

ADMINISTRATIVE PANEL DECISION

Credit Industriel et Commercial S.A., Confederation Nationale du Credit Mutuel v. Host Master, 1337 Services LLC
Case No. D2023-0198

1. The Parties

The Complainants are Credit Industriel et Commercial S.A. and Confederation Nationale du Credit Mutuel, France, represented by MEYER & Partenaires, France.

The Respondent is Host Master, 1337 Services LLC, Saint Kitts and Nevis.

2. The Domain Names and Registrar

The disputed domain names <cic-annulation-paiement.com> and <cred-mutuel-annulation.com> are registered with Tucows Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on January 16, 2023. On January 16, 2023, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On January 17, 2023, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain names which differed from the named Respondent and contact information in the Complaint. The Center sent an email communication to the Complainants on January 18, 2023, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainants to submit an amendment to the Complaint. The Complainants filed an amended Complaint on January 23, 2023.

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 January 24, 2023. In accordance with the Rules, paragraph 5, the due date for Response was February 13, 2023. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on February 16, 2023.

The Center appointed Reynaldo Urriaga Escobar as the sole panelist in this matter on February 21, 2023. 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.

The proceeding is conducted in English, this being the language of the disputed domain names' registration agreement, as confirmed by the Registrar.

4. Factual Background

The Complainants are both part of the same banking group known as CREDIT MUTUEL ALLIANCE FEDERAL.

The first Complainant Credit Industriel et Commercial S.A. ("CIC") is France's oldest deposit bank, set up in 1859 by an imperial decree of Napoleon III.

CIC has evolved into a technologically advanced bank with operations built around five areas of activity: retail banking, corporate banking, capital markets, private banking, and private equity.¹

CIC has more than 4,7 million customers, over 2,000 branches in France and 38 representative offices abroad.

CIC owns French trademark registration 1358524 for C.I.C., registered on November 21, 1986; and European trademarks 005891411 and 11355328 for CIC, registered on March 5, 2008, and March 26, 2013, respectively.

The second Complainant Confederation Nationale du Credit Mutuel ("CNCM") is the political and central body of the banking group CREDIT MUTUEL, which in turn is France's second largest banking and insurance services group serving 12 million customers through a network of 3,178 branches.

CNCM owns French trademark registrations 1475940 and 1646012 for CREDIT MUTUEL, registered on December 30, 1988, and July 26, 1991, respectively; European trademark 016130403 for CRÉDIT MUTUEL, registered on June 1, 2017; and the international trademark registration 570182 for CRÉDIT MUTUEL, registered on May 17, 1991.

The disputed domain names <cred-mutuel-annulation.com> and <cic-annulation-paiement.com> were registered by the Respondent on October 6, 2022, and October 7, 2022, respectively, having since been shown to be inactive.

5. Parties' Contentions

A. Complainants

In the Complaint, it is submitted that:

- (i) The well-known character of the CIC trademarks has been recognized by UDRP Panels in *Credit Industriel et Commercial S.A., Banque Fédérative du Credit Mutuel v. Headwaters MB*, WIPO Case No. [D2008-1892](#), *Credit Industriel et Commercial S.A. v. Jeongyong Cho*, WIPO Case No. [D2013-1263](#), and *Credit Industriel et Commercial S.A. v. Mao Adnri*, WIPO Case No. [D2013-2143](#);

¹ CIC's 2021 Financial Report posted on "www.cic.fr".

- (ii) The CREDIT MUTUEL trademark was held to be well known in *Confederation Nationale du Credit Mutuel v. Philippe Marie*, WIPO Case No. [D2010-1513](#);
- (iii) The CREDIT MUTUEL trademark is undoubtedly well known in the sense of article 6 bis of the Paris Union Convention;
- (iv) According to the French Ministry Order No. 58-966 of October 16, 1958, the use of CREDIT MUTUEL is reserved to the second Complainant in the instant administrative proceeding;
- (v) The disputed domain names are identical or at least confusingly similar to the CIC and CREDIT MUTUEL marks in which the Complainants have rights;
- (vi) The disputed domain name <cic-annulation-paiement.com> reproduces the CIC mark in its entirety, and the generic French terms “annulation” and “paiement”, which translate into English as “cancellation” and “payment”, are insufficient to distinguish the disputed domain name in point from the CIC mark;
- (vii) The disputed domain name <cred-mutuel-annulation.com> includes a misspelling of the CREDIT MUTUEL trademark, which in turn constitutes a typosquatting of the second Complainant’s trademark; giving rise to confusing similarity, per the Policy;
- (viii) The generic Top-Level Domain (“gTLD”) “.com” is to be ignored when comparing the disputed domain names to the CIC and CREDIT MUTUEL marks;
- (ix) The mere addition to the generic French term “annulation”, which translates into English as “cancellation”, is not enough to distinguish the disputed domain name <cred-mutuel-annulation.com> from the CREDIT MUTUEL mark;
- (x) The Respondent does not correspond to a natural person’s name but rather to a business name in the hosting/domain name/Internet business, which seems to be an attempt to hide the registrant’s identity;
- (xi) The Respondent is not related in any way to the Complainants’ businesses as it is not one of their agents nor does it carry out any activity for the Complainants;
- (xii) No license or authorization has been granted to the Respondent to make any use or apply for registration of the disputed domain names;
- (xiii) The disputed domain name’s inactivity cannot be considered a *bona fide* offering of goods or services pursuant to Policy paragraph 4(c)(i) nor a legitimate noncommercial or fair use pursuant to Policy paragraph 4(c)(iii);
- (xiv) The Respondent has never been known by the disputed domain names;
- (xv) The Respondent has registered the disputed domain names precisely because it knew the strong reputation and well-known character of the Complainants’ CIC and CREDIT MUTUEL marks;
- (xvi) The addition of generic words such as “annulation” and “paiement” strongly suggests a connection with the Complainants’ operations, and those words in combination with the CIC and CREDIT MUTUEL marks will be understood by users as the website enabling the cancellation of a payment made with an account linked to the Complainants;
- (xvii) The disputed domain names used to share the IP address with 31 other domain names, all of which incorporated a third-party’s well-known mark;

B. Respondent

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

6. Discussion and Findings

According to paragraph 4(a) of the Policy, in order to succeed in this administrative proceeding, the Complainants must prove that:

- (i) the disputed domain names are identical or confusingly similar to trademarks or service marks in which the Complainants have rights; and
- (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain names; and
- (iii) the disputed domain names were registered and are being used in bad faith.

These elements are discussed in turn below. In considering these elements, paragraph 15(a) of the Rules provides that the Panel shall decide the Complaint on the basis of statements and documents submitted and in accordance with the Policy, the Rules, and any other rules or principles of law that the Panel deems applicable.

A. Identical or Confusingly Similar

The first element has a low threshold merely serving as a gateway requirement under the Policy. See section 1.7 of the [WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition \("WIPO Overview 3.0"\)](#), elucidating that "the standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the complainant's trademark and the disputed domain name".

As explained in section 4 *supra*, the first Complainant owns French and European trademark registrations for C.I.C and CIC, which predate the Respondent's registration of the disputed domain name <cic-annulation-paiement.com> while the second Complainant owns international, French, and European trademark registrations for CREDIT MUTUEL, all of which predate the Respondent's registration of the disputed domain name <cred-mutuel-annulation.com>.

Pursuant to section 1.8 of the [WIPO Overview 3.0](#), "where the relevant trademark is recognizable within the disputed domain name, the addition of other terms (whether descriptive, geographical, pejorative, meaningless, or otherwise) would not prevent a finding of confusing similarity under the first element. The nature of such additional term(s) may however bear on assessment of the second and third elements".

The disputed domain name <cic-annulation-paiement.com> incorporates the CIC mark in its entirety.

The disputed domain name <cred-mutuel-annulation> reproduces most of the CREDIT MUTUEL mark to the point that it contains sufficiently recognizable aspects of the mark.

The Panel therefore finds that the disputed domain names <cic-annulation-paiement.com> and <cred-mutuel-annulation> are confusingly similar to the CIC and CREDIT MUTUEL marks in which the Complainants have rights.

Ultimately, the Complainants have fulfilled paragraph 4(a)(i) of the Policy.

B. Rights or Legitimate Interests

The second element under the Policy is that the Respondent has no rights or legitimate interests in respect of the disputed domain names (Policy, paragraph 4(a)(ii)). Paragraph 4(c) of the Policy provides that “any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate [the respondent’s] rights or legitimate interests to the domain name for purposes of paragraph 4(a)(ii):

- (i) before any notice to you [the respondent] of the dispute, your [the respondent’s] use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a *bona fide* offering of goods or services; or
- (ii) you [the respondent] (as an individual, business, or other organization) have been commonly known by the domain name, even if you [the respondent] have acquired no trademark or service mark rights; or
- (iii) you [the respondent] are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.”

As noted in section 2.1 of the [WIPO Overview 3.0](#), the onus is on the Complainants to establish the absence of the Respondent’s rights or legitimate interests in the disputed domain names. However, because of the inherent difficulties in proving a negative, the consensus view is that the Complainants need only put forward a *prima facie* case that the Respondent lacks rights or legitimate interests. The burden of production then shifts to the Respondent to rebut that *prima facie* case (see also, e.g., *World Wrestling Federation Entertainment, Inc. v. Ringside Collectibles*, WIPO Case No. [D2000-1306](#)).

The Complainants aver not to have authorized the Respondent to use their CIC, C.I.C., and CREDIT MUTUEL marks as a domain name or otherwise.

The Complainants also claim that the Respondent is not known by any of the disputed domain names.

The Panel lends credibility to these factual assertions, which at any rate remain uncontested by the Respondent.

Regardless, the disputed domain names’ inactivity does not allow the Panel to infer rights or legitimate interests accruing to the Respondent as said inactivity, in and of itself, does not equate to a *bona fide* offering of goods or services nor is it a legitimate noncommercial or fair use of the disputed domain names within the meaning of the Policy.

All in all, the Respondent’s misappropriation of the Complainants’ CIC and CREDIT MUTUEL marks, as found by the Panel in section 6C *infra*, precludes the Respondent from claiming rights or legitimate interests in the disputed domain names. See section 2.15 of the [WIPO Overview 3.0](#) (to support a claim to rights or legitimate interests under the UDRP, the use of a disputed domain name must in any event not be abusive of third-party trademark rights).

The Panel therefore finds that the Respondent lacks rights or legitimate interests in the disputed domain names within the realm of the Policy.

The Complainants have fulfilled the second limb of Policy, paragraph 4(a).

C. Registered and Used in Bad Faith

Pursuant to Policy, paragraph 4(a)(iii), in order to be granted relief, the Complainants must show that the disputed domain names were registered and are being used in bad faith.

Paragraph 4(b) of the Policy sets forth the following non-exhaustive grounds of bad faith registration and use:

“(i) circumstances indicating that you [the respondent] have registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your [the respondent’s] documented out-of-pocket costs directly related to the domain name; or

(ii) you [the respondent] have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you [the respondent] have engaged in a pattern of such conduct; or

(iii) you [the respondent] have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you [the respondent] have intentionally attempted to attract, for commercial gain, Internet users to your [the respondent’s] website or other online location, by creating a likelihood of confusion with the complainant’s mark as to the source, sponsorship, affiliation, or endorsement of your [the respondent’s] website or location or of a product or service on your [the respondent’s] website or location.”

In the Policy context, bad faith is broadly understood to occur where a respondent takes unfair advantage of or otherwise abuses a complainant’s mark. See section 3.1 of the [WIPO Overview 3.0](#).

The Complainants have demonstrated to hold French, European, and/or international registrations over CIC and CREDIT MUTUEL, which are well-known marks. See *Credit Industrial et Commercial S.A. v. Mao Adnri*, WIPO Case No. [D2013-2143](#) (“The Complainant has been using the CIC trademark for decades in the area of banking and financial services. The Panel finds that this mark, owned by the Complainant, is a well-known one...”); and *Confédération Nationale du Crédit Mutuel v. Whoisguard Protected, Whoisguard, Inc. / Isabelle Garcia, Credit Mutuel Fiable*, WIPO Case No. [D2017-0214](#) (“The trademark CREDIT MUTUEL is a well-known trademark, as it has been already stated by several UDRP panels”).

Thus, by registering the disputed domain names <cic-annulation-paiement.com> and <cred-mutuel-annulation.com>, which incorporate the CIC mark and the CREDIT MUTUEL mark (in confusingly abbreviated form²), the Respondent intended to impersonate the Complainants and misappropriate their well-known marks CIC and CREDIT MUTUEL. See *IDP Education Ltd v. Transure Enterprise Ltd, Host Master*, WIPO Case No. [D2021-0183](#) (the respondent must have been aware of the complainant and the IELTS and IDP trademarks and intended, by registration of the domain name <ieltsidp.com>, to create an impression of association with the complainant.)

Moreover, in the Panel’s view, the inclusion of the French terms “annulation” and “paiement” (which translate into English as “cancellation” and “payment”) only bolsters the disputed domain names’ association with the Complainants’ banking business as said terms are commonplace in retail banking transactions. This is further evidence of the Respondent’s bad faith targeting of the Complainants.

Noting (i) the reputation of the Complainants’ marks, (ii) the failure of the Respondent to submit a response or to provide any evidence of actual or contemplated good-faith use, and (iii) the implausibility of any good faith use to which the disputed domain names may be put, the Panel concludes that the inactivity of the disputed domain names does not prevent a finding of bad faith.

² The Panel notes that ‘cred-mutuel’ is not a dictionary word and can only be perceived as a shorthand for the notorious CREDIT MUTUEL mark owned by the second Complainant.

All these circumstances, taken together, persuade the Panel that the disputed domain names were registered in bad faith and have been used in bad faith.

The Complainants have discharged their burden in relation to paragraph 4(a)(iii) of the Policy.

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 names <cic-annulation-paiement.com> and <cred-mutuel-annulation.com> be transferred to the Complainants.

/Reynaldo Urtiaga Escobar/

Reynaldo Urtiaga Escobar

Sole Panelist

Date: March 9, 2023