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Property Description	:	Not Applicable
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THE ARBITRAL TRIBUNAL COMPRISING OF SR. ADVOCATE, SUPREME COURT OF INDIA, DR. PANKAJ GARG SOLE ARBITRATOR

In the matter: Complaint No. INDRP Case No. 2166 titled as 'Koneru Lakshmaiah Education Foundation Versus Ainan Ahmed' —Domain Dispute name—www.klef.net.in

Sole Arbitrator Dr. Pankaj Garg Advocate Sole Arbitrator

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23-Oct-2026 12:09 PM 23-Oct-2026 12:09 PM
PANKAJ GARG PANKAJ GARG PANKAJ GARG

IN THE MATTER OF ARBITRATION BETWEEN:

KONERU LAKSHMAIAH EDUCATION FOUNDATION
(DEEMED TO BE UNIVERSITY)
29-36-38, MUSUEM ROAD,
GOVERNORPET, VIJAYAWADA,
A.P.-520 002, INDIA
EMAIL: SUSHANT@SCRIBOARD.COM, NAVYA@SCRIBOARD.COM
ADITI@SCRIBOARD.COM

...COMPLAINANT

THROUGH: MR. SUSHANT MURTHY,
MS. NAVYA CHOPRA & MS. ADITI MENDIRATTA,
SCRIBOARD, ADVOCATES & LEGAL CONSULTANTS

VERSUS

AINAN AHMED
524, CHOTTA BAZAR, SHAHDARA
DELHI-110033. INDIA
EMAIL: AMANATULLAH7858@GMAIL.COM

...RESPONDENT

THROUGH: NONE

AWARD SIGNED AND PRONOUNCED ON 23.10.2026

DISPUTED DOMAIN NAME: WWW.KLEF.NET.IN

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Dr. Pankaj Garg
Advocate
Sole Arbitrator

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SOLE ARBITRATOR

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VERSUS

AINAN AHMED
524, CHOTTA BAZAR, SHAHDARA
DELHI-110033. INDIA
EMAIL: AMANATULLAH7858@GMAIL.COM

...RESPONDENT

THROUGH: NONE

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 **22.08.2026** by way of a reference addressed to Dr. Pankaj Garg, for the adjudication of the

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disputes and differences between Konern Lakshmaiah Education Foundation and Ainan Ahmed with regard to the Domain Name '**www.klef.net.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 **22.08.2026**, the consent to arbitrate the issue was given by Dr. Pankaj Garg to the NIXI on **22.08.2026** along with a statement of the impartiality. On **24.08.2026**, 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 **07.09.2026**. Thus, this Arbitral Tribunal was constituted on **24.08.2026** 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 **24.08.2026** 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 **24.10.2026** 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 (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 a premier educational institution located in Andhra Pradesh, India, is a Category 1 University, as conferred by the University Grants Commission [UGC]. The Complainant ranks among the top 30 institutions in India, securing the 22nd position in the NIRF Rankings 2024. Accredited with an A++ grade by NAAC and certified as an ISO 21001:2018 institution, the Complainant is celebrated for its unwavering commitment to academic excellence, research advancements and societal contributions.

The Respondent, in this proceeding is 'Ainan Ahmed' who has obtained a domain name registration for www.klef.net.in which is a duplication of the Complainant's well-known mark 'KLEF' in its entirety without changing a single word and has in all certainty been registered in order to confuse and mislead people as being part of the Complainant's educational institution.

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D. FACTUAL BACKGROUND

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

[10.] The Complainant, Koneru Lakshmaiah Education Foundation [Deemed to be University], is a premier institution in India, is a Category 1 University, as conferred by the University Grants Commission [UGC]. The Complainant ranks among the top 30 institutions in India, securing the 22nd position in the NIRF Rankings 2024. Accredited with an A++ grade by NAAC and certified as an ISO 21001:2018 institution, the Complainant is celebrated for its unwavering commitment to academic excellence, research advancements, and societal contributions.

The Complainant offers a diverse range of undergraduate, postgraduate, and doctoral programs across nine disciplines, with 150+ value-added certificate courses that emphasize experiential learning and community service projects [EPICS]. The Complainant has 1,100+ highly qualified faculty members, with 75% holding doctorates, ensuring a faculty-student ratio of 1:14.7 for personalized education.

The Complainant is a hub for cutting-edge research, hosting 42+ focused research centers in fields such as Artificial Intelligence, Clean Energy, and Sustainable Development. The Complainant has executed 150 major and 2,100+ minor government-sponsored projects worth INR 210 crores. Faculty and students have published 26,270+ Scopus and Web of Science-indexed articles, earned 2,134+ patents, and achieved an H-index of 89 in Scopus and 71 in Web of Science. As a Public Funded Research Institute recognized by DSIR, the Complainant has awarded 954 PhDs and ensures that research aligns with all 17 UN SDGs, reflecting its global impact.

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The Complainant fosters global engagement with partnerships with 48 international universities, enhancing student and faculty mobility, research collaborations, and global visibility. International twinning programs, semester abroad opportunities, and student exchange initiatives further equip students with cross-cultural competence and global exposure.

The Complainant has earned 18 prestigious awards for sustainability and campus excellence, including the First Prize in the Best Swachh Campus Ranking 2019 by MHRD for cleanliness and eco-friendly practices, the Best Clean and Smart Campus Award 2020 by AICTE for innovation and sustainability, and recognitions for Best Water Management Agency and Most Energy-Efficient Campus in India by the Ministry of Jal Shakti and Ministry of Power, respectively.

The Complainant has achieved over 21,000 global certifications, supported by 32 skill development centres and 354 trained faculty, and has a vast alumni network including distinguished alumni such as CEOs, CTOs, scientists, MPs, MLAs, IAS, IPS, IRS officers, and international-level sportspersons.

It is to be noted that the 'KLEF' mark is the abbreviation of the name of the Complainant and thus the mark 'KLEF', along with several of the Complainant's registered trademarks [collectively the "KLEF Marks"], are prominently featured on the Complainant's physical and online locations. It is submitted that just by virtue of having established such a prominent and well known educational institution bearing the KLEF Marks, the Complainant has been able to successfully make his brand visible and popular. Photographs of the Complainant's educational institution are annexed hereto as ***Annexure B.***

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Over the years, the Complainant's 'KL University'/ 'KLEF' brand is continuously promoted and marketed through all available mediums across India. Billboards, hoardings, TV Commercials, online Ad campaigns, promotional competitions, prints ads, etc. are regularly used to promote our Client's brand. A few copies of such promotional material and brochures are annexed as ***Annexure C.***

It is to be further noted that the KLEF Marks are extremely famous all across the country and abroad and that the Complainant has spent a huge amount of money on the promotion and advertisement of its products under the KLEF trade/service names/marks since their adoption and use.

The amount spent on promoting the KLEF Marks, through the Complainant alone, including through its social media handles, TV Channels, sponsoring events, and broadcasting programmes through television, radio etc., advertising and producing literature/brochures/pamphlets from 2020 through 2026 has been approximately Rupees Seventeen to Eighteen Crores per year, for a total of Rupees 1,10,98,55,958. Further, the Complainant's Sales figures under the KLEF Marks for the last five years, i.e. from the year 2020 through 2026 has been approximately Rupees 37,94,64,77,804. This amount can be broken down on an annual basis as follows:

Financial year	***Sales (INR Crore)***	***Advertisement and publicity (INR Crore)***
2020-21	*3,67,66,06,705*	*5,08.55,198*
2021-22	*4,30,01,87,726*	*15,91,64.809*
2022-23	*5,21,92,19,269*	*17,79,84,196*
2023-24	*7,12,49,71,867*	*15,86,03,166*

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2024-25	*8,32,09,65,482*	*23,93,04,088*
2025-26	*9,30,45,26,755*	*32,39,34,501*
Total	***37,94,64,77,804***	***1,10,98,55,958***

The significant increase in these figures especially in the past three years is proof of the growing presence and reputation of the Complainant's brand and its reputation and good will.

[11.] The Complainant considers its trade name as well trade/service name/mark an important and an extremely valuable asset and thus in order to protect the same, has secured trade mark registrations for the KLEF marks in India. The Registration certificates for the KLEF marks in India are annexed with this Complaint as ***Annexure D****. The Complainant submits that it is the exclusive owner and proprietor of the registrations mentioned above and said registrations are duly valid and subsisting as of this date.*

[12.] The Complainant's educational institution has a huge social media presence. The brand has several social media pages including on X, Facebook and Instagram with a collective follower count of more than 3,47,420 users apart from general viewers and users who like and share the Complainant's content. Some of these Pages are available at:

<https://www.facebook.com/kluniversity/>;>https://www.instagram.com/kluniversityofficial/>;<https://www.youtube.com/kluniversitylive>; <https://x.com/kluniversity>;<https://www.linkedin.com/school/1353501/ >.

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[13.] It is further submitted that the Complainant's educational institution is regularly promoted through internet ad campaigns to create and maintain constant brand visibility throughout the nation.

*[14.] The Complainant has been extremely vigilant in safeguarding its rights in the 'KLEF' mark and has thus from time to time, successfully initiated proceedings and/or taken actions against third parties, who were misusing or attempting to register the said mark or deceptively similar marks, including on popular social media platforms. Copies of earlier notices issued by the Complainant in relation to the disputed domain name are enclosed as **Annexure E**.*

[15.] Recently, the Complainant learned that somebody had obtained a domain name registration for <www.klef.net.in>. The disputed domain name is a duplication of the Complainant's well-known mark 'KLEF' in its entirety without changing a single word and has in all certainty been registered in order to confuse and mislead people as being part of the Complainant's educational institution.

[16.] That being aggrieved by the registration of the disputed domain name, the Complainant has approached this Hon'ble Forum, and the present complaint is based on the following grounds:

*[A] **The domain name is identical and/or confusingly similar to the Complainant's mark 'KLEF'***

- *A mere glance at the disputed domain name gives rise to enormous confusion as to its origin, as the domain name used by the Respondent is identical to the well- known trademark/service mark of the Complainant. The utmost malafide intention of the Respondent is evident from the fact that the Respondent has copied the entirety of the Complainant's registered and well-known trademark 'KLEF' verbatim without even*

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changing a single letter. Since the Complainant operates a well-known educational institution bearing the 'KLEF' Marks, any member of the general public would mistakenly assume that the disputed domain name and the website therein are owned and operated by the Complainant, whereas nothing could be further from the truth. Thus, the use of the disputed domain name by the Respondent is a prima facie case of cybersquatting and trade/service mark/name infringement and passing-off.

- *Moreover, the disputed domain name, until recently, had website which was a nearly identical copy of our Client's official website available on the domain name <https://www.kluniversity.in/> and unauthorizedly used the 'KLEF' Marks - prior to being suspended based on a legal notice issued to the Registrant by the Complainant. A copy of the erstwhile homepage of the website available on the disputed domain name as of September 2026, is enclosed as* ***Annexure F****.*

- *In fact, WIPO Panels in cases such as* ***Reuters Ltd. v. Global Net 2000 Inc., D2000- 0441; Altavista Company v. Grandtotal Finances Ltd., D2000-0848; Playboy Enterprises v. Movie Name Company, D2001-1201*** *have held that the mere omission of one letter of a trademark has no effect on the determination of confusing similarity between a trademark and a domain name. The present case is on an even higher footing as the Respondent has picked up the registered trademark of the Complainant verbatim without even changing a single letter. This particular term is identical to the 'KLEF' Marks owned and utilised by the Complainant. Thus, the use of the disputed domain name by the*

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Respondent is a prima facie case of cybersquatting and trade/service mark/name infringement and passing off.

- *It is submitted that the domain name <www.klef.net.in> is identical to the well- known and registered trademark 'KLEF'. Numerous UDRP panels have held [Farouk Systems, Inc. v. Yishi, D2010-0006; Havells India Limited, QRG Enterprises Limited v. Whois Foundation D2016-1775] that a domain name which wholly incorporates a Complainant's registered mark may be sufficient to establish identicalness or confusing similarity, despite the addition of other words to such marks.*

- *The well-known mark 'KLEF' has been in extensive, continuous and uninterrupted use since the year 2009 in relation to the Complainant's educational institution. The KLEF mark has also been used in relation to advertisements and related business/commercial information disseminated in several print media such as newspapers, magazines etc.in India. The 'KLEF' brand has been featured in leading Newspapers and News Channels as well.*

- *The 'KLEF' brand has a widespread presence on the internet. The brand's website – https://www.kluniversity.in/ was launched by the Complainant in 2009 to make the 'KLEF' brand reach a wider audience. Since the launch of this website, the popularity of 'KLEF' has tremendously increased. A copy of the homepage of the Complainant's website is enclosed as Annexure G.*

- *It is to be noted that a mark is capable of being a trademark if it has acquired a secondary meaning in the market. In the present dispute the Complainant has been using the trademark 'KLEF' in an extensive and*

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continuous manner for more than a two decades and has thus acquired secondary meaning in the mark. [Realmark Cape Harbour L.L.C. v. Lawrence S. Lewis, D2000-1435].

- *At present, the Complainant's mark 'KLEF' is a name to reckon with and has acquired enormous goodwill in India due to its extensive use, advertisements, publicity and awareness campaigns.*

- *It is well established that specific top-level domain, such as ".com", ".in", ".co.in" ".net" or ".travel", does not affect the domain name for the purpose of determining whether it is identical or confusingly similar [Magnum Piering, Inc. v. The Mudjackers and Garwood S. Wilson, Sr., D2000-1525; Rollerblade, Inc. v. Chris McCrady, D2000-0429; Wells Fargo and Company v. Jessica Frankfurter, INDRP/392].*

- *Moreover, in Living Media, Limited v. India Services, D2000-0973, it has been held that "trademark registration is itself prima facie evidence that the mark is distinctive". Similarly, in eAuto, LLC v. Triple S Auto Parts, D2000-0047, the Panel decided that when a domain name wholly incorporates a Complainant's registered mark, that is sufficient to establish identical or confusing similarity for purposes of the UDRP policy.*

- *Any person or entity using the well-known and famous mark/name 'KLEF' in any manner is bound to lead customers and users to infer that its product or service has an association or nexus with the Complainant. Moreover, the use of the entirety of the registered trademark 'KLEF' in the disputed domain name increases the identicalness and/or confusing similarity of the disputed domain name with the Complainant's brand.*

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- *In the present case, it is very natural for internet users, many of whom may be minors, who wish to visit the website of the Complainant for obtaining information pertaining to admissions, placements and other information regarding the Complainant's educational institution, to type its brand name 'KLEF' followed by the country specific Top-Level Domain <.net.in>. This will lead the Internet user to believe that the Complainant is associated with or owns the website bearing the domain name <www.klef.net.in>. Moreover, it is very likely that an internet user, who would want to search for the Complainant's educational institutions would search for the term 'KLEF. Such a search would inadvertently lead the user to the disputed domain name and the user would mistakenly assume that the disputed domain name and the website present on the disputed domain name are associated with the Complainant.*

- *In the past, administrative panels have also ruled in favour of brand owners even where the mark was not registered [Satyam Computer Service Limited v. Vasudeva Varma Gokharaju, D2000-0835; Express Publications [Madurai] Ltd. v. Murali Ramakrishnan, D2001-0208 and Hindustan Petroleum Corporation Limited v. Neel Punatar, D2004-0351].*

- *It is thus submitted that the disputed domain name is identical and/or confusingly similar to the Complainant's well-known mark 'KLEF'.*

[B] ***The Respondent has no rights or legitimate interests in respect of the disputed domain name***

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- *The Respondent has no proprietary or contractual rights in any registered or common law trademark corresponding in whole or in part to the disputed domain name.*

- *The use of the Complainant's 'KLEF' mark clearly indicates that the Respondent knew of the Complainant's mark and its business activities due to the fact that the 'KLEF' mark has been in use by the Complainant in relation to its educational ventures since the year 2009. It is thus highly improbable that the Respondent has any rights or legitimate interests in the impugned domain name.*

- *The very fact that the Respondent has registered a domain name with the Complainant's trademark 'KLEF' indicates that the Respondent knew of the Complainant's brand and registered the domain name to cash-in on the brand's reputation.*

- *Moreover, the impugned domain name was registered by the Respondent on December 06, 2025, which is very recent compared to the inception and gradual popularity of the 'KLEF' mark. [Telstra Corporation Limited v. Nuclear Marshmallows, D2000-0003; Kelemata S.p.A. v. Mr. Bassarab Dungaciu, D2003- 0849].*

- *The present case is particularly concerning, since by using the disputed domain name in a fraudulent and illegal manner, the Respondent is deliberately diluting the Complainant's rights in the 'KLEF' mark. This makes it apparent that the Respondent's intent is to exploit the Complainant's trademark and goodwill for their own gain, further highlighting the lack of rights or legitimate interests in the domain name. [Carrefour v. WhoisGuard, Inc., WhoisGuard Protected / Robert Jurek, Katrin Kafut, Purchasing clerk,*

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Starship Tapes & Records, Case No. D2017-2533; Ann Summers Limited v. Domains By Proxy, LLC / Mingchun Chen Case No. D2018-0625; Conforama France v. Benjamin Kouassi]

- *The Respondent has no active legitimate or bona fide business in the name of 'KLEF'. The Respondent is not a licensee of the Complainant, nor has the Respondent ever been authorized by the Complainant to use the Complainant's trademarks or register the disputed domain name. The Complainant has no relationship with the Respondent. [Charles Jourdan Holding AG v. AAIM, D2000- 0403 ; ITC Limited vs. Mr. Mark Segal. INDRP/079; Wells Fargo & Co. and Anr. v. Krishna Reddy, INDRP/581; Aon PLC and Ors. v. Gangadhar Mahesh, INDRP/632; Aon PLC and Ors. v. Guanrui, INDRP/633]*

- *Furthermore, the Respondent, whose organisation name as per WhoIs records is 'JFLN Academy', does not engage in any legitimate or bonafide business or commerce under the name 'KLEF'. [Etro S.p.A v. M/S Keep Guessing, INDRP/024; Tata Sons Limited v. Jacob W., D2016-1264].*

- *In light of the uniqueness of the domain name <www.klef.net.in>, which is completely identical to the Complainant's 'KLEF' trademark, it is extremely difficult to foresee any justifiable use that the Respondent may have with the disputed domain name. On the contrary, registering the disputed domain name gives rise to the impression of an association with the Complainant. [Telstra Corporation Limited v. Nuclear Marshmallows, D2000-0003; Daniel C. Marino, Jr. v. Video Images Productions, et al., D2000-0598]*

- *The Respondent has not provided his complete details in the WhoIs contact information. This clearly indicates the mala fide of the Respondent leading to*

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the conclusion that the Respondent does not have any legitimate rights in the disputed domain name. Moreover, by providing inaccurate and unreliable information, the Respondent has violated Section 2 of the 'Terms and Conditions for Registrants' issued by the .IN Registry. A copy of the said Terms & Conditions as available on <www.registry.in> is annexed as Annexure H. A similar provision in Paragraph 3[a] of the Policy states that the credentials furnished by the domain name registrant should be complete and accurate. The Respondent has not adhered to this as well.

- *The Respondent cannot have any rights or legitimate interests in the disputed domain name because the disputed domain name incorporates the Complainant's registered mark 'KLEF' in its entirety.*

- *The Complainant contends that the Respondent has never been commonly identified with the disputed domain name or any variation thereof prior to Respondent's registration of the disputed domain name.*

- *Furthermore, the burden is on the Respondent to prove that it has rights and legitimate interests in the disputed domain name.*

[C] ***The Respondent registered and/or is using the disputed domain name in bad faith***

- *The Complainant asserts that it is inconceivable that the registration of the disputed domain name was made without full knowledge of the existence of the Complainant and its registered trademark. The Complainant's 'KLEF' trademark is well-known in India as it has been continuously used since 2009.*

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- *Furthermore, the use of the Complainant's trademark 'KLEF' in the disputed domain name makes it apparent that the Respondent is deliberately passing-off its services under the 'KLEF' brand. It is apparent that the Respondent registered the disputed domain name to mislead consumers into believing that the disputed domain name is associated with the Complainant. [Arthur Guinness Son & Co. (Dublin) Ltd. v. Healy/BOSTH, D2001-0026; Lockheed Martin Corporation v. Aslam Nadia, INDRP/947].*

- *Moreover, a basic internet search of the term 'KLEF' would have alerted the Respondent of the Complainant's extensive ownership and rights over the 'KLEF' mark as well as its business activities under the said mark.*

- *Both the Complainant and the Respondent are primarily based in India, and it is thus inconceivable that the Respondent while registering the disputed domain was unaware of the well-known mark 'KLEF' which has been actively and continuously used in India since 2009. Moreover, this is a serious case of trademark infringement and passing-off on part of the Respondent.*

- *In light of the Respondent's knowledge of the Complainant's rights and the availability of the website accessible via the disputed domain name, it is reasonable to infer that the Respondent registered the disputed domain name in bad faith with the intention to target these rights. [Cellular One Group v. Paul Brien, D2000-0028; Façonnable SAS v. Names4Sale, D2001-1365; Vakko Holding Anonim Sti. v. Esat Ist, D2001-1173; Maori Television Service v. Damien Sampat, D2005-0524; Kelemata S.p.A. v. Mr. Bassarab Dungaciu, D2003-0849]*



- *The Complainant's mark is a name to reckon with and has acquired enormous goodwill in India.*

- *At present, the domain name <www.klef.net.in> is being held by the Respondent in bad faith. Since the Complainant runs an educational institution under the KLEF Marks, any member of the general public would mistakenly assume that the disputed domain name is owned and operated by the Complainant. Thus, the use of the disputed domain name by the Respondent is a prima facie case of cybersquatting and trade/service mark/name infringement and passing-off.*

- *It is very likely that an internet user, who would want to search for the Complainant's educational ventures would search for the term 'KLEF'. Such a search would inadvertently lead the user to the disputed domain name and the user would mistakenly assume that the disputed domain name is associated with the Complainant.*

- *Additionally, the blatant disregard and violation of the Terms & Conditions as well as of the Policy by the Respondent constitutes strong evidence of bad faith. As per Section 2 of the 'Terms & Conditions for Registrants', registrants are mandated to provide complete and accurate contact details. A similar provision in Paragraph 3[a] of the Policy states that the credentials furnished by the registrant should be complete and accurate.*

- *The Respondent is solely using the domain name for wrongful financial gain. Furthermore, it would be extremely difficult, if not impossible, for the Respondent to use the disputed domain name as the name of any business, product or service without violating the Complainant's rights. Thus, the*

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disputed domain name was registered in bad faith. [The Ritz Carlton Hotel Company LLC v. Nelton! Brands Inc., INDRP/250]

- *The Respondent's registration of the domain name meets the bad faith elements set forth in the INDRP. The Complainant has a long and well-established reputation in the 'KLEF' mark through its exclusive use in India for more than two decades. Moreover, the Complainant has spent a significant amount of time and resources in securing its rights to the 'KLEF' mark. By registering the disputed domain name with actual knowledge of the Complainant's trademark, the Respondent has acted in bad faith by breaching its service agreement with the Registrar because the Respondent registered a domain name that infringes upon the Intellectual Property rights of another entity - that is, the Complainant. [Ray Marks Co. LLC v. Rachel Ray Techniques Pvt. Ltd., INDRP/215; Kenneth Cole Production Inc. v. Viswas Infomedia, INDRP/93]*

- *On account of the high degree of inherent and acquired distinctiveness which the registered mark 'KLEF' is possessed of, the use of this mark or any other phonetically, visually or deceptively similar mark, by any other person would result in immense confusion and deception in the trade.*

- *That any use of the impugned domain name by the Respondent would necessarily be in bad faith. [Xpedia Travel.com, D2000-0137 and Goodfoodguide.net, D2000-0019 wherein it was held that owing to a wide public knowledge of the Complainant's mark, the Respondent cannot be said to have a legitimate interest in the concerned mark since he ought to have known of the Complainant's mark.]*



- *In cases such as Guerlain S.A. v. Peikang, D2000-0055 and Veuve Clicquot Ponsardin, Maison Fondée en 1772 v. The Polygenix Group Co., D2000-0163 it has been held that bad faith is found where a domain name "is so obviously connected with such a well-known product that its very use by someone with no connection with the product suggests opportunistic bad faith".*

- *With regard to famous and well-known brands, successive UDRP panels have found bad faith registration in similar circumstances. [Cho Yong Pil v. Sinwoo Yoon, D2000-0310; America Online Inc. v. Chinese ICQ Network, D2000-0808; thecaravanclub.com, NAF/FA95314]*

- *The Respondent has obtained registration for the disputed domain name in bad faith for either or all of the following motives:*

    1. *The domain name could be used by the Respondent to extract huge sums of money from the Complainant who have legitimate interest in the said domain name.*
    2. *The Respondent is cashing-in on the reputation of the Complainant's mark by using the domain name for offering services similar to the Complainant.*
    3. *The Respondent can transfer or sell the domain name to some competing interest of the Complainant.*

VI. Remedies Requested

[17.] In accordance with Paragraph 10 of the Policy, for the reasons described in Section V above, the Complainant requests the Arbitrator Panel to issue



a decision that the contested domain name <www.klef.net.in> be transferred to the Complainant.

VII. Other legal Proceedings

[18.] The Complainant submits that they have no other legal proceedings pending with respect to the disputed domain name <www.klef.net.in>.

VIII. Certification

[19.] 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 up to 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.

[20.] The 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.

[21.] 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.

[22.] The Complainant certifies that the information contained in this Complaint is true to the Complainant's knowledge and is complete and accurate, also

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that this Complaint is not being presented for any improper purpose, such as to harass the Respondent etc.

E. ARBITRATION PROCEEDINGS HELD ON 24.08.2026

On **24.08.2026**, taking note of the Complaint for the domain name dispute **'www.klef.net.in'** preferred by **Koneru Lakshmaiah Education Foundation,** against the Respondent, Notice was issued to **Koneru Lakshmaiah Education Foundation** (Complainant) and **Ainan Ahmed (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 an Affidavit of Service with this Tribunal.*

2. *The Respondent shall file its Reply/Counter before this Tribunal, along with all documents and evidence relied upon,* ***latest by 07.09.2026****, through E-mail at* ***arbitratordrpankajgarg.1962@gmail.com****, with an advance copy to* ***Koneru Lakshmaiah Education Foundation*** *through its Authorized Representative, namely,* ***Sushant Murthy, Navya Chopra, Aditi Mendiratta, Scriboard, Advocates & Legal Consultants, having its office at Level 2, Elegance, Mathura Road, Jasola, New Delhi-110025 (Telephone No. +91 9845152329), (Email id: sushant@scriboard.com, navya@scriboard.com, aditi@scriboard.com)*** *alongwith an Affidavit of Service with this Tribunal.*

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3. *The Respondent shall also file the hard copy of the Reply/Counter before this Tribunal and serve the same upon the Complainant, alongwith an Affidavit of Service with this Tribunal.*

4. *The Complainant through its Authorized Representative, namely,* ***Sushant Murthy, Navya Chopra, Aditi Mendiratta, Scriboard, Advocates & Legal Consultants, having its office at Level 2, Elegance, Mathura Road, Jasola, New Delhi-110025 (Telephone No. +91 9845152329), (Email id: sushant@scriboard.com, navya@scriboard.com, aditi@scriboard.com)****, shall be at liberty to file a Rejoinder, if so desired,* ***within four (4) days*** *thereafter, i.e., by* ***11.09.2026****, at the Tribunal's E-mail ID mentioned above, with an advance copy to the Respondent on its E-mail id:* ***amanatullah7858@gmail.com****. Hard copies of the same shall also be supplied to the Tribunal as well as the Respondent and an Affidavit of Service of the same be also filed with this Tribunal.*

The next date of hearing was fixed on **12.09.2026** at **4:00 pm** for further proceedings/Orders.

F. ARBITRATION PROCEEDINGS HELD ON 29.08.2026 AT 11:30 AM

On **27.08.2026** at **3:01 PM**, an E-mail communication was received on behalf of the Ld. Counsel for the Complainant, contents of which are reproduced herein below:



"To:

Ld. Arbitrator Dr. Pankaj Garg, Advocate,
 # P-6B, Fourth Floor
Jangpura Extn., New Delhi-110014.

August 27, 2026
Subject: INDRP Case 2166: Complaint for the domain name <klef.net.in> - Affidavit of Service

Respected Sir:

This is further to our mail below.

Based on the Ld. Sole Arbitrator's Notice dated August 24, 2026, we have attached a scanned copy of the Affidavit of Service. We would be grateful if it may be confirmed whether the scanned copy would suffice, or whether a physical/hard copy of the Affidavit of Service is required. In the latter case, we shall arrange to dispatch the hard copy subsequently.

We humbly request you to take this on record.

Respectfully submitted,

Sushant Murthy / Navya Chopra / Aditi Mendiratta
Scriboard
[Authorised Representative of the Complainant]"

The aforesaid E-mail communication was taken on record. By way of the said communication, the Complainant had placed on record a scanned copy of the Affidavit of Service dated **25.08.2026** in compliance with the Notice dated 24.08.2026 issued by this Tribunal and had sought clarification as to whether the scanned copy would suffice for the purposes of the present proceedings or whether a physical/original copy was also required to be filed.

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In this regard, it was clarified that while the scanned copy of the Affidavit of Service dated **25.08.2026** was taken on record for the present, the Complainant was directed to file the original/physical hard copy of the said Affidavit before this Tribunal within **4 (four) days** from today, so as to ensure maintenance of a complete and proper arbitral record.

Upon receipt of the original hard copy, the same shall be taken on record and shall form part of the arbitral proceedings.

G. ARBITRATION PROCEEDINGS HELD ON 10.09.2026 AT 2:00 PM

On **08.09.2026** at **2:06 PM**, an E-mail communication was received on behalf of the Ld. Counsel for the Complainant, contents of which are reproduced herein below:

"To:

Ld. Arbitrator Dr. Pankaj Garg, Advocate,
 # P-6B, Fourth Floor
Jangpura Extn., New Delhi-110014.

September 08, 2026

Subject: INDRP Case 2166: Complaint for the domain name <klef.net.in> - Respondent Default and Hearing Enquiry

Respected Sir:

Based on the Ld. Sole Arbitrator's Order dated August 24, 2026, the Respondent was directed to file its Response on or before September 7, 2026. We wish to bring to your kind notice that the said deadline has since passed and, to the best of our knowledge, no Response has been filed by the Respondent on record.

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As the Order permitted the Complainant to file a Rejoinder by September 11, 2026, we humbly submit that in the absence of any Response from the Respondent, no Rejoinder is required to be filed by us at this stage. We further submit that the Respondent's failure to file any Response despite due notice and opportunity is a further indicator of bad faith on its part, and we request that this be taken on record.

We also wish to inform you that, in compliance with the directions issued, we had dispatched a hard copy of the Complaint to the Respondent by courier. However, the said delivery was unsuccessful and the consignment has been returned to us undelivered. Attached herewith is proof of the same for your kind reference and record.

We further note that the arbitration proceedings in this matter are scheduled for September 12, 2026. We humbly request you to kindly apprise us of the next steps to be taken in the matter, as well as the mode [video conference/telephonic/in-person] and location/link of the said hearing.

We humbly request you to take the above on record.

Respectfully submitted,

Sushant Murthy / Navya Chopra / Aditi Mendiratta
Scriboard
[Authorised Representative of the Complainant]"

The aforesaid E-mail communication was taken on record.

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Insofar as the request seeking clarification regarding the hearing scheduled in the matter was concerned, it was clarified that no hearing through Video Conference, telephonic mode, or in-person mode shall be conducted in the present proceedings. Upon consideration of the record and the pleadings/documents available in the file, the Tribunal shall proceed to pass an appropriate order in accordance with the INDRP Policy and Rules.

The remaining submissions, requests, and contentions mentioned in the aforesaid E-mail communication, including the issues pertaining to the alleged non-filing of the Response by the Respondent, the requirement of filing a Rejoinder, the courier service report, and the consequences flowing therefrom, shall be duly considered and dealt with in the order to be passed by this Tribunal on the date already fixed i.e. **12.09.2026** at **4:00 PM.**

H. ARBITRATION PROCEEDINGS HELD ON 12.09.2026

By way of this Order, this Tribunal shall also dispose off the pending contentions of the Complainant raised vide E-mail dated 08.09.2026.

On **24.08.2026** at **3:19 P.M.**, the Notice dated **24.08.2026** was duly served by this Tribunal upon the Parties at the e-mail addresses furnished in the Complaint. The said e-mail was not returned or bounced back, and there was no indication of any failure or non-delivery.

Vide the said Notice, the Complainant was directed to furnish hard copies of the Complaint to this Tribunal as well as to the Respondent. In compliance thereof, the Complainant, on **24.08.2026** at **5:03 P.M.**, served the complete set of the Complaint along with the Annexures upon the Respondent through e-mail and, thereafter, dispatched the same by way of Speed Post on **25.08.2026**.

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Advocate
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Thereafter, on **27.08.2026** at **3:01 P.M.**, the Complainant filed, through e-mail, a soft copy of the **Affidavit of Service dated 25.08.2026**, stating that service upon the Respondent had been duly effected through e-mail.

Subsequently, the hard copy of the Complaint along with the Affidavit of Service dated **25.08.2026**, accompanied by the proof of service through e-mail, was received by this Tribunal and taken on record.

However, vide e-mail dated **08.09.2026**, the Complainant informed this Tribunal that the hard copy of the Complaint dispatched to the Respondent by Speed Post had not been successfully delivered and had been returned to the Complainant as **"undelivered."**

This Tribunal had considered the aforesaid position. It was observed that the Complaint and the Notice of the present proceedings were duly sent to the Respondent through e-mail, and there was no evidence on record of any failure, rejection, or non-delivery of the said e-mail communication. Accordingly, service upon the Respondent through e-mail was held to have been duly and sufficiently effected and was in compliance with **Rule 2(d) of the INDRP Rules of Procedure**, which provides for the mode and validity of service as under:

"d. Except as otherwise provided in these Rules of Procedure, or as may be decided by the Arbitrator, all communications under these Rules shall be deemed to have been duly served:

(i) if delivered through facsimile transmission, on the date indicated on the confirmation of transmission; or

(ii) if sent by Registered Post or Speed Post, on the date reflected on the acknowledgement receipt or on the third day from the date of dispatch; or

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(iii) if transmitted via the Internet, on the date of transmission, provided that such date is verifiable."

In view of the aforesaid facts and circumstances, this Tribunal was satisfied that the Respondent had been duly and sufficiently served with the Notice of the present proceedings. Despite such service, the Respondent had neither entered appearance nor filed its Response within the prescribed period.

Accordingly, the Respondent was proceeded '***ex-parte***'.

The Complainant was, accordingly, directed to file its **Evidence by way of Affidavit**, along with all supporting documents sought to be relied upon as primary evidence in support of the Complaint, within **seven (07) days** from the date of this Order.

The Complainant was directed to ensure compliance with the applicable provisions of the **Bharatiya Sakshya Adhiniyam, 2023 (BSA)** in respect of the admissibility and proof of the electronic records annexed to and/or sought to be relied upon in support of the Complaint. The Complainant was at liberty to file its Evidence by way of Affidavit in conformity with the applicable statutory requirements under the BSA.

The Complainant was further directed to file its **Written Submissions**, along with copies of the relevant judicial precedents relied upon in support of the Complaint, on or before **30.09.2026**, after duly serving an advance copy thereof upon the Respondent. Proof of such service shall also be placed on record before this Tribunal.

The Ld. Counsel for the Complainant was further directed to file the original hard copy of the Evidence by way of Affidavit and the Written Submissions before this Tribunal on or before the next date of hearing.

Sole Arbitrator * Dr. Pankaj Garg Advocate * Sole Arbitrator

The matter be fixed on **01.10.2026** at **4:00 PM** for further Orders.

I. ARBITRATION PROCEEDINGS HELD ON 01.10.2026

In compliance with the Order dated **12.09.2026**, the Complainant, on **18.09.2026** at **5:31 P.M.**, filed the **Evidence by way of Affidavit**, contents of which are reproduced hereinbelow:

"EVIDENCE BY WAY OF AFFIDAVIT ON BEHALF OF THE COMPLAINANT

MOST RESPECTFULLY SHOWETH:

I, Prof. (Dr.) K.I. Pavan Kumar, aged about 53 years, Registrar of Koneru Lakshmaiah Education Foundation (Deemed to be University), having its address at 29-36-38, Museum Road, Governorpet, Vijayawada, Andhra Pradesh – 520 002, India, being duly authorised and competent to depose on behalf of the Complainant, do hereby solemnly affirm and state as under:

1. *I am the Registrar of the Complainant and am duly authorised to represent and depose on behalf of the Complainant in the present proceedings. I am conversant with the facts and circumstances of the present dispute and have access to the records and documents of the Complainant relevant to the present proceedings. I am therefore competent to swear this affidavit.*

2. *I have read and understood the Complaint filed by the Complainant before the .IN Registry/NIXI in respect of the disputed domain name* ***<klef.net.in>****. I make this affidavit in compliance with the Order dated September 12, 2026 passed by the Learned Arbitrator/Panel directing the Complainant to file its Evidence by way of Affidavit along with the supporting documents sought to be relied upon as primary evidence.*

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3. *The statements made herein are based on my personal knowledge, the records maintained by the Complainant in the ordinary course of its activities, and information derived from such records, which I believe to be true and correct. Where a statement is based upon records or information derived from records, I have stated so expressly or by necessary implication.*

4. *Furthermore, all legal submissions, interpretations of the .IN Domain Name Dispute Resolution Policy [hereinafter referred to as* ***"INDRP"****], and contentions pertaining to trademark infringement, bad faith, and passing off are made strictly based on the legal advice tendered by the Complainant's authorised legal counsel, which I verily believe to be true and correct in law.*

5. *The Complainant is Koneru Lakshmaiah Education Foundation (Deemed to be University), an educational institution located at 29-36-38, Museum Road, Governorpet, Vijayawada, Andhra Pradesh – 520 002, India.*

6. *The Complainant's contact person for the present proceedings is Prof. (Dr.) K.I. Pavan Kumar. The Complainant has appointed/authorised Scriboard, Advocates & Legal Consultants, Level 2, Elegance, Mathura Road, Jasola, New Delhi – 110025, India, through its authorised representatives, to act on its behalf in the present proceedings.*

7. *The present dispute concerns the domain name <klef.net.in>, registered on 06 December 2025. The registrar identified in the Complaint is HOSTINGER operations, UAB, Švitrigailos str. 34, Vilnius 03230, Lithuania.*

8. *According to the WHOIS/database record of the .IN Registry/NIXI, the registrant of the disputed domain name is Ainan Ahmed, having the address 524 Chotta Bazar, Shahdara, Delhi – 110033, India, telephone number +91.7903435779 and email address amanatullah7858@gmail.com. A copy of*

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the WHOIS/database search conducted on July 30, 2026 is annexed hereto and marked as ***Exhibit C-1.***

9. *The Complainant is a Category 1 University as conferred by the University Grants Commission and, as stated in the Complaint, secured the 22nd position in the NIRF Rankings 2024. The Complainant is accredited with an A++ grade by NAAC and is certified as an ISO 21001:2018 institution.*

10. *The Complainant offers undergraduate, postgraduate and doctoral programmes across nine disciplines and has 150+ value-added certificate courses. The Complainant has more than 1,100 highly qualified faculty members, 42+ focused research centres and a substantial record of government-sponsored research projects, publications, patents and PhD awards, as more particularly stated in the Complaint.*

11. *The Complainant has an extensive institutional and public presence and has received various awards and recognitions, including recognition relating to sustainability and campus excellence. The Complainant also has an international presence through partnerships, twinning programmes, semester-abroad opportunities and student exchange initiatives.*

12. *The abbreviation 'KLEF' is derived from and identifies the Complainant, and the expression 'KLEF', together with the Complainant's registered trademarks incorporating/consisting of KLEF (collectively, the* ***'KLEF Marks'****), has been prominently used by the Complainant in connection with its educational institution and activities.*

13. *Photographs depicting the Complainant's educational institution are annexed hereto and marked as* ***Exhibit C-2 (colly.).***

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14. *The Complainant has continuously promoted and marketed its 'KL University'/ 'KLEF' brand through various media and channels, including billboards, hoardings, television commercials, online advertising campaigns, promotional competitions and print advertisements. Copies of promotional material and brochures relied upon by the Complainant are annexed hereto and marked as* ***Exhibit C-3 (colly.).***

15. *The Complainant states, on the basis of its records, that it has incurred substantial expenditure in promoting and advertising the KLEF Marks. For the period stated in the Complaint, the aggregate advertisement and publicity expenditure is approximately INR 1,10,98,55,958, and the sales figures under the KLEF Marks are approximately INR 37,94,64,77,804. The annual figures relied upon by the Complainant are set out below.*

Financial Year	***Sales (INR)***	***Advertisement & Publicity (INR)***
2020-21	*3,67,66,06,705*	*5,08,65,198*
2021-22	*4,30,01,87,726*	*15,91,64,809*
2022-23	*5,21,92,19,269*	*17,79,84,196*
2023-24	*7,12,49,71,867*	*15,86,03,166*
2024-25	*8,32,09,65,482*	*23,93,04,088*
2025-26	*9,30,45,26,755*	*32,39,34,501*
Total	***37,94,64,77,804***	***1,10,98,55,958***

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16. *The Complainant has secured trademark registrations for the KLEF Marks in India and states that the said registrations are valid and subsisting. Copies of the relevant trademark registration certificates and the list of trademark registrations/applications relied upon by the Complainant are annexed hereto and marked as* ***Exhibit C-4 (colly.).***

17. *The Complainant has a substantial social-media presence, including pages on X, Facebook, Instagram, YouTube and LinkedIn. The Complaint records a collective follower count of more than 3,47,420 users across the identified pages. The relevant social-media and institutional records are maintained by or available to the Complainant in the ordinary course.*

18. *The Complainant has, from time to time, taken steps to safeguard and enforce its rights in the KLEF Marks against third parties. Copies of earlier notices issued by the Complainant in relation to the disputed domain name are annexed hereto and marked as* ***Exhibit C-5 (colly.).***

19. *The Complainant subsequently became aware that the Respondent had registered the disputed domain name <klef.net.in> on* ***December 06, 2025.***

20. *The disputed domain name incorporates the expression 'KLEF' in its entirety. The Complainant is the proprietor of the KLEF Marks and has used the KLEF Marks extensively in connection with its educational institution and related activities.*

21. *Prior to the website being suspended following legal action taken by the Complainant, a website was available through the disputed domain name which, as observed and recorded by the Complainant, substantially*

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reproduced/corresponded with the Complainant's official website and used the KLEF Marks without the Complainant's authorisation. A copy of the erstwhile homepage relied upon by the Complainant is annexed hereto and marked as ***Exhibit C-6.***

22. *The Complainant has never authorised, licensed or otherwise permitted the Respondent to use the KLEF Marks, or to register or use a domain name incorporating the KLEF Marks.*

23. *The Complainant has no relationship, commercial or otherwise, with the Respondent, and the Respondent has not been appointed as an agent, representative, franchisee, licensee or service provider of the Complainant.*

24. *To the best of my knowledge and based on the Complainant's records, the Respondent has no proprietary or contractual rights in the KLEF Marks and has not been commonly identified by the Complainant with the expression 'KLEF' or with the disputed domain name.*

25. *The disputed domain name was registered more than fifteen years after the Complainant's adoption and use of the KLEF Marks, which the Complaint records as having commenced in 2009. The Complainant's official website at <https://www.kluniversity.in/> has also been used since 2009 to promote the Complainant and its KLEF brand.*

26. *A copy of the homepage of the Complainant's official website relied upon by the Complainant is annexed hereto and marked as* ***Exhibit C-7.***

27. *The Complainant states that, having regard to its longstanding use, extensive promotion and substantial public and online presence, the Respondent could not reasonably be regarded as having an independent legitimate interest in*

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adopting the KLEF expression as the principal distinctive element of the disputed domain name. I state this based on the Complainant's records and the circumstances set out above.

28. *The WHOIS information relied upon by the Complainant also records the Respondent's organisation name as 'JFLN Academy'. The Respondent is not known to the Complainant as operating any legitimate business, institution or undertaking under the name 'KLEF'.*

29. *The Complainant further relies upon the .IN Registry's Terms and Conditions for Registrants, including the requirement concerning complete and accurate registrant information. A copy of the Terms and Conditions relied upon by the Complainant is annexed hereto and marked as* ***Exhibit C-8.***

30. *The Complainant states that the Respondent's adoption of a domain name consisting of the Complainant's KLEF mark, coupled with the use of the KLEF Marks on the website that was available through the disputed domain name, created a likelihood of confusion and/or an impression of association, affiliation or endorsement with the Complainant.*

31. *The Complainant states that the circumstances set out above are consistent with registration and/or use of the disputed domain name in bad faith, including because the disputed domain name reproduces the Complainant's KLEF mark in its entirety and the associated website used the Complainant's branding without authorisation.*

32. *The Complainant further relies upon the fact that the disputed domain name was registered on December 06, 2025, whereas the KLEF Marks have been used extensively since 2009 and the Complainant has built substantial goodwill and recognition under those marks.*

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33. *The Complainant states that any use of the disputed domain name by the Respondent in connection with services or activities that appear to originate from, be sponsored by, or be affiliated with the Complainant would be unauthorised and misleading.*

34. *I state that the Respondent has not filed any response or other substantive pleading controverting the allegations contained in the Complaint, despite having been afforded an opportunity to do so, as recorded in the proceedings.*

35. *I state that the documents annexed hereto and marked as* ***Exhibits C-1 to C-8*** *are true and correct copies/reproductions of the documents and records relied upon by the Complainant.*

36. *I state that the Complainant has no other legal proceedings pending with respect to the disputed domain name <klef.net.in>, to the best of my knowledge and based on the records available with the Complainant.*

37. *The Complainant accordingly relies upon the pleadings and evidence filed in the present proceedings and seeks an order directing that the disputed domain name <klef.net.in> be transferred to the Complainant.*

38. *I state that the contents of the Complaint, insofar as incorporated and proved by this affidavit, are true and correct to my knowledge, information derived from the Complainant's records, and belief, and nothing material has been concealed therefrom.*

39. *I reiterate that the pleadings as well as the present affidavit have been filed by the Authorised Representative of the Complainant, who is well aware of the*

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facts and circumstances of the present dispute and as such competent to swear the present affidavit.

COMPLAINANT
THROUGH ITS AUTHORISED REPRESENTATIVE
[K.I. PAVAN KUMAR]
REGISTRAR (I/C)
Koneru Lakshmaiah Education Foundation (Deemed to be University)
Green Fields, VADDESWARAM-522 302,
Guntur District, Andhra Pradesh.

Through
SUSHANT MURTHY / NAVYA CHOPRA / ADITI MENDIRATTA
SCRIBOARD
ADVOCATES AND LEGAL CONSULTANTS
Level 2, Elegance, Mathura Road, Jasola,
New Delhi – 110025

Dated: 18.09.2026

VERIFICATION

I, Prof. (Dr.) K.I. Pavan Kumar, the above-named deponent, do hereby verify that the contents of paragraphs 1 to 38 of the above affidavit are true and correct to my knowledge and based on the records of the Complainant maintained in the ordinary course of its activities, save and except for legal submissions and conclusions which are based on legal advice and which I believe to be true. No material fact has been concealed therefrom.

Verified at, Guntur-Andhra Pradesh on this 18th day of September 2026.

Sole Arbitrator
Dr. Pankaj Garg
Advocate
Sole Arbitrator

DEPONENT
REGISTRAR (I/C)
Koneru Lakshmaiah Education Foundation (Deemed to be University)
Green Fields, VADDESWARAM-522 302,
Guntur District, Andhra Pradesh.

INDEX OF EXHIBITS

Exhibit	***Description***	***Original Annexure in Complaint***
C-1	*WHOIS/database search conducted on 30 July 2026*	*Annexure A*
C-2	*Photographs of the Complainant's educational institution*	*Annexure B*
C-3	*Promotional material and brochures*	*Annexure C*
C-4	*Trademark Registration Certificates of the KLEF Marks in India and list of registrations/applications*	*Annexure D*
C-5	*Earlier notices issued by the Complainant in relation to the disputed domain name*	*Annexure E*
C-6	*Erstwhile homepage of the website available on the disputed domain name as relied upon by the Complainant*	*Annexure F*

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Exhibit	*Description*	*Original Annexure in Complaint*
C-7	*Homepage of the Complainant's website*	*Annexure G*
C-8	*Terms and Conditions for Registrants issued by the .IN Registry*	*Annexure H*

along with the **Certificate under Section 63 of the Bharatiya Sakshya Adhiniyam, 2023**, through E-mail, contents of which are reproduced hereinbelow:

"CERTIFICATE UNDER SECTION 63 OF BHARATIYA SAKSHYA ADHINIYAM, 2023

I, Prof. (Dr.) K.I. Pavan Kumar, S/o K.P. Sarma, Registrar of Koneru Lakshmaiah Education Foundation (Deemed to be University), aged about 53, do hereby solemnly affirm and declare:

1. *That I am the authorised representative of the Complainant in the captioned proceedings and being aware of the facts of the matter from my personal knowledge and the records being maintained, I am competent to swear this affidavit.*

2. *I state that at the relevant time, I was using the computer being Lenovo All in One, Desktop-R2E4R8N Operating System Windows 10 Home.*

3. *I state that at the relevant time, I had been regularly using the aforesaid computer uninterruptedly and without any hindrance and having full control*

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over it and the said computer was used to produce, send, receive, and store the electronic record.

4. *I further state that the aforesaid computer had been functioning normally at the relevant time and data was fed, received and transmitted in its ordinary course of business without any interruption.*

5. *That I hereby authenticate the genuineness of the electronic records (Exhibit-C-1 to Exhibit-C-8) which have been produced/ stored/ generated from/in the aforesaid computer.*

6. *That I hereby authenticate the genuine nature of the aforesaid electronic records in terms of Section 63 of Bharatiya Sakshya Adhiniyam, 2023 and crave leave of the Hon'ble Panel to refer and rely upon the same at the time of hearing of the application.*

7. *I state that I hereby confirm and affirm that the electronic copy annexed with the Complaint is identical and a true reproduction of their respective original and that the electronic device was operating properly, without any interruption and there is nothing to doubt their accuracy.*

8. *That the contents of the present affidavit are true to the best of my knowledge and belief. No part of the same are false and nothing material or relevant has been concealed therefrom.*

DEPONENT

REGISTRAR (I/C)

Koneru Lakshmaiah Education Foundation (Deemed to be University)

Green Fields, VADDESWARAM-522 302,

Guntur District, Andhra Pradesh.

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VERIFICATION:

Verified on this 18th day of September 2026 that the contents of the above para 1 to 8 of my affidavit are true and correct to my knowledge and nothing stated therein is false. No part of it is false and nothing material has been concealed therefrom.

DEPONENT
REGISTRAR (I/C)
Koneru Lakshmaiah Education Foundation (Deemed to be University)
Green Fields, VADDESWARAM-522 302,
Guntur District, Andhra Pradesh."

An advance copy thereof was also furnished to the Respondent. The same was taken on record.

Thereafter, on **26.09.2026** at **01:48 P.M.**, the Complainant filed its **Written Submissions** through E-mail, with an advance copy thereof having been furnished to the Respondent, contents of which are reproduced herein below:

"WRITTEN SUBMISSIONS ON BEHALF OF THE COMPLAINANT

MOST RESPECTFULLY SUBMITTED:

1. *The present Written Submissions are filed on behalf of the Complainant, in compliance with the directions of the Hon'ble Tribunal vide its order dated 12.09.2026. Drawing reference to the same, the Complainant hereby makes the following written submissions:*

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Advocate
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I. PRELIMINARY SUBMISSIONS

2. *The present Complaint has been filed by the Complainant before the .IN Registry/NIXI in respect of the disputed domain name <klef.net.in> ("**disputed domain name**") registered in the name of the Respondent, Mr. Ainan Ahmed.*

3. *The Complainant in these proceedings is Koneru Lakshmaiah Education Foundation (Deemed to be University) ("**KLEF**"), an educational institution located at 29-36-38, Museum Road, Governorpet, Vijayawada, Andhra Pradesh - 520 002, India.*

4. *The Complainant's contact person for the present proceedings is Prof. (Dr.) K.I. Pavan Kumar. The Complainant has appointed/authorised Scriboard, Advocates & Legal Consultants, Level 2, Elegance, Mathura Road, Jasola, New Delhi - 110025, India, through its authorised representatives, to act on its behalf in the present proceedings.*

5. *The disputed domain name <klef.net.in>, was registered on 06 December 2025. The registrar identified in the Complaint is HOSTINGER operations, UAB, Svitrigailos str. 34, Vilnius 03230, Lithuania.*

6. *According to the WHOIS/database record of the .IN Registry/NIXI, the registrant of the disputed domain name is Ainan Ahmed, having the address 524 Chotta Bazar, Shahdara, Delhi - 110033, India, telephone number +91.7903435779 and email address amanatullah7858@gmail.com. A copy of the WHOIS/ database search conducted on July 30, 2026 is Exhibit C-1 to the Affidavit filed herewith.*

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7. *The Complainant is an institution of immense national importance and academic prestige, having been conferred with the esteemed Category 1 University, as conferred by the University Grants Commission (UGC), and, as stated in the Complaint, secured the 22nd position in the NIRF Rankings 2024. The Complainant is accredited with an A++ grade by NAAC and is certified as an ISO 21001:2018 institution.*

8. *The Complainant offers undergraduate, postgraduate and doctoral programmes across nine disciplines and has 150+ value-added certificate courses. The Complainant has more than 1,100 highly qualified faculty members, 42+ focused research centres and a substantial record of government-sponsored research projects, publications, patents and PhD awards, as more particularly stated in the Complaint. Photographs depicting the Complainant's educational institution are Exhibit C-2 (colly.) to the Affidavit filed herewith.*

9. *The Complainant has an extensive institutional and public presence and has received various awards and recognitions, including recognition relating to sustainability and campus excellence. The Complainant also has an international presence through partnerships, twinning programmes, semester-abroad opportunities and student exchange initiatives.*

10. *The Complainant's "KLEF" mark is the abbreviation of the name of the Complainant and thus the mark "KLEF", along with several of the Complainant's registered trademarks incorporating/consisting of KLEF (collectively the "**KLEF Marks**"), have been prominently used by the Complainant in connection with its educational institution and activities.*

11. *The Complainant has continuously promoted and marketed its 'KL University' / "KLEF" brand through various media and channels, including*

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billboards, hoardings, television commercials, online advertising campaigns, promotional competitions and print advertisements. Copies of promotional material and brochures relied upon by the Complainant are Exhibit C-3 (colly.) to the Affidavit filed herewith.

12. *The Complainant has specified in the Complaint, on the basis of its records, that it has incurred substantial expenditure in promoting and advertising the KLEF Marks. For the period stated in the Complaint, the aggregate advertisement and publicity expenditure is approximately INR 1,10,98,55,958, and the sales figures under the KLEF Marks are approximately INR 37,94,64,77,804. The annual figures relied upon by the Complainant are set out below.*

Financial Year	***Sales (INR)***	***Advertisement and Publicity (INR)***
2020-21	*3,67,66,06,705*	*5,08,65,198*
2021-22	*4,30,01,87,726*	*15,91,64,809*
2022-23	*5,21,92,19,269*	*17,79,84,196*
2023-24	*7,12,49,71,867*	*15,86,03,166*
2024-25	*8,32,09,65,482*	*23,93,04,088*
2025-26	*9,30,45,26,755*	*32,39,34,501*
Total	*37,94,64,77,804*	*1,10,98,55,958*

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13. *The Complainant has secured trademark registrations for the KLEF Marks in India and states that the said registrations are valid and subsisting. Copies of the relevant trademark registration certificates and the list of trademark registrations/ applications relied upon by the Complainant are Exhibit C-4 (colly.) to the Affidavit filed herewith.*

14. *The Complainant has a substantial social-media presence, including pages on X, Facebook, Instagram, YouTube and LinkedIn. The Complaint records a collective follower count of more than 3,47,420 users across the identified pages. The relevant social-media and institutional records are maintained by or available to the Complainant in the ordinary course.*

15. *The Complainant has, from time to time, taken steps to safeguard and enforce its rights in the KLEF Marks against third parties. Copies of earlier notices issued by the Complainant in relation to the disputed domain name are Exhibit C-5 (colly.) to the Affidavit filed herewith.*

16. *The Complainant subsequently became aware that the Respondent had registered the disputed domain name <klef.net.in> on December 06, 2025.*

17. *The present dispute arises out of a brazen, calculated, and malicious act of cybersquatting and digital impersonation by the Respondent, where the disputed domain name incorporates the Complainant's "KLEF" mark and brand in its entirety.*

18. *Prior to the website being suspended following legal action taken by the Complainant, a website was available through the disputed domain name which, as observed and recorded by the Complainant, substantially reproduced/ corresponded with the Complainant's official website and used the KLEF Marks without the Complainant's authorisation.*

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19. *By developing a nearly identical, word-to-word and pixel-for-pixel replica of the Complainant's official educational portal on the disputed domain name, the Respondent has clearly demonstrated their intent to deceive the general public, prospective students, and parents. It is, therefore, evident that the Respondent has deliberately, knowingly, and maliciously copied the Complainant's proprietary website design, copyrighted text, university logos, photographs of campus facilities, admission portals, and overall digital trade dress.*

20. *A copy of the erstwhile homepage relied upon by the Complainant is Exhibit C-6 to the Affidavit filed herewith, to demonstrate the gross intellectual property infringement and passing off by the operation of the lookalike website.*

21. *The disputed domain name was registered more than fifteen years after the Complainant's adoption and use of the KLEF Marks, which the Complaint records as having commenced in 2009. The Complainant's official website at <https://www.kluniversity.in/> has also been used since 2009 to promote the Complainant and its KLEF brand. Since the launch of this website, the popularity of "KLEF" has tremendously increased. A copy of the homepage of the Complainant's official website on <www.kluniversity.in> is Exhibit C-7 to the Affidavit filed herewith, which further demonstrates how identical the website on the disputed domain name has been constructed.*

22. *The WHOIS information relied upon by the Complainant also records the Respondent's organisation name as 'JFLN Academy', and that the disputed domain name was registered on 06 December 2025 through the Registrar "HOSTINGER operations, UAB". The Respondent is not known to the*

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Complainant as operating any legitimate business, institution or undertaking under the name "KLEF".

23. *The Complainant further relies upon the .IN Registry's Terms and Conditions for Registrants, including the requirement concerning complete and accurate registrant information. A copy of the Terms and Conditions relied upon by the Complainant is Exhibit C-8 to the Affidavit filed herewith.*

24. *The Respondent's adoption of a domain name consisting of the Complainant's KLEF mark, coupled with the use of the KLEF Marks on the website that was available through the disputed domain name, created a likelihood of confusion and/or an impression of association, affiliation or endorsement with the Complainant.*

25. *The circumstances set out above are consistent with registration and/or use of the disputed domain name in bad faith, including because the disputed domain name reproduces the Complainant's KLEF mark in its entirety and the associated website used the Complainant's branding without authorisation.*

26. *The Complainant relies upon: (i) the Complaint dated 21.08.2026 filed before NIXI, together with Annexures filed therewith; (ii) the Affidavit by way of Evidence filed pursuant to the Tribunal's order dated 12.09.2026, together with Exhibits exhibited therewith; and (iii) these Written Submissions. The Complainant craves leave to rely upon all documents, decisions, and authorities cited herein.*

II. GOVERNING LEGAL FRAMEWORK

27. *Paragraph 4 of the .IN Domain Name Dispute Resolution Policy ("**INDRP Policy**" or "**the Policy**") requires the Complainant to establish 3 principles.*

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"(a) the Registrant's domain name is identical and/or confusingly similar to a Name, Trademark or Service Mark etc. in which the Complainant has rights; and

(b) the Registrant has no rights or legitimate interests in respect of the domain name; and

(c) the Registrant's domain name has been registered or is being used either in bad faith or for illegal/unlawful purpose."

28. *Paragraph 6 of the Policy sets out circumstances which, if proved, may demonstrate rights or legitimate interests, including bona fide use/preparations, or legitimate non-commercial/fair use without intent to misleadingly divert consumers or obtain commercial gain.*

"6. Registrant's Rights and Legitimate Interests in the Domain Name

Any of the following circumstances, in particular but without limitation, if found by the Arbitrator to be proved based on its evaluation of all evidences presented before him, shall demonstrate the Registrant's rights to or legitimate interests in the domain name for the purposes of Clause 4(b):

[1] "Before any notice to the Registrant of the dispute, the Registrant's use of, or demonstrable preparations to use the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services;

[2] The Registrant (as an individual, business, or other organization) has been commonly known by the domain name, even if the Registrant has acquired no Trademark or Service Mark rights; or

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[3]The Registrant is making a legitimate non-commercial or fair use of the domain name, without the intention of commercial gain by misleadingly or diverting consumers or to tarnish the Trademark or Service Mark at issue."

29. *Paragraph 7 sets out non-exhaustive circumstances evidencing bad faith, including intentional attraction of Internet users by creating a likelihood of confusion as to source, sponsorship, affiliation or endorsement, and registration for the purpose of disrupting a competitor's business.*

*"7. **Evidence of Registration and use of Domain Name in Bad Faith***
For the purposes of Clause 4(c), the following circumstances, in particular but without limitation, if found by the Arbitrator to be present, shall be evidence of the Registration and use of a domain name in bad faith:

[1]circumstances indicating that the Registrant has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant, who bears the name or is the owner of the Trademark or Service Mark, or to a competitor of that Complainant, for valuable consideration in excess of the Registrant's documented out-of-pocket costs directly related to the domain name; or

[2]the Registrant has registered the domain name in order to prevent the owner of the Trademark or Service Mark from reflecting the mark in a corresponding domain name, provided that the Registrant has engaged in a pattern of such conduct; or

[3]by using the domain name, the Registrant has intentionally attempted to attract Internet users to the Registrant's website or other on-line location, by creating a likelihood of confusion with the Complainant's name or mark as to

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the source, sponsorship, affiliation, or endorsement of the Registrant's website or location or of a product or service on the Registrant's website or location; or

[4]The Registrant has registered the domain name primarily for the purpose of disrupting the business of a competitor."

30. *The INDRP Rules require a Complaint to identify the domain name, the trademark rights relied upon, the grounds concerning confusing similarity, absence of rights or legitimate interests, and bad faith, and to annex documentary or other evidence. The Arbitrator determines the admissibility, relevance, materiality and weight of the evidence.*

31. *The INDRP Rules further provide that, where a party defaults in complying with the Rules or directions, the matter may be decided ex parte.*

"17. Default by Parties

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

32. *While the present proceedings have advanced ex parte due to the complete failure of the Respondent to file a Reply or otherwise defend their actions in these proceedings, the Complainant places the present submissions on record to summarise the incontrovertible evidence and legal principles that mandate the immediate transfer of the disputed domain name, <klef.net.in>.*

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III. THE COMPLAINANT HAS SATISFIED ALL 3 ELEMENTS, AS SPECIFIED IN PARAGRAPH 4

33. *It is humbly submitted that the Complainant has overwhelmingly discharged its burden of proof under Paragraph 4 of the .IN Domain Name Dispute Resolution Policy (INDRP), as detailed below:*

A. The Registrant's domain name is identical and/or confusingly similar to a Name, Trademark or Service Mark etc. (Paragraph 4(a))

34. *As specified above, the Complainant has adopted and continuously used the registered, well-known, and highly distinctive trademark "KLEF" in connection with its educational institution and associated educational, research and allied activities.*

35. *The first ingredient is applicable to the present and is demonstrably satisfied, as the disputed domain name entirely incorporates the Complainant's registered, well-known, and highly distinctive trademark, "KLEF".*

36. *In fact, WIPO Panels in cases such as* ***Reuters Ltd. v. Global Net 2000 Inc., D2000-0441; Altavista Company v. Grand total Finances Ltd., D2000-0848; Playboy Enterprises v. Movie Name Company, D2001-1201*** *have held that the mere omission of one letter of a trademark has no effect on the determination of confusing similarity between a trademark and a domain name. The present case is on an even higher footing as the Respondent has picked up the registered trademark of the Complainant verbatim without even changing a single letter. This particular term is identical to the "KLEF" Marks owned and utilised by the Complainant. Thus, the use of the disputed*

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domain name by the Respondent is a prima facie case of cybersquatting and trade/service mark/name infringement and passing off.

37. *In fact, the utmost mala fide intention of the Respondent is evident from the fact that the disputed domain name contains the entirety of the Complainant's registered and well-known trademark "KLEF" verbatim without even changing a single letter. This is a well-settled principle in domain name jurisprudence and has been held as such by numerous UDRP panels (**Farouk Systems, Inc. v. Yishi, D2010-0006; Havells India Limited, QRG Enterprises Limited v. Who is Foundation D2016-1775**) that a domain name which wholly incorporates a Complainant's registered mark may be sufficient to establish identicalness or confusing similarity, despite the addition of other words to such marks.*

38. *The well-known mark "KLEF" has been in extensive, continuous and uninterrupted use since the year 2009 in relation to the Complainant's educational institution. The KLEF mark has also been used in relation to advertisements and related business/commercial information disseminated in several print media such as newspapers, magazines etc.in India and it also has a widespread presence on the internet. The brand's website - https://www.kluniversity.in/ was launched by the Complainant in 2009 to make the "KLEF" brand reach a wider audience. Since the launch of this website, the popularity of "KLEF" has tremendously increased. A copy of the homepage of the Complainant's official website on <www.kluniversity.in> is Exhibit C-7 to the Affidavit filed herewith.*

39. *It is to be noted that a mark is capable of being a trademark if it has acquired a secondary meaning in the market. In the present dispute the Complainant has been using the trademark "KLEF" in an extensive and continuous manner*

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*for more than a two decades and has thus acquired secondary meaning in the mark. (**Realmark Cape Harbour L.L.C. v. Lawrence S. Lewis, D2000-1435**)*

40. *At present, the Complainant's mark "KLEF" is a name to reckon with and has acquired enormous goodwill in India due to its extensive use, advertisements, publicity and awareness campaigns.*

41. *It is well established that specific top-level domain, such as ".com", ".in", ".co.in" ".net" or ".travel", does not affect the domain name for the purpose of determining whether it is identical or confusingly similar (**Magnum Piering, Inc. v. The Mudjackers and Garwood S. Wilson, Sr., D2000-1525; Rollerblade, Inc. v. Chris McCrady, D2000-0429; Wells Fargo and Company v. Jessica Frankfurter, INDRP/392**).*

42. *Moreover, in **Living Media, Limited v. India Services, D2000-0973**, it has been held that "trademark registration is itself prima facie evidence that the mark is distinctive". Similarly, in **eAuto, LLC v. Triple S Auto Parts, D2000-0047**, the Panel decided that when a domain name wholly incorporates a Complainant's registered mark, that is sufficient to establish identical or confusing similarity for purposes of the UDRP policy.*

43. *The use of the disputed domain name by the Respondent is a prima facie case of cybersquatting and trade/service mark/name infringement and passing-off. Since the Complainant operates a well-known educational institution bearing the "KLEF" Marks, any member of the general public would mistakenly assume that the disputed domain name and the website therein are owned and operated by the Complainant, whereas nothing could be further from the truth.*

44. *Further, considering that the disputed domain name, until recently, had website which was a nearly identical pixel-by-pixel and word-to-word copy of*

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the Complainant's official website available on the domain name <www.kluniversity.in> and unauthorisedly used the "KLEF" Marks, prior to being suspended based on a legal notice issued to the Registrant by the Complainant.

45. *The well-known mark "KLEF" has been in extensive, continuous and uninterrupted use since the year 2009 in relation to the Complainant's educational institution. The KLEF mark has also been used in relation to advertisements and related business/commercial information disseminated in several print media such as newspapers, magazines etc. in India, and has been featured in leading Newspapers and News Channels as well.*

46. *The confusing similarity is not merely theoretical but actual and intentional. The Respondent has weaponised this identical domain name by hosting the lookalike website. Any internet user, prospective student, or academic professional searching for the Complainant's university would logically and reasonably presume that <klef.net.in> is an official secondary or alternative portal owned, operated, or endorsed by the Complainant.*

47. *The Complainant has never authorised, licensed, or otherwise permitted the Respondent to utilise the "KLEF" marks, nor to register any domain name incorporating the said marks. Thus, the identity and confusing similarity between the disputed domain name and the Complainant's trademark is absolute, undisputed, and evident on the face of the record.*

48. *In the past, administrative panels have also ruled in favour of brand owners even where the mark was not registered (**Satyam Computer Service Limited v. Vasudeva Varma Gokharaju, D2000-0835; Express Publications***

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(Madurai) Ltd. v. Murali Ramakrishnan, D2001-0208 and Hindustan Petroleum Corporation Limited v. Neel Punatar, D2004-0351).

49. *The Complainant has, therefore, irrefutably proved its rights to retain its exclusivity in the domain, owing to its "KLEF" trademarks. It is thus submitted that the disputed domain name is identical and/or confusingly similar to the Complainant's well-known mark "KLEF".*

B. *The Registrant has no rights or legitimate interests in respect of the domain name (Paragraph 4(b))*

50. *The distinctive and essential element of the disputed domain name is "KLEF". The disputed domain name reproduces the Complainant's "KLEF" mark in its entirety, without alteration. The Respondent has no proprietary or contractual rights in any registered or common law trademark corresponding in whole or in part to the disputed domain name.*

51. *The very fact that the Respondent has registered a domain name with the Complainant's trademark "KLEF" indicates that the Respondent knew of the Complainant's brand and registered the domain name to cash-in on the brand's reputation.*

52. *The disputed domain name was registered by the Respondent on December 06, 2025, which is very recent compared to the inception and gradual popularity of the "KLEF" mark. (**Telstra Corporation Limited v. Nuclear Marshmallows, D2000-0003; Kelemata S.p.A. v. Mr. Bassarab Dungaciu, D2003-0849**)*

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53. *The present case is particularly concerning, since by using the disputed domain name in a fraudulent and illegal manner, the Respondent is deliberately diluting the Complainant's rights in the "KLEF" mark. This makes it apparent that the Respondent's intent is to exploit the Complainant's trademark and goodwill for their own gain, further highlighting the lack of rights or legitimate interests in the domain name.* ***(Carrefour v. WhoisGuard, Inc., WhoisGuard Protected / Robert Jurek, Katrin Kafut, Purchasing clerk, Starship Tapes & Records, Case No. D2017-2533; Ann Summers Limited v. Domains By Proxy, LLC / Mingchun Chen Case No. D2018-0625; Conforama France v. Benjamin Kouassi Case No. D2021-1166)***

54. *The Respondent's use of the domain name to host a cloned, counterfeit website of an established university cannot, under any stretch of the imagination, be construed as a bona fide offering of goods or services. It is an act of blatant deception and cybersquatting.*

55. *The likelihood of confusion is reinforced by the nature of the Complainant's activities. The Complainant operates an educational institution under the KLEF marks and maintains an established online presence at <https://www.kluniversity.in/>. An Internet user encountering <klef.net.in> would naturally be liable to assume an association with, sponsorship by, or endorsement of the Complainant.*

56. *The Respondent has absolutely no rights, valid claims, or legitimate interests whatsoever in respect of the Impugned Domain. The Respondent is not commonly known by the name "KLEF", nor does the Respondent possess any trademark or service mark registrations for the same. The WHOIS records*

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clearly identify the Registrant as "JFLN Academy" or "Ainan Ahmad", which bears no resemblance or connection to the mark "KLEF".

57. *In fact, the Respondent is completely unaffiliated with the Complainant University. The Respondent is not an employee, agent, franchisee, or authorised representative of the Complainant, and that by pretending otherwise, the Respondent fails the second principle, as under Paragraph 6 of the INDRP.*

58. *The Respondent has no active legitimate or bona fide business in the name of "KLEF". The Respondent is not a licensee of the Complainant, nor has the Respondent ever been authorized by the Complainant to use the Complainant's trademarks or register the disputed domain name. The Complainant has no relationship with the Respondent.* ***(Charles Jourdan Holding AG v. AAIM, D2000-0403 ; ITC Limited vs. Mr. Mark Segal, INDRP/079; Wells Fargo & Co. and Anr. v. Krishna Reddy, INDRP/581; Aon PLC and Ors. v. Gangadhar Mahesh, INDRP/632; Aon PLC and Ors. v. Guanrui, INDRP/633).***

59. *Furthermore, the Respondent, whose organisation name as per Who is records is 'JFLN Academy', does not engage in any legitimate or bonafide business or commerce under the name "KLEF".* ***(Morgan Stanley v. M/S Keep Guessing, INDRP/024; Tata Sons Limited v. Jacob W., D2010-1264).***

60. *In light of the uniqueness of the domain name <www.klef.net.in>, which is completely identical to the Complainant's "KLEF" trademark, it is extremely difficult to foresee any justifiable use that the Respondent may have with the disputed domain name. On the contrary, registering the disputed domain name gives rise to the impression of an association with the Complainant.*

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(Telstra Corporation Limited v. Nuclear Marshmallows, D2000-0003; Daniel C. Marino, Jr. v. Video Images Productions, et al., D2000-0598)

61. *Furthermore, considering that the Respondent has not provided his complete details in the WHOIS records, especially pertaining to his contact information. This clearly indicates the mala fide intentions of the Respondent leading to the conclusion that the Respondent does not have any legitimate rights in the disputed domain name. Moreover, by providing inaccurate and unreliable information, the Respondent has violated Section 2 of the 'Terms and Conditions for Registrants' issued by the .IN Registry. A true copy of a screenshot of the 'Terms and Conditions for Registrants' issued by the .IN Registry, as available on <www.registry.in>, is Exhibit C-8 to the Affidavit filed herewith.*

62. *The acquisition of the domain name involving the Complaint's trademark in its entirety and the deliberate replication of the Complainant's official website indicates the Respondent's irrefutable malicious intent to mislead the students, their parents and the general public and tarnish the Complainant's goodwill, completely nullifying any defence of fair use, and thus demonstrates the Respondent's failure of the third principle, as under Paragraph 6 of the INDRP. Therefore, the second ingredient of Paragraph 4 of the INDRP is completely satisfied.*

C. The Registrant's domain name has been registered or is being used either in bad faith or for illegal/unlawful purpose. (Paragraph 4(c))

63. *The Complainant asserts that the third ground is also applicable in the present matter as the Respondent has intentionally attempted to attract Internet users to the Respondent website by creating a likelihood of confusion with the*

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Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement by acquiring the disputed domain name.

64. *The disputed domain name was registered on December 06, 2025, decades after the Complainant's adoption and use of "KLEF" trademarks (continuously used since 2009) and after the Complainant had established substantial goodwill and an extensive online presence under the "KLEF" marks demonstrates the Respondent's bad faith and mala fide intentions.*

65. *Secondly, the Respondent selected the Complainant's "KLEF" mark in its entirety. "KLEF" is the abbreviation of the Complainant's name and is used prominently by the Complainant in its physical and online presence. The selection of the mark in its entirety, in the context of the Complainant's established educational institution, is a material circumstance from which knowledge of the Complainant's rights may reasonably be inferred.*

66. *Both the Complainant and the Respondent are primarily based in India, and it is thus inconceivable that the Respondent while registering the disputed domain was unaware of the well-known mark "KLEF" which has been actively and continuously used in India since 2009. Moreover, this is a serious case of trademark infringement and passing-off on part of the Respondent.*

67. *The Respondent's use of the "KLEF" marks in the disputed domain name makes it apparent that the Respondent is deliberately passing-off its services under the "KLEF" brand. It is apparent that the Respondent registered the disputed domain name to mislead consumers into believing that the disputed domain name is associated with the Complainant. (**Arthur Guinness Son &***

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Co. (Dublin) Ltd. v. Healy/BOSTH, D2001-0026; Lockheed Martin Corporation v. Aslam Nadia, INDRP/947).

68. *Most significantly, the disputed domain name was used for a website which, according to the evidence filed by the Complainant, substantially reproduced the Complainant's official website and used the KLEF marks without authorisation. This conduct falls squarely within Paragraph 7(c), namely an intentional attempt to attract Internet users by creating a likelihood of confusion as to source, sponsorship, affiliation or endorsement. A direct comparison between the erstwhile website on the disputed domain name (Exhibit C-6 to the Affidavit filed herewith) and the Complainant's official website (Exhibit C-7 to the Affidavit filed herewith) makes this bad faith self-evident.*

69. *The act of cloning an educational institution's official website by reproducing its logos, campus photographs, admission portals, copyrighted text, and digital trade dress on an identically-named domain, constitutes one of the most egregious forms of bad faith contemplated by the INDRP. The Respondent's conduct was not passive registration but active and deliberate impersonation, directed at prospective students and parents who may have been induced to submit personal information, academic documents, or fee payments to a fraudulent portal. This conduct is conclusive evidence of bad faith within the meaning of Paragraph 7(c) of the INDRP Policy.*

70. *In light of the Respondent's knowledge of the Complainant's rights and the availability of the website accessible via the disputed domain name, it is reasonable to infer that the Respondent registered the disputed domain name in bad faith with the intention to target these rights. (**Cellular One Group v. Paul Brien, D2000-0028; Façonnable SAS v. Names4Sale, D2001-1365;***

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Vakko Holding Anonim Sti. v. Esat Ist, D2001-1173; Maori Television Service v. Damien Sampat, D2005-0524; Kelemata S.p.A. v. Mr. Bassarab Dungaciu, D2003-0849).

71. Moreover, the Respondent was placed on notice of the Complainant's rights through the notices issued by the Complainant in relation to the disputed domain name, copies whereof are Exhibit C-5 (colly.) to the Affidavit filed herewith.

72. Further, the blatant disregard and violation of the Terms & Conditions as well as of the Policy by the Respondent constitutes strong evidence of bad faith. As per Section 2 of the 'Terms & Conditions for Registrants', registrants are mandated to provide complete and accurate contact details.

73. A similar provision in Paragraph 3(a) of the Policy states that the credentials furnished by the domain name registrant should be complete and accurate.

> ***"3. Registrant's Representations***
>
> *By applying to register a domain name, or by asking a Registrar to maintain or renew a domain name registration, the Registrant hereby represents and warrants that:*
>
> *(a) the credentials furnished by the Registrant for registration of Domain Name are complete and accurate;"*

The Respondent has not adhered to this as well, thereby demonstrating his mala fide intentions and lack of legitimate interests.

74. The Respondent is solely using the domain name for wrongful financial gain. Furthermore, it would be extremely difficult, if not impossible, for the Respondent to use the disputed domain name as the name of any business, product or service without violating the Complainant's rights. Thus, the

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*disputed domain name was registered in bad faith. (**The Ritz Carlton Hotel Company LLC v. Nelton! Brands Inc., INDRP/250**).*

75. *By registering the disputed domain name with actual knowledge of the Complainant's trademark, the Respondent has acted in bad faith by breaching its service agreement with the Registrar because the Respondent registered a domain name that infringes upon the Intellectual Property rights of another entity - that is, the Complainant. (**Ray Marks Co. LLC v. Rachel Ray Techniques Pvt. Ltd., INDRP/215; Kenneth Cole Production Inc. v. Viswas Infomedia, INDRP/93**)*

76. *On account of the high degree of inherent and acquired distinctiveness which the registered mark "KLEF" is possessed of, the use of this mark or any other phonetically, visually or deceptively similar mark, by any other person would result in immense confusion and deception in the trade.*

77. *That any use of the impugned domain name by the Respondent would necessarily be in bad faith. (**Expedia, Inc. v. European Travel Network <xpediatravel.com>, D2000-0137 and Which Limited v. James Halliday <goodfoodguide.net>, D2000-0019** wherein it was held that owing to a wide public knowledge of the Complainant's mark, the Respondent cannot be said to have a legitimate interest in the concerned mark since he ought to have known of the Complainant's mark.)*

78. *Moreover, in cases such as **Guerlain S.A. v. Peikang, D2000-0055 and Veuve Clicquot Ponsardin, Maison Fondée en 1772 v. The Polygenix Group Co., D2000-0163** it has been held that bad faith is found where a domain name "is so obviously connected with such a well-known product that its very use by*

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someone with no connection with the product suggests opportunistic bad faith".

79. *With regard to famous and well-known brands, successive UDRP panels have found bad faith registration in similar circumstances.* ***(Cho Yong Pil v. Sinwoo Yoon, D2000-0310; America Online Inc. v. Chinese ICQ Network, D2000-0808; The Caravan Club v. Mrgsale <thecaravanclub.com>, NAF Claim No. FA0007000095314).***

80. *The circumstances set out above are cumulative. They demonstrate that the registration and use of the disputed domain name were not the result of a bona fide or coincidental adoption but were directed at the Complainant's established mark and online identity, satisfying the third requirement under Paragraph 4(c).*

IV. THE RESPONDENT'S PROCEDURAL DEFAULT

81. *That despite the successful delivery of the said Legal Notices, the Respondent exhibited complete and total silence. The Respondent has failed to communicate, failed to provide any justification for their illegal actions, and failed to comply with the lawful demands set forth by the Complainant, which demonstrate bad faith on their part.*

82. *That following the lawful invocation of the present complaint and the commencement of these arbitral proceedings, the Respondent has continued their evasive conduct. The Respondent has failed to file any Reply to the Complaint, failed to appear, and has otherwise done absolutely nothing to defend their registration of the disputed domain name, further evidencing their bad faith.*

83. *That the Respondent was placed on notice of the Complainant's rights through the notices issued by the Complainant in relation to the disputed domain name,*

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copies whereof are Exhibit C-5 (colly.) to the Affidavit filed herewith. That despite this, the Respondent has absolutely failed to desist from his unlawful conduct.

84. *That the Respondent has obtained registration for the disputed domain name in bad faith for either or all of the following motives:*

[1]The domain name could be used by the Respondent to extract huge sums of money from the Complainant who have legitimate interest in the said domain name.

[2]The Respondent is cashing-in on the reputation of the Complainant's mark by using the domain name for offering services similar to the Complainant.

[3]The Respondent can transfer or sell the domain name to some competing interest of the Complainant.

V. CONCLUSION AND PRAYER

85. *In view of the foregoing, the Complainant respectfully submits that all three requirements under Paragraph 4 of the INDRP stand established.*

86. *The Complainant has suffered, and continues to suffer, immense prejudice and the constant threat of irreparable harm to its reputation so long as the disputed domain name remains under the control of the Respondent. The unlawful commercial gains made by the Respondent at the expense of the Complainant and innocent members of the public must be halted immediately.*

87. *It is humbly submitted that the Complainant has overwhelmingly discharged its burden of proof. The Complainant has demonstrated its clear, subsisting, and statutory rights in the "KLEF" marks and that the Complainant has proven that the Respondent lacks any legitimate interest, and has unequivocally shown that the disputed Domain was registered and is being actively used in absolute bad faith via a fraudulent website, which is nearly identical to the Complainant's official website.*

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88. *The "KLEF" name still on the disputed domain name will invariably lead bona fide users, prospective students, and their parents, who wish to search for the Complainant's genuine educational institution, into falling victim to the Respondent's fraudulent enterprise. It is respectfully submitted that allowing the Respondent to retain control of the disputed domain would amount to an endorsement of digital piracy, identity theft, and fraud against the student community, and the disputed domain name should, therefore, be transferred to the Complainant.*

89. *Based on the aforesaid submissions, the Complainant is entirely entitled to the reliefs sought in the Complaint.*

90. *The Complainant respectfully prays that this Hon'ble Tribunal be pleased to:*

i. *Allow the present complaint, in the interest of justice, equity, and the protection of the general public,*

ii. *pass an award directing the immediate transfer of the disputed domain name, <klef.net.in>, to the Complainant, in the interest of justice, equity, and the protection of the general public.*

iii. *grant such further or other relief as may be permissible under the INDRP Policy and Rules; and*

iv. *pass such other order as the Learned Arbitrator may deem fit in the circumstances of the present case.*

COMPLAINANT

THROUGH ITS AUTHORISED REPRESENTATIVE
(K.I. PAVAN KUMAR)
REGISTRAR (I/C)
Koneru Lakshmaiah Education Foundation
(Deemed to be University)
Green Fields, VADDESWARAM-522 302.

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Advocate
Sole Arbitrator

Guntur District, Andhra Pradesh.

Through
SUSHANT MURTHY / NAVYA CHOPRA / ADITI MENDIRATTA
SCRIBOARD
ADVOCATES AND LEGAL CONSULTANTS
Level 2, Elegance, Mathura Road,
Jasola, New Delhi - 110025
Phone No. +91 9845152329

New Delhi
Dated: 24.09.2026

VERIFICATION

I, Prof. (Dr.) K.I. Pavan Kumar, authorized representative of the above-named Complainant, do hereby verify that the averments made in paragraphs 1 to 90 are true and correct to my knowledge and based on the records of the Complainant maintained in the ordinary course of activities, save and except for legal submissions and conclusions which are based on legal advice and which I believe to be true. No material fact has been concealed therefrom.

Verified at Vaddeswaram on this 24th day of September 2026

DEPONENT
REGISTRAR (I/C)
Koneru Lakshmaiah Education Foundation
(Deemed to be University)
Green Fields, VADDESWARAM-522 302.

Guntur District, Andhra Pradesh.

The same were also taken on record.

The hard copies of the **Evidence by way of Affidavit**, the aforesaid **Certificate**, and the **Written Submissions** were received by this Tribunal on **30.09.2026** and were taken on record.

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In view of the above, the matter was **reserved for Orders/Award.**

The **Order/Award shall be pronounced on 20.10.2026.**

J. ARBITRATION PROCEEDINGS HELD ON 19.10.2026

The matter was reserved for Orders/Award vide Order dated **01.10.2026**, and the Award was scheduled to be pronounced on **20.10.2026**.

However, in view of the occasion of Dussehra, the Award shall now be pronounced on **23.10.2026** at **5:00 P.M.**

K. FINDINGS

This Tribunal has carefully perused the pleadings, documents and Evidence Affidavit placed on record by the Complainant, together with the record of the proceedings set out in the preceding paragraphs. As already noted, notice of these proceedings was duly and sufficiently served upon the Respondent by e-mail in terms of Rule 2(d) of the INDRP Rules, yet the Respondent neither entered appearance nor filed any Response or evidence, despite adequate opportunity. The Respondent was accordingly proceeded against *ex-parte* vide Order dated 12.09.2026. This Tribunal therefore proceeds to render its findings based on the pleadings and material placed on record by the Complainant, which stand unrebutted and uncontroverted. The Respondent's default, however, does not relieve the Complainant of its burden, and each element below has been tested against the evidence on record.

The Complainant's Evidence Affidavit dated 18.09.2026 was filed along with a Certificate under Section 63 of the Bharatiya Sakshya Adhiniyam, 2023 (BSA) in respect of Exhibits C-1 to C-8, and the hard copies were taken on record on 30.09.2026. The electronic records relied upon are accordingly admissible, and the material facts asserted find further support in the trademark certificates,

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WHOIS record and other exhibits, none of which has been questioned by the Respondent.

Under Clause 4 of the INDRP Policy, the Complainant must establish, cumulatively, that: (i) the disputed domain name is identical and/or confusingly similar to a name, trademark or service mark in which it has rights; (ii) the Respondent has no rights or legitimate interests in the domain name; and (iii) the domain name has been registered or is being used in bad faith. Each element is examined in turn.

i. **Whether the disputed domain name <klef.net.in> is identical or confusingly similar to a mark in which the Complainant has rights (Clause 4(a) of the INDRP Policy)**

The Complainant is a Category 1 University recognized by the UGC, rated A++ by NAAC and ranked 22nd in the NIRF Rankings 2024. "KLEF" is the abbreviation of its name and has been used continuously since 2009, including on its official website www.kluniversity.in, and has been promoted extensively through print, television, hoardings and online media (Exhibits C-2, C-3 and C-7). The Complainant holds trademark registrations in India for the KLEF Marks, which are stated on affidavit to be valid and subsisting (Exhibit C-4). The Complainant's rights in KLEF, as a registered mark and as an established name, are thus proved.

The disputed domain name reproduces the Complainant's mark KLEF in its entirety, without addition or alteration. The suffix ".net.in" is merely a technical requirement of registration and is disregarded in the comparison. A student or parent searching for the Complainant by its familiar acronym would naturally assume that "klef.net.in" is an official address of the Complainant.

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FINDINGS OF THE TRIBUNAL

This Tribunal accordingly finds that the disputed domain name <klef.net.in> is identical to the Complainant's name and mark KLEF, in which the Complainant has established rights. The requirement under Clause 4(a) of the INDRP Policy stands satisfied.

ii. **Whether the Respondent has any rights or legitimate interests in the disputed domain name (Clause 4(b) read with Clause 6 of the INDRP Policy)**

The Complainant has affirmed on oath that it has never licensed or authorized the Respondent to use the KLEF Marks, and that the Respondent has no relationship with it, whether as agent, licensee or otherwise. The WHOIS record (Exhibit C-1) names the registrant as "Ainan Ahmed", with the organisation name "JFLN Academy", neither of which bears any resemblance to KLEF. There is nothing to suggest that the Respondent has ever been commonly known by that name, or holds any corresponding trade mark.

The only evidence of use is the erstwhile homepage of the website hosted at the disputed domain name (Exhibit C-6), which, when compared with the Complainant's own homepage (Exhibit C-7), reproduced the Complainant's branding and presented itself as the Complainant's educational portal, without authorisation. The impersonation of an established university is neither a bona fide offering of goods or services nor a legitimate non-commercial or fair use. Its subsequent suspension, following the Complainant's legal notice, does not alter that character.

FINDINGS OF THE TRIBUNAL

On these facts, this Tribunal finds that the Complainant has made out a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name, and the burden accordingly shifted to the Respondent. Having chosen not to participate, the Respondent has failed to discharge that burden. The

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requirement under Clause 4(b) read with Clause 6 of the INDRP Policy stands satisfied.

iii. Whether the disputed domain name has been registered or is being used in bad faith (Clause 4(c) read with Clause 7 of the INDRP Policy)

The disputed domain name was registered on 06.12.2025, over sixteen years after the Complainant adopted KLEF and long after it had acquired its reputation. KLEF is not a dictionary word but the acronym of the Complainant's name, and the Respondent, like the Complainant, is based in India. This Tribunal finds it wholly implausible that the Respondent arrived at this exact string by coincidence and holds that the domain name was registered with knowledge of the Complainant and its mark.

The domain name was also used to host a website that reproduced the Complainant's homepage and branding, thereby intentionally attracting Internet users by creating a likelihood of confusion as to source, sponsorship or affiliation, which is an instance of bad faith expressly recognized in Clause 7 of the INDRP Policy. The risk is graver where, as here, the audience comprises prospective students and parents who may rely on admission-related information. This Tribunal confines this finding to the homepage; the only content placed on record. The Respondent also ignored the Complainant's earlier notices (Exhibit C-5) and offered no explanation in these proceedings; an adverse inference is drawn from that silence, but only as corroboration of the conclusions above and not as independent proof.

The Complainant's further contentions, that the Respondent intended to sell the domain name to the Complainant or its competitors, or collected data or fees from students, are not supported by any evidence and are not accepted. They are unnecessary to the result, since Clause 7 is not exhaustive. The suspension of the



website does not cure the bad faith, as the Respondent continues to hold the registration and may reactivate it at any time.

FINDINGS OF THE TRIBUNAL

This Tribunal accordingly finds that the disputed domain name <klef.net.in> was registered, and has been used, in bad faith within the meaning of Clause 4(c) read with Clause 7 of the INDRP Policy.

In view of the foregoing, this **Tribunal holds that the Complainant has established, cumulatively, all three conditions under Clause 4 of the INDRP Policy.** The Complaint accordingly succeeds, and the disputed domain name <klef.net.in> is liable to be transferred to the Complainant, which is the relief sought. The following Order/Award is passed.

ORDER/AWARD

For the reasons recorded above, this Tribunal passes the following Order/Award:

a) It is declared that the Complainant, Koneru Lakshmaiah Education Foundation (Deemed to be University), has a right and interest in the name and mark KLEF and in the disputed domain name <klef.net.in>, and that the Respondent, Ainan Ahmed, has no right or legitimate interest therein.

b) The disputed domain name <klef.net.in> is directed to be transferred by the Respondent to the Complainant forthwith.

c) The Complaint is allowed in the above terms.

d) Cost of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** is imposed upon the Respondent in favour of the Complainant, be paid by the Respondent to the Complainant, within **thirty (30) days** from today.

e) The National Internet Exchange of India (NIXI) is directed to take all consequential and incidental steps necessary to give effect to the transfer of the disputed domain name in terms of this Award, and a copy of this Award

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Sole Arbitrator

be communicated to the parties and to NIXI in terms of Rule 5(f) of the INDRP Rules.



DR. PANKAJ GARG
(SOLE ARBITRATOR)

PLACE: NEW DELHI

DATE: 23.10.2026