

## **ADMINISTRATIVE PANEL DECISION**

Voicentric Ltd v. Domain Manager, eWeb Development Inc.  
Case No. D2025-5200

### **1. The Parties**

The Complainant is Voicentric Ltd, United Kingdom, internally represented.

The Respondent is Domain Manager, eWeb Development Inc., Canada, represented by Muscovitch Law P.C., Canada.

### **2. The Domain Name and Registrar**

The disputed domain name <voicentric.com> is registered with Alpine Domains Inc. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on December 12, 2025. On December 12, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On December 16, 2025, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

The Center verified that 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 December 18, 2025. In accordance with the Rules, paragraph 5, the extended due date for Response was January 25, 2026. The Response was filed with the Center January 25, 2026.

The Center appointed Jeremy Speres, Andrew D. S. Lothian, and Nicholas Smith as panelists in this matter on February 4, 2026. The Panel finds that it was properly constituted. Each member of 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 Complainant filed a Supplemental Filing on January 26, 2026. The Respondent filed a Supplemental Filing on February 1, 2026.

#### 4. Factual Background

The Complainant's papers are short on details of the Complainant's business. As far as the Panel can gather, the Complainant, based in the United Kingdom, claims to have used the VOICENTRIC mark since 2002 or 2003 in relation to business-to-business lead generation services in the fields of life and materials sciences.

The Complainant owns United Kingdom Trademark Registration No. UK00003339356 VOICENTRIC in class 35, having a registration date of December 7, 2018. This trademark was acquired by the Complainant via assignment in 2024.

The Respondent, based in Canada, is in the website development, website hosting, and branding business. The Respondent registers domain names that are "brandable" or otherwise inherently attractive and offers a service whereby a customer can either purchase a domain name from the Respondent, or the customer can purchase a website development package along with a domain name.

The Respondent has been named as the respondent in seven prior cases under the Policy, succeeding in all of them, with five of the seven cases resulting in findings of Reverse Domain Name Hijacking ("RDNH") against the respective complainants. The cases are:

- *Michelios 3 and AmeXio v. Domain Manager, eWeb Development Inc*, WIPO Case No. [D2024-4344](#)
- *Alimonti S.r.l. v. eWeb Development Inc.*, CAC Case No. CAC-UDRP-106684
- *Kevac S.r.l v. Eweb Development Inc.*, WIPO Case No. [D2019-2991](#)
- *Ferm-O-Feed B.V. v. Domain Manager, eWeb Development Inc.*, WIPO Case No. [D2018-1112](#)
- *Fresenius Kabi S.A. v. Domain Manager, EWEB Development, Inc.*, WIPO Case No. [D2018-0491](#)
- *Obero Inc. v. Domain Manager, eWeb Development Inc.*, WIPO Case No. [D2016-2591](#)
- *Sanofi v. Domain Manager, eWeb Development Group / ProxyTech Privacy Services Inc. / Privacy Manager*, WIPO Case No. [D2014-1185](#)

The disputed domain name was registered on February 10, 2011, and resolves to a website stating, amongst other things: "Voicentric.com. Ready For Development. If you're interested in this domain, contact us to check availability for ownership, customer use, partnership or other development opportunities."

#### 5. Parties' Contentions

##### A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain name has been used (but not registered) in bad faith for the following reasons.

VOICENTRIC is a coined, distinctive term associated exclusively with the Complainant's business since 2002.

The Respondent offered to sell the disputed domain name to the Complainant for USD 25,000 and later USD 20,000, far above the Respondent's out-of-pocket costs associated with the disputed domain name. The Respondent has provided no credible explanation for its choice of domain name, and its refusal to reduce the price below USD 20,000 underscores its intent to profit from the Complainant's rights.

The disputed domain name has been unused for years, preventing the Complainant from reflecting its mark in a corresponding “.com” domain name and harming its global strategy, in accordance with the doctrine of passive holding.

## **B. Respondent**

The Respondent does not deny that the Complainant has satisfied the first element required under the Policy for a transfer of the disputed domain name but does deny that the Complainant has satisfied the second and third elements.

Notably, the Respondent contends as follows.

The Respondent registered the disputed domain name eight years before the Complainant obtained its trademark registration. There is no evidence of any prior Complainant reputation that the Respondent would have been aware of, especially given that the Complainant is a small company operating in a niche market in a foreign country.

For more than six years, the Complainant repeatedly sought to purchase the disputed domain name, escalating its offers from nominal sums to five-figure amounts while agreeing, through the Respondent’s terms and conditions for its quotations, that it was not asserting trademark rights or alleging bad faith, before only belatedly resorting to a UDRP proceeding in bad faith. The Respondent warned the Complainant that it had no basis for its Complaint and that it should be withdrawn, but the Complainant was intent on proceeding anyway.

The Respondent asks for a finding of RDNH.

## **6. Discussion and Findings**

### **A. Supplemental Filings**

Both the Complainant and the Respondent filed unsolicited Supplemental Filings.

Paragraphs 10 and 12 of the Rules in effect grant the Panel sole discretion to determine the admissibility of unsolicited supplemental filings. Admissibility of supplemental filings is to be assessed based on relevance, foreseeability, the need to conduct the proceedings with due expedition, and the equal treatment of the parties so that each has a fair opportunity to present its case. Paragraph 10(b) of the Rules; *Société aux Loteries en Europe, SLE v. Take That Ltd.*, WIPO Case No. [D2007-0214](#); WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”), section 4.6.

Here, the Complainant’s Supplemental Filing contained admissions that are effectively determinative of the third element. To that extent, the Complainant’s Supplemental Filing is of the utmost relevance, and admitting material that in and of itself is determinative of the predominant requirement under the Policy is in line with the Panel’s duty to conduct the proceedings with due expedition.

The Response also contained a request for a finding of RDNH, and the Panel agrees with the statement made by the panel in *Cosmos European Travels AG v. Eurotech Data Systems Hellos, Ltd.*, WIPO Case No. [D2001-0941](#) to the effect that a complainant facing an allegation of RDNH is “entitled to defend itself”.

The Panel therefore admits the Complainant’s Supplemental Filing.

The Complainant’s Supplemental Filing contained admissions and new claims that could not have been foreseen by the Respondent. To that extent, the Panel admits the Respondent’s Supplemental Filing.

## **B. Identical or Confusingly Similar**

It is well accepted that the first element functions primarily as a standing requirement. 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. [WIPO Overview 3.0](#), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The Panel finds the first element of the Policy has been established.

## **C. Rights or Legitimate Interests**

Given the Panel's findings in relation to the third element, there is no need to consider the second.

## **D. Registered and Used in Bad Faith**

In its Supplemental Filing, the Complainant states:

"The Complainant does not allege bad-faith registration in 2011... The Complainant's case concerns bad-faith use, including passive holding, inflated pricing, and obstruction of the Complainant's longstanding brand... The Complaint does not rely on the Respondent 'targeting' the Complainant in 2011."

Given the conjunctive nature of the bad faith element, requiring the Complainant to prove both bad faith registration and bad faith use, this admission by the Complainant is fatal to its case.

The Complainant's Supplemental Filing goes on to state:

"...we do not assert that [the Complainant's mark's] reputation was known or should have been known to the Respondent in 2011... The Complainant does not assert that the Respondent should have been aware of its business in 2011...."

This is in line with the absence of any evidence in the Complaint showing that the Complainant's mark was used, let alone enjoyed a reputation or any common law rights prior to registration of the disputed domain name in 2011. In fact, the Respondent conducted a historical Internet search for the Complainant's mark, limited to results published between the period of January 1, 2011, to December 31, 2011. It revealed no results whatsoever. For completeness, the Respondent also conducted an extended search covering the period of January 1, 2011, to December 31, 2012, and even such search, extending to a point well after the date of registration of the disputed domain name, only revealed a single result referencing the Complainant.

The Respondent's evidence establishes that the Complainant's business is not a large one, including archive evidence showing that the Complainant's website in 2011 expressly stated that it was "relatively small".

In the circumstances, and noting that the Parties operate in jurisdictions far removed from one another and the fact that the Complainant operates in a niche market, there is no evidence in the record suggesting that the Respondent was or should have been aware of the Complainant when it registered the disputed domain name.

The Panel finds the third element of the Policy has not been established.

## E. Reverse Domain Name Hijacking

The Respondent requested a finding of RDNH based on the following grounds:

- The Complainant did not reveal all of the purchase approaches made by its staff to the Respondent going back to 2019, which, the Respondent contends, was less than candid.
- The Complainant has abused the Policy by resorting to it after its negotiations with the Respondent were not successful, in circumstances where the Complainant knew that it had no case.
- The Complainant agreed to the Respondent's terms and conditions when it requested a quotation from the Respondent for purchasing the disputed domain name. Those terms and conditions contained representations to the effect that the Complainant was not making any legal claim to the disputed domain name nor asserting any trademark rights, and that if it breached those representations that would constitute RDNH. In proceeding with the Complaint, the Complainant breached these representations and had negotiated with the Respondent under false pretences.
- Prior to filing the Response, the Respondent's counsel corresponded with the Complainant, setting out in detail why the Complainant's case was unfounded and why it amounted to RDNH. The Complainant was given an opportunity to withdraw its Complaint at that point, but persisted, having been appraised that it was futile.

The Complainant did not reveal all of its prior communications with the Respondent in the Complaint. However, the earlier communications that it omitted were sent by employees other than the Complainant's present representative in these proceedings, who was responsible for the more recent negotiations in 2024. The Complainant's present representative has claimed not to have known about those earlier communications from his colleagues, which began five years earlier, and the Panel has no reason to believe that he is being untruthful. The Panel does not therefore accept that the omitted correspondence supports a finding of RDNH.

The Panel also does not accept the Respondent's arguments based on its terms and conditions of quotation. For one, determining whether or not the Complainant was bound by them would require the Panel to consider questions of national law, including the validity of clickthrough agreements. Without the benefit of the evidentiary tools available to a court, and without knowledge of Canadian law on this point (that being the choice of law per the terms and conditions), the Panel is not in a position to make this determination, nor would it necessarily be appropriate for it to do so even if it were in such a position. Panels have broadly noted that insofar as the UDRP system is designed to operate in a global context, while rooted in general trademark law principles, in its own terms UDRP jurisprudence generally would not require resort to particular national laws. [WIPO Overview 3.0](#), section 4.15.

Even if the Complainant were to be taken to be bound by or at least aware of the contents of the Respondent's terms, the latter being open to question, this would not, in and of itself, necessarily be determinative of the question of whether the Complaint was filed in bad faith. That question primarily involves assessing the Complainant's likely state of mind when bringing the Complaint, requiring a holistic assessment of all of the circumstances of the case, which cannot be limited to a single act of alleged contracting.

As the Panel noted in WIPO Case No. [D2018-0491](#) supra: "The Panel rejects the Respondent's submission that the Complainant's approach to the Respondent concerning the possibility of purchasing the disputed domain name should give rise to a finding of bad faith. In particular, the Panel considers it commercially reasonable both that the Complainant should investigate the possibility of purchasing the disputed domain name before incurring the costs of proceedings under the UDRP and that it should avoid disclosing any existing connection with a name similar to the disputed domain name."

It would not be in the interests of justice, particularly the swift and efficient resolution of disputes, to allow one party to unilaterally and artificially impose RDNH on another through its terms and conditions, simply because the latter party attempted to investigate the possibility of purchasing a domain name prior to incurring the costs of filing a UDRP complaint.

The Panel notes that two prior panels under the Policy have rejected the Respondent's arguments based on its terms and conditions of quotation. See WIPO Case No. [D2018-0491](#) and WIPO Case No. [D2019-2991](#) supra. The Panel agrees, in particular, with the panel in the former case, where the panel stated: "The Panel is not, of course, bound by what is stated in the Respondent's terms and conditions."

The Complainant's representative appears to be largely unaware of the requirements for succeeding under the Policy, as is evidenced by his insistence in the Complainant's Supplemental Filing that the Complainant should still succeed despite conceding that the disputed domain name was not registered in bad faith. Noting that the Complainant is unrepresented, and having regard to the general lack of understanding about the Policy displayed in the Complainant's papers, the Panel considers that it is likely, on balance of probabilities, that the Complainant was not acting dishonestly in filing the Complaint, in the sense of filing the Complaint actually knowing that it could not succeed. Rather, in the eloquent words of the Panel in WIPO Case No. [D2018-0491](#) supra, "the Panel considers on balance that this proceeding was misguided rather than dishonest."

That being said, it has been recognised that recklessness in bringing a Complaint can amount to RDNH. See *Goldline International, Inc. v. Gold Line*, WIPO Case No. [D2000-1151](#). See also the [WIPO Overview 3.0](#), section 4.16, wherein it is stated (emphasis added): "facts which demonstrate that the complainant clearly ought to have known it could not succeed..."

In this case, the Complaint cites the [WIPO Overview 3.0](#), indicating that the Complainant had knowledge of it. If the Complainant had applied its mind to the [WIPO Overview 3.0](#), it would have been made clear to it that its Complaint could not succeed.

The Complainant also used the Center's UDRP Model Complaint. That document expressly states as follows, in red text, and underlined and in bold as shown below:

"[Describe why the domain name(s) should be considered as having been registered **and** used in bad faith by the Respondent...[N.B., registration in bad faith is generally considered to be possible only when the domain name registration occurs **after** your trademark rights accrue, please refer to section 3.8 of the [WIPO Overview 3.0](#).]"

The Complainant therefore appears to have recklessly filed the Complaint without properly considering the documents it relied upon for filing the Complaint.

The Respondent's counsel fully and clearly explained to the Complainant why the Complaint was futile and in bad faith prior to filing its Response, and called on the Complainant to withdraw the Complaint. The Complainant persisted regardless.

In the circumstances, the Panel considers it reckless of the Complainant to have filed the Complaint and to have persisted with it after the Respondent's counsel's letter.

The Panel concludes that the Complaint was brought in bad faith in an attempt at RDNH.

## 7. Decision

For the foregoing reasons, the Complaint is denied.

*/Jeremy Speres/*  
**Jeremy Speres**  
Presiding Panelist

*/Andrew D. S. Lothian/*  
**Andrew D. S. Lothian**  
Panelist

*/Nicholas Smith/*  
**Nicholas Smith**  
Panelist  
February 12, 2026