

ADMINISTRATIVE PANEL DECISION RELATED TO THE REQUEST TO CHANGE THE LANGUAGE OF THE ADR PROCEEDING

BGIN EU Limited and BGIN Trading Limited v. Michal Beno
Case No. DEUL2025-0002

1. The Parties

The Complainants are BGIN EU Limited, Ireland and BGIN Trading Limited, China, represented by Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., United States of America ("United States").

The Respondent is Michal Beno, Czech Republic, self-represented.

2. The Domain Name, Registry and Registrar

The disputed domain name is <iceriver.eu>.

The Registry of the disputed domain name is the European Registry for Internet Domains ("EURid" or the "Registry"). The Registrar of the disputed domain name is WEDOS Internet, a.s.

3. Procedural History

The Request to Change the Language of the ADR Proceeding (the "Request") was filed in English with the WIPO Arbitration and Mediation Center (the "Center") pursuant to the .eu Alternative Dispute Resolution Rules (the "ADR Rules"), Paragraph A(3)(b), on November 15, 2025. On November 17, 2025, the Center transmitted by email to the Registry a request for registrar verification in connection with the disputed domain name. On November 19, 2025, the Registry 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 and contact information in the Request. The Center sent an email communication to the Complainant on November 19, 2025, providing the registrant and contact information disclosed by the Registry, and inviting the Complainant to submit an amendment to the Request. The Complainant filed an amended Request on November 22, 2025.

In accordance with the ADR Rules, Paragraph A(3)(b)(3), the Center formally notified the Respondent of the Request, and the proceedings commenced on November 25, 2025. In accordance with the ADR Rules, Paragraph A(3)(b)(4), the due date for Response was December 7, 2025. The Respondent submitted a response in Czech on December 5, 2025. Accordingly, the Center acknowledged receipt of the Response on December 9, 2025.

The Center appointed Michal Havlík as the sole panelist in this matter on December 11, 2025, in accordance with the ADR Rules, Paragraph A(3)(b)(4). 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 ADR Rules, Paragraph B(5).

4. Factual Background

The Complainants are a company incorporated in Ireland and a company incorporated in China. The Respondent is a natural person residing in the Czech Republic.

The disputed domain name was registered on June 30, 2023. The language of the registration agreement is Czech. The disputed domain name resolves to a website where particularly ASIC (Application Specific Integrated Circuit) Miners are offered for sale. The default language of the website placed under the disputed domain name is English. No Czech version of the said website is placed under the disputed domain name.

The Complainants seek that the language of the ADR Proceedings is changed from Czech to English.

5. Parties' Contentions

A. Complainant

For the purpose of the request to change the language of the ADR Proceedings from Czech to English, the Complainants invoke particularly the following arguments.

The Complainants argue that the Respondent has shown ample capability to understand and correspond in English since the Respondent had contacted the Complainants as early as March 25, 2024 via electronic mail using the English language with a proposal for an in-person meeting and a proposal to establish a commercial relationship. The Complainants further argue that the disputed domain name directs to a website providing English language content while the website does not appear to provide a website option for content in the Czech language. The Complainants also claim that the website includes a video featuring a person who the Complainants believe is a key member of the ICERIVER.EU management teams speaking in English regarding the ICERIVER.EU Dubai Hosting Center and that the website includes an address and telephone number in English for a distribution center located in the United States for servicing numerous regions of the world, such as North America and South America, where English is a widely used language.

In addition to the above-mentioned, the Complainants argue that if the Complainants were required to institute the ADR proceedings in the Czech language, they would be required to incur significant translation costs despite the Respondent having shown ample capability to understand and correspond in English. The Complainants also claim that the English language is widely used in international relations.

B. Respondent

The Respondent states that he is an executive director of the Czech company ICERIVER EU s.r.o. and that the disputed domain name is used within the business activities of the said company.

The Respondent argues that since a) the Registrar expressly confirmed that the language of the registration agreement is Czech; b) the Respondent resides in the Czech Republic and his common legal language is Czech; and c) the disputed domain name is operated by the Czech company, the legitimate starting point is that the ADR proceedings should be in Czech. According to the Respondent, the Complainants' request represents a derivation from the aforesaid standard and therefore, the Complainants shall prove that the change of the language is a) in compliance with the purpose of the ADR Rules; b) necessary and appropriate; c) does not disrupt equality of arms; and d) does not deny the Respondent's right to defense.

The Respondent is of the opinion that the Complainants have not proved the aforesaid and that the Complainants' argumentation is particularly economic and not legal.

The Respondent states that the Complainants' argumentation that the Respondent has communicated in English in the past is legally irrelevant or at least insufficient for the change of the language as common commercial communication in English is not equal to professional legal argumentation in international adverse proceedings. The Respondent further argues that the ability of basic communication in a foreign language does not mean that there is an obligation to conduct the legal proceedings in this foreign language. Concerning the argument that the website placed under this disputed domain name is primarily in English, the Respondent states that it cannot serve as a basis for the change of the language as a lot of Czech companies (particularly in technological and cyberspace fields) use English as main marketing and commercial language so that they reach international clientele. The Respondent further states that the fact that the website does not include Czech language version is a mere business and marketing decision and does not constitute any waiver of procedural rights.

As to the significant translation costs mentioned by the Complainants, the Respondent states that the Complainants voluntarily commence dispute in relation to a disputed domain name held by a holder residing in the Czech Republic and they had to expect that the language of the registration agreement may differ from English and the translation costs are a part of a common risk to conduct such proceeding in the European Union. To this point, the Respondent claims that the change of the language would result in significant imbalance between the parties as the Respondent would be required to pay costs for specialized legal and translation services. The Respondent also mentions that the fact that English is a practical international language does not mean that it should automatically receive priority over the language of registered domain name and language of the state where its holder is based.

The Respondent thus proposes that the request for the change of the language is dismissed.

The Respondent also requests that the Complainants are ordered to identify natural persons that are authorized to act on behalf of the Complainants in these proceedings as well as the email address of such persons. The Respondent justified such request by imbalance and information asymmetry resulting from the fact that the Respondent's personal details are available to the Complainants whereas no such information on personal details, residence, telephone numbers of persons acting on behalf of the Complainants are available to the Respondent.

6. Discussion and Findings

In accordance with Paragraph A(3)(a) of the ADR Rules, unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the ADR Proceeding shall be the language of the Registration Agreement for the disputed domain name. In the absence of an agreement between the Parties, the Panel may in its sole discretion, having regard to the circumstances of the ADR Proceeding, decide on the written request of a Complainant that the language of the ADR Proceeding will be different than the language of the Registration Agreement for the disputed domain name.

First of all, it is to be noted that change of the language of the proceedings is in the Panel's sole discretion. In the Panel's view, the purpose of the rule that the proceedings are conducted in the language of the registration agreement is to protect registrants who do not have knowledge of other languages and who would be disadvantaged in their ability to defend themselves if the language was changed. The Panel is of the view that such circumstances are not present in these proceedings.

Taking into account the circumstances of these ADR Proceedings, the Panel is of the view that there are cumulative grounds that justify the change of the language proposed by the Complainants. These circumstances are that a) the Respondent understands and can communicate in English (this has not been disputed by the Respondent); b) the website placed under the disputed domain name is primarily in English; c) the website placed under the disputed domain name does not have a Czech language version; and d) the

Respondent is an executive director of the company that engages in international business in a field in which English is commonly used. Accordingly, the Panel concludes in accordance with case law of previous panels that the change of language is practical and not disadvantageous for the Respondent.

As to the Respondent's counterclaim for ordering the Complainants to disclose identity and personal details of natural persons authorized to act on behalf of the Complainants, the Panel notes that such counterclaim lacks any legal basis and as such is inadmissible in these Proceedings.

7. Decision

For the foregoing reasons, in accordance with Paragraph A(3)(b)(6) of the ADR Rules, the Panel orders that the language of the ADR proceeding shall be English and any future submission by the Parties (including the submission of a new Complaint) regarding the disputed domain name <iceriver.eu> shall be made in the language of the ADR Proceeding in accordance with paragraph A(3)(c) of the ADR Rules.

This Panel's decision shall be final and not subject to appeal.

/Michal Havlík/

Michal Havlík

Sole Panelist

Date: December 23, 2025