

ADMINISTRATIVE PANEL DECISION

Wind Crest Power Inc. v. Llion Rowlands, Rob Singer
Case No. D2024-3360

1. The Parties

Complainant is Wind Crest Power Inc., Canada, represented by Brandsmiths SL Limited, United Kingdom.

Respondent is Llion Rowlands, United Kingdom, and Rob Singer, United Kingdom (collectively referred to as “Respondent”).

2. The Domain Name and Registrar

The disputed domain name <ridgeblade.com> (the “Domain Name”) is registered with DropCatch.com LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on August 16, 2024. On August 16, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name. On August 19, 2024, 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 (Llion Rowlands) and contact information in the Complaint. The Center sent an email to Complainant on August 19, 2024, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amended Complaint on August 22, 2024.

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 Respondent of the Complaint, and the proceedings commenced on August 29, 2024. In accordance with the Rules, paragraph 5, the due date for Response was September 18, 2024. On September 17, 2024, Respondent requested an additional four calendar days to respond under paragraph 5(b) of the Rules. On September 17, 2024, the Center granted the four-day extension and set the new due date for the Response as September 22, 2024. The Response was filed with the Center on September 22, 2024.

The Center appointed Robert A. Badgley as the sole panelist in this matter on September 30, 2024. 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.

On October 4, 2024, Complainant made an unsolicited supplemental filing with the Center, to which Respondent replied the same day. On October 10, 2024, Respondent made an additional supplemental filing with the Center. In its discretion, the Panel reviewed these materials but will not rely on them in rendering its decision, as the supplemental materials merely underscore the necessity of the Panel's decision, set forth below.

4. Factual Background

This dispute centers around the purported transfer of assets, including the Domain Name, from a firm allegedly owned by Respondent to Complainant.

Complainant is a Canadian firm entirely owned by "SM" (individual names that are not Parties of the dispute have been abbreviated for the purpose of privacy). Complainant asserts that it "offers innovative and efficient solutions to harness wind energy."

According to Complainant, in May 2021 a Canadian firm called The Power Collective, Inc. ("TPC") faced insolvency. TPC held 17 patents related to wind turbines and wind power generation, and TPC held the trademark RIDGEBLADE, a mark registered in Australia, the United Kingdom, and the European Union (the latter mark being EUTM 009820028, registered on August 25, 2011 in connection with, among other things, "apparatus for generating power and energy [...] wind turbines").

At the time TPC faced insolvency, Complainant alleges, "CW" was its 52% shareholder, CEO, President, and sole Director. Complainant asserts that CW hired an accountancy firm, who put CW in contact with Complainant's owner SM. Eventually, on January 7, 2024, TPC and Complainant purportedly executed instruments, signed by CW and SM, whereby TPC sold its stock, as well as the aforesaid patents and trademarks, to Complainant.

According to Complainant, it discovered in April 2024 that Respondent was using the Domain Name for a website featuring the RIDGEBLADE mark and offering for sale wind turbines made under patents now allegedly owned by Complainant.

Complainant alleges that Respondent had improperly blocked CW's access to her email address (which used the Domain Name), which allowed the Domain Name registration to lapse, whereupon Respondent registered the Domain Name. Complainant alleges that a number of the TPC patents were also allowed to lapse because CW did not receive the patent renewal applications on time.

On April 26, 2024, Complainant's counsel sent Respondent a "Letter of Claim," asserting Complainant's rights in the RIDGEBLADE mark and, among other things, demanding that the Domain Name be transferred to Complainant.

On July 26, 2024, Respondent's counsel sent a letter to Complainant's counsel, stating on behalf of Llion Rowlands and "ML" in relevant part:

"The Power Collective Inc. (hereinafter, "The Power Collective") is a company registered in Ontario, Canada. The Power Collective Limited is a wholly owned subsidiary of The Power Collective and is registered in England."

“Wind Crest Power Inc. (hereinafter, “Wind Crest”), previously known as “SC Murray Holdings Inc.”, is a company registered in Ontario, Canada.”

“Our clients are shareholders of The Power Collective.”

“[CW] is a former CEO of The Power Collective. She owned 10% of the shares of the company but held 52% of the shares in trust, which brought her a conditional majority position.”

“Unbeknownst to our clients, and, as we understand, to the other shareholders in the UK, [CW] disposed all the shares and the control of the company to [SM] of Wind Crest. As such, our clients, and, by extension, other shareholders, have lost control of the company, unbeknownst to them. This disposition of shares was in violation of the trust arrangement. It was, to be clear, unlawful.” [...]

“The instruments relied upon in the Letter of Claim are void, and without any force and effect. [CW] made unilateral decisions to sell the company’s assets without the knowledge or consent of the shareholders. Such knowledge or consent, despite [CW’s] trust position, is unconditionally required at law. The trustee’s mandate is to act in the best interests of the settlors on making them informed and taking their instructions.”

“Furthermore, [CW] gave up operational control of the company in December 2020 / early 2021, when [the subsequent CEO] was appointed in [CW’s] stead. As a result, any documentation that [CW] signed, which postdates this period, is equally void.”

“These problems with the purported conveyance of the company’s shares and/or assets cannot be avoided by your client.”

On August 19, 2024, Respondent Llion Rowlands confirmed to the Center that he is the owner of the Domain Name, and related trademark rights, and that Respondent Rob Singer, listed in the Domain Name’s Whols, is an IT Manager who registered the Domain Name when the prior registration lapsed, under the instructions of Respondent Llion Rowlands.

5. Parties’ Contentions

A. Complainant

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the Domain Name.

B. Respondent

Respondent asserts that Complainant did not legitimately acquire the Domain Name and therefore Respondent cannot have registered and used the Domain Name in bad faith.

6. Discussion and Findings

Policy paragraph 4(a) lists the three elements Complainant must satisfy regarding to the Domain Name:

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

The Panel concludes, on the record presented, that it cannot determine any of the three elements under the Policy, and therefore cannot order that the Domain Name be transferred.

Given the Parties' dispute over whether the January 2024 transaction was legally valid, a dispute which would require a legal analysis under Canadian and/or United Kingdom laws on issues well beyond the scope of the UDRP, it is not possible for the Panel to conclusively determine whether Complainant has rights in the mark RIDGEBLADE, or whether Respondent has any legitimate interests in the Domain Name, or whether Respondent has registered and used the Domain Name in bad faith.

This dispute also transcends the Domain Name, and apparently includes issues of company ownership and control, patent rights, and other issues. The UDRP, with its streamlined proceedings and lack of discovery, witness examination, witness credibility assessment, etc., is ill-suited to sort out the Parties' dispute here.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Robert A. Badgley/

Robert A. Badgley

Sole Panelist

Date: October 28, 2024