

To,
The Registrar of Trademark,
Trademark Registry, DELHI

Date: 24.11.2025

Subject: EVIDENCE IN SUPPORT OF APPLICATION RULE46

Ref: Application no. 5710105

Opposition no. 1254600

Sir,

With reference to the above application, the point wise reply is as under:

Reply attached separately

Epic Commerce (OPC) Private Limited
(Applicant)

EPIC COMMERCE (OPC)

Private Limited

CIN : U74999UP2022OPC163271

Office: M-423, Sector D-1, LDA colony,
Lucknow, 226012, India

E-mail: epiccommerce.studio@gmail.com

Mobile: 9452910922

The Registrar of Trade Marks (Delhi)
Baudhik Sampada Bhawan
Plot No.32, Sector-14, Dwarka
New Delhi, Delhi: 110075, India

November 24, 2025

Evidence in Support of Application (Rule 46)

Trademark Application No.: 5710105

Sub: Opposition No. 1254600 filed by eBay Inc. ("Opponent")

—Against—

Application No. 5710105 for the trademark "Canvasbay" in class 35 in the name of Epic Commerce (OPC) Private Limited. ("Applicant")

Re: Submission of Affidavit of Evidence in support of Application under Rule 46

Dear Sir/Madam,

We, **Epic Commerce (OPC) Private Limited**, the Applicant in the above-captioned matter, hereby submit our **Evidence in Support of Application under Rule 46 of the Trade Marks Rules, 2017**, along with **Annexures A-1 to A-20** and supporting materials.

Following the revocation of the authorization of our former attorney, the Applicant now appears **in person** in these proceedings. The *Revocation of Power of Attorney* and *Updated Communication Details* were duly filed with the Trade Marks Registry on **18 October 2025**. Accordingly, this Rule 46 Evidence is being submitted **directly by the Applicant**.

The Applicant has already filed a request for extension of time along with reasons, including (i) the administrative delay of approximately 17 months in the forwarding of the Applicant's Counter-Statement to the Opponent, and (ii) the circumstance that the previous attorney on record failed to communicate procedural developments to the Applicant. The present affidavit is being filed within the extended period sought. A copy of the signed affidavit, together with Annexures, is also being forwarded to the Opponent's attorney on record.

All communications in the matter may kindly be forwarded directly to the Applicant at the following address:

Epic Commerce (OPC) Private Limited
M-423, Sector D1, LDA colony, Lucknow, 226012
epiccommerce.studio@gmail.com

We further request the Learned Registrar not to pass any adverse orders against the Applicant without giving us an opportunity of being heard.

Yours faithfully,



24/11/2025
MOWPBRN105

Aditya Singh

Director

Epic Commerce (OPC) Private Limited

Encl. Signed Affidavit of Evidence in Support of Application (Rule 46) along with Annexures

Encl. **LALL & SETHI**

D-17, South Extension-II, New-Delhi – 110049, INDIA

Email ID: info@indiaip.com, trademarks@indiaip.com

Phone: +91 11 42899911, +91 1142899999

By: Email/Courier



INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP62016317122534X

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Certificate No. : IN-UP62016317122534X

Certificate Issued Date : 25-Nov-2025 07:20 PM

Account Reference : NEWIMPACC (SV)/ up15101604/ SAROJINI NAGAR/ UP-LKN

Unique Doc. Reference : SUBIN-UPUP1510160420832973372517X

Purchased by : EPIC COMMERCE OPC PRIVATE LIMITED

Description of Document : Article 4 Affidavit

Property Description : EVIDENCE IN SUPPORT OF APPLICATION UNDER RULE 46

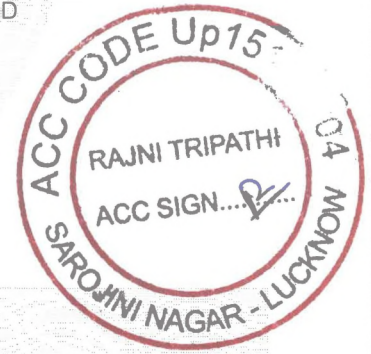
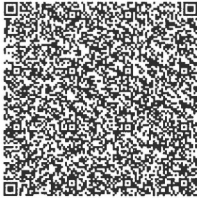
Consideration Price (Rs.) :

First Party : EPIC COMMERCE OPC PRIVATE LIMITED

Second Party : Not Applicable

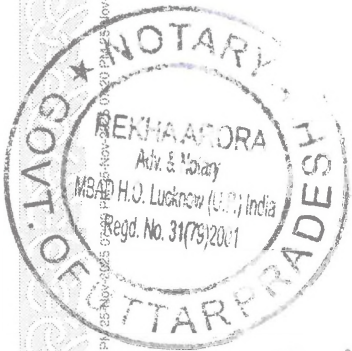
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Sworn & Verified
before me

R. Arora

Rekha Arora
Adv. & NotaryLucknow (U P) India
Regd. No. 31(79)2001

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- In case of any discrepancy please inform the Competent Authority

EPIC COMMERCE OPC PRIVATE LIMITED EPIC COMMERCE OPC PRIVATE LIMITED EPIC COMMERCE OPC PRIVATE LIMITED EPIC COMMERCE OPC PRIVATE LIMITED EPIC COMMERCE OPC PRIVATE LIMITED

IN THE MATTER OF THE TRADE MARKS ACT, 1999.

IN THE MATTER OF Application No.
5710105 in Class 35 for the Trade Mark
*“Canvasbay” in the name of Epic Commerce
(Opc) Private Limited.*

And

IN THE MATTER OF Opposition bearing
no. 1254600 thereto by eBay Inc.

EVIDENCE IN SUPPORT OF APPLICATION UNDER RULE 46

I, **Aditya Singh**, Director of Epic Commerce (OPC) Private Limited, having its registered office address at M-423, Sector D-1, LDA Colony, Lucknow, Uttar Pradesh – 226012, India (*hereinafter referred to as “the Applicant,” and the mark Canvasbay referred to as “the Applicant’s Mark”*), do hereby solemnly affirm and state as follows:

- A. The Applicant, *Epic Commerce (OPC) Private Limited*, is the lawful proprietor and bona fide adopter of the trademark **Canvasbay**, the subject of Application No. 5710105 in Class 35. I have full access to the Applicant’s records relating to the conception, adoption, and commercial use of the mark, and I am duly authorized to make this affidavit on behalf of the Applicant.
- B. I have examined the Evidence in Support of Opposition filed under Rule 45 (27.08.2025), as well as the Notice of Opposition dated 05.12.2023 and the Applicant’s Counter-Statement dated 05.02.2024. This affidavit is filed under Rule 46 to place on record the Applicant’s evidence and to address, where necessary, the assertions made by the Opponent.

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- C. The Applicant acknowledges the Opponent's presence in global e-commerce. However, the suggestion that the element "**Bay**" is distinctive or uniquely associated with the Opponent is neither factually correct nor legally tenable. *Bay* is a common English word with longstanding dictionary meanings, widely used in commerce long before the Opponent's operations began. Its generic nature and widespread use are discussed in detail in the section titled "*The Common Meaning of 'Bay' and Its Relevance to Canvasbay.*"
- D. The Applicant's mark **Canvasbay** reflects a straightforward, descriptive construction: *Canvas* (the product category) combined with *Bay* (a space or compartment). The mark transparently conveys a curated online space dedicated to art and décor. Its visual presentation, phonetic character, and conceptual meaning bear no resemblance to the Opponent's mark.
- E. The sections that follow set out the descriptive nature of the element "Bay," its extensive use in both Indian and international commerce, and the coexistence of numerous BAY-formative marks. This evidence establishes that the Opponent's attempt to claim exclusivity over a common English word has no support in statute, practice, or precedent.

Dates mentioned in this section above are in dd.mm.yyyy format.



ANNEXURES

Annexure	Description
A-1	Screenshot of the Canvasbay.com home page
A-2	Screenshot of the WHOIS record for canvasbay.com
A-3	Screenshot of a Canvasbay.com product page
A-4	Screenshots of Canvasbay's art catalogue
A-5	Screenshots of Canvasbay's sales invoices and transaction records
A-6	Screenshots of customer product-quality reviews from Canvasbay.com
A-7	Historical references of Echo Bay, eBay, Mr. Pierre Omidyar (Founder of eBay)
A-8	Evolution Timeline of the Internet Explorer "e" logo
A-9	Dictionary definitions of "Bay" with highlighted excerpts
A-10	Screenshots of several BAY-formative brands and their websites
A-11	Screenshots of SEO-tool traffic estimates showing high-traffic BAY-formative websites
A-12	Case study: eBay vs UKBAY
A-13	Case study: eBay vs Sportbay
A-14	Screenshots showing ebay.in operating solely as an export-oriented platform
A-15	Indian TM Registry search results for "Canvasbay", "Canvas", and "Bay"
A-16	List of BAY-formative trademarks registered in India
A-17	List of International BAY-formative businesses with registered trademarks & active websites
A-18	Trademark records of BAY-formative brands "predating" eBay (SCORPIONBAY, THE BAY etc.)
A-19	Official records of Indian BAY-formative trademarks, supporting Annexure A-16
A-20	Official records of internationally registered BAY-formative trademarks, supporting Annexure A-17

Please find the annexures attached via the links below. In case they are not accessible from the registry due to technical reasons, the alternate links may be used."

Link (Mega) - <https://mega.nz/folder/E8RzXSCA#A1r-jT4erKdVBPiG4li7aA>

Alternate Link (Dropbox) -

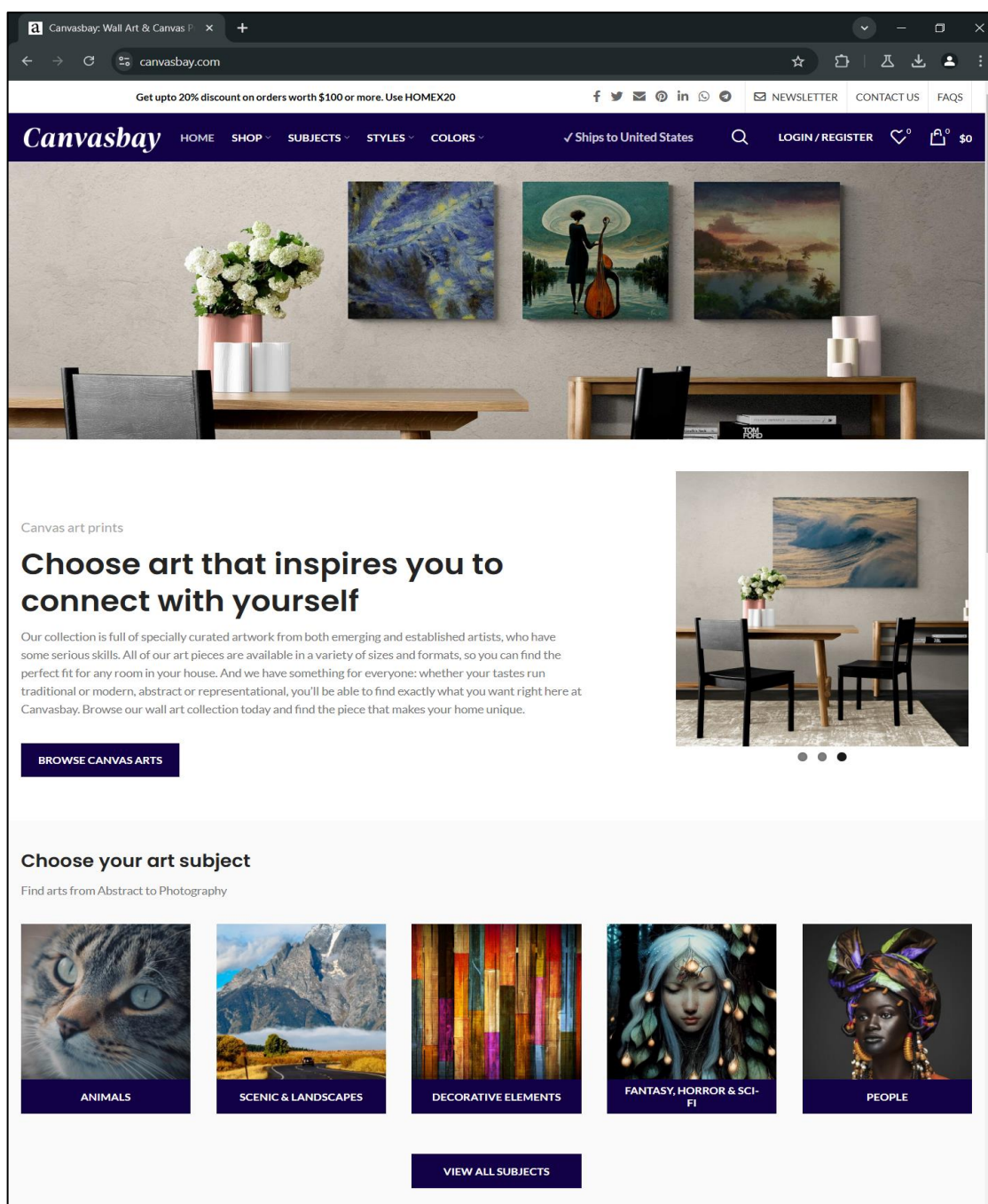
<https://www.dropbox.com/scl/fo/gdo90wictqztdnqv93og/AEnOa0EuJiePQj6IMl-L7Xg?rlkey=ss9jnwmcjxp2b3o8cu1nfvauu&st=m1s0j07m&dl=0>

At



I. ABOUT THE APPLICANT

1. The Applicant, **Epic Commerce (OPC) Private Limited**, is a duly incorporated Indian company which owns and operates an independent e-commerce platform under the name "**Canvasbay**", accessible worldwide through the website www.canvasbay.com. A screenshot of the website is attached herewith as **Annexure A-1**, and the WHOIS records for the domain canvasbay.com are attached herewith as **Annexure A-2**.

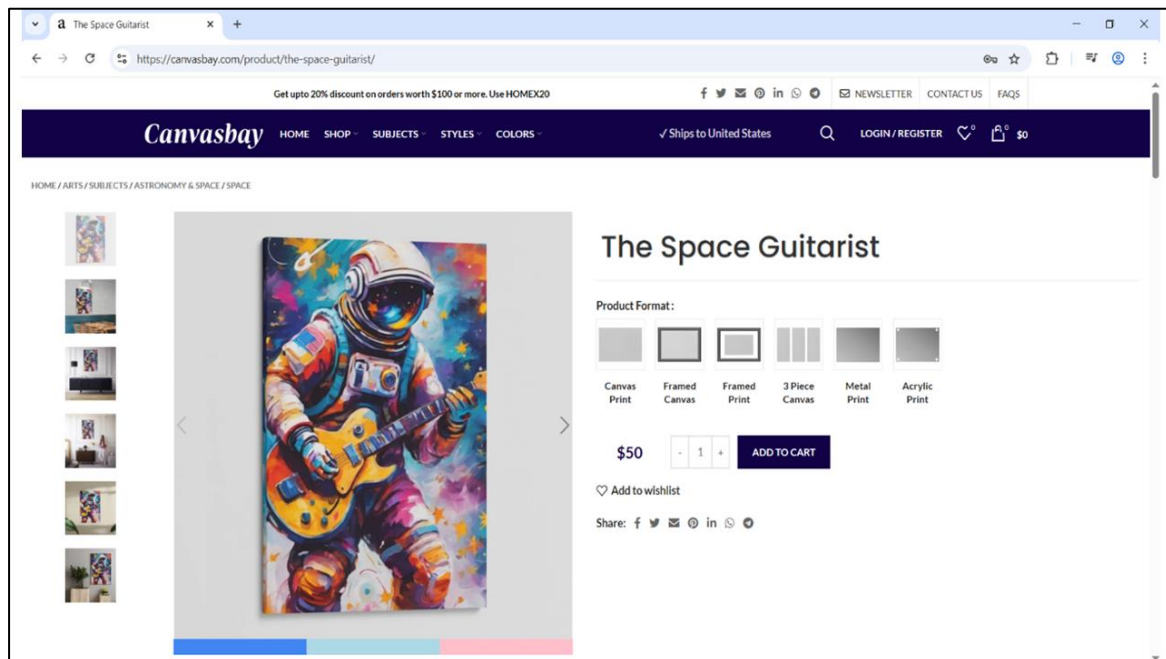


Annexure A-1 - Showing Website Home Page.

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2. Canvasbay is a niche online marketplace specializing exclusively in canvas prints, framed artwork, metal wall décor, and other custom art products. It serves as a direct retail platform for curated wall art and creative home décor, offering customers a seamless browsing, personalization, and purchasing experience. Unlike broad-spectrum e-commerce platforms, Canvasbay's services are dedicated entirely to the art segment, enabling consumers to explore and order wall art by theme, style, color palette, and orientation—delivering both aesthetic inspiration and ease of access to high-quality interior décor. **Annexure A-3** shows how an art product looks on Canvasbay store.



Annexure A-3 - showing a product page on Canvasbay

3. The mark "Canvasbay" was independently conceived, coined, and adopted by the Applicant in 2022 to distinctly represent this very concept:
- "Canvas" denotes art, craftsmanship, and creativity; and
 - "Bay" represents a curated space or compartment where artistic work is displayed and discovered.

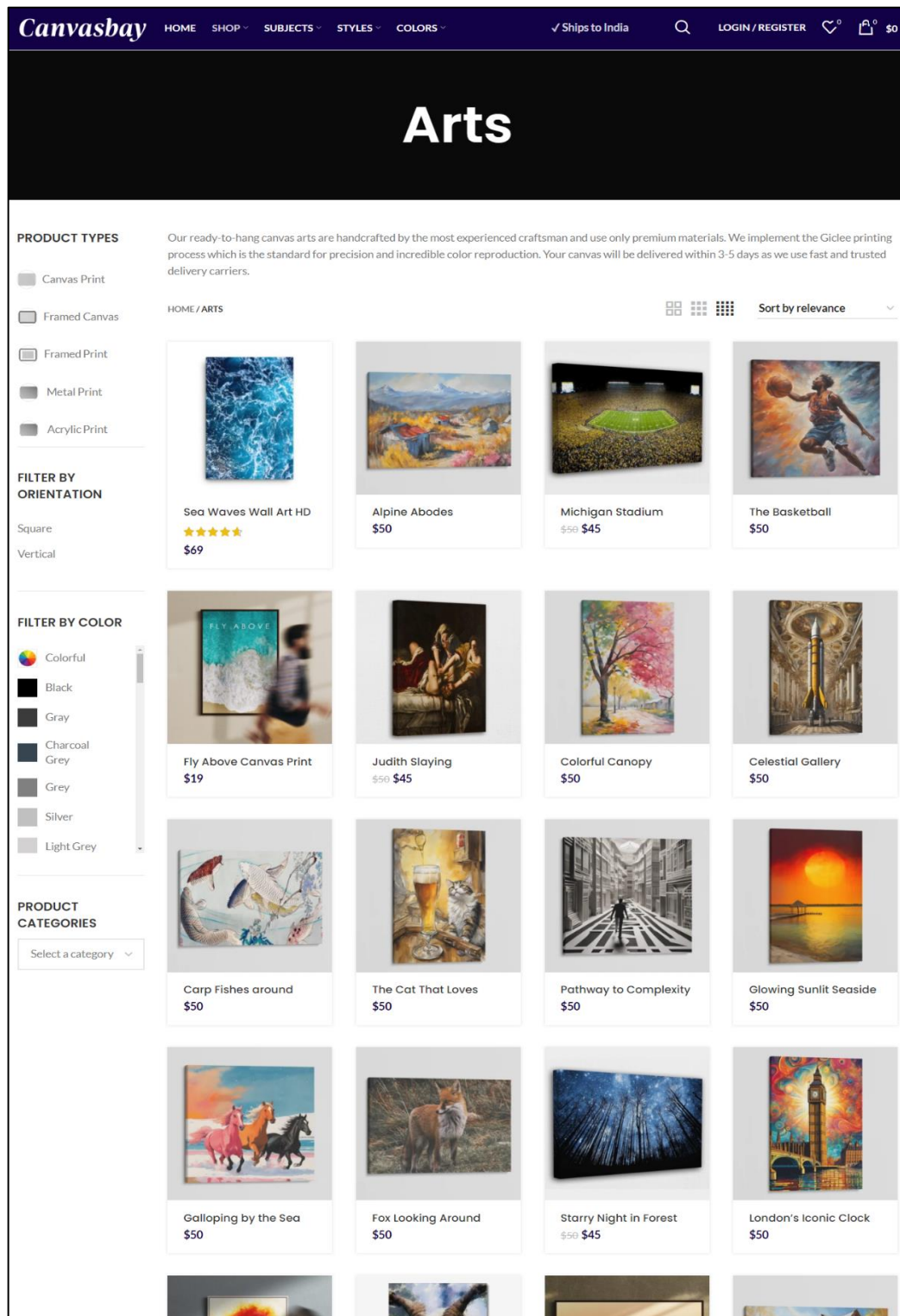
This usage aligns directly with established dictionary definitions of "bay" (e.g., cargo bay, drive bay, storage bay). The term was selected not to imitate any pre-existing entity, but to define a functional, expressive space for visual art — a point that is demonstrated further later in this affidavit.

4. For absolute clarity and formal record: the Applicant has no association, license, or business relationship with the Opponent or any of its affiliates. The adoption of the mark Canvasbay was done honestly and independently, following careful trade mark availability searches via the online Indian Trade Marks Registry portal. At the time of adoption, the Applicant was aware of numerous "Bay"-formative marks in commerce and saw no grounds — factual or legal — to believe that Canvasbay would conflict with any existing brand.

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5. In terms of its execution, **Canvasbay.com** is an operational, customer-facing e-commerce platform with a fully integrated shopping experience — featuring product listings with detailed descriptions, secure payment gateways, order tracking, and customer service support. The platform houses an ever-growing archive of visual art — including *canvases*, *framed prints*, *metal prints*, *abstracts*, *typographic pieces*, and *curated collections*. Screenshots of the catalogue and art collections available on the platform are annexed herewith as **Annexure A-4**.



Annexure A-4 - Showing Canvasbay's Art Catalogue

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6. Since its inception, Canvasbay has served customers across India and internationally, including but not limited to the United States, Canada, Australia, and several European countries such as the Netherlands, Belgium, Greece, Sweden, and Germany. Representative invoices evidencing bona fide international trade are attached herewith as **Annexure A-5**. This international footprint reflects not only commercial viability but also the trust earned independently through consistent quality and customer satisfaction.
7. The Applicant's operations are **functionally and conceptually distinct**. Canvasbay was conceived as a specialized platform devoted exclusively to visual art and wall décor. Its design, user experience, product catalogue, and communication style are tailored for art buyers and interior aesthetics, reflecting a focused and curated commercial identity.
8. Canvasbay's growth has been entirely organic, driven by **product quality, customer satisfaction**, and word-of-mouth. Positive customer testimonials and repeat purchases are a direct reflection of our distinctiveness and authenticity in the art commerce space. Relevant feedback and testimonials are attached herewith as **Annexure A-6**.
9. For these reasons, the Applicant respectfully submits that Canvasbay is an independently conceived, bona fide enterprise operating within a clear creative niche. Its adoption and use of the mark have been in good faith, following due diligence, and with no intent to imitate or benefit from any third-party brand. Canvasbay stands as a distinct commercial identity, fully deserving of trademark protection under Indian law.

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II. PRELIMINARY SUBMISSIONS

II-A. The essence of this case is plain: *CANVASBAY* is not *EBAY*.

10. These marks *look different, sound different, mean different* things, and *serve different* worlds. The Opponent's attempt to claim private ownership over the common word "*Bay*" stretches both language and law beyond their limits. The Applicant's mark was coined independently in 2022 to represent what it literally is — *a space for canvas art*. That simple truth is the beginning and end of this dispute.

II-B. How We Coined the Term "Canvasbay"

11. When we began shaping our brand identity in 2022, our goal was straightforward — to adopt a name that clearly represented our business, was easy for customers to recall, and could function as a strong digital brand in the art domain. Since our entire focus was on *canvas prints* and *wall arts*, we knew the name had to carry that core word — "Canvas", or "Art". It was not a stylistic choice; it was functional, direct, and **relevant to how our customers search for our products online**.

The next step was identifying a complementary word that would give the brand a **sense of place**, collection, or space. During this stage, we evaluated multiple conceptual directions, considering meaning, memorability, phonetic clarity, and domain availability.

Through this process, Canvasbay emerged as the most fitting and intuitive choice. The word "Bay" inherently suggests a defined area, section, or space — a natural metaphor for a digital marketplace dedicated to canvases. Importantly, the domain name was **available**, within budget, and demonstrated a clean usage history, making it a practical and brand-safe option.

Our adoption of *Canvasbay* was therefore an independent, transparent, and well-documented process — guided by purpose, availability, and meaning. It was built from the ground up to describe what we are: **a marketplace devoted to art**.

II-C. "Bay" is Not Exclusive to eBay—It's a Generic, Descriptive Term

12. There is overwhelming evidence that "Bay" is widely used by businesses across industries, including **online commerce**. If "Bay" were truly as distinctive as eBay claims, thousands of businesses—many operating in digital commerce—would not be using it in their brand names.

Epic Commerce fully respects the rights of these businesses to use "Bay" as part of their brand identities, just as we do. Their presence demonstrates what is already clear—"Bay" is a widely recognized, commonly used term. If eBay's claim of distinctiveness held any weight, this level of coexistence—often within the same commercial space—would not exist.

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12-a. FASHION & APPAREL

→ DAPPLEBAY.COM

- **Sells:** Apparel, Accessories, Keychains, Decals
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Dapplebay” is a single-word brand name
- **Trademark:** Registered in the [United States](#)
- **Service Area:** Primarily U.S. & Canada; international via other platforms



→ UNIONBAY.COM

- **Sells:** Clothes and shoes for young men and women (since 1981)
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Unionbay” is a single-word brand name
- **Trademark:** Registered in the [United States](#), [Switzerland](#), [China](#), [EUIPO](#), [WIPO](#)
- **Service Area:** United States



→ KOALABAY.COM

- **Sells:** T-shirts, Swimwear, Sneakers for Men and Women
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Koala Bay” is a two-word brand name
- **Trademark:** Registered in [United States](#), [Spain](#), [EUIPO](#), [United Kingdom](#)
- **Service Area:** Europe, United States



→ THEMOOSEBAY.COM

- **Sells:** Shoes, Clothes, Hats, Belts, Bandanas, etc.
- *Available on eBay?* ✓ **Yes**
- **Branding:** “The Moose Bay” is a three-word brand name
- **Trademark:** Registered in [Turkey](#), [WIPO](#)
- **Service Area:** Turkey



→ ARCTIC-BAY.CA

- **Sells:** Winter Clothing (Jackets, Hoodies, Coats)
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Arctic-bay” is a two-word brand name
- **Trademark:** Registered in [United States](#), [Ukraine](#)
- **Service Area:** Worldwide



→ AMARBAY.COM

- **Sells:** Shoes, Sneakers, Bags for Men and Women
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Amarbay” is a single-word and they brand as “Bay” in their [Logo](#)
- **Business:** Owned by [Bay Emporium Ltd](#)
- **Service Area:** Bangladesh



→ **SCORPIONBAY.COM**

- **Sells:** Modern Clothing for Men and Kids (T-shirts, Beachwear, Socks)
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Scorpion Bay” is a two-word brand name
- **Trademark:** Registered in [United States](#), [EUIPO](#)
- **Service Area:** Europe



→ **SPEXBAY.COM**

- **Sells:** Sunglasses
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Spexbay” is a single-word brand name
- **Business:** Operated by [D Tech](#)
- **Service Area:** Sri Lanka



→ **KOKOBAY.CO.UK**

- **Sells:** Sells women’s fashion clothes
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Koko Bay” is a two-word brand name
- **Trademark:** Registered in [United Kingdom](#)
- **Service Area:** US, Canada, Australia, UAE, NZ, Iceland etc.



→ **JANELABAY.COM**

- **Sells:** Women Clothing, Swimwear
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Janela Bay” is a two-word brand name
- **Trademark:** Registered in [United States](#)
- **Service Area:** Worldwide



→ **ADDISONBAY.COM**

- **Sells:** Women’s clothing - dresses and tops
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Addison Bay” is a two-word brand name
- **Trademark:** Registered in [United States](#)
- **Service Area:** US, Canada



→ **MISSBOMBAY.NET**

- **Sells:** Women’s clothing and lingerie
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Miss Bombay” uses “Bay” as a part of their brand name
- **Trademark:** Registered in [Argentina](#)
- **Service Area:** Argentina



AK



→ **THEBAY.COM (Over 2.4 Million+ Monthly Traffic)**

- **Sells:** Furniture, Clothing, Accessories, Appliances, Beauty Products, kids care
- *Available on eBay?* ✓ **Yes**
- **Branding:** “The Bay” is a two-word brand name
- **Trademark:** Registered in [Canada](#)
- **Service Area:** Canada



12-b. BEAUTY, LIFESTYLE & SPECIALTY GOODS

→ **TREASUREBAY.CO.UK**

- **Sells:** Jewelry (anklets, bracelets, bangles)
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Treasurebay” is a single-word brand name
- **Trademark:** Registered in the [United Kingdom](#)
- **Service Area:** Worldwide

TREASUREBAY

→ **BEAUTYBAY.COM (Over 2.1 Million+ Monthly Traffic)**

- **Sells:** Cosmetics (lipstick, eyeliner, skincare, etc.)
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Beauty Bay” is a two-word brand name
- **Trademark:** Registered in the [United States](#) and [United Kingdom](#)
- **Service Area:** Worldwide



→ **RAPBAY.COM**

- **Sells:** Rap music (CDs, Vinyls)
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Rapbay” is a single-word brand name (Owned by Urbanlife Distribution)
- **Trademark:** Registered in [United States](#)
- **Service Area:** Worldwide



→ **MYA-BAY.COM**

- **Sells:** Jewelry (anklets, bracelets, bangles)
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Mya bay” is a two-word brand name
- **Trademark:** Registered in [France](#) and the [BOIP](#)
- **Service Area:** Worldwide

MYA—BAY

→ **ZEYNEPBUYUKBAY.COM**

- **Sells:** Natural aromatics, herbal cosmetics, healing products
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Zeynep Buyukbay” uses “Bay” as a part of their brand name
- **Trademark:** Filed in [Turkey](#)
- **Service Area:** Turkey, Azerbaijan



→ TOKYOBAY.COM

- **Sells:** Watches, bands, and clocks
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Tokyobay” is a single-word brand name
- **Trademark:** Registered in [United States](#)
- **Service Area:** Canada, US

TOKYObay

→ COSTUMBAY.COM.AU

- **Sells:** Fancy costumes for occasions like Halloween
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Costume Bay” is a two-word brand name
- **Trademark:** Registered in [Australia](#)
- **Service Area:** Canada, US, NZ, Australia

COSTUME BAY

→ DOCKANDBAY.COM

- **Sells:** Beach Towels, Ponchos, Carry bags and related items
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Dock & Bay” is a two-word brand name
- **Trademark:** Registered in [Australia](#), [United States](#), [WIPO](#), [United Kingdom](#)
- **Service Area:** Worldwide

dock&bay

12-c. SPORTS & FITNESS

→ NUTRIBAY.IT

- **Sells:** Whey protein and fitness products
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Nutribay” is a single-word brand name
- **Trademark:** Filed in [Italy](#)
- **Service Area:** Europe



→ NUTRI-BAY.COM

- **Sells:** Whey protein and fitness products
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Nutri-bay” is a brand name with a hyphen
- **Trademark:** Registered in [EUIPO](#)
- **Service Area:** Europe

NUTRI-BAY.COM
ENDURANCE SPORTS NUTRITION

AS



→ **NUTRABAY.COM (Over 698K + Monthly Visitors)**

- **Sells:** Whey protein, supplements and fitness products
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Nutrabay” is a single-word brand name
- **Trademark:** Filed in [India](#)
- **Service Area:** India

NUTRABAY

(Above 3 companies are all different organizations in Italy, Luxembourg and India rather than branches of 1 company)

→ **SPORTBAY.COM.BR**

- **Sells:** Sports equipment, accessories, and bicycles
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Sportbay” is a single-word brand name
- **Trademark:** Registered in [Brazil](#), [Argentina](#), [Columbia](#), [Chile](#); Filed in [Peru](#)
- **Service Area:** Brazil

SPORTBAY

→ **SPORTBAY.NL**

- **Sells:** Sports and Gym equipment
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Sportbay” is a single-word brand name
- **Trademark:** Registered in [BOIP](#)
- **Service Area:** Netherlands, Belgium, Germany, Luxembourg, France, Denmark, Austria

sportbay

(Above 2 companies named Sportbay are two different organizations in Brazil and Netherlands rather than branches of 1 company)

→ **BADMINTONBAY.COM.MY**

- **Sells:** Badminton equipment such as rackets and shoes
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Badminton Bay” is a two-word brand name
- **Business:** Operated by [BBY Global Sdn. Bhd.](#) (registered in Malaysia)
- **Service Area:** Malaysia

badminton bay.com.my

→ **THEBILLIARDBAY.COM**

- **Sells:** Billiard balls, pool cues, cue cases, etc.
- *Available on eBay?* ✓ **Yes**
- **Branding:** “The Billiard Bay” is a three-word brand name
- **Service Area:** United States

THE BILLIARD BAY

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12-d. HOME, DECOR & LIFESTYLE SERVICES

→ LEDGEBAY.COM

- **Sells:** Art supplies, brushes, canvases, and paintings
- *Available on eBay?* ✓ **Yes**
- **Branding:** "Ledgebay" is a single-word brand name
- **Trademark:** Registered in [United States](#), [Canada](#), [United Kingdom](#), [EUIPO](#)
- **Service Area:** US, Canada, UK, Germany



→ NTBAY.COM

- **Sells:** Beddings, Sheets, Pillows, Blankets
- *Available on eBay?* ✓ **Yes**
- **Branding:** "NTBAY" is a single-word brand name
- **Trademark:** Registered in [Australia](#), [United States](#), [Mexico](#), [EUIPO](#), [China](#), [United Kingdom](#), [Canada](#), [Japan](#)
- **Service Area:** United States, Canada, Mexico, United Kingdom, Australia.



→ HOMEBAY.CA

- **Sells:** Chairs, Beds, Sofas, Dining Tables and related Home furniture Items
- *Available on eBay?* ✓ **Yes**
- **Branding:** "Homebay" is a single-word brand name
- **Business:** Registered in [Canada](#)
- **Service Area:** International Shipping



→ DECOBAY.BY

- **Sells:** Fabrics, Curtains and Furniture
- *Available on eBay?* ✓ **Yes**
- **Branding:** "Decobay" is a single-word brand name
- **Business:** Registered in [Minsk, Belarus](#)
- **Service Area:** Belarus



→ HALFMOONBAY.CO.UK

- **Sells:** Mugs, notebooks, stationery, and related items
- *Available on eBay?* ✓ **Yes**
- **Branding:** "Half Moon Bay" is a three-word brand name
- **Trademark:** Registered in [United Kingdom](#)
- **Service Area:** United Kingdom



→ KITABAY.COM

- **Sells:** Books, and stationary items
- *Available on eBay?* ✓ **Yes**
- **Branding:** "Kitabay" is a single-word brand name
- **Service Area:** India



AK



→ PLUMERIABAY.COM

- **Sells:** Pillows, featherbeds, bed linens
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Plumeria Bay” is a two-word brand name
- **Trademark:** Registered in [United States](#)
- **Service Area:** International Shipping



→ PORTANDBAY.COM (Over 400K+ Monthly Traffic)

- **Sells:** Curtains, Shades, Beddings, Lamp Shades, Rugs and related items
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Port & Bay” is a two-word brand name
- **Trademark:** Registered in [United States](#)
- **Service Area:** United States

Port & Bay

→ THEHAMPTONBAY.COM

- **Sells:** Fans, Light kits
- *Available on eBay?* ✓ **Yes**
- **Branding:** “The Hampton Bay” is a three-word brand name (private label for The Home Depot)
- **Trademark:** Registered in [China](#), [Canada](#), [UK](#)
- **Service Area:** Worldwide



→ TILESBAY.COM

- **Sells:** Tiles, pebbles, and related products
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Tilesbay” is a single-word brand name
- **Trademark:** Registered in the [United States](#)
- **Service Area:** United States



→ THEKINGSBAY.COM

- **Sells:** Vintage door knobs, Hinges, and Door handles
- *Available on eBay?* ✓ **Yes**
- **Branding:** “The Kings Bay” is a three-word brand name
- **Service Area:** Canada, United States



→ BAUBAY.DE

- **Sells:** Window Panes, Building Material and related items
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Baubay” is a single-word brand name
- **Trademark:** Registered in [EUIPO](#), [Germany](#)
- **Service Area:** Europe



✱



12-e. TECHNOLOGY & ELECTRONICS

→ THEITBAY.COM

- **Sells:** Laptops, Gamepads, Monitors, and other Computer Equipment
- *Available on eBay?* ✓ **Yes**
- **Branding:** “The IT Bay” is a three-word brand name with ITBAY as a one word logo
- **Business:** Registered in the [UK](#) (by Ikonik Technology Ltd)
- **Service Area:** United Kingdom, Jersey



→ MINIBAY.IN

- **Sells:** Mobile phone covers
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Minibay” is a single-word brand name
- **Trademark:** Pending in [India](#)
- **Service Area:** India



→ CELLBAY.IN

- **Sells:** TVs, smartphones, smartwatches, and related accessories
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Cellbay” is a single-word brand name
- **Trademark:** Filed in [India](#)
- **Service Area:** India



→ EASYBAY.COM.UA

- **Sells:** Laptops, phones, PCs, and other computer equipment
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Easybay” is a single-word brand name
- **Trademark:** Registered in [Ukraine](#)
- **Service Area:** Ukraine



→ 3DPRINTERSBAY.COM

- **Sells:** 3D printers
- *Available on eBay?* ✓ **Yes**
- **Branding:** “3dprintersbay” is a single-word brand name
- **Service Area:** United States and Europe



→ FLASHBAY.COM (including .co.uk, .com.au, .it, .de, and other regional domains)

- **Sells:** Custom-brandable products such as pen drives, bottles etc.
- *Available on eBay?* ✓ **Yes** (ebay sells customizable products)
- **Branding:** “Flashbay” is a single-word brand name
- **Trademark:** [United Kingdom](#), [EUIPO](#), [Canada](#), [WIPO](#)
- **Service Area:** Worldwide



AR



→ **PATABAY.CO.KE**

- **Sells:** Mobile phones, refrigerators, ovens, TVs, and other electrical appliances
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Patabay” is a single-word brand name
- **Service Area:** Kenya

PataBay

→ **EARBAY.NET**

- **Sells:** Wireless Headphones and Bluetooth Headsets
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Earbay” is a single-word brand name
- **Trademark:** Registered in [United States](#), [United Kingdom](#)
- **Service Area:** United States, United Kingdom

 **Earbay**

→ **RAUBAY.NET**

- **Sells:** Camera Equipment, Tripods, Background Screens
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Raubay” is a single-word brand name
- **Trademark:** Registered in [United States](#), [United Kingdom](#), [Canada](#), [Japan](#), [China](#), [Australia](#), [EUIPO](#)
- **Service Area:** Worldwide

 **RAUBAY**
CREATE FROM HERE

12-f. FOOD, BEVERAGE & CONSUMER GOODS

→ **BOOMBAY.IN**

- **Sells:** Condiments and sauces
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Boombay” is a single-word brand name
- **Trademark:** Registered in [India](#)
- **Service Area:** India

BOOMBAY

→ **MUDBAY.COM**

- **Sells:** Pet equipment, protein supplements, cat & dog toys, beds, food, etc.
- *Available on eBay?* ✓ **Yes**
- **Branding:** “MudBay” has a single-word brand logo on their website
- **Trademark:** Registered in the [United States](#)
- **Service Area:** United States

 **MUDBAY**

→ **BIOBAY.DE**

- **Sells:** Organic everyday items (clothes, tea, snacks, gift cards, toys, books, etc.)
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Biobay” is a single-word brand name
- **Trademark:** Registered in [Germany](#)
- **Service Area:** Mostly European Countries

 **BiObay.de**
BE FAIR! BE GREEN!

AR



→ **BOMBAY.COM.AR**

- **Sells:** Sandwiches, Confectionaries, and Pastries
- *Available on eBay?* ✗ **No**
- **Branding:** “Bombay” is a single-word brand name
- **Trademark:** Registered in [Argentina](#)
- **Service Area:** Argentina



→ **LOBSTERBAY.VN**

- **Sells:** lobsters, seafood, sauces, soups, and drinks
- *Available on eBay?* ✓ **Yes** (ebay sells sauces)
- **Branding:** “Lobster Bay” is a two-word brand name
- **Trademark:** Filed in [Vietnam](#)
- **Service Area:** Vietnam



→ **KILIBAY.COM.TW**

- **Sells:** lobsters, seafood, sauces, soups, and drinks
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Kili Bay” is a two-word brand name
- **Trademark:** Registered in [Taiwan](#)
- **Service Area:** International Shipping



12-g. HEALTH & WELLNESS

→ **SUNNY-BAY.COM**

- **Sells:** Heating pads, neck pillows, hand warmers, and related accessories
- *Available on eBay?* ✓ **Yes**
- **Branding:** “SunnyBay” is a single-word brand name
- **Trademark:** [Registered in United States](#)
- **Service Area:** United States



→ **AYURVEDABAY.COM**

- **Sells:** Ayurvedic products
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Ayurveda bay” is a two-word brand logo on their website
- **Service Area:** International Shipping



→ **VITABAY.DE**

- **Sells:** Medical equipment – Vitamins and mineral supplements
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Vitabay” is a single-word brand name
- **Trademark:** [Registered in EUIPO](#)
- **Service Area:** Europe



AR



→ PHARMACYBAY.GR

- **Sells:** OTC pharmaceuticals, skincare, vitamins, and sanitary products
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Pharmacy Bay” is a two-word brand name
- **Business:** [Registered in Greece](#)
- **Service Area:** Greece



→ DERMABAY.IN

- **Sells:** Medicines, skincare, and dermatological products
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Dermabay” is a single-word brand name
- **Trademark:** Registered in [India](#)
- **Service Area:** India

DERMABAY

12-h. MARKETPLACE & MISCELLANEOUS SERVICES

→ WIGHTBAY.COM

- **Provides:** Buy and Sell platform for second hand products
- *Is this service available on eBay?* ✓ **Yes**
- **Branding:** “Wightbay” is a single-word brand name (Owned by Friday Media Group)
- **Business:** Registered in [United Kingdom](#)
- **Service Area:** Isle of Wight

wightbay

→ GOLDBAY.DE

- **Sells:** Luxurious Gold items
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Goldbay” is a single-word brand name
- **Trademark:** Registered in [Germany](#)
- **Service Area:** Germany



→ GOLDBAY.COM

- **Sells:** Gold nuggets and Mesh Gold
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Goldbay” is a single-word brand name
- **Service Area:** Worldwide Shipping



(Above 2 companies named Goldbay are 2 different organizations in Germany and United States rather than branches of 1 company)

JK



→ **THEHORSEBAY.COM**

- **Sells:** Live horses
- *Available on eBay?* ✗ **No**
- **Branding:** “TheHorseBay” is a single-word brand name
- **Service Area:** Shipping Worldwide



→ **IBAY.COM.MV**

- **Business:** Buy and Sell platform in Maldives
- *Is this service available on eBay?* ✓ **Yes**
- **Branding:** “Ibay” is a single-word brand name
- **Service Area:** Maldives and neighboring Islands



→ **CARBAY.AE**

- **Business:** Buy and Sell platform for Luxury Cars in United Arab Emirates
- *Is this service available on eBay?* ✓ **Yes (Ebay Sells Cars)**
- **Branding:** “Carbay” is a single-word brand name
- **Business:** Owned by [CARBAY LLC-FZ](#)
- **Service Area:** Dubai



→ **CARBAY.CO.KR**

- **Business:** Buy and Sell platform for Cars in Korea
- *Is this service available on eBay?* ✓ **Yes (Ebay Sells Cars)**
- **Branding:** “Carbay” is a single-word brand name
- **Trademark:** Registered in [Korea](#)
- **Service Area:** Korea



(Above 2 companies named Carbay are 2 different organizations in UAE and Korea rather than branches of 1 company)

→ **SAYARABAY.COM**

- **Provides:** Buy and Sell platform for Cars in Saudi Arabia
- *Is this service available on eBay?* ✓ **Yes (Ebay Sells Cars)**
- **Branding:** “SayaraBay” is a single-word brand name
- **Business:** Owned by [Girnar Software Pvt. Ltd.](#)
- **Service Area:** Saudi Arabia



→ **RONGBAY.COM**

- **Business:** Buy and Sell platform in Vietnam
- *Is this service available on eBay?* ✓ **Yes**
- **Branding:** “Rongbay” is a single-word brand name
- **Business:** Operated by [VCCorp Joint Stock Company](#), registered business in Vietnam
- **Service Area:** Vietnam



AR



→ MUDDYBAY.COM

- **Sells:** Fishing gear, New and Pre-Owned Boats
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Muddy Bay” is a two-word brand name
- **Trademark:** Registered in [United States](#)
- **Service Area:** United States



→ TYREBAY.COM.AU

- **Sells:** Tyres
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Tyrebay” has a single-word brand logo on their website
- **Business:** Registered in [Australia](#)
- **Service Area:** Australia



12-i. DIGITAL SERVICES

→ PIXABAY.COM (Over 64.9 Million+ Monthly Visitors)

- **Sells:** Digital Stock photos
- *Available on eBay?* ✓ **Yes** (ebay sells digital downloadable images)
- **Branding:** “Pixabay” is a single-word brand name
- **Trademark:** Registered in [EUIPO](#), [United States](#), [UK](#), [Canada](#), [China](#)
- **Service Area:** Worldwide



→ ENGAGEBAY.COM (Over 775K+ Monthly Visitors)

- **Provides:** All in one CRM Software
- *Is this service available on eBay?* ✗ **No**
- **Branding:** “Engagebay” is a single-word brand name
- **Business:** Registered in [Delaware, US](#)
- **Service Area:** Worldwide



→ EXIMBAY.COM

- **Provides:** Online payment service
- *Is this service available on eBay?* ✗ **No**
- **Branding:** “Eximbay” is a single-word brand name
- **Trademark:** Registered in [WIPO](#), [Korea](#)
- **Service Area:** International



→ TBAY.STORE (App on Play store has 1M+ Downloads)

- **Provides:** Online Gift Card and Trading Services in Nigeria
- *Is this service available on eBay?* ✗ **No**
- **Branding:** “Tbay” is a single-word brand name
- **Trademark:** Registered in [China](#)
- **Service Area:** Nigeria



AA



→ **FUNDINGBAY.CO.UK**

- **Provides:** Online Platform for Raising Finance
- *Is this service available on eBay?* **X No**
- **Branding:** “FundingBay” has a single-word brand logo on their website
- **Business:** Registered in [United Kingdom](#)
- **Service Area:** United Kingdom



→ **CAREERBAY.CO.UK**

- **Provides:** Employment Services in United Kingdom
- *Is this service available on eBay?* **X No**
- **Branding:** “Careerbay” is a single-word brand name
- **Trademark:** Filed in [United Kingdom](#)
- **Service Area:** United Kingdom



→ **LEARNBAY.CO**

- **Provides:** Academic / Educational Courses
- *Is this service available on eBay?* **X No**
- **Branding:** “Learnbay” is a single-word brand name
- **Trademark:** Registered in [India](#)
- **Service Area:** India



→ **ENGLISHBAY.COM.BR**

- **Provides:** English Learning Platform in Brazil
- *Is this service available on eBay?* **X No**
- **Branding:** “Englishbay” is a single-word brand name
- **Trademark:** Registered in [Brazil](#)
- **Service Area:** Brazil



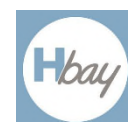
→ **STUDYBAY.COM (Over 300K+ Monthly Traffic)**

- **Provides:** Academic / Educational Courses
- *Is this service available on eBay?* **X No**
- **Branding:** “Studybay” is a single-word brand name
- **Trademark:** Registered in [Brazil](#)
- **Service Area:** Brazil



→ **HOUSEKEEPINGBAY.COM**

- **Sells:** Sells digital design tools, such as color palettes, Home designs
- *Available on eBay?* **✓ Yes (ebay sells digital downloadable posters)**
- **Branding:** “Housekeepingbay” is a single-word and they brand as “HBay” in their Logo and [Social Media Pages](#)
- **Service Area:** Worldwide



AK



→ **MAKERBAY.NET**

- **Provides:** Online Educational Platform and Skill Training
- *Is this service available on eBay?* **X No**
- **Branding:** “MakerBay” is a single-word brand name
- **Trademark:** Registered in [China](#)
- **Service Area:** China



→ **FIRSTBAY.NET**

- **Provides:** Online Job Recruitment platform in Germany
- *Is this service available on eBay?* **X No**
- **Branding:** “Firstbay” is a single-word brand name
- **Service Area:** Germany

FIRSTBAY

12-j. NEWS, MEDIA & ENTERTAINMENT

→ **TAMPABAY.COM (Over 2.9 Million Monthly Traffic)**

- **Provides:** News service
- *Is this service available on eBay?* **X No**
- **Trademark:** [United States](#)
- **Service Area:** United States

Tampa Bay Times

→ **WBAY.COM (Over 1.2 Million Monthly Traffic)**

- **Provides:** News service
- *Is this service available on eBay?* **X No**
- **Branding:** “WBAY” is a single-word brand name
- **Trademark:** [United States](#)
- **Service Area:** United States
-



→ **MUSIC-BAY.NET**

- **Sells:** Royalty-Free Background Music
- *Available on eBay?* **X No**
- **Branding:** “Music Bay” is a two-word brand name
- **Service Area:** Unites States, France



→ **BATTLEBAY.NET (App on Play Store has 10M+ Downloads)**

- **Provides:** Online Gaming Platform
- *Is this service available on eBay?* **X No**
- **Branding:** “Battle Bay” is a two-word brand name (owned by Rovio Entertainment Ltd.)
- **Trademark:** [WIPO](#), [EUIPO](#), [United Kingdom](#), [China](#)
- **Service Area:** Worldwide



Handwritten signature



→ **PODBAY.FM**

- **Provides:** Online Platform for Podcasts
- *Is this service available on eBay?* ✗ **No**
- **Branding:** “Podbay” is a single-word brand name
- **Business:** Registered in [California, US](#) (Operated by Fancy Soups)
- **Service Area:** Worldwide



→ **MEDIABAY.TV**

- **Provides:** Online Streaming platform for Movies and Web-Series
- *Is this service available on eBay?* ✗ **No**
- **Branding:** “Mediabay” is a single-word brand name
- **Service Area:** Russia, Uzbekistan, Azerbaijan, Tajikistan



→ **JOLLYROGERBAY.IT**

- **Sells:** Gaming content and Video Games
- *Available on eBay?* ✓ **Yes**
- **Branding:** “Jolly Roger Bay” is a three-word brand name
- **Service Area:** Italy



12-k. TRAVEL & HOSPITALITY

→ **12BAY.VN (App on Play Store has 100K+ Downloads)**

- **Provides:** Online Platform for booking flight tickets in Vietnam
- *Is this service available on eBay?* ✗ **No**
- **Branding:** “12BAY” is a single-word brand name.(Operated by Nguyen Duong Trading and Service Ltd.)
- **Business:** [Registered in Vietnam](#)
- **Service Area:** Vietnam



→ **ABAY.VN (Over 405K+ Monthly Traffic)**

- **Provides:** Online Platform for booking international flight tickets
- *Is this service available on eBay?* ✗ **No**
- **Branding:** “ABAY” is a single-word brand name
- **Trademark:** Registered in [Vietnam](#)
- **Service Area:** International



→ **SENBAY.VN**

- **Provides:** Online Platform for booking international flight tickets
- *Is this service available on eBay?* ✗ **No**
- **Branding:** “Senbay” is a single-word brand name
- **Business:** [Registered in Vietnam](#)
- **Service Area:** International



→ VEMAYBAY.VN

- **Provides:** Online Platform for booking international flight tickets
- *Is this service available on eBay?* **X No**
- **Branding:** “Vemaybay” is a single-word brand name
- **Trademark:** Registered in [Vietnam](#)
- **Service Area:** International



→ TIMCHUYENBAY.NET

- **Provides:** Online Platform for booking international flight tickets
- *Is this service available on eBay?* **X No**
- **Branding:** “Tim Chuyen Bay” is a three-word brand name
- **Trademark:** Registered in [Vietnam](#)
- **Service Area:** International

Tim Chuyền Bay

→ GOBAY.CO.NZ

- **Provides:** Bus Service in New Zealand
- *Is this service available on eBay?* **X No**
- **Branding:** “Gobay” is a single-word brand name
- **Business:** Owned by [Hawke's Bay Regional Council](#), part of Government
- **Service Area:** New Zealand



→ THEBAY.ORG

- **Provides:** Youth Engagement, Education Services
- *Is this service available on eBay?* **X No**
- **Branding:** “The Bay” is a two-word brand name (owned by Rabble Mill)
- **Trademark:** Registered in [United States](#)
- **Service Area:** United States



→ TURTLEBAY.CO.UK (Over 548K+ Monthly Traffic)

- **Provides:** Provides Restaurant and Bar Services
- *Is this service available on eBay?* **X No**
- **Branding:** “Turtle Bay” form a two-word brand name
- **Trademark:** Registered in [EUIPO](#), [United Kingdom](#)
- **Service Area:** United Kingdom



→ BOLONGO BAY.COM (Over 2 Million+ Monthly Traffic)

- **Provides:** Beach Resort Services in Saint Thomas (Caribbean Islands)
- *Is this service available on eBay?* **X No**
- **Branding:** “Bolongo Bay” is a two-word brand name
- **Service Area:** Saint Thomas Island, Caribbean



AR



12-i. BABY & KIDS PRODUCTS

→ BABYBAY.US and BABYBAY.DE



- **Sells:** Baby care essentials, from Beds to Mattresses.
- *Available on eBay?* ✓ **Yes**
- **Branding:** "Babybay" is a single-word brand name
- **Trademark:** Registered in [United States](#), [United Kingdom](#), [Germany](#), [WIPO](#), [EUIPO](#)
- **Service Area:** United States

→ BABYBAY.BY



- **Sells:** Baby Clothing.
- *Available on eBay?* ✓ **Yes**
- **Branding:** "Babybay" is a single-word brand name
- **Business:** Registered in [Minsk, Belarus](#)
- **Service Area:** Belarus

(Babybay.US and .DE domains are of same company. However Babybay.BY domain is of a different company.)

Annexure A-17 - List of International BAY-formative businesses with registered trademarks & active website. All logos reproduced herein are the intellectual property of their respective owners and have been included solely for reference within the evidentiary record. As evidenced in the foregoing annexure, the Applicant has placed on record a comprehensive compilation of more than one hundred (100+) BAY-formative businesses operating internationally.

AK





II-D. The Overwhelming Evidence Against eBay's Claim


13. Our research has identified **thousands of brands** successfully using "Bay" in their branding, most of which are **registered trademarks** in their respective jurisdictions. This claim is backed by extensive data. The examples listed above were only a fraction of the reality. Clearly, the public does not **automatically associate "Bay" with eBay**, nor does eBay have an exclusive claim to the term. Furthermore, if eBay were to claim exclusive rights over "Bay" in **online commerce**, it would suggest that no other marketplace or e-commerce platform could use the term—a notion that is clearly unsupported by the facts. **Dilution requires exclusivity**, yet "Bay" is already ubiquitous across industries, leaving no credible basis for such a claim.

II-E. The Descriptive Origins of 'eBay' instead of a Fanciful Claim

14. The term "eBay" originated from practical considerations rather than as a distinctive, coined brand name. Initially, eBay was founded as "AuctionWeb" in 1995 by Pierre Omidyar. The name "eBay" emerged when Omidyar attempted to register the domain "EchoBay.com"—a reference to his consulting firm, Echo Bay Technology Group. The name "Echo Bay" is also a geographical location, with a marina in Nevada that Omidyar was known to frequent. He had a fondness for the area, and when asked about the inspiration behind the name, he mentioned that *"Echo Bay just sounded cool"*. Finding that the domain was already taken by a Canadian mining company, Omidyar shortened the name to "ebay.com". This origin indicates that "eBay" was not a meticulously crafted, fanciful term but rather a pragmatic adaptation based on domain availability and personal preference.

Sources - [Echo Bay Nevada Wikipedia](#)
[eBay Wikipedia](#)
[Pierre Omidyar Wikipedia](#)
[Page 52 of the Book "Pierre Omidyar: The Founder of Ebay" by Jennifer Viegas](#)
[Page 26 of an Interview Transcript \(Dec 2010\)](#)

(All these sources are also compiled in *Annexure A-7*)

15. Moreover, during that era, the prefix "e-" was commonly associated with "electronic" or "internet-based" services, a trend mirrored in terms like *"e-commerce," "e-mail,"* and even *"eShop"*—an online retail venture founded by eBay's own creator, Pierre Omidyar, before eBay itself. This association was further reinforced by the prominence of Internet Explorer Browser, whose iconic  logo became a symbol of internet access for many users. [Source](#) (Also in *Annexure A-8*). Consequently, the public likely interpreted the "e" in "eBay" as indicative of an electronic marketplace, with "Bay" suggesting a marketplace or gathering place—a logical and descriptive naming convention rather than an arbitrary or fanciful one.

This understanding challenges any assertion that "eBay" is a distinctive or invented term warranting exclusive trademark rights over the word "Bay." The name's **descriptive roots** and the common usage of "e-" during the internet boom underscore that "eBay" lacks the uniqueness typically required for broad trademark exclusivity. Therefore, the use of "Bay" in brand names, such as Canvasbay and many other businesses—some previously mentioned in this document—does **not** inherently imply an association with eBay, **nor** does it constitute trademark infringement.



II-F. The Common Meaning of 'Bay' and Its Relevance to Canvasbay

16. "Bay" is a common dictionary word with well-established meanings beyond *a body of water*. It frequently refers to a designated space within a larger area used for a particular purpose, as reflected in reputable dictionaries:
- "A partly enclosed area, inside or outside a building that is used for a particular purpose." ([Collins Dictionary](#))
 - "Any of various compartments or sections used for a special purpose (e.g. *cargo bay*). " ([Merriam-Webster](#))
 - "A section of a room or building." ([Britannica Dictionary](#))
 - "A compartment, as in a barn for storing hay; a compartment in an aircraft: *an engine bay*." ([Dictionary.com](#))
 - "Any of the parts a large building or room may be divided into and used for a purpose (e.g. *bomb bay*). " ([WordReference](#))

See *Annexure A-9* for all dictionary references with highlights.

By this definition, "Bay" in Canvasbay aligns naturally with its established usage—a dedicated space for canvas art, just as a *cargo bay* is a designated space for cargo or a *bomb bay* is for ordnance storage. The meaning is straightforward, intuitive, and descriptive in the context of an art-focused platform.

17. To put it simply: the term "Bay" functions in the same way that *Station* does in *ArtStation* or *Cloud* in *SoundCloud*. Just as *Station* in *ArtStation* clearly refers to a platform where artists come together, and *Cloud* in *SoundCloud* denotes a space for audio content, "Bay" in Canvasbay directly signifies a dedicated space for art.

These examples are not just words—they are descriptors that add clarity and meaning to each platform's function. And it's not as though these words cause confusion: Sony's PlayStation and Epic Games' ArtStation **coexist** in the same artistic space without any dilution of their brands. Similarly, Mixcloud exists right next to SoundCloud, both in the music space, and **neither** causes confusion nor brand harm. The presence of "Bay" in Canvasbay works in precisely the same way—descriptive, intuitive, and reinforcing our brand's focus on art.



Image showing logos of relevant brands in same space, coexisting in market without consumer confusion. All logos reproduced herein are the intellectual property of their respective owners and have been included solely for reference within the evidentiary record.

AL



18. Here are several more examples of successful coexistence between brands that share common elements:

Brand 1	Brand 2	Descriptor similar to Bay	Common Industry/Area
Dropbox	Box	<i>Box</i>	Cloud storage
BigCommerce	WooCommerce	<i>Commerce</i>	Website building
Evernote	OneNote	<i>Note</i>	Notes
Gatorade	Powerade	<i>Rade</i>	Sports drinks
Sushiswap	Uniswap	<i>Swap</i>	Decentralized Finance (DeFi)
Namecheap	Hostcheap	<i>Cheap</i>	Web hosting
QuickBooks	FreshBooks	<i>Books</i>	Accounting software
JetBrains	CodeBrains	<i>Brains</i>	Development tools
WeChat	Snapchat	<i>Chat</i>	Messaging apps
WeTransfer	FileTransfer	<i>Transfer</i>	File sharing

Table 1.1: These examples further reinforce that "Bay" in Canvasbay does not cause confusion but instead **enhances clarity**.

II-G. "Bay" Is Not Distinctive Enough for Trademark Exclusivity

19. "Bay" is a common dictionary word, not an invented brand like "Kodak". Trademark law protects unique brand identities, not generic terms. eBay's strength is in "eBay", not "Bay". Its brand recognition comes from the full name, not from exclusive rights to a common word.

Many businesses—*Unionbay* (clothing), *Nutrabay* (nutrition and supplements), *Carbay* (automotive), *Tilesbay* (home improvement), *Boombay* (sauces), *EnglishBay* (education), *Studybay* (academic services), *Podbay* (podcasts), *Babybay* (Baby products), and *Sportbay* (sports equipment)—use "Bay" without causing confusion. The existence of these brands, whether 'Bay' appears as a separate word or as part of a **compound name**—proves that 'Bay' is not inherently tied to eBay, nor does its use in a name imply trademark infringement.

Refer to **Annexure A-10**, which shows screenshots of the websites of these BAY-formative businesses.

AR



II-H. Registered Indian “Bay”- Formative Trademarks

20. The following table presents a selection of Indian trademarks incorporating the element “Bay,” all of which are duly registered and predominantly fall under Class 35, covering commercial and e-commerce services. Where accessible, the corresponding websites are provided to illustrate active commercial presence and digital adoption. **This compilation** demonstrates the routine, independent use of “Bay” in Indian commerce, reinforcing that the term functions as a descriptive or suggestive element rather than a distinctive identifier exclusive to any single entity.

Applicati on No.	Trademark Name	Status	Class	Logo	Website
3876139	ALPHABAY	Registered	5, 35		https://www.alphabay.in/
5463091	BRICBAY	Registered	35, 36		https://bricbay.com/
5629533	DERMABAY	Registered	35		https://www.dermabay.in/
3328583	KITCHENBAY	Registered	35		https://kitchenbay.co.in/
4212079	PIXABAY	Registered	9,45,42		https://pixabay.com/
6217915	7BAY	Registered	35, 25		https://7bayclothing.com/
5748119	ARTBAY	Registered	20		Website not accessible at the time of this statement
4805500	JUNGLE BAY	Registered	41		https://junglebay.in/
4688568	ANGEL BAY	Registered	35, 36		https://www.angelbay.in/
5331618	ATRALBAY	Registered	35		Website not accessible at the time of this statement
5813018	PURPLE BAY	Registered	35		https://purplebay.in/









AR



3259215	BEAUTY BAY	Registered	35		https://www.beautybay.com/
5673554	PUREBAY	Registered	35, 29, 30, 31		Website not accessible at the time of this statement
5024978	MEDBAY	Registered	35		https://medbay.in/
2667404	ROSEBAY	Registered	35		https://rosebaycorporate.com/
4109183	TRADEXBAY	Registered	35		https://www.tradexbay.com/
3336767	ALMABAY.COM	Registered	41		https://www.almabay.com/
4330622	BOOBAY	Registered	35		Website not accessible at the time of this statement
3726732	JOMBAY	Registered	42		https://www.jombay.com/
6176402	ENTRYBAY	Registered	39		https://entrybay.in/
5084065	OUTBAY	Registered	35		https://outbay.in/
3935334	NUTRABAY	Pending	35		https://nutrabay.com/
6423242	MINIBAY	Pending	9		https://minibay.in/
5504375	LEARNBAY	Registered	41		https://www.learnbay.co/

AE



4732139	BOOMBAY	Registered	30		https://www.boombay.in/
3427629	TURTLE BAY	Registered	41		Website not accessible at the time of this statement
4967234	WORBAY	Registered	37		https://worbay.in/
5030508	BANANA BAY	Registered	31		https://bananabay.in/
5878566	KHAREEDBAY	Registered	35		Website not accessible at the time of this statement
5343377	MARBAY	Registered	19		https://marbay.in/
5978834	DOCUBAY	Registered	41, 38		https://www.docubay.com/
3621198	VOXBAY	Registered	35		https://www.voxbay.com/

*Table 1.2 : List of some Registered Indian Trademarks with “Bay” suffix. Refer to a more comprehensive list compiled in **Annexure A-16**, and **Annexure A-10***

As evidenced in the foregoing annexures, numerous established businesses use “Bay” as part of their trademarks and operate without any indication of association with the Opponent. Several of these registrations relate to online retail, marketplace services, and commercial platforms—precisely the fields in which the Opponent claims exclusivity. If the Opponent asserts that Canvasbay creates a likelihood of confusion, **it must explain** why only Canvasbay—and not these other brands—would allegedly cause such confusion. The evidence plainly shows no such basis exists.

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II-I. Intent and Branding Matter More Than a Shared Word

21. It is a settled principle of trademark law that similarity in a single word—particularly a common or descriptive word—is insufficient to establish confusion. The inquiry turns on the overall commercial impression of the mark and, importantly, the adopter’s intent. Nothing in the Applicant’s branding, presentation, or commercial conduct suggests any attempt to appropriate the Opponent’s identity or goodwill. The Applicant’s use of “Bay” follows widespread linguistic and commercial patterns. The term is also widely encountered in non-commercial contexts—such as South Bay, Tampa Bay, North Bay, Echo Bay, and Thunder Bay—further underscoring that “Bay” is a commonplace expression rather than a distinctive badge of origin. The Applicant’s adoption of CANVASBAY is independently conceived, **descriptive** of its niche offering, and devoid of any attempt to trade upon the Opponent’s reputation.

II-J. No Real-World Consumer Confusion & Fair Competition

22. The Opponent’s position relies on the assumption that consumers are unable to distinguish between brands merely because they share an element of their names. This assumption is **inconsistent** with marketplace reality. Numerous well-known brands **coexist** despite sharing common linguistic components—*Telegram* and *Instagram*, *Gmail* and *Hotmail*, *Adobe Stock* and *Shutterstock*, *FreshBooks* and *QuickBooks*, *Lenskart* and *Flipkart*, *Walmart* and *Kmart*, *Zendesk* and *Freshdesk*. These marks function within **overlapping** commercial environments, **yet** consumers readily differentiate between them because their overall identities, trade dress, and market propositions are distinct. The same applies here.
23. Canvasbay is a narrowly focused platform devoted exclusively to canvas art and décor. Its trade identity, business model, and target audience are fundamentally different from those of the Opponent, a large general-purpose marketplace spanning thousands of unrelated product categories. The mere fact that eBay is broad in scope **does not entitle it to monopolize** common linguistic elements or restrict honest, descriptive adoption by legitimate businesses. The Applicant’s use of CANVASBAY falls squarely within the principles of honest commercial practice, and the Opponent’s claim of exclusivity over the term “Bay” finds no support in law, precedent, or marketplace realities.

II-K. Established “Bay” Brands with Significant Market Influence

24. A vast number of well-established businesses incorporate “Bay” in their brand names and attract **millions of visitors** worldwide every month. From major retailers and travel destinations to media outlets and technology platforms, these websites collectively generate significant traffic, **proving** that consumers do not automatically associate “Bay” with eBay.

Website	Monthly Traffic	Industry
abay.vn	405 K	Online Flight booking
beautybay.com	2.1 M	Cosmetics/E-Commerce
bolongobay.com	2.03 M	Resort/Hospitality



bunniesbythebay.com	321 K	Children's Toys/E-Commerce
byronbay.com	172 K	Tourism/Local Info
crystalbay.com	32.5 K	Tourism/Investment
csueastbay.edu	2.14 M	Higher Education
dockandbay.com	187 K	Beach Accessory/E-Commerce
dothebay.com	449 K	Local Lifestyle/Events
draysbay.com	205 K	News/Community
dubai-businessbay.com	156 K	Business District
engagebay.com	775 K	Marketing Automation
englishbay.com.br	306 K	Educational Courses
greenbay.com	928 K	Tourism
hikersbay.com	260 K	Outdoor Recreation
majesticbay.com	24.3 K	Movies and Entertainment
mongabay.com	2.8 M	Environmental News
moretonbay.qld.gov.au	511 K	Local Government
mudbay.com	409 K	Pet Supplies
nutrabay.com	698 K	Supplements/E-Commerce
pixabay.com	64.9 M	Stock Images
portandbay.com	137 K	Home décor/E-Commerce
portobay.com	205 K	Tourism/Hotel
putinbay.com	485 K	Tourism/Local Info
puzzlesbay.com	33.8 K	Puzzle Games
sitesbay.com	11.7 K	Educational Courses
tampabay.com	2.9 M	News Media
thebay.com	2.4 M	Retail/E-Commerce
thunderbay.ca	265 K	City/Tourism
turtlebay.co.uk	548 K	Restaurant Service
uakino-bay.net	5.1 M	Film streaming/Review
unionbay.com	268 K	Fashion/E-Commerce
visittampabay.com	1.5 M	Tampa Bay Tourism
wbay.com	1.2 M	Broadcast Media

Table 1.3

25. For instance, Pixabay.com alone receives 64.9 million visitors per month—**these 64.9 million** visitors are clearly not mistaking Pixabay for eBay's website. Similarly, TheBay.com, a major retail department store that operates both in physical retail and **online commerce**, attracts 2.4 million visitors per month. Despite using a similar color scheme near their logo, these millions of visitors are not confusing it with eBay.

Even niche platforms like BeautyBay.com (2.1M), Nutrabay.com (698K), and EngageBay.com (775K) maintain strong brand presence without any confusion with eBay. This widespread and sustained market presence across diverse industries demonstrates that "Bay" is a common, **recognizable word** that **functions independently** in branding.

If millions of consumers can navigate these high-traffic businesses **without mistaking** them for eBay, the argument that "**Canvasbay**" would cause confusion is simply untenable.

Disclaimer: Traffic data was obtained using industry-standard research tools, which estimate website visits based on various metrics. These tools typically provide data ranging from 6 months to 2 years, depending on the source. We either averaged the figures or took the highest, based on case-specific factors. Please note that if this data is reviewed in the future, the historical traffic range may shift accordingly. See Annexure A-11.



II-L. Analysis of the Opponent’s Reliance on Prior BAY-Formative Decisions

26. The Opponent has placed on record Annexures V and W, comprising a collection of prior disputes where BAY-formative marks were refused. These examples, however, do not advance the Opponent’s case. In several of those matters, refusals arose because the marks in question adopted elements of the Opponent’s trade dress, mimicked similar colour palettes, or otherwise sought to evoke the Opponent’s branding in their overall presentation. Such refusals were grounded in contextual imitation, **not in** any inherent exclusivity in the word “Bay.”

None of those circumstances apply here. **Canvasbay** does not adopt the Opponent’s trade dress, presentation, colour palette, typography, or commercial identity. As demonstrated throughout this affidavit, the Applicant’s mark is descriptive in structure, distinct in appearance, and independently conceived. Therefore, reliance on Annexures V and W—without analysing the underlying factual matrices—does not assist in establishing similarity or likelihood of confusion in the present case.

27. By contrast, two decisions where the Opponent formally litigated BAY-formative marks—**eBay Inc. v. UKBAY** (UKIPO, Case No. [3224667](#), Annexure A-12) and **eBay Inc. v. SPORTBAY** (BOIP, Case No. [2007787](#), Annexure A-13)—are **significantly more** instructive. In both matters, the adjudicating authorities examined the **marks as a whole** and rejected the Opponent’s attempts to monopolize the word “Bay.” The tribunals found that the visual, phonetic, and conceptual distinctions **outweighed** the shared suffix and permitted coexistence in the marketplace. These rulings reinforce a principle deeply rooted in trademark law: the presence of “Bay” alone does not render a mark deceptively similar to “eBay.”

These rulings demonstrate a consistent judicial view:

- a. “Bay” is not inherently distinctive to eBay;
- b. The assessment must turn on the overall impression of the mark;
- c. The mere sharing of “Bay” does not establish misleading similarity; and
- d. BAY-formative marks that differ visually, phonetically, and conceptually may coexist **without confusion**.

These principles align with the extensive evidence already placed on record, **including** the registry extracts and market examples demonstrating widespread, lawful use of BAY-formative marks (see “Bay is Not Exclusive to eBay — It’s a Generic, Descriptive Term” and Annexures A-10, A-16 and A-17).

CANVASBAY, like UKBAY and SPORTBAY, is an independently coined mark with a distinct commercial identity. It does not replicate the Opponent’s trade dress, does not function as a general marketplace, and does not present itself in a manner that evokes or references the Opponent. **These decisions** therefore support the Applicant’s position: the presence of “Bay” does not create confusion when the overall mark is distinct.



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II-M. Fame Is Not a Substitute for Distinctiveness

28. The Opponent's affidavit under Rule 45 is long on volume and short on relevance. It lists revenues, social media links, awards, and global recognitions — admirable achievements, but immaterial here. Fame does not grant ownership of language. Trademark protection exists to prevent confusion, not competition. The test is distinctiveness in context, not corporate scale. The Opponent's global presence and advertising expenditure does not circumvent the statutory requirements of Sections 9 and 11 of the Trade Marks Act, 1999.

II-N. Distinct Markets, Distinct Consumers

29. Canvasbay operates in an entirely different domain — a curated marketplace for canvas prints, framed art, and metal wall décor. It serves a creative niche that has no connection to eBay's broad, general-purpose trading platform. The *consumers* are **different**, their *intent* is **different**, and the *experience* is **different**. No rational buyer seeking art would confuse a specialized platform like Canvasbay with a sprawling, mass-market website selling everything from phone chargers to mosquito nets.

II-O. Visual and Conceptual Dissimilarity

30. The marks also differ fundamentally in their visual and conceptual composition. *Canvasbay* employs a clean, neutral wordmark without color styling. *eBay* uses a distinctive multicolored, interlocked logo in a single, lowercase word. Notably, even the Opponent does not treat "Bay" as an independent element—its branding presents **ebay** as a single expression, indicating that consumers **primarily** perceive it as a unified mark. Likewise, in **Canvasbay**, "bay" is integrated into the name **without** capitalization or separation, underscoring that it is not being positioned as an independent identifier. The capitalization of "eBay" is a stylistic choice, not an indicator of *distinctiveness*.

The Applicant's website and branding follow minimalist, muted tones, and a curated presentation suited to artistic goods — materially different from eBay's busy, catalogue-style interface. Even at a glance, they communicate different worlds: eBay sells products; Canvasbay curates art.

II-P. The Attempted Overreach of Monopoly

31. The grievance pursued by the Opponent is not grounded in any demonstrated risk of confusion but in an expansive interpretation of its rights over a common English word. Trademark law does not grant proprietary control over ordinary vocabulary, nor does it permit the foreclosure of honest, descriptive usage by smaller businesses. To accept such an overreach would undermine the balance between protection and competition that the Trade Marks Act, 1999 preserves.



II-Q. Good-Faith Adoption and Independent Identity

32. The Applicant adopted the mark CANVASBAY after undertaking availability checks and commenced use in bona fide commercial activity. Its identity, branding, and market reputation have been developed independently. Customer communications, transaction records, and business data confirm that the public recognizes Canvasbay as a **distinct** art-focused platform. There has been no instance—actual or alleged—of confusion, misdirected traffic, or mistaken identity, further underscoring **the clear** separation between the parties’ identities and offerings.

II-R. Conclusion

33. The opposition discloses no evidence of confusion, no legal basis for monopolizing a common word, and no substantive overlap in trade channels, market identity, or consumer perception. CANVASBAY is an honest, descriptive, and distinctive mark, lawfully adopted and transparently used. The Applicant respectfully submits that the opposition be dismissed and that the application proceed to registration.

JK



III. PARAWISE REPLY TO “EVIDENCE IN SUPPORT OF OPPOSITION (RULE45)”


III-A. Replies to Paragraphs A – D: Introductory Statements by the Opponent

34. Paragraphs A–C are noted, as they consist of introductory statements regarding the Opponent’s authority and reliance on previous pleadings. They call for no substantive response.

With respect to Paragraph D, the Opponent’s blanket denial of all averments not expressly admitted is also noted. The Applicant relies on its Counter-Statement and accompanying evidence, which address each of the issues raised.

The Opponent’s reference to **Canvasbay** as the “Impugned Mark” is treated as a procedural expression used within opposition proceedings. The Applicant respectfully notes, however, that a mark is not “impugned” merely by the act of filing an opposition; its status is determined on the merits of the evidence and statutory criteria, which are addressed in the Applicant’s detailed replies.

III-B. Replies to Paragraphs 1 – 5

35. We acknowledge that eBay Inc. operates a prominent global e-commerce platform founded in 1997. Its longevity and success are not in dispute. But this proceeding is not a celebration of corporate history—it is a legal examination of whether Canvasbay, adopted in 2022, creates any likelihood of confusion with eBay under Indian trademark law. On that test, the Opponent’s scale, revenue, and global footprint are irrelevant. Trademark protection is defined by *distinctiveness* and *consumer perception*, not by the size of the marketing budget.
36. The Opponent’s historical narrative—its evolution from “AuctionWeb” to “eBay,” its global expansion, and its financial milestones—adds color but no substance. **What is noticeably absent** from this narrative is the *well-documented fact* that “eBay” **did not emerge** as a coined or invented term, but as a shortened form of “Echo Bay,” a geographical reference *personally associated* with the Founder and already used by him in a prior consulting venture. As already explained earlier in the section “Descriptive Origins of eBay”, when the domain name “echobay.com” was unavailable, it was abbreviated to “ebay.com,” with the “e-” prefix merely aligning with the common parlance of the 1990s for “electronic” services, much like “e-mail”, “e-commerce” and the iconic “” logo of the Internet Explorer Browser. The **omission** of this provenance **allows** the Opponent to present “eBay” as an inherently distinctive creation, **when in truth its origin is descriptive, circumstantial, and rooted in geography, personal preference and domain availability—not creative distinctiveness**. A mark born of convenience cannot now be treated as exclusive to the degree the Opponent implies.



37. The Opponent's wide-ranging presence across 190 markets and extensive product categories only **underscores** the gulf between the parties: eBay is a general-purpose marketplace serving virtually all retail categories, while Canvasbay is a specialised online platform offering exclusively canvas-based wall art and décor. Far from being evidence of overlap, the Opponent's breadth confirms **our distinction**. Trademark law protects specific consumer associations, not monopolies over ordinary English words used in vastly different conceptual contexts.
38. Likewise, the existence of multiple regional eBay URLs (e.g., ebay.nl, ebay.ca, ebay.com.au) proves only geographic reach — not exclusivity over the ordinary English word "Bay." Trademark law does not convert ubiquity into proprietary rights. Our domain, canvasbay.com, bears no visual, phonetic, or conceptual resemblance to theirs, and the platforms differ entirely in identity, presentation, and market positioning.
39. Furthermore, the Opponent's reference to ebay.in misrepresents its present status. eBay's consumer-facing operations in India formally ceased in 2018 following its divestment from Flipkart. The ebay.in domain today primarily facilitates an export portal for Indian sellers targeting foreign buyers, rather than operating as a consumer-facing marketplace within India. For completeness, it may be noted that the Opponent continues to operate full consumer-facing marketplaces in other jurisdictions — such as ebay.com, ebay.nl, ebay.ca, and ebay.com.au — each offering shopping-cart functionality and curated catalogues. The position in India is materially different: ebay.in **does not** provide a comparable consumer retail environment. Screenshots evidencing the current nature and functionality of these platforms are enclosed as **Annexures A-14**. By contrast, Canvasbay serves Indian customers directly through a curated platform for art and décor— a sphere where eBay neither maintains a specialized presence nor offers substantial product overlap.
40. In summary, the Opponent's recitation of corporate scale, historical achievements, and geographic reach does not advance the legal inquiry. The Applicant respectfully submits that these paragraphs provide no evidence of similarity, consumer confusion, or dishonest adoption, and therefore add no weight against the registrability of CANVASBAY, an independently conceived, market-specific mark operating in an unrelated commercial domain.

III-C. Replies to Paragraphs 6 – 11

41. The Applicant acknowledges that the Opponent is the prior adopter and registered proprietor of the composite trademark **EBAY** and its design variants. However, beyond reciting the Opponent's scale, registrations, and reputation, the submissions in these paragraphs do not address the core legal issue: whether the suffix "**Bay**"—an ordinary English word—has acquired exclusivity such that its use in **Canvasbay** would cause confusion among consumers.

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42. It is well established that trademark protection applies to the mark as a whole, not to its individual descriptive or generic components. The Opponent's registrations secure rights in "EBAY", not in the standalone word "Bay". This distinction is reflected in the Trade Marks Registry, where **hundreds of active "Bay"-formative marks exist** across diverse industries and classes—including Class 35—coexisting without confusion, conflict, or legal challenge. **The very existence** of this ecosystem demonstrates beyond doubt that "Bay" operates as a common, descriptive suffix in Indian commercial identity, not as the exclusive domain of a single entity.
43. The Opponent's attempt to rely on its global revenue, advertising expenditure, and social media reach is **legally irrelevant and jurisprudentially unsound**. Under the Trade Marks Act, success and fame do not convert generic or descriptive terms into private property. A strong brand is not entitled to quarantine ordinary language. Nor do social media followings, acquired across varied markets and industries, demonstrate trademark distinctiveness in India for purposes of the statutory confusion test.
44. The Opponent's argument is further weakened in the Indian context. As previously noted, eBay's domestic operations ceased in 2018, and its domain ebay.in now functions primarily as an export platform for Indian sellers—not as a consumer-facing marketplace for Indian buyers. By contrast, Canvasbay is a live, consumer-facing platform catering specifically to Indian consumers in the domain of canvas art and curated décor. There is no **direct market**, product, or consumer overlap, and therefore no basis for a credible claim of confusion.
45. The question that matters is this:

Would an ordinary consumer of canvas art believe that Canvasbay is associated with eBay?

The clear answer, based on market evidence and conceptual distinctions, is **no**.

The Opponent's invocation of its "well-known" status is misplaced. A well-known mark does not become an undivided territorial claim over all uses of a common word within it. If that principle held, *Gatorade* — a well-known sports drink — could have barred *Powerade* merely for sharing the suffix "-rade," and *Dropbox* — a globally recognised brand — could prevent *Terabox* from using the ordinary word "box." The law has never recognised such monopolies. Trademark protection extends to the distinctive whole, not to ordinary English words with independent meaning and widespread, lawful usage. To suggest otherwise is neither the law nor fair competition.



Image showing logos of relevant brands in same space, coexisting in market without consumer confusion. All logos reproduced herein are the intellectual property of their respective owners and have been included solely for reference within the evidentiary record.



46. Even assuming, arguendo, that the mere presence of “Bay” could trigger confusion, market practice **disproves** this entirely. Numerous Indian businesses—including *KitchenBay* (household goods), *Bricbay* (electrical items), *Dermabay* (skincare), *Artbay* (Art gallery), *7Bay* (men’s apparel) and many others—operate under registered “Bay-formative” trademarks in the same Class 35, selling in the e-commerce sphere. None have ever been blocked by the Registry, and none have faced practical confusion with eBay. To now single out Canvasbay as uniquely problematic, while **overlooking** hundreds of similarly situated registrations, is a **selective** and overreaching application of trademark law.



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A complete list of registered BAY-formative marks in India, including in Class 35 and overlapping goods or services, is enclosed as *Annexures A-10, A-16, A-17* for ready reference.

For these reasons, the Applicant submits that **Paragraphs 6–11** of the Opponent’s affidavit do not establish distinctiveness in the suffix “Bay,” do not demonstrate any likelihood of confusion, and do not rebut the Applicant’s lawful, honest, and independent adoption of **CANVASBAY**.

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III-D. Replies to Paragraphs 12 – 18

47. The Applicant acknowledges the Opponent’s global reputation and the recognition it has received across media, rankings, and public platforms—achievements which are, in their own right, commendable. However, such reputation is not determinative of the legal issues under Sections 9 and 11 of the Trade Marks Act, 1999. Trademark protection is not granted on the basis of fame alone, but on the distinctiveness of the mark and the likelihood of consumer confusion within the relevant market. Here, the Opponent’s repeated reliance on brand visibility, media accolades, and cultural references serves as narrative embellishment rather than legal evidence. The test remains straightforward: *would an ordinary consumer of canvas art likely mistake Canvasbay for eBay?* On the facts, the answer is demonstrably no. The Applicant’s mark was adopted independently, is descriptive of its niche platform, and operates in a sector that the Opponent does not directly serve.
48. Canvasbay is accessible to a global audience, including Indian consumers, through its primary website Canvasbay.com. The Opponent, in contrast, operates through geo-specific domains for different regions, as noted in its affidavit (e.g., ebay.com.au, ebay.ca, ebay.nl). While eBay remains a major global brand, its operations in India have been substantially curtailed since the 2018 separation from Flipkart. Today, ebay.in functions primarily as a seller-oriented export gateway rather than a domestic retail marketplace. Screenshots and archival captures of the current structure of ebay.in are attached as ***Annexure A-14***. As detailed in the Preliminary Submissions, there is no meaningful overlap in scope, consumer base, or service model between the two platforms. This distinction further eliminates any credible likelihood of confusion — whether in India or globally.
49. Moreover, if widespread publicity were sufficient to claim exclusivity over a common word, the entire foundation of **modern branding** would collapse. Countless successful brands share descriptive or functional elements without conflict — and coexist precisely because consumers are capable of distinguishing context. For instance:
- a. Dropbox and Terabox both operate in the **same** cloud storage space;
 - b. SoundCloud and Mixcloud coexist **peacefully** in online music streaming;
 - c. PlayStation and ArtStation thrive in the digital creative industry;
 - d. QuickBooks and FreshBooks serve the **same** accounting market
 - e. WeChat and Snapchat **both** dominate the messaging ecosystem.
- None of these examples cause confusion, dilution, or brand harm, because the shared element in each case — whether Cloud, Station, Books, or Chat — is descriptive, not distinctive.
50. By the same logic, “Bay” in Canvasbay functions as a descriptor — indicating a designated space or marketplace for art — just as “Station” does for ArtStation or “Cloud” does for SoundCloud. Trademark jurisprudence recognizes that a shared suffix does not create confusion when the marks are conceptually dissimilar and operate in different commercial contexts.



51. Further, the coexistence of hundreds of BAY-formative marks in India — including KitchenBay, UnionBay, BricBay, and DermaBay — many of them operating in Class 35, underscores that “Bay” is a neutral, descriptive suffix. It **belongs** to the language, not to the Opponent. In light of this, reliance on historic publicity and brand stature cannot dislodge the Applicant’s legitimate, descriptive, and good-faith use of the term Canvasbay. Fame is not a warrant to monopolize ordinary vocabulary, nor can it be invoked to suppress fair competition from honest traders in unrelated spaces.

III-E. Replies to Paragraphs 19 – 22

52. The Applicant reiterates that the Opponent’s reliance on its global size, historical legacy, and expansive trademark portfolio does not resolve the core legal question before this Registry: whether the mark CANVASBAY is likely to cause confusion among relevant consumers. As addressed previously in **Replies to Paragraphs 1–5** and **Replies to Paragraphs 12–18**, eBay’s international reputation and commercial footprint, however extensive, are not determinative of the Applicant’s rights under Sections 9 and 11 of the Trade Marks Act, 1999.
53. The Opponent’s references to prior enforcement actions in foreign jurisdictions are similarly misplaced. Each trademark dispute turns on the specific facts, scope of use, and consumer perception in that jurisdiction. Further, such references **selectively** include only those decisions that favour the Opponent’s narrative — **omitting, for instance**, the UKBAY and SPORTBAY matters, where BAY-formative marks **were allowed to coexist despite eBay’s opposition**. As will be elaborated later in this Affidavit, these precedents demonstrate that neither foreign courts nor trademark authorities uniformly treat “Bay” as distinctive or proprietary to eBay. The same logic applies in India. The coexistence of hundreds of “Bay”-formative trademarks across Class 35 and related fields — duly recorded in the Registry — **belies the Opponent’s claim of exclusivity in this jurisdiction**. The compiled records in **Annexure A-16** speak for themselves.
54. The allegation that CANVASBAY was adopted to “ride upon the goodwill” of eBay is unsustainable and unsupported by fact. As detailed in the *Preliminary Submissions*, the Applicant independently conceived and adopted the mark in 2022 after thorough diligence and with a clear and descriptive intent: to define a curated space — a “bay” — for canvas-based art. Our branding, market positioning, and customer base are entirely distinct from the Opponent’s general-purpose marketplace. No reasonable consumer seeking art prints, or wall art would associate the Applicant’s **specialised** platform with the Opponent’s general-purpose commercial site. The Applicant has never traded upon — nor had any reason to trade upon — the Opponent’s reputation.
55. The Opponent’s suggestion that occasional art listings on eBay bring the two platforms into conceptual proximity weakens rather than strengthens its case. An online marketplace that sells millions of unrelated goods does not become an “art brand” because it allows sellers to upload paintings — any more than a supermarket becomes a book publisher by selling a few novels.

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56. Finally, the invocation of Article 6bis of the Paris Convention and Section 11 of the Trade Marks Act is inapposite. While these provisions protect well-known marks from misuse, they do not confer ownership over ordinary English words. Trademark law guards against deceptive similarity — not legitimate, descriptive, and independently coined marks such as CANVASBAY. To accept the Opponent’s premise would be to grant it monopoly over “Bay” in all commercial contexts, a proposition long rejected by Indian trademark jurisprudence.
57. In summary, the Opponent’s claims in these paragraphs rest on presumption, not evidence. What is sought here is not protection from confusion, but control over common language. That, respectfully, is beyond the scope of trademark law — and inconsistent with its principles of fair competition and public domain.

III-F. Replies to Paragraphs 23 – 25

58. The Opponent’s claim that it was the first to use a “BAY”-formative mark in e-commerce is factually incorrect and legally irrelevant. The word “Bay” existed long before eBay and has been used in trade names, retail, and marketplaces for decades. Brands like **UnionBay** (*clothing, since 1981*), **The Bay** (*online department store, Canada, since 1944*), **Scorpion Bay** (*apparel, since 1989*), and **Hampton Bay** (*home furnishings, since 1995*) long **PREDATE** eBay’s founding in 1997. These brands—operating across apparel, furnishings, and home goods—prove that the term “Bay” was **never** unique to eBay, **nor** invented by it. **Annexure A-18** provides supporting evidence.



59. The Opponent’s claim that “Bay” has acquired secondary meaning exclusively pointing to eBay is unsupported by facts above. No independent surveys, market studies, or instances of actual confusion have been produced to substantiate this claim. As explained in the section “*Bay Is Not Exclusive to eBay—It’s a Generic, Descriptive Term*” of this affidavit, the suffix “Bay” retains its ordinary descriptive meaning in the English language — a space, compartment, or designated area — **which is precisely** the sense in which the Applicant adopted it in CANVASBAY: a dedicated platform for canvas art.
60. The suggestion in Paragraph 24 that the Applicant “*has no explanation for the adoption of Bay*” contradicts the record. The Applicant has clearly articulated its reasoning: “Bay” was selected to convey a curated hub or marketplace for artistic products, consistent with its descriptive usage. This explanation has been stated plainly, both in this document (see Section: *How We Coined the Term ‘Canvasbay’*) and in the Applicant’s Counter-Statement. Ignoring this does not erase it.

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61. The Opponent's argument that the Applicant "should have adopted SHOP or MARKETPLACE instead" is misconceived. Trademark law does not entitle one party to dictate the descriptive choices of another, especially with respect to ordinary English words. The Applicant is free to select **any** non-infringing term that truthfully reflects its business model, and "Canvasbay" achieves precisely that without coming into legal or commercial conflict with "eBay."
62. The claim in Paragraph 25 that the Applicant adopted "Bay" to ride upon the Opponent's goodwill is unfounded. There is no evidence—no confused correspondence, no misdirected customers, no public misperception—to support this allegation. As established earlier (see Replies to Paragraphs 6–11 and 19–22), the **Applicant's branding, visual presentation, domain name, and commercial focus are distinct in every material respect from the Opponent's**. Canvasbay operates solely in the niche of curated wall art and décor; eBay operates a broad marketplace that incidentally includes art among countless other items.
63. We also reject the notion that our services are "identical or overlapping." eBay's platform covers nearly every product imaginable—from spare parts to used electronics—while Canvasbay focuses exclusively on wall décor and artistic prints. The **difference** is not marginal; it is **categorical**. In fact, the Opponent's own evidence (Annexure D) shows that art forms only a **negligible** and unfocused portion of its business, reinforcing that there is no overlap in consumer perception or market positioning.
64. If the mere use of "Bay" were to be treated as infringement, then every business employing descriptive English terms in their name—ArtStation and PlayStation, Soundcloud and Mixcloud, Freshdesk and Zendesk, and countless others—would be at risk. Distinctiveness arises from the **whole mark**, not from ordinary words that describe a concept or function.

To adopt such logic would be akin to allowing:

- "Instagram" and "Telegram" could appear confusing on account of "Gram"
- "WeChat" could prohibit "Snapchat" by claiming exclusivity over "Chat"
- "Hotmail" could prevent "Gmail" by claiming exclusive rights over "Mail".
- "Stock" could be claimed exclusively by one party, prevent the coexistence well-known platforms such as "Shutterstock", "AdobeStock"

Trademark law does not sanction monopolization of ordinary linguistic elements. It protects distinctive identities in context—not common nouns.

65. It is also worth noting that the Opponent's own mark, *eBay*, is not a coined invention but the **product of circumstance**. Historical records and the founder's own accounts **confirm** that it originated from *Echo Bay Technology Group*—a consulting firm named after a real geographic location, *Echo Bay* in Nevada. When the domain *echobay.com* was already taken by a Canadian mining company, the founder simply shortened it to *ebay.com* for convenience. Its "e-" prefix was part of the prevailing convention of the time (e.g., e-shop, e-commerce, e-mail), reinforcing that no inherent originality attaches to the word. It

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is therefore untenable to now treat “Bay” as a coined, proprietary name worthy of monopoly protection. See *The Descriptive Origins of “eBay” instead of a Fanciful Claim*, above in the preliminary section in this document.

66. Finally, as detailed earlier (Reply to Paragraphs 19–22), every piece of evidence—including the coexistence of hundreds of BAY-formative marks within the Indian registry (*Annexure A-16, A-10*)—supports the Applicant’s position: “Bay” is in the public domain and its honest use in Canvasbay is lawful, descriptive, and non-infringing.

III-G. Replies to Paragraphs 26 – 30

67. The Opponent’s reliance on the Applicant’s reference to **Section 12** reflects a fundamental misunderstanding of its purpose. As explained earlier in this affidavit, Section 12 is a statutory recognition that **honest and concurrent use of similar elements may coexist without deception**. It is a protective mechanism for legitimately adopted marks—not an admission of similarity. The only commonality between the two marks is the ordinary word “Bay”, term shared by numerous unrelated trademarks such as —*Pixabay, Dermabay, Kitchenbay, Unionbay*,—**but the similarity ends there**. CANVASBAY is an art-focused marketplace; EBAY is a general e-commerce platform. The marks **diverge entirely in appearance, sound, concept, and commercial identity**. Our reference to Section 12 was therefore precautionary and consistent with honest adoption, not contradictory as claimed.
68. The Opponent’s allegations of “confusion,” “dilution,” and “damage” remain **wholly speculative**. Not a single instance of actual confusion—by a customer, seller, reviewer, journalist, or industry participant—has been furnished. As detailed in our replies to Paragraphs 6–11 and 19–22, **there is no real-world evidence of misdirection, mistaken identity, or market overlap**. The Opponent’s case is built on assumption rather than market behaviour.
69. The world is full of “BAY” marks operating peacefully across industries. In India alone, we have *Alphabay, Bricbay, Dermabay, Kitchenbay, Pixabay, 7bay, Artbay* (Refer to *Annexure A-16*). Internationally, *Unionbay, Dapplebay, Tyrebay, Carbay, Flashbay* thrive independently (*Annexure A-17, A-10*). Many of these marks operate in Class 35 and in online commerce, inevitably offering goods that, by **the Opponent’s own logic**, would fall within eBay’s vast commercial scope. Yet none of them have caused consumer confusion or diluted the Opponent’s mark. By that logic, all such businesses would infringe—yet they do not. If eBay maintains that Canvasbay alone is infringing, then the burden lies squarely on the Opponent to produce concrete, verifiable evidence. None has been provided.



70. The claim that “points of similarity outweigh points of difference” ignores the most important legal principle under Section 11: the comparison must be of the marks as a whole, in their commercial context. When viewed as a whole, Canvasbay and eBay are worlds apart — **visually, phonetically, conceptually, and commercially**. Moreover, even eBay does not consistently treat “Bay” as a separate element—its official logo presents “**e**bay” as a single, lowercase, multi-colored word, reinforcing that consumers primarily perceive it as a unified brand name. Likewise, in “Canvasbay,” “bay” is integrated into the name without capitalization or separation, underscoring that it is not being positioned as an independent identifier. The capitalization of “eBay” is a stylistic choice, not an indicator of *distinctiveness*.
71. Furthermore, the opponent’s arguments that “to the average buyer, the points of similarity are more important than points of distinction.” In effect, this eliminates all distinctions and treats any shared syllable as a decisive factor. Such a position is legally unsustainable, because it treats similarity as decisive by default, and treats distinction as legally irrelevant, regardless of merchant honesty or market reality. In practical terms, the Opponent is not arguing about confusion — they are arguing for veto rights over **a dictionary word**.
72. For example, *Shopify* and *Spotify* operate in entirely **different industries**, yet under the Opponent’s logic, they would be legally prohibited from coexisting merely because of a common sound. The absurdity becomes *even clearer* in **closer markets**. In the music industry, *SoundCloud* (for individual tracks and remixes) and *Mixcloud* (for long-form DJ mixes, radio shows, and podcasts) serve distinct purposes and audiences. Yet, the Opponent’s reasoning would treat them as confusingly similar because of the shared “cloud” suffix. Extending this further, even *Nextcloud* and *iCloud* — completely unrelated platforms — would fall under the same prohibition. This is because, by asserting that similarity always outweighs distinction, the Opponent effectively nullifies the practical significance of differences in how consumers perceive brands.
73. The Opponent’s warning about “inferior quality” and “health and safety concerns” is not only baseless but insulting. It serves only as a distraction from the central question: *whether CANVASBAY is similar to EBAY. It is not*. Our platform operates transparently, delivering premium-quality, original art pieces directly from creators. We do not resell mass-produced goods, nor do we trade in the categories that eBay does. To suggest hypothetical damage to eBay’s reputation from a business focused on fine art is far-fetched and irrelevant.
74. The invocation of “well-known” status does not alter the analysis. The Applicant has already acknowledged the Opponent’s recognition; however, well-known marks are protected against deception, not against honest, descriptive, independently conceived marks operating in unrelated spaces. As explained earlier (see Preliminary Submissions and Replies to Paragraphs 12–18), no level of

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fame allows a trader to monopolize ordinary English words such as “Bay,” which remain part of the public domain and are used widely by legitimate businesses around the world.

75. The Applicant’s adoption of CANVASBAY was not an afterthought but a documented, well-considered choice made in 2022, as detailed in the section **How We Coined the Term “Canvasbay”** — a space for canvas art. The Opponent’s attempt to retrospectively convert a common dictionary word into proprietary property **is the only afterthought here.**
76. In summary, the Opponent’s paragraphs 26–30 add no meaningful substance to its case. **Canvasbay** is distinct **as a whole**, descriptive in nature, lawfully adopted, and used in good faith. The attempt to monopolise the word “Bay” across commerce is unfounded, anti-competitive, and incompatible with the principles of trademark law. The Applicant respectfully submits that the Opponent **has not** demonstrated any likelihood of confusion, dilution, or infringement. On the record, these allegations must fail.

III-H. Replies to Paragraphs 31 – 34

77. The Opponent’s responses in these paragraphs consist almost entirely of blanket denials, without any supporting facts, evidence, or reasoning. As noted earlier in Replies to Paragraphs 1–5 and 19–22, mere denial does not rebut documented, verifiable facts. **Disbelief is not evidence**; it simply reflects an unwillingness to engage with the Applicant’s clearly established record of independent creation and honest adoption of the mark CANVASBAY.
78. The Opponent’s statement— *“It is denied that the Applicant conceived, coined or adopted the Impugned Mark in the year 2022”*—has already been addressed. The Applicant’s timeline of adoption is a matter of record, supported by domain registration/WHOIS records, the website screenshot, catalogue showing art products, and initial sales invoices all corroborate adoption and use beginning in 2022 (*Refer to Annexures A-1, A-2, A-3 and A-4*). Denying a dated and documented fact does not create a dispute.
79. Similarly, the Opponent’s assertion— *“It is denied that the Impugned Mark is a unique term utilised by the Applicant to denote or represent the bona fide intent of the Applicant”*—**ignores the clear explanation** already provided in the Counter-Statement, and further elaborated in this affidavit under *How We Coined the Term ‘Canvasbay’*, as well as in Replies to Paragraphs 23–25. **The term reflects the nature and focus of our business**; that position has been substantiated repeatedly.

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80. The further claim that our averments “*hold no merit*” and are “*self-serving*” merely restates disagreement, not counter-argument. As noted earlier in Replies to Paragraphs 6–11, the Applicant’s evidence-based submissions cannot be dismissed by unsupported assertions.
81. The Opponent’s final denial—“*It is denied that the Impugned Mark has its unique way of representation... It is denied that the Impugned Mark is not similar to the Opponent’s Well-Known Earlier Mark*”—is equally unsubstantiated. **Canvasbay** was conceived transparently and in good faith, with a clear and documented connection between the name and the **Applicant’s line of business**. Nothing in these paragraphs addresses the distinctions already established in Preliminary submissions, and in Replies to Paragraphs 12–18 and 26–30, where the visual, phonetic, conceptual, and commercial differences between the marks were set out in detail.
82. The Opponent’s contention that “BAY is arbitrary and distinctive to the Opponent alone” is incorrect and historically misplaced. As set out in the Preliminary Submissions under “*Descriptive Origins of eBay*,” the element “**eBay**” **itself** traces to a geographic/descriptive origin (Echo Bay) and the generic “e-” convention of the internet era; this origin is documented in public records and source material (refer to **Annexure A-7**). Separately, the registry record and market reality show decades of “Bay”-formative marks across sectors in India and globally (see **Annexures A-10, A-16 and A-17**). **Taken together**, the evidence demonstrates that “Bay” functions as a descriptive suffix in commerce — and that CANVASBAY, considered as a whole, is independently created and not deceptively similar under Section 11.
83. The examples offered by the Applicant to illustrate coexistence of common linguistic elements—Dropbox/Terabox, BigCommerce/WooCommerce, SoundCloud/MixCloud—remain valid and were already addressed **earlier**; they stand unrefuted because they illustrate a fundamental principle of trademark law: distinctiveness arises from the mark **as a whole**, not from ordinary words (see “*The Common Meaning of ‘Bay’ and Its Relevance to Canvasbay*” in this affidavit above).
84. The Opponent also mischaracterises our reliance on honest adoption. As clarified in Reply to Paragraphs 26–30, there is no inconsistency between asserting honest adoption and asserting dissimilarity. Section 12 is a protective provision—not a concession—and our primary case rests squarely on the clear distinctions between the two marks in appearance, concept, consumer base, and trade channel.
85. In sum, Paragraphs 31–34 add no new contention. They repeat the same premise that reputation equals ownership, a position already addressed comprehensively in earlier sections. Trademark law does not grant monopoly over common language, nor does it elevate unfounded denials to probative evidence.

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By every relevant measure—distinctiveness, intention, marketplace perception, and legal standard—CANVASBAY is an independently adopted, descriptive, and non-infringing mark.

III-I. Reply to Paragraphs 35 – 36

86. The Opponent’s denial of our honest adoption and use is not supported by a single fact or piece of evidence. Mere disbelief does not displace documented fact. We have already demonstrated that Canvasbay was independently conceived in 2022 after thorough availability searches, domain registration, and brand design planning. Our choice of mark was deliberate, **purpose-driven**, and aligned with the **natural meaning** of the words themselves: a Canvas representing art, and a Bay representing a space or compartment for it.
87. The repeated question of *why the Applicant adopted the word “Bay”* has already been addressed in the Preliminary Section *“How We Coined the Term Canvasbay”* and in Replies to Paragraphs **23–25**. The term “Bay” was selected for its ordinary descriptive meaning — a space or compartment — consistent with its long-standing commercial usage. Its presence in **hundreds** of Indian and international marks (*Annexures A-10, A-16 and A-17*) **reinforces** that it is a common linguistic element, **not an** exclusive asset of the Opponent.
88. The suggestion that CANVASBAY was inspired by EBAY is speculative and contrary to the record. Searches for “Canvasbay” in the Indian Registry **return only** the Applicant’s mark (*Annexure A-15*), while searches for “Canvas” or “Bay” individually return hundreds of entries. **This further confirms** that CANVASBAY as a whole is original and distinctive — and that “Bay” itself is not exclusive — a principle already established in Replies to Paragraphs 6–11 and 26–30.
89. The further allegation that the Applicant lacked good faith is unfounded. The Applicant has traded openly under the mark, filed transparently, and developed a brand identity entirely dissimilar to the Opponent’s — as detailed in Replies to Paragraphs 12–18 and 26–30. The Applicant’s **typography, colours, and presentation** bear no resemblance to the Opponent’s stylised multicolour design. **No evidence of imitation has been shown.**
90. The Opponent’s statement that it *“denies use for want of knowledge”* cannot displace publicly verifiable fact. The Applicant’s website, invoices, domain history, and customer orders confirm active and continuous use of the mark in commerce. A denial of knowledge is not a rebuttal.


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91. In essence, Paragraphs 35–36 contain no new argument; they merely reiterate unsupported assertions already addressed in detail across earlier sections. The record demonstrates honest adoption, independent creation, and lawful use. The Opponent, by contrast, offers only conjecture. On the evidence, CANVASBAY stands as a bona fide and non-infringing mark under the Trade Marks Act, 1999.

III-J. Replies to Paragraph 37

92. The allegation of “clever omission” is misplaced. The Applicant did not reproduce the full statutory wording of Class 35 because the relevant test is how the marks are **perceived** by ordinary consumers, not by reference to the NICE Classification or registry templates. Consumers do not assess businesses through 600-word classification recitals; they understand a platform by the goods it offers and the experience it presents. As explained earlier in Replies to Paragraphs 23–25 and 26–30, Canvasbay is a curated art-focused marketplace, whereas the Opponent operates a general, multi-category trading platform.
93. The Registry descriptions relied upon by the Opponent are standardised boilerplate used across countless Class 35 filings. Their breadth is a feature of the classification system, not a reflection of commercial reality. For the purposes of clarity, and to assist the Registry with the **consumer facing assessment** required under trademark law, the Applicant has now expanded the simplified business description originally provided in the Counter Statement.

APPLICANT	OPPONENT
<p>“Canvasbay”</p> <p>On-line ordering services which are related to arts, prints, wall arts and paintings only.</p>	<p>“eBay”</p>  <p>Online marketplace for toothbrushes, phones, cameras, clothes, footwear, soaps, headphones, chargers, refrigerators, laptops, helmets, watches, perfumes, bags, cables, toys, jewellery, auto parts, sporting goods, books, household fixtures, kitchen appliances, replacement parts, gardening tools, gaming consoles, and dozens more unrelated product categories — including bicycles, as shown in their own <u>Annexure X</u>.</p>



This is the true comparison, because **this is what the public actually sees**. What the Opponent filed in its evidence — a 600-word boilerplate recital covering every conceivable Class 35 permutation — is not a business description; it is statutory padding routinely used across e-commerce filings. The omission they allege is therefore not the omission of substance, but the omission of registry jargon **that no consumer ever sees**.

94. The Opponent's attempt to treat the presence of artwork on its platform as evidence of similarity is misconceived. A platform that sells nearly every imaginable product cannot transform itself into an "art marketplace" merely because a subsection of it contains scattered art listings. A shopping mall that stocks a single lipstick does not become a "*lipstick business*," and a sprawling general bazaar that sells *everything from toothbrushes to tyres* does not become an "*art marketplace*" by hosting a stray listing. Canvasbay is a curated, art-focused marketplace by design and identity. eBay is a general retail marketplace without specialization.
95. Furthermore, The Opponent's own evidence (*Annexure X*), which **prominently** features bicycles, only underscores the gulf between the parties' business models. The Opponent sells everything; the Applicant operates in a defined, creative niche. The Opponent's reliance on this document inadvertently **reinforces** the Applicant's case.
96. The Opponent's invocation of the anti-dissection principle is misplaced. That doctrine applies to contrived or invented marks where one dominant element may need to be identified for comparison; it does not justify the artificial dissection of a plainly descriptive composite to manufacture resemblance. CANVASBAY is a transparent combination of two ordinary English words — "CANVAS," describing the goods, and "BAY," denoting a place or marketplace — whose distinctiveness, to the extent it exists, lies only in the combination as a whole. Under Section 17, the comparison must be of the marks in their entirety and in their commercial context. **Viewed as a whole, there is no visual, phonetic, or conceptual proximity to EBAY.** Treating the common, descriptive suffix "bay" as dispositive would defeat the very rule the Opponent invokes.
97. The Opponent's attempt to dismiss the UKBAY and SPORTBAY precedents as "territorially irrelevant" is misplaced. These cases involved BAY-formative marks opposed by the **same** Opponent, where the foreign authorities **declined to grant eBay exclusivity** and permitted coexistence in the marketplace. The Applicant does not rely on these decisions as binding law, but to illustrate a consistent judicial principle: **not every** BAY-formative mark suggests eBay, nor does the Opponent possess a monopoly over a common English word.

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98. If the Opponent now contends that foreign jurisprudence is *irrelevant* to these proceedings, then by parity of reasoning, the very decisions relied upon by them in paragraph 19 and Annexure V—which **also** arise from foreign jurisdictions—must equally be disregarded. It is inconsistent to treat cross-border precedents as “*irrelevant*” when cited by the Applicant, yet “*persuasive*” when relied upon by the Opponent. The Applicant’s references were not to import foreign law but to illustrate judicial reasoning recognising that not all BAY-formative marks are deceptive or infringing. Certain BAY marks were refused in the past because they attempted to replicate elements of the Opponent’s trade dress — a circumstance **entirely absent here**. CANVASBAY is a neutral, independently conceived mark, distinct in idea, appearance, and intent.
99. The argument that “average consumers focus on similarity” disregards the statutory requirement under Section 11 to establish a likelihood of confusion in real trade conditions. As demonstrated throughout this affidavit, there is no evidence — not a single instance — of confusion between Canvasbay and eBay, either in India or internationally. Consumers are **fully capable** of distinguishing between a global general-purpose marketplace and a specialised platform for artistic wall décor.
100. Finally, the allegation of “dishonest adoption” remains unsupported by any fact. The Applicant’s adoption was documented, transparent, and rooted in the descriptive meaning of the words used. The brand identity, domain history, and commercial conduct outlined in Replies to Paragraphs 1–5, 12–18, and 35–36 collectively confirm good-faith use. The Opponent’s assertions substitute presumption for proof. Trademark law does not protect dominance over vocabulary; it protects distinctiveness and prevents deception. On those principles, Canvasbay remains **wholly compliant** with the Trade Marks Act, 1999.

III-K. Replies to Paragraphs 38–42

101. The Opponent’s submissions in these paragraphs add no substantive material beyond what has already been addressed in Replies to Paragraphs 1–5, 12–18, and 26–30. Repetition does not strengthen a claim, and the Applicant’s evidence of honest adoption, independent creation, and clear market distinction remains uncontroverted.
102. The assertion that the opposition is supported by “irrefutable evidence” is incorrect. The Opponent’s documents consist largely of corporate publicity, revenue figures, and global accolades — none of which establish any likelihood of confusion with CANVASBAY under the Trade Marks Act, 1999. Fame does not convert descriptive matter into proprietary rights. As demonstrated extensively in Replies to Paragraphs 6–11 and 23–25, the term “Bay” is a common linguistic element used by hundreds of businesses in India and abroad, and the Opponent has never held exclusive rights over it. Mere reiteration of reputation cannot create a monopoly where the law does not provide one.



103. The suggestion that citing Section 12 reflects inconsistency is also misplaced. The Applicant has never admitted similarity. Section 12 was invoked purely in the alternative — a routine, precautionary pleading. The Applicant’s primary case has been consistent throughout: the marks differ in appearance, idea, purpose, and consumer perception.
104. The allegation that the Applicant is “playing foul” is unfounded and inappropriate. As already established in Replies to Paragraphs 31–34, the Applicant is a bona fide proprietor under Section 18(1), having independently adopted the mark, developed its branding transparently, and placed its use on record through domain registration, customer invoices, and marketplace evidence.
105. The Opponent’s claim that the services are “identical or overlapping” merely because both parties fall within Class 35 misstates the law. Classification is administrative. The correct inquiry concerns **the actual nature of trade and consumer perception**. As demonstrated earlier (Replies to Paragraphs 12–18 and 26–30, and 37), eBay operates as a vast general marketplace spanning countless unrelated product categories such as electronics, auto parts, household goods, and fashion accessories, whereas Canvasbay is a specialised, curated platform devoted exclusively to wall art and artistic prints. The fact that both operate online does not collapse this distinction — no more than BeautyBay, UnionBay, and TheBay become identical businesses merely because each participates in online commerce. Their sectors, audiences, and commercial propositions are **entirely different**.
106. The suggestion that refusal will not prejudice the Applicant ignores commercial reality. Compelling a young, bona fide business to abandon its independently created mark, despite clear distinctiveness and honest use, is precisely the type of unfair outcome the Trade Marks Act, 1999 seeks to avoid through its provisions on honest adoption, fair competition, and contextual assessment of similarity.
107. The allegations of bad faith again collapse for want of evidence. As set out throughout this affidavit, the Applicant’s conduct has been transparent, consistent, and verifiable. The Opponent relies solely on the presence of the ordinary word “Bay,” which, as shown through *Annexures A-10, A-16, A-17* and the registry extracts, is a public-domain term used legitimately by numerous proprietors (e.g., KitchenBay, BricBay, StyleBay, ArtBay, TechBay). Even the Opponent’s own origin story — tracing “eBay” to Echo Bay and the generic “e-” internet prefix — **confirms that “Bay” was neither coined nor distinctive to it**.
108. For all the reasons detailed above and in earlier replies, the Opponent’s prayers are unsustainable. The case rests on exaggerated assertions of distinctiveness, unsupported allegations of dishonesty, and a speculative theory of dilution that finds no support in evidence or marketplace conduct. CANVASBAY is a bona fide, independently conceived mark, and operates in a distinct commercial sphere.

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109. Accordingly, the Applicant respectfully prays that:

1. The present opposition be **dismissed in its entirety**;
2. The Applicant's mark **CANVASBAY** in Class 35 be permitted to proceed to registration; and
3. The Hon'ble Registrar be pleased to award **appropriate costs** to the Applicant for defending against an unfounded and repetitive opposition.

Epic Commerce Pvt. Ltd.



24/11/2025
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Director

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VERIFICATION

I, Aditya Singh, Director of Epic Commerce (OPC) Private Limited, the Applicant above-named, do hereby verify that:

The statements contained in *Paragraphs A to E, and Paragraphs 1 to 108* of this affidavit are based on the best of my knowledge, the Applicant's business records, and publicly available material.

For clarity:

- *Paragraphs 1 to 9* are based on the Applicant's operational records and publicly accessible information;
- *Paragraphs 10 to 33* comprise the Applicant's Preliminary Submissions based on facts, documents, industry practice, and materials that are publicly verifiable;
- *Paragraphs 34 to 108* contain the Applicant's paragraph-wise replies to the Opponent's affidavit, based on the Applicant's records, factual material, and my knowledge of the business.

To the best of my knowledge and understanding, the statements contained in all the aforesaid paragraphs are true and correct.

Paragraph 109 contains the Applicant's prayer to this Hon'ble Registry.

The *Annexures* annexed hereto are true copies of the documents they purport to represent.

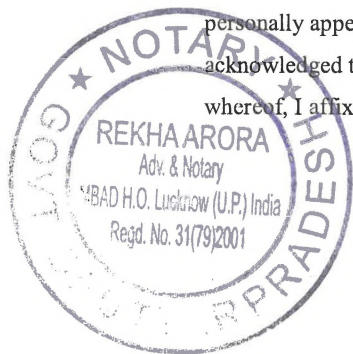
Verified at Lucknow, Uttar Pradesh, on this 25th day of November, 2025.



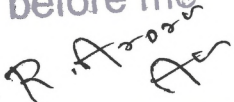
DEPONENT

Lucknow, Uttar Pradesh

On this 25th day of November, 2025, before me Rekha Arora the undersigned Notary Public, personally appeared Aditya Singh who was identified to me on the basis of satisfactory evidence and acknowledged that he has voluntarily signed and executed the foregoing document for the purposes stated therein. In witness whereof, I affix my signature and seal.



Sworn & Verified
before me



Rekha Arora
Adv & Notary
Lucknow (U P) India
Regd No 31(79)2001

I Identify the deponent/executor/surety
has signed/Put TI before

