

INDRP Rules of Procedure

1. Definitions

“**Arbitrator**” refers to an expert who has expertise in computer literacy/ Judicial proceedings/ skills and laws; possess a high sense of professional ethics and is capable of rendering independent and unbiased decisions in domain name disputes.

"**Arbitral Tribunal**" means an Arbitrator appointed for determining a particular dispute or difference.

"**Panel**" means the Panel of Arbitrators maintained by the .IN Registry.

“**Arbitral Award**” refers to the decision of an **Arbitral Tribunal**, it includes an interim award also.

“**Act**” means the Arbitration and Conciliation Act, 1996, amended as per the Arbitration and Conciliation (Amendment) Act, 2019 and any amendment thereof.

“**Complainant**” refers to the Person/ Party who initiates Complaint against the Registrant.

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

"**Party**" means a party to an arbitration. It shall include any individual, partnership firm, company, institution, organization or any other legal entity.

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

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

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

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

"**Rules**" means the Rules and procedure set put by the INDRP/ .IN Registry.

Words importing the singular number include, where the context admits or requires, the plural number and vice versa.

2. Communication

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

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

b. Except the service of the notice of Complaint as provided in Clause 2(a), any written communication to Complainant or Respondent provided for under these Rules of Procedure may also be made

(i) by facsimile transmission, with a confirmation of transmission; or

(ii) by registered post and/ or, speed post.

c. either Party may update its contact details by notifying in writing to the .IN Registry.

d. except as otherwise provided in these Rules of Procedure, or decided by an Arbitrator, all communications provided for under these Rules of Procedure shall be deemed to have been served:

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

(ii) if by Registered Post or Speed Post, on the date marked on the acknowledgement receipt or on the 3rd day from the date of its dispatch; or

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

e. except as otherwise provided in these Rules of Procedure, all time periods calculated under these Rules of Procedure shall begin when a communication is made or is deemed to have been made in accordance with Clause 2(d) above.

f. Any communication by

i. an Arbitrator to any Party shall be copied to the .IN Registry and to the other Party;

ii. the .IN Registry to any Party shall be copied to the other Party and to the Arbitrator; and

iii. a Party shall be copied to the other Party, the Arbitrator and the .IN Registry.

iv. It shall be the responsibility of the sender of a communication to retain records of all facts and circumstances relating to such communication, which shall be available for inspection by affected parties and for reporting purposes.

v. In the event a sender sends a communication and receives intimation of non-delivery of the communication, the sender shall promptly inform the Arbitrator, the .IN Registry and the relevant parties about the non-delivery of communication and reasons thereof, if any. Further proceedings concerning any communication or response shall be as directed by the Arbitrator, or if no Arbitrator is yet appointed, by the .IN Registry.

g. For any or all communication, the address of NIXI stated below shall be used:

.IN Registry

C/o NIXI (National Internet Exchange of India)

Regd. Office: 9th Floor, B-Wing, Statesman House,
148, Barakhamba Road,
New Delhi-110001, India

Tel.: +91-11-48202011,

Tel. : +91-11-48202010,

Fax: +91-11-48202013

E-Mail: legal@nixi.in

registry@nixi.in

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

3. Filing and Service of Complaint

Filing of Complaint:

- a. The Complaint along with all supporting documents has to be submitted to NIXI in an electronic form.
- b. Either Party or its authorized representative shall submit a Power of Attorney while filing a Complaint or Reply to the Complaint.

Service of Complaint:

- a. The complainant shall file the electronic copy of the complaint with annexures to NIXI along with prescribed fees. Thereafter, the complaint shall be evaluated for compliances and in case of objections, if any, the complainant would be notified within a period of five (5) working days where after, he shall rectify/complete the needful and submit the amended Complaint within seven (7) working days thereof.
- b. Once the complaint is in compliance of laid down rules under INDRP, NIXI shall within five (5) working days appoint an arbitrator from the list of empanelled arbitrators and notify the parties by email.
- c. Within 2 working days from the receipt of intimation as stated in above corresponding Para, the complainant shall send a soft copy of final accepted complaint along with annexures to the Learned Arbitrator copying NIXI vide email.
- d. In addition to aforesaid, the complainant shall also send both hard copy and soft copy of the complaint with annexures to the respondent(s). The proof of service of both hard copy and soft copy shall be communicated by the complainant vide email to all including NIXI.

4. Limitation of submissions

- a. The (maximum) word limit shall be 5,000 words for all submissions in the Complaint individually (excluding annexures). Annexures shall not be more than 100 pages in total. Parties shall observe this rule strictly subject to Arbitrator's discretion.

b. The Complaint shall incorporate the following:

i. a request that the Complaint be submitted to arbitration in accordance with the Dispute Resolution Policy and the Rules.

ii. name, postal and e-mail addresses, telephone and facsimile numbers of the Complainant and/ or authorised representative to act for the Complainant in the arbitration proceedings.

iii. complete details of the Respondent (*including postal and e-mail addresses, telephone and facsimile numbers*) and in case the information is unknown to the complainant, he/she may approach NIXI to receive entire information.

iv. specify the domain name which is the subject matter of the Complaint.

v. specify the trademark(s) or service mark(s) on which the Complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used or intended to be used.

vi. describe the grounds on which the Complaint is made, in particular, including-

- the manner in which the domain name in question is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

- reasons for which the Respondent should be considered ineligible for rights or legitimate interests in respect of the impugned domain name; and

- reasons justifying that the impugned domain name is being registered and/ or used in bad faith.

vii. Specify, in accordance with the Dispute Resolution Policy, the remedies sought;

viii. mention any other legal proceedings that have been commenced or terminated in connection with or relating to the impugned domain name;

ix. Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"The Complainant, by submitting the Complaint agrees to the settlement of the dispute, regarding the domain name which is the object of the Complaint by final and binding arbitration in India conducted in accordance with the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2019 (as amended upto date) read with the Arbitration & Conciliation Rules, the .IN Domain Name Dispute Resolution Policy of .IN Registry; Rules of Procedure and any by-laws, rules or guidelines framed there under, as amended from time to time."

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

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

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

- x. Annex any documentary or other evidence; schedule indexing such evidence.
- c. A separate Complaint is required to be filed for dispute relating to each domain name.

5. Appointment of Arbitrator and Timeline of Award

- a. .IN Registry shall maintain and publish a publicly available list of arbitrators and their qualifications.
- b. The .IN Registry shall appoint, an Arbitrator from the .IN Registry's list and shall forward the Complaint along with supporting documents to such Arbitrator.
- c. The Arbitrator shall issue a notice to the Respondent within 3 working days from the receipt of the complaint.
- d. The date of commencement of the arbitration proceeding shall be the date on which the Arbitrator issues notice to the Respondent.
- e. The Arbitrator shall pass an award within 60 days from the date of commencement of arbitration proceeding. In exceptional circumstances, the timeline may be extended by a maximum period of 30 days by the Arbitrator subject to a reasonable justification in writing.
- f. The Arbitrator shall communicate the pronouncement of award vide email to all parties including NIXI. However, original hard copy of such award along with the respective invoice shall be sent to NIXI.
- g. The Arbitrator must mark .IN Registry on email during entire course of proceedings including sharing of copies of all documents including but not limited to replies, rejoinders, applications, orders passed from time to time for purposes of record and transparency.

6. INTERPRETATION OF THE RULES

The decision of the .IN Registry on any question relating to interpretation of these rules or any procedural matter there under shall be final and binding on the parties.

7. WAIVER OF RULES

Any party who proceeds with the arbitration with the knowledge that any provision or requirement of these rules has not been complied with and who fails to state his objection thereto in writing, shall be deemed to have waived his right to object.

8. RIGHT TO PUBLISH

The Registry may print, publish or otherwise circulate any award made under its rules or under its auspices, in any arbitration journal, magazine, report, etc. for the purpose of creating arbitration jurisprudence or precedents for the benefit and guidance of future arbitrations. No party to the arbitration shall have any objection to the publication of awards as above.

On request, certified true copy of the award by .IN Registry shall be made available to the parties but to no one else, at all times at request and on payment as fixed by .IN Registry.

A party shall in all things abide by and obey the award which shall be binding on the Parties and their respective representatives, notwithstanding the death of any party before or after the making of the award and such death shall not operate as revocation of the submission or reference.

9. CORRECTION, INTERPRETATION AND REMISSION OF AWARDS

(a) Within thirty days from the receipt of arbitral award, a party, through .IN Registry, may request the Arbitral Tribunal to correct any computation errors, any clerical or typographical errors or any other errors of similar nature occurring in the Award.

(b) The .IN Registry shall thereafter forward the request to the Tribunal with a copy to the other party.

(c) A party, through the .IN Registry, may request the Tribunal to give an interpretation of a specific point or part of the award.

(d) If Tribunal considers the request made under sub-section (c) to be justified, it shall make the corrections or give the interpretation within thirty days from the receipt of such request and interpretation shall form part of the arbitral award.

(e) The Tribunal may also correct any error of the type referred to under sub-section (a), on its own initiative, within thirty days from the date of the arbitral award.

(f) A party, through the .IN Registry may request, within thirty days from the receipt of the arbitral award, the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award. The .IN Registry shall forward the request to the Tribunal with the copy to the parties.

(g) If the Tribunal considers the request made under sub-section (f) to be justified, it shall make the additional arbitral award within 15 days from the receipt of such request.

(h) The Tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional arbitral award under sub-sections (a), (c) and (f).

10. COPIES OF PROCEEDINGS

No party is entitled as of right to copies of proceedings before the arbitral tribunal.

11. Neutrality of Arbitrator

a. An Arbitrator shall act impartial and independent at all times and must have, before accepting appointment, disclosed to the .IN Registry any circumstance, which could give rise to justifiable doubt as to the Arbitrator's conflict of interest.

b. If, at any stage during the arbitration proceeding, new circumstances arise which could give rise to justifiable doubt as to the impartiality or independence of the Arbitrator, then the Arbitrator shall promptly disclose such circumstances to the .IN Registry. In such event, the .IN Registry shall have the discretion to appoint a substitute Arbitrator from the .IN Registry's list of Arbitrators.

c. In case an Arbitrator is unable to act, or refuses to act, or dies before passing an award, the .IN Registry shall, upon written request by either Party, appoint another Arbitrator from the .IN Registry's list of Arbitrators.

d. A Party may challenge an arbitrator's impartiality or independence by filing a written request to the .IN Registry within seven (7) calendar days of the date of receipt of the notice of appointment of such Arbitrator, stating the circumstances likely to give rise to justifiable doubt to an Arbitrator's impartiality or independence. The .IN Registry, reserves the right to decide whether the removal of Arbitrator is necessary given the reasons so provided.

12. Communication Between Parties and the Arbitrator

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

13. General Powers of the Arbitrator

a. An Arbitrator shall conduct the arbitration proceeding in such manner as it considers appropriate in accordance with the Arbitration and Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2019 (as amended upto date) read with the Arbitration & Conciliation Rules, Dispute Resolution Policy and its by-laws, and guidelines, as amended from time to time.

b. The Arbitrator shall at all times treat the Parties with equality and provides each one of them with a fair opportunity to present their case.

c. The Arbitrators shall ensure that the arbitration proceedings are conducted in an expeditious manner.

d. The Arbitrator shall determine the admissibility, relevance, materiality and weight of the evidence.

14. Language of the Arbitration Proceedings

a. The language of the arbitration proceedings shall be English.

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

15. Retention of Records:

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

16. In-Person Hearings

There shall be no in-person hearings (*including hearings by teleconference, videoconference, and web conference*), unless the Arbitrator agrees on request of either or both parties, that such a hearing is necessary for deciding the Complaint. In event, a personal hearing takes place; the same shall be subject to maximum of two hearings.

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.

18. Arbitral Award

a. An Arbitrator shall decide a Complaint on the basis of the pleadings submitted and in accordance with the Arbitration & Conciliation Act, 1996 amended as per the Arbitration and Conciliation (Amendment) Act, 2019 (as amended upto date) read with the Arbitration & Conciliation Rules, Dispute Resolution Policy, the Rules of Procedure and any by-laws, and guidelines and any law that the Arbitrator deems to be applicable, as amended from time to time.

b. An Arbitrator shall give his/her award in writing mentioning name of parties; complete name of Arbitrator; impugned domain name; the date of passing of award and observations made while passing such award.

19. Execution of Award

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

20. Communication of Award to Parties

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

21. Termination of Proceeding

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

22. Fees

a. The Complainant shall pay the prescribed fee along with the Complaint to the .IN Registry in accordance with the schedule of fees. All cheques/drafts for fee shall be drawn in favour of 'NATIONAL INTERNET EXCHANGE OF INDIA'. The wire transfer details for the payment of fee can be downloaded from [here](#).

b. In case a personal hearing takes place, the fees towards same shall be shared by the parties equally or individually by the party making such request.

c. No action shall be taken by the .IN Registry on a Complaint until it has received complete amount.

d. The fees for adjudication of the dispute shall be payable as per the schedule given below.

e. In case the complaint is withdrawn before initiation of arbitration proceedings under any circumstances, the Registry Administration Fee shall be forfeited by the .IN Registry. However, if such withdrawal request is received by the complainant during the proceedings or after notification of appointment of arbitrator, no refund of fees is applicable. If the arbitration is terminated by the act or default of any parties after constitution of the arbitral tribunal and before the award is made, any fee, charges, deposited by the Parties shall not be refunded.

f. No interest whatsoever shall be payable by the .IN Registry to any complainant in respect of money deposited with it in accordance with this policy.

g. SCHEDULE OF FEES

IN Registry's

Administration Fee

₹10,000/-

Arbitrator's Fee

₹20,000/-

Total Amount

₹30,000/- + GST (18%)

For personal hearing

₹2,000/- + GST (18%) per hearing Maximum TWO hearings

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

23. SEAT OF ARBITRATION

The Seat of arbitration shall be the office of NIXI at Delhi or as notified by NIXI Delhi (India).

24. Exclusion of Liability

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

25. INDEMNITY AND LIMITATION OF LIABILITY

(a) The Registrants/Complainants (the “indemnifying party”) agrees to indemnify against and in respect of any loss, liability or damage (including reasonable attorney’s fees, as incurred) incurred or sustained by the NIXI, .IN Registry, Registrar and the Arbitrators (the “Indemnified party”) as result of any breach of the terms of this Policy, and any gross negligence, negligent failure to act, misfeasance, bad faith or wilful misconduct/ default by the indemnifying party with respect to the actions contemplated by this policies. In no event shall the Indemnified

party's liability at any point in time exceed the Fee paid by the indemnifying party to the Indemnified party at such point of time.

(b) The NIXI, .IN Registry, Registrar, Arbitration Committee/tribunal and its officers shall not be liable in any case for any act or omission in whatever capacity they may have acted in connection with or in relation to an arbitration under these Rules. Parties are themselves required to contest the proceedings.

(c) No party shall bring or prosecute any suit or proceedings whatsoever against the NIXI, .IN Registry, Registrar, Arbitration Committee/tribunal and its officers or any member thereof, for or in respect of any matter or thing purporting to be done under these Rules nor any suit or proceedings in respect thereof (save for enforcement of the award) against the other party.

26. Governing Policy

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

27. JURISDICTION

Any or all disputes shall be subject to the Indian laws; and subject to the foregoing, the Courts at Delhi shall have exclusive jurisdiction as the Seat of Arbitration.

28. INDRP Code of Conduct

(a) Objective of the Code:

With a view to make arbitration Efficient, Simple, Just, User Friendly, Speedy, Trust worthy, Equitable, Serviceable and at relatively Low Cost this Code aims to establish a set of standards for Arbitrator Parties and they are expected to confirm to such standards while discharging their respective duties under the auspices of the .IN Registry. This code has been formulated in the wake of a fundamental principle that only an arbitration institution can guarantee the enforcement of such ethical norms, which is required at various stages of arbitration right from the appointment of an arbitrator till the rendering of an arbitration award. As this code evolves over the years, it would be a continuing objective to revise and update it from time to time to keep pace with International Standards.

(b) The Code is set out in two parts:

Part I Code of Conduct for the Arbitrators.

Part II Code of Conduct for the parties.

Part I- Code of Conduct for the Arbitrators:

Rule 1

All Arbitrators must remain neutral of the Parties.

Rule 2

Every prospective Arbitrator shall, for each allotted case, sign a statement of independence or disclose in writing to the INDRP officials, any such matter which might be of such a nature as to call into question the Arbitrator's 'Independence in the eyes of the parties.

Rule 3

An Arbitrator shall immediately disclose in writing to the INDRP official any facts or circumstances affecting the interest of the arbitrator, which may arise in the course of such his/her tenure.

Rule 4

An Arbitrator has an overriding obligation to act fairly and impartially as between the parties, at all stages of the proceedings.

Rule 5

An Arbitrator must be unbiased at all times and disclose any interest or relationship likely to affect his/her impartiality or which might reasonably create an appearance of partiality or bias. This is an ongoing duty and does not cease until the administrative proceedings have been concluded. Failure to make such disclosure itself may create an appearance of bias, and may be a ground for disqualification.

Rule 6

Arbitrators are abstained from the following in all INDRP domain dispute complaints:-

- (a) From filing complaints before NIXI or representing any interested party under INDRP.
- (b) Appearing either on behalf of the complainant or the respondent.
- (c) Directly or indirectly engaging, soliciting, advising or providing any assistance to any parties in any INDRP domain dispute complaint.

Rule 7

An Arbitrator shall not permit outside pressure, fear of criticism or any form of self-interest to affect his/her decisions. An arbitrator shall decide all the issues submitted for determination after careful deliberation and with the exercise of his/her legal knowledge and impartial judgment.

Rule 8

An Arbitrator in communicating with the parties shall avoid impropriety or the appearance of impropriety. There shall be no private communications between an Arbitrator and any party, regarding substantive issues in the case. All communications, other than proceedings at a hearing, should be in writing. Any correspondence shall remain private and confidential and shall not be marked to anyone other than the parties to the dispute and the Administrative Body, without the agreement of the parties.

Rule 9

An Arbitrator shall not accept any gift or substantial hospitality, directly or indirectly, from any party to the INDRP proceedings.

Rule 10

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

Rule 11

An Arbitrator shall not act in any judicial, arbitration or similar proceedings relating to any .IN domain name dispute, whether as a judge, as an arbitrator, as an expert, or as a legal counsel or advisor of a Party, before any Court or Forum, if he has already been appointed as an Arbitrator by .INDRP Secretariat in the said .IN domain name dispute.

Rule 12

An Arbitrator shall only accept an appointment if he has time to commit to such proceedings. Every Arbitrator shall endeavour to submit the arbitral award within time frame given under INDRP Policy. Failure to follow the timeline would result in removal from INDRP Panel

Rule 13

An Arbitrator must remain faithful.

Part II- Code of Conduct for the parties:

Rule 1 The parties shall maintain the dignity of Proceedings and shall act with honesty and diligence.

Rule 2 The parties shall follow the Guidelines of .IN Registry for Expeditious Conduct of Arbitration Proceedings.

Rule 3 The parties shall deposit the sum required by the Registrar within the stipulated time period.

Rule 4 The parties shall respond in a timely manner to reasonable requests for information from the arbitrator or other party/ies.

Rule 5 The parties shall strictly conform to the timetable set out by the arbitrator and submit all relevant documents and statements within the time period set out in the timetable.

Rule 6 The parties shall not extend any hospitality, directly or indirectly to the Arbitrator/s.

Rule 7 The parties shall pay the fees as agreed and their share of costs as specified in the Award.

Rule 8 The parties shall follow all orders/directions/rulings given by the arbitrators/s during the Proceedings.

Rule 9 The Parties shall avoid any kind of dilatory tactics and shall make maximum/best/ all possible efforts for an expeditious resolution of the dispute.