

ADMINISTRATIVE PANEL DECISION

Copeman Speciality LLP Limited Liability Partnership (LLP), Eduard Maksimovich Dubrovin v. Jurij Petrusenko
Case No. D2026-0453

1. The Parties

The Complainants are Copeman Speciality LLP Limited Liability Partnership (LLP) (“First Complainant”), India, and Eduard Maksimovich Dubrovin (“Second Complainant”), Belarus, represented by Law office of H K ACHARYA & COMPANY, India.

The Respondent is Jurij Petrusenko, Lithuania, represented by AVOCAD Law Firm, Lithuania.

2. The Domain Name and Registrar

The disputed domain name <liquidrubberworld.com> is registered with Name SRS AB (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on February 4, 2026. On February 4, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 5, 2026, 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 (UAB Balt Partners) and contact information in the Complaint. The Center sent an email communication to the Complainants on February 5, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainants to submit an amendment to the Complaint.

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 February 18, 2026. In accordance with the Rules, paragraph 5, the due date for Response was March 10, 2026. The Respondent sent email communications to the Center on February 10, 2026. The Response was filed on March 10, 2026.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on March 19, 2026. 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 First Complainant, Copeman Speciality LLP, is a limited liability partnership incorporated in India on May 21, 2019, under LLP Identification Number: AAP-3717. It offers waterproofing, fireproofing, anticorrosion and related protection coating services.

The Complainants state that the First Complainant's predecessor is a company named Naltern Technologies Pvt. Ltd. ("Naltern"). Pursuant to a Trademark Assignment Agreement (undated but stamped on November 7, 2019, and notarized on November 9, 2019) Naltern assigned to the First Complainant Indian Registered Trademark Number 2607630 for the word mark LIQUID RUBBER, in Class 1 (broadly, rubber coatings and spray), filed on October 5, 2013. The First Complainant has been taken on record as proprietor of the said mark by the corresponding Trademark Office.

In a voluntary declaration dated November 11, 2025, by an individual named Deepak Jain, partner of the First Complainant and founder of Naltern, it is stated that Naltern created and commercially introduced the LIQUID RUBBER brand into India, issuing its first invoice therefor on May 22, 2013, and that the above registered trademark assigned to the First Complainant has been in continuous use since 2013.

On November 24, 2022, the First Complainant registered an artistic work with the Copyright Office, Government of India, under registration number A-148061/2023 entitled "LIQUID RUBBER" consisting of a black shield-like horizontally elongated hexagon containing the words "Liquid Rubber" in white, underlined in green where the letters "i" in the first word are represented as drops of liquid, and the underlining is broken by the tail of the letter "q" with claimed first publication date in India of 2016, noting that according to Bearing No. 010192 dated November 24, 2022, said artistic work is certified by the Registrar of Trademarks to be used in relation to goods and services. The author of the work is stated to be Deepak Jain.

The Complainants state that they have registered some 31 domain names containing the term "liquidrubber", the earliest of which appears to be <liquidrubberindia.com>, registered on June 28, 2018, followed by <liquidrubberglobal.com>, registered on March 9, 2020.

The Complainants produce Naltern's marketing materials which state, in addition to "Elephant Shield TM" and "LIQUID RUBBER TM", "Product from: CAN TECH CANADA". One guide also notes "All products have been manufactured on a high-tech equipment [sic] using the technology of Russtar Manufacturing Inc (Canada) company". The Complainants' "Elephant Shield" Facebook page shows 4,100 followers, and "elephantshieldwaterproofing" (referencing Liquid Rubber) shows 8,429 followers. The First Complainant's brochure claims, "International Group of Companies 'Liquid Rubber' is an exclusive manufacturer of bitumen-polymer waterproofing and anti-corrosion materials [...] on the territory of Western and Eastern Europe [sic]". The First Complainant is noted at the back of such brochure as "AUTHORISED PRINCIPLE [sic] INDIA AND SUBCONTINENT [the First Complainant]".

The First Complainant produces export invoices showing that it has exported "Elephant Shield Liquid Rubber" to the Maldives, Nepal, and Mauritius.

The First Complainant's sales turnover figures for "Elephant [sic] Shield & Liquid Rubber Sales", certified by a Chartered Accountant, are stated to be (the Panel presumes the denomination is INR) INR 1,258,689 for 2019-2020, INR 10,176,823 for 2020-2021, INR 29,040,148 for 2021-2022, INR 51,864,661 for 2022-2023, INR 68,023,944 for 2023-2024, INR 85,966,788 for 2024-2025, and INR 58,278,544 for 2025-2026. Its corresponding advertising expenditure (not apportioned specifically to Liquid Rubber) is INR 0 for 2019-2020, INR 198,656 for 2020-2021, INR 853,659 for 2021-2022, INR 1,620,822 for 2022-2023, INR 2,872,548 for

2023-2024, INR 5,137,572 for 2024-2025, and 5,540,958 for 2025-2026. The First Complainant produces sample invoices issued by Naltern dating from May 22, 2013, and subsequently issued by the First Complainant dating from July 26, 2019, in respect of “Elephant Shield Liquid Rubber”. Those invoices post-dating July 26, 2019 bear the said black shield device, except that below the green underlining is the capitalized word “WORLD”.

The Second Complainant, Eduard Maksimovich Dubrovin, is a private individual with an address in Belarus. It claims to be the owner of a group of affiliated entities named DEM Company, Liquid Rubber Global, and Liquid Rubber World. No specification as to the type of legal entity or location of registration has been provided in the case of any of these entities, although the Liquid Rubber Global group of companies is also stated to be based in Belarus. The Second Complainant claims to be the creator of a waterproofing product sold under the marks LIQUID RUBBER and LIQUID RUBBER WORLD, which is stated to be “a unique innovation”, and puts forward several product documents, namely a Certificate of Compliance dated July 31, 2018 (expiry date July 26, 2023) in respect of a voluntarily verified waterproofing product referencing the brand name “Liquid Rubber BELARUS”, a Declaration of Performance document in respect of the said product referencing a “Registered trademark: ‘Liquid Rubber BELARUS,’” dated July 23, 2018, and two Certificates of Conformity issued by the Belarussian authorities to DEM Company each dated May 29, 2018 (each valid until May 29, 2023).

No evidence of the registration of the alleged trademark LIQUID RUBBER BELARUS has been put forward. However, the Second Complainant does put forward a copy of the trademark certificate in respect of Belarussian Registered Trademark Number 66970 (the owner of which is the Second Complainant) for a device consisting of a black shield-like horizontally elongated hexagon containing the words “Liquid Rubber” in white, underlined in green where the letters “i” in the first word are represented as drops of liquid, and the underlining is broken by the tail of the letter “q”, underneath which is the capitalized word “WORLD” in green, in Class 19, registered on February 5, 2020. The copy of the mark is presented in the Complaint’s Annex H. The Respondent asserts that the image of the mark presented by the Complainants is falsified, in that the mark as registered does not contain the word “WORLD”. The Panel has checked the registration of the mark in the Belarussian National Center of Intellectual Property (“NCIP”) online Database, and notes that the Respondent is correct that the device does not contain the said word. Consequently, the Second Complainant’s mark has the following appearance:



The Second Complainant is the registrant of the domain name <liquidrubber.by>, registered on April 21, 2020.

The First Complainant and Second Complainant will be referred to together as “the Complainant” for convenience, unless the context otherwise indicates.

The Complainant claims that the Second Complainant is also the proprietor of Russian Registered Trademark Number 861496 for the same black shield-like device as above, registered on April 1, 2022, in Classes 1, 2, 17, 19, 35, and 37. The Respondent asserts that the image of the mark presented by the Complainant is falsified, in that it does not contain the word “WORLD”. The Panel has checked the registration of the mark in the corresponding Russian online database, and notes that the device does not contain the said word but rather the capitalized word “RUSSIA”. The proprietorship of the said mark appears to have been transferred by DEM Company, Saint Petersburg, Russian Federation, to Liquid Rubber Severo-Zapad, also of Saint Petersburg, Russian Federation. The Panel does not know how such company relates to the Complainant. Said mark has the following appearance:



The Complainant produces a “Certificate of Authorized Principal” signed by the Second Complainant as “CEO Liquid Rubber Global” which affirms that the First Complainant is “our Authorized Principal for Liquid Rubber Global Products” in various countries and territories including India and surrounding countries, including “Sales, Promotion, Technical Support and Intellectual Properties [sic] Rights [...]”. The Complainant also produces an “Authorization Letter” dated November 11, 2025 from the Second Complainant to the co-founder of the First Complainant in which the Second Complainant describes itself as “the lawful owner and global rights holder of the Liquid Rubber® brand”, and permits the First Complainant to act on its behalf within the territory of India for all matters related to the protection of the said brand, including filing complaints and legal notices. A further “Authorization & Declaration Letter” dated December 24, 2025, signed by the Second Complainant, repeats claims that the “Belarus Certificate” registered in the name of the Second Complainant, the “Russia Certificate” registered in the name of DEM Company [the Panel takes these to refer to the above registered trademarks], the said “Certificate of Authorized Principal”, and the said “Authorization Letter”, “collectively form the Liquid Rubber World – Group of Companies and belong to one person only, i.e., [the Second Complainant]”.

The disputed domain name was registered on March 7, 2021. The website associated with the disputed domain name is that of an entity named UAB “Balt Partner Group” of Lithuania, which advertises a “Liquid Rubber” product described as “an innovative technology of a seamless membrane system on the construction market”. The Respondent appears to be a private individual with an address in Lithuania. However, the entity named as the respondent in the Complaint is UAB Balt Partners, a Lithuanian entity. On March 10, 2026, the Respondent sent an email to the Center from the contact email address associated with the disputed domain name. The email contained an attached notice which stated that a law firm represented the interests of Balt Partner Group, UAB, legal entity code 302625690, with an address in Lithuania. Said law firm independently sent the same notice to the Center on the same date together with an extract of a contract for legal services between said firm and Balt Partner Group, UAB, which disclosed that the Respondent is the CEO and representative of the latter entity. Consequently, it is convenient for the Panel to treat the Respondent and Balt Partner Group, UAB, as one and the same for present purposes, and they will be referred to as “the Respondent” unless the context indicates otherwise.

Balt Partner Group, UAB, appears to be in the same line of business as the Complainant. The Complainant produces a letter dated October 20, 2025 issued by the Respondent as “Chief Executive Officer / Liquid Rubber World” with a seal pertaining to UAB Balt Partner Group / LR WORLD Liquid Rubber Group of Companies, whereby “LR World, a company incorporated and headquartered in Lithuania” has appointed Anista Infratech Pvt. Ltd” to exclusively represent it within India for all business development, client engagement, and sales-related activities pertaining to LR World’s product range for a period of three years.

The Respondent puts forward a Declaration of Performance for its waterproofing materials, similar to that issued by or for the Second Complainant above dated February 15, 2023, and fire test reports dated April 28, 2022, and April 29, 2022.

Balt Partner Group, UAB, is the owner of Lithuanian Registered Trademark Number 85719 for a mark notably similar to the Second Complainant’s devices outlined above, namely a black shield-like horizontally elongated hexagon containing the letters “LR” in white, underlined in green, underneath which is the capitalized word “WORLD” in green, registered on November 12, 2021, in Class 17 (broadly speaking, rubber, plastics and resins for manufacturing purposes). The mark has the following appearance:



The Respondent also puts forward the profit and loss statement for Balt Partner Group, UAB for the period January 1, 2024, to December 31, 2024, showing sales revenue of EUR 484,163 (and EUR 645,679 for the preceding year). The balance sheet for the said entity prepared in respect of the same reporting period shows total assets of EUR 337,944. However, the description given of the entity’s activities state that it is engaged in “Wholesale of electronics and telecommunications equipment and parts” rather than manufacture

or sale of “liquid rubber” products. Nevertheless, the Respondent produces invoices issued by Balt Partner Group, UAB which feature its above trademark, underneath the statement “Group of companies ‘LIQUID RUBBER’”, which appear to show substantial sales of “LRW S-200” to India and Poland.

The Parties are not unknown to each other, in that the Second Complainant and the Respondent were in active collaboration in 2022. The Respondent produces WhatsApp messages and a translation showing what appears to be the Second Complainant communicating with a person named “Katerina” [the Panel presumes this person to be a representative of the Respondent given that the recipient side of the WhatsApp messages are in the Respondent’s hands] on June 2, 2022, June 25, 2022, July 20, 2022, August 9, 2022, and August 15, 2022. For example, on August 9, 2022, the Second Complainant asks “Katerina” for “the final invoice for India” and is supplied with a photo of an invoice from “Ltd Balt Partner Group, Lithuania” using the disputed domain name, the Respondent’s trademark noted above, and the seal pertaining to UAB Balt Partner Group.

The Respondent produces an undated WhatsApp message and a translation showing what appears to be the Second Complainant communicating with a person named “Yura” [the Panel presumes this to be the Respondent] in which the Second Complainant states [in translation], “Yura! You registered the trademark, didn’t you? [...]” The recipient replies “Sure!” to which the Second Complainant asks to be sent “a scanned copy of this document”. The Second Complainant also states “[...] I’m gathering documentation from my partners about where the diamond logo came from, including Russia”.

The Respondent produces a further undated WhatsApp message showing what appears to be the Second Complainant coordinating marketing materials with the Respondent which specifically reference the disputed domain name both as a website URL and as an email address.

Consequently, it appears from the dated WhatsApp messages that the Second Complainant was aware of the Respondent’s activities and use of the disputed domain name no later than August 2022. Furthermore, the undated messages show the Second Complainant liaising with the Respondent regarding a trademark and discussing marketing materials bearing the disputed domain name.

5. Parties’ Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the Respondent is selling its product under the mark LR WORLD (and LR WORLD LIQUID RUBBER) and has “fraudulently” obtained the disputed domain name which infringes the Complainant’s rights, noting that the Respondent has copied the domain name and the entire website content and brochure of the Complainant (comparison images supplied between the websites at <liquidrubber.by> and the website at the disputed domain name). The Complainant asserts that the disputed domain name gives rise to a likelihood of association with the Complainant’s said domain name, noting that the latter was registered before the disputed domain name, on April 21, 2020. The Complainant compares the Parties’ trademarks, noting the similarities (and referencing a mark allegedly belonging to the Complainant featuring the word “WORLD”). The Complainant asserts that “the disputed domain name contains, i.e., ‘LIQUIDRUBBER’ of the Respondent is identical and confusingly similar to a name; trademark “LIQUID RUBBER” in which the Complainants has [sic] rights”.

The Complainant asserts that the Respondent is not affiliated with the Complainant in any way, that the Complainant has not authorized the Respondent to use and register its trademark or any domain name incorporating it, that the Complainant’s trademark registration predates the Respondent’s use, that the Respondent is not commonly known by the disputed domain name, that there is no evidence of any business name, personal name or public recognition corresponding to the disputed domain name, that the

Respondent owns no trademark rights in the disputed domain name, that it cannot assert that it was using or making demonstrable preparations to use the disputed domain name in connection with a bona fide offering of goods or services before any notice of the dispute, that it is misleadingly suggesting a connection with the Complainant on its website, that it is not making a legitimate noncommercial or fair use of the disputed domain name, and that it is attempting to attract Internet users by creating confusion with the Complainant's trademark and domain name due to cloning of the entire website.

The Complainant asserts that it enjoys prior rights in the LIQUID RUBBER trademark and the corresponding domain name, adding that the disputed domain name wholly incorporates the Complainant's mark with the addition of the descriptive term "world" which reinforces a misleading impression. The Complainant submits that the Respondent has deliberately replicated the content, layout, product descriptions, trade dress, and logo of the Complainant's website, with only minor or cosmetic variations, demonstrating actual knowledge of the Complainant's mark, domain name and business, and constituting evidence of opportunistic bad faith.

The Complainant points out that the website associated with the disputed domain name is accessible globally, including where the Complainant enjoys trademark rights, whereby the Respondent could not credibly claim a lack of awareness of such prior rights. The Complainant contends that the Respondent's conduct falls within paragraph 4(b)(iv) of the Policy, and disrupts the Complainant's business, constituting bad faith.

The Complainant submits that its mark is distinctive and that there is no plausible explanation for the Respondent's selection of it other than to target the Complainant's mark and benefit from its goodwill, adding that Internet users are likely to believe that the disputed domain name is operated, sponsored, or approved by the Complainant, and that given the composition of the disputed domain name, there is no conceivable good faith use that the Respondent could make of it, noting that any such use would misled consumers. The Complainant contends that due to the high reputation of its trademark, the public will associate the disputed domain name with the Complainant, adding that it is not the Respondent's intention to act in good faith.

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.

Notably, the Respondent asserts that the Complainant has failed to disclose material facts to the Panel, namely, that the Complainant had previously cooperated with the Respondent, that as early as 2021, the Complainant was fully aware that the Respondent had registered the trademark LR WORLD and was actively selling its own liquid rubber products through the disputed domain name, yet raised no objections at that time, that the Complainant submitted falsified trademark registration documents to the Panel to create the impression that its trademark rights correspond more closely to the disputed domain name than they do, and that these were produced with other contested materials and circumstances, in an effort to artificially construct a position favorable to itself. Notably, the Respondent points out that the Second Complainant specifically refers to the correct iteration of the Complainant's Russian trademark as LIQUID RUBBER RUSSIA in the Parties' WhatsApp correspondence.

The Respondent states that the Second Complainant became acquainted with the Respondent in 2021 and agreed to begin a commercial co-operation whereby the Second Complainant requested that the Respondent manufacture liquid rubber products in Lithuania and sell them to customers that had been found by the Second Complainant, adding that for a period of time, the Second Complainant acted as an intermediary, introducing customers to the Respondent, and the Respondent assisted the Second Complainant in locating certain necessary materials, as confirmed by the Parties' correspondence on WhatsApp. The Respondent adds that the Second Complainant was fully aware of the Respondent's LR WORLD trademark, and that the Second Complainant requested in the correspondence that the Respondent provide a copy of such trademark to the Second Complainant. The Respondent contends that the materials referenced in the Complaint originate from this period of co-operation and co-ordination of marketing materials, adding that those referenced are outdated and most likely originate from the period 2021-2022.

The Respondent notes that despite being aware in 2021 of the Respondent's activities, the Complainant waited approximately 5 years before raising any objections, adding that the Complaint is an attempt to gain control of a domain name that the Respondent has legitimately used for its business for that period.

The Respondent points out that no documentation has been produced in support of the contention that the Second Complainant controls a "Liquid Rubber World Group", adding that it has been unable to locate any information confirming the existence of a correspondingly named company in either Russia or Belarus, and that the purported authorization and declaration letters produced by the Complainant have no legal force. The Respondent contends that the Complainant does not possess superior rights relating to liquid rubber products, adding that these were not invented by the Complainant and originate from Canadian technology subsequently adopted by manufacturers worldwide, and noting that certificates supplied by the Complainant appear to have expired in 2023. The Respondent points out that the QR code contained on one of the product labels produced by the Complainant in its Annex F in fact points to the (Respondent's) disputed domain name [the Panel notes in passing that it has verified that the shortcode produced by the QR code redirects to the disputed domain name]. The Respondent notes the use of a logo for "Liquid Rubber WORLD" in the Complainant's promotional brochures despite the fact that the Complainant does not have a corresponding trademark.

The Respondent contends that there is no evidence that a company named "Liquid Rubber World" exists in either Russia or Belarus and submits that it operates under its own trademark LR WORLD, in which LR refers both to "Liquid Rubber" and is an initialism for the Republic of Lithuania (in the Lithuanian language), while WORLD reflects its international branding strategy. The Respondent asserts that the structure of the disputed domain name mirrors its own trademark and global business identity and is therefore derived from an independent naming system rather than any intention to imitate the Complainant's marks.

The Respondent further states that the term "liquid rubber" is descriptive and widely used in the marketplace by numerous unrelated businesses, as demonstrated by a large number of independent websites and domain names incorporating the said term. The Respondent submits that various entities worldwide also hold registered trademarks containing the said term, whereby the expression is neither unique nor exclusively associated with the Complainant. The Respondent adds that the mere inclusion of the words "liquid rubber" in the disputed domain name cannot reasonably create an assumption of association with the Complainant.

The Respondent contends that the Complainant has failed to show that its LIQUID RUBBER trademark has acquired fame or widespread public recognition and adds that the evidence provided of trade fair photographs, brochures, and social media posts relate largely to a separate "Elephant Shield" brand, whereby such evidence does not establish recognition of the said LIQUID RUBBER mark. The Respondent submits that the Complainant's sales data and invoices are inconclusive because they aggregate sales of different product lines, making it impossible to determine what portion, if any, is attributable to the "Liquid Rubber" brand.

The Respondent asserts that the term "liquid rubber," together with the distinguishing element "world," and the direct connection between the Respondent's LR WORLD trademark and the disputed domain name, demonstrates that this is neither identical nor confusingly similar to the Complainant's marks. The Respondent states that the bulk registration of domain names containing the term "liquid rubber" by the Complainant does not confer exclusivity over a descriptive expression and cannot serve as a basis for a finding of confusing similarity.

The Respondent contends that it has rights and legitimate interests in the disputed domain name, noting that this was registered to promote and sell the Respondent's own liquid rubber products manufactured in Lithuania, its independent business activities, and its international marketing strategy, rather than to target the Complainant or mislead consumers. The Complainant states that it manufactures its own products and provides evidence of its production activities, and participation at trade fairs and exhibitions, asserting that the disputed domain name has been used in connection with its own goods.

The Respondent submits that its trademark LR WORLD was selected to reflect both “liquid rubber” and the Republic of Lithuania, with the word “World” representing its international commercial ambitions, and that the disputed domain name corresponds directly with such brand and was registered as part of a bona fide plan to develop and promote its business internationally. The Respondent adds that the registration of the disputed domain name was followed by its application for the LR WORLD trademark in July 2021, asserting that this demonstrates a natural progression in the development of its commercial identity.

The Respondent contends that the Complainant’s assertion that it has exclusive rights in “liquid rubber” technology is unfounded, emphasizing that corresponding products have long been produced globally by multiple manufacturers and that the term is descriptive rather than proprietary. The Complainant states that it has continuously used the website associated with the disputed domain name to market and sell its own products for nearly five years, providing invoices and financial statements, and submitting that this constitutes evidence of genuine commercial use. The Respondent asserts that the website associated with the disputed domain name identifies it as the operator, displaying its own logo, company details, and contact information, which the Respondent submits demonstrates transparency and the absence of any attempt to impersonate the Complainants.

The Respondent contends that it is independently recognizable in the market under its LR WORLD mark, noting its participation in trade exhibitions, issuing of branded invoices, and investment in marketing activities, including promotional videos and collaborations with a Lithuanian professional athlete. The Respondent submits that such efforts demonstrate sustained and substantial investment in building recognition for its own brand as part of its own commercial operations.

The Respondent asserts that it registered and has continuously used the disputed domain name since 2021 in good faith, in connection with the legitimate commercial sale of its own liquid rubber products, asserting that this reflects the Respondent’s registered and actively used trademark, which aligns with the Respondent’s international sales concept. The Respondent’s position is that the website associated with the disputed domain name is operated in good faith and for lawful purposes, noting that it displays the Respondent’s trademark, company details, and contact information, and is used solely to market and sell the Respondent’s own products. The Respondent adds that the term “liquid rubber” is descriptive and widely used in the industry, with numerous companies and trademarks incorporating these words to refer to their own products, whereby there is no basis to assume that Internet users would think the website associated with the disputed domain name belongs specifically to the Complainant. The Respondent concludes that the disputed domain name and associated website content reflect the Respondent’s independent branding and business activities, and there is no evidence of copying or cloning the Complainant’s website, products, or marketing materials, adding that the Parties’ websites are substantially different. The Respondent concludes that the evidence which it has placed before the Panel demonstrate that the Respondent uses the disputed domain name in good faith, consistent with bona fide commercial purposes, and not in a manner that misleads consumers or takes unfair advantage of the Complainant’s reputation.

The Respondent submits that a finding of Reverse Domain Name Hijacking should be made because the Complainant submitted incomplete and misleading information, failed to disclose material facts concerning prior cooperation and knowledge of the Respondent’s activities, and knew that the Respondent has legitimate interests and rights in the disputed domain name but still filed the Complaint.

6. Discussion and Findings

6.1. Preliminary issue: Consolidation of Multiple Complainants

The present Complaint is brought by two affiliated entities, claiming a common legal interest in the trademark LIQUID RUBBER and a common grievance against the Respondent.

In assessing whether a complaint filed by multiple unrelated complainants may be brought against a single respondent, panels look at whether (i) the complainants have a specific common grievance against the

respondent, or the respondent has engaged in common conduct that has affected the complainants in a similar fashion, and (ii) it would be equitable and procedurally efficient to permit the consolidation. WIPO Overview of WIPO Panel Views on Select UDRP Questions ([“WIPO Overview 3.1”](#)), section 4.11.1.

The Panel’s determination is that consolidation is both equitable and procedurally efficient in this case, noting also that the First Complainant and the Second Complainant have articulated a specific common grievance against the Respondent by virtue of being affiliated entities whose rights are equally affected by the disputed domain name, so the multiple Complainants in this proceeding are not unrelated. In all of these circumstances, the Panel orders consolidation of the Complainants’ respective Complaints.

6.2. Discussion and Findings

Depending on the facts and circumstances of a particular case, and irrespective of whether the parties may also be engaged in court litigation, in some instances (e.g., complex business or contractual disputes) panels have tended to deny the case not on the UDRP merits but on the narrow grounds that the dispute between the parties exceeds the relatively limited “cybersquatting” scope of the UDRP, and would be more appropriately addressed by a court of competent jurisdiction. [WIPO Overview 3.1](#), section 4.14.6. That is the appropriate disposal for the present case, in this Panel’s view.

The factual background section above and the Parties’ contentions in this case amply illustrate the fact that the Parties are effectively attempting to litigate a complex multi-jurisdictional business and trademark dispute via the Policy, which is not suited to determining such a case. The dispute arises in part from the fact that the Second Complainant and the Respondent have had prior business dealings and, at one time, possessed shared goals, which may have resulted in a similarity in trading styles arising from the period of their commercial relationship. How that relates to the relationship between the First Complainant and the Second Complainant is not clear to the Panel. In any event, the disputed domain name itself appears to be largely incidental to the wider dispute. Indeed, given the prior communications between the Second Complainant and the Respondent or its representative (presented to the Panel by the Respondent), it does not appear that any of the Parties other than, possibly, the First Complainant, were unaware of the existence and manner of use of the disputed domain name for multiple years before the present Complaint was filed. Even one of the Complainant’s own product labels points to the disputed domain name via a QR code. Bearing all of the above in mind, this case does not describe an instance of possible “cybersquatting” that would place it in scope of the Policy.

The dispute appears to have arisen now because the Respondent is seeking to enter the Indian marketplace via agents who are independent of the First Complainant. Whether this may or may not constitute infringement of the First Complainant’s Indian registered trademark is not for the Panel to say, bearing in mind the Respondent’s contention that the term “liquid rubber” is descriptive and in widespread use by third parties. That is a matter for an alternative (court or trademark) forum. In all of these circumstances, the most suitable forum for the Parties may be a court of competent jurisdiction, given that they would have the benefit of in-person hearings, oral testimony and cross-examination there, together with discovery procedures and interim remedies. Alternatively, given the unfolding of the issues in the factual background above, the Parties may prefer to get together to resolve their differences via direct dialog.

Before leaving this matter, the Panel wishes to record its concern at the presentation of evidence in the form of trademark certificates by the Complainant which are different from the marks shown on the appropriate register, suggesting that the former may have been altered with a view to improving the Complainant’s case. The Complainant is represented by legal counsel, who have a duty and professional responsibility regarding the accuracy of materials put forward on their clients’ behalf, not least, those which are claimed to arise from public registers. The Panel presumes that such counsel did not check the trademarks concerned on the appropriate registers, as if they had done so, they would have discovered the discrepancies identified by both the Respondent and the Panel, and, the Panel trusts, would not have presented these in the form which they did. The Complainant’s counsel may therefore wish to reflect on their professional responsibilities in this context.

Had the Panel considered that the case had been in scope of the Policy, the presentation of such evidence would have formed a significant factor in the Panel's consideration of the question of Reverse Domain Name Hijacking. [WIPO Overview 3.1](#), section 4.16, paragraph (iv). As matters stand, however, the Panel entertains no notion of what may be done with this Decision after the Panel is functus officio, and does not address this Decision to the attention of any other forum (court or otherwise) which may ultimately be seized of the matter.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Sole Panelist

Date: April 2, 2026