

ADMINISTRATIVE PANEL DECISION

Mercedes-Benz Group AG v. Marcel Moesler, Maybach Haus AG
Case No. D2026-2382

1. The Parties

The Complainant is Mercedes-Benz Group AG, Germany, represented by Heumann Intellectual Property Law, Germany.

The Respondent is Marcel Moesler, Maybach Haus AG, Switzerland.

2. The Domain Names and Registrar

The disputed domain names <maybachhaus.com>, and <maybachhouse.com> are registered with Key-Systems GmbH (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on June 2, 2026. On June 2, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On June 3, 2026, the Registrar transmitted by email to the Center its verification response, disclosing registrant and contact information for the disputed domain names which differed from the named Respondent (Robu AG) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 6, 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 June 8, 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 June 9, 2026. In accordance with the Rules, paragraph 5, the due date for Response was June 29, 2026. The Respondent did not submit any response. An individual claiming to have received the Center’s written communication sent email communications to the Center on June 22, and July 2, 2026.

The Center appointed Deanna Wong Wai Man as the sole panelist in this matter on July 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.

On August 17, 2026, the Panel issued Procedural Order No. 1 pursuant to paragraphs 10 and 12 of the Rules, inviting the Parties to provide further explanation and evidence concerning the historical authorization relating to the domain name <maybachhaus.com> which was mentioned briefly without sufficient details in the Complaint. In particular, the Panel requested the Complainant to identify the entity that received the authorization; provide the relevant portions of the agreement or authorization showing its scope, duration, assignability, and any evidence of termination; and provide historical Whois records or other registrar evidence showing the registrant history of <maybachhaus.com> and <maybachhouse.com> from their registration in 2012 onwards. The Complainant was also asked to clarify the relationship, if any, between Maybach Haus AG, Maybach Icons AG, Robu AG, and the historically authorized entity. The Respondent and Robu AG were invited to clarify the relationships among Robu AG, an individual who sent the email to the Center, Marcel Moesler, and Maybach Haus AG, and to state whether they consented to the requested transfer of the disputed domain names. The Parties were both further given an opportunity to submit any comments or evidence in reply by August 27, 2026.

The Complainant responded on August 18, 2026. It identified Maybach Haus AG as the entity to which Daimler AG, the Complainant's predecessor in interest, had granted the historical authorization, and submitted the July 2, 2015 Trademark License Agreement. The Complainant explained that the Agreement expressly authorized Maybach Haus AG to use disputed domain name <maybachhaus.com>, but restricted the relevant rights to that entity and prohibited their assignment or transfer to third parties. It further stated that the Agreement expired on December 31, 2024 and required Maybach Haus AG to transfer the domain name to Daimler upon termination. The Complainant also stated that it was not in possession of historical Whois or registrar records identifying the registrants of the disputed domain names from their registration in 2012 onwards and therefore did not provide such records in response to the Procedural Order No. 1.

The Respondent responded on August 22, 2026. It stated that it had been represented by Mr. M. P. and Mr. B. and that Robu AG had held both disputed domain names since their original registration in 2012. It explained that Maybach Haus AG no longer existed, having been renamed, and that the former Maybach Haus AG was a wholly owned subsidiary of Robu AG and was in the process of being merged into Robu AG. It further stated that Marcel Moesler had formerly been an employee of Maybach Haus AG, but had no current connection with the relevant companies. The Respondent also asserted that Mr. B. and the former CEO of Mercedes-AMG GmbH had verbally agreed in December 2024 to extend the contractual arrangement with Maybach Haus AG, although it provided no documentary evidence of that alleged agreement. Finally, the Respondent did not consent to transfer of the disputed domain names, but offered instead to delete both domain names, stating that it did not agree to a transfer because of the risk of misleading use.

The Complainant submitted further comments on August 27, 2026, maintaining its request for transfer of the disputed domain names and disputing the Respondent's assertions concerning authorization and the relevant corporate relationships.

4. Factual Background

The Complainant, Mercedes-Benz Group AG, is a well-known German automobile manufacturer and part of one of the world's largest automotive groups. The Complainant states that it has been using the MAYBACH trademark for high-end luxury vehicles and related goods and services for many decades and enjoys substantial recognition and goodwill worldwide.

The Complainant owns an extensive international portfolio of trademark registrations for the MAYBACH marks, including but not limited to United Kingdom Trademark Registration No.UK00001131338, registered

on November 7, 1979, and International Trademark Registration No.450000, registered on January 24, 1980, designating jurisdictions including Italy, Portugal and Spain.

The disputed domain names, <maybachhaus.com> and <maybachhouse.com>, were both registered on July 15, 2012. On the date of this Decision, the disputed domain names both direct to inactive websites. The Panel has independently verified that prior to filing of the Complaint the disputed domain name <maybachhaus.com> resolved to a website of Maybach Haus AG which seemed to advertise a showroom for vehicles,¹ while the domain name <maybachhouse.com> redirected to <maybachhaus.com>.²

Following Registrar verification, the registrant was identified as Marcel Moesler, Maybach Haus AG, of Switzerland. The Respondent stated that Robu AG had held the disputed domain names since 2012, that Maybach Haus AG had subsequently ceased operating as a separate company and was being merged into Robu AG, and that Marcel Moesler was a former employee of Maybach Haus AG.

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 names.

Notably, the Complainant contends that the disputed domain names are confusingly similar to its MAYBACH trademark, which is reproduced in its entirety in each domain name, with the addition only of the terms "haus" and "house", respectively.

As to the second element, the Complainant contends that the disputed domain names suggest that they are originating from the Complainant or there is at least cooperation between the Complainant and the domain owner. It states that there was, in the past, an agreement with a third party regarding the use of the MAYBACH trademark in connection with the domain name <maybachhaus.com>. Any such authorization was strictly limited in scope, duration, and beneficiary, applied exclusively to that specific third party (Maybach Haus AG).

The Complainant further relies on the absence of any current legitimate offering of goods or services through the disputed domain names, and submits that the Respondent is not commonly known by either disputed domain name. In relation to the Respondent's assertion that the disputed domain names were held for an authorized third party, the Complainant contends that no such third party has been identified and no current authorization has been substantiated. In respect of <maybachhaus.com>, the Complainant acknowledges a historical agreement with Maybach Haus AG but submits that the authorization was limited to that entity, prohibited assignment or third-party use, expired on December 31, 2024, and required the domain name to be transferred to Daimler upon termination.

As to the third element, the Complainant contends that the disputed domain names were registered and are being used in bad faith, having regard to the distinctiveness and reputation of the MAYBACH mark, the Respondent's incorporation of the mark in its entirety, and the absence of any plausible explanation or substantiated authorization for the registrations. The Complainant further relies on the Respondent's continued retention of the disputed domain names after receiving notice of its rights and on the absence of active content on the domain names as supporting bad faith. The Complainant maintains that the historical authorization concerning <maybachhaus.com> does not assist the Respondent because it was limited to

¹ www.web.archive.org/web/20250121023056/https://www.maybachhaus.com/ (A panel may undertake limited factual research into matters of public record if it would consider such information useful to assessing the case merits and reaching a decision, in particular to affirm or corroborate a party's contention. WIPO Overview of WIPO Panel Views on Select UDRP Questions, Third Edition ("[WIPO Overview 3.1](#)") section 4.8).

² www.web.archive.org/web/20250712081352/http://maybachhouse.com/

Maybach Haus AG, was non-transferable, and had expired. It also maintains that the historical agreement did not cover <maybachhouse.com>.

In its response of August 18, 2026 to Procedural Order No. 1, the Complainant identified Maybach Haus AG as the entity that had received the historical authorization and submitted the July 2, 2015 Trademark License Agreement, submitting that the Agreement expressly authorized Maybach Haus AG to use <maybachhaus.com>, restricted the relevant rights to that entity, prohibited their assignment or transfer to third parties, expired on December 31, 2024, and required the domain name to be transferred to Daimler upon termination. The Complainant stated that it was not in possession of historical WhoIs or registrar records identifying the registrants of the disputed domain names from their registration in 2012 onwards.

In its further submission of August 27, 2026, the Complainant disputed the Respondent's assertion that its trademark monitoring would necessarily have brought the registrations to its attention, denied that any agreement had been reached in December 2024 to extend the contractual arrangement, and maintained that absence of contractual obligations between Daimler and Robu AG did not confer authorization on Robu AG to use the MAYBACH trademarks. The Complainant accordingly maintained its request for transfer of both disputed domain names.

B. Respondent

The Respondent essentially contends that the Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain names. The Respondent states that Robu AG has held both disputed domain names since their registration in 2012 and that the former Maybach Haus AG was its wholly owned subsidiary and is in the process of being merged into Robu AG.

The Respondent maintains that the Complainant had longstanding and positive business relations with Robu AG and, given its extensive trademark supervision, should have been aware of the registrations, which the Respondent says were tolerated and endorsed as appears from the agreement between Daimler AG and Maybach Haus AG, which expressly permitted Maybach Haus AG to use <maybachhaus.com>, and the Respondent states that Mr. B. and the former CEO of Mercedes-AMG GmbH verbally agreed in December 2024 to extend the contractual arrangement with Maybach Haus, although the Panel notes that no documentary evidence of this alleged agreement has been provided.

The Respondent submits that, if the historical agreement did not apply to Robu AG, its provisions, including the obligation to transfer the disputed domain name, could likewise not be invoked against Robu AG. Finally, the Respondent does not consent to transfer of the disputed domain names, but offers instead to delete them, stating that transfer could result in misleading use.

6. Discussion and Findings

A. Identical or Confusingly Similar

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

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.2.1.

The entirety of the mark is reproduced within the disputed domain names. Accordingly, the disputed domain names are confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

Although the addition of the terms “haus” and “house”, respectively, may bear on the assessment of the second and third elements, the Panel finds that the addition of such terms does not prevent a finding of confusing similarity between the disputed domain names and the MAYBACH 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

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 that 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 3.1](#), section 2.1.

Having reviewed the evidence, the Panel finds that the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain names. The Respondent contends that it has rights arising from its longstanding relationship with the Complainant and the historical authorization granted to Maybach Haus AG, and refers also to an alleged oral extension of that arrangement.

The Panel notes that, under section 2.11 of the [WIPO Overview 3.1](#), although historical use of a domain name may be relevant to assessing the parties’ claims, panels tend to assess claimed respondent rights or legitimate interests at the time of the filing of the complaint, while also considering any evidence of past use, including its veracity and surrounding context. The Respondent relies on the historical agreement with Maybach Haus AG and an alleged oral extension of that agreement. However, the Panel finds that the interpretation, validity, alleged and not supported oral extension and legal effect of those purely contractual matters per se would go beyond the scope of the Policy. The Panel therefore confines its assessment to whether the current evidence before it establishes any rights or legitimate interests under the Policy.

The Panel notes that the July 2, 2015 agreement authorized Maybach Haus AG to use <maybachhaus.com>, but according to that same agreement, the agreement expired on December 31, 2024. Therefore, based on the evidence before the Panel, the Respondent has not established any current authorization from the Complainant to use the MAYBACH trademark or to retain either disputed domain name. The Panel further notes that the registrant organization, Maybach Haus AG, according to the Respondent’s own statement and the Panel’s independent findings, no longer exists and is in the process of being merged into Robu AG.

Prior to the filing of the Complaint, <maybachhaus.com> resolved to a website of Maybach Haus AG which seemed to advertise a showroom for vehicles, while <maybachhouse.com> redirected to <maybachhaus.com>. At the time of this Decision, the disputed domain names resolve to inactive pages.

The Panel notes that the composition of the disputed domain names is likely to mislead Internet users into believing that the disputed domain names are operated or endorsed by the Complainant.

As regards the domain name <maybachhaus.com>, the Panel notes that the July 2, 2015 Agreement authorized Maybach Haus AG to use the domain name <maybachhaus.com>, but according to that same agreement, the agreement expired on December 31, 2024. Pursuant to Section 13.3, Maybach Haus AG was required, upon termination of the Agreement, to transfer the domain name <maybachhaus.com> to

Daimler. Accordingly, even assuming that the Respondent or Robu AG could rely on rights that were historically enjoyed by Maybach Haus AG, the Respondent has not produced any documentary evidence of an extension or other legal basis entitling it to retain or use the disputed domain name <maybachhaus.com> after that date, and the Complainant expressly objects to any such entitlement. On the balance of probabilities, therefore, the Panel finds that the Respondent has failed to establish any rights or legitimate interests in the disputed domain names, on the basis of the July 2, 2015 Agreement or otherwise, as at the date of the filing of the Complaint.

Based on the above considerations, the Panel finds that the second element of the Policy is 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.

It is the settled view of panels applying the Policy that the burden of proving registration and use in bad faith under paragraph 4(a)(iii) remains with the Complainant, see section 2.1 *et seq.* of the [WIPO Overview 3.1](#).

The Panel notes at the outset that the 2015 agreement indicates that until July 2013 (i.e. at the time when both domain names were registered), Maybach Haus AG operated under the name Robu Privat Car AG. It further states that the company director in the past purchased new and used Mercedes-Benz and Maybach vehicles from Daimler to display in the showrooms, known as “Maybach Haus.”

Turning to the registration of the disputed domain names in bad faith, as regards <maybachhaus.com>, the Panel considers the evidence concerning the historical relationship between the Parties to be particularly material. The Panel notes that the initial Complaint referred only briefly and generally to a past agreement and did not identify the authorized entity or provide the agreement or any further details concerning its scope or duration. It was only following Procedural Order No. 1 that the Complainant fully identified Maybach Haus AG as the authorized entity and produced the Trademark License Agreement. Given the importance of this information to the assessment of registration in bad faith, the Panel considers that it should have been disclosed or described at the outset, particularly as the Complainant is represented by professional counsel.

The disputed domain name <maybachhaus.com> was registered on July 15, 2012, and the documentary evidence before the Panel does not establish the circumstances in which that registration occurred. The Respondent states that its Robu AG has registered and held it continuously since that date. The evidence also shows that, pursuant to a Trademark License Agreement dated July 2, 2015, the Complainant's predecessor entity Daimler AG expressly granted Maybach Haus AG the right to use disputed domain name <maybachhaus.com> subject to conditions set out in that agreement. While that Agreement does not by itself expressly establish that the registration in 2012 was authorized, it does demonstrate that, by 2015, the Parties (or their predecessors) were engaged in a commercial relationship. On the evidence before the Panel, and in the absence of evidence showing a different original registrant or an intervening transfer, the Panel is not persuaded that the Complainant has established, on the balance of probabilities, that the disputed domain name was registered in bad faith; rather, it is likely that it was registered within the framework of such commercial collaboration that was ultimately formalized through the 2015 Trademark License Agreement expressly authorizing its subsequent use.

The Panel further notes that, by Procedural Order No. 1, the Complainant was expressly requested to provide historical Whois records or other registrar evidence showing the registrant history of both disputed domain names from their registration in 2012 onwards, which could have significantly clarified the circumstances surrounding the registration of the disputed domain names. The Complainant stated that it was not in possession of such records and did not provide them, in spite of the Procedural Order.

The Panel notes that historical Whois information identifying prior registrants and changes in registration is commonly available through providers including commercial domain-history services³. In these circumstances, the absence of such evidence is significant, particularly in light of the Respondent's statement that Robu AG has held the domain name continuously since registration in 2012 and the evidence linking Maybach Haus AG to its former name, Robu Privat Car AG, and the subsequent license to use the disputed domain name under the Trademark License Agreement granted in 2015.

The Panel does not consider the subsequent expiry of the contractual authorization, or the contractual provision concerning transfer of the domain name upon termination, to establish bad-faith registration. Those provisions may be relevant to the parties' contractual rights and obligations following alleged expiry of the agreement, but for present purposes, the relevant issue is whether the Respondent originally registered or acquired <maybachhaus.com> in bad faith. Having regard to the evidence before it, and particularly to the Trademark License Agreement, the Panel finds on the balance of probabilities that the Complainant has not provided evidence to establish this.

The Panel therefore finds that the third element of the Policy has not been established for disputed domain name <maybachhaus.com>.

As regards disputed domain name <maybachhouse.com>, the Panel finds the circumstances materially different. While this disputed domain name was also registered on July 15, 2012, and the Respondent also states that Robu AG has held it continuously since that date, unlike <maybachhaus.com> however the July 2, 2015 Trademark License Agreement authorized only the use of <maybachhaus.com> and contains no authorization concerning <maybachhouse.com>. The Respondent has not provided any evidence of any authorization for the registration of <maybachhouse.com>. Its reliance on the Parties' longstanding business relationship and on an alleged oral extension in December 2024 does not establish that this domain name was initially registered with the consent of the Complainant's predecessor. Furthermore, the Panel notes the Complainant's contention that both disputed domain names were registered in bad faith. On the balance of probabilities, the Panel therefore finds that <maybachhouse.com> was not registered with the Complainant's consent. The Panel further finds that, given the incorporation of the entirety of the MAYBACH mark and the Parties' longstanding relationship, the Respondent clearly must have been aware of the Complainant's mark when the disputed domain name was registered and that this mark was targeted by this registration. In the circumstances, the Panel finds that <maybachhouse.com> was registered in bad faith. As to the use in bad faith of <maybachhouse.com>, the Panel notes that, prior to filing, the disputed domain name redirected to <maybachhaus.com>. The Panel finds that the Respondent has registered the domain name to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's mark.

Additionally, at the time of this Decision, the disputed domain name is inactive and resolves to an error page. The Panel notes that the non-use of a domain name, including a blank or "coming soon" page, does not in itself prevent a finding of bad faith under the doctrine of passive holding. Panels have found that the non-use of a domain name (including a blank or "coming soon" page) would not by itself prevent a finding of bad faith under the doctrine of passive holding. To the contrary, in looking at the totality of circumstances in each case, panels have found that the registration and non-use of a domain name can still constitute bad faith for purposes of the Policy, see [WIPO Overview 3.1](#), section 3.3. Having reviewed the available record, the Panel notes the distinctiveness and strong reputation of the Complainant's trademarks, and the composition of the disputed domain name, and finds that in the circumstances of this case the current passive holding of the disputed domain name does not prevent a finding of bad faith under the Policy.

The Panel therefore finds that the third element of the Policy has been established for disputed domain name <maybachhouse.com>.

³ See for instance: "www.research.domaintools.com/research/whois-history/search/?q=maybachhaus.com."

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that <maybachhouse.com> be transferred to the Complainant. The Complaint in respect of the domain name <maybachhaus.com> is denied.

/Deanna Wong Wai Man/

Deanna Wong Wai Man

Sole Panelist

Date: September 2, 2026