ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
AXA SA v. VV Reddi, American Experience Association
Case No. D2026-1113

1. The Parties

The Complainant is AXA SA, France, represented by Plasseraud IP Avocats, France.

The Respondent is VV Reddi, American Experience Association, India, represented by Cylaw Solutions, India.

2. The Domain Name and Registrar

The disputed domain name <axa.org> is registered with GoDaddy.com, LLC (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on March 12, 2026. On March 16, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On March 16, 2026, 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 (Venky Vijay Reddi, Virtuos Digital Ltd) and contact information in the Complaint. The Center sent an email communication to the Complainant on March 17, 2026, providing the registrant and contact information disclosed by the Registrar, and requesting the Complainant to submit an amendment to the Complaint. The Respondent sent a communication to the Center on March 18, 2026. The Complainant filed an amended Complaint on March 19, 2026.

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 March 23, 2026. In accordance with the Rules, paragraph 5, the due date for Response was April 12, 2026. The Respondent requested a four-calendar day extension for filing the Response in accordance with Paragraph 5(b) of the Rules, the Response due date was then extended to April 16, 2026. The Response was filed with the Center on April 16, 2026.

On April 17, 2026, the Complainant submitted an unsolicited supplemental filing.

The Center appointed Andrew F. Christie as the sole panelist in this matter on April 22, 2026. 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 April 23, 2026, the Respondent submitted an unsolicited supplemental filing in response to the Complainant's unsolicited supplemental filing.

4. Factual Background

The Complainant is the holding company of the AXA group of companies ("AXA Group"). The AXA Group's roots go back to the 18th century. After a succession of mergers, acquisitions and name changes involving some of the biggest insurance companies around the world, the trade name AXA was introduced in 1995. Employing 154,000 people worldwide, the AXA Group is a world leader in insurance, saving and asset management, serving 95 million customers. It undertakes numerous activities in three major lines of business: property and casualty insurance; life insurance and savings (retirement products, personal protection and healthcare products); and asset management (involves investing and managing assets).

The Complainant owns the following registrations for the word trademark AXA: French Trademark No. 1270658 (registered on January 10, 1984); International Trademark No. 490030 (registered on December 5, 1984); Indian Trademark No. 1247355 (registered on November 3, 2003); and European Union Trade Mark No. 008772766 (registered on September 7, 2012). It also owns a number of registrations for figurative trademarks incorporating AXA.

The Complainant, or what appears to be a member of the AXA Group, is the registrant of various domain names containing the AXA trademark, including <axa.com>, <axa.net>, and <axa.info>.

The disputed domain name has a creation date of July 10, 1997. The Complainant states that historical WhoIs data shows that the Respondent acquired the disputed domain name in March 2019. The Respondent states that he acquired the disputed domain name in March 2019 "through GoDaddy's open aftermarket ... for approx. USD 1500". The Complainant provided screenshots, dated March 10, 2026, of the homepage of the website to which the disputed domain name resolved. It has a prominent heading "American Experience Association: Advancing Experience", and says it is "A global platform uniting leaders to design human-centred experiences". It later states "As part of our broader umbrella brand, the Customer Experience Association (CXA.org) we are building distinctive and high impact Experience Associations". Under the heading "American Exxperience (sic) Assoc. Services", it claims to be "Connecting leaders to shape experience-driven growth worldwide", and purports to offer "Workshops - Interactive sessions designed to inspire and equip teams for experience innovation" and "Consulting - Tailored guidance to embed experience strategies into your business model".

In February 2026, the Complainant's domain name portfolio manager sent a communication to the Respondent about it the disputed domain name. The Respondent replied on February 17, 2026, saying, among other things, that the disputed domain name had been "acquired as Premium Domain several years ago in good faith" as the acronym for his American Experience Association initiative, that there "has never been any intention to imitate, reference, misrepresent, or create confusion with any existing brand, company, or website", that if there are any specific concerns regarding similarity of branding he was "fully open to reviewing and modifying any such aspects to ensure there is no risk of confusion", and that he sought "further details regarding the nature and basis of the concern so that I may better understand the issue and respond appropriately". The Complainant's domain name portfolio manager responded on February 18, 2026, saying that its client was concerned because the disputed domain name is identical to the client's AXA trademark and <axa.com> domain name, but that "your claims appear to be true, and your reply has been forwarded to AXA SA for review. We will provide an update you once we have their instructions." The

Complainant's domain name portfolio manager further responded to the Respondent on February 25, 2026, saying: "I have discussed this matter with my client and while they appreciate your response, they must restate their preference to transfer the domain name. Kindly review and advise if you are willing to do so." The Respondent replied on February 25, 2026, reiterating that he acquired the disputed domain name in good faith, that there had never been any intention to reference the Complainant, its brand or industry, or to create confusion of any kind. The Respondent concluded by stating: "In the interest of resolving this matter amicably and without escalation, I would be willing to consider a transfer arrangement that reasonably reflects those documented out-of-pocket expenses."

On March 21, 2026, following filing of the Complaint, the Respondent's representative wrote to the Complainant's representative, to place on record the Respondent's substantive legal and factual position (the substance of which was subsequently included in the filed Response), to extend a good faith proposal for amicable resolution, and to caution the Complainant that proceeding with a factually and legally deficient Complaint carries material risk. The proposal for amicable resolution: (i) provided evidence of the Respondent's purchase of the disputed domain name for USD 1,550; (ii) stated annual renewal fees had been paid for approximately seven years, amounting to USD 100; (iii) sought reimbursement in the range of USD 1,600-1,650, "representing a purely cost-recovery arrangement with zero profit element"; and (iv) required that all escrow and transfer related fees arising from the domain transfer process be borne exclusively by the Complainant. There is nothing in the case file indicating what, if anything, was the Complainant's response to this offer.

As at the date of this Decision, the disputed domain name resolves to a website the homepage of which is very similar to the one shown in the Complainant's screenshots. The website has a number of other pages accessible from the menus titled "About us", "Focus areas", "Membership", "Research", "Events", and "Join".

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.

The Complainant contends that the disputed domain name is identical to a trademark in which it has rights on the following grounds. The disputed domain name reproduces identically the trademark AXA, which has no particular meaning and is therefore highly distinctive. This trademark is well-known around the world in the field of insurance and financial services. The likelihood of confusion is indisputable since the disputed domain name is solely composed of the well-known trademark AXA, without the addition of any other term. The addition of the generic Top-Level Domain ("gTLD") ".org" is considered a standard for domain name registration and should therefore not be taken into account in the panel's comparison of the signs. There are indisputable chances that Internet users may believe that the website at the disputed domain name is another official website of the Complainant.

The Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain name on the following grounds. The Respondent used an anonymization service when registering the disputed domain name. There is obviously no relationship whatsoever between the parties involved. If the Respondent acquired the disputed domain name in 2019, it is clearly because it is composed of the term "axa" which has acquired a substantial reputation around the world and remains directly associated with the Complainant in the minds of consumers worldwide. The Respondent has not been commonly known by the disputed domain name or even associated with the name AXA, whereas the AXA trademark appears to be well-know. The Respondent appears to use the disputed domain name in connection with activities relating to consulting and customer experience management. However, such use cannot qualify as a bona fide offering of goods or services within the meaning of the Policy. The Respondent's claim that the disputed domain name is used in connection with a project referred to as the "American Experience Association" is not credible, because the acronym "AXA" does not naturally correspond to the expression "American

Experience Association". The website associated with the disputed domain name itself contains inconsistencies, including references to "American Exxperience Association Services", which undermines the credibility of the Respondent's explanation. The content of the website further undermines the credibility of the Respondent's explanation. The website indicates that the "American Experience Association (AXA.org)" forms part of a broader initiative referred to as the "Customer Experience Association (CXA.org)", which is presented as the Respondent's umbrella brand. This statement suggests that the Respondent's primary initiative is in fact associated with the acronym "CXA", rather than "AXA". In these circumstances, there appears to be no logical reason for selecting the acronym "AXA" for the alleged "American Experience Association". The services described on the website relate to consulting and customer experience management, which are closely related to services covered by the Complainant's trademark registrations, including business consulting and management services in Class 35. The Respondent also indicated that the disputed domain name was acquired as a "premium domain". However, the mere acquisition of a domain name because of its short or memorable character does not confer any rights or legitimate interests where the domain name is identical to a well-known trademark such as AXA. In light of these circumstances, the Respondent cannot claim to be making a bona fide offering of goods or services or a legitimate noncommercial or fair use of the disputed domain name.

The Complainant contends that the Respondent has registered the disputed domain name in bad faith on the following grounds. Although the disputed domain name was originally created in 1997, the relevant date for assessing bad faith under the Policy is the date on which the Respondent acquired the disputed domain name, which was in March 2019. By that time, the AXA trademark had long been internationally well known. The reproduction of the well-known AXA trademark in the disputed domain name is a strong indication of bad faith where the Respondent has no connection with the Complainant. The Respondent purposely chose and registered the disputed domain name because it contained the Complainant's AXA trademark in its entirety. Given that the Respondent is located in India and the AXA trademark has been registered in India since at least 2003, it is highly unlikely that the Respondent was unaware of the Complainant's trademark rights when acquiring the disputed domain name in 2019. The AXA trademark is highly distinctive and has no ordinary meaning, making it implausible that the Respondent selected the disputed domain name by coincidence. The Respondent initially registered the disputed domain name through an anonymization service, thereby concealing its identity. While the use of such services is not inherently illegitimate, UDRP panels have frequently considered the use of privacy services, combined with other circumstances of the case, as an additional indicator of bad faith. In addition, the Respondent has indicated that the disputed domain name was acquired as a "premium domain", which confirms that the Respondent recognized the commercial value associated with the disputed domain name. Given the worldwide reputation of the AXA trademark and the absence of any credible explanation for adopting the acronym "AXA", the only plausible conclusion is that the Respondent intentionally targeted the Complainant's well-known trademark when acquiring the disputed domain name. This behavior demonstrates that the Respondent intentionally chose and registered the disputed domain name in order to take unfair advantage of the reputation of the Complainant's well-known AXA trademark.

The Complainant contends that the Respondent is using the disputed domain name in bad faith on the following grounds, among others. The Respondent uses the disputed domain name to host a website promoting a project referred to as the "American Experience Association", allegedly linked to the Respondent's consulting and digital transformation activities. However, the Respondent's explanation that the disputed domain name corresponds to the acronym of "American Experience Association" is not convincing, as the acronym "AXA" does not naturally correspond to that expression. The Respondent has expressed a willingness to consider transferring the disputed domain name in exchange for reimbursement of its costs, which may indicate an intention to derive financial benefit from the disputed domain name. Taken together, these circumstances demonstrate that the Respondent registered and is using the disputed domain name in order to take advantage of the reputation of the Complainant's well-known AXA trademark. Accordingly, the disputed domain name has been registered and is being used in bad faith within the meaning of paragraph 4(a)(iii) of the Policy.

B. Respondent

The Respondent denies that the Complainant's assertion, on which it relies on as the cornerstone of both its similarity and bad faith arguments, that "axa" is an invented term with no particular meaning. This assertion is factually incorrect. Firstly, "Axa" is a recognized given name of Arabic and Hebrew origin, carrying meanings including "the one who is protected" and "source of life". Secondly, the term "axa" is a living dictionary word in Kurmanji Kurdish – one of the world's major language groups, spoken by an estimated 15–20 million people across Turkey, Syria, Iraq, and Iran – where it means "agha, feudal lord, or master".

The Respondent acknowledges, solely for purposes of this proceeding, that the Complainant owns registered trademarks and therefore satisfies the first clause of the Policy. However, the strength of the Complainant's trademark cannot substitute for failure on clause 2 (legitimate interests) and clause 3 (bad faith), each of which must be independently established.

The Respondent contends that he has rights or legitimate interests in the disputed domain name on the following grounds, among others. The Complainant must make a prima facie case that the Respondent lacks rights or legitimate interests. The Respondent then rebuts by demonstrating at least one circumstance under Policy clause 4(c). Here, the Respondent satisfies Policy clause 4(c)(i), demonstrable preparations to use the disputed domain name in connection with a bona fide offering, and independently qualifies under the broader principles of legitimate acronym use.

The disputed domain name was registered in good faith for a business purpose, the "American eXperience Association", entirely unrelated to the Complainant or finance/insurance. There is no evidence of targeting, free-riding, or any of the bad faith circumstances listed under Policy. The Respondent's entire business identity is built around three pillars: Customer Experience (CX), Employee Experience (EX), and Everything Experience (XX). In this industry, the letter "X" universally denotes "Experience" – reflected in the Respondent's own registered trademarks (CXDesk, CXNow, XONOMY), in global platforms such as Oracle CX, and in standard industry abbreviations used by McKinsey, Gartner, Forrester, and every major management consultancy worldwide. This is not a rationalisation invented for this proceeding. It is the documented foundation of 18 years of commercial activity, registered trademarks, and public communications and it is the context within which the disputed domain name was acquired and used. The Respondent has clear and documented rights and legitimate interests in the disputed domain name, having conceived its American eXperience Association (AXA.org) initiative in 2019 as an organic extension of its established Customer eXperience Association (CXA.org) ecosystem, years before any notice of this dispute. The Respondent registered the disputed domain name in good faith for a genuine business purpose entirely unrelated to the Complainant or the insurance/financial services sector. The Respondent registered the disputed domain name because it was an inherently valuable three-letter domain name which corresponded to his existing venture, <CXA.org>.

The Complainant first contacted the Respondent on February 18, 2026, while the website and AXA Platform were already fully functioning. A genuine, unsolicited third-party subscription to a functioning platform is among the strongest possible evidence of bona fide use prior to any notice of dispute. This conclusively establishes demonstrable preparations to use the disputed domain name in connection with a legitimate offering of services, well before any notice of these proceedings, squarely within the meaning of clause 4(c)(i) of the Policy. The Respondent does not rely on the premium nature of the disputed domain name alone. The USD 1,500 acquisition price corroborates genuine intent, as one does not invest USD 1,500 (and hundreds of development hours thereafter) without a genuine purpose. This is the opposite of passive holding. Research demonstrates extensive third-party use of "AXA" entirely unrelated to the Complainant.

The Respondent contends that he did not register or use the disputed domain name in bad faith on the following grounds, among others. Bad faith registration and bad faith use must be independently established. Under established UDRP jurisprudence, bad faith registration requires evidence of targeting the Complainant's trademark. Targeting is not presumed from registration of letters that coincide with a registered mark, especially where those letters have genuine independent significance for the Respondent. In March 2019, the Respondent had a pre-existing, documented plan for the American eXperience

Association built on a 2017 CXA.org foundation. The Respondent has no connection to insurance or financial services. There is no evidence whatsoever that the Respondent was aware of or intended to exploit the Complainant's mark. The disputed domain name was publicly available at its listed secondary-market price. The Complainant, with a brand worth USD 18 billion, had every opportunity to acquire it for USD 1,500 in 2019. It did not. It cannot now use the UDRP as a reverse-acquisition mechanism. Use of a privacy or proxy registration service is not in itself an indicator of bad faith.

There is zero commercial overlap between the Complainant (insurance, financial services) and the Respondent (CX technology, non-profit association building). The Respondent operates in a completely different universe of goods and services from the Complainant. Where there is no commercial overlap, there can be no plausible confusion, and where there is no plausible confusion, there is no rational basis for a finding of bad faith targeting. No Internet user seeking insurance would land on the website at the disputed domain name and believe they had reached the Complainant's website.

Policy paragraph 4(b)(i) requires an offer to sell for valuable consideration in excess of documented out-of-pocket costs. The Respondent sought the documented costs only when transfer was insisted upon. After the Complaint was filed, the Respondent's counsel by letter dated March 21, 2026, formally specified the total reimbursement sought as USD 1,600–1,650, representing the documented acquisition cost of USD 1,550 plus seven years of renewal fees of approximately USD 100, explicitly described as "a purely cost-recovery arrangement with zero profit element, which is permitted in terms of the Policy as well". Later, the Respondent also communicated on March 30, 2026 concerning additional legal expenses, but the Complainant chose not to accept this reasonable proposal and instead continued with the Complaint, a decision that now carries the risk of a formal Reverse Domain Name Hijacking ("RDNH") finding on the public record.

The Respondent requests a finding of RDNH against the Complainant on the following grounds. The Complainant, through CSC Global, initiated contact with the Respondent in February 2026 and acknowledged: "your claims appear to be true". The Complainant has further mischaracterized the Respondent's documented cost-recovery proposal, framing it as evidence of bad faith, which is an inversion of established UDRP doctrine that no competent practitioner could genuinely believe. Taken together, filing with prior knowledge of a credible defence, suppressing an adverse prior decision, and distorting settlement correspondence, this is precisely the kind of conduct that warrants an RDNH finding. The Complainant entirely omits from its Complaint the prior UDRP case *AXA SA v. Advocates Across America*, WIPO Case No. D2017-2497, concerning the disputed domain name, which it lost against the previous registrant. This is a material omission in a proceeding where candor is expected. The entire bad faith case rests on the fame of the AXA trademark and the identity of the disputed domain name string, without a single piece of evidence that the Respondent was aware of and sought to exploit the Complainant's brand. Trademark notoriety alone does not establish bad faith registration. Of 283 AXA-string domain names, the Complainant holds only 30-35. It has not pursued UDRP actions against <axa.co.ke>, <axa.is>, <axa.us>, <axa.hr>, <axa.ro>, or dozens of others. Selective, strategic enforcement against one legitimate registrant is not diligent brand stewardship. This case is not borderline. The Complainant had full information before filing, did not perform proper due diligence and proceeded regardless.

6. Discussion and Findings

A. Preliminary Issue – Unsolicited Supplemental Submissions

As noted in WIPO Overview of WIPO Panel Views on Select UDRP Questions ("WIPO Overview 3.1"), section 4.6, paragraph 10 of the UDRP Rules vests the panel with the authority to determine the admissibility, relevance, materiality and weight of the evidence, and also to conduct the proceedings with due expedition. Paragraph 12 of the UDRP Rules expressly provides that it is for the panel to request, in its sole discretion, any further statements or documents from the parties it may deem necessary to decide the case. Unsolicited supplemental filings are generally discouraged, unless specifically requested by the panel. Panels have repeatedly affirmed that the party submitting or requesting to submit an unsolicited

supplemental filing should clearly show its relevance to the case and why it was unable to provide the information contained therein in its complaint or response (e.g., owing to some unforeseen or exceptional circumstance).

The Complainant sought to introduce into the case record an unsolicited supplemental filing, on the ground that "the Respondent has introduced a number of factual allegations that warrant clarification". That is not a sufficient basis for requesting the Panel to exercise its discretion to admit an unsolicited supplemental filing. Furthermore, it appears that none of the matters in the Complainant's supplemental filing address issues that either had not already been addressed in the Complaint or could not reasonably have been anticipated at the filing of the Complaint would likely arise for consideration. In any event, the Panel has read the Complainant's supplemental filing and found that none of the material in it makes a material contribution to the determination of the outcome of the case.

Accordingly, the Panel does not admit the Complainant's supplemental filing and, correspondingly, does not admit the Respondent's supplemental filing in response to it.

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 3.1, section 1.7.

The Complainant is the owner of a registration for the word trademark AXA. Once the gTLD ".org" is ignored, which is appropriate in this case, the disputed domain name is identical to the Complainant's word trademark.

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

C. Rights or Legitimate Interests

Given the finding on the third element of the Policy (discussed immediately below), it is not necessary for the resolution of this Complaint for the Panel to reach a conclusion on the question of whether the Respondent has demonstrated rights or legitimate interests in the disputed domain name. Accordingly, the Panel makes no finding on this issue.

D. Registered and Used in Bad Faith

The evidence in the case file as presented does not indicate that the Respondent's aim in registering the disputed domain name was to profit from or exploit the Complainant's trademark. Moreover, there is no evidence in the case file as presented that indicates that the Respondent has used the disputed domain name in that manner.

Given the substantial use and reputation of the Complainant's AXA trademark, the Panel is satisfied that the Respondent was aware of the Complainant and its trademark at the time it registered the disputed domain name (which both parties agree was in March 2019). At that time, the Respondent would have understood that it could not use the disputed domain name in any manner which would cause confusion with the Complainant's trademark. It is not surprising, therefore, that the Respondent has not done so.

The Respondent asserted that he registered the disputed domain name to use for his "American eXperience Association", being "an organic extension of its established Customer eXperience Association (CXA.org) ecosystem". Put bluntly, the Panel views this explanation as artificial. The website resolving from the disputed domain name contains only vague and general of statements as to the purpose of the Association. It is not clear to the Panel that the Association in fact provides any substantive services. Moreover, it is not clear why the Association has "American" in its name. There appear to be only two references to American or America on the website. The first, on the "About us" page under the heading "Why Experience Matters", is

the statement “American Experience Association (AXA.org) is deeply influenced by the American Marketing Association (AMA.org) to galvanize the importance of CX in the Age of Commoditization”. The second, on the “About us” page under the heading “Our Mission”, is the statement “Although we are named the *American Experience Association*, we operate from India with a strong virtual presence, serving a global community without geographical boundaries”. The Panel can see nothing on the website which justifies why this Experience Association is called an “American” one. The Panel considers it most likely that the Respondent has confected the concept of an American Experience Association so as to provide a reason for registering the disputed domain name and a purported bona fide use of it.

However, the fact that the Respondent most likely confected a reason for registration and for use of the disputed domain name is not necessarily the same thing as the Respondent having registered and used the disputed domain name in bad faith. The disputed domain name has an inherent value due to the fact that it is comprised of only three characters. While it is true that those three characters are also the Complainant’s trademark, that is not the only semantic value of the three characters. The Respondent’s assertion those three characters are a given name of Arabic and Hebrew origin, and a word in Kurmanji Kurdish, appear to be valid. Furthermore, while not common, there are words in English that begin with the letter “x”. Thus, the three characters “axa” can operate as an acronym, thereby providing an additional semantic value to the character string.

For these reasons, this is not a case in which there is no conceivable good faith use to which the disputed domain name could be put. Accordingly, the Panel does not accept the Complainant’s assertion that the only plausible conclusion is that the Respondent intentionally targeted the Complainant’s well-known trademark when acquiring the disputed domain name. The Panel is of the view that, the Complainant has not definitively proven that, more likely than not, the reason the Respondent registered the disputed domain name is because of and to target the Complainant, rather than due to its inherent value as three-letter domain name and the potential non-infringing uses to which it could be put.

Importantly, there is no evidence in the case record showing that the Respondent has acted in bad faith. There is no evidence that the disputed domain name has been used in a manner which has, or is likely to, cause confusion between the Respondent and the Complainant. The Panel is satisfied that a typical Internet user visiting the Respondent’s website would not think that it was in connected with the Complainant.

Furthermore, there is evidence in the case record that the Respondent replied constructively to the Complainant’s concerns about the disputed domain name, indicated willingness to comply with suggestions from the Complaint for modifying use of the disputed domain name to ensure there is no risk of confusion, and, when pressed by the Complainant on transferring the disputed domain name, indicated it was willing to do so merely for reasonable, documented out-of-pocket expenses.

Having duly considered all of the relevant evidence in the case record, the Panel finds that the Complainant has not discharged its evidentiary burden and that the third element of the Policy has not been established.

E. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the Panel finds that the Complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or to harass the domain-name holder, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. The mere lack of success of the complaint is not, on its own, sufficient to constitute reverse domain name hijacking. WIPO Overview 3.1, section 4.16.

Section 4.16 of the WIPO Overview 3.1, lists, non-exhaustively, circumstances which previous panels have considered to be indicative of a complaint having been brought in bad faith. One such circumstance is facts which demonstrate that the complainant clearly ought to have known it could not succeed under any fair interpretation of facts reasonably available prior to the filing of the complaint. As discussed above, there is no evidence showing that the Respondent acted in bad faith when registering and using the disputed domain name. Nevertheless, given the apparently confected nature of the Respondent’s motivation for registering

the disputed domain name, the Panel is not persuaded that the Complainant should have known it could not succeed under any fair interpretation of facts reasonably available at the time it filed the Complaint.

Accordingly, the Panel finds that the Complaint was not brought in bad faith, in an attempt at Reverse Domain Name Hijacking, and therefore did not constitute an abuse of the administrative proceeding.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Andrew F. Christie/
Andrew F. Christie
Sole Panelist
Date: May 15, 2026