

ADMINISTRATIVE PANEL DECISION

Societe de Gestion Pierre Cardin v. Paris Group L.L.C.
Case No. DME2025-0015

1. The Parties

The Complainant is Societe de Gestion Pierre Cardin, France, represented by Tmark Conseils, France.

The Respondent is Paris Group L.L.C., United Arab Emirates, internally represented.

2. The Domain Name and Registrar

The disputed domain name <pierrecardin.me> is registered with Domain.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on June 10, 2025. On June 12, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 12, 2025, 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 (UNKNOWN) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 13, 2025, 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 June 18, 2025.

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 June 27, 2025. In accordance with the Rules, paragraph 5, the due date for Response was July 17, 2025. The Response was filed with the Center on July 17, 2025. The Complainant sent an email communication to the Center the same day, requesting a suspension of the proceeding. On the same date, the Center suspended the proceeding until August 16, 2025. On August 12, 2025, the Complainant requested the reinstatement of proceeding. The Center notified the Parties of the reinstatement of proceeding on August 19, 2025.

The Center appointed Assen Alexiev as the sole panelist in this matter on August 22, 2025. 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.

On August 28, 2025, the Panel issued his Procedural Order No.1, whereby he invited the Complainant to submit comments on the Response, and provided an opportunity to the Respondent to submit a reply to such comments of the Complainant. On August 28, 2025, the Complainant filed its comments on the Response. On the same date, the Panel issued his Procedural Order No.2, whereby he amended the deadline for the Respondent to submit a reply to the comments of the Complainant on the Response. On September 4, 2025, the Respondent filed its reply to the Complainant's comments on the Response.

4. Factual Background


The Complainant was founded in 1973 in France by the late Mr. Pierre Cardin ("Mr. Cardin"), the famous fashion designer. It is the exclusive licensee of the PIERRE CARDIN trademarks registered by Mr. Cardin around the world pursuant to a license agreement dated April 3, 2001. This license agreement expressly provides that it does not apply to trademark registrations that have already been or will be transferred to third parties, and also allowed the Complainant to register other PIERRE CARDIN trademarks on its own behalf. The Complainant is also the registered owner of the French trademark PIERRE CARDIN with registration No. 1374766, registered on March 20, 1987 for goods in International Class 3, originally registered by Mr. Cardin. The Complainant operates its official website at the domain name <pierrecardin.com>, registered on February 26, 1999.


With a notary-certified trademark assignment agreement dated June 25, 2007 between Mr. Pierre Cardin and Dr. Abdulkader Sankari ("Dr. Sankari"), Mr. Cardin assigned to Mr. Sankari the ownership of his PIERRE CARDIN trademarks registered in the United Arab Emirates, Saudi Arabia, Qatar, Oman, Yemen, Bahrain, Kuwait, Sudan, Lebanon, Palestine, Jordan, Mauritania, Algeria, Libya, Tunisia, Egypt, and Morocco in respect of the goods included in International Classes 18, 24, and 25.

Dr. Sankari has issued an authorization letter, whereby he authorizes the Respondent to use the PIERRE CARDIN trademarks registered in the name of Dr. Sankari in the United Arab Emirates, Saudi Arabia, Qatar, Oman, Yemen, Bahrain, Kuwait, Sudan, Lebanon, Palestine, Jordan, Mauritania, Algeria, Libya, Tunisia, Egypt and Morocco for a ten-year period starting on January 1, 2019 on a non-exclusive basis.

The Respondent has in turn issued an authorization letter, whereby it authorizes the entity Pierre Cardin Paris L.L.C. to operate e-commerce websites and physical retail stores selling PIERRE CARDIN branded goods in the United Arab Emirates, Saudi Arabia, Qatar, Oman, Yemen, Bahrain, Kuwait, Sudan, Lebanon, Palestine, Jordan, Mauritania, Algeria, Libya, Tunisia, Egypt, and Morocco for the period between March 1, 2019 and January 1, 2029.

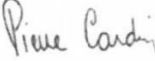
Dr. Sankari is the registered owner of a number of trademark registrations for different variations of the PIERRE CARDIN trademark, including the following representative registrations:


- the International trademark  with registration No. 397705G, registered on May 11, 1973 for goods in International Classes 18, 24, and 25, originally registered by Mr. Cardin;

- the International trademark  with registration No. 367442G, registered on May 15, 1970 for goods in International Classes 18, 24, and 25, originally registered by Mr. Cardin;

- the Moroccan trademark PIERRE CARDIN with registration No. 236698, registered on April 18, 2022 for goods in International Classes 18, 24, and 25;

- the Jordanian trademark PIERRE CARDIN with registration No. 93060, registered on August 14, 2007 for goods in International Class 25;

- the Bahraini trademark  with registration No. 1/112239, registered on July 11, 2017 for goods in International Class 25; and

- the United Arab Emirates trademark  with registration No. 104613, registered on June 17, 2010 for goods in International Class 24.

The disputed domain name was registered on July 31, 2019. It resolves to an English language website that displays the PIERRE CARDIN trademark and offers for sale various goods under this trademark with prices indicated in United Arab Emirates Dirham (“AED”). The website displays at its header the text: “We only ship to United Arab Emirates | Saudi Arabia | Oman | Bahrain | Qatar | Yemen | Kuwait | Jordan | Lebanon | Palestine | Egypt | Libya | Sudan | Mauritania | Algeria | Tunisia | Morocco”, and includes the copyright notice “© Pierre Cardin Paris LLC 2025”. The Terms of Service of the website state that it is operated by Pierre Cardin Paris L.L.C. and/or its affiliates globally.

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.

The Complainant states that the disputed domain name reproduces identically the PIERRE CARDIN trademark and is registered in the “.me” country code Top-Level Domain (“ccTLD”) for Montenegro. It maintains that, given the fame, extensive reputation and worldwide notoriety of the PIERRE CARDIN trademark, the public would expect the owner and user of the disputed domain name to be associated with the Complainant and is likely to mistakenly believe that it is the official online presence of the Complainant in Montenegro.

The Complainant states that it has never granted any authorization to the Respondent to use the PIERRE CARDIN trademark in Montenegro or to register or operate a domain name incorporating the trademark. The Complainant submits that, by registering the disputed domain name, the Respondent illegitimately attempts to extend or imply rights that may exist elsewhere, despite having no legal grounds or trademark rights in Montenegro. According to the Complainant, this suggests a deliberate attempt to mislead consumers and exploit the reputation of the trademark holder and shows an intent to disrupt the Complainant’s online activities and to take unfair advantage of the reputation and goodwill associated with the PIERRE CARDIN trademark.

According to the Complainant, the Respondent has no rights or legitimate interests in respect of the disputed domain name, because the Complainant’s PIERRE CARDIN trademark, domain names and company name have been used on a worldwide basis for many decades. The Complainant states that it promotes its products, services and related activities directly or via partners and authorized licensees. The Complainant notes that it has registered the PIERRE CARDIN trademark in numerous countries around the world and uses a corporate name and various domain names incorporating the PIERRE CARDIN trademark to promote its activities and products through various global and local official websites. The Complainant states that it is the sole legitimate owner of the trademark, corporate name, and domain name made of or including PIERRE CARDIN.

The Complainant submits that it has not authorized any third party to identify itself to the public as PIERRE CARDIN in a domain name. The Complainant maintains that PIERRE CARDIN is not a generic term but a registered distinctive and famous trademark owned by the Complainant. According to it, there is no legitimate reason why the Respondent would incorporate the Complainant’s well-known trademark in the disputed domain name. In the Complainant’s view, there is no legitimate basis for the registration by the Respondent of a domain name reproducing identically the distinctive and famous PIERRE CARDIN trademark of the Complainant. The Complainant notes that it was founded in 1950 and enjoys a solid

reputation in the fashion industry, so the Respondent must have been aware of the PIERRE CARDIN trademark. According to the Complainant, the Respondent has impermissibly taken advantage of the Complainant's commercial interest in its PIERRE CARDIN trademark and has registered the disputed domain name because of its connection to the Complainant, its trademark and goods and services in the fields of fashion. According to the Complainant, the Respondent's use of the disputed domain name linked to the Complainant's PIERRE CARDIN trademark will generate a larger audience than would likely have been the case if the Respondent chose a domain name that was not confusingly similar to a famous mark.

The Complainant contends that the disputed domain name was registered and is being used in bad faith. It maintains that, taking into consideration the protection and constant use by the Complainant of the PIERRE CARDIN trademark worldwide, there is no chance of it having been registered by the Respondent by coincidence. According to the Complainant, considering the attractiveness of the name PIERRE CARDIN in relation with clothing, accessories, bags, jewelry, and design, the registration of the disputed domain name was done in bad faith, as the Respondent was inevitably aware of the existence of the Complainant's prior rights when the disputed domain name was registered. The Complainant notes that a simple Internet check via Google indicates the existence of the Complainant's long-term activity under the name PIERRE CARDIN and the Complainant's website appears as the first results on Google with the keywords "Pierre Cardin". In the Complainant's view, the reproduction of the Complainant's trademark in the disputed domain name proves the Respondent was aware of the existence of the Complainant's trademark and selected the disputed domain name to exploit the Complainant's goodwill and reputation in its PIERRE CARDIN trademark and to mislead Internet users.

The Complainant maintains that the website at the disputed domain name imitates the official PIERRE CARDIN website. According to it, the choice of the ".me" ccTLD is not fortuitous, and the registrant could not have been unaware of the international reputation of the PIERRE CARDIN trademark, which also extends to Montenegro, where the brand enjoys a significant and well-established presence, which potentially leads the public to believe that the website at the disputed domain name is officially associated with the Complainant and its trademark in Montenegro.

The Complainant submits that the Respondent has no authorization to register a domain name related to a territory in which no rights have been granted to it. The Complainant notes that the Respondent uses the disputed domain name in connection with a website which impersonates the Complainant and is being used as part of a dishonest and fraudulent scheme to make Internet users believe that the Respondent's website is created by the Complainant or approved by it for the territory of Montenegro.

According to the Complainant, the Respondent illegitimately attempts to extend or imply rights that may exist elsewhere, despite having no legal grounds or PIERRE CARDIN trademark rights in Montenegro, which suggests a deliberate attempt to mislead consumers and exploit the reputation of the trademark holder. The Complainant maintains that there will be confusion, as a substantial proportion of Internet users visiting the website at the disputed domain name will be doing so in the expectation of reaching a site of, or authorized by, the Complainant. When they reach the site, they may realize that they have been mistaken, but in any event the objective of bringing them there will have already been achieved.

The Complainant states that the Respondent illegitimately identifies itself as the Complainant in a confusing manner and attracts visitors to the website at the disputed domain name by trading off on the Complainant's goodwill in its PIERRE CARDIN trademark for its own monetary benefit. According to the Complainant, the Respondent derives income from its activities, which include the illegal sale of counterfeit products, such as clothes and bags. According to the Complainant, the Respondent is also trying to disrupt the Complainant's business.

The Complainant notes that mail exchanger records (MX records) have been set up for the disputed domain name, so the Respondent might be using the disputed domain name for spamming or phishing attacks. According to the Complainant, the use of the disputed domain name in emails that do not originate with the Complainant presents a risk to the reputation of the PIERRE CARDIN trademark and of the Complainant.

With its supplementary submission allowed by the Panel through his Procedural Order No.1, the Complainant makes the additional statements summarized below.

According to the Complainant, the trademark assignment agreement signed in 2007 between Mr. Cardin and Dr. Sankari does not justify the Respondent's registration of the disputed domain name, even if this agreement is enforceable.

The Complainant maintains that it remains the owner of numerous valid and enforceable trademark registrations for PIERRE CARDIN worldwide, including throughout Europe and beyond, and a private contractual arrangement cannot, under international trademark law, negate or override the Complainant's existing and ongoing trademark rights, and cannot alter the Complainant's continued legal status as the global rights holder of the PIERRE CARDIN trademark.

The Complainant notes that the scope of the assignment agreement between Mr. Cardin and Dr. Sankari is confined to certain Middle Eastern and North African countries, and Montenegro is not among them. The disputed domain name, however, is registered under the ".me" ccTLD, which is officially designated to Montenegro, and the registration of a domain name under a Montenegrin extension cannot be justified by trademark rights limited to other territories. According to the Complainant, the Respondent attempts to extend a regional contractual arrangement far beyond its legitimate scope, effectively creating a global online presence under the Complainant's famous trademark without authorization, which is territorial overreach, as whatever limited rights Dr. Sankari may have obtained contractually, they do not and cannot justify the registration of a domain name with worldwide visibility under a country-code extension where no rights exist. The Complainant adds that the Respondent has no trademark registrations, business presence, and no contractual rights in Montenegro.

The Complainant disputes the Respondent's contention that the ".me" ccTLD should be understood as an abbreviation for "Middle East", and points out that it is officially delegated to Montenegro by ICANN, and Montenegro has officially adopted the UDRP for resolving disputes involving ".me" domain names. By virtue of ICANN's delegation, the ".me" ccTLD operates as the sole country-code for Montenegro, similar to ".fr" for France or ".de" for Germany, and Montenegrin government institutions, universities, and public bodies actively use ".me" for their official websites. The Complainant also refers to previous UDRP decisions, where Panels have recognized that the ".me" ccTLD designates Montenegro.

According to the Complainant, the above shows that the ".me" ccTLD is not and cannot be an abbreviation for "Middle East", and while some businesses may use it creatively in marketing contexts, such practices do not alter the authoritative international designation, because its official designation is not a matter of interpretation or marketing practice, but a matter of international technical and legal governance of the Domain Name System (DNS). The Complainant maintains that ".me" is therefore firmly and publicly associated with Montenegro in international practice, so consumers encountering a domain name ending in ".me" are therefore likely to associate it with Montenegro and with the Complainant's operations in that jurisdiction, and the Respondent's disclaimers and delivery restrictions do not cure this confusion.

The Complainant adds that by registering the disputed domain name, the Respondent has prevented the Complainant from securing its own domain name under the Montenegrin country-code extension.

According to the Complainant, the fact that the Respondent claims contractual rights in certain Middle Eastern territories does not negate bad faith, as even authorized distributors or licensees are not entitled to register domain names identical to the trademark owner's trademark without explicit permission. The Respondent's reliance on shipping restrictions, price displays in local currency, and disclaimers on its website does not cure the confusion created by the domain name itself. Moreover, the list of countries displayed on the website is not limited to Middle Eastern jurisdictions, but also includes North African countries, so the Respondent cannot credibly claim that the ".me" extension exclusively to the Middle East, since its own delivery list extends beyond that region.

The Complainant adds that the presence of MX records for the disputed domain name, even absent evidence of active phishing, has been recognized as a strong indicator of bad faith because of the inherent risk of email fraud, phishing, and impersonation.

B. Respondent

The Respondent explains that it was founded in 1983 by Dr. Sankari and is a conglomerate headquartered in the United Arab Emirates. It states that pursuant to the 2007 assignment agreement between Mr. Cardin and Dr. Sankari, all rights, title, and interest in and to the PIERRE CARDIN trademarks, together with all related and ancillary rights, were irrevocably sold to Dr. Sankari with respect to the United Arab Emirates, Saudi Arabia, Qatar, Yemen, Bahrain, Kuwait, Sudan, Lebanon, Palestine, Jordan, Mauritania, Algeria, Libya, Tunisia, Egypt, and Morocco in terms of all goods in International Classes 18, 24, and 25. Accordingly, Dr. Sankari is the exclusive and legitimate owner of all these trademarks in the above territories, including all rights arising under or in relation to them. The Respondent adds that the assignment agreement was successfully executed and all envisaged rights and trademark transfers were completed in accordance with the official procedures. The Respondent points out that under the assignment agreement, Mr. Cardin represented and guaranteed that “he has the full ownership of the PIERRE CARDIN trademark and that he is able to freely make the assignment”, and the same agreement also provides that all rights previously granted to the Complainant concerning the PIERRE CARDIN trademarks in the territory of the agreement were expressly and irrevocably cancelled. As a result of this contractual provision, the Complainant does not hold any right or entitlements whatsoever in relation to the PIERRE CARDIN trademarks within the specified territory in respect of goods in International Classes 18, 24, and 25. The sole and exclusive legitimate rights holder in the specified territory is Dr. Sankari, who retains full authority over the exploitation, commercialization, and protection of these trademarks.

The Respondent further states that Dr. Sankari, as the trademark owner, has authorized it on January 1, 2019 to exploit and commercialize the PIERRE CARDIN trademarks in the United Arab Emirates, Saudi Arabia, Qatar, Yemen, Bahrain, Kuwait, Sudan, Lebanon, Palestine, Jordan, Mauritania, Algeria, Libya, Tunisia, Egypt, and Morocco, including but not limited to by means of domain name registrations, commercial license applications, and brand-related operations. Accordingly, the disputed domain name was registered by the Respondent under valid legal authority, as part of a lawful and authorized exploitation of the trademark rights entrusted to it. Hence, the disputed domain name has been registered and owned by a duly authorized party holding rights to the PIERRE CARDIN trademarks.

The Respondent states that it is not attempting to use a trademark that is identical or confusingly similar to the Complainant’s trademark, but is using the legitimately-owned PIERRE CARDIN trademark of Dr. Sankari in International Classes 18, 24 and 25 in the respective territories.

The Respondent maintains that the “.me” extension, while formally classified as the ccTLD for Montenegro, holds a special and widely recognized international character. The Government of Montenegro has intentionally liberalized its registration policy, allowing global access without imposing any domicile or nationality restrictions. Consequently, numerous individuals and commercial entities worldwide have adopted “.me” domain names, and Google officially treats the “.me” ccTLD as a generic top-level domain (“gTLD”) rather than as a country-specific domain, and its algorithms do not associate “.me” domain names exclusively with Montenegro, but instead consider them as generic TLDs such as “.com”, “.net”, and “.org” domain names in terms of global reach. The Respondent maintains that the registration and use of a “.me” domain name does not, in and of itself, imply any geographic targeting or local connection with Montenegro, but is consistent with a legitimate international commercial and individual use. It notes that “.me” is widely recognized as a common abbreviation for the “Middle East”, since there is no specific top-level domain for this region, and many companies and brands operating in or targeting the Middle East use “.me” domain names for their online presence. According to the Respondent, the use of a “.me” domain name by the Respondent, who owns valid trademark rights in several Middle Eastern countries, is entirely appropriate, legitimate, and consistent with common regional practice.

The Respondent states that it selected the disputed domain name with the intention of indicating that its commercial operations are geographically limited to the Middle East region. This choice reflects not only the territorial scope of Dr. Sankari's trademark rights, which the Respondent is entitled to exploit, but also aligns with the widely recognized use of the ".me" extension as an abbreviation for "Middle East", particularly in the absence of a dedicated regional top-level domain. The Respondent maintains that this use is neither misleading nor in bad faith.

The Respondent states that it conducts its online business through the entity Pierre Cardin Paris LLC, which is duly established in Dubai and was authorized by the Respondent to conduct online business activities and operate e-commerce platforms through the disputed domain name.

The Respondent points out that it has taken proactive and transparent steps to avoid any confusion regarding the operation of the disputed domain name. Specifically, the Respondent identifies the legal entity responsible for operating the disputed domain name in the Terms and Conditions and Privacy Policy sections of its website. This disclosure ensures that visitors, customers, and third parties are properly informed about the party operating the website, eliminating any potential for misunderstanding or misrepresentation. The Respondent notes that it has placed a prominent disclaimer at the top of each page of the website, stating: "We only ship to the United Arab Emirates, Saudi Arabia, Oman, Bahrain, Qatar, Yemen, Kuwait, Jordan, Lebanon, Palestine, Egypt, Libya, Sudan, Mauritania, Algeria, Tunisia, Morocco." This clear and consistent notice reflects the Respondent's intention to limit its commercial activities strictly to the region in which Dr. Sankari - the owner of PIERRE CARDIN trademark for International Classes 18, 24, 25 in these territories, holds legitimate rights. The Respondent maintains that its commercial activities are confined to the region where it holds authorized trademark rights and that it has no intention to encroach upon any third-party rights outside of that region.

The Respondent points out that the territorial restriction is further confirmed through the purchasing process on the website at the disputed domain name. When a user adds items to the shopping basket and proceeds to checkout, the available shipping destinations are limited exclusively to the countries within the aforementioned territory, no shipping option is provided outside these designated countries, and the prices of the products are displayed in United Arab Emirates Dirham, further emphasizing that the Respondent's commercial activities are focused solely on the Middle East region.

The Respondent states that it does not have any bad faith or intention and is just exercising its legitimate rights, without seeking to take an unfair advantage of the Complainant's trademark rights.

The Respondent further states that all product designs displayed on the website at the disputed domain name are the original and exclusive creations of the Respondent, who allocates significant budgets and resources to the development of its commercial offerings. The visual and artistic materials featured on the website, including product images, layout elements, and promotional graphics, are the direct result of the Respondent's creative activities, and all associated intellectual property rights are fully reserved by the Respondent. These products are authentic and independently developed, reflecting the Respondent's investment in quality and originality.

The Respondent highlights that PIERRE CARDIN is a territorially-fragmented brand, with trademark rights granted to different entities across various countries and regions. As a result, there are numerous independent trademark rights holders around the world who lawfully operate their respective businesses under the name Pierre Cardin within their authorized territories. Consequently, multiple official websites and online platforms exist, each used by a different rights owner to promote and sell products under the brand in their authorized jurisdictions. This decentralized structure is an inherent and accepted characteristic of the PIERRE CARDIN brand. Given that the brand originates from the legacy of Mr. Cardin himself and that all trademark rights along with related commercial and intellectual property rights have been lawfully transferred to authorized entities in various jurisdictions, each legitimate trademark holder is fully entitled to reflect and indicate the brand's heritage, vision, and historical identity in connection with their authorized use. This includes referencing the origins of the brand, the designer's legacy, and the global recognition of the brand as a symbol of innovation and style. These references are not only consistent with standard branding

practices globally but are also a natural and lawful expression of the Respondent's legitimate affiliation with the brand.

The Respondent points out that the Complainant does not have an active online shopping website and has no rights and authority and therefore no commercial activity in the territories where Dr. Sankari has trademark rights, so that the Parties are not even competitors in respect of the products for which the Respondent has an active business.

In its comments on the Complainant's supplementary submission allowed with Procedural Order No.1, the Respondent makes the additional statements summarized below.

The Respondent points out that the 2007 assignment agreement expressly cancelled any and all rights previously held by Société de Gestion Pierre Cardin (the Complainant) in relation to the PIERRE CARDIN trademarks within the relevant territory. Consequently, the Complainant has no legal standing or rights in respect of the PIERRE CARDIN trademarks in this territory and may not restrain the real legitimate right owner to legally operate.

According to the Respondent, the fact that the Center is vested with authority to resolve disputes concerning ".me" domain names under the UDRP underscores the international character of the ".me" domain. Accordingly, the Complainant's allegation that registration of a ".me" domain somehow implies an unlawful territorial claim is without any merit. The ".me" domain extension is inherently of an international character, a fact expressly recognized and reinforced by the Government of Montenegro itself. The Montenegrin authorities have deliberately not restricted the use of the ".me" domain to Montenegrin businesses or residents; rather, they have opened it to global registration and expressly permitted parties worldwide to acquire and use it. As expressly stated in the official ".me" domain name policies and by the Center, ".me" is an unrestricted domain, available internationally, while only the ".net.me" and ".org.me" extensions are reserved for individuals and entities domiciled in Montenegro. This open policy reflects the Montenegrin government's strategic choice to make ".me" a global, versatile domain. Therefore, the ".me" extension is widely used by international companies and brands, not as a reference to Montenegro, but as a globally neutral and versatile domain. This approach is not unique, other country-code domains, such as ".tv" (Tuvalu) or ".co" (Colombia), are also widely used internationally, far beyond their geographical origins. The Respondent's registration and use of the disputed domain name are therefore consistent with both international practice and the unrestricted registration rules established in the ".me" domain Policies. Many international brands adopt ".me" to operate in regions such as the Middle East, where no specialized domain extension exists, as the letters "me" conveniently correspond to the abbreviation of "Middle East".

The Respondent maintains that it has confined the use of the disputed domain name exclusively to the Middle East, where it lawfully holds the PIERRE CARDIN trademark rights, and has never claimed any rights, presence, or business activity in Montenegro.

The Respondent notes that the Complainant attempts to mislead the Panel by citing irrelevant panel decisions that bear no similarity to the present case, as they refer to disputes that involved unauthorized third parties who had no legitimate trademark rights and registered domain names with the intent to take unfair advantage of another party's trademark.

According to the Respondent, the Complainant's reference to ".de" and ".fr" domain names is inapplicable, as those domains are strictly national and geographically restricted. A more accurate comparison would be the Colombian ".co" domain, which has been widely adopted internationally because "co" is commonly associated with "company" or "corporation", even when users have no connection to Colombia. The same principle applies to the ".me" domain: it has an international character and can be legitimately used by companies outside Montenegro, including for operations in the Middle East, without implying any claim to trademark rights or business presence in Montenegro.

The Respondent submits that the Complainant's claim that it is the "original" trademark owner, implying that the Respondent is somehow "not original", is misplaced, since Mr. Cardin legally assigned the relevant PIERRE CARDIN trademarks to Dr. Sankari in exchange for a considerable payment, and as a result, the assignee (Dr. Sankari) obtained full and lawful ownership of the trademarks under a legally-binding contractual agreement. Ownership of these trademarks is therefore grounded in a legally enforceable transfer, and Dr. Sankari the legitimate rights holder. Once Mr. Cardin completed the assignment, he relinquished all rights in the transferred trademarks and cannot continue to claim superiority as the "original" owner. While the historical origin of the PIERRE CARDIN brand underpins its value and was reflected in the price of the assignment, the Complainant cannot expect the assignees (the new right owners) to deny this historical source; doing so would be contrary to the nature of trademark assignment. Accordingly, the Complainant's attempt to label the Respondent as "not original" is not only misleading but also malicious, as it undermines a lawful and honest business operation and aims to unfairly remove the Respondent from the market, despite full compliance with the contractual and legal framework governing the trademark transfer.

The Respondent also disputes the Complainant's allegation that the Respondent's configuration of MX records for the disputed domain name, enabling the creation of email accounts, demonstrates bad faith. The Respondent submits that it is a professional company that conducts its business transparently and honestly, adhering to the highest industry standards. As is standard practice for all corporate entities, the Respondent maintains official email accounts associated with its domain name to carry out legitimate business activities within its authorized territory. For example, it uses an email account at the disputed domain name for official correspondence related to its business operations and for the purposes of the present proceeding. This ensures that customers can easily associate the email correspondence with the corresponding website.

6. Discussion and Findings

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 Selected UDRP Questions, Third Edition, ("[WIPO Overview 3.0](#)"), section 1.7.

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

The Complainant states that it is the sole legitimate owner of the trademark, corporate name, and domain name made of or including PIERRE CARDIN. However, as discussed below, one of the peculiarities of this case is the fact that the Respondent has also shown rights in respect of the PIERRE CARDIN trademark.

The entirety of the PIERRE CARDIN trademark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical to the PIERRE CARDIN trademark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

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

B. Rights or Legitimate Interests

The Panel finds that, before notice to the Respondent of the dispute, the Respondent has used the disputed domain name in connection with a bona fide offering of goods and services. [WIPO Overview 3.0](#), section 2.2.

The Respondent has submitted a copy of a notary-certified assignment agreement signed in 2007 between Mr. Cardin, the person who established this trademark and was its original owner, and Dr. Sankari. By virtue of this agreement, Mr. Cardin assigned all rights in the PIERRE CARDIN trademarks for the territories of the United Arab Emirates, Saudi Arabia, Qatar, Oman, Yemen, Bahrain, Kuwait, Sudan, Lebanon, Palestine, Jordan, Mauritania, Algeria, Libya, Tunisia, Egypt, and Morocco in respect of all goods in International Classes 18, 24 and 25.

The rights transfer effect of the above assignment agreement is evident from the fact that Dr. Sankari is currently registered as the owner of a number of PIERRE CARDIN trademarks that were originally registered by Mr. Cardin. The Complainant was provided an opportunity to submit comments on the Response, and it does not deny the existence, content and effects of this assignment agreement. Rather, it appears to acknowledge it through carefully worded expressions such as that “the Respondent attempts to extend a regional contractual arrangement far beyond its legitimate scope”.

Considering the above, the Panel accepts that the 2007 assignment agreement between Mr. Cardin and Dr. Sankari is valid and has produced legal effect, as a result of which Dr. Sankari has rights over a number of PIERRE CARDIN trademarks registered for various territories in the Middle East and North Africa in respect of the goods in International Classes 18, 24, and 25. Being the owner of these trademarks, Dr. Sankari should be regarded as enjoying all rights that stem from this ownership, including the right to use these trademarks as he deems fit, directly or through licensees (in any case, the Complainant has not submitted any evidence that Dr. Sankari’s rights have somehow been limited). By licensing the Respondent to use his trademarks, Dr. Sankari has validly exercised this right, and the Respondent should be regarded as having rights in the PIERRE CARDIN trademarks owned by Dr. Sankari for the purposes of the Policy (section 1.4.1 of the [WIPO Overview 3.0](#)), and these rights are not subordinated to the rights of the Complainant in the PIERRE CARDIN trademarks.

The disputed domain name is registered in the “.me” ccTLD, which has been designated by ICANN as the ccTLD for Montenegro. Article 3 “Available Names”¹ of the Policies of .ME Domain, issued by doMEn d.o.o., the registry services provider for .ME domain names, states the following:

“Second-Level Registrations: domainname.me

.ME domain names are available to any individual or corporation worldwide without restriction or specific requirements.

Third-Level Registrations: domainname.net.me

Only individuals and entities of Montenegro are allowed to register third-level .ME domain names. [...]

The above provision shows that, even though “.me” is officially the ccTLD for Montenegro, any entity without any connection to Montenegro is allowed to register second level “.me” domain names (such as the disputed domain name) without any eligibility requirements, in contrast with the nationality requirements for the registration of third level “.me” domain names.

The official website of the registry services provider for .ME domain names also contains an article with the title “.ME Fits The Middle East (Like No Other Domain)”, published on February 24, 2022,² which contains excerpts of an interview of the registry’s CEO for Forbes Middle East. This article contains the following statements:

¹ “<https://domain.me/policies/#available-names>”

² “<https://domain.me/me-fits-the-middle-east-like-no-other-domain/>”

“Currently, .ME portfolio includes over 1.2 million domain names, with more than 350 accredited vendors worldwide and customers from more than 200 countries and territories.”

“We are fighting for our place in these markets, especially the Middle East, because there is a clear connection between .ME domains and the widely accepted regional abbreviation for the Middle East which is ‘me’.”

“So, instead of having to use specific country-level domains for Middle Eastern countries (such as .il, .ir, or .eg), companies can simply use .ME. Now they can build everything in one place, in one online hub, for all Middle Eastern countries [...].”

“More specifically, .ME had the highest growth rate in the United Arab Emirates, Saudi Arabia, and Egypt, with the average number of newly created domains in these countries increasing by 68%, 19.5%, and 38%, respectively.”

The above article shows that the registry for “.me” domain names actively promotes these domain names across jurisdictions.

The Complainant states that Internet users would regard a “.me” domain name as connected to Montenegro, but provides no supporting evidence, and in view of the registration policies adopted for it and the statements of the registrar of “.me” domain names, and the multitude of registrations of “.me” domain names by entities seemingly unrelated to Montenegro, there is no basis for a conclusion that it is more likely than not that Internet users would make such a connection, and in any event that is beyond the scope of this Decision.

The Respondent’s website at the disputed domain name identifies its provider and contains a prominent notice that goods purchased on it can only be shipped to specific countries, and these are precisely the countries in the Middle East and North Africa for which Dr. Sankari has trademark rights for PIERRE CARDIN and for which he has authorized the Respondent to use its trademarks. The website also contains links to “Pierre Cardin MENA” or similarly-named profiles on Facebook, LinkedIn, Instagram, Snapchat, Tiktok, etc., and does not target or mention Montenegro. The Complainant does not dispute that the Respondent’s shipment restrictions have been consistently applied in practice and has not submitted any evidence in support of its allegation that the Respondent is offering for sale counterfeit products or impersonating the Complainant.

Considering the above, the Panel accepts as plausible the Respondent’s explanation that it has registered the disputed domain name in “.me” ccTLD due to the connection that it apparently evokes with the Middle East (rather than due to its formal connection to Montenegro), and that it has been used for the Respondent’s business in this region on the basis of a valid authorization by a legitimate trademark holder. There is no evidence in the case file to support a conclusion that this activity has not been carried out in good faith.

All the above leads the Panel to the conclusion that before notice of the dispute, the Respondent has used the disputed domain name in connection with a bona fide offering of goods and services.

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

C. Registered and Used in Bad Faith

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 rights.

As already discussed above in this decision, the evidence in the case supports a conclusion that the Respondent has registered the disputed domain name on the basis of a valid authorization by a legitimate trademark holder of the PIERRE CARDIN trademark, and so far as the record shows has used it solely within the territories for which this trademark holder has rights in the PIERRE CARDIN trademark. There is

no evidence that the Respondent has targeted other regions with its commercial activities, and as stated above, that would in any event be beyond the scope of the present Decision. This supports a conclusion that the Respondent is carrying out a legitimate activity in good faith, which excludes a finding of bad faith registration and use of the disputed domain name.

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

7. Decision

For the foregoing reasons, the Complaint is denied.

/Assen Alexiev/

Assen Alexiev

Sole Panelist

Date: September 15, 2025