

## **ADMINISTRATIVE PANEL DECISION**

Société de Gestion Pierre Cardin v. Taj Royal, Taj-Royal  
Case No. D2025-3807

### **1. The Parties**

The Complainant is Société de Gestion Pierre Cardin, France, represented by Tmark Conseils, France.

The Respondent is Taj Royal, Taj-Royal, Kuwait.

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

The disputed domain name <pierrecardinkw.com> is registered with Name.com, Inc. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on September 18, 2025. On September 19, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 22, 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 (UNKNOWN) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 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 on September 24, 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 September 29, 2025. In accordance with the Rules, paragraph 5, the due date for Response was October 23, 2025. The Response was filed with the Center on October 23, 2025. The Center notified the Parties of the Commencement of Panel Appointment Process on November 2, 2025.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on November 7, 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 French simplified joint stock company registered in the appropriate commercial register in Paris, France, under number 732 037 056. The Complainant is the exclusive licensee of various PIERRE CARDIN trademarks worldwide relating to fashion. The Complainant owns certain trademarks, for example:

French Registered Trademark Number 1374766 for the word mark PIERRE CARDIN, registered on October 14, 1986, in Class 3; and

French Registered Trademark Number 4915362 for the word mark PIERRE CARDIN, registered on November 22, 2022, in Classes 6, 7, 8, 11, 14, 20, and 21.

The Complainant states that it is also the registrant of the domain name <pierrecardin.com>, registered on February 26, 1999.

The disputed domain name was registered on April 24, 2025. The Complainant produces screenshots of the website associated with the disputed domain name in line within the Complaint but these were not easily readable due to being reduced in size, and the Panel therefore visited said website on November 11, 2025 having regard to the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.8. Said website is in both English and Arabic, and offers cosmetics branded with the PIERRE CARDIN mark for sale. Under a heading "About us" at the bottom of said website is the statement "The exclusive agent of Pierre Cardin Paris International Agency in Kuwait - Taj Royal Perfumes and Cosmetics Company".

According to the Response, the Respondent operates within a corporate group composed of Super Alwataniya and Taj Royal, both established in the State of Kuwait under the same ownership and management. By virtue of a Distributor Agreement entering into force on January 3, 2020, the Respondent was appointed by a Turkish company named Çarşıbaşı Kozmetik Tekstil Ltd. Şti. as distributor and reseller of "Pierre Cardin Paris Cosmetic products" within the territory of Kuwait. According to said agreement, Çarşıbaşı Kozmetik Tekstil Ltd. Şti. is the manufacturer of the products concerned. Neither of the Parties has seen fit to inform the Panel of whether the latter company has any direct or indirect relationship with the Complainant, and in particular whether it is duly authorized by the Complainant to manufacture said products, and to apply the PIERRE CARDIN trademark to them, and likewise whether it is authorized to enter into agreements with entities such as the Respondent for their distribution and sale to the public.

The said Distributor Agreement (designating Super Alwataniya CO as "DISTRIBUTOR" and Çarşıbaşı Kozmetik Tekstil Ltd. Şti. as "COMPANY") provides at Article 5.1, beneath the heading PROTECTING PRODUCT AND PRODUCT BRAND – PREVENTING UNFAIR COMPETITION, "Without consent of COMPANY in writing, DISTRIBUTOR may not use Product Brands and other COMPANY identification signs in any way whatsoever. DISTRIBUTOR may not allow any third parties to use, nor imitate, produce/have produced products which are same as or similar with the Product and Brand and other identification signs of the Product and COMPANY. DISTRIBUTOR may not use COMPANY's name and logo on its own letterhead or announcements". The term "Product Brands" is not expressly defined in the said Agreement, although it is clear from the context that the term "Product" encompasses "the Pierre Cardin Paris Cosmetic Products" which the distributor agrees to buy from Çarşıbaşı Kozmetik Tekstil Ltd. Şti. and to resell according to a minimum purchase requirement.

## **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 its trademarks cover cosmetics among other products and services, adding that the disputed domain name reproduces its PIERRE CARDIN trademark in its entirety, asserting that this is the prominent and essential character thereof.

The Complainant notes that it promotes its products, services and related activities directly or via partners and authorized licensees, adding that it has not authorized any third party to identify itself by way of the disputed domain name. The Complainant asserts that the Respondent seeks to take commercial advantage of the Complainant's prior rights via the disputed domain name.

The Complainant states that there appears to be no legitimate reason why the Respondent would incorporate the Complainant's mark in the disputed domain name, adding that "no information can legitimate the registration of a domain name reproducing identically the distinctive and famous Complainant's mark PIERRE CARDIN by the Respondent". The Complainant points out that due to the fame of its said mark (evidence provided) the Respondent cannot have registered the disputed domain name without knowledge thereof.

The Complainant contends that the Respondent has impermissibly taken advantage of the Complainant's commercial interest in its said trademark, and registered the disputed domain name because of its connection to the Complainant, noting that its use of the disputed domain name will generate a larger audience than would likely have been the case if the Respondent chose a domain name that was not confusingly similar to a famous mark.

The Complainant asserts that the Respondent could not ignore the existence of the Complainant's prior rights due to their notoriety, whereby it is difficult to infer a legitimate use by the Respondent. The Complainant submits that the website associated with the disputed domain name illegitimately seeks to impersonate the Complainant by reproducing the Complainant's trademark and offering products as though they originated from or were authorized by the Complainant. The Complainant indicates that this generates a likelihood of confusion for the Respondent's commercial gain and demonstrates bad faith under the Policy, noting that everything on the website associated with the disputed domain name suggests that it is the official website of the PIERRE CARDIN mark when it is not.

The Complainant asserts that the fame of its mark extends to Kuwait, where it enjoys a significant and well-established presence, whereby the choice of the letters "kw" in the disputed domain name is significant, adding that the associated website dishonestly makes Internet users believe that they have reached a website created or approved by the Complainant. The Complainant asserts that the cosmetics sold on the website associated with the disputed domain name are counterfeit, and concludes that the Respondent is illegitimately identifying as the Complainant and trading off its goodwill.

### **B. Respondent**

The Respondent contends that the Complainant has not satisfied the elements required under the Policy for a transfer of the disputed domain name. The Respondent notes that it is a distributor authorized by Çarşıbaşı Kozmetik Tekstil Ltd. Şti., which it states is the official manufacturer and licensed user of the trademark PIERRE CARDIN COSMETICS in Türkiye (specific registered mark not identified), producing the said agreement described in the factual background section above. The Respondent notes that the agreement authorizes the Respondent to market and distribute exclusively "Pierre Cardin Cosmetics" products within the Kuwaiti market. The Respondent produces invoices issued by Çarşıbaşı Kozmetik Tekstil Ltd. Şti. and related importation documents.

The Respondent contends that the disputed domain name was registered and operated in good faith, exclusively to promote and support the marketing of authentic products that have been legally imported. The Respondent asserts that it maintains a bona fide commercial interest and demonstrable rights and legitimate interests in the disputed domain name under paragraph 4(c)(i) and (ii) of the Policy, adding that it accurately reflects its authorized commercial activity in Kuwait, serving a clear, descriptive and legitimate business purpose. The Respondent concludes that no evidence supports any element of bad faith under the Policy.

## **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 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, "kw" may bear on assessment of the second and third elements, the Panel finds the addition of such term 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 absence of spaces in the disputed domain name is of no significance to the comparison exercise, as spaces are not permitted in domain names for technical reasons.

It is also well accepted that a generic Top-Level Domain, in this case ".com", is typically ignored when assessing the similarity between a trademark and a domain name. [WIPO Overview 3.0](#), section 1.11.1.

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. Notably, the Complainant asserts that it has not authorized any party to identify itself by way of the disputed domain name, and that the Respondent thereby seeks to take commercial advantage of the Complainant's prior rights. The Panel therefore turns to the Respondent's case in rebuttal.

The nature of the Respondent's case is that it holds a distribution agreement by a third party in terms of which it is authorized to distribute and sell "Pierre Cardin Cosmetics" products in the territory of Kuwait. The Respondent does not say how these products relate to the Complainant's activities and intellectual property, and it should be noted that the distribution agreement does not purport to grant any license or sublicense of the Complainant's trademarks for the purposes of the distribution and sale of the products, even assuming for present purposes that Çarşıbaşı Kozmetik Tekstil Ltd. Şti. is a licensee of the Complainant. Crucially, the distribution agreement contains an express prohibition at Article 5.1 against the Respondent using Product Brands (which the Panel considers can only be interpreted here as encompassing the PIERRE CARDIN name or mark) in any way whatsoever without the written consent of Çarşıbaşı Kozmetik Tekstil Ltd. Şti. This type of provision, although somewhat opaquely expressed in this agreement, is not unusual in the context of distribution agreements, in the Panel's experience, because being appointed as a distributor or reseller of a company's products does not typically allow such distributor or reseller to cloak itself in the style of the brand owner (as in the disputed domain name) without there being some form of additional authorization or express permission being granted.

Consequently, even assuming for present purposes that Çarşıbaşı Kozmetik Tekstil Ltd. Şti. is a licensee of the Complainant and is permitted to enter into agreements with parties such as the Respondent for the distribution and resale of products to which the PIERRE CARDIN trademark has been lawfully applied, which the Respondent has not shown, there is no evidence before the Panel that by virtue of the said distributor agreement the Respondent would be authorized to present itself to the marketplace as being the Complainant, whether concerning the territory of Kuwait or otherwise. As far as the Panel is concerned, that is the effect of the disputed domain name, the composition of which is limited to the Complainant's mark coupled with that two-character country code for Kuwait.

Considering briefly the content of the website associated with the disputed domain name, there is an indication at the foot of the homepage that it is operated by a different entity, i.e., the Respondent, but it is not correct at least according to the distribution agreement for the Respondent to describe itself as "The exclusive agent of Pierre Cardin Paris International Agency in Kuwait". In any event, had it wished to do so, the Respondent is on notice that it requires to seek authorization in writing. No such written authority has been produced to the Panel. As this is the sole basis on which the Respondent claims rights and legitimate interests under the Policy, the Panel finds that it has failed to rebut the Complainant's prima facie case.

The Panel notes for completeness (i.e., for the event that Çarşıbaşı Kozmetik Tekstil Ltd. Şti. is not in a position to authorize the Respondent's activity (and putting aside that even if there were such authority, the provided agreement does not purport to authorize the use made of the mark including in the disputed domain name) that panels under the Policy have recognized that resellers using a domain name containing a complainant's trademark to undertake sales related to that complainant's goods or services may be making a bona fide offering of goods and services and thus have a legitimate interest in such domain name. [WIPO Overview 3.0](#), section 2.8.1. The section goes on to describe the "Ok! Data test", in which the following cumulative requirements will be applied in the specific conditions of a UDRP case:

- (i) the respondent must actually be offering the goods or services at issue;
- (ii) the respondent must use the site to sell only the trademarked goods or services;
- (iii) the site must accurately and prominently disclose the registrant's relationship with the trademark holder; and
- (iv) the respondent must not try to "corner the market" in domain names that reflect the trademark.

Applying this test in the present case, the Panel is unaware of whether the Respondent is offering the Complainant's goods (or whether as the Complainant alleges, they are counterfeits). The Respondent does not specify this, only noting that it has permission from the Turkish manufacturer of the goods concerned. As noted above, the Respondent has failed to establish that there is any relationship between the said

manufacturer and the Complainant. On the second criterion, as far as the Panel can see, the site offers goods and services apparently bearing the Complainant's trademark. The Panel cannot tell if these are genuine and the explanation in the Response does not demonstrate this on its own, particularly in the absence of any evidence of a link between the manufacturer and the Complainant.

As to the third criterion, the Panel has already noted that the site does not accurately disclose the Respondent's relationship with the trademark holder (at least insofar as the Respondent has not established any relationship between the said Turkish company and the Complainant, and the distribution agreement does not in any event appoint the Respondent as "the exclusive agent of Pierre Cardin Paris International Agency in Kuwait" or even grant it authority to use the mark in the domain name in the way in which it has done). Furthermore, this agency statement is not prominently displayed, being at the foot of the home page. As to the fourth criterion, the Panel has seen no evidence of any attempt to corner the market in domain names. It may be seen therefore that if the Oki Data test applies to the Respondent's alleged status as a reseller, the Respondent fails it at least on the third criterion.

[WIPO Overview 3.0](#), section 2.8.1 goes on to note that the Oki Data test does not apply where any prior agreement, express or otherwise, between the parties expressly prohibits (or allows) the registration or use of domain names incorporating the complainant's trademark. Here, as discussed above, the distribution agreement produced by the Respondent arguably prohibits the use of domain names incorporating the Complainant's trademark, assuming the Panel's interpretation of "Product Brands" is correct, albeit not expressly, and albeit that this is not an agreement between the Parties to this dispute, and there is no evidence before the Panel as to how the parties to the said agreement are commercially connected to the Complainant, if at all. Nevertheless, the Panel considers the apparent prohibition to be relevant here because the distribution agreement is the sole peg on which the Respondent hangs its case. Consequently, the Panel finds that the Respondent's case fails either separately or cumulatively in consequence of the prohibition in the distribution agreement, or the lack of any evidence of the Complainant's authority or permission in connection with the distribution agreement, or on the basis of the Oki Data test itself.

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's approach to the third element analysis mirrors closely the approach which it has taken with regard to the second element, as outlined above. If the Respondent does not have any legitimate basis for the registration and holding of the disputed domain name, in the circumstances of the present case, then it cannot have been registered and used in good faith.

The Panel notes that the Respondent is apparently operating as a reseller of goods bearing the Complainant's trademark, allegedly on the basis of a distribution agreement with a third party. Even assuming that the third party has the Complainant's authority to enter into such agreements, there is a prohibition in the distribution agreement against the Respondent "using Product Brands" without written permission. The Panel considers that this prohibition would extend to the registration of the disputed domain name, which in itself amounts to an impersonation of the Complainant as, on its own, it makes the representation that any website found there will be the official presence of the Complainant's brand in Kuwait, not that of a reseller of a certain class of products bearing what appears to be the Complainant's mark. Crucially, the disputed domain name amounts to a use of the Complainant's mark, in respect of which no evidence of any written permission from the other party to the distribution agreement has been supplied by the Respondent. That being so, even if the distribution agreement is commercially connected to the Complainant, it cannot follow that the disputed domain name was registered in good faith. In any event, there is no evidence before the Panel as to such a commercial connection, nor any explanation as to how it relates to the Complainant's business activities. As the terms of the distribution agreement constitute the

sole ground expressed within the Response for the Respondent's alleged good faith acting, the Complaint must succeed.

For completeness, the Panel notes that the Complainant alleges that it has no relationship with the Respondent, and that the website associated with the disputed domain name illegitimately seeks to impersonate the Complainant by reproducing the Complainant's trademark PIERRE CARDIN and offering allegedly counterfeit products presented as if they originated from or were authorized by the Complainant as part of a dishonest and fraudulent scheme. This is a serious allegation, and the Respondent's presentation of the distribution agreement on its own, in the absence of the Respondent establishing any connection between the other party to that agreement and the Complainant, in no way answers the allegation concerned. All that the distribution agreement establishes is that the Turkish manufacturer of certain goods has conferred authority on the Respondent to sell these in Kuwait, not that the Complainant permits this in the case of goods bearing the trademark PIERRE CARDIN.

Having reviewed the record, the Panel finds the Respondent's registration and use of the disputed domain name constitutes 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 name <pierrecardinkw.com> be transferred to the Complainant.

*/Andrew D. S. Lothian/*

**Andrew D. S. Lothian**

Sole Panelist

Date: November 21, 2025