

ADMINISTRATIVE PANEL DECISION

Lendlease Corporation Limited v. Privacy service provided by Withheld for Privacy ehf / Victor Chuks
Case No. D2022-1563

1. The Parties

The Complainant is Lendlease Corporation Limited, Australia, represented by CSC Digital Brand Services Group AB, Sweden.

The Respondent is Privacy service provided by Withheld for Privacy ehf, Iceland / Victor Chuks, Nigeria.

2. The Domain Name and Registrar

The disputed domain name <lend-lease.ltd> (the “Disputed Domain Name”) is registered with NameCheap, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on April 29, 2022. On April 29, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On April 29, 2022, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Disputed Domain Name which differed from the named Respondent and contact information in the Complaint. The Center sent an email communication to the Complainant on May 3, 2022, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on May 5, 2022.

The Center verified that the Complaint together with the amended Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on May 5, 2022. In accordance with the Rules, paragraph 5, the due date for Response was May 25, 2022. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on May 27, 2022.

The Center appointed Lynda M. Braun as the sole panelist in this matter on June 3, 2022. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

4. Factual Background

Established in Australia in 1958, the Complainant is a real estate and investment group with expertise in shaping cities and creating strong and connected communities. Headquartered in Sydney, Australia, the Complainant operates in Australia, Europe, the Americas and Asia. For more than 60 years, the Complainant has been entrusted with many projects of public, cultural and social significance, including the construction of the Sydney Opera House, creation of the National September 11 Memorial & Museum in New York, and restoration and renovation of historic buildings, such as London's Tate Britain and National Theatre.

The Complainant owns the following registered trademarks: LEND LEASE, Australia Registration No. 650313, registered on July 20, 1994, in international classes 35, 36, 37, 41 and 42; LEND LEASE, United Kingdom Registration No. 00002007992, registered on December 26, 1997, in international classes 35, 36, 37 and 42; LEND LEASE, United States Registration No. 2,565,547, registered on April 30, 2002, in international class 35, 36 and 42; LEND LEASE, European Union Trademark Registration No. 000225458, registered on September 26, 2002, in international class 42; and LENDLEASE, International Trademark Registration No. 1275185, registered on May 22, 2015, in international classes 19, 35, 36, 37, 42, and 43 (hereinafter collectively referred to as the "LEND LEASE Mark"). The Complainant's LEND LEASE Mark has enjoyed a high degree of fame and reputation worldwide.

In addition, the Complainant owns the domain name <lendlease.com>, which resolves to the Complainant's official website at "www.lendlease.com".

The Disputed Domain Name was registered on October 18, 2021 and resolves to the Respondent's website at "www.lend-lease.ltd". The Respondent purports to operate as a financial investment company. On the website's "About Us" page, the Respondent claims to provide services for cryptocurrency trading and commodity exchange, where a link on that page redirects Internet users to a copy of a Certificate of Incorporation of "LEND LEASE (E&C) OVERRIDING LEASE COMPANY LIMITED", a company that no longer exists, but was related to the Complainant.

The Complainant submitted an abuse report to the Registrar on January 18, 2022, stating that the Disputed Domain Name infringed the Complainant's trademark and demanded that it cease and desist the use of the Disputed Domain Name. The Registrar confirmed receipt of the Complainant's abuse report on February 8, 2022 and stated that it would forward the report to the registrant of the Disputed Domain Name. The Complainant, however, never received a response from the Respondent.

5. Parties' Contentions

A. Complainant

The following are the Complainant's contentions:

- the Disputed Domain Name is confusingly similar to the Complainant's trademark;
- the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name; and
- the Disputed Domain Name was registered and is being used in bad faith.

The Complainant seeks the transfer of the Disputed Domain Name from the Respondent to the Complainant in accordance with paragraph 4(i) of the Policy.

B. Respondent

The Respondent did not reply to the Complainant's contentions.

6. Discussion and Findings

In order for the Complainant to prevail and have the Disputed Domain Name transferred to the Complainant, the Complainant must prove the following (Policy, paragraph 4(a)(i-iii)):

(i) the Disputed Domain Name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and

(ii) the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name; and

(iii) the Disputed Domain Name has been registered and is being used in bad faith.

A. Identical or Confusingly Similar

Paragraph 4(a)(i) of the Policy requires a two-fold inquiry: a threshold investigation into whether a complainant has rights in a trademark, followed by an assessment of whether the disputed domain name is identical or confusingly similar to that trademark. The Panel concludes that in the present case, the Disputed Domain Name is confusingly similar to the LEND LEASE Mark.

It is uncontroverted that the Complainant has established rights in the LEND LEASE Mark based on its numerous years of use as well as its registered trademarks for the LEND LEASE Mark in numerous jurisdictions worldwide. The consensus view is that "registration of a mark is *prima facie* evidence of validity, which creates a rebuttable presumption that the mark is inherently distinctive". See *CWI, Inc. v. Domain Administrator c/o Dynadot*, WIPO Case No. [D2015-1734](#). The Respondent has not rebutted this presumption, and therefore the Panel finds that the Complainant has rights in the LEND LEASE Mark. Moreover, the registration of a mark satisfies the threshold requirement of having trademark rights for purposes of standing to file a UDRP case. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 1.2.1. Thus, the Panel finds that the Complainant has rights in the LEND LEASE Mark.

The Disputed Domain Name consists of the LEND LEASE Mark, with the words "lend" and "lease" joined by a hyphen, and then followed by the generic Top-Level Domain ("gTLD") ".ltd". It is well established that a domain name that wholly incorporates a trademark may be deemed confusingly similar to that trademark for purposes of the Policy where the trademark is recognizable. Moreover, it is well recognized that a disputed domain name that incorporates a trademark may be confusingly similar to that trademark for purposes of the Policy despite the addition of a hyphen. The presence or absence of punctuation marks such as hyphens cannot on their own avoid a finding of confusing similarity. See *Six Continents Hotels, Inc. v. Helen Siew*, WIPO Case No. [D2004-0656](#).

Finally, the addition of a gTLD such as ".ltd" in a domain name is technically required. Thus, it is well established that such element may typically be disregarded when assessing whether a domain name is identical or confusingly similar to a trademark. See *Proactiva Medio Ambiente, S.A. v. Proactiva*, WIPO Case No. [D2012-0182](#); and [WIPO Overview 3.0](#), section 1.11. Thus, the Panel finds that the Disputed Domain Name is confusingly similar to the Complainant's LEND LEASE Mark.

Accordingly, the Panel finds that the first element of paragraph 4(a) of the Policy has been met by the Complainant.

B. Rights or Legitimate Interests

Under the Policy, a complainant has to make out a *prima facie* case that the respondent lacks rights or legitimate interests in the disputed domain name. Once such a *prima facie* case is made, the respondent carries the burden of production of evidence that demonstrates rights or legitimate interests in the disputed domain name. If the respondent fails to do so, the complainant may be deemed to have satisfied paragraph 4(a)(ii) of the Policy. See [WIPO Overview 3.0](#), section 2.1.

There is no evidence in the record suggesting that the Respondent has rights or legitimate interests in the Disputed Domain Name. The Complainant has not authorized, licensed, or otherwise permitted the Respondent to use the Complainant's LEND LEASE Mark. There is also no evidence that the Respondent is commonly known by the Disputed Domain Name or by any similar name or that the Respondent has made any demonstrable preparations to use the Disputed Domain Name in connection with a *bona fide* offering of goods or services. Moreover, the Complainant does not have any business relationship with the Respondent, and there is no evidence to support that the use made of the Disputed Domain Name to resolve to a cryptocurrency investment website is part of a legitimate business, the Panel finds that the Respondent is not making a *bona fide* offering of goods or services nor making a legitimate noncommercial or fair use of the Disputed Domain Name. Moreover, the Respondent's use of false and misleading information on the Disputed Domain Name's resolving website cannot confer any rights or legitimate interests in the Disputed Domain Name. See *Bytedance Ltd. v. Registration Private, Domains By Proxy, LLC / Lê Van Luong, Cong ty TNHH Thuong Mai NNA Viet Nam*, WIPO Case No. [D2020-3219](#) ("The Panel finds that the Respondent has intentionally registered the Domain Name for the purpose of making illegitimate or unfair use of the Trademark by misleading Internet users who are seeking information about the Complainant's products or services.").

Furthermore, the composition of the Disputed Domain Name, comprising the entirety of the LEND LEASE Mark, albeit joined with a hyphen, carries a risk of implied affiliation and cannot constitute fair use here, as it effectively suggests sponsorship or endorsement by the Complainant. The Panel also notes that the term "ltd", an abbreviation of "Limited", is the legal form of the Complainant. When used as a gTLD in the Disputed Domain Name together with the LEND LEASE Mark, even when the words are joined with a hyphen, such use could easily suggest to Internet users that the website to which they have arrived is affiliated with, sponsored, or endorsed by the Complainant. See [WIPO Overview 3.0](#), section 2.5.1.

In sum, the Panel finds that the Complainant has made out a *prima facie* case that the Respondent has no rights or legitimate interests in the Disputed Domain Name. The Respondent has not submitted any substantive arguments or evidence to rebut the Complainant's *prima facie* case. As set forth above, the Panel determines that the Respondent does not have rights or legitimate interests in the Disputed Domain Name.

Accordingly, the Panel finds that the second element of paragraph 4(a) of the Policy has been met by the Complainant.

C. Registered and Used in Bad Faith

The Panel finds that, based on the record, the Complainant has demonstrated the existence of the Respondent's bad faith pursuant to paragraph 4(b) of the Policy as set forth below.

First, based on the circumstances here, the Panel concludes that the Respondent registered and is using the Disputed Domain Name in bad faith in an attempt to attract Internet users to the Respondent's website by creating a likelihood of confusion with the Complainant's LEND LEASE Mark as to the source, sponsorship, affiliation or endorsement of the Disputed Domain Name's resolving website. The Respondent's registration and use of the Disputed Domain Name indicate that such registration and use have been done for the specific purpose of trading on the name and reputation of the Complainant and its LEND LEASE Mark. See *Madonna Ciccone, p/k/a Madonna v. Dan Parisi and "Madonna.com"*, WIPO Case No. [D2000-0847](#) ("[t]he only plausible explanation for Respondent's actions appears to be an intentional effort to trade upon the

fame of Complainant's name and mark for commercial gain").

Second, the registration of a domain name that reproduces a trademark in its entirety (being identical or confusingly similar to such trademark) by an individual or entity that has no relationship to that mark, without any reasonable explanation on the motives for the registration, may be suggestive of opportunistic bad faith. See *Ebay Inc. v. Wangming*, WIPO Case No. [D2006-1107](#); *Veuve Clicquot Ponsardin, Maison Fondée en 1772 v. The Polygenix Group Co.*, WIPO Case No. [D2000-0163](#).

Third, the Disputed Domain Name was registered long after the Complainant first began using its LEND LEASE Mark. The Panel finds it likely that the Respondent had the Complainant's LEND LEASE Mark in mind when registering the Disputed Domain Name, demonstrating bad faith.

In this case, the Panel concludes that the Respondent is using the Disputed Domain Name for an illegitimate purpose that demonstrates knowledge of the Complainant's trademark rights and a bad faith intent to register and use the Disputed Domain Name. By using the LEND LEASE Mark with the gTLD ".ltd", it is evident that the Respondent had knowledge of the Complainant, its business, and its LEND LEASE Mark when registering the Disputed Domain Name. Further, where the Disputed Domain Name's resolving website provides investment services, and includes a link to a copy of a Certificate of Incorporation that belongs to a company related to the Complainant, it defies common sense to believe that the Respondent coincidentally selected the Disputed Domain Name without any knowledge of the Complainant and its trademark. See *Asian World of Martial Arts Inc. v. Texas International Property Associates*, WIPO Case No. [D2007-1415](#). In light of the circumstances in this case, it is not possible to conceive of a plausible situation in which the Respondent would have been unaware of the Complainant's LEND LEASE Mark at the time the Disputed Domain Name was registered. See *Telstra Corporation Limited v. Nuclear Marshmallows*, WIPO Case No. [D2000-0003](#).

Finally, the lack of response by the Respondent to the abuse report submitted by the Complainant and forwarded by the Registrar to the Respondent supports a finding of bad faith. Past UDRP panels have held that failure to respond to a demand letter may be considered a factor in finding bad faith registration and use of a domain name. See *Encyclopaedia Britannica, Inc. v. John Zuccarini and The Cupcake Patrol a/k/a Country Walk a/k/a Cupcake Party*, WIPO Case No. [D2000-0330](#).

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the Disputed Domain Name <lend-lease.ltd> be transferred to the Complainant.

/Lynda M. Braun/

Lynda M. Braun

Sole Panelist

Date: June 13, 2022