ADMINISTRATIVE PANEL DECISION

PT Kristamedia Pratama v. Pablo Nakhlé Cerruti, COMEXPOSIUM
Case No. D2026-1541

1. The Parties

The Complainant is PT Kristamedia Pratama, Indonesia, represented by ABDULLAH LOETFI & CO. PATENT, TRADEMARK & LAW OFFICE, Indonesia.

The Respondent is Pablo Nakhlé Cerruti, COMEXPOSIUM, France, represented by Hadiputranto, Hadinoto & Partners (HHP Law Firm), Indonesia.

2. The Domain Name and Registrar

The disputed domain name <sialinterfoodindonesia.com> is registered with Gandi SAS (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on April 11, 2026. On April 13, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 14, 2026, the Registrar transmitted by email to the Center disclosing registrant and contact information for the disputed domain name which differed from the named Respondent ("to be obtained via WHOIS lookup or Registrar") and contact information in the Complaint. The Center sent email communications to the Complainant on May 4 and 21, 2026, regarding certain deficiencies within the Complaint. The Center sent an email communication to the Complainant on May 27, 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 amended Complaints on May 5, 26, and 28, 2026.

On May 27, 2026, the Center informed the parties in French and English, that the language of the registration agreement for the disputed domain name is French. On May 28, 2026, the Complainant requested English to be the language of the proceeding. The Respondent agreed to the Complainant's request.

The Center verified that the Complaint together with the amended Complaints 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 June 2, 2026. In accordance with the Rules, paragraph 5, the due date for Response was June 22, 2026. The Response was filed with the Center on June 22, 2026.

The Center appointed David H. Bernstein as the sole panelist in this matter on July 2, 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.

The Complainant submitted a supplemental submission on June 23, 2026. The supplemental submission merely reargues the same points and responds to the Respondent's Response without raising any new issues that could not have been anticipated in the Complaint. As a result, the Panel does not accept the supplemental submission and does not consider it in making this decision (but even if the Panel did consider the supplemental submission, it would not change the Panel's decision). Because the Panel has not accepted the Complainant's supplemental submission, it need not consider wither to give the Respondent leave to file a responsive supplemental submission.

4. Factual Background

The Complainant is PT Kristamedia Pratama, an Indonesian company specializing in international exhibitions. The Respondent is Comexposium, a French company also specializing in international exhibitions. The Respondent controls SIAL S.A. (a French exhibition company) and owns 50% of PT AMARA PERJUANGAN (an Indonesian exhibition company).

The Complainant and SIAL S.A. co-own the Indonesian registration for the trademark INTERFOOD INDONESIA. Reg. No. IDM000076054 (dated October 5, 2024).

The INTERFOOD INDONESIA mark has been used in commerce since 2000. For ten years, the Complainant and SIAL S.A. jointly promoted and operated the SIAL Interfood exhibition annually, and promoted the exhibition at the website "www.sialinterfood.com". The jointly-hosted event was held at JIExpo Kemayoran in Jakarta. After the collaboration ended, the Complainant continued its exhibition activities independently under a different trademark.

The Complainant's current exhibition is scheduled for November 4-7, 2026, at NICE (Nusantara International Convention and Exhibition) in Tangerang. The Respondent has organized a competing exhibition under the SIAL INTERFOOD name for the same dates, and will host the exhibition at the same venue previously used by the Complainant and SIAL S.A.

The Respondent registered the disputed domain name on February 20, 2026. The website to which the disputed domain name resolves is promoting the Respondent's upcoming exhibition.

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 domain name is confusingly similar to the registered trademark it co-owns with SIAL S.A. The Complainant argues that the disputed domain name incorporates the trademark INTERFOOD INDONESIA in its entirety and that the additional term in the disputed domain name, "sial," is associated with the formerly co-branded SIAL Interfood exhibition. As a result, the Complainant claims, the Respondent's use of the disputed domain name causes confusion with the Complainant's trademark and business.

The Complainant further contends that the Respondent has no rights or legitimate interests in the disputed domain name. The Complainant claims the Respondent did not obtain the consent of all-owners of the INTERFOOD INDONESIA trademark before unilaterally registering disputed the domain name. It asserts that the Respondent is not commonly known by the disputed domain name and does not have any wholly independent right to use the trademark as part of a domain name. It further argues that the Respondent's use and promotion of the disputed domain name is purely for commercial gain for what it calls "a rival food and beverage trade exhibition". As the Respondent's exhibition venue is the same as the venue from prior co-branded exhibitions, and as the Respondent's exhibition dates overlap with the Complainant's, the Complainant argues that the Respondent is directly and unfairly competing with the Complainant's lawful business activities.

Finally, the Complainant contends that the disputed domain name was registered and used in bad faith. It claims that the Respondent utilized insider knowledge to promote its exhibition under the disputed domain name at the same venue that the Complainant and SIAL S.A. used in the past.

The Complainant also addresses the Respondent's apparently unsuccessful attempt at an unauthorized transfer of the co-owned trademark to one of its partially-owned subsidiaries, PT AMARA TUJUH PERJUANGAN. The Complainant claims that the WIPO Global Brand Database shows INTERFOOD INDONESIA as being owned by three parties (the Complainant, SIAL S.A. and PT AMARA TUJUH PERJUANGAN) instead of two (the Complainant and SIAL S.A.), which is what the Complainant claims is the proper ownership. The Complainant states that the Directorate General of Intellectual Property of the Republic of Indonesia (DGIP) refused to acknowledge the transfer of part of the ownership of the trademark registration to PT AMARA TUJUH PERJUANGAN as the Respondent lacked the Complainant's consent to the transfer and the Complainant is a part owner of the trademark registration. The Complainant filed a criminal report in relation to the unauthorized attempted transfer of the trademark registration, and claims that the attempted transfer and the Respondent's use of insider knowledge together show bad faith.

B. Respondent

The Respondent contends that the Complainant did not satisfy any of the elements required under the Policy for a transfer of the disputed domain name.

The Respondent claims that it exclusively owns rights over the "sial" word element of the disputed domain name. It owns a trademark registration for SIAL in Indonesia, Registration No. IDM000536306, dated January 29, 2024, and in other countries as well. Under its SIAL trademark, the Respondent operates several global trade fairs, including "SIAL Paris, SIAL China, SIAL Canada, and SIAL Interfood". The Respondent acknowledges that the INTERFOOD INDONESIA trademark registration is jointly owned by the Complainant and SIAL S.A. It argues that the "INTERFOOD" portion of the trademark is not exclusively owned by any single party because, according to the DGIP's database of Indonesia trademark registrations, several different parties own trademark registrations for or containing the term "interfood".

The Respondent contends that it has rights or legitimate interests in the disputed domain name because the disputed domain name contains its SIAL trademark, along with the commonly used term "interfood". The Respondent further argues that, because the term "interfood" is not wholly owned by any one single party, the Complainant is wrong to assert that the Respondent has no rights in the disputed domain name.

Finally, the Respondent contends that the disputed domain name was not registered in bad faith for several reasons. It asserts that, as it owns the SIAL trademark, it has a good faith basis to register a domain name containing the word "sial." If anything, it is the Complainant that is acting in bad faith by redirecting Internet users searching for the domain name <sialinterfood.com> (which the Complainant appears to control) to <kristainterfood.com> (another of the Complainant's websites). The Respondent asserts that the Complainant's redirection is an act of bad faith because it diverts consumers who are looking for the Respondent and its SIAL brand.

6. Discussion and Findings

This is a highly unusual UDRP case. Both the Complainant and the Respondent have ownership rights in the trademark at issue. Neither the Complainant nor the Respondent has provided any information on how the law of Indonesia (which is where the parties appear to be using the various trademarks and domain name at issue) addresses the situation where two parties co-own a trademark registration but disagree on how the trademark may be used. It thus is not apparent to the Panel what the co-ownership means under Indonesian law. What is apparent to the Panel is that this dispute is about much more than just the disputed domain name. The Complainant's real complaint appears to center around the Respondent's plans to host a food and beverage exhibition in competition with the Respondent's exhibition, and that it is doing so in the same venue that the parties previously used for their co-hosted exhibition, and at the same time that the Respondent is hosting its own food and beverage exhibition, and that it is doing so under a name that includes the term "Interfood". Other aspects of the dispute appear to center around the Respondent's allegedly improper effort to transfer the trademark at issue to one of its partially-owned subsidiaries, and whether the Respondent engaged in criminal activities.

The vast majority of those disputes are far outside of the UDRP. This proceeding is about only one issue: whether the Respondent's registration and use of the disputed domain name constitutes cybersquatting. For that reason, the Panel will focus exclusively on the issues surrounding the disputed domain name. The parties will need to address their other disagreements in another forum.

To have the disputed domain name transferred, the Complainant must show by a preponderance of the evidence:

i. that the disputed domain name is identical or confusingly similar to a trademark or service mark in which it holds rights;

ii. that the Respondent has no rights or legitimate interests in the disputed domain name; and

iii. that the disputed domain name was registered and used in bad faith.

Although the Complainant satisfies the first element, it fails to establish the second and third elements.

A. Identical or Confusingly Similar

As a co-owner of the trademark registration at issue, the Complainant has proven that it holds rights in the trademark for purposes of the Policy. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("WIPO Overview 3.1"), section 1.2.1. The fact that the Respondent's subsidiary also is a co-owner of the trademark is relevant to the second and third elements, but it does not undermine the fact that, for standing purposes, the disputed domain name is confusingly similar to a mark in which the Complainant has rights.

The Complainant also has proven that the disputed domain name is confusingly similar to that mark given that the entirety of the mark is reproduced within the disputed domain name. Specifically, the mark INTERFOOD INDONESIA appears entirely in the disputed domain name <sialinterfoodindonesia.com>. Therefore, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. WIPO Overview 3.1, section 1.7.

The Respondent, although not contesting that the Complainant co-owns the trademark, argues that the disputed domain name is not confusingly similar to the trademark because the disputed domain name includes the Respondent's own trademark, SIAL. That argument reflects a misunderstanding of the first element of the UDRP. The addition of another term – even one that is exclusively owned by the Respondent – does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. WIPO Overview 3.1, section 1.8.

The Panel therefore finds that the Complainant has established the first element of the Policy.

B. Rights or Legitimate Interests

The Complainant fails to establish that the Respondent lacks rights or legitimate interests.

The Complainant argues that the Respondent failed to obtain the consent of all co-owners before registering the disputed domain name, but it failed to provide any authority for the proposition that the Respondent was required to do so. Nor has the Complainant argued that Indonesian law prevents the Respondent from reflecting a trademark it co-owns with another party in a domain name.[1] There does not appear to be any agreement between the parties as to how they can use their co-owned trademark and any limitations on such use; in any event, the Complainant has not identified any contractual provisions that prevent the Respondent from reflecting the trademark it co-owns in a domain name. In the absence of some basis for saying that the Respondent cannot use its own trademark, the Panel finds that the Respondent has clear rights and legitimate interests in the disputed domain name.

The Complainant has thus failed to establish the second element of the Policy.

C. Registered and Used in Bad Faith

For essentially the same reasons, the Complainant also fails to establish bad faith.

As noted above, the Respondent's subsidiary is a legitimate co-owner of the trademark. Therefore, for purposes of the Policy, the Respondent's use and registration of the disputed domain name is not in bad faith. Whether the Respondent has engaged in other bad faith conduct – such as an alleged improper attempt to transfer the trademark, or alleged unfair competition under Indonesian law by virtue of planning a competing food and drink exhibition using the same venue and at the same time and under a name that includes the term "Interfood" – are issues that are outside of this dispute and not relevant to the Panel's determination of whether the disputed domain name was registered and used in bad faith.

Accordingly, the Panel finds that the Complainant has not satisfied the third element of the Policy.

7. Decision

For the foregoing reasons, the Panel denies the Complaint.

/David H. Bernstein/
David H. Bernstein
Sole Panelist
Date: July 16, 2026

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[1] If anything, online commentary on joint ownership of trademark rights in Indonesia suggests that each joint owner will own an equal portion of the jointly owned IP rights, unless agreed otherwise. "Indonesia: Joint Ownership of Trade Mark Rights", ManagingIP, Aug. 24, 2016, (https://www.managingip.com/article/2a5bqo2drurt0bwsoqzyi/indonesia-joint-ownership-of-trade-mark-rights). That seems similar to the approach in some other countries. *See, e.g., Reed v. Marshall*, 142 F.4th 338, 346 (5th Cir. 2025) (in the United States, "a trademark co-owner does not infringe upon his co-owners rights by exercising his own right of use"). The Panel does not, however, rely on this guidance in reaching the decision it does in this case, since the burden was on the Complainant to show that the Respondent lacks rights or legitimate interests, and the Complainant has not sustained its burden of doing so given that it made no effort to explain how Indonesian law would treat this situation. Because this issue does not impact the Panel's decision, the Panel has elected not to put this question to the parties for supplemental submissions, since that would unnecessarily delay the resolution of this Complaint.