

ADMINISTRATIVE PANEL DECISION

Deka Research & Development Corporation v. Aktan Kurtulmus
Case No. D2026-3457

1. The Parties

The Complainant is Deka Research & Development Corporation, United States of America ("United States" or "U.S."), represented internally.

The Respondent is Aktan Kurtulmus, Türkiye.

2. The Domain Name and Registrar

The disputed domain name <hemocare.com> is registered with DomReg Ltd. d/b/a LIBRIS.com (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on August 4, 2026. On August 5, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On August 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 (Whois Privacy Services Provided by DOMAINGUARDIAN LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on August 11, 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 amended Complaint on August 11, 2026.

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

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on August 25, 2026. In accordance with the Rules, paragraph 5, the due date for Response was September 14, 2026. The Response was filed with the Center on September 14, 2026.

The Center appointed John Swinson as the sole panelist in this matter on September 18, 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 research and development company located in United States.

The Complainant is the owner of U.S. Trademark Registration No. 6,153,652 for HEMOCARE. The registration was filed on November 28, 2017, and has a registration date of September 15, 2020. The registration claims a date of first use of July 31, 2019.

The Respondent is an individual with an address in Türkiye. The Respondent registered the disputed domain name on December 2, 2002.

The Respondent has, in the past, offered the disputed domain name for sale to the public at large through domain-name marketplaces.

In 2021, the website at the disputed domain name included an inquiry form stating: "Offers under \$500 US are usually not considered." In 2022, the website at the disputed domain name enabled a person visiting the website to express an interest in purchasing the disputed domain name by completing an inquiry form. The website stated: "Offers under \$1,000 US are usually not considered" and "We will contact you back within two business days with price and terms". In 2024, the website at the disputed domain name was similar and included the words "This domain is for sale".

At the time that the Complaint was filed, GoDaddy listed the disputed domain name for sale and stated: "Own it today for \$15,000, or select Lease to Own or make an offer."

On July 1, 2026, the Complainant initiated a broker inquiry to GoDaddy and stated: "We would like to offer \$1000 for the domain name transfer."

The Respondent communicated through the Afternic platform with the GoDaddy broker and was not informed of the identity of the buyer. The Respondent stated to the broker in response to the Complainant's initial \$1,000 offer: "I have set my list price at \$15,000 and my floor price to \$7,500."

GoDaddy responded to the USD 1,000 offer with a USD 15,000 asking price.

The Complainant counter-offered USD 5,000 through the broker, referring to its trademark registration for HEMOCARE and to the UDRP Policy. The Complainant also stated: "We would prefer to resolve this amicably outside a formal proceeding. Our original \$5,000 offer remains available as a practical resolution. That amount should more than compensate the owner for ordinary registration and maintenance costs while allowing both sides to avoid the time and expense of a UDRP proceeding."

The GoDaddy broker responded: "Thank you for your message. GoDaddy is not in a position to evaluate or mediate legal claims between third parties. Any concerns regarding intellectual property or domain rights would need to be addressed outside of our platform and independent of GoDaddy. We are unable to assist further with this matter."

At the time of this Decision, the disputed domain name resolves to a GoDaddy-generated website that does not state that the disputed domain name is for sale.

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 makes the following submissions.

The disputed domain name reproduces the Complainant's HEMOCARE mark in its entirety.

The available record does not show that, before notice of this dispute, the Respondent used or made demonstrable preparations to use the disputed domain name in connection with a bona fide offering of goods or services. The Internet Archive captures that are dated December 7, 2021, February 4, 2022, and February 24, 2024, each solicit offers to purchase the disputed domain name, and the current GoDaddy page lists the disputed domain name for sale for USD 15,000. None of these pages identifies a business operating as HEMOCARE, offers goods or services under that name, or shows preparations for such an offering. The Respondent's sole documented use of the disputed domain name is to solicit its sale.

The Respondent is not commonly known by HEMOCARE.

The Respondent's conduct shows that the disputed domain name was registered or acquired and maintained for sale rather than for any bona fide business, informational, or non-commercial purpose. The disputed domain name consists entirely of the Complainant's federally registered HEMOCARE mark. The Respondent has never been authorized to use that mark, is not commonly known by HEMOCARE, and every documented use of the disputed domain name is an offer to sell it rather than an operating website or other legitimate activity.

The USD 15,000 demand is valuable consideration far exceeding ordinary out-of-pocket registration costs. No documented page identifies goods, services, a business, or any other investment associated with the disputed domain name that supports that amount. The repeated sale pages, the increase from stated minimum offers of USD 500 and USD 1,000 to a USD 15,000 demand after the Complainant sought transfer, and the subsequent public listing at that same price establish that the Respondent's purpose is to obtain payment from the trademark owner for transfer of the disputed domain name. These circumstances fall directly within paragraph 4(b)(i) of the Policy.

B. Respondent

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

In summary, the Respondent makes the following submissions.

HEMOCARE combines "hemo", a common prefix relating to blood, with the ordinary word "care". The term is naturally suggestive of blood-related healthcare and has an evident medical meaning independent of the Complainant.

A search of WIPO's Global Brand Database for HEMOCARE returns 78 records belonging to different owners in the United States, Mexico, Brazil, the United Kingdom, the European Union, India, China, Thailand, and Indonesia.

The Complainant therefore entered an already crowded trademark field and should have understood the limits of its rights. Its registration protects its mark for the relevant goods and services; it does not make HEMOCARE uniquely associated with the Complainant or give the Complainant exclusive rights to the term

in every context. Nor does the Complaint show that the Complainant's HEMOCARE brand is widely known, either generally or in Türkiye, where the Respondent is located.

The Respondent offered the disputed domain name for sale through ordinary domain-name marketplaces to the public at large, without approaching the Complainant or soliciting an offer from it. Domain-name investment and resale are legitimate where there is no targeting of a trademark owner. The disputed domain name has value arising from its medical meaning, independently of the Complainant. Its public listing and the prospect of a profitable sale do not establish that the disputed domain name was held for its value as the Complainant's trademark. Under section 3.8.1 of the "[WIPO Overview 3.1](#)", panels do not normally find bad-faith registration where a domain name was registered before the complainant acquired trademark rights. A respondent cannot target rights that did not yet exist.

The disputed domain name preceded the Complainant's first use by 17 years, and the Respondent could not have had the Complainant's mark in mind when registering the disputed domain name.

The Respondent did not contact the Complainant or solicit an offer from it. Moreover, the Complainant's own evidence shows that the USD 15,000 price was displayed publicly and was available to any buyer. It was not a demand directed at the Complainant.

In *ClearBank Limited v. Privacydotlink Customer 2450865 / Kwangpyo Kim, Mediablue Inc.*, WIPO Case No. [D2018-2481](#), concerning <clearbank.com>, the respondent quoted USD 300,000 after receiving purchase inquiries. The three-member panel found that the price reflected the domain name's dictionary meaning rather than the identity of any prospective buyer and denied the complaint. The evidence here likewise shows a public market price set in response to an anonymous inquiry, not a price calculated specifically for the Complainant.

In *X6D Limited v. Telepathy, Inc.*, WIPO Case No. [D2010-1519](#), concerning <xpand.com>, the complainant offered USD 10,000 for the domain name, while the respondent indicated that it was seeking offers in the six-figure range. The panel nevertheless found Reverse Domain Name Hijacking because the domain name predated the complainant's trademark rights and the complaint was filed after the unsuccessful purchase attempt. The panel described the complaint as an "alternative purchase strategy".

The UDRP is not a means to obtain a domain name that predates a complainant's rights after its owner declines an offer. The Complaint constitutes an abuse of the proceeding and warrants a finding of Reverse Domain Name Hijacking.

6. Discussion and Findings

To succeed, the Complainant must demonstrate that all of the elements enumerated in paragraph 4(a) of the Policy have been satisfied, namely:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
- (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

The onus of proving these elements is on the Complainant.

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 name. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

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

B. Rights or Legitimate Interests

In view of the Panel's finding in respect of the third element of the Policy, the Panel does not consider the second element of the Policy.

C. Registered and Used in Bad Faith

Generally speaking, a finding that a domain name has been registered and is being used in bad faith requires an inference to be drawn that the respondent in question has registered and is using the disputed domain name to take advantage of its significance as a trademark owned by (usually) the complainant.

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 3.1](#), section 3.2.1.

The Panel finds that the Respondent did not register the disputed domain name in bad faith targeting the Complainant or its trademark rights because the Complainant had no trademark rights at the time that the Respondent registered the disputed domain name. [WIPO Overview 3.1](#), section 3.8.1.

It is not disputed that the disputed domain name was registered on December 2, 2002, and that the Complainant has first use of its HEMOCARE trademark on July 31, 2019. The Complainant does not assert rights prior to July 31, 2019, through use of HEMOCARE or otherwise. In such circumstances, the Respondent could not have registered the disputed domain name because of the Complainant's trademark rights or to take advantage of the trademark owned by the Complainant.

Accordingly, on the evidence before the Panel, the Respondent could not have been aware of the Complainant's HEMOCARE trademark when the Respondent acquired the disputed domain name. The Panel therefore finds that there was no bad faith registration of the disputed domain name. See, for example, *Jazeera Space Channel TV Station v. AJ Publishing aka Aljazeera Publishing*, WIPO Case No. [D2005-0309](#); *Alpha Ladder Finance Pte. Ltd. v. Joanna, Metacomp, Inc.*, WIPO Case No. [D2025-1451](#); and *Smarmets Limited (UK) v. zp wong*, WIPO Case No. [D2025-1527](#).

There is also no evidence before the Panel that shows that, after acquisition of the disputed domain name, the Respondent targeted the Complainant.

In short, the Respondent did not target the Complainant when the Respondent acquired the disputed domain name, and there is nothing on the record that suggests the Respondent did so subsequently.

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

D. Reverse Domain Name Hijacking

The Respondent asks for a finding of 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 3.1](#), section 4.16.

The evidence shows that the Complainant was aware that the Respondent acquired the disputed domain name before the Complainant filed its trademark applications for HEMOCARE. Knowing this, the Complainant should have known that its case had zero chance of success.

The Complainant tried to purchase the disputed domain name, and when unsuccessful, brought these proceedings under the Policy.

The Panel finds that the Complaint has been brought in bad faith and constitutes an attempt at Reverse Domain Name Hijacking.

7. Decision

For the foregoing reasons, the Complaint is denied.

/John Swinson/

John Swinson

Sole Panelist

Date: October 2, 2026