

BHARAT S KUMAR
Chamber no. 258, Old Chambers Block,
Delhi High Court
Delhi - 110003

WITHOUT PREJUDICE

Date: 22.08.2025

To, Adv. Mahendra B Limaye,
Lakshmi Keshav Apartments,
Soniline, Sitabuldi,
Nagpur - 440012
Email: mahendralimaye@yahoo.com

Sub: Response to your notice dated August 4th, 2025 pertaining to a server lock by NIXI of the domain name dpdpa.in.

Dear Sir,

I act on behalf of my client i.e., National Internet Exchange of India (NIXI), having its office at B – 901, 9th Floor, Tower – B, World Trade Centre, Nauroji Nagar, New Delhi - 110029 (“my client”). I am under instructions from my client to address you as under:

1. At the outset, my client denies all the assertions and allegations put forth by your client pertaining to any deliberate or malicious intent on its behalf owing to a server lock of the domain name ‘dpdpa.in’ (hereinafter referred to as ‘impugned domain’). Our client further states that it is astonished at the allegations made by your client, whereby your client terms the act of my client as ‘arbitrary’ and ‘unilateral’, despite being aware that clause 12 of the terms and conditions of registrants of the INDRP¹ categorically grants my client the power to transfer or otherwise make unavailable any domain name, to comply with any applicable laws, Government of India rules or requirements, among other requests.
2. My client, NIXI, the National Internet Exchange of India, is an organization that works to improve internet infrastructure and accessibility in India. Apart from facilitating

¹ [https://www.registry.in/system/files/Terms and Conditions for Registrants.pdf](https://www.registry.in/system/files/Terms%20and%20Conditions%20for%20Registrants.pdf)



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internet exchange points (IXPs), it also manages the .IN domain and handles IPv4 and IPv6 address allocation.

3. For ease and convenience, your assertions and allegation put forth in the notice are summarized as under:
- i. That your client is primarily engaged in providing consultancy services for cyber law, HIPAA, GDPR, CCPA and related data protection;
 - ii. That your client had received a communication from my client on 01.08.2025, whereby my client had informed your client that it has placed the disputed domain name, dpdpa.in, under cyber lock. You state that my client had also informed your client that a transfer to the Government of India of the disputed domain name may occur on or before 06.08.2025;
 - iii. That your client has also stated that it was duly communicated to it that clause 12 of the terms and conditions of registrants of the INDRP categorically grants my client the power to transfer or otherwise make unavailable any domain name, to comply with any applicable laws, Government of India rules or requirements, among other requests;
 - iv. That your client was requested to provide details and elaborate on the alleged usage of the impugned domain name, dpdpa.in;
 - v. That your client claims that its operation of the website dpdpa.in does not in any manner, allegedly, impede any of the directions put forth by the Government of India;
 - vi. That the cyber locking of the impugned domain name by my client is unjust and arbitrary.
4. My client wishes to state that all the averments and allegations put forth by your client in its notice have already been addressed in its communications to your client, dated



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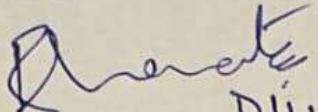
01.08.2025 and 08.08.2025. However, for ease and convenience, the pertinent factors put forth by my client, which have already been communicated to your client, are mentioned again hereinunder. My client:

- i. Informed registrant that Govt. of India desires to obtain *dpdpa.in* as it resembles the acronym for "Digital Personal Data Protection Act, 2023";
 - ii. Cited **Clause 12** of .IN Terms and Conditions, which your client is aware of and which permit my client to lock, transfer, or cancel domains in certain situations.
 - iii. On 01.08.2025, placed disputed domain under server lock to maintain status quo. Pertinently, my client invited clarification from your client, the registrant, within 5 working days of its communication.
 - iv. On 08.08.2025, asserted that the server lock was presently a temporary safeguard and that the domain remains fully operational. It was further stated that the server lock was done pursuant to the Government of India's request to potentially obtain the domain name and to make certain that the domain not be deleted or transferred during this period. It was also stated that NIXI will duly consider your assertions and share the same with the requisite authorities.
5. You may note that all throughout my client's communications with your client, my client gave adequate reason for the server lock and opportunities were also granted for elaborating on the need for obtaining the domain name *dpdpa.in*. It is reiterated that clause 12 of the terms and conditions of registrants of the INDRP categorically grants my client the power to transfer or otherwise make unavailable any domain name, to comply with any applicable laws, Government of India rules or requirements, among other requests. In light of the same, it is clarified that there is no arbitrary action against your client and my client awaits further instructions from MEITY and Government of India with respect to the domain name *dpdpa.in*.



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Regards,


Bharat S Kumar

D/1107/2009

For National Internet Exchange of India