

ADMINISTRATIVE PANEL DECISION

Enerpac Tool Group Corp v. Quach Cao Hanh
Case No. D2026-1458

1. The Parties

The Complainant is Enerpac Tool Group Corp, United States of America (“United States”), represented by Allen & Gledhill LLP, Singapore.

The Respondent is Quach Cao Hanh, Viet Nam.

2. The Domain Name and Registrar

The disputed domain name <kichenerpac.com> is registered with iNET Software Company Limited (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on April 6, 2026. On April 7, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 9, 2026, and April 10, 2026, 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 sent an email communication to the Complainant on April 10, 2026, 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 amended Complaint on April 30, 2026.

On April 27, 2026, the Center informed the parties in Vietnamese and English, that the language of the registration agreement for the disputed domain name is Vietnamese. On April 30, 2026, the Complainant requested English to be the language of the proceeding. The Respondent did not submit any comment on the Complainant’s submission.

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 May 1, 2026. In accordance with the Rules, paragraph 5, the due date for Response was May 21, 2026. The Respondent sent email communications to the Center between April 13, 2026, and May 21, 2026. The proceedings were suspended on June 1, 2026, and were reinstituted on July 3, 2026.

The Center appointed John Swinson as the sole panelist in this matter on July 8, 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.

4. Factual Background

The Complainant is a corporation with its headquarters in the United States. The Complainant was founded in 1910. The Complainant is listed on the New York Stock Exchange.

The Complainant is an industrial tools company, and produces hydraulic tools, controlled force products and solutions for the precise positioning of heavy loads. The Complainant designs and manufactures more than 50,000 products in eight manufacturing facilities. The Complainant's products are distributed globally through 1,400 distribution partners. The Complainant has 28 facilities in 22 countries.

The Complainant uses the domain name <enerpac.com>.

The Complainant owns a portfolio of international trademark registrations for ENERPAC, including International Trademark Registration No. 1111232, with a registration date of November 3, 2011.

The Respondent has an address in Viet Nam. The Respondent was a sales employee for Nam Thinh Co. but has ceased his association with that company. According to the Complainant, from 2024 to May 2025, the company "Nam Thinh Co." was an authorized distributor of the Complainant. The distribution arrangement was terminated by the Complainant on May 8, 2025.

The disputed domain name was registered on March 31, 2021.

At one time, the website at the disputed domain name was used by Nam Thinh Co. and the website at the disputed domain name advertised the Complainant's products for sale in Viet Nam.

The Complainant's lawyers wrote both the Respondent and to Nam Thinh Co. on February 2, 2026, demanding transfer of the disputed domain name to the Complainant. No response was received to those letters.

After sending those letters, the website at the disputed domain name was changed to remove the Complainant's trademarks and references to Nam Thinh Co. from its header.

The website at the disputed domain name has not been active since April 15, 2026.

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.

In summary, the Complainant makes the following submissions.

The disputed domain name includes the Complainant's ENERPAC trademark in its entirety. The inclusion of "kich" at the beginning of the disputed domain name does not dispel the recognition of the Complainant's trademark within the disputed domain name.

The disputed domain name resolves to a website displaying the Complainant's ENERPAC trademark and the Complainant's logo, and the website is offering for sale products which are purported to be the Complainant's products. The overall presentation of the resolving website gives the impression that the website is operated, authorised, or otherwise affiliated with the Complainant.

The Respondent was distributor for the Complainant from September 1, 2024 until termination on May 8, 2025. Accordingly, presently, the Complainant has not granted the Respondent any license or any authorization of any kind to use the Complainant's Trade Marks. The Complainant is not in any way associated or affiliated with the Respondent.

The Complainant contends that the test in *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#) ("Oki Data test"), cannot apply because the Respondent relationship as distributor has been terminated.

Even if the *Oki Data* test applies, the Respondent fails the third requirement of the *Oki Data* test because the website at the disputed domain name does not prominently disclose the nature of the relationship.

The Respondent registered the disputed domain name in bad faith in March 2021, knowing of the Complainant. This was before the Respondent was appointed distributor by the Complainant on September 1, 2024. In any event, the Complainant never authorized the Respondent to register the disputed domain name.

Use of the disputed domain name after termination of the distribution arrangement suggests bad faith.

By offering Enerpac products outside the Complainant's authorised distribution and quality control systems, the Respondent not only seeks to capitalise on the reputation and goodwill of the Complainant's trademark but has already caused reputational harm, as evidenced by customer complaints regarding non-delivery of goods. In these circumstances, the Respondent's conduct clearly constitutes bad faith registration and use of the disputed domain name.

B. Respondent

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

In an email to the Center on April 13, 2026, the Respondent stated (using a signature block for Nam Thinh Co.): "... Nam Thinh has been an authorized distributor in the Vietnam market for Enerpac Tools Group from 2008 to 2025. ... The registration and use of [the disputed domain name] for advertising and selling products was conducted in good faith, as we were an official distributor of the Enerpac brand. Our business practices have always been fair, aiming to provide the best value to end customers. However, after receiving your complaint and acknowledging that the domain contains a phrase. protected by your trademark, I will STOP the operation of the [disputed domain name] in accordance with your request."

In an email to the Center on May 2, 2026, the Respondent stated that he no longer had any affiliation with Nam Thinh Co. and that he was willing to cooperate with the Complainant to transfer the disputed domain name to the Complainant.

In an email to the Center on May 11, 2026, the Respondent stated: "I agree to the domain name transfer agreement according to the attached document" and attached an unsigned letter of undertaking referring to the WIPO Standard Settlement Form for the UDRP Proceedings.

6. Discussion and Findings

Language of the Proceeding

The language of the Registration Agreement for the disputed domain name is Vietnamese. Pursuant to the Rules, paragraph 11(a), in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement.

The Complaint was filed in English. The Complainant requested that the language of the proceeding be English for several reasons, including the fact that the Respondent is fluent in English, the disputed domain name is in Latin/English letters, and to avoid undue delay if the Complaint had to be translated into Vietnamese.

The Respondent did not make any specific submissions with respect to the language of the proceeding and sent email communications to the Center in English.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties' ability to understand and use the proposed language, time and costs (see WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 4.5.1).

Having considered all the matters above, the Panel determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English.

Offer to Transfer

To succeed, the Complainant must demonstrate that all of the elements enumerated in paragraph 4(a) of the Policy have been satisfied, namely:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
- (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

The Complainant has made detailed submissions regarding the above three elements.

The Panel notes that the Respondent was a sales employee for the company Nam Thinh Co., which appears to have been a distributor of the Complainant. The Center informed the Respondent copying the available email address for Nam Thinh Co. that the Respondent may forward the notification of Complaint and its attachments to Nam Thinh Co. While the Respondent has ceased its association with that company, the Respondent is still the confirmed registrant as confirmed by the Registrar, and the distribution arrangement was terminated by the Complainant on May 8, 2025.

The Panel further notes that disputed domain name reproduces the Complainant's trademark in its entirety along with the term "kich" (which is the Vietnamese term for "click").

The Respondent sent emails to the Center stating that he was prepared to transfer the disputed domain name to the Complainant.

The Panel decides to order the transfer of the disputed domain name to the Complainant based on this correspondence that the Respondent is consenting to the transfer of the disputed domain name to the Complainant. The Panel therefore adopts the approach set out in [WIPO Overview 3.1](#), section 4.10 as follows: “Where parties to a UDRP proceeding have not been able to settle their dispute prior to the issuance of a panel decision using the “standard settlement process” described above, but where the respondent has nevertheless given its consent on the record to the transfer (or cancellation) remedy sought by the complainant, many panels will order the requested remedy solely on the basis of such consent. In such cases, the panel gives effect to an understood party agreement as to the disposition of their case (whether by virtue of deemed admission, or on a no-fault basis).”

See, for example, *Infonxx, Inc. v. Lou Kerner, WildSites.com*, WIPO Case No. [D2008-0434](#), where the Panel stated as follows: “However, this Panel considers that a genuine unilateral consent to transfer by the Respondent provides a basis for an order for transfer without consideration of the paragraph 4(a) elements. As was noted by the Panel in *The Cartoon Network LP, LLLP v. Mike Morgan*, WIPO Case No. [D2005-1132](#), when the Complainant seeks the transfer of the disputed domain name, and the Respondent consents to transfer, the Panel may proceed immediately to make an order for transfer pursuant to paragraph 10 of the Rules. Accordingly, and in light of the parties’ stipulations set forth above, the Panel will order the transfer of the disputed domain name to the Complainant. This is clearly the most expeditious course”. See also *Dell Inc. v. New Project*, WIPO Case No. [D2021-1433](#); *QlikTech International AB v. Alexander Fischer, Theseus-AT*, WIPO Case No. [D2024-4010](#); and *Tennman Brands, LLC v. Som Helper, Aspiring Press Ltd*, WIPO Case No. [D2025-0451](#).

In conclusion, the Panel makes no substantive findings under the any elements of the Policy, but based on the circumstances of the case, and the prior cases cited above, will make an order for transfer of the disputed domain name to the Complainant.

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 name <kichenerpac.com> be transferred to the Complainant.

/John Swinson/

John Swinson

Sole Panelist

Date: July 22, 2026