

## **ADMINISTRATIVE PANEL DECISION**

Swatch AG v. Wang Lin  
Case No. D2025-1462

### **1. The Parties**

The Complainant is Swatch AG, Switzerland, internally represented.

The Respondent is Wang Lin, China.

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

The disputed domain name <swatchwatchdeals.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 April 7, 2025. On April 10, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 11, 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) and contact information in the Complaint. The Center sent an email communication to the Complainant on April 23, 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 the same day.

On April 23, 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 the same day, 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 English and Chinese of the Complaint, and the proceedings commenced on April 25, 2025. In accordance with the Rules, paragraph 5, the due date for Response was May 15, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on May 19, 2025.

The Center appointed Dr. Hong Xue as the sole panelist in this matter on May 22, 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 corporation founded under the laws of Switzerland. The Complainant is a wholly-owned subsidiary of The Swatch Group Ltd., which is one of the largest watch companies in the world. The Complainant produces wristwatches, apparel, sunglasses, and other items. The Complainant is the owner of the well-known SWATCH trademarks. The Complainant's trademark registrations over SWATCH includes No. 314759 registered in Switzerland on March 29, 1982, No. 226316 registered in the European Union on November 12, 1998, and No. 232954 registered in China on September 15, 1985. The Complainant's trademark registrations have been renewed and are currently effective. The Complainant registered the domain name <swatch.com> on June 11, 1996 and has been using the website at "www.swatch.com" to promote the swatch brand and the Complainant's products and services on the Internet.

The disputed domain name was registered on January 31, 2024. The disputed domain name does not resolve to any website at the time of this decision. According to the Complainant's evidence, the disputed domain name previously resolved to a website, displaying the Complainant's copyrighted material and logo, and offering the Complainant's products for sale at a discounted price.

According to the registration information provided by the Registrar, the Respondent is an individual based in China.

#### **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 Complainant's trademarks are readily recognizable within the disputed domain name and the disputed domain name is confusingly similar to the Complainant's SWATCH marks.

The Complainant contends that it is not possible to conceive any legitimate usage of such a specific and confusingly similar domain name clearly targeting to the Complainant, and there are no signs that the Respondent has been commonly known by the disputed domain name, nor is the Respondent in any way related to the Complainant or its business activities. Neither has the Respondent been granted a license or authorized by the Complainant to use its trademarks or to apply for registration of the disputed domain name.

The Complainant contends that the Respondent has clearly registered and is using the disputed domain name in bad faith because the Respondent had attempted to impersonate the Complainant on the website at the disputed domain name and has severely and systematically infringed the Complainant's company rights, trademark rights, and copyrights.

The Complainant requests that the disputed domain name be transferred to the Complainant.

##### **B. Respondent**

The Respondent did not reply to the Complainant's contentions.

## 6. Discussion and Findings

### 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 has chosen a domain name incorporating English words (such as “deals”), which shows the Respondent has the facility to communicate in English. The Complainant also contends that it would not be fair or equitable to require it to spend the unnecessary time and expense of translating the pleadings into Chinese when the Respondent clearly intentionally misused the Complainant’s world-wide famous trademarks.

The Respondent did not make any specific submissions with respect to the language of the proceeding.

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, and also noting the Complainant’s evidence shows that the disputed domain name previously resolved to a website in English, the Panel determines under paragraph 11(a) of the Rules that the language of the proceeding 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 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 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 terms, here “watch” and “deals”, may bear on assessment of the second and third elements, the Panel finds that the addition of such terms to the Complainant’s mark SWATCH does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), 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.

In addition, the Complainant claims that the products previously sold on the website at the disputed domain name were possibly counterfeited products. If this were true, panels have held that the use of a domain name for the sale of counterfeit goods can never confer rights or legitimate interests on a respondent. [WIPO Overview 3.0](#), section 2.13.1.

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 Respondent has registered and is using the disputed domain name in bad faith.

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. [WIPO Overview 3.0](#), section 3.2.1.

Panels have found that the non-use of a domain name to any website 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 SWATCH, and the composition of the disputed domain name that combines the Complainant's mark SWATCH with the terms "watch" and "deals", and finds that in the circumstances of this case the passive holding of the disputed domain name does not prevent a finding of bad faith under the Policy.

The Panel also notes that the Complainant's evidence showing that the disputed domain name was previously used in connection with the website "www.swatchwatchdeals.com" for selling a variety of allegedly counterfeit Swatch watches, promoting slogans such as "Swatch Watches Are On Sale At A Discount, Injecting Cool Fashion Elements Into Your Wrist. Wonderful Designs, Special Discounts, And Enjoy Shopping." Although the website is no longer accessible, the Panel finds that the Respondent's previous use of the disputed domain name demonstrates the intent of misuse of the Complainant's reputable mark SWATCH for the Respondent's commercial gain and the Respondent's bad faith in keeping holding the disputed domain name.

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 <swatchwatchdeals.com> be transferred to the Complainant.

*/Dr. Hong Xue/*

**Dr. Hong Xue**

Sole Panelist

Date: June 5, 2024