ADMINISTRATIVE PANEL DECISION
GoTrip LTD v. Badri Charkviani
Case No. DGE2026-0008

1. The Parties

The Complainant is GoTrip LTD, Georgia, represented by NB Legal LTD, Georgia.

The Respondent is Badri Charkviani, Georgia.

2. The Domain Name and Registry

The disputed domain name <gtrip.ge> is registered with Caucasus Online LLC (the .GE Registry).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on July 30, 2026. On August 3, 2026, the Center transmitted by email to the.GE Registry a request for registry verification in connection with the disputed domain name. On August 4, 2026, the .GE Registry transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

The Center verified that the Complaint satisfied the formal requirements of the .GE Domain Name Dispute Resolution Policy (the ".GE Policy"), the Rules for .GE Domain Name Dispute Resolution Policy (the ".GE Rules"), and the WIPO Supplemental Rules for .GE Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the .GE Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on August 7, 2026. In accordance with the .GE Rules, paragraph 5, the due date for Response was August 27, 2026. The Respondent sent several email communications on August 7, 11, and 13, 2026. The Parties each submitted supplemental filings on August 18, 2026. The Center commenced its panel appointment process on September 7, 2026.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on September 8, 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 .GE Rules, paragraph 7.

4. Factual Background

The Complainant is a limited liability company headquartered in Georgia. The Complainant's business was originally founded in Georgia in 2016, and later incorporated there on March 29, 2017. The Complainant operates an online platform for private intercity transfers in Georgia. It has been featured in international media, claims to have received TripAdvisor's Travelers' Choice Awards in 2024 and 2025, and maintains a 4.9 (Excellent) rating on TripAdvisor across over 200 reviews. It has since expanded its offering beyond Georgia. The Complainant's official website uses the domain name <gotrip.ge>, registered on July 19, 2016.

The Complainant is the owner of Georgian Registered Trademark Number 31827 in respect of the combined device and word mark GOTRIP where the device representation is the word GOTRIP in a bold black typeface in block capitals with the letter "O" represented by a stylized left footprint in fluorescent green, registered on October 9, 2019, in Classes 38, 39, and 42.

The disputed domain name was registered on February 7, 2026. According to the Complainant's screenshot dated July 28, 2026, the website associated with the disputed domain name is titled "GTrip – Premium Transfers & Tours in Georgia" and features a Georgian scene overlaid with the statement "Comfortable ride friendly price / We often have a 10-20% discount". Beneath this, the site featured a list of six journeys, such as "Tbilisi [arrow] Kutaisi" for a stated price of GEL 230, along with a button beside each journey titled "Book".

The Parties appear to have had a direct contractual relationship commencing prior to the registration of the disputed domain name. According to a statement by the CEO and authorized representative of the Complainant, under reference to the Complainant's driver-account, contractual, order, and payment records, the Respondent was a registered driver-partner of the Complainant's "GoTrip" platform, receiving its first transportation order through said platform on May 2, 2025, and continuing to receive such orders until June 27, 2026, by which point the Respondent had received 300 orders via the platform, of which 210 were completed. In support of said statement, the Complainant produces a partial extract from its records concerning the Respondent's activity on the platform, evidence of the Respondent's deposit payment to the Complainant, and three contracts between the Parties (Contract Number 56, version dated September 30, 2024, accepted on May 1, 2025), (Contract Number 58, version dated March 4, 2026, accepted on March 4, 2026), and (Contract Number 59, version dated March 19, 2026, accepted on March 19, 2026).

The said contracts are claimed to have been entered into between the Parties via the Complainant's online platform. Each contract is in the Georgian language, and an English translation has been provided by the Complainant. The first such contract states in clause 3.21 that all trademarks belong to the Complainant and are protected by law and international treaties, and that use of the Complainant's platform grants no ownership rights over intellectual property. The second such version largely repeats this provision at clauses 3.21 and 6.2, and it is likewise repeated in clause 3.21 of the third such version. Clause 6.3 of the second version also prohibits the Respondent from creating an identical or similar platform/website (including business model) and clause 6.4 includes a contractual penalty in respect of unspecified breaches. This provision is repeated in clause 6.3 of the third version, with the contractual penalty included at clause 6.4, now specifying that it relates to violations of intellectual property or creating competing platforms. [1]

On or about July 15, 2026, a representative of the Complainant appears to have telephoned the Respondent. The Respondent states that the Complainant expressed an interest in purchasing the disputed domain name and website, while the Complainant states that the intention behind its making contact was to warn the Respondent regarding infringement of the Complainant's rights. Nothing turns on this discrepancy. The Respondent replied by email on the same day stating that it was open to considering the offer and stating a price of GEL 6,500 for both website and the disputed domain name. A second email sent by the Respondent to the Complainant's CEO dated July 16, 2026, appears to reply to what the Respondent refers to as the Complainant's "detailed offer", which has not been provided to the Panel. This email states that the

[1] The Panel references the clause numbers contained in the Georgian versions of the contracts, on the basis of a machine translation into English, as there appears to be an occasional numbering issue in the English translations provided by the Complainant.

Respondent is planning a large-scale advertising campaign for the website, requiring substantial financial expenditure, which will significantly increase the market value of the disputed domain name and the website. Consequently, the Respondent states that its proposed price of GEL 6,500 will remain valid only until July 17, 2026. On July 19, 2026, the Respondent sent a further email to the Complainant's CEO stating that it was unhappy with the terms of a transfer agreement that the Complainant had supplied (the Respondent produces what it says is a copy of such agreement, dated July 17, 2026, in the Georgian language, which the Panel has machine translated although it finds nothing of major significance in its terms). Notably, the Respondent states that the source code, database and graphic elements are not at its disposal, whereby the agreement should be limited to the transfer of the disputed domain name and providing access to the administration panel (the agreement thus not including the associated website). The Respondent also states that it cannot agree to a proposed non-compete clause, which it states would restrict its entrepreneurial freedom. Finally, it disagrees with the terms of a liability clause. The Respondent concludes this email by requesting an updated version of the agreement no later than July 21, 2026, failing which its offer will expire. It appears that negotiations between the Parties did not proceed beyond this point.

By way of illustrating actual confusion in the marketplace, the Complainant provides a translated screenshot of a messaging platform in which a consumer asks, "Is this GoTrip, or something else?" to which the Respondent's company replies, "We have no connection whatsoever to that company".

5. Parties' Contentions

A. Complainant

In summary, the Complainant contends in the Complaint as follows:

The Complainant claims rights in the trademark noted in the factual background section above. The Complainant also notes that it owns the domain name <gotrip.ge>, registered on July 19, 2016, and used for the Complainant's primary web portal for its services.

The Complainant contends that the disputed domain name is confusingly similar to the Complainant's GOTRIP trademark as it entirely reproduces the said mark, with the mere deletion of the letter "o". The Complainant further submits that the single one-letter difference should not prevent a finding of confusing similarity, since the Complainant's mark is clearly recognizable in the disputed domain name and users may not perceive the difference between them. The Complainant contends that this is an obvious case of typosquatting and notes that panels under the .GE Policy will normally find that employing a misspelling in this way signals an intention on the part of the respondent (typically corroborated by infringing website content) to confuse users seeking or expecting the complainant.

The Complainant contends that the Respondent has no rights or legitimate interests in respect of the disputed domain name. In particular, it notes that the Respondent is not a licensee, authorized agent or in any other way permitted to use the Complainant's GOTRIP mark. Specifically, it notes that the Respondent has not been authorized by the Complainant to register and use the disputed domain name. The Complainant is further not aware of the existence of any evidence demonstrating that the Respondent might be commonly known by a name corresponding to the disputed domain name as an individual, business, or other organization.

The Complainant notes that the disputed domain name resolves to an active website offering services which are identical to and directly competing with the Complainant's services and that there is no disclaimer on the Respondent's website indicating that it is not related to the Complainant. The Complainant provides evidence described in the factual background section above, which it asserts documents a case of actual confusion of an Internet user who wrongly assumed that the Respondent's website is operated by or linked to the Complainant.

The Complainant further submits that the Respondent was aware of the Complainant's activities as the Respondent worked with the Complainant as a contractor (driver) from May 1, 2025 until June 27, 2026, and notes that the close similarity and almost identity between the Complainant's trademark and official domain name and the disputed domain name suggests that the disputed domain name may be used for email communication purposes and to mislead Internet users into believing that emails originate from the Complainant. The Complainant contends that such use can never confer rights or legitimate interests, and constitutes neither a bona fide offering of goods or services nor a legitimate noncommercial or fair use. The Complainant notes further that panels under the .GE Policy have categorically held that the use of a domain name for illegal activity, such as phishing, unauthorized account access/hacking, impersonation/passing off, or other types of fraud, can never confer rights or legitimate interests on a respondent.

The Complainant contends that the disputed domain name was registered or is being used in bad faith. In particular, it notes that the Complainant is the owner of the GOTRIP trademark registration which was registered in 2019 and significantly pre-dates the registration of the disputed domain name in 2026. The Complainant submits that said mark is well known in the tourism sector in Georgia and, further, that the Respondent was aware of the Complainant's activities and trademark as the Respondent worked with the Complainant as a contractor (driver) from May 1, 2025 until June 27, 2026.

The Complainant contends that, in circumstances where the Respondent had actual, first-hand knowledge of the Complainant's GOTRIP mark and its business operations, registering a typosquatted variation of such mark during an active contractual relationship negates any claim to right or legitimate interest and demonstrates targeted bad faith.

The Complainant submits that, knowing of the Complainant's activities, the Respondent registered the disputed domain name with the sole purpose of attracting for commercial gain, Internet users to the Respondent's website, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of the Respondent's website or location or of a product or service on the Respondent's website or location.

The Complainant maintains that upon becoming aware of the unauthorized registration of the disputed domain name, the Complainant contacted the Respondent regarding the infringement of the Complainant's rights. In response, the Respondent offered to sell both its website and the disputed domain name for approximately USD 2,500 but subsequently changed its mind and requested approximately USD 2,500 for the sale of the disputed domain name alone. The Complainant submits that this amount vastly exceeds the Respondent's documented out-of-pocket costs directly related to the acquisition of the disputed domain name.

The Complainant further submits that it appears that the Respondent may use the disputed domain name for malicious activities, specifically for phishing purposes. It asserts that the presence of Mail eXchange ("MX") records in the original Domain Name System ("DNS") configuration supports the conclusion that the disputed domain name may be used for sending misleading email communications and for malicious purposes overall. It further submits that, considering the disputed domain name is almost identical to the Complainant's GOTRIP trademark and its official domain name, it is very likely that the Respondent intended to impersonate the Complainant through the use of the disputed domain name, inducing users to believe that email communications sent from email addresses based on the disputed domain name originated from the Complainant.

B. Respondent

The Respondent did not reply formally to the Complainant's contentions. However, the Respondent did issue an informal Response in several emails to the Center, a summary of the contentions in which are as follows:

The Respondent strongly contests the submissions made by the Complainant. In particular, it asserts that the disputed domain name is descriptive and distinct and is composed of "g" (representing Georgia) and “trip” (representing travel services). The Respondent claims that its online platform was created to serve a specific community and functions on entirely different principles from the Complainant’s commercial platform.

The Respondent further claims that its website is not a commercial entity, but is a non-profit, community-based project that facilitates direct connections between drivers and passengers completely free of charge. The Respondent asserts that it does not collect any commissions or fees, and that its motivation for creating the platform was to address the unfair working conditions and high commission rates imposed by commercial platforms in Georgia, as well as to offer an alternative to practices that it claims it found detrimental to both drivers and passengers, such as unlimited, unpaid waiting times.

The Respondent notes that the Complainant has already attempted to acquire the disputed domain name through private negotiations, and that while the Parties initially agreed on a purchase price, the subsequent draft agreement provided by the Complainant contained restrictive clauses that would have prohibited the Respondent from any future activity in the field. The Respondent maintains that it found these terms unacceptable, which led to the breakdown of the negotiations.

The Respondent contends that while it was previously registered as a driver-partner on the Complainant’s online platform, it never met any of the Complainant’s employees or representatives in person and was informed by their representative that they did not have a physical office and operated entirely online. It further contends that the Complainant therefore does not possess any physical document bearing the Respondent’s signature, nor was the Respondent ever verbally informed that it was restricted from engaging in any future activities or operating an independent platform.

The Respondent further contends that both during the period of its registration with the Complainant and up to the present day, it has operated and continues to operate as an independent driver. It claims to still have active accounts today with several other leading transportation and ride-hailing platforms, which it submits clearly demonstrates that its relationship with the Complainant was standard, open, and independent, and that it never agreed to any non-compete restrictions or limitations on its entrepreneurial freedom.

In summary, the Respondent contends that it believes the Complaint is unfounded and that its registration and use of the disputed domain name have been in good faith, aiming to provide a social service rather than to harm the Complainant or infringe upon its business.

C. Complainant’s Supplemental Filing

In summary, the Complainant contends in its supplemental filing as follows:

In response to the Respondent’s assertion that there is no signed paper agreement with the Complainant, the Complainant asserts that in fact three contracts were executed between the Complainant and the Respondent, and it submits evidence of said contracts in the original Georgian language (Complainant’s Annexes 20, 22, and 24) along with their English translations (Complainant’s Annexes 21, 23, and 25). The Complainant contends that these contracts represent the standard terms and conditions for the Complainant’s drivers and that said terms are mandatory for operating on the Complainant’s platform. The Complainant maintains that drivers cannot use the platform without accepting them.

It further submits records which it maintains demonstrate the Respondent’s digital signatures accepting these contracts on the Complainant’s online platform (Complainant’s Annex 26). The Complainant notes that the non-compete clause is explicitly set forth in the Complainant’s Annex 24 and English translation in its Annex 25.

D. Respondent's Supplemental Filing

In summary, the Respondent contends in its supplemental filing as follows:

The Respondent maintains that it had no prior knowledge or verbal notice of non-compete clauses, and that throughout an initial interview with the Complainant's representative, no one ever mentioned, explained, or drew the Respondent's attention to any non-compete clauses, restrictions, or penalties. The Respondent asserts that the Complainant has zero documentation, audio, or video recordings to prove that the Respondent was ever informed of, or consciously aware of, such conditions at the time of its [platform] registration.

The Respondent asserts that the documents submitted by the Complainant represent nothing more than standard, pre-printed online terms and conditions (or "click-wrap agreements") that every user or driver must accept automatically to complete a basic online registration. It asserts that these are not individually negotiated contracts and further contends that the fact that the Complainant's CEO and lawyer actively attempted to negotiate and purchase the disputed domain name in July 2026 clearly proves that the Complainant knew no prior binding non-compete agreement existed regarding the disputed domain name, otherwise it would not have needed to offer to buy it.

6. Discussion and Findings

6.1. Procedural Issue: Parties' Supplemental Filings

Unsolicited supplemental filings in Uniform Domain Name Dispute Resolution Policy ("UDRP") proceedings are generally discouraged, unless specifically requested by the panel (see WIPO Overview of WIPO Panel Views on Select UDRP Questions ("WIPO Overview 3.1", section 4.6)[2]. Paragraph 10 of the .GE Rules vests the Panel with discretion to determine the admissibility, relevance, materiality and weight of the evidence, and also to conduct the proceeding "with due expedition". Exceptionally, supplemental filings may be accepted to consider material new evidence or to provide a fair opportunity to respond to arguments that could not reasonably have been anticipated. WIPO Overview 3.1, section 4.6. Here, the Panel is content to consider the Complainant's supplemental filing insofar as it responds to matters raised in the informal Response which could not have been anticipated. The Panel will also consider the Respondent's supplemental filing insofar as this replies to that of the Complainant.

6.2. Substantive Issues

In terms of paragraph 4(a) of the .GE Policy, the Complainant must prove:

(i) that the disputed domain name is identical or confusingly similar to a trademark or service mark in which Complainant has rights; and

(ii) that Respondent has no rights or legitimate interests in respect of the disputed domain name; and

(iii) that the disputed domain name has been registered or is being used in bad faith.

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[2] Given the similarities between the .GE Policy and .GE Rules on the one hand, and the UDRP and associated rules on the other hand, the Panel considers some UDRP precedents as well as the applicable sections of the WIPO Overview 3.1 relevant to the present proceeding and will refer to them where appropriate (except to the extent of relevant differences between the policies, such as the absence of a conjunctive requirement for bad faith).

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 .GE Policy. WIPO Overview 3.1, section 1.2.1. The Complainant's registered mark is a combined figurative and word mark, in respect of which the registered word element is GOTRIP.

The word element of the Complainant's mark is reproduced within the disputed domain name absent the letter "o". A domain name which consists of a variation of a trademark (typically a common, obvious, or intentional misspelling, referred to as typosquatting) is considered by panels to be confusingly similar to the relevant mark for purposes of the first element. This stems from the fact that the domain name contains sufficiently recognizable aspects of the relevant mark. Under the second and third elements, panels will normally find that employing a misspelling in this way signals an intention on the part of the respondent (typically corroborated by infringing website content) to confuse users seeking or expecting the complainant. WIPO Overview 3.1, section 1.9.

Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the .GE Policy. WIPO Overview 3.1, section 1.7.

The applicable Top-Level Domain ("TLD") in a domain name is viewed as a standard registration requirement and as such is disregarded under the first element confusing similarity test. WIPO Overview 3.1, section 1.11.1. Accordingly, the existence of the country code TLD ("ccTLD") ".ge" in the disputed domain name does not dispel the finding of confusing similarity between the Complainant's GOTRIP trademark and the disputed domain name.

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

B. Rights or Legitimate Interests

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

Although the overall burden of proof in .GE Policy 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 often impossible 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. 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 based upon its contentions that the Respondent is not permitted to use the Complainant's GOTRIP mark, was not authorized by the Complainant to register and use the disputed domain name, and that it is not aware of the existence of any evidence demonstrating that the Respondent might be commonly known by a name corresponding to the disputed domain name as an individual, business, or other organization. The Complainant also relies upon the fact that the website associated with the disputed domain name offers services which are identical to and directly compete with the Complainant's services, which it asserts has given rise to actual confusion. Finally, the Complainant relies upon the fact that the Respondent was aware of the Complainant's activities as the Respondent worked with the Complainant as a contractor (driver) for over a year.

In these circumstances, the burden of production shifts to the Respondent and the Panel turns to the Respondent's case in answer. The essence of the Respondent's case on this topic is that the disputed domain name is descriptive and distinct from the Complainant's mark, being composed of "g" (representing Georgia) and "trip" (representing travel services). The Respondent explains that it aims to provide a noncommercial, community-based, social service through the website associated with the disputed domain name that facilitates direct connections between drivers and passengers completely free of charge and with no fees or commissions applied.

Dealing first with the alleged descriptive nature of the disputed domain name, the Panel considers that the majority of Internet users would not understand the composition of the disputed domain name to represent "g" for Georgia and the word "trip". For example, there is no evidence before the Panel that the letter "g" combined with an English word is commonly used to represent or is accepted as referring to Georgia in the manner alleged by the Respondent or that other websites and domain names have adopted any such convention that would be recognized by the typical Internet user. On the contrary, the Panel considers that such users would be more likely to see the disputed domain name as a misspelling of, or variant derived from, the Complainant's trademark and official domain name. While this is apparent to the Panel from an objective consideration of such composition alone, it cannot be overlooked that there is also supportive evidence in the present record indicating that at least one Internet user has actually been confused as to whether the disputed domain name was operated by the Complainant.

Turning to the Respondent's alleged provision of a noncommercial social service, this is effectively a submission in terms of paragraph 4(c)(iii) of the .GE Policy, namely an assertion that the Respondent is making a legitimate noncommercial or fair use of the disputed domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark at issue. The problem for the Respondent's case on this topic, however, is that even if the Respondent intends the website associated with the disputed domain name to operate a social service that is noncommercial (as far as the lack of fees or commissions payable to the Respondent is concerned) the function of such website is to facilitate commerce by introducing drivers to customers. Thus, the website facilitates paid transportation services between drivers and passengers and therefore has a commercial character regardless of whether the Respondent charges a commission – the underlying nature of such site is commercial even if those making money from it do not include the Respondent itself. Any doubt that the said site is commercial is immediately dispelled by the home page which offers a discount and actual prices for specific journeys.

This underlying commercial purpose also distinguishes the Respondent's use of the disputed domain name from an exercise of noncommercial free speech. While the Respondent states that its motivation for creating the said website was to address the unfair working conditions and high commission rates imposed by commercial platforms in Georgia, as well as to offer an alternative to practices that it claims it found detrimental to both drivers and passengers, such as unlimited, unpaid waiting times, there is a distinction to be drawn between a (hypothetical) site which protests about such alleged conditions and commission rates (in which a respondent might have been able to claim a legitimate interest subject to the considerations to be found in WIPO Overview 3.1, section 2.6) and the present site which provides a competing and commercial transportation intermediation service under a confusingly similar disputed domain name merely with the absence of fees and commissions accruing to the site operator. This use of the disputed domain name, being in competition with the Complainant's service under a confusingly similar name, cannot confer rights or legitimate interests upon the Respondent within the meaning of the .GE Policy.

In all of these circumstances, the Panel finds that the Respondent has not rebutted the Complainant's prima facie showing.

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

C. Registered or Used in Bad Faith

Under the .GE Policy, the Complainant needs only to establish registration or use in bad faith under the third element, not (as in the UDRP) a conjunctive requirement of both registration and use in bad faith. Nevertheless, in the present case, the Panel considers that the record demonstrates both registration and use in bad faith as discussed below.

On this topic, the Complainant points out that the disputed domain name is being used for a commercial website which offers a competing transportation intermediation service, in the same geographic location, under a disputed domain name that is confusingly similar to and is a typographical variant of its GOTRIP trademark. Its submission, in terms of paragraph 4(b)(iv) of the .GE Policy, is that by using the disputed domain name, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of such website. This submission is supported by evidence of an example of actual confusion described in the factual background section above.

In general terms, for bad faith registration or use to be made out under the .GE Policy, some form of targeting of the Complainant's rights must be demonstrated and at least, for bad faith registration, the fact that the Respondent had the Complainant or its rights in mind at the point when it registered the disputed domain name. The Complainant comprehensively shows this in the present case, because the evidence shows that the Respondent was one of the Complainant's driver-partners for around nine months before it registered the disputed domain name. While the Respondent argues that the terms of the Complainant's click-wrap contracts were not specifically brought to its attention, it cannot be denied that it was on notice as to the Complainant's rights, whether or not it read the specific contractual terms of engagement with the Complainant's platform. The Panel adds for completeness and for the Parties' convenience that its function is not to enforce the provisions of any such contract but rather to consider whether the Respondent knew of the Complainant and was targeting it by way of either (or both) registration or use of the disputed domain name.

Here, the fact that the Respondent operated as a participant on the Complainant's platform for nine months and then registered the disputed domain name, which itself is a typographical variant of and confusingly similar to the Complainant's trademark, speaks volumes to the Panel, as does the fact that the Respondent proceeded to develop a website which provides a competing transportation intermediation service. Such website is subject to an underlying commercial purpose, as discussed in the preceding section, notwithstanding the fact that the Respondent claims that it is noncommercial in nature and that the Respondent takes no profits from it. There is also some limited evidence in the record that the said website has caused actual confusion, but, more importantly, the Panel is satisfied that the necessary likelihood of confusion threshold set out in paragraph 4(b)(iv) of the .GE Policy has been passed in this case on the basis of (i) the Respondent's prior knowledge of the Complainant's mark, (ii) the selection of the confusingly similar typographical variant of such mark in the disputed domain name, and (iii) the use of the website associated with the disputed domain name to provide competing services with such mark, which use is likely to cause confusion as to source, sponsorship or endorsement of such website.

The Panel adds for completeness that it does not regard the Parties' negotiations regarding the proposed purchase of the disputed domain name and/or the related website as material to its decision here. Nor does it consider that the precise terms of the Parties' contractual arrangements (or whether the Respondent reviewed or was bound by these) are of any special significance to the present case beyond demonstrating that the Parties had a prior relationship which establishes the Respondent's knowledge and awareness of the Complainant's rights in its trademark, and, based upon the Respondent's use of the website associated with the disputed domain name, its intent to target the same.

The Panel finds the third element of the .GE Policy has been established.

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the .GE Policy and 15 of the .GE Rules, the Panel orders that the disputed domain name <gtrip.ge> be transferred to the Complainant.

/Andrew D. S. Lothian/
Andrew D. S. Lothian
Sole Panelist
Date: September 22, 2026