

## **ADMINISTRATIVE PANEL DECISION**

FGL Sports Ltd. v. zheng bin

Case No. D2025-0683

### **1. The Parties**

The Complainant is FGL Sports Ltd., Canada, represented by Norton Rose Fulbright Canada LLP, Canada.

The Respondent is zheng bin, China.

### **2. The Domain Name and Registrar**

The disputed domain name <sportchekca.com> is registered with Gname.com Pte. Ltd. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) on February 20, 2025. On February 20, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 21, 2025, 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 (Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication in Chinese and English to the Complainant on February 24, 2025, 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 in English on March 1, 2025.

On February 24, 2025, the Center informed the Parties in Chinese and English, that the language of the Registration Agreement for the disputed domain name is Chinese. On March 1, 2025, 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 in Chinese and English of the Complaint, and the proceedings commenced on March 3, 2025. In accordance with the Rules, paragraph 5, the due date for Response was March 23, 2025. The Respondent sent an email communication to the Center on March 4, 2025. On March 5, 2025, the Center sent an email to the Parties regarding the possible settlement. However, the Complainant did not wish to suspend the proceeding. The Respondent did not file any formal Response. Accordingly, the Center notified the commencement of panel appointment process on March 29, 2025.

The Center appointed Jonathan Agmon as the sole panelist in this matter on April 4, 2025. 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 Canadian retailer of clothes, shoes, and sporting goods and services. The Complainant's stores operate under its SPORTCHEK trademark and sell thousands of different products such as clothing, footwear, equipment, bags, and electronics that relate to sport and physical exercise. The Complainant acquired Sport Check International Ltd in 1991 and has been using the SPORTCHEK brand in association with over 190 retail stores across Canada ever since. The Complainant has been publicizing its goods and services under the SPORTCHEK and/or SPORTCHEK.CA marks since 1991 by way of catalogues, flyers, and other print advertising. The Complainant is one of the largest Canadian retailers of sporting clothing and sports equipment. Through the years, the Complainant has developed substantial goodwill for its business and services under its SPORTCHEK and SPORTCHEK.CA trademarks. The Complainant's annual revenue for the year 2024 was around CAD 1,897.7 million. Brand Finance's Canada 100 (2024) valued SPORTCHEK as Canada's 87th out of 100 strongest brands.

The Complainant is the owner of various SPORTCHEK and SPORTCHEK.CA marks, including the following:

- Canada trademark registration No. TMA578781 for SPORTCHEK, registered on April 2, 2003;
- Canada trademark registration No. TMA641931 for  , registered on June 14, 2005;
- Canada trademark registration No. TMA613263 for  , registered on June 21, 2004;
- Canada trademark registration No. TMA613172 for  , registered on June 18, 2004; and
- Canada trademark registration No. TMA598371 for SPORTCHEK.CA, registered on December 23, 2003.

The Complainant is the registrant of the domain name <sportchek.ca>, registered on October 18, 2000. It also actively promotes and advertises its goods and services through social media platforms such as Facebook, Instagram, X, YouTube and LinkedIn.

The disputed domain name was registered on November 20, 2024. At the time of filing the Complaint, it resolved to a website displaying the Complainant's SPORTCHEK trademark at the checkout page and the contact phone number of the Complainant's parent company in the footer and, offering clothing and accessories goods for sale.

## 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:

- The disputed domain name is confusingly similar to the SPORTCHEK and/or SPORTCHEK.CA trademarks own by the Complainant. The disputed domain name incorporates the entirety of the Complainant's SPORTCHEK and/or SPORTCHEK.CA trademarks. The disputed domain name adds the term "ca", which is a well-known acronym for "Canada". The addition of the "ca" term does not dispel confusion with the Complainant's SPORTCHEK and/or SPORTCHEK.CA trademarks, and in fact, increases the likelihood of confusion, given that SPORTCHEK is a well-known Canadian brand. The addition of the generic Top-Level Domain ("gTLD") ".com" is a technical requirement and does not reduce the confusion between the disputed domain name and the Complainant's SPORTCHEK and/or SPORTCHEK.CA trademarks. Further, the Complainant has been made aware of actual customer confusion by way of an email dated February 12, 2025, from an individual who placed an order on the Respondent's website, mistakenly believing the Respondent's website belonged to the Complainant.
- The Respondent has no rights or legitimate interests in the disputed domain name. There is no evidence that the Respondent is commonly known by the disputed domain name. The Complainant has not authorised or licensed the Respondent to use the SPORTCHEK and/or SPORTCHEK.CA trademarks in any way, including registering the disputed domain name. The Respondent has no connection or affiliation with the Complainant. The disputed domain name was registered decades after the Complainant began using and promoting the SPORTCHEK and/or SPORTCHEK.CA trademarks in association with its goods and services in Canada. The SPORTCHEK and/or SPORTCHEK.CA trademarks have widespread recognition in Canada. The fact that the disputed domain name contains the entirety of the Complainant's SPORTCHEK and/or SPORTCHEK.CA trademarks suggests that the Respondent's intention was to target and impersonate the Complainant in order to divert the Complainant's customers and business, which does not constitute a bona fide use of the disputed domain name. The Complainant believes that the Respondent's use of the disputed domain name is to fraudulently impersonate the Complainant and to engage in illegal activities such as impersonation, passing off, and/or fraud. Such illicit activities can never confer rights or legitimate interests on a respondent. The Respondent's website offers clothing and accessories for sale which are not offered, authorised by, or originate from the Complainant. The Complainant's SPORTCHEK and/or SPORTCHEK.CA marks are also present at the checkout point of the Respondent's website, which deceives customers into believing that the goods sold by the Respondent emanate from the Complainant.
- The disputed domain name was registered and is being used in bad faith. The disputed domain name was registered on November 20, 2024, decades after the Complainant's SPORTCHEK and/or SPORTCHEK.CA trademarks were registered and used in Canada. The Respondent's use of the Complainant's trademarks in their entirety in the disputed domain name supports that the Respondent is targeting the Complainant and its marks, which further indicates bad faith. The Respondent's use of the disputed domain name in connection with a scheme to fraudulently pass off and impersonate the Complainant is itself evidence of bad faith. The Complainant asserts that the inclusion of the SPORTCHEK and/or SPORTCHEK.CA trademarks in their entirety creates an absence of any plausible use of the disputed domain name that would constitute good faith. The disputed domain name is being used to host a website that uses the entirety of the Complainant's SPORTCHEK trademarks, and displays the contact number of the Complainant's parent company, which supports a finding that the disputed domain name was registered and is used to further illegal conduct. The Respondent also registered the disputed domain name with an unidentifiable address, which is further evidence of bad faith.

## **B. Respondent**

The Respondent did not file a formal Response to the Complainant's contentions.

On March 4, 2025, the Respondent sent an email to the Center, stating "Dear Sir, we have received your message, we are sorry for the unintentional offense, and the domain name has been ordered to be suspended and deleted".

On March 4, 2025, the Center received an email from [...]@blooms-body.com, the email address that was identified by the Complainant's customer as the contact email for the entity operating the Respondent's website. The email stated "I'm sorry, but I couldn't find your order based on the information provided. Please double-check if you have purchased from another store or if the email address is correct. If you can provide the correct email address or the order number and the time of purchase, I will be happy to assist you further."

On March 6, 2025, the Center received an email from the entity operating the Respondent's website. The email stated "Hello, could you tell me the email address of your order?", and identified the sender as the Customer Service Center of the Respondent's website.

There were no further replies received from the Respondent.

## **6. Discussion and Findings**

### **6.1 Preliminary Issue: Language of the Proceeding**

The language of the Registration Agreement for the disputed domain name is Chinese. 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 capable of conducting business in English;
- The disputed domain name contains the term "sportchek", which is in English;
- The Respondent's website is available in English, and falsely purports to represent a Canadian organization headquartered in Calgary, Alberta, Canada;
- The contents of the Respondent's website are available in English;
- The contact section of the Respondent's website contains an address listed in London, England, United Kingdom;
- The currency used in the Respondent's website is the Canadian dollar;
- The Complainant will be disadvantaged if it is required to translate the Complaint as it requires the Complainant to expend time and resources for translation services.

The Respondent did not make any specific submissions with respect to the language of the proceeding. However, the Panel takes notes that the Respondent sent an email in English to the Center.

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 Selected UDRP Questions, Third Edition ("WIPO Overview 3.0"), 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.

## **6.2 Substantive Issues**

### **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 3.0](#), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the Complainant's SPORTCHEK and SPORTCHEK.CA marks are recognizable within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other term here, "ca", to the Complainant's SPORTCHEK mark, and/or the deletion of the period in the Complainant's SPORTCHEK.CA mark, may bear on assessment of the second and third elements, the Panel finds the addition/deletion of such a term does not prevent a finding of confusing similarity between the disputed domain name and the mark(s) for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

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 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 3.0](#), 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.

There is no evidence to suggest that the Respondent is commonly known by the disputed domain name. The Complainant's registration of its trademarks long predates the registration of the disputed domain name. The disputed domain name resolves to a website purportedly offering goods for sale at steep discounts which compete with the Complainant's own offerings.

The Panel notes that the evidence submitted by the Complainant does show that the Respondent's website displays the Complainant's SPORTCHEK mark, albeit this is presented as part of the purchase process. The only appearance of the Complainant's SPORTCHEK mark is on the checkout page where it is used as the thumbnail for "Shipping insurance". The goods purportedly offered for sale on the Respondent's website are pajamas, whereas the Complainant sells mostly sports-related goods.

Nevertheless, the Panel notes that there is no disclaimer on the Respondent's website that clarifies the relationship, or lack thereof between the Respondent and the Complainant. Further, the contact number listed on the Respondent's website is the contact number of the Complainant's parent company. This suggests that the Respondent was targeting the Complainant and was likely attempting to pass off as being related to the Complainant. Furthermore, the Panel considers that the composition of the disputed domain name carries a risk of implied affiliation with the Complainant. [WIPO Overview 3.0](#), section 2.5.1.

While the Complainant's trademark(s) may not prominently appear on the Respondent's website, the Complainant has adduced evidence that at least one of its customers was deceived into believing that the Respondent's website belonged to, or affiliated with the Complainant, and had made a purchase of goods on the Respondent's website. The Panel is of the view that there is no evidence that the Respondent is using or preparing to use the disputed domain name for any legitimate purpose.

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.

In the present case, the Panel notes that the Respondent registered the disputed domain name long after the Complainant registered its SPORTCHEK and/or SPORTCHEK.CA trademarks. Given the distinctiveness of the Complainant's SPORTCHEK and/or SPORTCHEK.CA trademarks and the specific use the Respondent is making of the Complainant's SPORTCHEK and/or SPORTCHEK.CA trademark(s), it is highly unlikely that the Respondent was not aware of the Complainant and its trademark prior to the registration of the disputed domain name. This is especially so as the disputed domain name comprises of the entirety of the Complainant's SPORTCHEK and/or SPORTCHEK.CA trademarks. In fact, the substantive portion of the disputed domain name is virtually identical to the entirety of the Complainant's SPORTCHEK.CA trademark, sans the period.

In addition, the Complainant has identified that the contact number listed on the Respondent's website belongs to the Complainant's parent company, and the checkout page of the Respondent's website displays the Complainant's trademark. The evidence shown strongly suggests that the Respondent was targeting the Complainant and its trademark(s). The fact that at least one of the Complainant's customers was deceived into believing that the disputed domain name belonged to the Complainant, to the point where the Complainant's customer went so far as to make a purchase on the Respondent's website is strong evidence and indicative as to how confusingly similar the disputed domain name and/or the Respondent's website is to the Complainant's legitimate domain name and/or website. In addition, the replies sent by the Respondent and the email address on the Respondent's website in response to the Complaint are unhelpful and do not address the specific allegations raised by the Complainant. The Respondent's failure to file a formal Response, while instead sending an email making a bare denial of bad faith intent is also unhelpful and fails to explain the Respondent's actions.

Therefore, the Panel concludes that the Respondent has intentionally attempted to attract, for commercial gain, Internet users to its website, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of the Respondent's website. The disputed domain name was registered and has been used in bad faith.

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 <sportchekca.com> be transferred to the Complainant.

*/Jonathan Agmon/*

**Jonathan Agmon**

Sole Panelist

Date: April 18, 2025