

ADMINISTRATIVE PANEL DECISION

GGM Gastro International GmbH v. Sc one stop gsm srl
Case No. DRO2026-0002

1. The Parties

The Complainant is GGM Gastro International GmbH, Germany, represented by LS Legal, s.r.o., Slovakia.

The Respondent is Sc one stop gsm srl, Romania, internally represented.

2. The Domain Name and Registrar

The disputed domain name <ggmgastro.ro> (the “Disputed Domain Name”) is registered with ROTLD (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on January 20, 2026. On January 21, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On January 22, 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 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 February 3, 2026. In accordance with the Rules, paragraph 5, the due date for Response was February 23, 2026. The Response was filed with the Center on February 18, 2026.

The Center appointed Gabriela Kennedy as the sole panelist in this matter on February 27, 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 March 30, 2026, the Panel issued a Procedural Order inviting both parties to submit further evidence and arguments addressing the circumstances surrounding the parties' prior business relationship. The Complainant filed supplemental submissions on April 7, 2026 and April 10, 2026. The Respondent filed supplemental submissions on April 6, 2026, April 7, 2026, April 9, 2026, and April 10, 2026.

4. Factual Background

The Complainant is a European wholesale company distributing equipment, devices, and accessories for the hospitality industry. The Complainant sells and distributes its GGM and GGMGASTRO branded products in over 30 countries. Its product range includes, inter alia, kitchen appliances, as well as stainless steel kitchen furniture, cutlery, plates, glasses, and textiles for the catering sector.

The Complainant owns various trademarks for the GGMGASTRO mark. The relevant trademark registrations include the European Union Trade Mark Registration No. 018054340 for "GGMGASTRO" in Classes 7, 8, 11, 20, 21, and 25 registered on August 7, 2019, the Germany Trademark Registration No. 302009056903 for "GGMGASTRO" in Classes 7, 11, 20, and 21 registered on April 23, 2010, and the International Trademark Registration No. 1538625 for "GGMGASTRO" in Classes 7, 8, 11, 20, 21, and 25 registered on March 28, 2020, designating Switzerland, the United Kingdom, Norway, Ukraine, and the United States of America (collectively the "Complainant's Trademark").

The Complainant also owns trademark rights in the GGM mark. The relevant trademark registration is the European Union Trade Mark Registration No. 017929475 for "GGM" in Classes 7, 8, 11, 20, 21, and 25 registered on November 7, 2018.

The Complainant's official website can be found at "gmgastro.com".

The Respondent was previously engaged by GGM Balkan LTD (an official regional representative of the Complainant in Eastern Europe) as a reseller, point of contact, and administrator for the Complainant in Romania. According to the Respondent, the business relationship between the parties began from September 14, 2018 as the Respondent entered into a Partnership Agreement with GGM Balkan LTD, where GGM Balkan LTD authorized the Respondent to sell the Complainant's products in Romania.

The Disputed Domain Name was registered on October 2, 2018, a number of years after the Complainant first registered the Complainant's Trademark.

At the time of the filing of the Complaint and the rendering of this Decision, the Disputed Domain Name redirects to "www.gmgastro.com/ro-ro-ron" which appears to be the Romanian language version of the Complainant's official website (the "Respondent's Website").

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:

(a) The Disputed Domain Name is identical to the Complainant's Trademark. It incorporates the Complainant's Trademark "GGMGASTRO" in its entirety, with no addition or alteration. The addition of the country-code Top-Level Domain (ccTLD) ".ro" should be disregarded for the analysis. Furthermore, the Disputed Domain Name also incorporates the Complainant's GGM mark in full, with the addition of the term "gastro", which is a term closely associated with the Complainant's branding and commercial identity.

(b) The Respondent has no rights or legitimate interests in the Disputed Domain Name. The Disputed Domain Name was registered without the knowledge or authorization of either the Complainant or its regional partner, GGM Balkan O.O.D, which precludes any finding of bona fide rights or legitimate interests. Furthermore, in 2020 the Respondent founded a company under the name “GGM GASTRO INTERNATIONAL EST SRL” in Romania where the company name was listed under “Contacts” under the Respondent’s Website at the time. The Respondent demonstrated its knowledge of the Complainant’s brand but also an intent to appropriate it for his own benefit by incorporating the Complainant’s Trademark into his own company name. Moreover, the Respondent has never used the Disputed Domain Name in connection with a bona fide offering of goods or services of his own. The Disputed Domain Name has either remained inactive or, at times, has redirected to the Complainant’s official website. Passive holding and redirection of a domain name incorporating another’s mark without authorization does not constitute legitimate use under the Policy. In February 2021, the Complainant migrated its online shop system and required technical access to the Disputed Domain Name. Through GGM Balkan, the Complainant requested that the Respondent provide the domain credentials. The Respondent complied, and the Complainant temporarily assumed registrar control. In 2022, the relationship between the Respondent and GGM Balkan broke down, and the Respondent reversed the transfer and reinstated himself as the registrant of the Disputed Domain Name to maintain leverage and obstruct the Complainant’s rights. The Respondent was never commonly known by the Complainant’s Trademark or the GGM mark, never acquired any rights in these marks, never made a bona fide use of the Disputed Domain Name, and at all times acted without authorization.

(c) The Disputed Domain Name was registered and is being used in bad faith. The Respondent registered the Disputed Domain Name without informing the Complainant or obtaining the Complainant’s consent when the Respondent was fully familiar with the Complainant’s business and the Complainant’s rights through his operational involvement in the Complainant’s regional distribution chain. In 2020, the Respondent established a Romanian company using the Complainant’s Trademark in the company name in a deliberate attempt to misappropriate the Complainant’s brand. Moreover, the Complainant issued a cease-and-desist letter to the Respondent on March 30, 2023 requesting that the Respondent cease the use of the Disputed Domain Name. The Respondent failed to comply with the requests set out in the cease-and-desist letter which further evidences the Respondent’s bad faith. Furthermore, the Respondent’s use of the Disputed Domain Name has been limited to passive holding and redirection to the Complainant’s official website. The redirection of the Disputed Domain Name to the Complainant’s official website reinforces the fact that the Respondent is exploiting the Complainant’s goodwill and simultaneously blocking the Complainant from managing its own brand’s ccTLD in Romania.

B. Respondent

The Respondent provided a Response to the Complainant’s contentions. The Respondent contends that the Complainant has not satisfied the second and third elements required under the Policy for a transfer of the Disputed Domain Name.

Notably, the Respondent contends that the present dispute arises from a breakdown of a prior commercial relationship and does not concern cybersquatting, therefore this dispute is generally outside the intended scope of the Policy. The Respondent also contends that:

(a) The Respondent has rights and legitimate interests in the Disputed Domain Name. At the time of registration of the Disputed Domain Name, the Respondent was acting pursuant an authorized reseller relationship with the Complainant established through GGM Balkan LTD (the Complainant’s official regional representative in Eastern Europe). The Disputed Domain Name was registered to support a bona fide offering of goods and services related to the authorized sale and promotion of GGM Gastro products in Romania. Throughout the parties’ commercial relationship, the Respondent purchased genuine GGM Gastro equipment directly from GGM Balkan OOD. These transactions reflect a legitimate, ongoing distributor relationship, not an attempt to exploit the Complainant’s Trademark.

(b) The Disputed Domain Name was neither registered nor used in bad faith. The Disputed Domain Name was registered in the context of an authorized commercial relationship. In January 2019, during the ongoing cooperation between the parties, the Complainant explicitly acknowledged that the Respondent had registered the Disputed Domain Name and requested access to it, and the Respondent has complied with such access request. The Disputed Domain Name was not registered or acquired for the purpose of selling, renting, or otherwise transferring it to the Complainant or any competitor. The Respondent has not engaged in any pattern of domain name registrations preventing the Complainant from reflecting its mark in a corresponding domain name. The Disputed Domain Name was never used to host a competing website, display advertising, mislead customers, or generate independent commercial gain – instead it redirects Internet users to the Complainant's official website, demonstrating the absence of any competing or misleading use. The parties are not competitors, and the Disputed Domain Name was not registered to disrupt the Complainant's business or to attract Internet users for commercial gain by creating confusion. On the contrary, the domain name was used cooperatively in connection with an authorized commercial relationship.

The Respondent does not contest that the Disputed Domain Name is similar to the Complainant's Trademark.

C. Complainant's Response to the Respondent's Contentions

(a) The distribution relationship referred to by the Respondent arose between the Respondent and GGM Balkan LTD, not between the Respondent and the Complainant. The Respondent did not allege that it is a licensee, reseller or distributor of the Complainant's goods but claimed a relationship with another company different from the Complainant, and did not file any evidence that indicates a relationship of any sort between the parties. There is no evidence of the Complainant having authorized the Respondent to sell its branded goods, let alone through a domain name which fully incorporates and is confusingly similar to the Complainant's Trademark. Furthermore, even if the distribution agreement was relevant to these proceedings, it does not contain any authorization for the Respondent to register the Disputed Domain Name. The distribution agreement contains no provision granting the Respondent the right to register a domain name incorporating the Complainant's Trademark in its entirety, nor any clause transferring or licensing trademark rights, nor any provision allowing the Respondent to retain such a domain name after termination of the commercial relationship.

(b) The Respondent was never entitled to register the Disputed Domain Name and the Respondent never entered into a distribution relationship with the Complainant. Even if such a relationship had been established, the Respondent cannot retain ownership of the Disputed Domain Name after the termination of the distribution agreement, and thus the registration of the Disputed Domain Name by the Respondent constitutes registration in bad faith. After the termination of the distribution agreement, there was no legitimate reason for the Respondent to continue holding a domain name identical to the Complainant's Trademark. The continued retention of the Disputed Domain Name after termination constitutes independent evidence of a lack of rights or legitimate interests and supports a finding of bad faith.

(c) Mere awareness of a domain name registration does not constitute consent, authorization, or transfer of ownership rights. A request for login credentials of the Disputed Domain Name by the Complainant cannot reasonably be interpreted as recognition of the Respondent's entitlement to hold the Disputed Domain Name.

(d) At the time of registration of the Disputed Domain Name, the Respondent was already aware of the Complainant's activities but nevertheless registered the Disputed Domain Name without the Complainant's consent.

D. Respondent's Supplemental Response

In response to the Panel's Procedural Order, the Respondent provided additional evidence and arguments. The Respondent submitted email correspondence demonstrating that the Complainant's representatives forwarded Romanian customer inquiries directly to the Respondent for handling; that the Respondent was requested to translate product data and website content for the Romanian market; and that the Respondent also received instructions from the Complainant about recording customer orders and Complainant indicated that they will be paying the Respondent a commission based on the customer orders made. The Respondent also submitted evidence that the Disputed Domain Name uses the same nameserver infrastructure as the Complainant's own domain name.

The Respondent additionally relied upon a letter from the Complainant dated November 29, 2022 ("Annex L") in which the Complainant stated: "At the time of your and our partnership, the ownership of the disputed domain was tolerated." The Respondent contends that this express acknowledgment confirms the Complainant's awareness of and acquiescence to the Respondent's registration of the Disputed Domain Name during the commercial relationship. The Respondent argues that a domain name registered with the knowledge and acceptance of the trademark owner cannot have been registered in bad faith, and that subsequent withdrawal of tolerance cannot retroactively transform an originally legitimate registration into bad faith.

The Respondent confirmed that the Disputed Domain Name was registered in its own name, at its own initiative, and as part of its independent business activity in Romania. At no point did the Respondent act as an agent, trustee, or nominee of the Complainant. There is no evidence of any agreement requiring the Respondent to register or hold the domain name on behalf of the Complainant. The Respondent operated as a commercial partner within a broader distribution framework, including through GGM Balkan, the Complainant's official representative for Eastern Europe. In this context, the registration and use of a local domain name targeting Romanian customers was a natural and legitimate business step.

E. Complainant's Supplemental Response

The Complainant disputes that any business relationship existed directly between the Complainant and the Respondent. The Complainant contends that the individuals named in the correspondence (including Roberto Tekce and Alberto Tekce) were representatives of GGM Balkan, not the Complainant, and that GGM Balkan had autonomy to enter into partnerships without the Complainant's approval. The Complainant was not part of the correspondence between GGM Balkan and the Respondent, and GGM Balkan's representative used the Complainant's name in the email signature without authorization. The Complainant argues that the registration of a domain name identical to a trademark requires clear and specific authorisation, and that general commercial cooperation cannot be construed as granting the right to register or retain such a domain name. According to the Complainant, the Respondent's contentions can only demonstrate their operational collaboration with GGM Balkan, which is legally distinct from the Complainant and had no authority to grant rights in the Complainant's Trademark.

Regarding Annex L, the Complainant argues that any tolerance was temporary, conditional, and limited to the context of the ongoing commercial relationship, and does not constitute authorisation or create any rights or legitimate interests. The Complainant notes that Annex L itself demonstrates that the Complainant expressly withdrew any such tolerance and requested transfer of the Disputed Domain Name, stating that continued ownership would no longer be lawful. The Complainant further submitted a Whois history report showing that the Respondent changed the Disputed Domain Name's registrar from InterNetX GmbH (the Complainant's domain provider) following the breakdown of the commercial relationship, which the Complainant argues evidences the Respondent's intentional retention of control over the Disputed Domain Name.

6. Discussion and Findings

Language of the Proceeding:

The language of the Registration Agreement for the Disputed Domain Name is Romanian. 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, the Response, and the Complainant's Reply to the Response of the Respondent were all filed in English. The Complainant requested for the language of the proceeding to be in English stating that the Respondent has demonstrated proficiency in English in its previous correspondence with the Complainant.

The Respondent agreed to have the proceedings in English.

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

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 Trademark 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 trademark or service mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.2.1.

The entirety of the Complainant's Trademark is reproduced within the Disputed Domain Name. Furthermore, it is well established that the ccTLD, ".ro" in this case, may be disregarded for the purposes of assessing confusing similarity under the first element. [WIPO Overview 3.1](#), section 1.11. Accordingly, the Disputed Domain Name is identical to the Complainant's Trademark GGMGASTRO 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 & C. Registered and Used in Bad Faith

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 recognized that proving 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.

The present dispute arises from a multi-layered commercial distribution arrangement involving the Complainant, a third party company (the “regional partner” or the “regional representative” GGM Balkan), and the Respondent, who purportedly operated as a distributor of the Complainant's products in Romania pursuant to a Partnership Agreement entered into in September 2018 with GGM Balkan. The Disputed Domain Name was registered in October 2018, shortly after the Respondent purportedly entered into this distribution arrangement.

The parties present fundamentally different narratives regarding the nature of their relationship and the circumstances surrounding the registration of the Disputed Domain Name and subsequent events. The Complainant asserts that no authorisation was ever granted for the registration of the Disputed Domain Name, disputes the existence of any direct relationship between the Complainant and the Respondent, and argues that GGM Balkan representatives acted autonomously without authority to grant trademark-related rights. The Respondent contends that the registration occurred within the framework of an authorised commercial relationship, and points to evidence of operational integration including customer handling, translation request received from the Complainant, and instructions on order processing and commission-based sales activity, all of which were received from representatives claiming to be associated with the Complainant using “@ggmgastro.com” email address with an email signature in the Complainant's name, notwithstanding that such partnership was, according to the Complainant, entered into by GGM Balkan without the Complainant's approval. The Panel notes that both parties acknowledge that the distribution relationship between them (if it existed) has come to an end.

The Panel notes that the September 2018 Partnership Agreement submitted by the Respondent was limited in scope to permitting the use of product images from the Complainant's website on the Respondent's own webpage, with no reference to domain name registration. The Panel further notes that Complainant's letter dated November 29, 2022 (Annex L), in which the Complainant stated: “At the time of your and our partnership, the ownership of the disputed domain was tolerated.” The parties dispute whether this acknowledgment constitute authorization or acquiescence to the domain name registration, or merely reflects awareness of the registration during an ongoing commercial relationship.

The resolution of this dispute would require the Panel to make determinations on contested factual matters, including: (i) the precise nature of the relationship between the Complainant, GGM Balkan, and the Respondent; (ii) the scope of any authorisation granted to the Respondent; and (iii) the parties' respective rights and obligations during and following the termination of their commercial relationship.

In view of the above, the Panel notes that this case exceeds the relatively limited “cybersquatting” scope of the UDRP, and would be more appropriately addressed by a court of competent jurisdiction (see section 4.14.6 of the [WIPO Overview 3.1](#)). Past UDRP panels, their governing instruments, and legislative background, are all clear that the Policy was designed to prevent extortionate or abusive behavior also known as “cybersquatting” and cannot be used to litigate all disputes involving domain names. See *Philippe Dagenais designer inc. / Philippe Dagenais v. Groupe Dagenais MDC inc. (formerly Philippe Dagenais Mobilier Décoration Conseils Inc.) / Mobilier Philippe Dagenais*, WIPO Case No. [D2012-0336](#); *Bugatti International S.A. v. Jacques Pensini, Point Office / Philippe Schriqui*, WIPO Case No. [D2022-2805](#); *Les Editions Jalou v. Sidharth Saigal and Chalk Media FZE*, WIPO Case No. [D2023-1430](#); and *Anniversary University, LLC v. The History Factory*, WIPO Case No. [D2023-2180](#).

The present dispute arises from the purported formation and breakdown of a commercial relationship between the parties. The contested factual questions regarding the nature of that relationship and the parties' respective rights thereunder, rather than abusive domain name registration, are matters that fall outside the intended scope of the UDRP and would be more appropriately determined by a court of competent jurisdiction. Accordingly, the Panel declines to make a finding on the second and third elements of the Policy.

D. Reverse Domain Name Hijacking

The Respondent requests that the Panel issue a finding of 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 Panel declines to make such a finding. While the Panel has determined that the substantive dispute falls outside the scope of the UDRP, the Complainant holds established trademark rights and had a legitimate basis for seeking resolution of the domain name dispute. The complexity of the factual circumstances arising from the parties' prior commercial relationship does not render the filing of this Complaint an abuse of the administrative proceeding.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Gabriela Kennedy/

Gabriela Kennedy

Sole Panelist

Date: April 17, 2026