

ADMINISTRATIVE PANEL DECISION

Amadeus IT Group, S.A. v. J M mosharraf Hossen, Sobseba
Case No. D2025-1371

1. The Parties

The Complainant is Amadeus IT Group, S.A., Spain, represented by Ubilibet, S.L., Spain.

The Respondent is J M mosharraf Hossen, Sobseba, Bangladesh.

2. The Domain Names and Registrar

The disputed domain names <amadeuspay.com> and <payamadeus.com> (the “Disputed Domain Names”) are registered with Global Domain Group LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on April 4, 2025. On April 4, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Names. On April 6, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Disputed Domain Names which differed from the named Respondent (Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on April 7, 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 on April 8, 2025.

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”).

The Respondent sent email communications to the Center on April 8, 2025. The Center sent an email communication to the Parties on April 8, 2025, regarding a possible settlement. The Complainant and Respondent sent several email communications to the Center on April 9, 10 and 11, 2025, discussing settlement options. In the absence of any request for suspension from the Complainant or agreed by the Parties by the deadline of April 15, 2025, the Center informed the Parties that it would proceed with the notification of the Complaint and commencement of proceedings.

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on April 17, 2025. In accordance with the Rules, paragraph 5, the due date for Response was May 7, 2025. The Respondent sent further email communications to the Center on April 20, 22, 2025 and May 9, 2025.

The Center appointed Christiane Féral-Schuhl as the sole panelist in this matter on May 15, 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 Spanish-based company and a leading provider of technology solutions and services for the travel industry ecosystem: airlines, airports and ground handlers, car rental agencies, corporations, cruise and ferry operators, hotels and event venues, insurance providers, travel sellers, tourism boards, travellers themselves and more.

The Complainant offers a suite of payment solutions for the travel industry under the following names: Amadeus Leisure Payment, Amadeus Airport Payments, and Amadeus B2B Wallet.

The Complainant is the owner of several trademarks, including the following trademarks (the “AMADEUS Trademarks”):

- the International wordmark, AMADEUS No. 511594, registered on April 7, 1987, for services in class 39;
- the International wordmark, AMADEUS No. 1321806, registered on June 22, 2016, for products and services in classes 9, 35, 36, 38, 39, 41, 42, 43, and 45;
- the United States of America wordmark AMADEUS No. 1529969, registered on March 14, 1989, for products and services in classes 35, 39 and 42.

The Disputed Domain Names <amadeuspay.com> and <payamadeus.com> were registered respectively on March 18 and March 20, 2025, and resolve to inactive websites with a notice in Spanish language indicating that the IP address has been judicially blocked.

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 Names.

Notably, the Complainant contends that the Disputed Domain Names are identical or confusingly similar to the AMADEUS Trademarks, as they both fully incorporate the Complainant's AMADEUS Trademarks, with the addition of the generic business term “pay” either before or after the mark. The Complainant adds that the term “pay” is descriptive of the Complainant's activities in light of the payment solutions it provides and that the Disputed Domain Names are therefore confusingly similar to the Complainant's trademarks.

Then, the Complainant asserts that the Respondent has neither rights nor legitimate interests in the Disputed Domain Names. The Complainant explains that it has not authorized, licensed, or allowed the Respondent or any third party to use the AMADEUS Trademarks to register the Disputed Domain Names or in any other way, whether directly or implicitly, that could lead to such use. The Complainant adds that there is no indication that the Respondent has been widely recognized by the term in the Disputed Domain Names and that the Disputed Domain Names do not resolve and have never redirected to active websites. The

Complainant also contends that the Respondent had the opportunity, upon receipt of the Complainant's cease-and-desist letter to lay out its legitimacy, but the Respondent has not done so.

Finally, the Complainant asserts that the Disputed Domain Names were registered and are used in bad faith by the Respondent. The Complainant first considers that the registration of a domain name that is confusingly similar to a widely known trademark, as is the case here, creates a presumption of bad faith. The Complainant adds that the Respondent knew or should have known of the Complainant's trademark rights at the time of registration of the Disputed Domain Names, considering the distinctiveness of the AMADEUS Trademarks, which were widely used in commerce well before the registration of the Disputed Domain Names. The Complainant also considers that the Respondent is not using the Disputed Domain Names for any legitimate or fair purpose and that the lack of active use of the Disputed Domain Names does not diminish the finding of bad faith. The Complainant contends that the intent behind the Policy is to deter individuals from opportunistically speculating with domain names closely resembling or associated with a registered and well-known trademark. Such opportunistic acquisitions of domain names, which are evidently valuable to trademark holders for their business or operational purposes, done without demonstrating any other justifiable and legitimate use, are the focus of this procedure.

B. Respondent

The Respondent did not substantively reply to the Complainant's contentions. However, the Respondent indicated in various informal email communications with the Center and the Complainant, that he is a software developer and that he bought the Disputed Domain Names with the intention of building his own payment gateway system. He affirms that the payment sites are ready to be deployed and offers to settle the dispute by transferring the Disputed Domain Names to the Complainant in return for a payment of USD 7,500 explaining that this payment reflects his investments in the registration of the Disputed Domain Names, the hours dedicated to the development of a Python payment site demo and the hosting costs in connection with the Disputed Domain Names.

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 trademark and the Disputed Domain Names. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[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 mark is reproduced within the Disputed Domain Names. Accordingly, the Disputed Domain Names are confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other terms here, the term "pay" may bear on assessment of the second and third elements, the Panel finds the addition of such terms does not prevent a finding of confusing similarity between the Disputed Domain Names and the mark 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 Names. 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 Names such as those enumerated in the Policy or otherwise.

Indeed, it appears that the Respondent has no connection or affiliation with the Complainant and has not received any authorization, license, or consent, whether express or implied, to use the AMADEUS Trademarks in the Disputed Domain Names or in any other manner.

Moreover, the Respondent provides no evidence demonstrating that he has actually developed a Python-based payment site demo in connection with the Disputed Domain Names. Even assuming such a demo exists, the Respondent has failed to explain how this use could constitute a bona fide offering of goods or services, or a legitimate fair use, particularly given that the Disputed Domain Names entirely reproduce the Complainant’s trademarks merely adding the term “pay” which is descriptive of the Complainant’s activities, which specifically offers a suite of payment solutions for the travel industry. Accordingly, the Panel considers that the composition of the Disputed Domain Names when considered together with their use or intended use as suggested by the Respondent creates a risk of implied affiliation with the Complainant. [WIPO Overview 3.0](#), section 2.5.1.

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 Disputed Domain Names are confusingly similar to a widely known trademark, which creates a presumption of bad faith. The Panel also notes the distinctiveness of the AMADEUS Trademarks, in particular in the field of payment solutions in the travel industry, and the Respondent’s failure to explain why he chose the Disputed Domain Names for the alleged development of an online payment solution, necessarily competing with the online payment solutions offered by the Complainant. The Panel therefore finds the Respondent’s registration and use of the Disputed Domain Names carries a risk of implied affiliation, in a likely attempt of taking unfair advantage of the identity of the Complainant’s AMADEUS Trademark, and constitutes bad faith under the Policy.

Moreover, taking into account the amount claimed by the Respondent for the transfer of the Disputed Domain Names, in the opinion of the Panel, this suggests that the Respondent registered the Disputed Domain Names primarily for the purpose of selling them to the Complainant, for valuable consideration in excess of the Respondent's out-of-pocket costs directly related to the Disputed Domain Names.

Panels have found that the non-use of a domain name would not prevent a finding of bad faith under the doctrine of passive holding. [WIPO Overview 3.0](#), section 3.3. Having reviewed the available record, the Panel notes the distinctiveness and reputation of the Complainant's trademark, and the composition of the Disputed Domain Names, and finds that in the circumstances of this case the passive holding of the Disputed Domain Names does not prevent a finding of bad faith under the Policy.

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 Names <amadeuspay.com> and <payamadeus.com> be transferred to the Complainant.

/Christiane Féral-Schuhl/

Christiane Féral-Schuhl

Sole Panelist

Date: May 27, 2025