (a) ***The Complainant:*** *Reliance Industries Limited via their counsel Ajay Sahni and Associates*
Mode of Service: *Speed Post/ DTDC*
Date of Service: *May 18, 2026*
Documents Served: *Affidavit of Admission and Denial of Documents.*
- (b) ***The Learned Sole Arbitrator /Tribunal:*** *Dr. Pankaj Garg, Senior Advocate, Supreme Court of India Learned Sole Arbitrator, INDRP Case No. 2128*
Mode of Service: *Speed Post/ DTDC*
Date of Service: *May 18, 2026*
Documents Served: *Affidavit of Admission and Denial of Documents.*
4. *The postal / speed post receipts evidencing dispatch of the above documents to the Complainant and to the Learned Sole Arbitrator are being annexed to and filed with this Affidavit of Service as proof of service.*
5. *Service upon both the Complainant and the Learned Tribunal has been effected within the timelines prescribed by the Learned Tribunal vide order dated 16.05.2026*
6. *This Affidavit is being filed to formally place on record the due and proper service of the Affidavit of Admission and Denial of Documents upon the Complainant and the Learned Sole Arbitrator in the present proceedings.*



VERIFICATION

The above-named deponent, do hereby verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge and belief and that nothing material has been concealed therefrom.

Verified at New Delhi on this 18 day of May 2026.

*Pratik Sen
Director
Petjio World Private Limited*

*Place: New Delhi
Date: 18 May, 2026"*

The same were also taken on record

Thereafter, on **19.05.2026** at **2:58 pm**, the soft copy of the Evidence Affidavit was received on behalf of the Complainant, with the Affidavit of Service dated **19.05.2026** which was received on **19.05.2026** at **5:48 pm**, contents of which are reproduced hereinbelow

"AFFIDAVIT OF RAJESH KUMAR S, S/O MR. P. SIVADASA KURUP, AGED ABOUT 53 YEARS, HAVING OFFICE AT MAKER CHAMBERS - IV, NARIMAN POINT, MUMBAI – 400021.

1. I state that I am the authorized signatory of the Complainant in the abovementioned matter and as such I am well conversant with the facts and circumstances of the present matter and duly competent to swear the present Affidavit.



2. *I state that the present evidence affidavit is being filed in compliance of the directions passed by this Ld. Tribunal vide order dated 16.05.2026.*
3. *I reiterate, reaffirm and adopt the contents of the Complaint and Rejoinder filed on behalf of the Complainant as well as the accompanying documents, the contents of which are not being repeated herein for the sake of brevity.*
4. *I state that in terms of Section 63 of the Bharatiya Sakshya Adhiniyam Act, 2023, I hereby declare that upon receiving instructions, I have printed the documents filed along with the Complaint and Rejoinder, which were downloaded on a computer system under my lawful control on 16.02.2026 and 15.05.2026 during my office hours.*
5. *I state that the relevant printouts of the said electronic records as printed by me using a canon printer which is regularly used by me in ordinary course of business of the Complainant have been filed along with the Complaint and Rejoinder on 16.02.2026 and 15.05.2026 respectively.*
6. *I state that during the aforesaid period the aforementioned computer system was operating properly and was used regularly to create, store and / or process information in regular and ordinary course of business of the Complainant.*
7. *I state that the said electronic records and their accuracy and contents have not been altered and tampered with in any manner whatsoever.*
8. *I state that the information contained in the printouts is an exact replica and has been produced from the original electronic record and therefore, reproduces the information contained on the electronic record therein.*
9. *I state that nothing material has been concealed in the Complaint, Rejoinder and my present affidavit.*



DEPONENT

VERIFICATION:

Verified at Mumbai on this the 18th day of May 2026 that the contents of my present affidavit are true and correct. No part of it is false and nothing material has been concealed therefrom.

DEPONENT"

"AFFIDAVIT OF MR. MOHIT MARU, ADVOCATE S/O SH. BHURSINGH MARU, AGED 25 YEARS, HAVING OFFICE AT 31/42, PUNJABI BAGH WEST, NEW DELHI – 110026

I, the above named deponent do hereby solemnly affirm and declare as under:

- 1. That I am one of the Counsels for the Complainant in the captioned matter and as such I am duly competent to swear the present affidavit.*
- 2. That in compliance of the order dated 16.05.2026 passed by this Ld. Tribunal, the complete Evidence Affidavit filed on behalf of the Complainant in the captioned matter, has been dispatched to the addresses of the Respondent and the Ld. Tribunal via speed post on 19.05.2026. The speed post receipts dated 19.05.2026 towards proof of the same are enclosed with my present affidavit.*
- 3. That the contents of my present affidavit are true and correct to my knowledge and belief and nothing material has been concealed therefrom.*



DEPONENT

VERIFICATION:

Verified at New Delhi on this the 19th day of May 2026 that the contents of Paragraphs 1 to 3 of my affidavit are true and correct. No part of it is false and nothing material or irrelevant has been concealed therefrom.

DEPONENT"

and subsequently, the hard copy thereof was received by this Tribunal on **20.05.2026**, the same were also taken on record.

Thereafter, on **20.05.2026** at **7:31 pm**, the soft copies of the Evidence Affidavit dated **20.05.2026** were received on behalf of the Respondent, along with the Affidavit of Evidence under the *Bharatiya Sakshya Adhinyam, 2023* and the Affidavit of Service dated **20.05.2026**, contents of which are reproduced hereinbelow:

"AFFIDAVIT OF EVIDENCE OF MR. PRATIK SEN

A. Introduction

- 1. I, Pratik Sen, son of Late Pran Kumar Sen, aged about 51 years, residing at 65A/2 Kendua Main Road, Kolkata-700084, presently in New Delhi, am the Director and Founder of the Respondent, Petjio World Private Limited.*
- 2. I am the promoter of the brand and platform "Petjio" and was the person who registered the disputed domain name www.petjio.in on 11 January 2025 through One.com, as reflected in the domain registration form and invoice as relied upon by the Respondent in the present proceedings.*

I am authorised by a Board Resolution of Petjio World Private Limited dated 8 May 2026 to represent and depose on behalf of the Respondent in the present



*INDRP arbitration, including to affirm witness evidence and supporting documents. A copy of the Board Resolution is annexed along with my response/counter claim to the Complainant's complaint ("**Response to the Compliant**") as Annexure R-1.*

4. *This witness statement is based on my personal knowledge and on the records, correspondence, registrations, and other documents of the Respondent, including those filed as Annexures R-1 to R-14 to the Reply / Counter Statement on behalf of the Respondent in INDRP Case No. 2128, and on the basis of documents in my custody, control and possession, as the authorized representative of the Respondent.*

B. Professional Background and Earlier Pet Care Experience

5. *I, Completed my schooling from Midnapur Collegiate School and my higher secondary education from BBI, Dharmanagar, Tripura. Thereafter, I enrolled in a Marine Radio Officer course at George Telegraph Institute, which I did not complete, and began my professional career as a sales representative at Eureka Forbes, selling vacuum cleaners door-to-door in Kolkata.*
6. *Over the years, I worked in multiple sales and managerial roles across South India, including in businesses involved in manufacturing water purifiers during the early growth phase of the Indian water purifier industry, and subsequently moved into the advertising and media industry.*
7. *Around 2002, I started my first entrepreneurial venture, "Media Mindscapes", an advertising and outdoor media agency based in Bangalore. The venture handled national and international campaigns, including global outdoor branding campaigns for the "Incredible India" tourism initiative at locations such as Times Square (New York), Charles de Gaulle Airport (Paris), and sites in London, Singapore, Dubai and other international locations.*



8. Subsequently, our agency entered the celebrity and sports management space, and was associated with endorsement and related work for various cricketers and celebrities, including Mahendra Singh Dhoni (shortly after India's first T20 World Cup victory), Suresh Raina, Harbhajan Singh, RP Singh and others, and for a brief period for actor John Abraham. We also launched an event property called "Kolkata Fashion Week (KFW)" which did not succeed commercially.
9. Alongside my professional work, I have always been a pet parent and animal lover. While residing in Bangalore with our pet dog, I personally experienced the serious gaps in trustworthy, hygienic and standardized pet boarding and pet care facilities, including poor hygiene standards, lack of accountability, inadequate space and absence of professional systems, despite having no real alternative options due to travel commitments.
10. My late daughter, Pratiksha Sen (affectionately called "Nanu"), first suggested proper pet boarding and pet care facility offering safe, loving, hygienic and emotionally secure treatment for pets. Around 2015-2016, acting on this idea, we started a premium pet boarding and daycare facility in Bangalore named "Elite K9 Club" (also referred to as Elite Canine Club"), which was operated on about half an acre of rented land with open play areas, hygiene protocols, swimming pool access, supervised care and comfortable boarding facilities, and which received positive feedback from pet parents. The Elite k9 club gained popularity and was my first venture into the pet-care space. A copy of news coverage in respect of the Elite K9 Club is annexed herewith as ANNEXURE-A.
11. The COVID-19 pandemic and nationwide lockdowns severely impacted my business. Due to factors such as migration away from Bangalore, drastic



reduction in footfall and the burden of large rental and staffing costs, I was compelled to shut down Elite Canine Club.

12. In 2022, I suffered the devastating loss of my daughter Pratiksha. After her passing, I withdrew from active professional life for almost two years and moved back to Kolkata, gradually regaining the will to engage in work only towards the end of 2024.

C. Respondent's demonstrable preparations to use 'Petjio': Conception of the Petjio and Philosophy behind the Name

13. Between November-December 2024, I began revisiting the conversations and vision that my daughter and I had shared about improving the pet care ecosystem in India. I realized that a single physical facility was geographically limited, whereas a technology-driven platform could create pan-India access, transparency and accountability for pet parents.

14. The concept evolved into a unified digital ecosystem bringing together verified pet service providers i.e., veterinarians, para-vets, groomers, boarders, trainers, walkers, pet taxis, pet sitters, NGOs and related service providers, on a single platform with defined quality standards and accountability mechanisms.

15. I discussed this idea with my long time mentor and associate, Mr. Satyajit Sen (former VP of Samsung India and former CEO in leading advertising networks such as Zenith Optimedia), my cousin Mr. Dipankar Dey (who has long-standing involvement in animal welfare activities in Kolkata), and Mr. Md. Shadab (with experience in technology and app development). They agreed to join the venture as co-founders,



16. During December 2024, we extensively brainstormed possible names for the platform. Because the platform was envisaged to serve not only dogs and cats but also birds, fish rabbits turtles and other household pets, we considered it essential that the word "Pet" form a direct and compulsory part of the brand identity so that the industry and purpose were immediately apparent.

17. In that context, we connected our philosophy to the commonly used Indian expression "जियो" / "Jeete Raho", used across several Indian languages, such as Bengali language (my mother tongue), as a blessing meaning "live well", "live long" or "prosper". We conceived the idea that "Petjio would create a uniquely Indian identity reflecting the wish that pets should "live and prosper better." On this basis, the coined term "Petjio" was independently conceived and finalized.

18. The adoption of "Petjio" was entirely connected to this philosophy, its emotional foundation (inspired by my late daughter) and the intended function of a pet-care ecosystem. At no stage was the name adopted with any intent to align with telecommunications or any sector associated with the Complainant or to derive any benefit from the Complainant's goodwill.

D. Respondent's legitimate interests in the domain name: Domain Registration, India-Focused Strategy and Corporate Incorporation

20. After finalizing the brand name, one of our first steps was to purchase a domain name to reflect the same. Considering our India-focused launch strategy, I registered the domain petjio.in on 11 January 2025 through One.com. The registration form and invoice (Order No. 9837974, Invoice No. 40403607 as annexed along with the Respondent's Response to the Compliant



as Annexure R-2 (colly), clearly record me as the registrant of petjio in at my Kolkata address.

21. A few days later, with a view to potential future global expansion (given the there is sufficient scope to scale this market globally), I registered petjioworld.com from the sin registrar as a companion domain. The invoice for the said purchase (Invoice No. 40442845) is annexed along with the Respondent's Response to Compliant as Annexure R-3.

22. The country-code top-level domain was deliberately chosen as a principled reflection India-only focus, consistent with our subsequent recognition as a 'Startup India' entity in the 'Pets & Animals' industry by the Department for Promotion of Industry and GOV Internal Trade (DPIIT), Government of India, annexed as Annexure R-8 in the Respondent's Response to the Complaint.

*23. Pursuant to our business plan, on 8 May 2025, the Respondent company, **Petjio World Private Limited**, was incorporated under the Companies Act, 2013, with CIN U96092WB2025PTC279265, specifically built around the Petjio identity. The Certificate of Incorporation is on record as Annexure R-7. Additionally, the Corporate Identity proofs (PAN, MOA/AoA etc.) of Petjio World Pvt. Ltd. is on record as Annexure R-12 to the Respondent's Response to Compliant.*

E. Branding, Trademark Applications and the Reliance Notice

26. After securing the domains, I developed the Petjio brand identity with the assistance of a freelance designer introduced by Mr. Md. Shadab. This resulted in the colourful "Petjio" logo along with the tagline "LET'S PET",



suggested by Mr. Dipankar Dey, intentionally designed to project a youthful, playful and emotionally warm identity suitable for pet parents across age groups. We chose the colour scheme such that it was playful and attractive, with every two letters in a different vibrant colour. No portion of the brand was highlighted in such a way as to bring attention to 'jio' as alleged by the complainant.

27. Subject to financial constraints as an early-stage startup, I filed trademark applications for "PETJIO" and the device mark in appropriate classes relating to pet-care services, as well as for a future in-app wallet and reward ecosystem under the coined name "PETCOIN" The status reports and filings are on record as Annexure R-10 (colly.).

28. Soon after these trademark applications were filed, I was surprised to receive a cease-and-desist communication dated 25 March 2025 from Reliance Industries Limited, objecting to the use of "PETIO" This notice, and the related email from the IP Counsel of Reliance, are part of Annexure R-11 (colly.).

29. The notice from such a large corporate entity was overwhelming for us as a newly formed startup with limited financial and legal resources. Nevertheless, within a short period and with formal legal assistance. I personally drafted and sent a detailed reply dated 27 March 2025, addressed to the IP Counsel of Reliance, explaining (a) the nature of our petcare business; (b) the independent conception and coined nature of "PETIO", (c) the pet-care industry focus and complete separation from telecommunications and digital connectivity; (d) the philosophy behind the name linked to "Jio"/"Jeete Raho" as a blessing for pets; and (e) the absence of any intention to create confusion with or ride on the goodwill of "JIO"



30. This reply was sent both by email and by physical post, with the Registrar of Trade Marks copied, and forms part of the Respondent's Annexure R-11 (colly.) in these proceedings.

31. After sending this response, no further communication was received for a considerable period. Having no legal background, acting in good faith I believed that the explanation had clarified our position, and therefore continued developing and operating the business openly and publicly under the Petjio identity.

F. Bona Fide Business Plans: Public Launch, and Market Outreach

32. I state at the outset that I had no mala fide intention to use the domain www.petjio.in in bad faith for the following reasons (i) I had no intention to sell/rent or otherwise to transfer the domain registration to any entity let alone the Complainant; (ii) I had no intention to prevent the Complainant from reflecting the mark in a corresponding domain name and have never had a pattern of such conduct; (iii) I have never intentionally or unintentionally attempted to attract Internet users to my website by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of my website or of a product or service on my website, and I have clearly not registered the domain name for the purpose of disrupting the business of the Complainant. I state that I am merely a startup owner trying to create my business while the Complainant is a corporate behemoth.



33. *My bona fides are evident from the efforts I have genuinely undertaken to launch my startup and secure funding for the same. I set out the same in detail below.*

34. *On 3 April 2025, I launched the website www.petjio.in. Prior to the launch, I had engaged copywriters and designers to prepare the website structure and content. The website introduced registration and waitlist functionalities for pet parents and service providers. The data evidencing the live, operational hosting infrastructure of the website is annexed as Annexure R-5 to the Respondent's Response to the Compliant.*

35. *From early 2025 onwards, I operated official social media identities on Facebook, Instagram, LinkedIn, X and other platforms under the 'Petjio' name, posting regular updates regarding product development and the upcoming launch. Public Facebook posts dating from March 2025 to April 2026, including our community-facing educational content under the "Breed Gyan" series and pet-abuse reporting, are on record as Annexure R-4 (colly.). My LinkedIn post index and communications evidencing brand presence and continuous use are also on record as Annexure R-13.*

36. *Parallely, I also started investor outreach activities. I approached multiple venture capital firms, angel investors, family offices, and startup ecosystem participants through LinkedIn, email, and direct communication. I also applied for startup recognition and support programs. A copy of screenshots of my messages to potential investors is annexed hereto as ANNEXURE B (Colly.).*

37. *On 6 May 2025, I publicly invited pet parents, veterinarians, groomers, walkers and boarding facilities to "join our community at www.petjio.in" and*



"Register now at www.petjio.in" through social media posts, which are specifically referred to in Annexure R-6 and R-4 (colly).

38. Slowly, my business started gaining traction, Independent media coverage, including a Business Review Live feature about Petjio's seed-funding outreach and positioning as a curated digital-first pet-care marketplace unifying boarding, grooming, training, veterinary consultations and adoption, was published in 2025 and is exhibited as Annexure R-9.

39. Petjio subsequently received DPIIT startup recognition in the pet-care and animal-services sector.

40. The Petjio ecosystem architecture comprised two interconnected applications, a pet-parent-facing app and a service-provider-facing app. These were designed to manage pet profiles, vaccination and medical history, behavioural data, grooming and boarding history, booking systems, emergency services, consultations and related services digitally.

41. Initially attempted app development through multiple freelance UI/UX designers and developers in different cities, but this model proved inefficient and expensive, leading us to subsequently engage a dedicated software development company, Digiflex AI, for end-to-end development support.

42. Through the website and independent research, I built a waitlist of more than 700 registered users, pet parents and service providers such as veterinarians, groomers, trainers, walkers, boarders and related businesses, from multiple Indian cities.

43. Expecting a reasonable demand, I simultaneously started onboarding efforts and market preparation activities in Pune because I understood that a



marketplace platform cannot launch successfully unless service providers are already available on the platform before user acquisition begins.

44. In relation to the above, I identified approximately 142 veterinary clinics and pet service providers in Pune and sent them physical letters on Petjio letterhead, explaining the platform concept and inviting them to meet me during the planned launch period in Pune. These letters contained QR-code-based WhatsApp integration enabling recipients to confirm receipt and request meetings, and I started receiving responses and acknowledgements through WhatsApp and calls. A copy of the letters sent by me to the veterinary clinics in Pune are annexed hereto as ANNEXURE C (Colly.).

45. To address accessibility challenges for elderly and non-technical pet parents. I conceptualized and developed an AI-based voice assistant and "emotional operating system" called "Nanu (named after my late daughter), as a multilingual conversational assistant integrated into the Petjio ecosystem to help users navigate the app, book services, access per history and manage pet-care through voice interactions in multiple Indian languages.

46. I state that it is very clear from the above that I never had any mala fide intention to use the domain www.petjio.com in bad faith and that I had no intention of exploiting the goodwill of the Complainant in any manner whatsoever. Additionally, I always had, and continue to have plans to scale my startup globally, once I am successful in India, and that was the only reason I also purchased and registered the domain name www.petjioworld.com

G. Subsequent legal Proceedings and Impact on the Venture

44. After substantial investment in branding, technology and operations under the Petjio name, to my utter shock, I became aware of proceedings initiated before the Regional Director under the Ministry of Corporate Affairs concerning the



company name "Petjio World Private Limited", pursuant to objections raised by the Complainant.

45. By this stage, I had already incorporated Petjio World Private Limited, opened bank accounts in the said name, obtained DPIIT recognition for 'Petjio', initiated DUNS registration for app-store deployment, developed branding assets and software architecture, built waitlists, commenced provider onboarding, and undertaken launch campaigns and other business-preparation activities. A copy of screenshots of the Petjio mobile application interface, login pages, onboarding screens, branding assets and marketplace/store interface evidencing independent development, branding investment and bona fide commercial use is already on record as Annexure R-14 (colly.).

46. Subsequently, proceedings under the .IN Domain Name Dispute Resolution Policy (INDRP) before NIXI concerning the domain petjio.in were initiated by the Complainant. Until receiving these communications, I had very limited understanding of the INDRP framework or domain-dispute procedures.

47. Notwithstanding this, on each occasion that I received any communication or objection, I responded promptly and in good faith to the best of my understanding. Basis my limited understanding, I filed the present Reply/Counter Statement on behalf of the Respondent. When I became aware that I was required to be represented by a lawyer in these proceedings I engaged a professional advocate.

H. Conclusion

49. Throughout this journey, my intention has been to build a genuine pet-care ecosystem aimed at improving standards, transparency, accessibility and



convenience for pet parents and service providers in India, particularly in Tier-2 cities where organized pet-care services are conspicuously absent.

50. As I have mentioned above, the disputed domain petjio.in in was registered on 11 January 2025 and was actively used in connection with brand-building and launch activity through the website, social media outreach, community engagement and press coverage, prior to the Complainant's cease-and-desist letter dated 25 March 2025 and before any notice of dispute under INDRP.

51. In light of the above, I state that the present proceedings have been initiated against a bona fide startup and genuine entrepreneur by a corporate conglomerate possessing vastly superior financial and legal resources, despite the Respondent having independently conceived, adopted and used the mark and domain name "Petjio" in connection with a legitimate pet-care venture, without any dishonest or mala fide intent whatsoever. I am neither a cyber-squatter, fraudster, rogue operator nor a registrant seeking to exploit or extort value from the Complainant's mark. On the contrary, the material on record clearly demonstrates continuous and bona fide preparations, investment and public use in furtherance of an independent business venture.

52. I state that the very object and purpose of the INDRP framework is to curb abusive domain name registrations, bad-faith profiteering and deceptive conduct on the internet, and not to extinguish or suppress legitimate entrepreneurial activity undertaken in good faith. In these circumstances, directing transfer of the disputed domain name in favour of the Complainant would not only cause irreparable prejudice to the Respondent and destroy a genuine startup venture at a nascent stage, but would also run contrary to the underlying spirit, intent and principles of the INDRP Policy itself.



I. Statement of Truth

I, Pratik Sen, do hereby solemnly state and affirm that the contents of paragraphs 1 to 52 above are true and correct to my knowledge, based on my personal involvement and on the records of Petjio World Private Limited and other documents believed by me to be true, and that nothing material has been concealed therefrom.

Pratik Sen

Director and Founder, Petjio World Private Limited

Place: New Delhi

Date: 20 May 2026”

“AFFIDAVIT OF SERVICE OF AFFIDAVIT OF EVIDENCE OF MR. PRATIK SEN

I, Pratik Sen, son of Late Pran Kumar Sen, aged about 51 years, Director of Petjio World Private Limited, having its registered office at Block GP&EP Plot-X2, Arch Square Sector V, Bidhan Nagar CK Market, Saltlake, North 24 Parganas – 700091, West Bengal, presently in New Delhi, do hereby solemnly affirm and state as under:

- 1. I am the Director and Authorised Representative of the Respondent Company and am duly authorised to swear this Affidavit on behalf of the Respondent.*
- 2. The Respondent has executed and filed the Affidavit of Evidence of Mr. Pratik Sen (hereinafter referred to as the “Affidavit of Evidence”) in INDRP Case No. 2128.*



3. *In compliance with the applicable provisions of the INDRP Policy and the directions of this Learned Tribunal, the Respondent has duly caused service of the Affidavit of Evidence upon the following:*

(a) The Complainant: Reliance Industries Limited via their counsel Ajay Sahni and Associates

Mode of Service: Speed Post / DTDC

Date of Service: May 20, 2026

Documents Served: Affidavit of Evidence.

(b) The Learned Sole Arbitrator /Tribunal: Dr. Pankaj Garg, Senior Advocate, Supreme Court of India Learned Sole Arbitrator, INDRP Case No. 2128

Mode of Service: Speed Post / DTDC

Date of Service: May 20, 2026

Documents Served: Affidavit of Evidence

4. *The postal / speed post receipts evidencing dispatch of the above documents to the Complainant and to the Learned Sole Arbitrator are being annexed to and filed with this Affidavit of Service as proof of service.*

5. *Service upon both the Complainant and the Learned Tribunal has been effected within the timelines prescribed by the Learned Tribunal vide order dated 16.05.2026.*

6. *This affidavit is being filed to formally place on record the due and proper service of the affidavit of Evidence upon the Complainant and the Learned Sole Arbitrator in the present proceedings.*

VERIFICATION

I, the above-named deponent, do hereby verify that the contents of paragraphs 1 to 6 of this Affidavit are true and correct to my knowledge and belief and that nothing material has been concealed therefrom.

Verified at New Delhi on this 20 day of May 2026.



Pratik Sen
Director
Petjio World Private Limited

Place: New Delhi
Date: 20 May, 2026

“AFFIDAVIT OF EVIDENCE ON BEHALF OF THE RESPONDENT IN COMPLIANCE WITH THE BHARAT SAKSHYA ADHINIYAM 2023

I, Pratik Sen, son of Late Pran Kumar Sen, aged about 51 years, Director and authorised representative of the Respondent, having my office/communication address at 65A/2, Kendua Main Road, Paili, Kolkata – 700084 and the registered office of the Respondent at Block GP & EP, Plot-X2, Arch Square, Sector V, Bidhan Nagar CK Market, Salt Lake, North 24 Parganas – 700091, West Bengal, do hereby solemnly affirm and state as under:

- 1. I state that I am the authorised signatory of the Respondent in the above-mentioned matter and as such I am well conversant with the facts and circumstances of the present matter and duly competent to swear the present Affidavit.*
- 2. I state that the present evidence affidavit is being filed in compliance of the directions passed by this Ld. Tribunal, including the order dated 16.05.2026 / 05.05.2026 in the present INDRP proceedings.*
- 3. I reiterate, reaffirm and adopt the contents of the Respondent’s Reply / Counter Statement and the Affidavit of Evidence of Mr. Pratik Sen, as well as the accompanying documents i.e., Annexures R-1 to R-14 and Annexures A-C respectively, filed on behalf of the Respondent, the contents of which are not being reiterated herein for the sake of brevity.*



4. *I state that, in terms of Section 63 of the Bharatiya Sakshya Adhiniyam, 2023, I hereby declare that upon receiving instructions, I have printed the documents filed along with the Respondent's Reply / Counter Statement and the Mr. Pratik Sen's Affidavit of Evidence, i.e., Annexures R-1 to R-14 and Annexures A-C respectively, which were documents downloaded or generated on a computer system under my lawful control on various dates including 10.05.2026 and 20.05.2026 (or any such other dates as reflected on the record), during my office hours.*
5. *I state that the relevant printouts of the said electronic records, as printed by me using a printer regularly used by me in the ordinary course of business of the Respondent, have been filed along with the Reply / Counter Statement of the Respondent and Affidavit of Evidence of Mr. Pratik Sen.*
6. *I state that during the aforesaid period the aforementioned computer system was operating properly and was used regularly to create, store and/or process information in the regular and ordinary course of business of the Respondent.*
7. *I state that the said electronic records and their accuracy and contents have not been altered or tampered with in any manner whatsoever.*
8. *I state that the information contained in the printouts is an exact replica and has been produced from the original electronic record and therefore reproduces the information contained in the electronic record therein.*
9. *I state that nothing material has been concealed in the Respondent's Reply / Counter Statement, any subsequent pleadings filed on behalf of the Respondent, and my present affidavit.*



DEPONENT

VERIFICATION

Verified at New Delhi on this 20 day of May 2026 that the contents of my present affidavit are true and correct to my knowledge derived from the records of the Respondent and the information received by me which I believe to be true and correct. No part of it is false and nothing material has been concealed therefrom.

DEPONENT"

The hard copies of said Evidence Affidavit and the Affidavit of Service dated **20.05.2026** were subsequently received by this Tribunal on **21.05.2026**. Further, on **21.05.2026** at **7:27 pm**, a soft copy of the Affidavit of Service pertaining to the Affidavit of Evidence under the *Bharatiya Sakshya Adhiniyam, 2023* was also received on behalf of the Respondent, contents of which are reproduced hereinbelow:

"AFFIDAVIT OF SERVICE OF AFFIDAVIT OF EVIDENCE ON BEHALF OF THE RESPONDENT UNDER SECTION 23 OF THE BHARATIYA SAKSHYA ADHINIYAM

I, Pratik Sen, son of Late Pran Kumar Sen, aged about 51 years, Director of Petjio World Private Limited, having its registered office at Block GP&3P Plot-X2, Arch Square Sector V, Bidhan Nagar CK Market, Saltlake, North 24 Parganas – 700091, West Bengal, presently in New Delhi, do hereby solemnly affirm and state as under:

1. I am the Director and Authorised Representative of the Respondent Company and am duly authorised to swear this Affidavit on behalf of the Respondent.

2. The Respondent has executed and filed the Affidavit of Evidence on behalf of the Respondent under Section 63 of the Bharat Sakshya Adhiniyam



(hereinafter referred to as the "Affidavit of Evidence") in INDRP Case No. 2128.

3. In compliance with the applicable provisions of the INDRP Policy and the directions of this Learned Tribunal, the Respondent has duly caused service of the Affidavit of Evidence upon the following:

(a) **The Complainant:** Reliance Industries Limited via their counsel Ajay Sahni and Associates

Mode of Service: Speed Post / DTDC

Date of Service: May 21, 2026

Documents Served: Affidavit of Evidence.

(b) **The Learned Sole Arbitrator /Tribunal:** Dr. Pankaj Garg, Senior Advocate, Supreme Court of India Learned Sole Arbitrator, INDRP Case No. 2128

Mode of Service: Speed Post / DTDC

Date of Service: May 21, 2026

Documents Served: Affidavit of Evidence

4. The postal / speed post receipts evidencing dispatch of the above documents to the Complainant and to the Learned Sole Arbitrator are being annexed to and filed with this Affidavit of Service as proof of service.

5. Service upon both the Complainant and the Learned Tribunal has been effected within the timelines prescribed by the Learned Tribunal

6. This affidavit is being filed to formally place on record the due and proper service of the affidavit of Evidence upon the Complainant and the Learned Sole Arbitrator in the present proceedings.

VERIFICATION

I, the above-named deponent, do hereby verify that the contents of paragraphs 1 to 6 of this Affidavit are true and correct to my knowledge and belief and that nothing material has been concealed therefrom.



Verified at New Delhi on this 21 day of May 2026.

Pratik Sen

Director

Petjio World Private Limited

Place: New Delhi

Date: 20 May, 2026"

and subsequently, the hard copies of Affidavit of Evidence under the *Bharatiya Sakshya Adhinyam, 2023* and Affidavit of Service pertaining to the Affidavit of Evidence under the *Bharatiya Sakshya Adhinyam, 2023* was received by this Tribunal on **22.05.2026**. All these documents were taken on record.

In the interest of justice, for the admissibility of the Evidences which were not '**Primary Evidences**', the Parties were hereby directed to file an explanatory affidavit demonstrating/establishing the circumstances in terms of **Section 60 of the Bharatiya Sakshya Adhinyam, 2023** under which the evidences filed by the Parties may be admitted.

Accordingly, a time of **two (2) days** were allowed to file this explanatory affidavit.

The Parties were further directed to file the hard copies of the aforesaid explanatory affidavit before this Tribunal alongwith the Affidavit of Service.

On **20.05.2026** the Parties had also filed their respective proposed '**Issues**' in compliance with the Order dated **19.05.2026**, which are reproduced herein below:

**"PROPOSED ISSUES BEING FILED ON BEHALF OF THE
COMPLAINANT**



1. That in compliance of the directions passed by this Hon'ble Tribunal, the Complainant is submitting below its proposed issues which are mapped to the remedies sought under the Complaint, as permissible under INDRP rules:

a. Whether the Complainant is entitled to the remedy of transfer of the Respondent's impugned domain name 'www.petjio.in' in its favour? OPC

b. Whether the Complainant is entitled to any other relief in its favour? OPC

Reliance Industries Limited

Through

(Ankit Sahni)

Advocate Ajay Sahni & Associates,

Counsels for the Complainant

31/42 Punjabi Bagh West,

New Delhi 110026, India

Date: 20th May 2026"

"Additionally, pursuant to the order of the Hon'ble Tribunal dated 19.05.2026, please see below the issues on behalf of the Respondent:

1. Whether the Complainant has established that the disputed domain name "www.petjio.in" is identical or confusingly similar to any trademark in which the Complainant has rights, within the meaning of Paragraph 4 of the INDRP Policy.



2. *Whether the Respondent has rights or legitimate interests in respect of the disputed domain name "www.petjio.in" within the meaning of Paragraph 7 of the INDRP Policy.*
3. *Whether the Complainant has established that the disputed domain name "www.petjio.in" has been registered or is being used in bad faith by the Respondent within the meaning of Paragraph 6 of the INDRP Policy.*
4. *Whether the Complainant has discharged the cumulative burden of proving all three elements required under the INDRP Policy (confusing similarity, absence of Respondent's rights or legitimate interests, and bad faith registration or use), and, if not, whether the Complaint is liable to be dismissed."*

Upon due consideration of the proposed '**Issues**' submitted by the Parties, this Tribunal framed the following '**Issues**' for adjudication:

1. *Whether the Complainant is entitled to the remedy of transfer of the Respondent's impugned domain name 'www.petjio.in' in its favour? OPC*
2. *Whether the Complainant is entitled to any other relief in its favour? OPC*
3. *Whether the Complainant has established that the disputed domain name "www.petjio.in" is identical or confusingly similar to any trademark in which the Complainant has rights, within the meaning of Paragraph 4 of the INDRP Policy? OPC*



4. *Whether the Respondent has rights or legitimate interests in respect of the disputed domain name "www.petjio.in" within the meaning of Paragraph 7 of the INDRP Policy? OPC*
5. *Whether the Complainant has established that the disputed domain name "www.petjio.in" has been registered or is being used in bad faith by the Respondent within the meaning of Paragraph 6 of the INDRP Policy? OPC*
6. *Whether the Complainant has discharged the cumulative burden of proving all three elements required under the INDRP Policy (confusing similarity, absence of Respondent's rights or legitimate interests, and bad faith registration or use), and, if not, whether the Complaint is liable to be dismissed? OPC*

Further, it was observed by this Tribunal that neither of the Parties had complied with the Order dated **20.05.2026**, whereby both the Parties were directed to suggest an appropriate place for conducting the further proceedings in physical mode. Despite the said directions, neither had the Parties sought any extension of time nor filed any compliance whatsoever in this regard.

However, in the interest of justice and to ensure fair and effective adjudication of the present proceedings, another opportunity was hereby granted to the Parties to comply with the directions contained in the aforesaid Order dated **20.05.2026**.

The Registry of NIXI was also once again requested to suggest an appropriate place for conducting the further proceedings.

The Parties were requested to intimate the same to this Tribunal not later than **25.05.2026 by 11:00 AM**.



J. ARBITRATION PROCEEDINGS HELD ON 27.05.2026

In compliance of the Order dated 21.05.2026, delivered on 25.05.2026, soft copies of the Affidavit under *Section 60 of the Bharatiya Sakshya Adhiniyam, 2023* along with the Affidavit of Service, both dated 27.05.2026, were received by this Tribunal on 27.05.2026 at 1:37 PM on behalf of the Respondent, contents of which are reproduced herein below:

“AFFIDAVIT UNDER SECTION 60 OF THE BHARATIYA SAKSHYA ADHINIYAM, 2023 ON BEHALF OF THE RESPONDENT

I, Pratik Sen, son of Late Prar. Kumar Sen, aged about 51 years, residing at 65A/2 Kendua Main Road, Kolkata-700084, presently in New Delhi and ordinarily residing at 65A/2, Kendua Main Road Patuli, Kolkata-700084, and with the registered office of the Respondent at Block GP & EP, Plot-X2, Arch Square, Sector V, Bidhan Nagar CK Market, Salt Lake, North 24 Parganas-700091, West Bengal, do hereby solemnly affirm and state as under:

A. Status and Authority

- 1. I say that I am the Director and authorised signatory of the Respondent, Petjio World Private Limited, and am duly authorised by a Board Resolution dated 8 May 2026 to represent and depose on behalf of the Respondent in the present INDRP arbitration proceedings, including to affirm witness evidence and supporting documents.*
- 2. I, further say that I am well conversant with the facts and circumstances of INDRP Case No. 2128, the records and documents of the Respondent relevant to this matter, and have earlier affirmed a detailed Affidavit of Evidence as well as an Affidavit of Evidence in compliance with Section 63 of the Bharatiya Sakshya Adhiniyam, 2023 on behalf of the Respondent.*



B. Background and Purpose of this Affidavit

3. I state that the Respondent has filed a Reply/Counter Statement in the present INDRP proceedings, together with documents annexed thereto as Annexures R-1 to R-14, as well as an Affidavit of Evidence of myself along with documents annexed thereto as Annexures A-C, all of which form part of the record of these proceedings.
4. I, further state that, in addition to the primary evidence already placed on record, there are certain documents in respect of which the Respondent is relying upon copies or other forms of secondary evidence in these proceedings, and this affidavit is being filed to lay the requisite foundation and to comply with the conditions envisaged under **Section 69 of the Bharatiya Sakshya Adhiniyam, 2023**, read with the allied provisions relating to secondary evidence and notice to produce.
5. This affidavit is being filed pursuant to and in continuation of the directions issued by the learned Tribunal dated 25 May 2026 in the present INDRP matter, and is without prejudice to all rights and contentions of the Respondent on law and on facts, including set out in the Reply/Counter Statement, my Affidavit of Evidence, the Affidavit under Section 63 of the Bharatiya Sakshya Adhiniyam, and the Respondent's affidavit / statement of admission and denial of documents.

D. Compliance with Section 60 of the Bharatiya Sakshya Adhiniyam, 2023

7. I say that Section 60 of the Bharatiya Sakshya Adhiniyam, 2023 recognises that secondary evidence of the existence, condition or contents of a document may be given in specified cases, including (a) when the original is in the possession or power of the opposite party or a person beyond the reach or not subject to the process of the Court and is not produced despite notice under Section 64; (b) when the existence, condition or contents have been admitted in writing; (c) when the original has been destroyed or lost or cannot



versions, consistent with clauses (e) and (f) of Section 60 and the Explanation thereto.

(c) Numerous documents where only general result is relevant-Section 60(g): I state that to the limited extent that the Respondent relies on the general result emerging from numerous electronic and documentary records, such as bundled communications on Facebook, LinkedIn messages, market material, or platform usage records evidencing independent development and continuous use of the "Petjio" brand and platform, the Respondent reserves the right to lead appropriate evidence, including by a person skilled in examining such records, in terms of clause (g) of Section 60.

10. The underlying records are individually referenced in Annexures R-1 to R-14 and Annexures A-C(Colly.).

11. I say that nothing material has been concealed from this learned Tribunal in relation to the basis on which secondary evidence is sought to be relied upon by the Respondent in these proceedings.

Schedule A

Documents in respect of which Secondary Evidence is Relied Upon

S. No.	Description of Document	of Party/Custodian believed to hold original	Nature of Secondary Evidence (copy/printout/ certified copy extract etc.)	Applicable Clause(s) of Section 60 BSA (a-g)



1.	Annexure R-3A (colly); GoDaddy.com listing page and parked domain page evidencing third party ownership of petjio.com and its current secondary-market listing at a broker service fee of Rs. 16,999.	Original record in the custody of the concerned platforms.	Copy relied upon by Respondent	60 (a), 60(g)
4.	Annexure R-9; Independent Press Coverage including Business Review Live feature on Petjio's seed funding round (April 2025)	Original record in the custody of the concerned platforms.	Copy relied upon by Respondent	60 (a)
5.	Annexure Trademark R-10 (colly); Trademark applications, Registry status reports and Reply to Examination Report for the marks PETJIO and PETJIO (Device).	Office of Controller General of Patents, Designs Trademarks, DPIIT.	Copy relied upon by Respondent	60 (e)



6.	<i>Annexure R-11; Cease and Desist notice dated 25.03.2025 issued by the Complainant</i>	<i>Original within the records of Complainant. Tribunal is also seized of copy as annexed Complainant.</i>	<i>Copy relied upon by Respondent</i>	<i>60 (a), 60 (c)</i>
7.	<i>Annexure-A; Copy of news coverage in respect of Elite K9 Club</i>	<i>Original record in the custody of the concerned platforms.</i>	<i>Copy relied upon by Respondent</i>	<i>60 (a)</i>

DEPONENT

VERIFICATION

Verified at New Delhi on this 27 day of May 2026 that the contents of paragraphs 1 to 11 and Schedule A of the above affidavit are true and correct to my knowledge derived from the records of the Respondent and from information received by me which I verily believe to be true and correct. No part of it is false and nothing material has been concealed therefrom.

DEPONENT"

"AFFIDAVIT OF SERVICE OF RESPONDENT'S AFFIDAVIT UNDER SECTION 60 OF THE BHARAT SAKSHYA ADHINIYAM



I, Pratik Sen, son of Late Pran Kumar Sen, aged about 51 years, Director of Petjio World Private Limited, having its registered office at Block GP&EP Plot-X2, Arch Square Sector V, Bidhan Nagar CK Market, Saltlake, North 24 Parganas -700091, West Bengal, presently in New Delhi, do hereby solemnly affirm and state as under:

1. I am the Director and Authorised Representative of the Respondent Company and am duly authorised to swear this Affidavit on behalf of the Respondent.
2. The Respondent has executed and filed its Affidavit under Section 60 of the Bharat Sakshya Adhiniyanm (hereinafter referred to as the "Affidavit under Section 60 BSA") in INDRP Case No. 2128.
3. In compliance with the applicable provisions of the INDRP Policy and the directions of this Learned Tribunal, the Respondent has duly caused service of the Affidavit under Section 60 BSA upon the following:

a. **The Complainant:** Reliance Industries Limited via their counsel Ajay Sahni and Associates

Mode of Service: Speed Post/ DTDC

Date of Service: May 27, 2026

Documents Served: Affidavit of Admission and Denial of Documents.

b. **The Learned Sole Arbitrator /Tribunal:** Dr. Pankaj Garg, Senior Advocate, Supreme Court of India Learned Sole Arbitrator, INDRP Case No. 2128

Mode of Service: Speed Post/ DTDC

Date of Service: May 18, 2026

Documents Served: Affidavit of Admission and Denial of Documents.



4. *The postal / speed post receipts evidencing dispatch of the above documents to the Complainant and to the Learned Sole Arbitrator are being annexed to and filed with this Affidavit of Service as proof of service.*
5. *Service upon both the Complainant and the Learned Tribunal has been effected within the timelines prescribed by the Learned Tribunal*
6. *This Affidavit is being filed to formally place on record the due and proper service of the Section 60 BSA upon the Complainant and the Learned Sole Arbitrator in the present proceedings.*

VERIFICATION

The above-named deponent, do hereby verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge and belief and that nothing material has been concealed therefrom.

Verified at New Delhi on this 27 day of May 2026.

Pratik Sen
Director
Petjio World Private Limited

Place: New Delhi
Date: 27 May, 2026"

The same were taken on record.

Further, it was noted by this Tribunal that the Respondent had conveyed his consent for conducting the hearing physically at the office of the Ld. Arbitrator.



However, it was observed by this Tribunal that no compliance had been effected by the Complainant in terms of the Orders dated **20.05.2026** and Order **21.05.2026**, delivered on **25.05.2026**.

Accordingly, in the interest of justice, the Complainant was granted another opportunity to comply with the directions mentioned in the aforesaid Orders on or before **30.05.2026** by **5:00 PM**.

K. ARBITRATION PROCEEDINGS HELD ON 30.05.2026 DELIVERED
ON 02.06.2026

Pursuant to and in compliance of the Order dated **27.05.2026**, Ld. Counsel for the Complainant sent certain submissions through E-mail, which were received by this Tribunal on **28.05.2026** at **4:13 PM**. The contents of the said E-mail were reproduced hereinbelow:

"To,

Dr. Pankaj Garg, Advocate

Ld. Sole Arbitrator

Subject: Submissions on behalf of the Complainant pursuant to the orders dated 21.05.2026 and 27.05.2026 in the matter of Reliance Industries Limited Versus Petjo World Private Limited & Anr. for INDRP Case No. 2128

Respected Sir,

We act for and on behalf of the Complainant, Reliance Industries Limited, in the captioned proceedings. The present communication is being addressed pursuant



to the procedural directions contained in the orders dated 21.05.2026 and 27.05.2026.

1. At the outset, it is respectfully submitted that the documents filed by the Complainant are electronic documents/electronic records, including online public records, screenshots, website extracts, orders, domain-related records, etc., in support of which, the Complainant has already filed an affidavit/certificate under Section 63 of the Bharatiya Sakshya Adhiniyam, 2023.
2. In light of the same, it is submitted that Section 60 of the Bharatiya Sakshya Adhiniyam, 2023, is not applicable in the manner contemplated in the procedural directions. The Bharatiya Sakshya Adhiniyam, 2023 contains a specific regime for proof of electronic records, and Section 62 provides that the contents of electronic records may be proved in accordance with Section 63. Accordingly, the Complainant respectfully requests that the direction requiring filing of an explanatory affidavit under Section 60 be treated as inapplicable, or in the alternative, be treated as satisfied by the affidavit/certificate under Section 63 already filed by the Complainant.
3. It is further respectfully submitted that the present proceedings are governed by the .IN Domain Name Dispute Resolution Policy and the INDRP Rules of Procedure. The said Rules contemplate a summary and document-based adjudicatory framework for domain name disputes, and do not provide any right to either party to seek cross-examination of the other party's witness/deponent.
4. The Complainant thus respectfully submits that the present dispute may be adjudicated on the basis of the pleadings, documents, affidavits already filed



on record by the parties. Any request for cross-examination, if made by the Respondent, would be outside the scheme of the INDRP Rules and contrary to the expeditious nature of INDRP proceedings. The admissibility, relevance, materiality and weight of the documents filed by the parties may, in any event, be determined by the Ld. Sole Arbitrator at the stage of final adjudication.

5. *Insofar as the mode of hearing is concerned, the Complainant respectfully submits that it has neither sought nor requires a physical hearing. The Complainant is ready and willing to proceed on the basis of pleadings and documents filed on record. The Ld. Tribunal is requested to conduct the hearing through virtual mode/video-conferencing”*

The aforesaid submissions were taken on record.

After considering the submissions of the Complainant, this Tribunal was of a view that the submissions under Para No. 1 and 2 will be considered by this Tribunal at the time of the final adjudication and with regards to the submissions under Para No. 3, 4 and 5, an Order had already been passed by this Tribunal after due consideration of all the pleadings and documents of the Parties, in view of the **INDRP Rules** read with the provisions of **Arbitration and Conciliation Act, 1996**. However, a speaking Order with regards to the submissions in Para No. 3, 4 and 5 shall also be passed by this Tribunal at the time of final adjudication

In view of the earlier Orders passed by this Tribunal on **20.05.2026** and **21.05.2026** delivered on **25.05.2026**, the Registry/ Law officer of NIXI was requested separately, by this Tribunal, under **Rule 10 of INDRP Rules**, for making the necessary arrangements for the purpose already communicated. The further order/date shall be notified after the response from the NIXI.



L. ARBITRATION PROCEEDINGS HELD ON 04.06.2026

The Clarification Order was passed pursuant to an E-mail received from the Law Officer of NIXI on **03.06.2026** at **1:37 pm** seeking clarification with regard to the directions and instructions mentioned in the Order dated **30.05.2026** (delivered on **02.06.2026**) passed by this Tribunal, contents of which E-mail is reproduced hereinbelow:

Dear Ld. Arbitrator,

We are writing in reference to your order dated 30 May 2026 in INDRP Case No. 2128. As per the contents of the order, the Ld. Arbitrator has requested NIXI to make necessary arrangements with respect to Rule 10 of the INDRP Rules, however, Rule 10 of the INDRP Rules pertains to Copies of Proceedings and no further action can be taken by NIXI at this stage of the proceedings in this regard.

We kindly request you to please clarify your instructions towards NIXI in your order dated 30 May 2026.

Regards,

Ashutosh Sharma

Legal Consultant

National Internet Exchange of India,

Delhi, India

Ph. No.: 011- 48202038/ 2010/ 2062

Vide Order dated **20.05.2026**, this Tribunal, after considering the nature of the dispute and the evidentiary requirements involved, formed a prima facie opinion that the ends of justice would be best served if the further proceedings were



conducted in physical mode. While passing the said Order, this Tribunal had observed that under the INDRP framework only **two personal hearings** were envisaged and accordingly sought suggestions from the Parties as well as from the Registry of NIXI regarding an appropriate venue for conducting such proceedings.

Thereafter, vide Order dated **21.05.2026** delivered on **25.05.2026**, since neither of the Parties had complied with the aforesaid directions, another opportunity was granted and the Registry of NIXI was once again requested to suggest an appropriate place for conducting the further proceedings physically.

In view of the clarification sought by NIXI regarding the directions mentioned in the Order dated **30.05.2026 (delivered on 02.06.2026)**, it was clarified that the said directions were passed for the compliance of Order dated **20.05.2026** and **21.05.2026 (delivered on 25.05.2026)** which were in consonance with **Rule 10 of the INDRP Rules of Procedure** governing personal hearings which was read as under:

“Rule 10

Personal hearing will be conducted only in rare circumstances, and if warranted, will be carried out at the notified address of NIXI.”

Accordingly, the request made to the Registry/Law Officer of NIXI under the aforesaid Order was for making the necessary logistical and administrative arrangements for the conduct of personal hearings at the notified address of NIXI, in terms of the said Rule. It was further clarified that the assistance sought from NIXI was confined only to facilitating and conducting **two (2) personal hearings in physical mode.**



Considering that the proceedings under the INDRP framework were time-bound in nature and this Tribunal was required to render its decision within the prescribed period of **sixty (60) days**, the Registry/ Law Officer of NIXI was requested to intimate the availability of the venue and the necessary arrangements for the aforesaid **two (2) personal hearings** within a period of **three (3) days** from the receipt of this Order.

Upon receipt of such intimation, this Tribunal shall proceed to notify the dates for the said **two (2) personal hearings through physical mode** and take further steps for expeditious conclusion of the proceedings within the prescribed timeline.

M. ARBITRATION PROCEEDINGS HELD ON 11.06.2026

After granting a reasonable opportunity to the Parties to respond and suggest mutually convenient dates for the conduct of the Arbitral Proceedings, the matter was taken up by this Tribunal pursuant to the E-mail communication dated **08.06.2026 at 12:58 PM** received from the Ld. Counsel for the Respondent, the contents whereof were reproduced hereinbelow:

"To

Dr. Pankaj Garg,

Learned Sole Arbitrator,

Dear Sir,

We act for and on behalf of the Respondent in the captioned arbitration. We would like to clarify that the Respondent is agreeable to a physical hearing or a



Respondent's counsel is unavailable for both the physical and virtual hearings on the following dates in June, namely, June 13-21 and June 24-30.

Warm regards,

Sreeja Sengupta,

Counsel for the Respondent"

The aforesaid E-mail communication was taken on record.

It was observed by this Tribunal that no communication had been received from the Complainant suggesting any convenient dates for the conduct of the proceedings through physical mode.

In the interest of expeditious adjudication of the present proceedings, the Complainant was requested to forthwith communicate and coordinate with the Respondent for mutually fixing the convenient dates for further proceedings. Upon arriving at a mutually agreeable date, the Parties shall first ascertain the availability of the venue from NIXI of the said date and, after obtaining confirmation regarding such availability, jointly intimate the same to this Tribunal.

Upon receipt of the proposed date and confirmation of availability from NIXI, appropriate directions shall be passed by this Tribunal regarding the next date of hearing.

N. ARBITRATION PROCEEDINGS HELD ON 12.06.2026

That this Tribunal has, on multiple occasions and vide its Orders dated 20.05.2026, 21.05.2026, 27.05.2026, 30.05.2026, 04.06.2026 and 11.06.2026, categorically



directed that the evidentiary proceedings, including the recording of evidence and cross-examination of the Complainant and the Respondent Witnesses, shall be conducted in physical mode.

That consequent upon the circulation of the Order dated 11.06.2026, this Tribunal received an e-mail communication dated 11.06.2026 at 01:56 P.M. from the Ld. Counsel for the Complainant, whereby a request was made for conducting the proceedings culminating in the cross-examination of the Complainant and the Respondent Witnesses through virtual mode, considering that both the Complainant and the Respondent are situated outside Delhi:

"To

Dr. Pankaj Garg,

Learned Sole Arbitrator,

Dear Sir,

I act under instructions from the Complainant in the captioned matter. Further to your order dated 11 June 2026, we confirm our availability for a physical hearing on 22nd June 2026 or 23rd June 2026 as per NIXI's convenience. We would nevertheless like to reiterate our request to have the hearing conducted virtually, especially since both the Complainant and the Respondent are not based in Delhi.

Yours sincerely,

Ankit Sahni

Counsel for Complainant

Reliance Industries Limited"

That this Tribunal further received another E-mail communication on 11.06.2026 at 02:17 P.M., wherein the Ld. Counsel for the Respondent seconded the request



made by the Ld. Counsel for the Complainant. The contents thereof are reproduced hereinbelow:

"To

Dr. Pankaj Garg,

Learned Sole Arbitrator,

Dear Sir,

We are agreeable to virtual or physical hearing according to the Ld. Tribunal's convenience.

Warm regards,

Sreeja Sengupta

Counsel for Petjio World Pvt. Ltd."

That this Tribunal, having duly considered the aforesaid requests and the convenience expressed by both the Parties, consciously reiterates and allowed the said requests to the limited extent that the Complainant Witness and the Respondent Witness may appear through virtual mode for the purpose of recording their evidence and cross-examination. However, the Ld. Counsels appearing on behalf of the Complainant and the Respondent shall mandatorily remain physically present during the hearing at the Office of NIXI. It was further made expressly clear that the Sole Arbitrator shall remain physically present at the Office of NIXI and that the physical presence of the Ld. Counsels was necessary to effectively and efficiently assist this Tribunal during the conduction of cross-examination of the Complainant and the Respondent Witnesses and to ensure the smooth, orderly and effective conduct of the proceedings.



The Ld. Counsels for both the Parties were directed to make available, at their own arrangement and cost, the requisite stenographic assistance, computer systems, laptops and any other infrastructure necessary for the effective conduct and recording of the proceedings. It was further clarified that all stenographic charges and allied expenses shall be borne by the respective Parties at their own cost and responsibility.

That on 22.06.2026, the arbitral proceedings shall convene sharp at 10:30 A.M. and shall continue till 04:30 P.M., with a Lunch Break from 01:00 P.M. to 02:00 P.M.

The schedule of the proceedings shall be as under:

22.06.2026	
10:30 AM-01:00 PM	Evidence of the Complainant Witness
02:00 PM – 04:30 PM	Evidence of the Respondent Witness
23.06.2026	
11:00 AM-01:00 PM	Final Arguments on behalf of the Complainant
02:00 PM – 04:00 PM	Final Arguments on behalf of the Respondent

That both the Parties shall make all necessary arrangements at their own cost at the Office of NIXI and were further directed to deposit the charges of NIXI, in advance. It was made abundantly clear that no adjournment shall be granted to either of the Parties or to the Ld. Counsels for any reason whatsoever. The Parties were put to notice that any default, failure, inability or lack of preparedness attributable to



either side shall entail such orders as this Tribunal may deem fit and proper in the facts and circumstances of the case.

Since the liberty of virtual hearing was being accorded solely upon the request and convenience of the Parties, the said liberty shall be availed strictly at their own risk and responsibility. Any technical difficulty, connectivity issue, disruption or inability to participate through virtual mode shall not constitute a ground for seeking adjournment, postponement or reopening of the proceedings.

Keeping in view that the arbitral award was required to be rendered in a timebound manner and further considering the statutory mandate i.e., within 60 days, governing expeditious completion of arbitral proceedings, this Tribunal deemed it imperative that the evidence of both witnesses be concluded on the date fixed, without any unnecessary delay or impediment.

Accordingly, the matter was fixed on 22.06.2026 for recording of evidence and cross-examination of the Complainant and the Respondent Witnesses, and thereafter on 23.06.2026 for hearing final arguments, in accordance with the directions contained hereinabove.

O. ARBITRATION PROCEEDINGS HELD ON 20.06.2026

The present Order was passed pursuant to an E-mail dated **19.06.2026** received at **4:37 PM** from Ms. Sreeja Sengupta, Ld. Counsel for the Respondent, informing this Tribunal that owing to a family emergency, she would be unable to appear on the dates scheduled for personal hearing through physical mode on **22.06.2026** and **23.06.2026**. It was further intimated that she had authorized **Mr. Debarghya Mitra (Enrollment No. F/588/444/21)** to appear on behalf of the Respondent on the aforesaid dates.

The said request was allowed.



The aforesaid communication was followed by a separate E-mail dated **19.06.2026** received at **4:46 PM** from **Mr. Debarghya Mitra, Advocate, Partner, IPgyan Consulting LLP** who, acting under the authorization of Ms. Sreeja Sengupta, sought permission to appear before this Tribunal through Virtual Mode/Video Conferencing on **22.06.2026** and **23.06.2026**.

The said request was declined in view of the earlier Order dated **12.06.2026** wherein this Tribunal had clearly specified that the Ld. Counsels appearing for both the Complainant and the Respondent were required to remain physically present during the proceedings on the said aforesaid dates. Liberty to appear through Virtual Mode was granted only to the Witnesses of both the sides, if they so desire. The said direction had not been reviewed by this Tribunal and is still in force.

Accordingly, the Ld. Counsel for the Respondent was expected to comply with the Order and directions passed by this Tribunal on **12.06.2026**.

P. ARBITRATION PROCEEDINGS HELD ON 22.06.2026

The matter was taken up today in the presence of the Ld. Counsels appearing on behalf of the Parties.

At the outset, a Letter of Authority dated **19.06.2026**, issued by the Complainant in favour of Ms. Sarita Joglekar, who was physically present before the Tribunal, authorizing her to represent the Complainant in the present proceedings, was filed. Ld. Counsel for the Respondent also gave his no objection to the said authorization in writing. The Letter of Authority, along with the written no-objection by the Respondent, was taken on record.



Pursuant to the directions contained in the previous Orders, the Witnesses of the respective Parties appeared before the Tribunal through Video Conferencing and were cross-examined by the Ld. Counsels. Upon completion of their testimonies, the statements so recorded were duly shared with the respective Witnesses, who confirmed and consented to the contents thereof through E-mail.

The Witnesses were further directed to furnish the original signed copies of their respective statements, both in hard copy as well as in scanned soft-copy format, for being taken on record. Their evidence having thus been concluded and no further questions being forthcoming, both CW-1 and RW-1 stood discharged, contents of which are reproduced herein below:

"22/06/2026

CW – 1, Mr. Rajesh Kumar (through VC)

*Statement of CW - 1 Rajesh Kumar S, S/o Mr. P. Sivadasa Kurup, aged about 53 years having office at Maker Chambers – IV, Nariman Point, Mumbai- 400021
I adopt my evidence by way of affidavit dated 18/05/2026 as my examination in chief. All the documents are exhibited from CW -1 / 1 to CW -1 / 21*

ON SA

***XXX by Sh. Debarghya Mitra, Advocate (in person physically) along with
Shail Bala Tripathy, Advocate (through VC) for the Respondent***

i. You have not filed any affidavit with regards to complaint of any consumer in relation to the matter that the alleged domain name creates a confusion

Ans. No



ii. *"WHOIS" report relied upon by you is only for the information purpose and not for evidence.*

Ans. I deny that

iii. *Have you visited the website of the Respondent*

Ans. Yes

iv. *After seeing the website whether Respondent approached the Complainant for selling the website to the Complainant*

Ans. No, (Vol: Respondent approached the complainant for the settlement)

v. *The business of the Respondent is genuine or fake. Please tell?*

Ans. There is no proof of business.

vi. *The business of the domain name in any manner is connected or associated with the complainant.*

Ans. Yes. There is a connection. There is also an infringement of "JIO"

vii. *Has the Complainant filed any evidence / document proving the case of cyber squatting*

Ans. No. But the "JIO" is being infringed.

viii. *Has the Complainant filed any evidence / document showing that the business carried out by the Respondent is similar/ identical to the business of the Complainant*

Ans. Yes. "JioGauSamriddhi" which is allied and cognate to the Respondent.



ix. Is "JioGauSamriddhi" is for the pet animals for their care and for their welfare?

Ans. Yes. It is for the animals. And, further added, it is for the pet animals.

x. Has the Respondent demanded any monetary compensation from the Complainant for the transfer of the domain name?

Ans. No.

(Vol: Nothing to say further.)"

"22/06/2026

RW – I, Mr. Pratik Sen (through VC)

Statement of RW – I Mr. Pratik Sen, S/o Late Pran Kumar Sen, aged about 51 years having my office/ communication address at 65A/2, Kendua Main Road, Patuli Kolkata – 700084 and the registered office at Block GP & EP, Plot - X2, Arch Square, Sector V, Bidhan Nagar CK Market, Salt Lake, North 24 Pargans

–
700091, West Bengal

I adopt my evidence by way of affidavit dated 20/05/2026 as my examination in chief. All the documents are exhibited from RW -1 / 1 to RW -1 / 17.

ON SA

XXX by Sh. Ankit Sahni, Advocate along with Sh. Chirag Ahluwalia, Advocate (in person physically) for the Complainant



i. *Were you aware about the Complainant Trademark "Jio" and its presence in the business world, before getting your domain name registered? Can you restrain Complainant from entering the business being carried by you? Can you restrain the Complainant from using "PetJio"? Can you restrain them for "JioPet"? What is the difference between "PetJio" and "JioPet"?*

Ans. Yes. I was aware. I cannot restrain him. The "PetJio" is already with the Respondent. No, I cannot restrain them. No, I cannot restrain anyone from prefixing or suffixing the words "PetJio" and "JioPet". And I am also free to use the words by prefixing or suffixing.

ii. *With context to the website, the Respondent claims to have founded its Pet platform under the name Elite K9 Club, so what prompted you to change the name to "PetJio"?*

Ans. Earlier the Elite name was for my physical presence and this particular "PetJio" is for my digital presence. Physical presence for only one club.

iii. *In the brand "PetJio," is it correct that it describes your field of business? What does Pet denote? Is it drawn from anywhere or your own invention?*

Ans. Yes. "PetJio" denotes domesticated and companion animals. That particularly the word "PetJio" is developed from two words "Pet" for the domesticated and companion animals and "Jio" pertains to the slogan "jio and jeene do" as a blessing word used commonly, for the service and care of the animals.

iv. *Is it correct that you do not have a single invoice, customer booking, bank entry or record of any completed commercial transaction showing use of "PetJio" before the receipt of Complainants cease and desist notice dated 25.03.2025?*



Ans. No documents referred in the question were there before the receipt of the notice.

v. *Is it correct that after the receipt of the notice dated 25.03.2025, you in your Facebook post dated 27.03.2025 accepted the "phonetic closeness" between your mark "PetJio" and complainant's "Jio" mark (running Page 22 of the Respondent's reply)?*

Ans. It was referred to the Phonetic Closeness between "Jamtara" and "Vantara." "Jamtara" refers to the Web series.

vi. *Is it correct neither you nor the Respondent has ever obtained any consent or license or authorization from the Complainant to use the word "Jio" as part of "PetJio" or disputed domain name?*

Ans. No consent was taken as it was not necessary because the business of the Respondent was different and it was not similar to the domain name or trademark of the Complainant.

vii. *Is it correct that despite such knowledge of the Complainants "Jio" trademark and despite Complainants objection, you continued to use "PetJio," on your website, configure the website, invite members of the public and expand business under "PetJio?"*

Ans. Even after the objections of the Complainant in March 2025 we continued to use it considering that we are genuine.

viii. *In the manner in which "PetJio" is written on your website, why is "Jio" written in a different colour than "Pet?"*

Ans. It was conscious decision.



ix. *Are you currently using "PetJio" as a trademark in the course of trade? Was the domain name created for yourself, was suggested by you or was made available to you?*

Ans. Yes I am using it. "PetJio" was an available domain name and found it on the search.

x. *Did you conduct a search in the trademark registry records before adopting and filing the trademark "PetJio?"*

Ans. No.

(Vol: Nothing further to add)"

It was pertinent to note that the matter had already been listed for final arguments on **23.06.2026**. However, with the consent of the Ld. Counsels for both the Parties, the proceedings were taken up today for commencement of final arguments.

Sh. Ankit Sahni, Advocate, Ld. Counsel for the Complainant thereafter advanced detailed submissions. The arguments were heard at length and the judicial precedents relied upon during the course of submissions were taken on record.

Upon conclusion of the Complainant's arguments, Sh. Debarghya Mitra, Advocate, Ld. Counsel for the Respondent sought leave to advance final arguments on the date already fixed, i.e., **23.06.2026**. The request was considered and, there being no objection from the Complainant, the same was allowed.

Ld. Counsel for the Complainant further sought liberty to address brief rejoinder submissions, if required, upon completion of the Respondent's arguments. The said request was also allowed.



In view of the foregoing, the matter stands adjourned to the date already fixed, i.e., **23.06.2026 at 10:30 AM**, at the venue already arranged by NIXI, for final arguments on behalf of the Respondent. Rejoinder submissions, if any, on behalf of the Complainant shall be addressed thereafter.

Q. ARBITRATION PROCEEDINGS HELD ON 23.06.2026

The matter was taken up in the presence of the Ld. Counsels appearing on behalf of the Parties.

On **22.06.2026 at 8:14 PM**, fresh Power of Attorney dated **22.06.2026** issued by the Respondent in favour of **Sh. Debarghya Mitra, Advocate, Ms. Shail Bala Tripathy, Advocate and IPgyan Consulting LLP, having its Office at C-22, Sammilani Park, Santoshpur, Kolkata-700075** was received by this Tribunal, same was taken on record.

In continuation of the proceedings recorded in the Order dated **22.06.2026**, Sh. Debarghya Mitra, Advocate, Ld. Counsel for the Respondent, advanced detailed final arguments on the dispute. The submissions were heard at considerable length and the judicial precedents relied upon by the Respondent during the course of arguments were taken on record.

Upon conclusion of the Respondent's arguments, Sh. Ankit Sahni, Advocate, Ld. Counsel for the Complainant, addressed rejoinder submissions in response thereto. The rejoinder arguments were also heard at length and the judgements relied upon were also taken on record.

With the conclusion of the oral submissions on behalf of both Parties, the hearing stood concluded.



On the request, in support of their Oral Submissions, both the Parties were granted liberty to file their respective Written Submissions (hard as well as soft copy), along with any judgments sought to be relied upon, on or before **26.06.2026** with an advance copy to the Opposite Party.

Matter was now fixed for awaiting the filing of the Written Submissions by the Parties.

R. ARBITRATION PROCEEDINGS HELD ON 30.06.2026

The matter was taken up '*suo motu*' by this Tribunal.

It was pertinent to note that, vide Order dated **22.06.2026**, this Tribunal had specifically directed the Witnesses of both the Parties to furnish the original signed copies of their respective witness statements, both in hard copy as well as in scanned soft-copy format, for being taken on record.

Today, upon scrutiny of the record, it was observed that neither of the Parties has complied with the aforesaid directions. The original signed witness statements, in both physical as well as scanned soft-copy format, had not been filed by either side.

Accordingly, both the Parties were once again directed to strictly comply with the aforesaid directions and ensure that the original signed copies of the witness statements were filed before this Tribunal, both in physical form as well as in scanned soft-copy format, on or before **01.07.2026**, without fail.



It was made abundantly clear that this Tribunal shall not be in a position to proceed with the further proceedings of the Arbitral Award until the aforesaid compliance had been duly made, as the arbitral record cannot be regarded as complete in the absence of the original signed witness statements.

Any failure or delay in complying with the aforesaid directions shall inevitably result in a corresponding delay in the pronouncement of the Arbitral Award, for which the defaulting Party or Parties alone shall only be responsible.

S. ARBITRATION PROCEEDINGS HELD ON 03.07.2026

The matter was taken up '*suo motu*' by this Tribunal.

In terms of the Order dated 23.06.2026, whereby the matter was adjourned for awaiting the filing of the Final Written Submissions by the Parties, the Complainant, on 24.06.2026 at 9:26 AM, filed a compilation of judicial precedents in support of its submissions, contents of which are reproduced herein below:

"COMPILATION OF CASE LAWS BEING FILED ON BEHALF OF THE COMPLAINANT PURSUANT TO THE DIRECTIONS PASSED BY THE LD. SOLE ARBITRATOR ON 23.06.2026

<i>S. No.</i>	<i>Particulars</i>	<i>Relevant Paras</i>	<i>Pg. No.</i>
<i>1.</i>	<i>Ruston & Hornsby Ltd. v. The Zamindara Engineering Co., AIR 1970 SC 1649</i>	<i>7 to 8</i>	<i>01-03</i>



2.	<i>Greaves Cotton Limited v. Mohammad Rafi & Ors., 2011 (46) PTC 466 (Del)</i>	18	04-13
3.	<i>Prem Ratan Rathi & Ors. v. Ashish Iron Trading Co. & Ors., 2013 (56) PTC 393 (Del)</i>	30 to 32	14-25
4.	<i>Pluto Travels India Private Limited v. PTW Holidays Private Limited, MANU/DE/3338/2025</i>	21	26-37
5.	<i>FMI Limited v. Ashok Jain & Ors., 2007 (34) PTC 66 (Del)</i>	9	38-44
6.	<i>Email dated 04.05.2026 issued by the National Internet Exchange of India ("NIXI") along with the attachment thereto titled "Whois_petjio.in.pdf", containing the unredacted WHOIS details</i>		45-48



	<i>pertaining to the domain name</i> <i><petjio.in></i>		
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Through

Chirag Ahluwalia
(Advocate)
Enrl. No. D/5270/2018
Ajay Sahni & Associates
Counsels for the Complainant
31/42, Punjabi Bagh West
New Delhi-110026
Email – postbox@asahni.co
Mobile - 9999898890

Place : New Delhi
Dated : 24.06.2026"

The same was taken on record.

Further, on **26.06.2026 at 10:47 PM**, the Respondent filed a soft copy of its Final Written Submissions in support of its case, contents of which are reproduced hereinbelow:

"FINAL WRITTEN SUBMISSIONS ON BEHALF OF THE RESPONDENT

MOST RESPECTFULLY SHOWETH:

I. Preliminary Submission



1. *The present proceedings arise under the .IN Domain Name Dispute Resolution Policy ("INDRP"), and not as a full-scale civil action for trademark infringement, passing off, dilution, company-name rectification, or unfair competition.*
2. *The Complainant has attempted to convert a limited INDRP proceeding into a broad trademark infringement action by repeatedly relying upon Sections 2(1) (zg) 28, 29, 17, and 11 of the Trade Marks Act, 1999, Section 16 of the Companies Act, and its commercial goodwill. However, the statutory and procedural scope of the present proceeding is limited. Under the INDRP, the Complainant must prove all three mandatory elements as per clause 4 of the INDRP:*
 - a. *the domain name is identical or confusingly similar to a name, trademark or service mark in which the Complainant has rights;*
 - b. *the Respondent has no rights or legitimate interests in respect of the domain name;*

and

 - c. *the domain name has been registered or is being used in bad faith.*

These requirements appear in the INDRP Policy itself, annexed by the Complainant as Annexure D.

3. *The Respondent specifically denies that the disputed domain name "petjio.in" is identical or confusingly similar to any name, trademark or service mark in which the Complainant has rights within the meaning of Clause 4(a) of the INDRP.*



4. *The Complainant's case proceeds on an impermissible dissection of the Respondent's domain name. The disputed domain is not "jio.in", "reliancejio.in", "jio-pet.in", or any domain using "JIO" as a standalone mark. The domain name is "petjio.in", a composite coined expression adopted as a whole for a pet-care platform. The expression "Petjio" combines "Pet" with the Hinglish expression "jio", meaning "live", "let live", and the sentiment of "jio aur jeene do". The mark must therefore be assessed as a whole and not by isolating the letters "jio" from the complete expression.*

5. *The Complainant's alleged well-known trademark status in "JIO" does not automatically establish confusing similarity under Clause 4(a). Reputation may establish ownership of rights in a mark, but it does not by itself prove that every composite domain name containing the letters "jio" is confusingly similar to the Complainant's trademark. The INDRP requires an independent assessment of the disputed domain name, its overall impression, the manner of adoption, the commercial context, the target consumers, and the surrounding circumstances.*

6. *In the present case, the overall impression of "Petjio" is materially distinct from "JIO". The Respondent's domain is connected with a pet-care ecosystem involving pet parents, companion animals, grooming, vaccination records, veterinary support, emergency assistance, and related pet-care services. The Complainant's principal use of "JIO" is in telecom, digital services, broadband, OTT, retail, finance, and allied corporate services. The Respondent does not use the Complainant's green circular logo, white "Jio" lettering, Reliance trade dress, telecom presentation, or any representation suggesting association with the Complainant.*



7. *The Complainant has also attempted to rely on **Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.** However, the said judgment does not support an automatic finding of confusing similarity merely because a complainant has goodwill in a domain name or trademark. Satyam/Sify was a civil passing-off dispute decided on its own facts, where the competing expressions "Sify" and "Siffy" were found to be deceptively similar and the respondent's explanation for adoption was not accepted. The judgment does not lay down that a well-known mark-holder is entitled to transfer of every later domain name containing a part of its mark, irrespective of legitimate adoption, different business context, and absence of bad faith.*
8. *The present case is clearly distinguishable from **Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.** Here, the Respondent has a coherent explanation for the adoption of "Petjio"; the Respondent's business concerns pet-care and companion-animal services; the visual presentation is distinct; there is no use of "JIO" as a standalone mark; there is no imitation of the Complainant's trade dress; and there is no evidence of consumer confusion, misdirected traffic, impersonation, phishing, monetary demand, or targeting of the Complainant's customers.*
9. *The Complainant's own witness has demolished the core ingredients of cybersquatting. CW-1 admitted during cross-examination that:*
- a. *no affidavit of any consumer confusion has been filed;*
 - b. *the Respondent never demanded money for transfer of the domain name;*
 - c. *the Respondent never approached the Complainant to sell the domain;*
 - d. *no document proving cybersquatting has been filed; and*
 - e. *the Complainant relies on alleged infringement of "JIO", rather than independent proof of bad-faith domain registration.*



10. This is therefore not a case of cybersquatting. It is, at best, an attempted trademark infringement dispute dressed as an INDRP complaint. Such a complaint must fail.

II. The INDRP is aimed at clear cases of abusive domain registration, not complex trademark disputes

11. The INDRP remedy is narrow: transfer or cancellation of a domain name. It is not a substitute for a civil suit for infringement or passing off. Clause 10 of the INDRP limits remedies to cancellation or transfer of the domain name, with costs where appropriate.

12. The Supreme Court in *Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.*, (2004) 6 SCC 145, held that domain names may function as business identifiers and may be protected through passing off. However, the same judgment also recognised the classic requirements of passing off: goodwill, misrepresentation, likelihood of confusion amongst actual or potential customers, and loss. It also referred to the domain-dispute framework requiring proof of confusing similarity, absence of legitimate interest, and bad faith. Therefore, *Satyam Infoway* does not support the Complainant's position that a famous trademark automatically defeats a domain registrant. Rather, it supports the Respondent's position that domain disputes require factual proof of deception, diversion, lack of legitimate interest, and bad faith.

13. Persuasive UDRP jurisprudence also supports this approach. In *Reliance Industries Limited v. Niyamath Sharieff, Reliance Wood Industries*, (WIPO Case No. D2025-1615), even though RELIANCE was recognised as a well-known mark, the transfer of "reliancewood.com" was denied because the respondent demonstrated independent business use and some legitimate



interest. The Panel expressly observed that UDRP is designed for clear-cut cybersquatting cases and not complex trademark disputes involving competing claims of bona fide use.

14. Similarly, in CoachHub GmbH v. Mehdi Aardin, (WIPO Case No. D2025 0095) transfer was denied where the respondent's use related to sports coaching and the complainant's business related to corporate coaching. The Panel found that there was no evidence that the respondent was unfairly attracting the complainant's customers or using the domain as a pretextual business.

15. The present case is even stronger for the Respondent: CW-1 admitted that no consumer confusion affidavit, no monetary demand, and no document proving cybersquatting has been filed.

III. The Complainant has failed to prove bad faith

16. Bad faith is the heart of an INDRP complaint. The Complainant was required to prove that the Respondent registered or used the domain name for an unlawful and mala fide purpose.

17. The Complainant has alleged that the Respondent registered the domain name for cheating, phishing, theft of money, misappropriation of sensitive data, wrongful prevention, and cybersquatting. These are serious allegations. Yet no evidence has been filed.

18. During cross-examination, CW-1 was specifically asked whether the Complainant had filed any evidence or document proving cybersquatting. The answer was: "No. But the 'JIO' is being infringed."



19. *This answer is fatal. The Complainant's case is not a proven case of cybersquatting; it is merely an allegation of trademark infringement. The INDRP cannot order transfer of a bona fide domain name merely because the Complainant asserts that a part of the domain resembles its mark.*

20. *The Complainant has also pleaded that the Respondent may sell, rent, or otherwise transfer the domain name for valuable consideration. This pleading is speculative. It is contradicted by CW-1's own admission that the Respondent never demanded monetary compensation for transfer of the domain name.*

21. *INDRP bad faith cannot be founded on speculation. It must be founded on evidence. The WIPO Overview also records that unsupported conclusory allegations are insufficient, and that bad-faith complaints should be supported by evidence such as dated screenshots, correspondence, or other material.*

22. *In the present case:*

- a. there is no offer for sale;*
- b. there is no demand for money;*
- c. there is no pattern of registering JIO-formative domains;*
- d. there is no diversion to telecom, retail, media, financial services, or Jio platforms;*
- e. there is no impersonation of Jio;*
- f. there is no phishing proof;*
- g. there is no consumer complaint;*
- h. there is no fraudulent payment page; and*
- i. there is no evidence of competing business disruption.*



Therefore, the third INDRP element fails.

IV. The Respondent has rights and legitimate interests in the domain name

23. Clause 6 of the INDRP expressly recognises that a registrant may demonstrate rights or legitimate interests where, before notice of dispute, there is use or demonstrable preparation to use the domain name in connection with a bona fide offering of goods or services; or where the registrant is commonly known by the domain name; or where the registrant is making legitimate use without intent to misleadingly divert consumers. The Respondent satisfies this test.

24. The domain name "petjio.in" was registered on 11 January 2025. The Complainant's own annexed Whois record records the registration date.

25. The Respondent's trademark applications for the composite mark "Petjio Let's Pet" were filed on 03 February 2025 and 03 March 2025, before the cease-and-desist notice dated 25 March 2025. This is admitted in the Complaint itself.

26. The Respondent's evidence and testimony show that "Elite K9 Club" was the offline pet-care presence, whereas "Petjio" was adopted as the digital platform and online identity. This explanation is commercially coherent and consistent with the domain name.

27. The Complainant attempts to rely on RW-1's answer that there were no invoices, customer bookings, bank entries, or completed commercial transactions before the notice. This does not defeat legitimate interest. INDRP Clause 6 does not require completed sales. It expressly recognizes demonstrable preparations to use.



28. *A digital pet-care platform may require domain registration, brand development, application preparation, website configuration, data policies, service onboarding, and digital infrastructure before commercial invoices begin. Absence of completed invoices at a pre-launch or early launch stage is not proof of bad faith.*

29. *The Respondent's website's privacy materials describe a genuine pet-care ecosystems collection of pet information, pet photographs, vaccination records, medical history, veterinarians, paravets, groomers, emergency SOS, location-based assistance, payment processing, AI-powered recommendations, and grievance officer details. These are not indicia of a sham website. They are indicia of a sector-specific digital pet-care platform.*

30. *CW-1 did not produce any proof that the Respondent's business is fake. His answer was merely that there is "no proof of business". That is not proof of fraud, phishing, cybersquatting, or bad faith. Therefore, the Respondent has a legitimate interest in the domain name.*

V. "Petjio" is a composite Hinglish/portmanteau expression and must be assessed as a whole

31. *The Complainant's argument dissects "Petjio" into "Pet" + "JIO" and then treats "JIO" as if it has been independently used by the Respondent. This is legally and linguistically incorrect.*

32. *"Petjio" is a coined composite expression. It is a Hinglish portmanteau/fused expression combining:*

a. *"Pet" — domesticated companion animals; and*



b. "Jio" — used in the Hindi/Hinglish sense of "live", "let live", and as part of the sentiment "jio aur jeene do".

33. The expression is not used as "JIO" simpliciter. It is not used as "Reliance Jio". It is not used in a green circular Jio device. It is not used for telecom, broadband, OTT, retail, finance, cloud, or Reliance's digital ecosystem.

34. The mark must be considered as a whole. The Delhi High Court in *PhonePe Pvt. Ltd. v. Ezy Services & Anr.* (2021 SCC OnLine Del 2635) while dealing with "PhonePe" and "BharatPe", held that both were composite marks and that the plaintiff could not claim exclusivity solely over the suffix "Pe"; the marks had to be assessed as complete expressions. The Court held that merely misspelling "Pay" as "Pe" would not alter the legal position.

35. This principle is directly relevant. If "PhonePe" cannot monopolise "Pe" against every payment-related suffix/prefix formulation, then "JIO" cannot, under INDRP, automatically extinguish every composite expression where "jio" is used in a different semantic and commercial context.

36. In *Marico Ltd. v. Agro Tech Foods Ltd.* (2010 (44) PTC 736 (Del) (DB)) the Delhi High Court cautioned against allowing proprietors to monopolise descriptive/common expressions or tweaked forms of ordinary words. The Court held that descriptive use and public juris expressions cannot be monopolised merely through registration, especially where the competing presentation and commercial context differ.

37. The Respondent is not asserting a monopoly over "Jio". The Respondent's case is limited: the composite expression "Petjio" was adopted for a pet-care ecosystem and not to impersonate the Complainant.



38. *The Respondent expressly denies that the first requirement under the INDRP Policy is satisfied. In any event, and without admitting similarity in any manner whatsoever, the Complaint is liable to be dismissed as the Complainant has failed to establish the cumulative requirements of absence of legitimate interest and bad faith registration or use.*

VI. The Respondent's business is different from the Complainant's JioGauSamriddhi service

39. *The Complainant attempts to create overlap by relying on "JioGauSamriddhi". This attempt is factually and commercially strained. The Complainant's own pleadings describe JioGauSamriddhi (<https://www.jiogausamriddhi.com/>) as a technology-enabled cattle management and dairy-support solution for dairy and livestock management, involving wearable neck tags, gateways, cattle health, rumination, reproductive cycles, breeding, milk productivity, and farm productivity.*

40. *The screenshots of JioGauSamriddhi annexed by the Complainant show the language:*

"Get the best productivity out of your dairy business", "Cattle farm management made easy", "Cattle Smart Neck Tag", and monitoring of cattle health.

41. *The Respondent's platform is for pets, namely domesticated companion animals living in home environments and requiring grooming, care, vaccination support, service-provider access, and pet-parent support.*



42. *Cattle and companion pets are not the same consumer category. Dairy farmers and pet parents are not the same target audience. A cattle productivity tool and a pet-care/grooming ecosystem are not the same service.*
43. *CW-1 attempted to say that JioGauSamriddhi is for animals and further added that it is for pet animals. However, this oral extension is unsupported by the Complainant's own website screenshots and pleadings, which repeatedly describe the service in relation to cattle, dairy, milk productivity, herd management, and farm operations.*
44. *Therefore, the Complainant has failed to establish a common trade channel, common target consumer, or actual likelihood of deception.*

VII. There is no visual imitation of the Complainant's JIO branding

45. *The Complainant alleges that the Respondent has highlighted "Jio" in the Petjio logo. This allegation is misleading. The Petjio logo uses a bright, rounded, multi-colour, pet-friendly design language. The dominant colour elements are:*
- a. sky blue in "P", dots over the letters, and punctuation;*
 - b. warm orange in "e" and "t"; and*
 - c. pink in "j", "i", "o", and the exclamation mark.*
46. *The colour treatment does not replicate Reliance Jio's green circular logo, white "Jio" lettering, corporate trade dress, telecom presentation, app ecosystem, or digital-service branding.*



47. *RW-1's answer that the colour distinction was a "conscious decision" must be read in context. It was a conscious brand-design decision to create a friendly pet-care identity, not a conscious decision to imitate the Complainant.*
48. *The Respondent's visual identity is rooted in pet-care, warmth, accessibility, companionship, family orientation, and emotional bonding with pets. This is consistent with the Respondent's business and inconsistent with any alleged intention to impersonate a telecom conglomerate.*
49. *The Complainant's own annexed screenshots of the Respondent's privacy policy show the Petjio branding and pet-care service structure, not any Jio impersonation.*
50. *The Respondent may also rely upon the animal-vision and colour-behaviour literature only for the limited proposition that colour choices in animal-facing or pet-facing branding may be guided by considerations of animal response and pet-parent emotional perception. The paper titled "Effect of Color on Animal Behavior" discusses colour responses in dogs and cats, including active responses in blue/orange regions and colour-related physiological reactions. This supports the limited design rationale that blue/warm-spectrum/pink-magenta branding was chosen for pet-care appeal, not telecom imitation.*
51. *This scientific/design material is not relied upon as determinative legal proof. It is relied upon only to rebut the Complainant's speculative inference that colour variation equals mala fide adoption.*

VIII. Awareness of JIO does not equal bad faith



52. *The Complainant placed heavy emphasis on RW-1's admission that he was aware of the Complainant's JIO mark. This does not establish bad faith.*

53. *In modern India, awareness of a famous brand is unsurprising. The legal question is not awareness; the legal question is targeting, deception, diversion, impersonation, or abusive registration.*

54. *In Reliance Industries Limited v. Niyamath Sharieff, Reliance Wood Industries, the WIPO Panel considered it plausible that the respondent was aware of RELIANCE, yet still denied transfer because the respondent showed legitimate business connection with the domain name.*

55. *Therefore, the admission of awareness does not complete the Complainant's case. It must still prove lack of legitimate interest and bad faith. It has failed to do so.*

IX. The Complainant's reliance on trademark infringement cases is misplaced

56. *The Complainant relied on cases such as Ruston & Hornsby Ltd. v. Zamindara Engineering Co., Greaves Cotton Ltd. v. Mohammad Rafi, Pluto Travels India Pvt. Ltd. v. PTW Holidays Pvt. Ltd., and Prem Ratan Rathi v. Ashish Iron Trading Co.*

57. *These cases are distinguishable for four reasons:*

- a. they were civil trademark infringement/passing-off proceedings, not INDRP domain-transfer proceedings;*
- b. they involved stronger evidence of trade overlap, deceptive adoption, or identical/similar goods/services;*



- c. they did not dilute the requirement under INDRP to prove all three elements;
- and
- d. they cannot substitute proof of cybersquatting, which CW-1 admitted has not been filed.

58. **Ruston & Hornsby** dealt with "RUSTON" and "RUSTAM INDIA" for diesel internal combustion engines. The addition of "India" did not avoid infringement because the competing goods and mark resemblance were directly linked. That is not the present case, where "Petjio" is a composite pet-care expression and the Complainant's principal JIO business is telecom services.

59. **Greaves Cotton** concerned use of "GREAVES INDIA" in relation to overlapping industrial goods. The present Respondent is not selling telecom, broadband, OTT, payments, retail, or JioGau cattle devices.

60. **Pluto Travels** concerned parties in the same travel/service field, where the Court found no plausible explanation for adoption of "PLUTO" in that sector. Here, the Respondent has given a clear explanation: "Pet" + "Jio" in the sense of pet life, care, and "jio aur jeene do".

61. **Prem Ratan Rathi** concerned steel/trade-mark use and an ex parte injunction on different facts. It does not establish that the Complainant can obtain domain transfer without proving INDRP bad faith.

62. The Complainant's authorities may be relevant in a civil infringement suit, if filed. They do not decide the present INDRP complaint.

X. The Whois material does not prove bad faith



63. *The Complainant relies upon Whois records. However, the Whois material itself states that registrant data is redacted for privacy and that the data is provided for informational purposes and does not guarantee accuracy.*

64. *Redaction in Whois records is not concealment by the Respondent. It is a standard privacy consequence of registry/registrar systems. The Complainant itself received the Respondent's details through the NIXI Registrar process.*

65. *Therefore, no adverse inference can be drawn from Whois privacy.*

XI. The Complainant has not proved consumer confusion

66. *The Complainant's case repeatedly invokes "normal consumer confusion". But there is no consumer complaint, no affidavit, no survey, no misdirected email, no payment fraud, no complaint from any Jio customer, and no evidence of any member of the public believing that Petjio belongs to Reliance.*

67. *CW-1 admitted that no affidavit of any consumer confusion has been filed.*

68. *The Supreme Court in Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd. required likelihood of confusion among actual or potential customers, especially in areas of specific overlap.*

69. *Here, the Complainant has not proved overlap. A pet parent seeking grooming or companion-animal care is not likely to believe that the platform is a Reliance telecom service merely because the composite expression is "Petjio".*

XII. Continuation after cease-and-desist notice is not bad faith



70. The Complainant argues that the Respondent continued use after the cease-and-desist notice.

71. This is not bad faith. A party who honestly believes that its adoption is lawful is entitled to contest an overbroad legal notice. If mere continuation after objection were treated as bad faith, every respondent who defends a domain complaint would automatically lose.

72. RW-1 clearly stated that the Respondent continued because it considered its business genuine and different from the Complainant's business.

73. No monetary demand, no sale offer, no false affiliation, no phishing, and no impersonation followed the cease-and-desist notice. Therefore, continued use cannot be treated as cybersquatting.

XIII. Prayer

In view of the above, it is respectfully prayed that this Learned Tribunal may be pleased to:

- a. dismiss the Complaint in its entirety;
- b. hold that the Complainant has failed to prove absence of rights or legitimate interests and bad faith registration under INDRP;
- c. refuse transfer or cancellation of the domain name "petjio.in";
- d. award costs in favour of the Respondent; and
- e. pass such further orders as this Learned Tribunal may deem fit in the facts and circumstances of the case.

PETJIO WORLD PVT LTD,

THROUGH,

Respectfully submitted,

Debarghya Mitra, Advocate



S.NO	CASE DETAILS	CITATION
A	<i>Reliance Industries Limited v. Niyamath Sharieff, Reliance Wood Industries</i>	<i>WIPO Case No. D2025-1615</i>
B	<i>CoachHub GmbH v. Mehdi Aardin</i>	<i>WIPO Case No. D2025-0095</i>
C	<i>Capitalmind Financial Services Pvt Ltd v. Capitalmind consultancy Private Limited</i>	<i>INDRP Case No: 2088</i>

The same was also taken on record.

Thereafter, vide Order dated **30.06.2026**, this Tribunal directed the witnesses of both Parties to furnish the original duly signed copies of their respective witness statements in both hard-copy and scanned soft-copy formats.

In compliance with the aforesaid directions, the Complainant, on **30.06.2026** at **5:21 PM**, submitted the scanned signed copy of the witness statement of its witness, Mr. Rajesh Kumar. The original hard copy thereof was subsequently received by this Tribunal on **02.07.2026**. The same was taken on record.

Further, on **01.07.2026** at **10:57 AM**, this Tribunal received the scanned soft copy of the duly signed witness statement of the Respondent's witness, Mr. Pratik Sen. The same was also taken on record.

However, it was observed that the original hard copy of the Respondent's Final Written Submissions, as well as the original hard copy of the statement of the Respondent's witness, Mr. Pratik Sen, had not been received by this Tribunal till



Nonetheless, considering the substantial compliance of the directions issued by this Tribunal and the completion of the pleadings and evidentiary record, the matter was fixed for **04.07.2026** at **5:00 PM** for clarifications, if any, and/or for pronouncement of the Award.

T. FINDINGS & AWARD

PREFATORY NOTE

Before adjudicating the issues arising under Paragraph 4 of the INDRP Policy, the Tribunal considers it appropriate to first dispose of the objections raised by the Complainant vide e-mail dated **28.05.2026**, which were directed to be decided at the time of final adjudication by this Tribunal vide Order dated **30.05.2026**, delivered on **02.06.2026**, as they concern the procedural foundation of the present proceedings.

These Findings/Observations accordingly proceed in three chapters:

- a. Chapter I** disposes of the objections raised by the Complainant vide e-mail dated **28.05.2026**;
- b. Chapter II** contains the Tribunal's determination of the issues framed in these proceedings in consonance with Paragraph 4 of the INDRP Policy, comprising a detailed part-wise examination of the three cumulative requirements under Paragraph 4 of the INDRP Policy, the findings returned on each of those elements, and the consequential determination of the reliefs arising therefrom.

CHAPTER I

DISPOSAL OF OBJECTIONS RAISED BY THE COMPLAINANT VIDE E-MAIL DATED 28.05.2026

Objection No. 1- At the outset, it is respectfully submitted that the documents filed by the Complainant are electronic documents/electronic records, including public records, screenshots, website extracts, orders, domain-related



records, etc., in support of which, the Complainant has already filed an affidavit/certificate under Section 63 of the Bharatiya Sakshya Adhiniyam, 2023.

Objection No. 2- In light of the same, it is submitted that Section 60 of the Bharatiya Sakshya Adhiniyam, 2023, is not applicable in the manner contemplated in the procedural directions. The Bharatiya Sakshya Adhiniyam, 2023 contains a specific regime for proof of electronic records, and Section 62 provides that the contents of electronic records may be proved in accordance with Section 63. Accordingly, the Complainant respectfully requests that the direction requiring filing of an explanatory affidavit under Section 60 be treated as inapplicable, or in the alternative, be treated as satisfied by the affidavit/certificate under Section 63 already filed by the Complainant.

FINDINGS OF THE TRIBUNAL:

The Complainant submitted that every electronic record relied upon in the present proceedings has been duly accompanied by a certificate under Section 63 of the Bharatiya Sakshya Adhiniyam, 2023, and, therefore, the statutory requirement governing the admissibility of such electronic records stands fully complied with. It was further contended that a separate affidavit under Section 60 of the Bharatiya Sakshya Adhiniyam, 2023 cannot be insisted upon in respect of electronic records, as Sections 62 and 63 constitute a complete code governing the mode of proof and admissibility of electronic evidence.

This Tribunal finds merit in the said submission. All electronic records filed by the Complainant, including screenshots, website extracts, WHOIS records and other electronic material, are accompanied by Certificate under Section 63 of the Bharatiya Sakshya Adhiniyam, 2023. Consequently, the same satisfy the statutory requirements for admissibility and are accordingly taken on record.

It is further clarified that the earlier procedural direction requiring the filing of an affidavit under Section 60 of the Bharatiya Sakshya Adhiniyam, 2023 was issued



only by way of abundant caution and with a view to afford the Complainant an opportunity to file such an affidavit in the event any secondary evidence, other than electronic records governed by Sections 62 and 63 of the Bharatiya Sakshya Adhiniyam, 2023, was sought to be relied upon. Accordingly, no further affidavit under Section 60 is required insofar as the electronic records already filed by the Complainant are concerned.

Objection Nos. 1 & 2 are accordingly disposed of.

Objection No. 3- *It is further respectfully submitted that the present proceedings are governed by the .IN Domain Name Dispute Resolution Policy and the INDRP Rules of Procedure. The said Rules contemplate a summary and document-based adjudicatory framework for domain name disputes, and do not provide any right to either party to seek cross-examination of the other party's witness/deponent.*

Objection No. 4- *The Complainant thus respectfully submits that the present dispute may be adjudicated on the basis of the pleadings, documents, affidavits already filed on record by the parties. Any request for cross-examination, if made by the Respondent, would be outside the scheme of the INDRP Rules and contrary to the expeditious nature of INDRP proceedings. The admissibility, relevance, materiality and weight of the documents filed by the parties may, in any event, be determined by the Ld. Sole Arbitrator at the stage of final adjudication.*

FINDINGS OF THE TRIBUNAL:

The Complainant further objected to the Tribunal permitting cross-examination on the ground that proceedings under the INDRP are intended to be summary in nature.

The said objection is devoid of merit and is accordingly rejected. While the INDRP Rules contemplate an expeditious adjudicatory process and do not expressly provide for cross-examination, they equally do not prohibit the Tribunal



from adopting such procedural measures as may be necessary to ensure a fair, effective and complete adjudication of the dispute.

This Tribunal derives its authority from Section 19 of the Arbitration and Conciliation Act, 1996, which expressly provides that an arbitral tribunal shall not be bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872, and further empowers the Tribunal to determine the admissibility, relevance, materiality and weight of any evidence, as well as to conduct the proceedings in such manner as it considers appropriate, subject to the agreement of the parties. Such procedural autonomy necessarily includes the power to permit clarification of facts and, where the interests of justice so require, to allow a restricted cross-examination on specific issues for the purpose of elucidating disputed factual aspects.

The clarification and cross-examination directed in the present proceedings were exercised strictly within the ambit of the Tribunal's procedural discretion, in terms of the INDRP Rules, solely to facilitate a proper appreciation of the rival factual assertions. The procedure adopted by the Tribunal ensured that the issues in controversy were adjudicated on a complete and reliable factual foundation while preserving the expeditious nature of the proceedings. No prejudice whatsoever has been caused to either of the party by the adoption of such a procedural course.

Objection Nos. 3 & 4 are accordingly disposed of.

Objection No. 5 - *Insofar as the mode of hearing is concerned, the Complainant respectfully submits that it has neither sought nor requires a physical hearing. The Complainant is ready and willing to proceed on the basis of pleadings and documents filed on record. The Ld. Tribunal is requested to conduct the hearing through virtual mode/video-conferencing.*



FINDINGS OF THE TRIBUNAL

The Complainant further requested that the proceedings be conducted exclusively through the virtual mode. The said request is also rejected.

Rule 10 of the INDRP Rules provides that "**personal hearings will be conducted only in the rarest circumstances and, if warranted, will be carried out at the notified address of NIXI.**"

The Rule, therefore, expressly recognizes the Tribunal's power to direct a personal hearing where it considers such a course necessary for the proper and effective adjudication of the dispute. At the same time, the Rule does not confer upon either party any vested or absolute right to insist that the proceedings be conducted through a particular mode, whether physical or virtual. The decision as to whether a personal hearing is warranted, and the mode in which such hearing is to be conducted, lies exclusively within the procedural discretion of the Tribunal, to be exercised having regard to the facts and circumstances of the case and the interests of justice.

The record further reveals that, by Order dated **11.06.2026**, the Respondent had expressly conveyed its consent to the matter being heard through the physical mode. Upon considering the nature of the issues involved and the necessity for clarification of the parties, the Tribunal deemed it appropriate to conduct the personal hearing physically in exercise of its powers under Rule 10 of the INDRP Rules. Such a procedural determination lies entirely within the domain of the Tribunal and does not confer any corresponding right upon either party to insist upon an exclusively virtual hearing.

Accordingly, the objection raised by the Complainant is without merit and stands rejected.

Objection No. 5 is accordingly disposed of.



CHAPTER II

TRIBUNAL'S DETERMINATION OF THE ISSUES FRAMED IN THESE PROCEEDINGS IN CONSONANCE WITH PARAGRAPH 4 OF THE INDRP POLICY, COMPRISING A DETAILED PART-WISE EXAMINATION OF THE THREE CUMULATIVE REQUIREMENTS UNDER PARAGRAPH 4 OF THE INDRP POLICY, THE FINDINGS RETURNED ON EACH OF THOSE ELEMENTS, AND THE CONSEQUENTIAL DETERMINATION OF THE RELIEFS ARISING THEREFROM.

PART A: PROCEDURAL BACKGROUND AND STATUTORY SCHEME

Having disposed off the objections of the Complainant in Chapter I above, the Tribunal now sets out, part-wise, the detailed reasoning underlying the determination of each of the three cumulative requirements prescribed under Paragraph 4 of the .IN Domain Name Dispute Resolution Policy.

PART B: RULE 4(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 (ISSUE NO. 3)

B.1.1 BRIEF FACTS

The Complainant claims rights in the mark JIO, first adopted in December 2011 and used since 2016 for telecommunications and a wide digital ecosystem of services (retail, media, financial services, gaming, agri-tech, etc.), operated through its group entities Reliance Jio Infocomm Limited and Jio Platforms Limited. The Complainant relies on a large portfolio of registered JIO/JIO-formative trademarks across multiple classes, the earliest dating to December 2011, and on judicial recognition of JIO as a “well-known” mark by the Bombay



High Court (*Reliance Industries Limited & Anr. v. Ashok Kumar*, Order dated 23 August 2021).

Of particular relevance to this dispute, the Complainant has placed on record two trademark applications for JIOGAUSAMRIDDHI (Nos. 6051232 and 6051260), both filed in August 2023, in respect of a technology-enabled cattle-management and dairy-support platform operated under the JIO brand at www.jiogausamriddhi.com.

The disputed domain name <petjio.in> was, on the Complainant's case, discovered in the first week of January 2026, in the course of investigating a company named "PetJio World Private Limited" whose incorporation record disclosed the e-mail address corporate@petjio.in. The Complainant had earlier, in March 2025, issued a cease-and-desist notice to Mr. Pratik Sen in respect of two "proposed to be used" trademark applications for PETJIO (filed February and March 2025), which Mr. Pratik Sen denied infringed the Complainant's rights.

The Respondent's case, as set out in the Reply and supported by the Respondent's Evidence, is that "Petjio" is an independently coined, composite term combining "Pet" with the Hindi/Bengali word "जियो" (jiyo/jio), a common blessing meaning "live well" or "prosper", conceived between November and December 2024 by the Respondent together with named associates, for a pan-India digital pet-care platform. The Respondent denies any intent to invoke or trade upon the Complainant's telecom-linked JIO mark.

B.1.2 RIVAL CONTENTIONS ON RULE 4(A)

Complainant. The Complainant contended that: (i) it holds long-standing, registered and well-known rights in JIO; (ii) the disputed domain wholly and without alteration incorporates the JIO mark, the addition of the prefix "Pet" and the ccTLD ".in" being insufficient in law to displace confusing similarity, relying



on *Morgan Stanley v. Bharat Jain* (NIXI, 28 October 2010) for the proposition that a ccTLD suffix is to be disregarded, and on *Satyam Infoway Ltd. v. Sifynet Solutions Pvt. Ltd.* for the proposition that trademark and domain-name rights are not mutually exclusive; (iii) the Respondent's own logo/branding renders "JIO" the visually dominant element; and (iv) the animal-care/dairy field is, in any event, not foreign to the Complainant, given its registered JIOGAUSAMRIDDHI marks and platform.

Respondent. The Respondent contended that: (i) "Petjio" is a unitary, non-severable coinage and must be assessed as a whole rather than dissected into "JIO" plus a prefix; (ii) the word "jio"/"jiyo" has an ordinary, pre-existing meaning in Indian languages unconnected with the Complainant; (iii) the parties operate in wholly different fields (telecom/retail/energy on one hand, pet-care services on the other), reach different consumer segments through different trade channels, and there is consequently no likelihood of confusion; and (iv) the Respondent's own Evidence demonstrates a bona fide, independently documented conception process with no reference to, or intention to invoke, the Complainant's brand.

B.1.3. APPLICABLE TEST UNDER RULE 4(A)

Rule 4(a) poses a narrow, threshold enquiry, distinct in character from a full infringement or passing-off analysis. It requires the Tribunal to determine, first, whether the Complainant has rights in a relevant name, trademark or service mark, and second, whether the disputed domain name — considered as a textual string, on a straightforward visual and phonetic comparison — is identical or confusingly similar to that mark. Considerations such as the parties' respective fields of business, target consumer segments, trade channels, and the presence or absence of actual confusion in the marketplace are ordinarily relevant to the later enquiry into rights/legitimate interests and bad faith, rather than to the Rule 4(a)



comparison itself, which is typically undertaken side-by-side and without regard to extrinsic use.

It is similarly well established, and was not disputed by the Respondent, that the country-code top-level domain “.in” is a technical registration requirement that does not bear on the comparison. Reliance on *Morgan Stanley v. Bharat Jain* for that limited proposition was found to be well founded and was accepted.

B.1.4 ANALYSIS

(i) Complainant’s rights in the mark. The Complainant’s registrations for JIO (the earliest dating to December 2011, in Classes 9 and 38) are on record and are stated to be valid and subsisting. Coupled with the Bombay High Court’s recognition of JIO as a well-known mark, the Complainant has plainly established rights in the mark JIO for the purposes of Rule 4(a). This was not seriously contested by the Respondent, whose case was directed instead at the second limb — confusing similarity — rather than at the existence of the Complainant’s rights as such.

(ii) Whether <petjio.in> is confusingly similar to JIO. Applying the threshold comparison described above, the disputed domain name reproduces the Complainant’s registered mark JIO in its entirety and without any alteration, misspelling or abbreviation. The only additions are the common English word “Pet” as a prefix and the mandatory ccTLD “.in”. On a straightforward side-by-side reading, the JIO element remains distinctly recognisable within the disputed domain name.

The Respondent’s “composite mark” submission — that “Petjio” must be read as a single, organic coinage rather than dissected into its components — is a submission of some conceptual appeal, and would carry real weight in a full trademark-infringement or passing-off enquiry, where questions of overall commercial impression, anti-dissection, and the ordinary meaning of constituent



words are squarely in play. It is less apt to displace the narrower Rule 4(a) test, which is concerned with recognisability of the Complainant's mark within the domain string rather than with the domain name's independent semantic content. Even reading "Petjio" as the Respondent urges, the fact remains that the four letters "JIO" — identical to the Complainant's registered and well-known mark — sit intact and recognisable within it.

The Respondent's linguistic explanation — that "jio"/"jiyo" carries an independent meaning in Hindi/Bengali predating the Complainant's mark — is plausible as an account of etymology and, importantly, is relevant to the Respondent's state of mind and good faith. It does not, however, alter the objective visual and phonetic identity between the JIO element of the disputed domain name and the Complainant's registered mark, which is what Rule 4(a) is concerned with. Whether that same explanation suffices to establish a legitimate interest or negate bad faith is a distinct question, to be examined under the appropriate limb of the Policy and not disposed of at that stage.

As to the Respondent's "different goods/trade channels/consumer base" submission: for the reasons noted above, this line of argument sits more naturally within the rights/legitimate-interest or bad-faith enquiry than within the Rule 4(a) comparison. It is, in any event, weakened on its own facts by the Complainant's registered JIOGAUSAMRIDDHI marks and platform, which show that the Complainant's use of JIO is not confined to telecommunications in the narrow sense but extends into an animal-husbandry-adjacent vertical; and by the digital, platform-based character of the Respondent's own pet-care offering, which shares an online/app-based mode of delivery with several of the Complainant's JIO-branded services. These, however, were observations going to the weight of an argument that was in any case not determinative of the Rule 4(a) enquiry, and were not to be read as a finding on the separate question of legitimate interest.



The Complainant's reliance on its own branding/logo evidence, and the figure of persons said to have been misled, was noted but was not necessary to the finding on Rule 4(a), which turns on the textual comparison of the domain string with the registered mark rather than on the manner of subsequent use of the associated logo.

B.1.5 FINDINGS OF THE TRIBUNAL

Upon a careful consideration of the pleadings, evidence and submissions advanced by the parties, this Tribunal records that the Complainant has successfully established enforceable rights in the trademark JIO. The documentary evidence on record demonstrates that the Complainant owns numerous valid and subsisting registrations for the mark JIO and JIO-formative marks, the earliest dating back to December 2011. The mark has been extensively used since 2016 and has acquired immense goodwill and reputation across diverse sectors of the digital economy. The judicial recognition of JIO as a well-known trademark further reinforces the Complainant's proprietary rights.

Upon a careful consideration of the pleadings, evidence and submissions advanced by the parties, this Tribunal records that the Complainant has successfully established enforceable rights in the trademark JIO. The documentary evidence on record demonstrates that the Complainant owns numerous valid and subsisting registrations for the mark JIO and JIO-formative marks, the earliest dating back to December 2011. The mark has been extensively used since 2016 and has acquired immense goodwill and reputation across diverse sectors of the digital economy. The judicial recognition of JIO as a well-known trademark further reinforces the Complainant's proprietary rights.

The Tribunal further finds that the disputed domain name <petjio.in> incorporates the Complainant's registered trademark JIO in its entirety. The only additions are the descriptive prefix "Pet" and the country code top-level domain



".in", neither of which is sufficient to distinguish the disputed domain name from the Complainant's trademark. The ccTLD ".in" is merely a technical requirement of domain name registration and is legally irrelevant while assessing confusing similarity under Paragraph 4(a) of the INDRP Policy.

The Respondent's submission that "**Petjio**" constitutes an indivisible composite expression derived from the Hindi/Bengali expression "jio/jiyo" meaning "live" or "prosper" has been duly considered. However, such an explanation pertains primarily to the Respondent's state of mind, intention and alleged bona fides, which are matters falling for examination under the subsequent requirements of the Policy concerning legitimate interest and bad faith. The enquiry under Paragraph 4(a) is significantly narrower and is confined to determining whether the Complainant's trademark remains recognizable within the disputed domain name. Applying that threshold test, the Tribunal finds that the mark **JIO** remains wholly incorporated and immediately recognizable within <**petjio.in**>.

Similarly, the Respondent's reliance upon differences in the parties' respective fields of business, trade channels and consumer segments cannot displace the finding under Paragraph 4(a). Such considerations may become relevant while examining the Respondent's rights or legitimate interests or the existence of bad faith but are not determinative of the limited comparison required at the first stage of the INDRP enquiry.

The Tribunal also notes that the Complainant relied upon the Respondent's branding and instances of consumer confusion. While such material may assume significance under the later limbs of the Policy, it is unnecessary for deciding the present issue, which turns solely upon a comparison between the disputed domain name and the Complainant's trademark.

Accordingly, **the Tribunal holds that: (a) the Complainant has established rights in the trademark JIO; and (b) the disputed domain name <petjio.in>**



is confusingly similar to that mark, the addition of the descriptive prefix "Pet" and the ccTLD ".in" being insufficient, on the threshold test applicable under Paragraph 4(a) of the INDRP Policy, to avoid such similarity. The first requirement under Paragraph 4(a) of the INDRP Policy accordingly stands satisfied in favour of the Complainant.

This finding is confined strictly to the enquiry under Paragraph 4(a) and shall not be construed as expressing any opinion upon whether the Respondent possesses rights or legitimate interests in the disputed domain name or whether the disputed domain name has been registered or is being used in bad faith. The Respondent's evidence relating to the independent conception of "Petjio", the chronology of the venture's development, and the alleged absence of any intention to invoke the Complainant's mark are matters that fall for independent determination under the subsequent limbs of the INDRP Policy.

The Tribunal has also considered the Final Written Submissions filed by the parties together with the Complainant's Compilation of Judgments. Nothing contained therein warrants any departure from the findings already recorded under Paragraph 4(a). Rather, the additional authorities cited by both parties reinforce the legal principles that have already been applied.

The Respondent placed reliance upon **PhonePe Pvt. Ltd. v. Ezy Services & Anr.** and **Marico Ltd. v. Agro Tech Foods Ltd.**, contending that a composite trademark cannot be dissected so as to confer monopoly over a common or descriptive element. Those decisions undoubtedly lay down important principles governing infringement and passing-off actions, where the Court examines the overall commercial impression of competing marks in their marketplace context. However, the enquiry under Paragraph 4(a) of the INDRP Policy is materially different. It requires only a threshold textual comparison to determine whether the complainant's trademark remains recognizable within the disputed domain



name. Consequently, the Respondent's reliance upon the doctrine against dissection does not alter the conclusion already reached under Paragraph 4(a).

The Tribunal has likewise considered the authorities relied upon by the Complainant, namely **Ruston & Hornsby Ltd. v. The Zamindara Engineering Co., Greaves Cotton Ltd. v. Mohammad Rafi & Ors., Prem Ratan Rathi & Ors. v. Ashish Iron Trading Co. & Ors., and Pluto Travels India Private Limited v. PTW Holidays Private Limited.** These authorities consistently affirm the principle that the addition of descriptive words, prefixes or suffixes to a registered or well-known trademark does not ordinarily negate confusing similarity where the essential and distinctive feature of the earlier mark remains recognizable. They further establish that presentational differences in logos, colour schemes or device marks do not displace such similarity when the dominant textual component remains substantially identical.

Applying these settled principles, the Tribunal finds that the addition of the descriptive prefix "**Pet**" does not diminish the prominence or recognizability of the Complainant's trademark **JIO** within the disputed domain name. The Respondent's continued reliance upon the linguistic meaning of "jio/jiyo" likewise remains relevant, if at all, only to the subsequent enquiries concerning legitimate interest and bad faith and not to the threshold comparison mandated under Paragraph 4(a).

The Tribunal, however, clarifies that while differences in the parties' respective branding, website layout, colour schemes and overall presentation are immaterial for determining confusing similarity under Paragraph 4(a), those aspects assume significance while considering the Respondent's conduct and intention under the enquiries relating to legitimate interest and bad faith. The two enquiries are distinct and have accordingly been considered separately in these Findings.



Accordingly, the Tribunal reaffirms and confirms its finding that the Complainant has established rights in the trademark JIO and that the disputed domain name <petjio.in> is confusingly similar to that trademark within the meaning of Paragraph 4(a) of the INDRP Policy.

PART C: RULE 4(b) — THE REGISTRANT HAS NO RIGHTS OR LEGITIMATE INTERESTS IN RESPECT OF THE DOMAIN NAME (ISSUE NO.4)

C.1.1 GOVERNING PRINCIPLE

It is well settled that a Complainant is not required to disprove every conceivable basis on which a Respondent might claim rights or legitimate interests; it is sufficient for the Complainant to establish a prima facie case that the Respondent lacks such rights or interests, whereupon the burden shifts to the Respondent to come forward with concrete, credible evidence — going beyond bare assertion — establishing rights or legitimate interests.

C.1.2 RIVAL CONTENTIONS

Complainant. The Complainant contended that the Respondent satisfies none of the three illustrative limbs: (a) there is no demonstrated bona fide commercial use of the domain prior to the cease-and-desist notice of 25 March 2025 — the earliest documented social-media activity (26 February 2025) is a generic festival greeting unconnected with any pet-care offering, and the Respondent’s own post of 23 May 2025 admits the platform was, as of that date, still “being built”; (b) the entirety of the Respondent’s “commonly known” material — social media following, press mentions, DPIIT recognition, and the incorporation of Petjio World Private Limited on 8 May 2025 — post-dates both the domain registration (11 January 2025) and the notice of dispute (25 March 2025), and cannot retrospectively confer legitimacy; and (c) the Respondent’s own pleaded case is that of a commercial venture, with NGO/welfare features described as ancillary,



taking the matter outside the non-commercial/fair-use limb entirely. The Complainant further pointed to the Respondent's trademark applications having been filed on a "proposed to be used" basis — a sworn statutory disclaimer of actual use — as directly contradicting any claim of established pre-notice use, and noted an undisclosed subsequent application for "Petjiyo!" filed on 1 May 2026.

Respondent. The Respondent contended that it satisfies all three limbs: (a) brand conception (November–December 2024), domain registration (11 January 2025), registration of the companion domain <petjioworld.com> (on the Complainant's own dating, 16 January 2025), and public brand-building activity all pre-date the notice of dispute, and amount to bona fide use and/or demonstrable preparation to use the domain in connection with a genuine pet-care offering; (b) within months, the Respondent had become commonly known by the name Petjio through social media, press coverage, DPIIT Startup India recognition, pending trademark applications, and the incorporation of a dedicated corporate entity; and (c) the venture's NGO fundraising and animal-welfare/pet-abuse reporting features reflect a legitimate, socially valuable use in addition to its commercial character. The Respondent also relied on its considered, good-faith reply of 27 March 2025 to the Complainant's cease-and-desist notice as evidence of transparency and absence of any intent to trade on the Complainant's goodwill.

C.1.3 ANALYSIS

Limb (a): bona fide use, or demonstrable preparations to use, prior to notice of dispute. The record does show pre-notice activity: the conception narrative (November–December 2024), the domain registration itself (11 January 2025), and the registration of the companion domain <petjioworld.com> shortly thereafter. These are genuine preparatory steps and are treated as such. However, "use" — as distinct from preparation — in connection with an actual offering of pet-care goods or services is thinly evidenced for the period between registration



and the notice of dispute. The earliest documented public activity relied upon by the Respondent's own annexures is a generic festival greeting on 26 February 2025, which does not evidence any offering of services. No website content, transaction, customer engagement, or service delivery through <petjio.in> prior to 25 March 2025 has been placed on record. The Respondent's own subsequent post of 23 May 2025 — describing the platform as one the Respondent was “building” — is, if anything, an admission that operational use had not matured even two months after the notice, which does not assist a claim of use predating it. The trademark applications for PETJIO, filed on a “proposed to be used” basis in February and March 2025, are a sworn acknowledgment of non-use as of those dates and sit uneasily with a simultaneous claim of established bona fide commercial use.

On balance, therefore, the material on record supported genuine preparatory conduct (name conception, domain acquisition, initial brand design) but fell short of establishing bona fide use, or the kind of demonstrable, concrete preparations to use tied to an identifiable, imminent commercial launch, prior to the notice of dispute. **This limb was not made out on the record.**

Limb (b): commonly known by the domain name. The Respondent's evidence of public recognition — social media following, press coverage, DPIIT recognition, and the incorporation of Petjio World Private Limited (8 May 2025) — was not disputed as to its existence, and reflects real investment and effort. The difficulty, on this limb, is temporal: substantially all of this recognition material post-dates not merely the domain registration but the notice of dispute itself. A reputation built up after a Complainant's mark-holder has already objected to the adoption of a confusingly similar domain name is of limited probative value in establishing that the Respondent was, independently, “commonly known” by that name at the relevant time; were it otherwise, a registrant could immunise an objectionable domain simply by continuing to trade



under it and building visibility after having received formal objection. **The genuine scale and public character of the Respondent's subsequent enterprise is a matter of legitimate weight in assessing the Respondent's good faith and proportionality of remedy at the appropriate stage, but it does not, without more, satisfy this limb as framed.**

Limb (c): legitimate non-commercial or fair use, without intent for commercial gain. This limb, on its terms, applies only to use that is non-commercial, or fair, and without intent for commercial gain. On the Respondent's own pleaded case, the Petjio platform is a commercial venture — a marketplace and service-aggregation platform for pet-care providers — with the NGO fundraising and animal-welfare reporting features expressly described as additional or reinforcing elements rather than the principal character of the use. That characterisation, coming from the Respondent's own pleadings, is dispositive: an admittedly commercial platform, whatever its social-value features, cannot simultaneously be non-commercial use within the meaning of this limb. **This limb was not made out.**

Weight to be given to the Respondent's good-faith narrative. The Respondent's account of the independent, family-linked conception of the name "Petjio", and its considered written response to the Complainant's cease-and-desist notice, reflect a degree of transparency and candour that distinguishes this matter from a case of opportunistic cybersquatting undertaken purely for resale or diversion of traffic. That narrative, however, speaks principally to the Respondent's state of mind and intent — matters that are more directly relevant to the bad-faith enquiry under Rule 4(c) — rather than to whether, as a matter of the Policy's structured test, the Respondent has established rights or legitimate interests under any of the three specific limbs examined above. A sincere and good-faith belief in one's own entitlement to adopt a name is not, by itself, a



rights-conferring circumstance under the Policy where the objective elements of the three limbs are not independently satisfied.

C.1.4 FINDING OF THE TRIBUNAL

The Tribunal has carefully considered the pleadings, documentary evidence, oral submissions and the Final Written Submissions of the parties on the issue of the Respondent's rights or legitimate interests under Paragraph 4(b) of the INDRP Policy.

The Complainant has successfully discharged its initial burden. The Respondent is admittedly neither affiliated with nor authorized by the Complainant to use the JIO trademark, and the disputed domain name incorporates the Complainant's well-known trademark in its entirety. The burden, therefore, shifted upon the Respondent to establish rights or legitimate interests in the disputed domain name.

With respect to the first limb, namely **bona fide use or demonstrable preparations to use the disputed domain name prior to notice of the dispute**, the Tribunal finds that although the Respondent has produced evidence indicating conception of the **Petjio** brand during November-December 2024, registration of the disputed domain name on 11.01.2025 and acquisition of the companion domain **<petjioworld.com>**, these circumstances establish, at best, preliminary preparatory steps. They do not demonstrate that the disputed domain name was being used in connection with a bona fide offering of goods or services prior to the issuance of the cease-and-desist notice dated 25.03.2025.

The documentary evidence placed on record discloses that the earliest public-facing activity relied upon by the Respondent prior to the notice is merely a generic social media post unrelated to the offering of pet-care services. No evidence has been produced of an operational website, customer registrations, commercial transactions, invoices, bookings, service delivery or any other



objective indicator of a functioning commercial venture before the notice of dispute. On the contrary, the Respondent's own public statements describing the platform as one that was still "**being built**" after receipt of the notice undermine the plea that a bona fide commercial offering already existed.

The Tribunal further finds considerable significance in the Respondent's trademark applications for **PETJIO**, filed during February and March 2025 on a "**proposed to be used**" basis. Such declaration constitutes a statutory representation by the applicant that the mark had not yet commenced actual commercial use. This sworn declaration materially contradicts the Respondent's assertion that an established commercial venture was already in operation during the same period.

The Respondent has correctly submitted that Paragraph 7 recognizes not only actual use but also demonstrable preparations to use a domain name. The Tribunal accepts this proposition as a correct statement of law. However, genuine preparatory activities such as conceptualization, domain registration and preliminary branding, without corresponding evidence of a concrete, imminent commercial launch supported by objective material, are insufficient to satisfy the first limb of Paragraph 7. The Respondent's preparations, though genuine, do not attain the threshold contemplated by the Policy.

The Tribunal next considers whether the Respondent was **commonly known by the disputed domain name**. The Respondent has undoubtedly produced material demonstrating subsequent business development, including social media presence, press coverage, incorporation of **Petjio World Private Limited**, DPIIT Startup India recognition, and other promotional activities. The Tribunal does not doubt that substantial effort and investment have been made towards developing the Respondent's enterprise.



However, the difficulty lies in the chronology of these events. Almost all the material relied upon by the Respondent arose after the Complainant had already objected to the disputed domain name through the cease-and-desist notice dated 25.03.2025. Recognition or goodwill acquired after notice of an existing dispute cannot retrospectively create rights or legitimate interests under the Policy. Were such evidence sufficient, a registrant could effectively legitimize an otherwise objectionable domain name merely by continuing to trade under it after receiving notice of infringement. The Tribunal is therefore unable to hold that the Respondent was independently and commonly known by the disputed domain name at the relevant point of time.

The third limb concerns **legitimate non-commercial or fair use without intent for commercial gain**. The Tribunal finds that the Respondent's own pleadings decisively answer this issue. Throughout the proceedings, the Respondent has consistently described **Petjio** as a commercial startup, a technology-enabled marketplace and service aggregation platform intended to generate commercial business in the pet-care sector. The NGO fundraising initiatives, animal welfare reporting and public-interest activities are pleaded only as ancillary features of that commercial platform. While these initiatives are undoubtedly socially beneficial, they do not alter the essential commercial character of the Respondent's venture. Consequently, the Respondent cannot simultaneously claim protection under the non-commercial or fair-use exception contemplated by Paragraph 7.

The Tribunal has also considered the Respondent's explanation regarding the independent conception of the name **Petjio**, its family background, the earlier **Elite K9 Club** business, the development of the platform, investor outreach, website architecture, privacy policy, technological development and startup recognition. These circumstances undoubtedly demonstrate that the Respondent undertook genuine efforts towards establishing a pet-care enterprise. They may



also be relevant while appreciating the Respondent's subjective belief regarding adoption of the name. However, sincere belief, transparency or commercial investment, by themselves, do not constitute rights or legitimate interests within the meaning of Paragraph 7 where the objective statutory requirements remain unfulfilled.

The Tribunal has further considered the Respondent's reliance upon the cross-examination of RW-1 and the submission that completed commercial transactions are not a prerequisite under Paragraph 7. While the Tribunal accepts that actual sales are not indispensable, the Respondent's own evidence during cross-examination confirms the absence of invoices, customer bookings, commercial transactions or banking records prior to the notice of dispute. Rather than strengthening the Respondent's case, such evidence corroborates the conclusion that actual commercial use remained largely aspirational at the relevant time.

The additional material placed on record through the Final Written Submissions, including references to **Elite K9 Club**, the Respondent's privacy policy and the intended features of the platform, does not materially alter the analysis already undertaken. The central deficiencies identified by the Tribunal continue to subsist, namely the absence of objective evidence demonstrating bona fide commercial use or sufficiently concrete preparations prior to the notice of dispute, the Respondent's own statutory declaration of proposed use, and the fundamentally commercial nature of the Respondent's venture.

Accordingly, the Tribunal holds that the Complainant has successfully established a **prima facie** case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has failed to discharge the burden cast upon it of establishing rights or legitimate interests under any of the three illustrative circumstances contemplated under Paragraph 7 of the INDRP Policy.



The Tribunal therefore finds that the Respondent has not established any rights or legitimate interests in the disputed domain name <petjio.in>. Accordingly, the second requirement under Paragraph 4(b) of the INDRP Policy stands satisfied in favour of the Complainant.

The Tribunal clarifies that these findings are confined to the enquiry under Paragraph 4(b) of the INDRP Policy. They do not constitute any independent finding regarding the Respondent's intent or bad faith, which has been separately examined under Paragraph 4(c) of the Policy.

PART D: RULE 4(c) — THE REGISTRANT'S DOMAIN NAME HAS BEEN REGISTERED OR IS BEING USED IN BAD FAITH (ISSUE NO.5)

D.1 STATUTORY AND POLICY FRAMEWORK

Paragraph 4(c) of the INDRP Policy requires the Complainant to demonstrate that *"the Registrant's domain name has been registered or is being used in bad faith."* The use of the disjunctive "or" is significant — bad faith at the stage of registration and bad faith in subsequent use are independent and alternative grounds; proof of either suffices to satisfy the third element of Paragraph 4.

Paragraph 6 of the Policy sets out, illustratively and not exhaustively, circumstances that constitute evidence of bad faith registration and use, including registration primarily to sell/rent/transfer the domain for valuable consideration in excess of documented costs; registration to prevent the trademark owner from reflecting its mark in a corresponding domain name as part of a pattern of conduct; registration primarily to disrupt the business of a competitor; and use of the domain to intentionally attract, for commercial gain, internet users by creating a likelihood of confusion with the Complainant's mark as to source, sponsorship, affiliation or endorsement. Being illustrative, this list does not exhaust the universe of conduct that may found a finding of bad faith, and the Tribunal is entitled to draw reasonable inferences of bad faith from the totality of facts and surrounding circumstances of a given case.



D.2 MEANING OF “BAD FAITH” AND “GOOD FAITH” — THE EXPANDED TEST

“Bad faith”, in its ordinary legal sense, denotes conduct actuated by a dishonest, fraudulent, or improper motive — a design to take unfair advantage of another, or to injure another’s rights, undertaken with actual or constructive knowledge that no legitimate entitlement exists. It is the antithesis of an honest, bona fide belief in one’s own right. Bad faith need not be proved by direct evidence of intention; it is ordinarily established by inference from the surrounding facts — the manner and timing of adoption, the absence of any independent or plausible explanation for the choice of an identical/deceptively similar name, the fame of the senior mark, and the conduct of the party after objection is raised.

“Good faith”, by contrast, connotes an honest and reasonable belief, free of any intent to deceive or take undue advantage, that the adopter possesses a legitimate right, claim, or business justification independent of the Complainant’s mark — typically demonstrated by a verifiable, pre-existing use of the name in connection with a bona fide offering of goods or services, or a common, descriptive, or otherwise independently justifiable adoption unconnected with the Complainant’s reputation.

The Tribunal finds it necessary to **expand** the conventional, closed-list understanding of bad faith under Paragraph 6 to hold that bad faith registration is also constituted where a Registrant: (i) registers a domain name knowing it has no antecedent right, title, or interest whatsoever in the name; (ii) does so without exercising any due diligence to ascertain whether the name, or any deceptively similar variant, is already the subject of trademark protection across the relevant class or classes of goods/services, or is otherwise recognised and protected in law; and (iii) the resultant registration, viewed objectively, discloses an intention to encroach upon the property of another with a view to appropriating, for commercial gain, some fraction of the goodwill, custom, or business associated



with the senior mark. Such conduct, in substance, partakes of the character of a tortious wrong analogous to conversion — namely, an unauthorised assumption of dominion over intangible property (the goodwill subsisting in the mark) that rightfully belongs to another, to the exclusion of the true owner's rights therein. Registration undertaken in the teeth of such an absence of due diligence and antecedent right is not innocent oversight; it is bad faith at the threshold.

Even where the initial act of registration were to be assumed, for the sake of argument, not to be tainted, bad faith independently arises at the stage of use where the Registrant, upon being placed on notice of the Complainant's objection, nevertheless continues to use, host, or hold the domain name so as to derive, or hold itself out as capable of deriving, commercial benefit from any fraction of the business, traffic, or brand recall attributable to the Complainant's mark. Continued use post-objection, without any credible attempt to justify or discontinue the impugned use, is itself an independent and self-sufficient ground of bad faith under Paragraph 4(c), distinct from and additional to bad faith at registration.

D.3 BURDEN OF PROOF

It is well recognised in the jurisprudence under the Policy that the burden of proof in the first instance lies upon the Complainant to establish a prima facie case on each of the three limbs of Paragraph 4, including bad faith. Once the Complainant places on record material sufficient to raise a credible prima facie case — such as the seniority, distinctiveness and fame of its mark, the manner in which the disputed domain name incorporates or is deceptively similar to that mark, and the absence of any explanation on the face of the record for the Respondent's adoption — the evidential burden shifts to the Registrant to come forward with cogent, verifiable material establishing a bona fide, good-faith justification for its registration and use.



Burden discharged by the Complainant. On an appreciation of the pleadings and material on record, the Tribunal finds that the Complainant has duly discharged the initial burden resting upon it. The Complainant has placed on record, inter alia, proof of prior and extensive statutory and common-law rights in the “JIO”/“RELIANCE JIO” family of marks, their trans-border and domestic reputation, registration across multiple classes, and the deceptive similarity of the disputed domain name thereto, coupled with the Respondent’s silence or non-substantive response on the question of independent adoption. This constitutes a sufficient prima facie showing of registration in bad faith, shifting the onus onto the Respondent.

Onus not discharged by the Respondent. The Respondent, having had full opportunity to rebut the case so made out, has failed to discharge the onus that shifted to it. In particular, the Respondent has been unable to place on record any credible evidence — documentary or otherwise — establishing the existence of a prior or contemporaneous business, digital or non-digital, carried on under the same or any deceptively similar name, in any recognised form or constitution of business (whether as a sole proprietorship, partnership, unregistered association, or body corporate). The absence of any such antecedent trade, business registration, invoicing history, licence, or public-facing use predating the Complainant’s rights or the dispute is fatal to any claim of independent, good-faith adoption, and reinforces rather than displaces the inference of bad faith already raised by the Complainant.

For the reasons recorded hereinabove, the Tribunal holds and finds as follows:

- (i) The Respondent registered the disputed domain name <petjio.in> without any antecedent legal right or title and without exercising due diligence to ascertain the availability of the name vis-à-vis the Complainant’s well-known and protected **JIO** trademarks.



- (ii) The evidence on record establishes that the Respondent was aware, or at the very least ought reasonably to have been aware, of the Complainant's well-known **JIO** mark at the time of registration. The Respondent's subsequent conduct, including its own public acknowledgment of the phonetic similarity between the competing marks, the continued commercial use of the disputed domain name despite receipt of the cease-and-desist notice, and the progressive attempts to build legitimacy around the impugned adoption, clearly establish both bad faith registration and bad faith use within the meaning of Paragraph 6 of the INDRP Policy.
- (iii) The Respondent has failed to establish any prior legal right, independent entitlement, or legitimate interest in the disputed domain name. The material placed on record demonstrates that the adoption of the disputed domain name was calculated to appropriate the commercial attraction, goodwill and source-identifying significance associated with the Complainant's well-known **JIO** mark for the Respondent's own commercial advantage.
- (iv) The continued use of the disputed domain name after the Respondent had been expressly notified of the Complainant's rights further reinforces the finding of bad faith. The Respondent consciously persisted with the impugned adoption notwithstanding the objection raised by the Complainant, thereby continuing to derive, or attempting to derive, commercial benefit from the association created with the Complainant's mark.
- (v) The Complainant has successfully discharged the burden cast upon it under Paragraph 4 of the INDRP Policy. The evidentiary burden which thereafter shifted upon the Respondent has not been satisfactorily discharged, the Respondent having failed to establish any legally recognizable right or legitimate interest capable of defeating the Complaint.



Accordingly, the Tribunal holds that the disputed domain name <petjio.in> has been **registered and is being used in bad faith** within the meaning of Paragraph 4(c) read with Paragraph 6 of the INDRP Policy. The requirement under Rule 4(c) accordingly stands satisfied in favour of the Complainant.

ISSUE NO.6

Having already concluded under Parts B and C that the Complainant has established (i) confusing similarity under Rule 4(a) and (ii) absence of the Respondent's rights or legitimate interests under Rule 4(b), the Tribunal finds that the Complainant has successfully proved **all three cumulative requirements prescribed under Paragraph 4 of the INDRP Policy.**

Consequently, the Complaint deserves to succeed.

In view of the foregoing findings, and in exercise of the powers conferred under **Paragraph 10 of the INDRP Policy**, the Tribunal records the following final determination:

- a) The requirement under Rule 4(a) of the INDRP Policy stands established in **favour** of the Complainant.
- b) The requirement under Rule 4(b) of the INDRP Policy stands established in **favour** of the Complainant.
- c) The requirement under Rule 4(c) of the INDRP Policy also stands established in **favour** of the Complainant.
- d) The Complainant having successfully established all three cumulative elements required under Paragraph 4 of the INDRP Policy, the Complaint is **allowed.**

ISSUE NO. 1



e) The disputed domain name <petjio.in> is directed to be **transferred to the Complainant**, in accordance with Paragraph 10 of the INDRP Policy and the applicable procedures of the Registry, as a result, the Respondent, his agents, servants, dealers, distributors and any other person (s) acting for and on its behalf are permanently restrained from using the domain name www.petjio.in or any other deceptively similar mark or domain name, which may amount to infringement of Complainant's mark, domain name or any other identity and also from doing any other thing, which is likely to create a confusion and deception with any activity of the Respondent for any connection with the Complainant.

ISSUE NO. 2

- f) No further relief falls for consideration in these proceedings, the Tribunal's jurisdiction under the INDRP Policy being confined to cancellation or transfer of the disputed domain name.
- g) Having regard to the facts and circumstances of the case, the parties shall bear their own costs.
- h) National Internet Exchange of India (NIXI) is directed to take incidental or ancillary actions involved in the transfer of the domain name, as directed.




(DR. PANKAJ GARG)
SOLE ARBITRATOR

PLACE: NEW DELHI
DATE: 04.07.2026