

ADMINISTRATIVE PANEL DECISION

Rillius Holding Limited v. ishu sahu

Case No. D2022-2897

1. The Parties

The Complainant is Rillius Holding Limited, Cyprus, represented by Olha Tretelnytska, Ukraine.

The Respondent is ishu sahu, India.

2. The Domain Name and Registrar

The disputed domain name <parimatchbook11.com> (the “Domain Name”) is registered with BigRock Solutions Pvt Ltd. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on July 20, 2022. On August 8, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name. On August 9, 2022, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Domain Name which differed from the named Respondent and contact information in the Complaint. The Center sent an email communication to the Complainant on August 10, 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 amendment to the Complaint on the same date.

The Center verified that the Complaint together with the amendment to the 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 August 11, 2022. In accordance with the Rules, paragraph 5, the due date for Response was August 31, 2022. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on September 2, 2022.

The Center appointed Ian Lowe as the sole panelist in this matter on September 20, 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

The Complainant is a company whose address is in Limassol, Cyprus. The Complaint gives no details of the company or its history but includes the phrase "...the Complainant's trademarks are used mostly for the provision of the [*sic*] gambling services in various countries (under the trademark licenses granted by the Complainant.)". The Complaint also exhibits copies of three web pages taken from "https://pm.ua", "https://parimatch.com.cy/en" and "https://parimatch.kz/kk/". These are entirely unreferenced in the Complaint save that the List of Annexes refers to them as "Complainant's licensees' and franchisees' websites". Each includes in the header the mark PARI MATCH. The .ua and .kz web pages are in what appears to be Cyrillic script and apparently feature sporting events and links to gaming applications. The .cy web page is in English and features references to various sports.

The Complainant is the proprietor of a number of registered word and device marks comprising PARIMATCH including Ukraine trademark number 291494 PARIMATCH registered on February 3, 2021, and International trademark number 1630588 PARIMATCH registered on August 17, 2021, designating a number of territories including India.

The Domain Name was registered on June 14, 2022. It does not presently resolve to an active website, but the Complaint states that (presumably at the time of preparation of the Complaint) "...the website accessible using the [Domain Name] is a gambling website where gambling services...[*sic*]" It also states that "the [Domain Name] is used for the offering of the services identical to these provided under the Complainant's trademarks" and that "the Complainant's trademarks ... are being used on the website without authorization...".

Unhelpfully, the Complainant does not exhibit copies of the offending web pages, but merely states that "...these facts...may be confirmed through examination of the website accessible using the [Domain Name]...". As stated above, the website is no longer accessible.

5. Parties' Contentions

A. Complainant

The Complainant contends that the Domain Name is confusingly similar to its PARIMATCH trademark (the "Mark"), that the Respondent has no rights or legitimate interests in respect of the Domain Name, and that the Respondent registered and is using the Domain Name in bad faith within the meaning of the Policy.

B. Respondent

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

6. Discussion and Findings

For this Complaint to succeed in relation to the Domain Name the Complainant must prove that:

- (i) the 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 Domain Name; and

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

A. Identical or Confusingly Similar

The Complainant has uncontested rights in the Mark by virtue of its trademark registrations. Ignoring the generic Top-Level Domain (“gTLD”) “.com”, the Domain Name comprises the entirety of the Mark with the addition of the term “book11”. In the view of the Panel, the addition of this term does not prevent a finding of confusing similarity between the Mark and the Domain Name. Accordingly, the Panel finds that the Domain Name is confusingly similar to a trademark in which the Complainant has rights.

B. Rights or Legitimate Interests

The Complainant has made out a *prima facie* case that the Respondent could have no rights or legitimate interests in respect of the Domain Name. The Respondent is not authorized by the Complainant to use the Domain Name. The Complainant has alleged that the Respondent has not used the Domain Name in connection with a *bona fide* offering of goods or services, but rather has used it for a website featuring the Mark and providing gambling services identical to those provided by the Complainant and its licensees. It is unhelpful that the Complainant has neither provided fuller details and coherent evidence of the services provided by the Complainant and its licensees, nor has it exhibited copies of the web pages previously said to have been available at the Domain Name.

Section 2.1 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”) notes, however, that “while the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the often impossible task of ‘proving a negative’”. Where, therefore, “a complainant makes out a *prima facie* case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name. If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element”.

Here, the Complaint is unsatisfactory in failing to provide the evidence indicated above that would have assisted its case. However, the Respondent has chosen not to respond formally to the Complaint or to take any steps to counter the *prima facie* case established by the Complainant. In the circumstances, the Panel is prepared to find that the Respondent does not have any rights or legitimate interests in respect of the Domain Name.

C. Registered and Used in Bad Faith

On the basis of the Complainant's bare assertions, the Respondent has used the Domain Name for a website providing gambling services featuring the Mark. Although the Complainant has not provided copies of web pages evidencing this assertion, the Domain Name includes the word “book” that does suggest a connection with “bookmakers” who take bets from gamblers. The Mark is a fanciful combination of terms that the Respondent has used to construct the Domain Name together with the word “book” and the number “11”. In the circumstances, with no response from the Respondent, the Panel is prepared to accept on the balance of probabilities that the Respondent did have the Complainant and its rights in the Mark in mind when it registered the Domain Name. On the Complainant's case, the Panel considers that the Respondent has registered and used the Domain Name to deceive Internet users into believing that the Domain Name is operated or authorized by the Complainant, and to attract Internet users by creating a likelihood of confusion with the Mark, with a view to making commercial gain from gambling services. The Panel considers that this amounts to bad faith registration and use.

While the Domain Name may not currently resolve to an active website, passive holding of a domain name does not prevent a finding of bad faith, as noted in Section 3.3 of the [WIPO Overview 3.0](#). In addition, the Respondent has provided seemingly false contact information (in light of the courier's inability to deliver the Center's written communication), which further supports a finding of bad faith registration and use.

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 Domain Name, <parimatchbook11.com>, be transferred to the Complainant.

/Ian Lowe/

Ian Lowe

Sole Panelist

Date: October 3, 2022