

## **ADMINISTRATIVE PANEL DECISION**

Club Atletico De Madrid, S.A.D. v. Registration Private  
Case No. D2025-2494

### **1. The Parties**

The Complainant is Club Atletico De Madrid, S.A.D., Spain, represented by Chanza Patentes y Marcas, SLP, Spain.

The Respondent is Registration Private, United States of America (“United States”).

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

The disputed domain name <riyadhairmetropolitano.com> is registered with Dynadot Inc (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on June 23, 2025. On June 25, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 26, 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 (SUPER PRIVACY SERVICE LTD C/O DYNADOT) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 30, 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 July 4, 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”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on July 10, 2025. In accordance with the Rules, paragraph 5, the due date for Response was July 30, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on July 31, 2025.

The Center appointed Pablo A. Palazzi as the sole panelist in this matter on August 8, 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 centenary football club formed in 1903, which plays, among other trophies and competitions, the Spanish football competition “La Liga”. The Complainant is well known for its men, women and youth football sections. The club is in Madrid, Spain, and plays its home matches at its own stadium. The stadium, commonly known as the “Metropolitano”, serves as the official home venue for the club and has become synonymous with the team’s identity and brand recognition both domestically and internationally.

The Complainant has an extensive record of national and international titles. The club has been champion or finalist on numerous occasions in both the Spanish national league championship and other domestic competitions such as the Copa del Rey, as well as in European and international competitions including the European Cup or Champions League, the European Cup Winners’ Cup, the UEFA Super Cup, and the Intercontinental Cup.

In relation to the present case, the Complainant is the owner of the following trademarks:

Trademark	Jurisdiction	Registration No.	Registration Date
ESTADIO METROPOLITANO	European Union	016148215	August 18, 2017
ESTADIO METROPOLITANO	United Kingdom	UK00916148215	August 18, 2017

Additionally, the Complainant is the exclusive licensee of the following trademark:

RIYADH AIR METROPOLITANO	European Union	019070462	January 9, 2025
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In 2025, the Complainant has entered into a naming rights agreement with the airline Riyadh Air for the use of the trademark RIYADH AIR METROPOLITANO as the official name of its football stadium. The RIYADH AIR METROPOLITANO trademark was transferred to the sponsor entity. This commercial partnership grants the Complainant legitimate rights to use the RIYADH AIR METROPOLITANO mark in connection with its stadium operations.

The disputed domain name was registered on August 22, 2024. The disputed domain name is parked with Dynadot and contains a sale notice “Get this domain now [...] Now \$25000”.

#### 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 did not reply to the Complainant’s contentions.

## 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 name. 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 ESTADIO METROPOLITANO for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The Complainant has also contractual rights in respect of the trademark RIYADH AIR METROPOLITANO as an exclusive licensee.

Under [WIPO Overview 3.0](#), section 1.4.1, a licensee with a contractual right to use a trademark may have standing to file a UDRP complaint, provided they can demonstrate a legitimate legal relationship with the trademark and sufficient rights or legitimate interests to bring the proceeding on behalf of the trademark owner.

The Complainant has established trademark rights in RIYADH AIR METROPOLITANO through a naming rights agreement. A sworn statement dated May 26, 2025, by the Commercial Director of the Complainant confirms that the Complainant operates as exclusive licensee under an advertising sponsorship agreement signed on May 10, 2024. Under this naming rights contract, Aviation Services Company Single Person Closed Joint Stock Company serves as the sponsor, granting the Complainant authorized use of the RIYADH AIR METROPOLITANO trademark for the stadium naming rights. The arrangement was further formalized when trademark RIYADH AIR METROPOLITANO was officially assigned to the sponsor on March 28, 2025, with the licensing agreement's effects extending beyond this transfer date. This naming rights partnership provides the Complainant with legitimate trademark rights in the RIYADH AIR METROPOLITANO mark, establishing proper standing to file a Complaint regarding the disputed domain name.

In sum, the Complainant therefore proves its rights in the trademarks ESTADIO METROPOLITANO (by registration) and RIYADH AIR METROPOLITANO (via licensing rights).

The entirety of the RIYADH AIR METROPOLITANO mark is reproduced within the disputed domain name. In addition, the Panel considers that a relevant portion of the ESTADIO METROPOLITANO trademark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical or confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), 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 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.

The composition of the disputed domain name, which incorporates the distinctive part of the Complainant's ESTADIO METROPOLITANO trademark alongside the term "riyadh airline", creates a high risk of implied affiliation with the Complainant and cannot constitute a legitimate use under the Policy. This combination effectively impersonates the Complainant or falsely suggests sponsorship, endorsement, or an official business relationship between the parties, particularly given the genuine commercial partnership between Riyadh Air and the Complainant regarding the Metropolitan stadium. Such use of a trademark in conjunction with related commercial terms that mirror actual business relationships clearly exceeds the boundaries of legitimate fair use and instead constitutes trademark infringement that misleads Internet users about the source, sponsorship, or affiliation of the website. See [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.

The timing of the disputed domain name registration provides compelling evidence of bad faith. The disputed domain name was registered on August 22, 2024, merely one day after the digital newspaper "El Independiente"<sup>1</sup> published an article about Riyadh Air's sponsorship of Club Atlético de Madrid's stadium naming rights under the heading "Arabia Saudí se reúne con el Atlético para patrocinar el Metropolitano a través de su aerolínea [...]". The combination of "Riyadh Air" and "Metropolitano" -the widely recognized name of Atlético de Madrid's stadium- in the disputed domain name cannot be dismissed as coincidental. This temporal proximity constitutes direct and convincing evidence of bad faith registration, as it demonstrates that the Respondent was clearly aware of the sponsorship agreement between the Parties when they proceeded to register the disputed domain name with the obvious intent to profit from this commercial relationship in bad faith.

In addition, the Panel visited the disputed domain name and was able to verify that it is parked with Dynadot and contains a sale notice stating "Get this domain now. Verified Domain \$ USD Buy Now \$25000". It is the view of the Panel that this commercial offering constitutes clear evidence of bad faith use under the UDRP, as it demonstrates the Respondent's intent to sell the disputed domain name for valuable consideration likely in excess of documented out-of-pocket costs directly related to the disputed domain name. The substantial asking price of USD 25,000 likely far exceeds any legitimate registration and maintenance costs, indicating that the Respondent registered the disputed domain name primarily for the purpose of selling it to the Complainant or a competitor for financial gain. Such conduct directly violates paragraph 4(b)(i) of the Policy, which defines bad faith as circumstances indicating that the respondent registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant or to a competitor for valuable consideration in excess of documented out-of-pocket costs.

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

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<sup>1</sup> [https://www.elindependiente.com/economia/2024/08/21/arabia-saudi-se-reune-con-el-atletico-para-patrocinar-el-metropolitano-a-traves-de-su-aerolinea-fantasma/#google\\_vignette](https://www.elindependiente.com/economia/2024/08/21/arabia-saudi-se-reune-con-el-atletico-para-patrocinar-el-metropolitano-a-traves-de-su-aerolinea-fantasma/#google_vignette)

## 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 <riyadhairmetropolitano.com> be transferred to the Complainant.

*/Pablo A. Palazzi/*

**Pablo A. Palazzi**

Sole Panelist

Date: August 22, 2025