

ADMINISTRATIVE PANEL DECISION

Confédération Nationale du Crédit Mutuel-CNCM v. Antoine Duteuil, SARL
Management
Case No. D2026-3841

1. The Parties

The Complainant is Confédération Nationale du Crédit Mutuel-CNCM, France, represented by MEYER & Partenaires, France.

The Respondent is Antoine Duteuil, SARL Management, France.

2. The Domain Name and Registrar

The disputed domain name <credit-mutuel-noreply.com> is registered with Squarespace Domains II LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on August 27, 2026. On August 27, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On August 27, 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 (REDACTED FOR PRIVACY, SARL Management) and contact information in the Complaint. The Center sent an email communication to the Complainant on August 28, 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 September 2, 2026.

On August 28, 2026, the Center informed the parties in French and English, that the language of the registration agreement for the disputed domain name is French. On September 2, 2026, the Complainant requested English to be the language of the proceeding. The Respondent did not submit any comment on the Complainant’s submission.

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 September 3, 2026. In accordance with the Rules, paragraph 5, the due date for Response was September 23, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on September 25, 2026.

The Center appointed Elise Dufour as the sole panelist in this matter on October 2, 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 the central body of the Crédit Mutuel banking group. The Complainant states that the Crédit Mutuel group is one of the main French banking and insurance services groups, providing its services to approximately 12 million clients through a network of about 3,178 offices in France.

The Complainant is the owner of several trademarks consisting of or comprising CREDIT MUTUEL, including the following:

- French Trademark CREDIT MUTUEL (semi-figurative) registration No. 1475940, registered on December 30, 1988, duly renewed, in international classes 35 and 36;
- French Trademark CREDIT MUTUEL (semi-figurative) registration No. 1646012, registered on July 26, 1991, duly renewed, in international classes 16, 35, 36, 38, and 41; and
- European Union Trade Mark CRÉDIT MUTUEL (figurative) registration No. 016130403, registered on June 1, 2017, in international classes 7, 9, 16, 35, 36, 38, 41, and 45.

The Complainant, directly or through its subsidiary Euro-Information, also holds several domain names consisting of the CREDIT MUTUEL trademark, including the domain names <creditmutuel.fr> and <creditmutuel.com>, both registered in 1995, which resolve to the Complainant's websites offering information on its services and online banking services to its clients.

The disputed domain name was registered on June 9, 2026. According to the evidence submitted by the Complainant, the disputed domain name resolved to a holding page displaying the disputed domain name and the French sentence "En construction. Veuillez revenir un peu plus tard." (which may be translated as "Under construction. Please come back a little later."). At the time of this Decision, the disputed domain name still resolves to the same page. The Complainant has also provided evidence that mail exchange ("MX") records are configured for 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 disputed domain name reproduces its CREDIT MUTUEL trademark in its entirety, with the only addition of the term "noreply" and of hyphens. According to the Complainant, the term "noreply" is a generic locution commonly used for automated email communications, which does not prevent a finding of confusing similarity and may lead Internet users to believe that the disputed domain name corresponds to an automated email address or communication service operated by the Complainant.

The Complainant contends that the Respondent has no rights or legitimate interests in respect of the disputed domain name. The Complainant states that the Respondent is not related in any way to its business, is not one of its agents, has never been commonly known under the name “Credit Mutuel”, and has not been granted any license or authorization to use the CREDIT MUTUEL trademark or to register the disputed domain name. The Complainant adds that the disputed domain name resolves to a holding page, which is neither a bona fide offering of goods or services nor a legitimate noncommercial or fair use.

The Complainant contends that the disputed domain name was registered and is being used in bad faith. The Complainant asserts that its CREDIT MUTUEL trademark is well known, at least in France, where the Respondent appears to be located, and that the Respondent could not have ignored it when registering the disputed domain name. The Complainant further points out that the Respondent used a privacy service and that the contact details disclosed by the Registrar raise doubts as to the existence of the named Respondent: according to the Complainant, searches in French company databases return no result for the individual or the company named as registrant, none of the 36 companies listed at the postal address provided corresponds to them, the first name in the email address is misspelled, and the telephone number forwards calls to a voicemail.

As regards use, the Complainant contends that the passive holding of the disputed domain name amounts to use in bad faith, given the reputation of its trademark, the absence of any authorization, the concealment of the Respondent’s identity, and the bad faith registration of the disputed domain name. The Complainant also contends that the disputed domain name is configured with MX records, so that it may be used for email communications that recipients would reasonably assume to originate from the Complainant, which in its view is characteristic of phishing.

The Complainant requests the transfer of the disputed domain name.

B. Respondent

The Respondent did not reply to the Complainant’s contentions.

6. Discussion and Findings

6.1 Preliminary Issue: Language of the Proceeding

The language of the Registration Agreement for the disputed domain name is French. Pursuant to the Rules, paragraph 11(a), in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement.

The Complaint was filed in English. The Complainant requested that the language of the proceeding be English for several reasons, including the fact that the disputed domain name combines the CREDIT MUTUEL trademark with the English term “noreply”, that the contact details provided for the Respondent appear to be inaccurate, so that the Respondent may be located anywhere in the world, and that the Registrar’s website is available in English.

The Respondent did not make any specific submissions with respect to the language of the proceeding, although the Center informed the Parties in both French and English of the language of the registration agreement and notified the Complaint to the Respondent in both languages.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties’ ability to understand and use the proposed language, time and costs (see WIPO Overview of WIPO Panel Views on Select UDRP Questions ([“WIPO Overview 3.1”](#)), section 4.5.1).

In the present case, the Panel notes that the disputed domain name includes the English term “noreply”, that the Respondent was given a fair opportunity to comment on the language of the proceeding and to submit a Response in French or in English, and did not do so, and that requiring a translation of the Complaint would cause additional delay and costs. There is no indication in the record that the Respondent would be unfairly prejudiced by the proceeding being conducted in English.

Having considered all the matters above, the Panel determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English.

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 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 Complainant’s trademarks include design elements, which are generally disregarded for the purposes of assessing confusing similarity under the first element. [WIPO Overview 3.1](#), section 1.10. The textual element “CREDIT MUTUEL” or “CRÉDIT MUTUEL” of the Complainant’s trademarks is reproduced in its entirety within the disputed domain name.

The Panel finds the mark is recognizable within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

Although the addition of other terms (here, “noreply” and hyphens) may bear on assessment of the second and third elements, the Panel finds the addition of such terms 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 generic Top-Level Domain (“gTLD”) “.com” is typically disregarded under the first element. [WIPO Overview 3.1](#), section 1.11.1.

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

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving 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 available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant’s prima facie showing and has not come forward with any relevant evidence

demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

The Complainant states that it has not authorized the Respondent to register the disputed domain name or to use its CREDIT MUTUEL trademark, and there is no evidence that the Respondent is commonly known by the disputed domain name. The disputed domain name resolves to a holding page, which does not amount to a bona fide offering of goods or services, nor to a legitimate noncommercial or fair use of the disputed domain name.

Moreover, the composition of the disputed domain name, which combines the Complainant's trademark with the term "noreply", commonly used in the sender address of automated email communications, carries a risk of implied affiliation with the Complainant. [WIPO Overview 3.1](#), section 2.5.1.

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

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

In the present case, the Complainant's CREDIT MUTUEL trademark was registered several decades before the registration of the disputed domain name. The composition of the disputed domain name, which reproduces the Complainant's trademark in its entirety together with a term evoking automated email communications sent by the Complainant, indicates that the Respondent was aware of the Complainant and its trademark when it registered the disputed domain name, and likely registered it with the intention to target the Complainant.

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. [WIPO Overview 3.1](#), section 3.3. Having reviewed the available record, the Panel notes (i) the distinctiveness and reputation of the Complainant's trademark, at least in France; (ii) the composition of the disputed domain name; (iii) the Respondent's failure to submit a Response or to provide any evidence of actual or contemplated good-faith use; and (iv) the fact that the contact details provided for the Respondent could not be verified through the searches produced by the Complainant in French company databases, which identified no matching result for the named Respondent, and finds that in the circumstances of this case the passive holding of the disputed domain name does not prevent a finding of bad faith under the Policy.

Furthermore, MX records have been configured for the disputed domain name, which allows its use for email communications. Given the composition of the disputed domain name, such potential use could further be an indication of bad faith.

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

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <credit-mutuel-noreply.com> be transferred to the Complainant.

/Elise Dufour/

Elise Dufour

Sole Panelist

Date: October 16, 2026