

ADMINISTRATIVE PANEL DECISION

Enova International Inc. v. ABDUL GHAFAR
Case No. D2026-1444

1. The Parties

The Complainant is Enova International Inc., United States of America (“United States”), represented by Squire Patton Boggs (US) LLP, United States.

The Respondent is ABDUL GHAFAR, Pakistan.

2. The Domain Name and Registrar

The disputed domain name <enovadevs.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 April 3, 2026. On April 7, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 7, 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 (Registration Private, Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on April 9, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint on the same day. The Respondent sent an email communication to the Center on April 9, 2026.


The Center verified that the Complaint together with the amendment to the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on April 15, 2026. In accordance with the Rules, paragraph 5, the due date for Response was May 5, 2026. The Response was filed with the Center on April 16, 2026.

The Center appointed Andrew F. Christie as the sole panelist in this matter on April 28, 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 Complainant is a Chicago-based financial services company offering personal loans, lines of credit, and small business loans under the ENOVA brand and other brands that the Complainant owns.

The Complainant is the owner of United States Trademark No. 4452632 (registered on December 17, 2013) for the word trademark ENOVA (the “ENOVA word mark”), and United States Trademark No. 4452633 (registered on December 17, 2013) for a composite design trademark (the “ENOVA composite design mark”) consisting of the word “enova” in lower case letters in blue preceded by a stylized letter “e” in blue, as shown here: . Both trademarks are registered in International Class 36 for: Financial services, namely, installment loans, temporary loans, and payday loans; Financing services, namely, installment loans for the purchase of home office furniture, office furniture, appliances, business equipment, electronics, house wares, furnishings, and jewelry, for businesses and consumers.

The Complainant is also the owner of United States Trademark No. 5341010 (registered on November 21, 2017) for a design only trademark (the “E design mark”) consisting solely of the same stylized letter “e” that is part of the ENOVA composite design mark. This trademark is registered in International Class 36 for: Arranging of loans; Cash advance services for businesses and merchants; Consumer lending services; Credit and loan services; Electronic loan origination services; Electronic loan preparation services; Financial services, namely, money lending; Financial information provided by electronic means in the field of consumer financial services; Financing and loan services; Installment loans; Loan financing; Payday loans; Providing personal loans and lines of credit; Revolving loans; Temporary loans.

Since at least November 1995, the Complainant has been the registrant of the domain name <enova.com>. The Complainant maintains a website at “www.enova.com”, at which it carries out its business, promotes its services, and builds goodwill.

The Respondent registered the disputed domain name on April 3, 2025. The Complainant provided screenshots, taken on April 2, 2026, of the website to which the disputed domain name resolved. In the top left hand side of each page of the website is a logo (the “enova devs logo”) consisting of a black circle containing the letters “ID” in white and sited on an angle, followed in black text by “enova”, and by “devs”. underneath the “a” of “enova” and in a much smaller font size, as shown here: . The top part of the homepage of the website contains the text “Creating Value For Your Business”, “Where arts meets (sic) algorithm!”, “Powerful digital solutions and experiences for your business”. The “About Enova Devs” page states: “We specializes in technological and IT-related services such as web development, mobile development, enterprise application, digital marketing, SEO and graphics etc.” The “Contact us” page provides a physical address, an email address, a telephone number, and the ability to make an enquiry by way of an online form.

On February 20, 2026, the Complainant’s representative sent a cease and desist letter to the email address listed on the Respondent’s website. No reply was received.

As at the date of this Decision, the disputed domain name resolves to a website that appears to be the same of the website shown in the Complainant’s screenshots.

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.

The Complainant contends that the disputed domain name is confusingly similar to a trademark in which it has rights on the following grounds, among others. The disputed domain name completely encompasses the Complainant's ENOVA word mark, with the only difference being the insertion of the letters "devs" after the Complainant's mark. The distinctive and prominent portion of the disputed domain name, "enova", is identical to the Complainant's mark. The Complainant's mark is the portion that is first encountered by anyone viewing the disputed domain name. The visual similarity between the disputed domain name and the Complainant's mark means that consumers may easily mistake the disputed domain name as a site that is sponsored by or related to the Complainant. As for the "devs" portion of the disputed domain name, it could be easily dismissed by the public as a descriptive or meaningless suffix. Relative to "enova", which is the distinctive portion of disputed domain name, "devs" is a forgettable element of little or no value in identifying the disputed domain name as one that is unrelated to the Complainant. The services offered by the Respondent using the disputed domain name are related to financial technology ("FinTech") software, which is adjacent, if not similar, to services offered by the Complainant. The Respondent uses the disputed domain name to represent itself as the Complainant conducting FinTech services that are highly related to the Complainant's business and are marketed through similar trade channels.

The Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain name on the following grounds. The Complainant has not given the Respondent permission to use the Complainant's ENOVA word mark. The Complainant is unaware of any basis that the Respondent may have to claim rights in ENOVA and/or to use ENOVA. The Complainant's use of the ENOVA word mark predates the Respondent's registration of the disputed domain name. When the Respondent registered the disputed domain name on April 3, 2025, the ENOVA trademarks had already been in use by the Complainant for about 13 years. The Complainant had also filed for its three United States trademark registrations well before the Respondent registered the disputed domain name. The Complainant has no knowledge of the Respondent and has not granted permission to the Respondent to use ENOVA, whether in a domain name for a website or email address, in website content, or at all. The Respondent's use of ENOVA in the disputed domain name clearly infringes the Complainant's rights in ENOVA, and is, accordingly, illegitimate.

The Complainant contends that the Respondent has registered and is using the disputed domain name in bad faith on the following grounds, among others. The registration and the use of the disputed domain name in relation to FinTech services will clearly mislead consumers and cause confusion as to the identity of the Respondent. The Respondent capitalizes on this confusion so that it can take advantage of the goodwill associated with the Complainant's ENOVA trademarks, particularly since the Respondent purports to offer services internationally, including to United States companies. The Respondent provides an email address on its website that uses the disputed domain name. The use of a domain name that presents a likelihood of confusion with a trademark in emails that do not originate with the trademark owner presents a risk to the reputation of a trademark and its owner. When customers encountering the Respondent's website select the "Request A Quote" webpage that states "Contact Us" at the top, they are prompted to insert their personal information, including their name, email, and phone number. The Respondent is using the ENOVA trademark, and the Complainant's name and reputation as a licensed loan provider, to increase customer interest in the Respondent, and induce unsuspecting parties into engaging and sharing personal identifiable information with the Respondent. Not only is the Respondent infringing on the Complainant's goodwill and intellectual property rights, but the Respondent can potentially harm such third parties by obtaining and exploiting customers' personal information obtained under false pretenses.

B. Respondent

The Respondent contends that it operates a legitimate software development business under the name “Enova Devs”, offering web development, application development, and general software engineering services. It has an established professional presence on Upwork, demonstrating a history of genuine software development work independent of the Complainant. The Complainant attempts to extend its trademark rights beyond financial services into unrelated software development services. The Policy does not grant monopoly over a term across all industries. The alleged similarity in design elements reflects common web design practices and does not establish intentional copying or bad faith. The Respondent has acted in good faith and is willing to include disclaimers to avoid confusion if necessary.

The Respondent contends that the Complainant has not satisfied any of the elements required under the Policy for a transfer of the disputed domain name.

The Respondent contends that the disputed domain name is not confusingly similar to a trademark in which the Complainant has rights on the following grounds. The disputed domain name must be considered as a whole. The term “devs” clearly indicates software development services, distinguishing it from financial services. The disputed domain name does not suggest lending or financial products. Accordingly, there is no reasonable likelihood of confusion.

The Respondent contends that he has rights or legitimate interests in the disputed domain name on the following grounds. The Respondent is commonly known as “Enova Devs” and uses the disputed domain name for bona fide services. The Respondent operates a real business, supported by: (i) active website at “[www.]enovadevs.com”; (ii) social media presence “[www.]pk.linkedin.com/company/enova-devs”; and Upwork profile and project history at “www.upwork.com/agencies/enovadevs/”. This establishes clear legitimate interest under the Policy.

The Respondent contends that he did not register or use the disputed domain name in bad faith on the following grounds. The Respondent registered the disputed domain name on April 3, 2025, independently and without knowledge of the Complainant. The name “Enova Devs” was selected as a branding concept combining a coined term with a descriptive reference to development services. At no point did the Respondent intend to target the Complainant, its trademark, or its business. The Respondent has consistently used the disputed domain name for legitimate software development services and not for financial services, lending, or any activity associated with the Complainant. The Respondent has not attempted to sell the disputed domain name, impersonate the Complainant, or mislead users. Accordingly, there is no evidence of bad faith registration or use. The disputed domain name is used solely for legitimate business purposes.

6. Discussion and Findings

A. Identical or Confusingly Similar

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. WIPO Overview of WIPO Panel Views on Select UDRP Questions (“[WIPO Overview 3.1](#)”), section 1.2.1. The Complainant is the owner of a registration for the word trademark ENOVA.

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant’s trademark and the disputed domain name. [WIPO Overview 3.1](#), section 1.7.

The entirety of the Complainant's ENOVA word mark is reproduced within the disputed domain name, with the addition only of the string "devs" and the generic Top-Level Domain ".com". The Complainant's word mark is recognizable within the disputed domain name. Although the addition of other terms may bear on assessment of the second and third elements, the Panel finds the addition of the term "devs" does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.8.

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

B. Rights or Legitimate Interests

Given the finding on the third element of the Policy (discussed immediately below), it is not necessary for the resolution of this Complaint for the Panel to reach a conclusion on the question of whether the Respondent has demonstrated rights or legitimate interests in the disputed domain name. Accordingly, the Panel makes no finding on that issue.

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.

None of the paragraph 4(b) circumstances appear to be present in this case. The evidence in the case file as presented does not indicate that the Respondent registered the disputed domain name primarily for the purpose of selling, renting, or otherwise transferring it to the Complainant, or in order to prevent the Complainant from reflecting its trademark in a corresponding domain name, or for the purpose of disrupting the business of the Complainant.

Also, the evidence in the case file as presented does not persuade the Panel that the Respondent has used the disputed domain name in an intentional attempt to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's trademark. While some pages on the website to which the disputed domain name resolves contain references to "enova", those references are always succeeded by "devs". In addition, those references appear in the context that at the top of every page of the website is the enova devs logo, which is quite different in appearance from the Complainant's ENOVA composite design mark. Moreover, the content of the Respondent's website does not make any reference to any of the services – being lending services – for which the Complainant's ENOVA word mark, ENOVA composite design mark, or E design mark are registered. Furthermore, the bottom of every webpage contains the Respondent's contact details, including its physical address in Gujranwala, Pakistan. For these reasons, the overall impression of the website is that the Respondent is a different entity from, and is not connected with, the Complainant. The Panel does not consider that the typical Internet user would be confused into thinking that there is an association between the Respondent and the Complaint. This is reinforced by the fact that an Internet search for the term "enova" yields multiple results of entities not related to the Complainant.

Finally, there are no other circumstances apparent to the Panel that provide evidence of bad faith registration and use of the disputed domain name. The Complainant says that one of the services offered under the disputed domain name, FinTech software, "is adjacent, if not similar, to services offered by the Complainant", and that the Respondent uses the disputed domain name to represent itself as the Complainant conducting FinTech services "that are highly related to the Complainant's business and are marketed through similar trade channels". The Panel does not find this contention persuasive. The Respondent's website does not appear to refer to FinTech software. While it is true that a couple of the Respondent's Instagram posts refer to FinTech software, these references form part of numerous references to other software services. The Respondent does not seem to have a particular focus on FinTech over any of the other numerous software services on offer. In any event, the only similarity between FinTech software services and the Complainant's lending services seems to be that they both relate to "finance" – a very broad concept.

The Complainant's claim that FinTech software services are highly related to the Complainant's business of lending services, and are marketed through similar trade channels, lacks support.

When all the relevant circumstances of the Respondent's use of the disputed domain name are considered, it does not appear that the Respondent registered the disputed domain name to profit from or exploit the Complainant's trademark, and it does not appear that the Respondent has used the disputed domain name to profit from or exploit the Complainant's trademark. Accordingly, the Panel is not persuaded that the Complainant has met its burden of establishing, on the balance of probabilities, that the Respondent has registered and is using the disputed domain name in bad faith.

The Panel finds the third element of the Policy has not been established.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Andrew F. Christie/

Andrew F. Christie

Sole Panelist

Date: May 18, 2026