Decision for dispute CAC-UDRP-108227

Case number	CAC-UDRP-108227
Time of filing	2025-12-09 14:42:02
Domain names	tadblu.com, tadblu-usa.com

Case administrator

Name	Olga Slanařová (Case admin)

Complainant

Organization	TADBLU, Besloten Vennootschap

Complainant representative

Organization	Winger Trademarks BV

Respondent

Organization	Aandachttrekkers

OTHER LEGAL PROCEEDINGS

The Panel is not aware of any other legal proceedings which are pending or decided and which relate to the disputed domain names.

IDENTIFICATION OF RIGHTS

The Complainant relies on registered trademark rights in TADBLU including the International mark no. 1437413 in class 14 designating the EU, UK and Australia as well as Australian, UK and Benelux marks from 2018.

FACTUAL BACKGROUND

The Complainant is a Belgian business that sells “memory jewellery” online and has used the disputed domain names for its online business since 2017.

In 2023 the Complainant engaged the Respondent, a Dutch communications/advertising agency, to assist with branding, a new website and related services, based on an offer dated 2 November 2023. For execution of the project, the Respondent was given technical access codes connected with the disputed domain names.

In 2025, the Complainant noticed that it no longer owned the disputed domain names and that behind a privacy provider, the Respondent had become listed as the owner. Demands to transfer it back have been refused.

PARTIES CONTENTIONS

The Complainant seeks transfer of the disputed domain names.

The Complainant argues that (i) the disputed domain names are identical or confusingly similar to the Complainant's TADBLU mark; (ii) the Respondent has no rights or legitimate interests and had no authority to take ownership of the registrations; and (iii) the Respondent registered and is using the disputed domain names in bad faith by transferring them to itself and retaining them as leverage in a deteriorating commercial relationship.

The Respondent asks that the Complaint be denied and requests a finding of reverse domain name hijacking. It argues that the transfer occurred with cooperation and approval, and that it therefore has a legitimate interest and did not act in bad faith.

RIGHTS

The Complainant has, to the satisfaction of the Panel, shown the disputed domain names are identical or confusingly similar to a trademark or service mark in which the Complainant has rights (within the meaning of paragraph 4(a)(i) of the Policy).

NO RIGHTS OR LEGITIMATE INTERESTS

The Complainant has, to the satisfaction of the Panel, shown the Respondent to have no rights or legitimate interests in respect of the disputed domain names (within the meaning of paragraph 4(a)(ii) of the Policy).

BAD FAITH

The Complainant has, to the satisfaction of the Panel, shown the disputed domain names have been registered and are being used in bad faith (within the meaning of paragraph 4(a)(iii) of the Policy).

PROCEDURAL FACTORS

The Panel is satisfied that all procedural requirements under UDRP were met and there is no other reason why it would be inappropriate to provide a decision.

The Complaint was filed with the Czech Arbitration Court (the "CAC") in accordance with the Uniform Domain Name Dispute Resolution Policy (the "Policy"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the CAC Supplemental Rules.

The Panel has been appointed and finds that it was properly constituted. The language of the proceeding is English.

The Panel has reviewed the Complaint, the Response, and both parties' supplementary submissions.

PRINCIPAL REASONS FOR THE DECISION

Under paragraph 4(a) of the Policy, the Complainant must prove each of the following: (i) the disputed domain names are identical or confusingly similar to a trademark or service mark in which the Complainant has rights; (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain names ; and (iii) the disputed domain names have been registered and are being used in bad faith.

1 Identical or Confusingly Similar

The Complainant clearly has Rights in the TADBLU mark due to its registered trademark rights and in countries that recognize them, rights arising from use in trade.

The disputed domain names incorporate the Complainant's TADBLU mark in its entirety. The addition of the geographic term "usa" does not avoid confusing similarity; the mark remains clearly recognizable. The generic Top-Level Domain ".com" is disregarded for the purposes of the first element.

The Panel also notes that the Respondent does not dispute this element. In its Response, the Respondent expressly accepts that the Complainant's TADBLU mark is recognizable in the disputed domain names. Accordingly, there is no controversy under paragraph

4(a)(i) of the Policy.

The Panel therefore finds that the Complainant has satisfied paragraph 4(a)(i) of the Policy.

2 Rights or Legitimate Interests

It is well established that once a complainant makes out a prima facie case that a respondent lacks rights or legitimate interests, the burden of production shifts to the respondent to come forward with evidence demonstrating rights or legitimate interests. The ultimate burden of proof remains on the complainant.

The Respondent is not a distributor, reseller, or licensee of the Complainant. It was engaged as a service provider to deliver branding and a website and related services.

The Complainant says that access codes were provided by it to the Respondent “for its (contract) execution only” and that a change and transfer of legal and beneficial ownership was never agreed.

Administrative access may be required for technical work, but a change of registrant and a change of beneficial ownership are separate and legally significant acts that should be transparently agreed.

It appears to the Panel that there was no good technical or functional reason that would require the Respondent to become the registrant of the disputed domain names. Routine tasks (DNS changes, SSL, hosting coordination, email continuity) can be performed under a client-owned registration with delegated access.

The Panel is not persuaded by the Respondent’s reliance on its very long and dense general terms and conditions. The Complainant disputes that those terms were ever provided or agreed and points out that the parties’ signed offer/contract contains conditions that “make no mention of a right to the domain names” and that any alleged “security” arrangement would require a transparent contract signed by both parties. In this record, the Respondent’s unilateral terms do not establish a right to the registrations.

Finally, the Respondent is obviously using its ownership and control over the disputed domain names as leverage in a commercial dispute concerning alleged failure to perform and non-payment and has refused to transfer the domain names back on demand and is actively defending and resisting this complaint.

UDRP panels have consistently held that holding a complainant’s trademark domain name as security for disputed fees is incompatible with a right or legitimate interest.

The Respondent’s reliance on Article C7 of its Terms and Conditions does not assist it. First, those terms comprise a lengthy document, and there is no clear evidence on the record that they were prominently disclosed to, or expressly accepted by, the Complainant. Second, even on its own wording, Article C7 states that registration of a domain name by the Respondent “does not constitute a definitive transfer of ownership” and contemplates withholding a domain name only as a security measure in the context of payment discussions. Such a clause does not create a right or legitimate interest in the sense of paragraph 4(c) of the Policy.

The Panel further notes that the initial agreement between the Parties makes no reference to any transfer of ownership of the disputed domain names. In circumstances where a respondent asserts a right to retain a domain name identical to its client’s trademark, the absence of any very clear and agreed express contractual language authorizing such transfer weighs heavily against a finding of rights or legitimate interests.

The Respondent also relies on an email said to authorize it to “keep the domain registration.” The Complainant explains that this item was submitted out of context and was a response to a renewal proposal (i.e., an instruction to keep the registration valid), not consent to transfer beneficial ownership to the Respondent. The Panel prefers the Complainant’s explanation.

The Respondent’s own position further undermines any claim of legitimate interest: the Complainant notes that the Respondent confirms it has no “independent” interest in the disputed domain names. It is keeping them as “security or leverage” in a billing dispute and that is not a right or legitimate interest under paragraph 4(c) of the Policy.

The Panel therefore finds that the Complainant has satisfied paragraph 4(a)(ii) of the Policy.

3. Registered and Used in Bad Faith

The Panel finds that the Respondent has registered and is using the disputed domain names in bad faith within the meaning of paragraph 4(a)(iii) of the Policy.

The Respondent undeniably knew of the Complainant and its marks, and it was hired specifically to modernize the Complainant’s branding and website and worked on the Complainant’s online presence under the disputed domain names.

The circumstances of the Respondent becoming a registrant are not explained by any legitimate need and are consistent with opportunistic conduct. The Panel accepts that the Complainant provided transfer codes in good faith for technical purposes only and never agreed to transfer legal or beneficial ownership.

In all of the circumstances, the Panel finds the registration of the disputed domain names in the Respondent’s name was effected in bad faith.

Further, the record supports that the Respondent has retained control as leverage rather than for any legitimate purpose. The Complainant submits that proposals to resolve the domain ownership issue amicably have been refused "without constructive answers." In UDRP jurisprudence concerning web designers and developers, panels have repeatedly rejected the idea that a service provider may take and retain a client's trademark domain as a form of security in a fee dispute. The Complainant relies on the reasoning in Clinomics Biosciences, Inc. v. Simplicity Software, Inc., WIPO Case No. D2001-0823, which stated there is no chance the law would permit a developer, without client consent, to take control of a domain and retain it as security for web-design work. The Panel considers that reasoning persuasive here.

Taking these factors together—the Respondent's knowledge of the Complainant's mark, the absence of any legitimate technical necessity or transparent agreement permitting registrant transfer, and the retention of the disputed domain names in the context of a deteriorating relationship—the Panel finds bad faith registration and use.

Given these findings, the Respondent's request for a finding of reverse domain name hijacking is rejected.

For the foregoing reasons, the Panel finds that the Complainant has satisfied each of the three elements required under paragraph 4(a) of the Policy.

The Panel orders that the disputed domain names <tadblu.com> and <tadblu-usa.com> be TRANSFERRED to the Complainant.

FOR ALL THE REASONS STATED ABOVE, THE COMPLAINT IS

Accepted

AND THE DISPUTED DOMAIN NAME(S) IS (ARE) TO BE

1. **tadblu.com**: Transferred
2. **tadblu-usa.com**: Transferred

PANELLISTS

Name	**Victoria McEvedy**
Name	**Bart Van Besien**
Name	**James Bridgeman**

DATE OF PANEL DECISION 2026-02-13

Publish the Decision