

ADMINISTRATIVE PANEL DECISION

Yamaha Corporation v. PK das
Case No. D2025-3403

1. The Parties

The Complainant is Yamaha Corporation, Japan, internally represented.

The Respondent is PK das, India.

2. The Domain Name and Registrar

The disputed domain name <yamahamusicservicecenter.com> is registered with GoDaddy.com, LLC (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on August 25, 2025. On August 25, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On August 25, 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 (GoDaddy.com, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on August 26, 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 amendment to the Complaint on August 27, 2025.

The Center verified that the Complaint together with the amendment to 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 August 29, 2025. In accordance with the Rules, paragraph 5, the due date for Response was September 18, 2025. The Respondent sent an email to the Center on September 15, 2025, confirming its unconditional consent to transfer the disputed domain name to the Complainant. On September 15, 2025, the Center informed parties that the Complainant can request to suspend the proceedings if the Parties want to explore settlement options and return a completed standard settlement form to the Center in case they agree to settle their dispute. On September 17, 2025, the Respondent confirmed its consent to transfer the disputed domain name to the Complainant. On September

18, 2025, the Complainant requested to suspend the proceedings. On September 18, 2025, the Center subsequently confirmed that the proceedings would be suspended until October 18, 2025. In its emails of October 7 and 10, 2025 the Complainant informed the Respondent, with a copy to the Center, that it was awaiting the submission of the standard settlement form. On October 17, 2025, the Center reminded parties that the suspension period ends on October 18, 2025. And in an email of October 21, 2025, the Center informed the parties that the current UDRP proceedings were reinstituted, and that the new Response due date was October 26, 2025. The Respondent did not submit any further communications or response. Accordingly, the Center informed the Parties that it would proceed with panel appointment on October 27, 2025.

The Center appointed Alfred Meijboom as the sole panelist in this matter on October 31, 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 was established in 1897 and manufactures and sells musical instruments and audio equipment. The Complainant is the owner of the trademark YAMAHA, which is registered in many jurisdictions worldwide, including the United States of America trademark YAMAHA with registration number 3559368, of January 13, 2009, for goods in classes 3, 8, 9, 15 and 21. According to this registration, the mark was first used in commerce in 1947 for “a full line” of musical instruments and replacement parts and component parts thereof.

The Respondent registered the disputed domain name on November 13, 2024, and its resolves to a website which claims to be “the premier Yamaha Music Service Center in Mumbai” and “an authorized hub for Yamaha instrument repair and maintenance”, whereas the bottom of the website states “Disclaimer : We are not an authorized Service Center”.

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 its YAMAHA trademark because the disputed domain name incorporates the trademark YAMAHA in its entirety, and the addition of “musicservicecenter” does not prevent a finding of confusing similarity between the disputed domain name and the Complainant’s trademark.

The Complainant asserts that the Respondent has no rights or legitimate interests in respect of the disputed domain name, as the Respondent is not commonly known by the disputed domain name and has no trademark rights in respect of the disputed domain name, while the Complainant has never authorized the Respondent to use its YAMAHA trademark in any manner.

The Complaint further alleges that the disputed domain name was registered and used in bad faith. According to the Complainant it is highly likely that the Respondent was aware of the Complainant’s rights in the YAMAHA trademark, as a simple Internet search would have revealed its widespread use. Furthermore, the disputed domain name resolves to a website which, the Complainant alleges, falsely claims that it is “an authorized hub for Yamaha instrument repair and maintenance” and therefore can mislead customers into believing they are receiving “Yamaha-certified service”, which may result in damage to the reputation of the Complainant and its YAMAHA trademark and a loss of consumer trust.

B. Respondent

The Respondent did not formally reply to the Complainant's contentions. It did, however, send an email to the Center on September 15, 2025, in which it unconditionally consented to the transfer of the disputed domain name to the Complainant, and it requested the Center to suspend the current proceedings to explore settlement options on September 17, 2025. Although the record shows that the Complainant requested the Respondent to complete and submit the standard settlement form on October 7 and 10, 2025, it appears from the record that the Respondent apparently failed to do so.

6. Consent to Transfer

As stated above, the Respondent confirmed its unconditional consent to transfer the disputed domain name to the Complainant. According to WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.10, panels may accept such consent as the basis for a transfer order without the need to consider the UDRP grounds.

In this case, the Center received a message from the Respondent in which it unconditionally agreed to transfer the disputed domain name to the Complainant, which agreement the Respondent repeated in its second email to the Center in which it requested suspension of the proceedings. In that email of September 17, 2025, the Respondent indicated that it "would be grateful if Yamaha could consider reimbursing me for the domain maintenance costs I have incurred, in an amount it considers appropriate", but if the Complainant "prefers not to make such payment, I would still proceed with transferring the domain name in order to conclude this matter swiftly and amicably." The record shows nothing indicating that the Respondent attached certain conditions to its consent, which is after all "unconditional", and/or that it withdrew its consent.

The Panel therefore finds that the Respondent's communication clearly demonstrates the Respondent's unconditional consent to the transfer of the disputed domain name. In the Panel's opinion, the fact that no settlement agreement could be reached within the suspension period does not affect the Respondent's consent to the transfer (e.g., *Pierre Balmain S.A. v. Domains By Proxy, LLC / Daniel Phillips*, WIPO Case No. [D2015-0189](#)).

The Panel does not consider it necessary to ask the Complainant, by Procedural Order, whether it agrees to a simple order of the transfer of the disputed domain name, because the record shows that both parties agree to the voluntary transfer of the disputed domain name to the Complainant, the Respondent has not actively objected to such simple order, and there is no other reason why it would be appropriate to proceed instead to a substantive decision on the merits (*Build-A-Bear Workshop, Inc. v. Daniel Keelagher*, WIPO Case No. [D2025-2769](#)).

The Panel therefore orders the immediate transfer of the disputed domain name to the Complainant.

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 <yamahamusicservicecenter.com> be transferred to the Complainant.

/Alfred Meijboom/

Alfred Meijboom

Sole Panelist

Date: November 17, 2025