

ADMINISTRATIVE PANEL DECISION

Eihad Airways v. Hale Com
Case No. DAI2025-0058

1. The Parties

The Complainant is Eihad Airways, United Arab Emirates (“UAE”), represented by Clyde & Co., UAE.

The Respondent is Hale Com, United States of America (“United States” or “US”), represented by Archer Softech, India.

2. The Domain Name and Registrar

The disputed domain name <etihad.ai> is registered with .AI Registry (the “Registry”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on October 31, 2025. On November 4, 2025, the Center transmitted by email to the Registry a request for registrar verification in connection with the disputed domain name. On November 5, 2025, the Registry transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details. On November 6, 2025, the Center received an email communication from the Respondent.

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 November 14, 2025. In accordance with the Rules, paragraph 5, the original due date for Response was December 4, 2025. On November 26, 2025, the Respondent sent an email communication requesting an extension under paragraph 5(b) of the Rules. On the same day, the Center confirmed that the Respondent was granted the automatic four calendar day extension for response; the new due date for Response was December 8, 2025. The Response was filed with the Center on December 8, 2025.

The Center appointed Matthew Kennedy, Luca Barbero, and Gerald M. Levine as panelists in this matter on January 13, 2026. The Panel finds that it was properly constituted. Each member of 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 national airline of the UAE. It commenced operations in November 2003 and now operates one of the largest airlines in the UAE. It carried more than two million passengers in a single month in August 2025. It has won multiple industry awards, including Cargo Airline of the Year 2015 (Air Cargo Week Awards); Airline of the Year 2016 (Air Transport World Awards); Cargo Airline of the Year 2022 (Aviation Achievement Awards); and Air Cargo Operator of the Year 2022 (Logistics Middle East Awards). The Complainant owns trademarks in multiple jurisdictions, including the following:

- United States trademark registration number 3329038 for ETIHAD, registered on November 6, 2007, specifying services in class 39, including airline transportation services;
- UAE trademark registration number 161681 for ETIHAD, registered on December 25, 2011, specifying services in class 43, including services for providing food and drink;
- UAE trademark registration number 155789 for a stylized ETIHAD mark, registered on May 15, 2013, specifying services in class 39, including airline services for the transportation of passengers and cargo; and
- United States trademark registration number 4374230 for ETIHAD, registered on July 30, 2013, specifying services in class 35, including advertising services.

The above trademark registrations are current. The United States registrations include the information that the English translation of the word “Etihad” is “union”. The Complainant has registered the domain name <etihad.com> that it uses in connection with a multilingual website where it provides information about itself and offers flight reservation services. The Complainant has also registered the domain name <etihadairways.com> that redirects to <etihad.com>.

The Respondent “Hale Com” or “Hale” is allegedly a company and its alter ego is a domain name investor based in the United States (both are referred to below as “the Respondent”). The evidence on file shows that in 2017 the Respondent signed up for an online course that was part of a program on practical deep learning for coders. The Respondent holds multiple domain names in the “.ai” country code Top-Level Domain (“ccTLD”), including <motor.ai>, <acquisition.ai>, <artifact.ai>, <banco.ai>, <das.ai>, <doha.ai>, <internship.ai>, <institution.ai>, <kismet.ai>, <mdm.ai>, <ser.ai>, and the disputed domain name.

The disputed domain name was created on December 16, 2017 and acquired by the Respondent in his personal name at auction on or about August 7, 2023 for a price of USD 631. The registrant name was changed to “Hale Com” at some point between August 26, 2023 and November 15, 2023 but the contact information in the Whois database was left incomplete.¹

The disputed domain name resolves to a webpage hosted by a domain name broker. At the time when the Complaint was filed, the webpage advertised the disputed domain name for sale at an asking price of USD 98,500. At the time of this Decision, the webpage advises that the disputed domain name is registered but might still be available; it displays a button to purchase the disputed domain name but no longer displays a price.

“Etihad” is a Latin transliteration of an Arabic word “إتحاد” meaning “union” or “unity”.

¹The Respondent submits that he redacted part of the Whois information because he was a victim of identity theft a few years ago. In the Response, he undertakes to correct this when the disputed domain name is unlocked.

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 is identical to its ETIHAD mark. The Complainant has established substantial goodwill and reputation in, and has become exclusively associated with the ETIHAD trademark worldwide.

The Respondent has no rights or legitimate interests in respect of the disputed domain name. The Complainant has not authorized the Respondent to use its ETIHAD mark, nor is there any relationship between the Parties that would entitle the Respondent to use the mark. The Respondent is not commonly known by the disputed domain name. The disputed domain name automatically redirects to a website where it is advertised for sale to the general public at an asking price of USD 98,500, which cannot constitute a bona fide offering of goods or services for the purposes of the Policy.

The disputed domain name has been registered and is being used in bad faith. The disputed domain name is not being used in connection with any legitimate interests. Rather, it is being offered for sale suggesting that the Respondent has registered or acquired the disputed domain name primarily for commercial gain for the purpose of selling, renting, or otherwise transferring the disputed domain name to the Complainant or to third parties such as a competitor, for valuable consideration in excess of the Respondent's documented out-of-pocket costs directly related to the disputed domain name. Furthermore, the Respondent creates a likelihood of confusion with the Complainant and its trademarks by registering a domain name that incorporates the Complainant's ETIHAD trademark, which demonstrates that the Respondent is using the domain to confuse unsuspecting Internet users looking for the Complainant's services and to mislead them as to the source of the disputed domain name and/or capitalize on the reputation and goodwill of the Complainant's mark.

B. Respondent

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

At the outset, the Respondent submits that "Etihad" is the transliteration of a common Arabic word meaning "union" or "unity" and is therefore inherently non-distinctive. Just as the word "United" itself cannot be exclusively appropriated by United Airlines, the same principle should apply to the word "Etihad" in Arabic. The Respondent submits that he is a US-based technology professional specializing in artificial Intelligence ("AI"), currently employed in the AI sector. Over the course of his career, he has contributed to multiple AI projects and has extensive experience. He studied AI and deep learning with Fast.AI at the University of San Francisco in person starting in 2017. Beginning in 2018, he started registering ".ai" domain names in order to launch vision and speech AI apps.

The Respondent acknowledges that the Complainant has standing under the Policy but submits that the Complainant has not made a *prima facie* case that the Respondent lacks a right or legitimate interest in the disputed domain name. The Respondent needs no license or authorization from the Complainant to offer it for sale. The Respondent has been a domain name investor for numerous years and maintains a portfolio of hundreds of domain names. The Respondent acquired the disputed domain name to develop an Arabic translation and speech web application but, due to the rise of Large Language Models, the use case for a stand-alone Arabic application became redundant. Hence, the Respondent put the disputed domain name up for sale via a third party service in mid-2024 and, as of today, it is part of the Respondent's stock-in-trade. The Respondent's portfolio includes several ".ai" domain names, with a consistent focus on short, common word or other generic ".com" domain names. His portfolio includes Arabic/Urdu domain names such as <kismet.ai> (meaning 'fate'); <ser.ai> (a unit of weight); <waz.ai> (meaning "preaching"); and <das.ai>

(meaning “ten”). The Respondent has offered certain other “.ai” domain names at prices even higher than USD 98,500. The price for the disputed domain name was set below USD 50,000 about a year ago and was only increased after reports of numerous “.ai” sales, in line with broader market trends. “Etihad” is not uniquely associated with the Complainant but is used in other contexts including the technology, financial, insurance, and construction sectors. This widespread usage and the common nature of the term demonstrate that the Respondent had ample legitimate reason to register the disputed domain name for an AI project and later retain it as an investment.

The disputed domain name was neither registered nor is being used in bad faith. There is no evidence whatsoever to support the Complainant’s narrow contention that the disputed domain name was registered because of the Complainant’s trademark only, and not due to it being a transliteration of a common Arabic word meaning “union” or “unity”. The Respondent registered the disputed domain name because of its inherent meaning and suitability as a generic, brandable term in the “.ai” space, rather than with any intention of targeting the Complainant’s trademark. Speculating and investing in inherently valuable domain names is a legitimate business and in good faith. Given the Respondent’s Arabic roots and AI background, and the common descriptive meaning of “Etihad” in the Arabic language, the disputed domain name was registered in good faith to develop an Arabic translation web-based App. The Respondent did not offer the disputed domain name for sale for more than a year after its registration. The Respondent’s general offer for sale of the common word disputed domain name for USD 98,500 through a broker is not any kind of bad faith, as the Respondent never approached the Complainant. No right of the Complainant or its mark has in any manner been violated.

The Respondent requests that the Panel issue a finding of Reverse Domain Name Hijacking since there is no basis for this claim and the Complainant (through its counsel) knew or should have known that before filing the Complaint that it would not succeed in proving at least one of the three elements of the Policy. Proceedings under the Policy must not be commenced in a brash and totally unjustifiable attempt to pressure a domain name owner into releasing a legitimately held domain name.

6. Discussion and Findings

Paragraph 4(a) of the Policy provides that a complainant must demonstrate each of the following elements:

- (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 burden of proof of each element is borne by the Complainant. Failure to demonstrate any one element will result in denial of the Complaint.

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. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”), section 1.7.

The Complainant has shown rights in respect of the ETIHAD trademark for the purposes of the Policy. See [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the ETIHAD mark is reproduced within the disputed domain name. The only additional element is the ccTLD extension “.ai” which, as a standard requirement of domain name registration, may be disregarded in the assessment of identity or confusing similarity for the purposes of the Policy. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. See [WIPO Overview 3.0](#), sections 1.7 and 1.11.1.

Therefore, the Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Given the Panel’s findings regarding the third element of paragraph 4(a) of the Policy, it is unnecessary to consider the second element.

C. Registered and Used in Bad Faith

The Panel notes that the third element of paragraph 4(a) of the Policy contains two requirements that apply conjunctively. A complainant must show both that the disputed domain name has been registered or acquired in bad faith and also that it is being used in bad faith. The former requires a demonstration that the Respondent knew, or should have known of the Complainant and/or the Complainant’s trademark at the time when it registered or acquired the disputed domain name and that it registered or acquired the disputed domain name with a bad faith intention targeting the Complainant and/or its mark.

In the present dispute, the disputed domain name was acquired by the Respondent in 2023, years after the registration of the Complainant’s ETIHAD mark, including in the United States, where the Respondent is based. The disputed domain name is identical to the ETIHAD mark, but the mark is not a coined term. The Complainant asserts that it has established substantial goodwill and reputation in the ETIHAD trademark worldwide. The Complainant has been operating its airline since 2003, which was 20 years before the Respondent acquired the disputed domain name, and has won various industry awards during that time. It presents figures showing that it transported millions of passengers per year in recent years. Nowhere in the detailed Response does the Respondent deny awareness of the Complainant or its mark at any relevant time. Accordingly, the Panel is willing to infer that the Respondent knew of the Complainant and its mark when he acquired the disputed domain name.

Nevertheless, the disputed domain name is a transliteration of the common Arabic word “إتحاد”, meaning “union” or “unity”, which is not an exclusive reference to the Complainant. The Respondent, who plausibly attests that he is an Arabic speaker born in Djibouti, submits that it was in this ordinary, dictionary word sense that he understood the term when deciding to acquire the disputed domain name. His evidence shows that the Arabic word “إتحاد”(etihad) is used in different contexts, such as a gathering of people, a student union, a larger corporation, or a group of countries. According to evidence presented by the Respondent, the Complainant itself has explained on social media that “Etihad” means ‘union’ in Arabic, which also refers to the Union of the seven Emirates.” The UAE national day is known as “Eid al Etihad”.

The Respondent submits that “Etihad” is a generic, brandable term that has been independently adopted by various parties due to its common meaning in the Arabic language. The evidence shows that this term is relatively common in branding in the Middle East, Africa, and Asia, across a range of sectors. For example, there are active websites for Etihad Advanced Investment, Etihad National Holding, Etihad Energy Services, Etihad Capital, Etihad Hospitality, Al-Etihad Gold, Etihad Food Industries, Etihad Medical Services, Etihad Sugar Mills, Etihad Technology, Etihad Town, Etihad Blue Contracting Co., El Etihad (engineering and electromechanical), Etihad Holding, Etihad Leading Investment, Al-Etihad Gasket Factory, Bank Al-Etihad, Etihad Zurmati Cold Storage Company, Etihad Club, and Etihad Logistics. According to search results presented by the Respondent, over 200 companies in different jurisdictions incorporate “Etihad” in their company names; including many that are active and do not appear to be affiliated with the Complainant.

The Panel sees no evidence on the record that the Respondent acquired the disputed domain name based on its trademark significance rather than its meaning as a transliteration of a common word. The disputed domain name does not contain any term that refers to the Complainant (such as “airways”) nor does the ccTLD extension “.ai” have any apparent connection to the Complainant’s operations (whether it is understood as a ccTLD reference or to artificial intelligence). The disputed domain name has not been used with website content displaying the Complainant’s stylized mark or related to its services. The Respondent did not contact the Complainant. The Respondent has no pattern of bad faith registrations as far as the Panel is aware; on the contrary, his portfolio of domain names in the “.ai” ccTLD contains at least 11 others consisting of a dictionary word or a transliteration of a word (although none other is clearly a transliteration of an Arabic word).

The Complainant argues that the offering of the disputed domain name for sale is evidence of bad faith. However, generally speaking, prior UDRP panels have found that the practice as such of registering a domain name for subsequent resale (including for a profit) would not by itself support a claim that the respondent registered the domain name in bad faith with the primary purpose of selling to a trademark owner (or its competitor). See [WIPO Overview 3.0](#), section 3.1.1. In the present dispute, the Panel is unable to determine that the Respondent’s asking price of USD 98,500 reflected the disputed domain name’s value as a trademark rather than as a transliteration of a common word in the “.ai” ccTLD.

While the Respondent fails to substantiate his allegation that he originally intended to use the disputed domain name with a web application and only offered it for sale later, that does not alter the Panel’s conclusion in the circumstances of this case.

Accordingly, the evidence in the case file as presented does not indicate that the Respondent’s aim in registering the disputed domain name was to profit from or exploit the Complainant’s trademark.

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

D. 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. See [WIPO Overview 3.0](#), section 4.16.

In the present dispute, the Complainant failed to address the material circumstance that its ETIHAD trademark is a transliteration of an Arabic word meaning “union”. The Complainant and its legal representative are both based in the UAE and can be presumed to be aware of that circumstance; indeed, it is noted on a trademark registration certificate annexed to the Complaint. Even though the Complainant may have obtained the transfer of other domain names in prior UDRP proceedings without addressing this circumstance, the Complainant should have appreciated the factual differences in the present dispute, in particular, the composition of the disputed domain name and the absence of targeting of the Complainant or its mark. While the Complainant alleged that the offering of the disputed domain name for sale constituted evidence of targeting, this was based on the premise that the term “Etihad” is uniquely associated with the Complainant. The Complainant, which has legal representation, should have appreciated the weakness of its case and the need to provide evidence of targeting in light of the dictionary meaning of “اتحاد” (etihad).

Therefore, 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.

/Matthew Kennedy/

Matthew Kennedy

Presiding Panelist

/Luca Barbero/

Luca Barbero

Panelist

/Gerald M. Levine/

Gerald M. Levine

Panelist

Date: January 22, 2026