

ADMINISTRATIVE PANEL DECISION

Astec Industries, Inc. v. Blesson Varghese
Case No. D2025-3876

1. The Parties

The Complainant is Astec Industries, Inc., United States of America ("United States"), represented by Chambliss, Bahner & Stophel, United States.

The Respondent is Blesson Varghese, India, self-represented.

2. The Domain Name and Registrar

The disputed domain name <astecindia.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 September 23, 2025. On September 24, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 24, 2025, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

The Respondent sent two communications on September 26, 2025. The Center acknowledged receipt of said communications on the same date.

The Center verified that 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 October 7, 2025. In accordance with the Rules, paragraph 5, the due date for Response was October 27, 2025.

The Respondent requested to be granted a 30-day period to file a reply to the Response in a communication dated October 15, 2025. The Complainant filed an objection to this request on October 16, 2025. The Response was filed with the Center on October 17, 2025. The Complainant requested permission to file a reply to the Response on October 21, 2025. On October 22, 2025, the Center requested the resending of the Respondent's annexures together with its confirmation that the Response and resubmitted documents could be regarded as its complete Response. On the same day, the Respondent opposed the Complainant's request to file a reply to the Response and forwarded the annexures to the Response.

On October 30, 2025, the Center acknowledged receipt of the Parties' said communications and explained that it will be in the sole discretion of the Panel to determine whether to order further procedural steps, if any, adding that it would shortly proceed to Panel appointment.

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.

On November 11, 2025, the Panel issued Procedural Order No. 1 to the Parties. This noted that the Panel considered it appropriate to grant the Complainant's request to file a reply to the Response, to be strictly confined to matters raised therein, and added that the Panel was actively considering whether the case was in scope for the Policy due to it being a business dispute rather than typical cybersquatting. The Panel therefore invited both of the Parties to file supplemental filings providing contentions and relevant prior decisions under the Policy in support of or against this dispute being found within the scope of the Policy. The Panel also requested the Complainant specifically to:

1. explain, with reference to documentary evidence, the legal mechanism by which Astec Equipment India LLP was made subject to the Complainant's IT 565 email policy, as alleged in the annexes to the Complaint, and to provide evidence of the date on which it became so subject; alternatively, or in addition,
2. provide evidence, if any, of an express prohibition by the Complainant, as the First Partner under the Limited Liability Partnership Agreement with the said LLP, of the registration of domain names by the Designated Partner on behalf of the said LLP for the said LLP's use preceding the date of registration of the disputed domain name.

The Complainant was requested to file its supplemental submission no later than November 16, 2025, with the Respondent being asked to comment by November 21, 2025. The decision due date was extended to December 5, 2025.

The Complainant filed its supplemental submission on November 15, 2025. The Respondent filed its supplemental submission on November 18, 2025. In the Respondent's supplemental filing, it noted (but did not evidence) that the LLP partnership dispute between the Parties (hereinafter described) has already reached the Court in India and the Ministry of Corporate Affairs.

On November 19, 2025, the Panel therefore issued Procedural Order No. 2 to the Parties, in which it requested the Respondent to submit official evidence of these alleged facts by way of a suitably stamped or otherwise officially authenticated item issued by each of the bodies concerned, no later than November 24, 2025, with the Complainant being invited to comment on any such submission by no later than November 27, 2025. On November 21, 2025, the Respondent filed a supplemental filing in response to Procedural Order No. 2 containing evidence of the Court action and the Respondent's complaint to the Ministry of Corporate Affairs. On November 26, 2025, the Complainant filed a supplemental filing in response to Procedural Order No. 2. The Parties' respective submissions in response to Procedural Order No. 2 are discussed in section 6.1 of this Decision.

4. Factual Background

The Complainant is a publicly traded Tennessee, United States, corporation. Its principal business is the design, engineering, manufacture, marketing, and servicing of equipment and components used primarily in asphalt and concrete road building.

The Complainant is the owner of a variety of ASTEC formative trademarks, including, for example, United States Registered Trademark Number 1908140 for the device and word mark ASTEC AI, incorporating a device element representing the letter “A” with the letter “i” inset, registered on August 1, 1995 in Classes 7, 9, 11, and 19 (Classes 9 and 19 being subsequently cancelled). The Complainant also cited some 12 Indian trademarks, of which it produced a single certificate, namely that of Indian Registered Trademark Number 4276322 for a device mark containing the words ASTEC MOBILE SCREENS AN ASTEC INDUSTRIES COMPANY and featuring the same “A” and “i” device previously described, registered on August 27, 2019, in Class 7. This mark is registered to a different United States corporation, namely Astec Mobile Screens, Inc., but given the fact that the mark itself contains the logo used by the Complainant and the description “an Astec Industries Company”, the Panel assumes for present purposes that the owner is an affiliate of the Complainant, and nothing turns on this in the present administrative proceeding.

The Complainant also owns a variety of domain names containing the ASTEC mark, including <astecindustries.com>, registered on August 3, 1998.

The disputed domain name was registered on November 12, 2019. There is no active website associated with it. The Respondent describes itself as a recognized expert in asphalt / road construction technology. The Respondent and the Complainant are known to and have been in business with one another. In 2019, the Parties were involved in the creation of a limited liability partnership to undertake various activities in India on the Complainant’s behalf (hereinafter “the LLP”) originally named AEG Trading and Manufacturing India LLP, later (according to the Respondent) renamed Astec Equipment India LLP.

A Limited Liability Partnership Agreement dated August 16, 2019, produced by the Respondent, regulated the management and operation of the LLP. The Complainant was designed as the First Partner, and another of its group companies as the Second Partner. The Complainant appears to have arranged matters to ensure that it had control of the LLP. The Respondent was also a party to the said agreement, being defined as one of two Designated Partners of the LLP, and listed as being responsible for all acts, matters and things required to be done by the LLP in respect of compliance with the provisions of applicable law. The said agreement provides that a Designated Partner must also “undertake and perform any other duties assigned to the Designated Partner by the First Partner”.

The Complainant provides evidence indicating that the disputed domain name appears to have been used for corporate email purposes in connection with the business of the LLP, by the Respondent and others working for the LLP to whom the Respondent granted suitable access. The Complainant indicates that it was not aware of the disputed domain name or its use for some four years, until December 2023. On December 11, 2023, an IT Manager at the Complainant asked the Respondent by email if it was aware as to who was the owner of the disputed domain name. Later that day, said IT Manager wrote again to the Respondent indicating that upon further examination it appeared that the disputed domain name was being used by the “Astec India office” (i.e., presumably, the LLP). The email went on to request transfer of the disputed domain name and to note that its use was in violation of “SOP IT565”, being an IT policy of the Complainant which states that the only company-sanctioned email system is the Complainant’s instance of Exchange Online in Office 365, also specifying that “primary email addresses” will use the Complainant’s domain name, <astecindustries.com>.

On August 14, 2024, a VP, Chief Information Officer of the Complainant wrote to the Respondent stating “[...] we can’t wait any longer to do this,” and requesting another member of staff to work with the Respondent to “get these domains [sic] switched over asap”. On the same day, a Director, IT Infrastructure of the Complainant reported to the sender of the previous email that the Respondent had informed “us” on a recent call that “no one at Astec India actually registered the [disputed] domain [name]” and that “[...] it was a

company that was contracted to build the website for Astec India. Since then, that company is now defunct. [The Respondent] has said that he's tried to get in contact with someone from that company to see if there is some way that the [disputed] domain [name] can be transferred to us". The Respondent was on copy of the latter email, and there is no evidence before the Panel that it disputed the terms of what it is reported to have told the author at the time.

The Respondent produces evidence indicating that the relationship between the Parties broke down no later than on or about August 19, 2025. There is no need for the Panel to go into detail about the manner of the breakdown beyond noting that the Respondent saw fit to make a police report containing allegations regarding the actions in India of certain visiting employees of the Complainant, and also cancelled a "rent agreement" (which the Panel has not seen, although a document cancelling same was provided) apparently relating to the lease of premises, which it appears that the Respondent owns, to the LLP. The Respondent and the LLP have since been engaged in litigation in the High Court of Gujarat at Ahmedabad, and the Respondent has also made a formal complaint to the Indian Ministry of Corporate Affairs against the LLP. Neither of these proceedings (noting that the Panel has only been provided with limited documentary extracts by the Respondent) appear to relate to the disputed domain name, nor does the Complainant appear to be a party to either of them.

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.

In summary, the Complainant contends that the disputed domain name incorporates its ASTEC mark in its entirety along with the geographic term "India", which it says does nothing to prevent a finding of confusing similarity. The Complainant submits that the Respondent registered the disputed domain name long after the Complainant established exclusive rights in the ASTEC mark and months after it incorporated its Indian affiliate. The Complainant states that the Respondent has no trademark registrations for any variation of "astec".

The Complainant contends that the Respondent is not making a bona fide offering of goods or services or any legitimate noncommercial or fair use of the disputed domain name, which is parked and contains no content, adding that the Respondent has not sought or obtained a corresponding license from the Complainant. The Complainant asserts that the Respondent used the disputed domain name for an email account while selling products competitive with those of the Complainant, and disclosed proprietary drawings and information to unauthorized third parties, adding that there is no evidence that the disputed domain name is the Respondent's legal name or a name commonly used to identify the Respondent without infringing the Complainant's trademark rights.

The Complainant notes that registration and use in bad faith should be presumed because panels under the Policy have consistently found that registering a domain name identical or confusingly similar to a well-known trademark by an unaffiliated entity creates a presumption of bad faith. The Complainant contends that the Respondent was not an affiliated entity of the Complainant, although it occupied a position of trust and concealed the disputed domain name for years, operated an undisclosed email account, and refused to transfer the disputed domain name despite repeated demands, which the Complainant characterizes as egregious and dishonest conduct.

The Complainant states that the Respondent registered the disputed domain name four months after the Indian partnership was incorporated and after becoming an employee of Astec India, which the Complainant controls, adding that the Respondent exploited this position to register the disputed domain name, to which it had no legitimate claim, amounting to opportunistic bad faith. The Complainant says that this was intended to gain leverage for valuable consideration beyond the Respondent's out-of-pocket costs.

The Complainant contends that the Respondent intended to disrupt the Complainant's business by insisting on using the disputed domain name for email relating to the Complainant's business, thereby shielding activities such as selling competitive parts and sharing confidential drawings, submitting that the use of a domain name identical to the Complainant's trademark to compete with it creates an obvious likelihood of confusion and disrupts the Complainant's business.

The Complainant asserts that the Respondent had actual knowledge of its ASTEC trademark when registering the disputed domain name, did not seek permission to do so, and has refused to transfer it despite repeated demands. The Complainant argues that the Respondent has no plausible legitimate use for the disputed domain name.

The Complainant submits that the Respondent likely registered the disputed domain name to attract customers for competing products and to trade on the goodwill of its ASTEC marks, in violation of paragraph 4(b)(iv) of the Policy, adding that it received no verbal response to its emails or letters from the Respondent.

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 submits that ASTEC is a contraction of "asphalt technology," not an arbitrary term, adding that public sources confirm this origin, and asserting that, under the Policy, descriptive or suggestive marks receive narrow protection, and cannot be monopolized across jurisdictions. The Respondent notes that India hosts numerous businesses using similar names such as "Astec," "Astech," and "Ashtech," arguing that this weakens any claim of exclusivity. The Respondent states that it does not concede the first element under the Policy but submits that the dispute should be decided on the second and third elements. The Respondent contends that "astecindia" is not confusingly similar to ASTEC INDUSTRIES because the addition of "India" distinguishes national operations, adding that panels under the Policy often accept such modifiers as non-confusing.

The Respondent asserts that it holds rights and legitimate interests in the disputed domain name, noting that it personally procured and paid for the disputed domain name, and that it was used for bona fide partner-level operations of the LLP, functioning as a practical identifier for such operations, not as an employee asset. The Respondent adds that there is no employment contract, no instruction to hold the disputed domain name in trust, and no clause in the corresponding partnership agreement requiring transfer. The Respondent submits that partnership disputes fall outside the scope of the Policy, asserting that the Respondent used the disputed domain name in good faith for email and internal coordination, and adding that the Complainant's IT policy is irrelevant to an Indian partner as the partnership agreement governs and imposes no such restriction. The Respondent states that the registration of the disputed domain name was transparent, and the Complainant acquiesced for years. The Respondent says that it never offered to sell or monetize the disputed domain name, and that its prompt migration to <astecindustries.com> once group IT systems were implemented shows its cooperation. The Respondent points out that the disputed domain name was never used for advertising, PPC links, or sale listings, and says that it was the antithesis of cybersquatting.

The Respondent contends that it did not engage in bad faith registration, adding that the disputed domain name was registered in November 2019 when the LLP existed only as "AEG Trading and Manufacturing LLP", and that its subsequent renaming to "Astec Equipment India LLP" occurred in August 2020, thus there was no "Astec India" identity to target at the point of registration, as required by the Policy. The Respondent asserts that the disputed domain name was created for legitimate email infrastructure operations, with no concealment or misrepresentation, and that it never sought profit or diversion, ignored GoDaddy sale solicitations, and hosted no website, PPC, or redirects, adding that its subsequent migration to centralized systems shows its cooperation, while the Complainant's silence from 2019 to 2025 evidences its acquiescence. The Respondent asserts that any allegations of misconduct relate to governance issues, not

cybersquatting, and fall outside the scope of the Policy, adding that the doctrine of passive holding is inapplicable in this case because the Respondent's use was operational and transparent.

The Respondent states that the Complainant's conduct qualifies as Reverse Domain Name Hijacking, stating that the Complainant knew that the Respondent was a partner, not an employee, that ownership of the disputed domain name was open, and that no misuse occurred, and adding that there was no objection for over five years, and that "Astec India" did not exist at the point of registration of the disputed domain name. The Respondent contends that the Complainant proceeding with the Complaint despite knowing of these facts constitutes abuse of the Policy.

C. Complainant's reply to Procedural Order No. 1

In summary, the Complainant contends as follows:

The Complainant submits that its IT Policy applies to the LLP through operational directives communicated to all personnel, including Designated Partners (as defined in the LLP agreement) acting in operational roles, adding that the directives establish the Complainant's control over the LLP's IT infrastructure and related assets, including domain names. The Complainant contends that, as the First Partner under the LLP agreement, it exercises managerial and operational control over the LLP, adding that the LLP agreement expressly designates the Complainant as the controlling partner with authority over business operations and policies. It asserts that the LLP became subject to its IT policy when the LLP's business operations commenced in May 2019.

The Complainant notes that its Employee Handbook is provided to all personnel within its organization, including those associated with subsidiary entities and LLPs, and contains express references to IT policy compliance, including policies applicable to all "Astec-affiliated operations". The Complainant states that the Respondent cannot credibly claim ignorance of such policies because it operated within the Complainant's IT infrastructure throughout its tenure, using the Complainant's email systems and IT resources governed by the said policy.

The Complainant submits that the LLP agreement establishes fiduciary duties and operational frameworks, and does not contain an express clause prohibiting designated partners from registering domain names without authorization, submitting that it is standard in corporate governance documents not to list every possible form of misconduct, which would be unrealistic, although this does not create a license for unauthorized appropriation of business assets.

The Complainant asserts that section 15.4 of the LLP agreement explicitly states that Designated Partners have no power to act beyond the authority granted by the Partners, noting that the Complainant (which controls 99% of voting rights) did not authorize the Respondent to register the disputed domain name. The Complainant states that in consequence it is now implementing strict measures governing domain name registration and IT asset control for the LLP and affiliated entities, underscoring the extraordinary nature of the Respondent's misconduct. The Complainant says that an internal inquiry into the Respondent's conduct concluded on November 5, 2025, and the Respondent's association with the LLP was terminated with effect from November 10, 2025, adding that there is no pending partnership or internal dispute, and no legitimate reason for the Respondent to retain the disputed domain name.

The Complainant submits that the Respondent's submission that the matter is outside the scope of the Policy misrepresents both the facts and applicable principles, adding that the proceeding concerns a domain name incorporating the Complainant's trademark, registered without its knowledge or consent, and wrongfully withheld by a former designated partner who has been terminated, and that the dispute is not incidental to a broader partnership disagreement.

The Complainant contends that the Respondent's reliance on Policy jurisprudence concerning partnership disputes is misplaced because this applies where domain ownership is genuinely disputed between partners with competing claims to partnership assets, during ongoing partnership relationships, adding that this is not the case here because the Respondent never had any ownership interest in the LLP. The Complainant states that the Respondent's conduct of secretly registering the disputed domain name while serving in an operational capacity constitutes classic cybersquatting which the Policy was specifically designed to address. The Complainant also challenges the Respondent's citation of various cases under the Policy which it notes do not involve partnership or internal business disputes. The Complainant concludes that the existence of a partnership structure in the present case does not transform the Respondent's unauthorized registration into an internal governance matter beyond the scope of the Policy.

With regard to the Respondent's submissions relating to confusing similarity, the Complainant notes that the evidence demonstrates its use of the ASTEC mark continuously for over 50 years, and that even if it were to be considered as a contraction of descriptive terms, its longstanding use in commerce confers acquired distinctiveness. The Complainant adds that the addition of other terms, such as "India" to the mark, is typically regarded as insufficient to prevent confusing similarity. The Complainant notes that the alleged co-existence of multiple similar business names in unrelated fields in India does not weaken protection for a mark that has acquired distinctiveness in its sector.

The Complainant asserts that the Respondent's claimed legitimate interest fails because the disputed domain name was registered for the Respondent's personal control, and it refused repeated requests from the controlling First Partner to transfer it, adding that the Respondent's details were concealed from the RDAP data. The Complainant notes that limited internal use of a domain name, such as for private email, does not automatically create a legitimate interest under the Policy.

The Complainant contends that while no formal entity called "Astec India" existed when the disputed domain name was registered, this does not negate the Complainant's established trademark rights, which predated this, noting that its mark was well known and in active use, as shown by the Complainant's photos of branded equipment in India and Indian Registered Trademark Number 4276322.

The Complainant submits that the Respondent's reliance on cases relating to laches or acquiescence is misplaced, whereby the Complainant's alleged "long silence" does not absolve the Respondent of bad-faith conduct. The Complainant contends that the Respondent's argument that no commercial exploitation occurred and no traffic was diverted does not eliminate the likelihood of confusion or improper leveraging of the Complainant's mark, adding that registration of a domain name incorporating a well-known mark by an unaffiliated entity without authorization constitutes bad faith under the Policy.

The Complainant asserts that under local law relating to the LLP, the powers and duties of designated partners such as the Respondent are governed by the LLP agreement, noting that the LLP agreement states that designated partners shall not have the power to act on any matters other than the powers specifically vested in them, meaning that the power to effect domain name registrations must be explicitly delegated and did not arise from the Respondent's status. The Complainant says that the central issue is whether the Respondent actually had the rights and legitimate interests in the disputed domain name incorporating the Complainant's trademark, adding that neither the local law nor the LLP agreement provides the Respondent with a domain name holding right.

The Complainant asserts that the Respondent's submission is materially undermined by its reliance on incorrect or non-existent citations under the Policy, demonstrating that the Respondent's arguments lack authoritative support and should be accorded minimal weight.

With regard to the Respondent's request that the Panel find Reverse Domain Name Hijacking, the Complainant requests that this be rejected, contending that the disputed domain name was not openly owned because the registrant's details were shielded under "Registration Private," and that when asked directly, the Respondent was not forthcoming about ownership. The Complainant adds that no evidence exists demonstrating that the Complainant knew it could not prove the required elements under the Policy,

particularly given the Complainant's longstanding trademark rights, and continuous use since 1972. The Complainant concludes that the Complaint was filed in good faith based on legitimate trademark rights and a reasonable claim of confusing similarity, not to harass the Respondent or abuse the Policy.

D. Respondent's reply to Procedural Order No. 1

In summary, the Respondent contends as follows:

The Respondent submits that the Complainant has produced nothing specific in response to the request for documentary evidence and the precise date when IT Policy 565 applied to the LLP. The Respondent notes that it was never an employee, adding that the LLP agreement is the sole governing document, containing an entire agreement clause. The Respondent concludes that IT Policy 565 has never been applied to the LLP or to the Respondent as a Designated Partner. The Respondent notes that the Complainant admits in its supplemental submission that the LLP agreement does not contain an express clause prohibiting designated partners from registering domain names, contending that this is fatal to the Complaint, adding that the Respondent registered and used the disputed domain name for legitimate operations of the LLP as a good designated partner would, and that in the absence of any contractual restriction, this conduct is permissible and gives rise to rights and legitimate interests under the Policy.

The Respondent submits that the Complainant's claim that the Respondent is a "former designated partner" who was terminated on November 10, 2025, is legally false, noting that no employment relationship ever existed and repeating the Respondent's Designated Partner status under the LLP agreement. The Respondent contends that the LLP agreement contains no provision allowing unilateral removal of a Designated Partner by the First Partner, and that under local law, removal requires mutual consent or an order of the National Company Law Tribunal. The Respondent asserts that even if termination were valid, it cannot retroactively convert a legitimate registration made in 2019 into cybersquatting.

The Respondent states that the disputed domain name was registered and used exclusively for the LLP operations and forms part of a broader partnership asset dispute, adding that such disputes are typically held to fall outside the scope of the Policy.

The Respondent notes that errors in the citation of cases in the Response were caused by the short notice required for its preparation, adding that the legal principles relied upon remain correct. The Respondent accuses the Complainant of similarly mis-citing numerous decisions in its submissions.

The Respondent concludes that the Complainant knew or should have known that the Respondent is a statutory partner, that the LLP agreement imposes no restriction on domain name registration, that IT Policy 565 never applied to the Respondent, that the disputed domain name was transparently registered and used for six years without objection, and that no entity called "Astec India" existed in 2019. The Respondent concludes that, in these circumstances, the Complaint is a blatant abuse of process.

6. Discussion and Findings

6.1. Preliminary issue: Effect of Court Proceedings

Paragraph 18 of the Rules contemplates the fact that legal proceedings in respect of a domain name dispute that is the subject of the complaint may be initiated prior to or during an administrative proceeding, and that such proceeding may be terminated or suspended in consequence, or the panel may proceed to a decision, in its discretion.

In response to Procedural Order No. 2, the Respondent has provided limited extracts of papers relating to ongoing litigation between the LLP and the Respondent along with an explanatory supplemental filing. The extracts refer to the Respondent's complaint addressed to the Indian Ministry of Corporate Affairs / Registrar of Companies regarding the LLP, and a court action between the LLP and the Respondent. The Respondent's position in its said supplemental filing, in summary, is that the extracts demonstrate that the dispute between the Parties arises from internal business, partnership, contractual, and statutory matters, which fall outside the scope of the administrative proceeding.

The Complainant's position in reply on this topic, in summary, is that the extracts do not support a characterization of the present matter as a partnership dispute that is beyond the scope of the administrative proceeding. With regard to the Indian Ministry of Corporate Affairs / Registrar of Companies complaint, the Complainant notes that this is the Respondent's own complaint which contains no assertion relating to the disputed domain name, such as that this is an asset of the LLP, or that the Respondent is entitled to a division of the LLP's assets, nor does the Respondent assert any entitlement to the ASTEC trademark. With regard to the Court action, the Complainant comments that the extracts do not support the notion that the present dispute is of a regulatory, statutory, or partnership nature, adding that no Indian authority is being asked to decide the specific questions to be answered under the Policy, and that the Complainant in the administrative proceeding is not a party to the Court action, which involves the LLP and the Respondent.

The Panel notes that, as indicated by the Complainant in its submission, the Complainant is not (directly) a party to either of the proceedings to which the Respondent's extracts relate. Instead, the parties involved are the LLP and the Respondent. Furthermore, there is no evidence before the Panel that these legal proceedings are in respect of the domain name dispute that is the subject of the Complaint (see paragraph 18 of the Rules). Consequently, the Panel determines that paragraph 18 of the Rules is not engaged, and that it is appropriate for it to proceed to a Decision on the present record. The Panel adds that it does not address this Decision to any other forum that may be seized of those matters described in the Respondent's reply to Procedural Order No. 2, or of any other related disputes between the Parties, or between the Respondent and the LLP, that do not form part of the present administrative proceeding.

For the reasons discussed below, the Panel considers that it is able to reach such Decision on the merits, and that the matter is not beyond the scope of paragraph 4(a) of the Policy despite the fact that the Respondent and the LLP appear to be engaged in a wider dispute.

6.2. Substantive Issues

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 or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The Panel finds the mark is recognizable 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. The trademark cited by the Complainant is a mark in which both a word and a graphical element are represented. The Panel is satisfied that the graphical element is severable from the underlying word element, such that the latter may be compared to the disputed domain name. [WIPO Overview 3.0](#), section 1.10. The word element is identical to the first word element in the disputed domain name.

Although the addition of other terms, here, “india” 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 applicable Top-Level Domain (“TLD”) in a domain name (here “.com”), is viewed as a standard registration requirement and as such may be 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.

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.

The Panel considers that the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name on the basis of its assertions that the Respondent is not making a bona fide offering of goods or services or any legitimate noncommercial or fair use of the disputed domain name, that the Respondent has not sought or obtained a corresponding license from the Complainant, that the Respondent allegedly used the disputed domain name for an email account while selling products competitive with those of the Complainant, allegedly disclosing proprietary drawings and information to unauthorized third parties, and that the disputed domain name is not a name commonly used to identify the Respondent. The Complainant also points out that the Respondent was in a fiduciary relationship in connection with the LLP with which the registration of the disputed domain name would be incompatible. The Panel therefore turns to the Respondent’s case in rebuttal.

The Respondent’s case is that it has rights or legitimate interests in the disputed domain name because it registered this after it had been appointed as Designated Partner in the LLP agreement, and that it was necessary for it to do so for the proper operation of the LLP. The Complainant counters that this was in contravention of its IT policy. However, in its response to Procedural Order No. 1, the Complainant did not establish to the Panel’s satisfaction that its IT policy was directly communicated to the Respondent at the time when the Complainant said it came into force for the LLP, and thus nothing turns on the existence of that policy.

Nevertheless, the fact that the Complainant has not proved that the Respondent knew of (and allegedly violated) its IT policy does not provide the Respondent with a complete answer to the Complainant’s case. Crucially, the Respondent registered the disputed domain name some three months after the LLP agreement had come into force, yet it took it in its personal name rather than in the name of the LLP. No argument has been put forward by the Respondent as to why this would be a reasonable course of action for the Designated Partner in the LLP to take. The Respondent has not pointed to any part of the LLP agreement, nor to any aspect of any applicable partnership law, that would have entitled it to take personally what it effectively contends was a partnership asset of the LLP, necessary for its operation. The Respondent does not deny that it had fiduciary duties to the LLP. Given this, there appears to be no adequate explanation for the personal holding of the disputed domain name, and the LLP agreement (and the Respondent’s status under this) would not confer rights and legitimate interests upon the Respondent in these circumstances.

In the present case, the Respondent's use of the disputed domain name for an offering of goods or services before notice to the Respondent of the dispute could not be held to be bona fide in accordance with paragraph 4(c)(i) of the Policy, whether or not the Complainant knew about or condoned the existence of the disputed domain name itself, and whether or not the Complainant's IT policy had reached the attention of the Respondent. In short, the Respondent's personal holding of the disputed domain name would mean that any goodwill vesting in it and arising from use in connection with the LLP would not come under the control of the LLP, as it should, but rather under the Respondent's exclusive personal control. Use of the disputed domain name in those circumstances could not be regarded as bona fide, and the Respondent would have known this when it registered and used the disputed domain name.

In these circumstances, and based upon the above analysis, the Panel has reached the view that it is appropriate for it to reach a decision on the merits in this case rather than to consider it out of scope for an administrative proceeding under the Policy. In so doing, the Panel does not require, for example, to engage in a detailed interpretation of the terms of the LLP agreement, nor to order the distribution of partnership assets legitimately held by one or other partner pursuant to the LLP agreement. If the terms of the present dispute had called upon the Panel to make either of these, or similar, determinations, it is possible that this would have taken matters out of the scope of the Policy.

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 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.

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.

In the present case, the Panel notes that the Respondent registered the disputed domain name allegedly for use in connection with the LLP, some three months after the LLP agreement was entered into. It is generally accepted that for registration in bad faith to be established under the Policy, the respondent must have registered the disputed domain name in the knowledge of the complainant and/or its rights, and with intent to target these. Knowledge is established in the present case because the Respondent was fully aware of the Complainant and, indeed, registered the disputed domain name in consequence of the business relationship in which it had recently engaged.

As far as targeting is concerned, the problem for the Respondent's case is that it took what ought to be a partnership asset that would properly have belonged to the LLP into its personal name (leaving aside the question of whether the Complainant's IT policy had already been communicated to it). The Respondent's submissions make it clear that the Respondent is a person fully conversant with its rights and duties in terms of the business relationship which it had entered into, including its fiduciary nature. This being the case, it is incompatible with that relationship that the Respondent proceeded to register the disputed domain name personally rather than in the name of the LLP. The Respondent then began to use this personally held domain name for the LLP's business, and the Respondent must have known and understood this at the material time, just as it must have known that it had not asked the Complainant's permission for the use of the Complainant's trademark in the disputed domain name.

While the Respondent says that the disputed domain name was registered “transparently” it does not expand upon this and does not present evidence showing that the Complainant (and/or its partners under the LLP) knew of and condoned its existence, far less that it or they knew of and condoned in whose name it was held, or that it contained the Complainant’s trademark. In fact, the evidence before the Panel indicates that the Respondent used a privacy service in registering the disputed domain name, which would have concealed this. While there may be perfectly good reasons why a personal domain name would be held in this manner, notably for reasons of privacy, the fact that the disputed domain name was held clandestinely means that the only way the Complainant could have known that the Respondent was behind the registration would be if the Respondent told the Complainant about it, as one might expect the Respondent to do if it was making the registration in good faith. There is no evidence that it did so, and indeed such evidence that there is, namely the emails between the Complainant and the Respondent commencing in December 2023, strongly suggest that the Complainant only discovered the existence of the disputed domain name at that time, and had not been told even by August 2024 that the Respondent was the underlying registrant. This can only be regarded as bad faith registration and use in the circumstances of the present case.

The Panel considers that its opinion above is fortified by the fact that, when the existence of the disputed domain name was first discovered by the Complainant in December 2023, there is no evidence in the case file that the Respondent promptly disclosed what it had done, and/or took steps to transfer what should have at minimum been a partnership asset to the LLP, as a Designated Partner under the LLP would be expected to do, bearing in mind its fiduciary relationship. Instead, the Respondent appears to have retained the disputed domain name in its personal name and prevaricated, consistent with bad faith acting. There is evidence before the Panel that as late as August 2024, the Respondent had still not transferred the disputed domain name to the LLP (and by implication to the Complainant, which controlled the LLP). The Complainant’s internal email of August 14, 2024, clearly and unequivocally sets out that the Respondent had informed the Complainant that “no one at Astec India actually registered the domain [name]. Rather, it was a company that was contracted to build a website for Astec India. Since then that company is now defunct. [The Respondent] has said that he’s tried to get in contact with someone from that company to see if there is some way that the domain [name] can be accessed and transferred to us”.

The Respondent’s alleged explanation as reported in that email is inconsistent with the terms of the Response, in which the Respondent states not that any third party registered the disputed domain name, and not that any putative website was involved, but rather that the Respondent itself registered the disputed domain name in its personal name for corporate email purposes with the necessary implication being that it has and had full control of it. The Complainant’s said internal email (copied to the Respondent at the time) was inserted into the record by the Complainant and yet the Respondent does not deny the terms of the reported explanation which it is said to have tendered to the Complainant’s IT staff. The Respondent might have denied the report either at the time when its copy of the email was received or otherwise in the record before the Panel. No such denial has been made in the Response, or perhaps more notably in the Respondent’s supplemental filing. These matters could not, on any view, be suggestive of the Respondent’s good faith regarding the registration and use of the disputed domain name, and as indicated above, they support the contrary view.

The Respondent alleges that its actions cannot be in bad faith because, at the time when the disputed domain name was registered, the LLP had yet to change its name to Astec Equipment India, and in fact it was named AEG Trading and Manufacturing India. Thus, the Respondent argues that there was nothing named “Astec India” for it to target at the material time. This submission is in the Panel’s view wholly disingenuous. The Respondent has never denied that the disputed domain name was registered for use by the LLP. The Respondent cannot deny that it was aware of the Complainant and its rights, given that it had engaged in business with it. The Respondent does not deny the existence of the Complainant’s subsidiary’s ASTEC formative trademark in India which was registered before the disputed domain name was registered. On any view, the disputed domain name was a partnership asset that reflected the Complainant’s trademark, not a personal asset, and its clandestine registration by the Respondent in the knowledge of the Complainant and the nature of its business was contrary to the Complainant’s trademark rights and therefore in bad faith. The Respondent’s citation of non-existent cases under the Policy (as discussed below) in support of its position cannot help it.

The fact that the disputed domain name was used for six years without objection cannot avail the Respondent in the circumstances of this case. In the first place, the Respondent has not shown on the present record that the Complainant was aware of the disputed domain name until December 2023, despite alleging as discussed above that it was “transparently” registered and used. In the second place, mere delay between the registration of a domain name and the filing of a complaint neither bars a complainant from filing such case, nor from potentially prevailing on the merits. [WIPO Overview 3.0](#), section 4.17.

The Panel notes for completeness that it has not been necessary for it to untangle the Parties’ respective business affairs, or to interpret the LLP agreement, or to determine whether the Complainant employed the Respondent, or to determine the distribution of partnership assets between the partners of the LLP, any of which might have led to the Panel to a conclusion that the present administrative proceeding is beyond the scope of the Policy. The Panel has proceeded solely on the basis that the Respondent is one of the Designated Partners under the LLP, something that the Respondent itself accepts and indeed relies upon. The Panel considers that the circumstances of this case, as more particularly described above, set out a case of abusive cybersquatting that is suitable for a decision on the merits.

Before leaving this topic, the Panel wishes briefly to discuss the Respondent’s citation of numerous cases under the Policy which are incorrect or non-existent. When challenged on this by the Complainant, the Respondent stated “the Complainant itself mis-cites numerous decisions in its Supplemental Submission. I have observed it for 8 companies which have not been mentioned by the Complainant”. It is notable that while the Complainant forensically addresses the Respondent’s mis-citations by reviewing each individually, and discussing the real cases found under the case numbers, noting that the actual cases were not authority for the Respondent’s propositions, the Respondent did not do likewise in support of its allegation relating to the Complainant’s own citations. In any event, the Panel has been unable to find any mis-cited cases in the Complainant’s submission, contrary to what the Respondent says, with the exception of those introduced by the Respondent that the Complainant was necessarily discussing. To compound matters, once this issue had been brought to the Respondent’s attention, it continued to mis-cite cases in its supplemental filing, including putting forward two alleged three member panel cases said to be authority for denying a complaint in the case of a partnership dispute. Neither of these existed, yet the Respondent listed them directly above the section in which it went on to purport to address the Complainant’s challenge of mis-citations in the Response.

The Respondent having mis-cited cases on a repeated basis indicates to the Panel something more than just an inadvertent mistake on its part. It calls into question the Respondent’s statement of truth and accuracy in the Response, and furthermore its statement that the Response is submitted in good faith. The fact that the Respondent maintains that the various propositions said to be established by the non-existent cases are nevertheless in accordance with Policy jurisprudence cannot change the overall impression produced by its submissions. Their truthfulness and accuracy as a whole must be judged with special care. In general, it is something of an understatement to say that such repeated mis-citations do not help a party under the Policy, and they cause panels to waste time in attempting to track down authorities that do not exist.

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

D. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the Panel finds that the Complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or to harass the domain-name holder, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. The mere lack of success of the complaint is not, on its own, sufficient to constitute reverse domain name hijacking. [WIPO Overview 3.0](#), section 4.16.

The Respondent requested a finding of Reverse Domain Name Hijacking on the basis that the Complainant had no reasonable chance of success on the merits. However, given that the Panel has found in the Complainant's favor in respect of the Complaint, it does not require to address itself to such request.

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 <astecindia.com> be transferred to the Complainant.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Sole Panelist

Date: December 1, 2025