ARBITRATION
AND
MEDIATION CENTER

ADMINISTRATIVE PANEL DECISION

WTA Tour, Inc. v. Badan Sergiu, Badan Sergiu
Case No. D2026-2148

1. The Parties

The Complainant is WTA Tour, Inc., United States of America, represented by IPAssure Brand Protection Services, LLC, United States of America ("United States").

The Respondent is Badan Sergiu, Badan Sergiu, Republic of Moldova.

2. The Domain Name and Registrar

The disputed domain name <wta.tennis> is registered with Name.com, Inc. (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on May 19, 2026. On May 20, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On May 21, 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 May 22, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint.

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 May 29, 2026. In accordance with the Rules, paragraph 5, the due date for Response was June 18, 2026. The panel appointment process commenced on June 24, 2026. The Complainant and Respondent, respectively, sent emails to the Center on June 24, 2026. The Response due date was extended until June 28, 2026, and the Response was filed with the Center on June 28, 2026.

The Center appointed Adam Taylor as the sole panelist in this matter on July 1, 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 women's professional tennis organisation that has organised and promoted women's tennis tournaments worldwide under the mark WTA for over 50 years. The Complainant operates the "WTA Tour", which comprises 50 events and four Grand Slams. Since 2023, its global broadcast/streaming audience has exceeded one billion people. "WTA" stands for the Women's Tennis Association.

From 2005 to 2014, the Complainant's worldwide revenue and marketing expenditure was approximately USD 529 million/USD 17.8 million, respectively, and from 2015 to date, some USD 1.1 billion/USD 51.8 million, respectively.

The Complainant owns many registered trade marks worldwide for WTA including United States trade mark No. 4032649, registered on September 27, 2011, in class 41.

The Complainant operates a website at "www.wtatennis.com", which had approximately 120,000 daily users in 2015, and which averaged between one to two million monthly users from 2019 to 2025.

The disputed domain name was registered on May 20, 2015.

On various dates in 2024 and 2025, the disputed domain name resolved to Sedo parking pages with tennis-related pay-per-click ("PPC") links.

As of May 18, 2026, the disputed domain name resolved to a Sedo page offering the disputed domain name for sale with a minimum offer price of USD 9,999.

On February 7, 2025, acting through an investigator, the Complainant emailed the Respondent expressing interest in buying the business "on behalf of a friend … starting a small tennis business". The Respondent replied, stating: "I'm not actively seeking to sell it, as I have some plans regarding it. But if offer is good enough, I may consider". On February 11, 2025, the Complainant responded, offering USD 2,500. On February 12, 2025, the Respondent stated: "Unfortunately, I already have an open offer for 20x this amount so I was looking for a somewhat bigger figure." On February 13, 2025, the Complainant offered USD 7,500. On February 20, 2025, the Respondent stated: "… I saw the domain name shop.tennis was available for purchase. Maybe that is a better approach. I'm a very bad nego[t]iator. That wasn't a starting point for negotiating down. I'm sorry I was misunderstood."

On April 9, 2025, the Complainant sent a legal letter to the Respondent demanding the transfer of the disputed domain name. On April 12, 2025, the Respondent replied stating that it had removed the Sedo parking, that it had not made much money from this and providing a screenshot referring to earnings of EUR 0.07 over 12 months.

On April 14, 2025, the Complainant enquired how the Respondent would like to conduct the transfer, and the Respondent replied stating that it did not say that it would transfer the disputed domain name. On the same day, the Complainant advised that it would pay any associated transfer costs, and the Respondent replied, saying that it did not purchase the disputed domain name to sell as it was a gift for the Respondent's wife who loves tennis and "we didn't want to use it in a way that would mislead people". The Respondent pointed out that it had removed the disputed domain name from Sedo, as the Complainant had requested, that it had declined previous offers of USD 50,000 and USD 7,000 for the disputed domain name. The Respondent invited the Complainant to provide the DNS records, in which case the Respondent would "park" the disputed domain name for the same annual cost that the Respondent was paying. On April 16, 2025, the Complainant offered USD 1,000 for the disputed domain name. On April 17, 2025, the Respondent stated that its system administrator had proposed Sedo parking as a means of generating revenue so that ownership of the disputed domain name "would be self-sustaining", but the disputed domain name was not for sale. The Respondent reiterated its previous offer to point the DNS to the Complainant's servers.

On April 18, 2025, the Respondent resolved the disputed domain name to a webpage bearing the following notice:

"This is NOT the Women's Tennis Association website.

This domain was registered as a personal gift for my wife… who is a lifelong fan of tennis.

The name was chosen simply to reflect her love of the sport - it is not affiliated with or related to the Women's Tennis Association or any other organization.

This is a private, non-commercial website. It is not intended to mislead, confuse, or infringe on any trademarks or brands.

If you're looking for the official Women's Tennis Association website, please visit wtatennis.com."

On May 6, 2025, the Complainant queried the Respondent's "parking" offer and reiterated that it required transfer in return for registration/transfer costs. On May 22, 2025, the Respondent stated that the disputed domain name would not be used to make money or mislead anyone, and that no payment was required from the Complainant if it signed an agreement. The Respondent added that it would be disrespectful to sell the disputed domain name as it has been bought as a gift for the Respondent's wife.

On June 19, 2026, after the Complaint was filed, the Respondent emailed the Complainant querying the role of the investigator and stating that, while the Respondent previously had no intention of selling the disputed domain name, now that it was aware that the offer emanated from the Complainant, and not a sports shop, the Respondent was open to reconsidering the offer in order to achieve a quick settlement. In an email of June 24, 2026, the Complainant rejected the Respondent's offer and claimed that it further established the Respondent's bad faith.

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.

B. Respondent

The Respondent contends that the Complainant has not satisfied the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Respondent contends that:

- the disputed domain name was registered solely as a sentimental gift for the Respondent's wife, a lifelong tennis fan, and not to target the Complainant or its trade marks;
- the fact that the Respondent's wife never developed a website or blog does not diminish the fact that it was a gift;
- the disputed domain name has never been actively used and has therefore never been used in bad faith;
- Sedo parking was implemented only to offset renewal costs, generated only "pennies" over more than 10 years, far less than the total USD 800 renewal costs, and was never intended to generate a commercial profit;

- the Sedo asking price was intended merely to discourage unsolicited approaches from potential buyers rather than as a genuine sale offer, and the Respondent had even forgotten that the disputed domain name was listed at that price;
- the Respondent never initiated contact with the Complainant or sought to sell the disputed domain name to the Complainant or anyone else;
- the Complainant rejected the purchase offers made by the Complainant's investigator of up to USD 7,500, the Respondent's mention of "an open offer for 20x this amount" was a discouraging tactic, not a genuine solicitation, and the Respondent even directed the buyer to an alternative domain name;
- the investigator misrepresented its identity by posing as an unrelated third party, amounting to an attempt to entrap the Respondent into evidence of bad faith;
- following receipt of the Complainant's legal letter, the Respondent acted transparently and in good faith by removing the Sedo parking page, directing the disputed domain name to a null address, offering to point the disputed domain name to the Complainant's servers free of charge or for reimbursement only of annual registration costs, and publishing a prominent disclaimer;
- the Complainant incorrectly alleged that the Respondent had relisted the disputed domain name for sale after April 2025, whereas any continuing Sedo listing was an error resulting from an automatic integration between Sedo and the Registrar;
- the Respondent's post-Complaint willingness to explore settlement merely reflected a desire to avoid litigation after learning that the investigator had been acting for the Complainant, and to reconsider the Complainant's offer of USD 7,500, yet the Complainant mischaracterised this as a demand for payment and evidence of bad faith;
- passive holding alone is insufficient to establish bad faith, particularly where the Respondent has always used its true identity and taken no steps to conceal its ownership;
- the disputed domain name, which was never indexed on Google, did not divert traffic from the Complainant, disrupt its business, or adversely affect its commercial performance;
- the PPC links were automatically generated and, insofar as they led to links to tennis broadcasts, directed Internet users to authorised broadcasters of the Complainant's own events rather than competitors;
- the Complainant's United States registered trade mark No. 1692134 for WTA was cancelled in 2016, and it is now primarily relying on the service mark WTA TOUR;
- the Respondent did not register the disputed domain name with knowledge of, or intent to target, the Complainant because "WTA" is a common three-letter acronym and "tennis" is a dictionary word;
- the Respondent did not engage in any evasive conduct after receiving the Complainant's legal letter, including by transferring the disputed domain name or concealing its identity;
- the Complainant has no registered trade mark in the Respondent's home jurisdiction of Republic of Moldova; and
- the Complaint constitutes Reverse Domain Name Hijacking because, amongst other things, the Complainant relied on a deceptive purchase approach by its investigator, misrepresented subsequent settlement communications, and improperly relied on a cancelled United States trade mark registration.

6. Discussion and Findings

A. 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 trade mark and the disputed domain name. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("WIPO Overview 3.1"), section 1.7.

The Complainant has shown rights in respect of a trade mark or service mark for the purposes of the Policy. WIPO Overview 3.1, section 1.2.1.

The Respondent objects that one particular United States mark for WTA relied upon by the Complainant had been cancelled. However, the Complainant acknowledged that fact in the Complaint, stating that it deliberately decided not to renew the mark in 2016 due to the Complainant's numerous other worldwide trade mark registrations. Indeed, the Complainant has produced evidence of many other WTA marks, and the Respondent is wrong to say that the Complainant is primarily relying on WTA TOUR marks. Accordingly, nothing turns on the cancellation of that one particular WTA mark.

It is also irrelevant, if true, that the Complainant has no registered trade mark in the Respondent's home jurisdiction of Republic of Moldova. Given the global nature of the Internet and the domain name system, the jurisdiction where the Complainant's trade marks are valid is not considered relevant to panel assessment under this first element. WIPO Overview 3.1, section 1.1.2.

The Panel finds the WTA mark is recognisable within the disputed domain name. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. WIPO Overview 3.1, section 1.7.

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

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognised that proving that a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative", requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. WIPO Overview 3.1, section 2.1.

Having reviewed the available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant's prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

As to paragraph 4(c)(i) of the Policy, the disputed domain name has been used for a parking page with PPC links to tennis-related goods/services. Use of a domain name to host PPC links that compete with or capitalise on the reputation and goodwill of the complainant's mark or otherwise mislead Internet users does not represent a bona fide offering. WIPO Overview 3.1, section 2.9.

It does not assist the Respondent that the PPC links were automatically generated by Sedo or that the Sedo parking generated only "pennies" in revenue. WIPO Overview 3.1, section 3.5. Nor is it relevant, if true, that some or all of the PPC links ultimately led to the websites of broadcasters authorised by the Complainant. The fact remains that the PPC links capitalised on trade mark value and do not represent a bona fide offering under the second element.

Nor is there any evidence that paragraphs 4(c)(ii) or (iii) of the Policy are relevant in the circumstances of this case.

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

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

Here, the Panel considers that the Respondent registered the disputed domain name for sale to the Complainant for an amount likely to be in excess of the Respondent's out-of-pocket costs in accordance with paragraph 4(b)(i) of the Policy.

First, the Respondent has given an implausible reason for registration of the disputed domain name, namely as a sentimental gift for the Respondent's wife, allegedly a lifelong tennis fan. The Respondent has not provided any evidence verifying the gift, let alone explained exactly what the Respondent envisaged that the Respondent's wife would do with the disputed domain name, which has not been used other than as a parking page since it was registered over ten years ago.

Furthermore, the Respondent has not given any reason for selecting a domain name comprising the acronym "wta". It seems inherently unlikely that the Respondent chose as a gift a domain name consisting of three random letters plus the generic top-level domain ("gTLD") suffix ".tennis".

Second, the Complainant has established a vast reputation in the WTA mark as of the date of registration of the disputed domain name. In the Panel's view, it is inconceivable that that the Respondent chose the acronym "wta" in conjunction with the gTLD suffix ".tennis" other than by reference to the Complainant.

Third, the Respondent offered the disputed domain name for sale at USD 9,999. In the circumstances, including the Respondent's implausible explanation of its purpose in registering the disputed domain name, the Panel does not find it credible that the Respondent selected this price merely to discourage unsolicited approaches from potential buyers, as the Respondent claims. More likely than not, the Respondent was aiming this price at the Complainant.

Dealing with the Respondent's other arguments:

- That the disputed domain name has never been actively used. In fact, the Panel notes that it has been actively used in the sense that it was publicly offered for sale. It has also been used as a parking page with PPC links, although the Panel makes no bad faith finding in this regard.

- That the Respondent never initiated contact with the Complainant or sought to sell the disputed domain name to the Complainant or anyone else. The Panel has concluded that the Respondent's Sedo sale listing was likely directed at the Complainant and that suffices for the purposes of paragraph 4(b)(i) of the Policy.

- That the Respondent rejected the covert purchase offers by the Complainant's investigator. The Respondent told the investigator that, while the Respondent was not actively seeking to sell the disputed domain name, the Respondent may reconsider if the offer was good enough. The Respondent also referred to "an open offer for 20x this amount", indicating that the reason for the Respondent's rejection of the investigator's offers was that they were too low, not that the Respondent was unwilling to sell the disputed domain name. The Panel is not convinced by the Respondent's claim that it only mentioned the open offer as another "discouraging tactic". In any case, even if the Respondent had decided by 2025 that the disputed domain name was not for sale, that by no means indicates that the Respondent did not originally plan to sell the disputed domain name to the Complainant when registering it some 10 years earlier.

- That the investigator misrepresented its identity and attempted to entrap the Respondent. This is irrelevant as the Panel has not relied on anything said in the 2025 communications as evidence that the Respondent registered the disputed domain name in 2015 for sale to the Complainant.

- That the Respondent's post-Complaint willingness to reconsider the investigator's offer of USD 7,500 merely reflected a desire to avoid litigation, and was not evidence of bad faith. The Panel has not treated those post-Complaint comments by the Respondent as evidence of bad faith.

- That the Respondent never attempted to conceal its identity; that the disputed domain name was never used to divert traffic from the Complainant or disrupt its business; and that, following receipt of the Complainant's legal letter, the Respondent acted in good faith by removing the Sedo parking page, offering to point the disputed domain name to the Complainant's server for no more than its annual registration costs and posting a disclaimer. None of these affect the Panel's conclusion that the Respondent likely registered the disputed domain name with the intent to sell it to the Complainant.

- That any relisting of the disputed domain name for sale after April 2025 was a Sedo/Registrar error. The Panel has placed no weight on such relisting.

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

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 <wta.tennis> be transferred to the Complainant.

/Adam Taylor/
Adam Taylor
Sole Panelist
Date: July 13, 2026