

ADMINISTRATIVE PANEL DECISION

LRC Products Limited v. Ssomya Bhatia, RM Estate

Case No. DME2025-0025

1. The Parties

The Complainant is LRC Products Limited, United Kingdom, represented by Studio Barbero S.p.A., Italy.

The Respondent is Ssomya Bhatia, RM Estate, United Arab Emirates.

2. The Domain Name and Registrar

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

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on September 3, 2025. On September 3, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 3, 2025, the Registrar 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 Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on September 9, 2025. In accordance with the Rules, paragraph 5, the due date for Response was September 29, 2025. The Respondent sent an email communication to the Center on September 9, 2025, through the concerned Registrar’s contact form. The Respondent sent another email communication to the Center on September 19, 2025. On September 22, 2025, the Complainant informed the Center confirming that it did not wish to explore settlement and requested that the case proceed to decision.

The Center appointed Charles Gielen as the sole panelist in this matter on October 8, 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.

4. Factual Background

The Complainant was founded by LA Jackson as The London Rubber Company in 1915, selling imported condoms and barber shop supplies. In 1929, the trade mark DUREX was registered and the condoms started to be produced under said trade mark in the 1930s. In 2010, the Complainant was acquired by Reckitt Benckiser Group plc, a global leader in consumer health, hygiene and home products. The Complainant has been making and commercializing under the trade mark DUREX, which stands for the abbreviation of “Durability, Reliability and Excellence”, in connection with high quality condoms for over 95 years and the DUREX products are sold in almost 200 countries worldwide. DUREX is one of the top-selling condom brands worldwide and is the market leader in approximately 40 countries. Besides the traditional advertising channels, DUREX products have been also widely promoted via social media.

The Complainant is the owner of a number of national and international registrations for the trade mark DUREX, including the following:

- European Union trade mark registration No. 000200907 for DUREX (word mark), filed on April 1, 1996, and registered on December 16, 1999, in classes 1, 5, 9, 10, 16, 17, 21, 25, 37, 41 and 42;
- European Union trademark registration No. 002641850 for DUREX (word mark), filed on March 25, 2002, and registered on September 8, 2003, in classes 18, 25 and 28;
- International trade mark registration No. 1684485 for DUREX (word mark), registered on June 10, 2022, in class 10;
- United Arab Emirates trademark registration No. 3984 for DUREX (word mark), filed on of January 4, 1994, registered on February 4, 1996 in class 10.

In order to further support the protection of the DUREX trade mark on the Internet, the word “durex” and variations thereof were registered as domain name in numerous generic Top-Level Domains (“gTLD”) and country-code Top-Level Domains (“ccTLD”), including <durex.com>. For its business in the Middle East, the Complainant also uses the domain name <durexme.com>.

The disputed domain name was registered on May 29, 2025, and resolves to a website which displays the trade mark DUREX as well as the announcement “Launching Soon” and “Contact Us” with a form requiring users to provide their names and email addresses to deliver messages to the Respondent. Moreover, users are invited to subscribe to an “email list for updates, promotions, and more”. After the Complainant sent a cease-and-desist letter to the Respondent via its representative, the website was slightly amended with the addition of the indication “website for sale contact: [...]@gmail.com”. Since the cease-and-desist letter remained unanswered, the Complainant sent a reminder to this email address. The Respondent answered by saying that he would be “open to discussing a mutually agreeable commercial arrangement” for the transfer of the disputed domain name to the Complainant. The Complainant subsequently requested to clarify the amount he would have desired for transferring the disputed domain name to the Complainant. The Respondent replied indicating that he was willing to transfer the disputed domain name to the Complainant for USD 300,000 or to be open to “reasonable negotiations” in case the Complainant wished to make a counteroffer. In view of the fact that this amount is far from out-of-pocket costs, this Complaint was filed.

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain name is identical to the Complainant's trade mark. The disputed domain name incorporates the Complainant's registered trade mark DUREX in its entirety. Therefore, the disputed domain name is confusingly similar to the trade mark in which the Complainant has rights. As to the addition of the ccTLD ".me", many decisions as well as section 1.11 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)") found that the Top-Level Domain is merely instrumental to the use on Internet and shall be disregarded for the determination of confusing similarity.

Furthermore, the Complainant contends that the Respondent does not have any rights or legitimate interests in the disputed domain name. The Complainant gives several reasons for this. First, the Respondent is not a licensee, an authorized agent of the Complainant or in any other way authorized to use the Complainant's trademark DUREX. Second, the Respondent, whose name is Ssomya Bhatia according to the signature of his email communications, is not commonly known by the disputed domain name as an individual, business or other organization and "Durex" is not the family name of the Respondent. Third, the trade mark DUREX is a coined mark without any specific meaning. Fourth, the DUREX trade mark has been registered and used for several years in several countries of the world, it enjoys a widespread reputation and high degree of recognition. Therefore, the DUREX mark is not one that traders could legitimately adopt other than for the purpose of creating the impression of an association with the Complainant. Finally, the use of the disputed domain name and the correspondence sent to the Complainant clearly show that the Respondent has never had any intention to use the disputed domain name in connection with a bona fide offering of goods or services or for a legitimate noncommercial or fair use. The Respondent did not provide any explanation as to the rationale of his selection of the disputed domain name other than to derive profits from his sale to the Complainant for an amount exceeding the out-of-pocket costs.

Finally, the Complainant argues that the Respondent registered and is using the disputed domain name in bad faith. With respect to the bad faith registration, the Complainant argues that its trade mark is widely known and is intensively being used via its official website and on social medias. According to the Complainant, the misappropriation of a well-known trade mark as a domain name by itself constitutes bad faith registration for the purposes of the Policy. It is inconceivable that the Respondent was not well aware of the Complainant's trade mark rights at the time of the registration of the disputed domain name. With respect to the bad faith use of the disputed domain name, the Complainant argues the following. First, it is clear from the correspondence between the Complainant and the Respondent that the Respondent offered the disputed domain name for sale for an amount of USD 300.000, - which is an amount that is well in excess of the out-of-pocket costs directly related to the disputed domain name. Such conduct where a respondent registers domain names corresponding to a third-party trademark for subsequent resale, in all likelihood to the trademark owner, amounts to bad faith. Second, the Complainant submits that by using the disputed domain name, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to his website, by creating a likelihood of confusion with the Complainant's trade mark as to the source, sponsorship, affiliation, or endorsement of his website.

In view of the above, the Complainant contends that the Respondent registered and used the disputed domain name in bad faith and its conduct falls within the meaning of paragraph 4(a)(iii) of the Policy.

B. Respondent

The Respondent did not formally reply to the Complainant's contentions. However, the Respondent indicated that while open to a settlement regarding the disputed domain name, he requires fair compensation.

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 trade mark and the disputed domain name. [WIPO Overview 3.0](#), section 1.7.

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

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

Therefore, the requirement under paragraph 4(a)(i) of the Policy is met.

B. Rights or Legitimate Interests

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

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative", requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. [WIPO Overview 3.0](#), section 2.1.

Having reviewed the available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant's prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

First, the Respondent did not show that it owns any rights to the name "durex" nor that it has any license from the Complainant to use its DUREX trade mark. Second, the Respondent did not argue that it is commonly known, or that it has ever been known under the name "durex". Furthermore, the Panel did not find any evidence that the Respondent has used, or prepared to use, the disputed domain name in connection with a bona fide offering of goods or services. On the contrary, the disputed domain name resolves to a website indicating that the website is for sale with an email address to contact. After the Complainant contacted the Respondent, the Respondent said it would be willing to transfer the disputed domain name against payment of an amount of USD 300,000. Such amount clearly exceeds the Respondent's costs in relation to the disputed domain name. Such behavior can never establish any right or legitimate interest in the disputed domain name.

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

C. Registered and Used in Bad Faith

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

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. [WIPO Overview 3.0](#), section 3.2.1.

Having reviewed the available record, the Panel notes first of all the distinctiveness and reputation of the Complainant's trade mark and the fact that the trade mark is a coined word. The Panel agrees with the Complainant that it is inconceivable that the Respondent was not well aware of the Complainant's trade mark rights at the time of the registration of the disputed domain name. Furthermore, the bad faith of the Respondent follows from the fact that upon receipt of a cease-and-desist letter as well as a reminder the Respondent offered the disputed domain name for sale for an amount of USD 300,000 which exceeds the out-of-pocket costs directly related to the disputed domain name.

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

7. Decision

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

/Charles Gielen/

Charles Gielen

Sole Panelist

Date: October 21, 2025