

ADMINISTRATIVE PANEL DECISION

Instagram, LLC v. Sagarkumar Gopani
Case No. D2025-3421

1. The Parties

Complainant is Instagram, LLC, United States of America (“United States”), represented by Greenberg Traurig, LLP, United States.

Respondent is Sagarkumar Gopani, India.

2. The Domain Name and Registrar

The disputed domain name <instasaverr.com> (the “Domain Name”) 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 26, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name. On August 26, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Domain Name which differed from the named Respondent (Registrant Private Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to Complainant on August 28, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amendment to the Complaint on August 28, 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 Respondent of the Complaint, and the proceedings commenced on September 1, 2025. In accordance with the Rules, paragraph 5, the due date for Response was September 21, 2025. Respondent sent email communications to the Center on September 1, 2025, September 24, 2025, September 25, 2025, and September 26, 2025.

The Center appointed Dinant T. L. Oosterbaan as the sole panelist in this matter on September 29, 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

According to the information provided Complainant is a worldwide online photo- and video-sharing social-networking service and mobile application (“app”), launched in 2010. Complainant was acquired by Facebook, Inc. (now Meta Platforms, Inc.) in 2012, and it has more than two billion monthly active accounts.

Complainant owns multiple trademarks for INSTAGRAM and INSTA, including:

- the United States trademark INSTAGRAM, registration number 4146057, date of registration May 22, 2012;
- the European Union trademark INSTA, registration number 018359602, date of registration February 9, 2023;
- the Indian trademark INSTA, registration number 4789526, date of registration May 30, 2021.

In addition, Complainant is the registrant of numerous domain names consisting of or including the INSTAGRAM or INSTA trademarks under a wide range of generic Top-Level Domains (“gTLDs”) and country code Top-Level Domains (“ccTLDs”).

The Domain Name was registered on September 9, 2024.

The trademark registrations of Complainant were issued prior to the registration of the Domain Name.

The Domain Name resolves to a website with the title “All Social MediaDownloader” allowing the download of content from various social media.

5. Parties’ Contentions

A. Complainant

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the Domain Name.

Notably, Complainant contends that the Domain Name is confusingly similar to the trademarks of Complainant. The Domain Name incorporates Complainant’s INSTA trademark in full, which is followed by the term “saver”, and an additional “r”. It is also composed of the dominant part of the INSTAGRAM trademark, “INSTA”. Complainant’s Instagram app is often referred to as “Insta” for short and Complainant owns well-established and registered rights in the INSTA trademark. The addition of the term “saver” and the letter “r” is not sufficient to dispel the confusing similarity between Complainant’s INSTA and INSTAGRAM trademarks (jointly: “the INSTAGRAM trademarks”) and the Domain Name.

Complainant submits that Respondent has no rights nor legitimate interests in the Domain Name. Respondent is not commonly known by the Domain Name. Complainant asserts that Respondent is not a licensee of Complainant, nor is Respondent affiliated with Complainant in any way and Complainant has not authorized Respondent to make any use of its trademarks. Respondent has composed the Domain Name with Complainant’s identical INSTA trademark together with the term “saver” and the extra letter “r”, which is clearly intended to target Complainant’s platforms, services, and users. Thus, the formulation of the Domain Name, coupled with the content of Respondent’s website specifically targeting Complainant by offering

downloads of content from Complainant's Instagram platform and competitor platforms, whilst making prominent use of Complainant's trademarks, entails a high risk of implied affiliation with Complainant. Complainant submits that Respondent's website content is likely to confuse users into believing that the Domain Name and Respondent's unauthorized services are operated, approved of, sponsored by, or affiliated with Complainant. This implied affiliation or sponsorship cannot constitute legitimate or noncommercial fair use under the Policy.

Complainant elaborates by stating that Respondent cannot be considered a service provider using a domain name that contains a third-party trademark, who may possibly be making a bona fide offering of goods or services, and thus may have a legitimate interest in such domain names. Complainant submits that the criteria as set out in *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#) do not apply. First, Complainant's Terms of Use apply to all developers who integrate with Complainant's platforms and expressly prohibit Respondent from using Complainant's trademarks in the Domain Name. They expressly prohibit the sort of derivatively named "InstaSaverr" services that Respondent purports to offer. Second, Respondent does not use the Domain Name exclusively to offer derivative services related only to Complainant's trademarks. Respondent's website associated with the Domain Name offers services related to other social media platforms including competitors of Complainant such as Pinterest, Snapchat, LinkedIn, Youtube, Reddit, and Tiktok. Third, Respondent does not prominently disclose its lack of relationship with Complainant.

Complainant concludes that Respondent lacks rights or legitimate interests in the Domain Name.

Complainant that Respondent's registration and use of the Domain Name falls under paragraph 4b(iv) of the Policy and therefore that the Domain Name has been registered and is being used in bad faith. According to Complainant its INSTAGRAM trademarks are inherently distinctive and well-known throughout the world, including in India, where Respondent is located, and the trademarks have been continuously and extensively used by Complainant since 2010. It is therefore inconceivable for Respondent to argue that it was not aware of Complainant's INSTAGRAM trademarks when it registered the Domain Name. Moreover, the Domain Name and Respondent's website content is so obviously connected with Complainant and its trademarks and services that such very use by Respondent, who has no connection to Complainant, suggests opportunistic bad faith. Given the composition of the Domain Name, and noting the content of Respondent's website, Internet users are likely to believe that Respondent's website is affiliated with or somehow endorsed by Complainant. By using the Domain Name in this fashion, Respondent has intentionally attempted to attract Internet users to its website by creating a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of Respondent's website and services marketed therein, in bad faith pursuant to paragraph 4(b)(iv) of the Policy.

Complainant requests the transfer of the Domain Name.

B. Respondent

Respondent did not formally reply to Complainant's contentions.

However, in its email dated September 1, 2025, Respondent stated:

"My intention wasn't to hurt your policy and here I choose 'The disputed domain name should be transferred from the Respondent's control to the Complainant.'"

In its email of September 24, 2025, Respondent stated:

"As previously agreed, the domain owner has personally confirmed the transfer of <https://instasaverr.com/> and submitted the Standard Settlement Form directly. For your reference, we are attaching both the signed PDF and a supporting screenshot. We trust this fulfills the required formalities and look forward to your confirmation."

Respondent repeated its consent to transfer in its email of September 25, 2025:

“As mentioned in our previous correspondence, the domain owner has already confirmed the transfer of <https://instasaverr.com/> and submitted the duly signed Standard Settlement Form along with a supporting screenshot. We trust that these documents fulfill the required formalities for the settlement process.

We kindly request the Center to review our submission and confirm the next steps, including suspension of proceedings if applicable.”

In response to the consent to transfer of Respondent, Complainant sent an email to the Center dated September 26, 2025, stating that Complainant and Respondent briefly explored settlement in this matter, mentioning that based on those discussions and in view of the circumstances of this case, Complainant requested that the Center proceed to empanelment and, notwithstanding Respondent’s consent to transfer the Domain Name, that the Panel issue a decision on the merits.

In response the same message of consent to transfer was repeated by Respondent in its two emails of September 26, 2025:

- “I agree to transfer the domain name to the Complainant. I will also ensure that I do not register or use any domain names containing trademarks that I am not authorized to use, and I will not provide any services or functionality that infringe upon the Complainant’s rights.”, and
- “The Respondent confirms their consent to the transfer of the disputed domain name [instasaverr.com] to the Complainant. In the interest of efficiently resolving this matter, the Respondent respectfully requests that the Panel order the transfer without making any findings or statements regarding bad faith, as the Respondent does not contest the transfer and wishes to avoid unnecessary commentary on the circumstances of registration.

The Respondent remains committed to cooperating fully with the proceedings.”

6. Discussion and Findings

Paragraph 15(a) of the Rules instructs the Panel to “decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable”.

Paragraph 4(a) of the Policy requires that a complainant proves each of the following three elements to obtain an order that the disputed domain name should be transferred or cancelled:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) the respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

A. Consent to Transfer

Section 4.10 of WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ([“WIPO Overview 3.0”](#)) provides as follows:

“How do panels handle cases involving a respondent’s informal or unilateral consent for the transfer of the domain name to the complainant outside the “standard settlement process” described above?

Where parties to a UDRP proceeding have not been able to settle their dispute prior to the issuance of a panel decision using the “standard settlement process” described above, but where the respondent has nevertheless given its consent on the record to the transfer (or cancellation) remedy sought by the complainant, many panels will order the requested remedy solely on the basis of such consent. In such cases, the panel gives effect to an understood party agreement as to the disposition of their case (whether by virtue of deemed admission, or on a no-fault basis).

In some cases, despite such respondent consent, a panel may in its discretion still find it appropriate to proceed to a substantive decision on the merits. Scenarios in which a panel may find it appropriate to do so include (i) where the panel finds a broader interest in recording a substantive decision on the merits – notably recalling UDRP paragraph 4(b)(ii) discussing a pattern of bad faith conduct, (ii) where while consenting to the requested remedy the respondent has expressly disclaimed any bad faith, (iii) where the complainant has not agreed to accept such consent and has expressed a preference for a recorded decision, (iv) where there is ambiguity as to the scope of the respondent’s consent, or (v) where the panel wishes to be certain that the complainant has shown that it possesses relevant trademark rights.”

In this case the Panel finds that the emails of Respondent to the Center of September 1, 24, 25 and 26, 2025, undoubtedly and unequivocally demonstrate the consent of Respondent to have the Domain Name transferred to Complainant.

The fact that the Standard Settlement Agreement has not been concluded between the Parties prior to Panel appointment does, in the view of the Panel, does not affect the effectiveness of Respondent’s unilateral and repeated consent to the transfer of the Domain Name.

However, in view of the conflicting requests of Parties with respect to the content of the decision of the Panel with Complainant requesting to issue a decision on the merits and Respondent’s statement of consent to transfer without a finding of bad faith, the Panel finds it appropriate to issue a fully reasoned decision and will proceed to analyze whether the three elements of paragraph 4(a) of the Policy are satisfied in this proceeding.

B. 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 Complainant’s trademark and the Domain Name. [WIPO Overview 3.0](#), section 1.7.

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

The entirety of the INSTA mark and the first part of the INSTAGRAM trademark are reproduced within the Domain Name. Accordingly, the Domain Name is confusingly similar to the marks for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The Panel finds that the addition of the term “saver” and the letter “r” in the Domain Name does not prevent a finding of confusing similarity between the Domain Name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

The gTLD “.com” is disregarded under the first element confusing similarity test. [WIPO Overview 3.0](#), section 1.11.1.

The Panel finds the first element of the Policy has been established.

C. 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 Complainant has established a prima facie case that Respondent lacks rights or legitimate interests in the Domain Name. Respondent has not rebutted Complainant’s prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the Domain Name such as those enumerated in the Policy or otherwise.

Complainant has stated it has not authorized or otherwise permitted Respondent to make any use of its INSTAGRAM trademarks in association with the Domain Name. Based on the undisputed submission and evidence provided by Complainant, the Domain Name resolves to a website which offers “Social Media Videos and Photos Downloader” from Complainant’s Instagram platform and platforms of competitors. Respondent has not acquired any trademark or service mark rights of the INSTAGRAM trademarks. In the view of the Panel, the construction of the Domain Name and the content of the website under the Domain Name are inherently misleading and carry a substantial risk of implied affiliation, which may mislead Internet users into believing that the Domain Name is associated with Complainant, contrary to the fact. Respondent is thus not making a legitimate noncommercial or fair use of the Domain Name, without intent for commercial gain to misleadingly divert Internet users or to tarnish the trademark of Complainant.

The Panel does not consider such use of the Domain Name a bona fide offering of goods or services, nor a legitimate noncommercial or fair use of the Domain Name.

For the sake of completeness, the Panel finds that Respondent cannot be considered a service provider using a Domain Name that contains the INSTAGRAM trademarks who may be making a bona fide offering of goods and thus may have a legitimate interest in the Domain Name in accordance the “Oki Data test” criteria. See *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#) and WIPO Overview, section 2.8. In particular, the website under the Domain Name provides not only download services for Instagram content but also content of many competitors of Complainant. There is also no indication on the website of Respondent about the relationship between Respondent and Complainant.

No formal Response to the Complaint was filed and Respondent has not rebutted Complainant’s prima facie case.

The Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

The Panel finds that the Domain Name has been registered and is being used in bad faith.

The INSTAGRAM trademarks of Complainant have been existing for some time and are well-known. The Panel notes that Complainant’s registration of its trademarks predate the registration date of the Domain Name. Respondent knew or should have known that the Domain Name included the entirety of Complainant’s INSTA trademark, also widely known in India, and the first part of the INSTAGRAM

trademark. The construction of the website under the Domain Name offering “Instagram Downloader Tools” indicates that when registering the Domain Name, Respondent was fully familiar with Complainant and its trademarks.

The Panel notes that Respondent’s use of the Domain Name providing Social MediaDownloader and Instagram Downloader Tools demonstrates that Respondent possibly registered the Domain Name with the intention to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the trademarks of Complainant as to the source, sponsorship, affiliation, or endorsement of its website or location or of a service on its website or location, which constitutes registration and use in bad faith in a similar manner to that provided under paragraph 4(b)(iv) of the Policy.

The Panel finds that 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 Domain Name, <instasaverr.com>, be transferred to Complainant.

/Dinant T. L. Oosterbaan/

Dinant T. L. Oosterbaan

Sole Panelist

Date: October 9, 2025