

Domain Name Dispute Resolution Center (DNDRC)

Arbitration and Mediation Center

COMPLAINT PANEL DECISION

Spectrawide Acquisition Co., LLC vs Techxcess

Case No. C2017-0004

Also in PDF C2017-0004

1. The Parties

The Complainant is Spectrawide Acquisition Co., LLC having its office at Suite 700, 301 Congress Avenue, Austin TN 78701 USA. The Complainant has initiated the Complaint vide their authorized representative, Matt Schnelle, PO. Box 1449 Franklin, TN 37065 USA.

The Respondent's name is Techxcess with its address at GC-17 Ground Floor; Technocity Mall; I.I Chundrigar Road, Telephone No: +923232558432.

2. The Domain Names and Registrar

The domain names in dispute are <deals2buy.pk> and <deals2buy.com.pk>, hereinafter referred to as the Disputed Domain Name. Vide email dated Friday 10 March 2017, PKNIC has informed DNDRC that the Agent Organization through which the registration of <deals2buy.com.pk> was applied is bits and bytes computers and its Create Date was 2015-04-25 with an Expiry Date of 2017-04-25. Vide email dated Wednesday 5 April 2017, PKNIC has informed DNDRC that the Agent Organization through which registration of <deals2buy.pk> was applied is bits and bytes computers and its Create Date was 2015-04-25 and Expiry Date was 2017-04-25.

3. Procedural History

DNDRC was informed of the Complaint against the Respondent as per PKNIC - Internet Domain Registration Policy, by notification from the Complainant on 22 February 2017.

The Respondent was issued notification of the dispute along with a copy of the Complaint and a Response Form on 15 March 2017 informing the Respondent that if a Response was not received 7 days from the notification, the dispute would be proceeded ex parte. DNDRC awaited the submission by the Complainant of the Complaint as per the prescribed forms also available at www.dndrc.com/downloads. The Respondent failed to provide a response within the stipulated time period.

Applying Paragraph 4(a) of the Rules for Uniform Domain Name Dispute Resolution Policy (the *Rules*), DNDRC appointed Ms. Zahra D'souza as the sole Arbitrator who has verified that the Complaint satisfies the formal requirements of the Policy and the Rules.

Factual Background

The domain names upon which the Complaint is based are <deals2buy.com.pk> and <deals2buy.pk>.

PKNIC has confirmed via their email dated 10 March 2017 and 5 April 2017 that the Disputed Domain Names were registered by the Respondent above-named and that the email address of the Respondent is shezy45@live.com.

4. Parties Contentions

A. Complainant

The Complainant is a Delaware limited liability company located in Austin, Texas and is a wholly owned subsidiary of RetailMeNot, Inc., a Delaware corporation. The Complainant and its predecessors have offered online coupons and deals under its DEALS2BUY trademark since at least as early as 2002. See Ex. 6b (historical archives of the site at deals2buy.com, including sample pages from 2002 and 2003). The Complainant's deals2buy.com website is quite popular: it is in the top 34,000 websites globally, and more than 4% of its visitors come from Indian customers. See Ex. 6c (data from Alexa.com). The Complainant's deals2buy.com website is frequently used by Pakistani consumers. There have been nearly 200,000 visits to the deals2buy.com website from Pakistani IP addresses since the Complainant has records, beginning in September 2007. That averages out to more than 1,750 monthly and more than 21,200 yearly visitors from Pakistani IP addresses. See Ex. 9 (Declaration of S. Randle).

The Complainant provides deals and coupons specifically related to Pakistani customers. See Ex. 6d for an example. The Complainant owns numerous registrations for its DEALS2BUY trademark, as shown in Section 7 of this Complaint. The Complainant owns a pending trademark application for its DEALS2BUY trademark in Pakistan, as shown in Exhibit 7 of this Complaint. The Respondent uses the Domain Name deals2buy.pk for a website that offers coupons and deals on a variety of products. This is directly competitive with the Complainant's services offered under its DEALS2BUY mark. The site to which the Domain Name deals2buy.pk resolves also specifically copies the DEALS2BUY logo, shown in Section 7 above and about to be registered in the US. Compare Ex. 6a (legitimate site and logo) with Ex. 8a (Respondent's copy). 13. The Respondent's Domain Name deals2buy.com.pk is not currently active.

The Complainant's brief contentions are reproduced below:

- A. The Domain Names are confusingly similar to the mark DEALS2BUY (the "Mark"), in which Complainant has rights;*
- B. Respondent has no rights or legitimate interests in respect of the Domain Names; and*
- C. The Domain Names have been registered and is being used in bad faith.*

Therefore, the Complainant seeks that the Disputed Domain Names be transferred to the Complainant.

B. Respondent

The Respondent has not submitted any response to DNDRC.

Under section 5(e) of the UDRP, in the absence of a response, the Panel has the authority to commence the proceedings in default and to determine the matter based upon the Complaint.

5. Jurisdiction

The Panel's jurisdiction over this dispute between the Complainant and the Respondent is established by virtue of the PKNIC - Internet Domain Registration Policy Aug 7, 2007 ver. 4.2 and the Rules.

The Respondent applied for and was granted registration of the Disputed Domain Names on the basis of these regulations, and has submitted to, the PKNIC - Internet Domain

Registration Policy Aug 7, 2007 ver. 4.2 and the Rules and correspondingly to the arbitral jurisdiction of the DNDRC and its arbitration decisions.

6. Discussion and Findings

In the landmark case of *Standard Chartered PLC v. Hosting Campus Domain* (case no. C2007-0001) available on the DNDRC website (http://www.dndrc.com/cases_resolved/pdf/c2007-0001.pdf), the Panel laid down the following four heads under which to analyze cases, under the PKNIC - Internet Domain Registration Policy, dated 07-Aug-2007, version 4.2 and the UDRP:

1. *Illegality, unlawfulness or otherwise invalidity of the Application & Registration (a criteria in terms of the PKNIC - Internet Domain Registration Policy June 20, 2006 version 4.1 in addition to the criteria of the UDRP)*
2. *Identical or confusing similarity to a trademark or service mark in which the Complainant has rights (a UDRP criteria)*
3. *Legitimate interest in Domain Name (a UDRP criteria)*
4. *Registration and use in bad faith (a UDRP criteria)*

The decision of the dispute shall be addressed with respect to the following aspects:

- i. *Illegality, unlawfulness or otherwise invalidity with respect to the Application & Registration (a PKNIC - Internet Domain Registration Policy Aug 7, 2007 ver 4.2 criteria).*
- ii. *Identical or confusing similarity with a trademark or service in which the Complainant has rights (a UDRP criteria).*
- iii. *Legitimate interest in the domain name (a UDRP criteria).*
- iv. *Registration and use of the domain name in bad faith (a UDRP criteria).*

I. Illegality, unlawfulness or otherwise invalidity of the Application & Registration

The PKNIC - Internet Domain Registration Policy Aug-07-2007 version 4.2 states that it creates an exception for, and thus excludes the registration of a domain name that:

- a. *infringes upon a registered tradename,*
- b. *is not bona fide as recognized by international best practice,*

- c. *in the opinion of PKNIC, a contravention of the latest version of the Pakistan Penal Code Act, 1860 (including offences of defamation & blasphemy)/ Anti-Terrorism Act, 1997/any applicable criminal law,*
- d. *has been declared by a Criminal Court of appropriate jurisdiction to have contravened the latest version of Pakistan Penal Code Act, 1860 (including offences of defamation & blasphemy)/Anti-Terrorism Act, 1997/any applicable criminal law), or*
- e. *in the opinion of PKNIC is not appropriate for registration.*

As per the PKNIC - Internet Domain Registration Policy Aug-07-2007, version 4.2,

If a party claims that a domain name already registered with PKNIC violates their registered tradename, an obvious derivation of their registered company name, is not bona fide as recognized by international best practice, is a contravention in the opinion of PKNIC to be a contravention of the latest version of the Pakistan Penal Code Act, 1860 (including offences of defamation & blasphemy)/ Anti-Terrorism Act, 1997/any applicable criminal law, PKNIC reserves the right to cancel, or transfer the domain to the claiming party as per the ICANN's Uniform Domain Name Dispute Resolution Policy [UDRP] (with PKNIC amendments) or as per the orders of a court judgment in Pakistan.

Therefore, for the purpose of assessing illegality, unlawfulness or otherwise invalidity of the application & registration of the Disputed Domain Names, the application and registration of the Disputed Domain Names shall be assessed in consideration of the following criteria:

- i. Whether the Disputed Domain Names infringe upon a registered trade name / trade mark?
- ii. Whether the application and/or registration of the Disputed Domain Names is bona fide?
- iii. Whether the application and/or registration of the Disputed Domain Names contravenes the Pakistan Penal Code, 1860 (the “Penal Code”) or any applicable criminal law?

The Panel will deal with each of these sub-issues sequentially below.

i. Whether the Disputed Domain Names infringe upon, or are an obvious derivation of, a registered trade name / trade mark?

The Complainant has stated:

The DEALS2BUY mark is widely registered. A summary of the registrations is attached below, with current status and title documents included at Exhibit 7.

In respect of the above statement, the Complainant has provided a detailed list of trademarks that are held by the Complainant in different jurisdictions and classes. In addition to this, the Complainant has also annexed an application for registration of the mark “DEALS2BUY” under Class 35 pending before the Trade Marks Registry, Intellectual Property Organisation, Government of Pakistan, which states that the mark has been in use of the Complainant since 9 October 2007, well before the registration of the Disputed Domain Names by the Respondent.

The Respondent has not provided any information whatsoever with respect to the Disputed Domain Names and as such, no data is available to the Panel to consider on the part of the Respondent.

It is apparent that the Disputed Domain Names incorporate in their entirety the trade mark of the Complainant which has been registered in a number of jurisdictions and for which registration has been applied for in Pakistan. Thus the Disputed Domain Names infringe upon and are an obvious derivation of a registered trade name/trade mark of the Complainant.

As per paragraph 1 of The PKNIC - Internet Domain Registration Policy Aug 7, 2007 ver. 4.2, if a Complainant simply establishes this one criterion of infringement upon a registered trade mark/name, the registration would be deemed illegal and unlawful and for all purposes invalid.

Hence, the Panel may well determine, on this criteria alone, that the Disputed Domain Names should be transferred to the Complainant. However, for the purpose of completeness, but not to create any binding precedent requiring the same to be followed in the future, the Panel will also assess and determine the remaining sub-issues as identified above.

ii. Whether the application and/or registration of Disputed Domain Names is bona fide?

The Complaint has submitted:

The Respondent uses the Domain Name deals2buy.pk for a website that offers coupons and deals on a variety of products. This is directly competitive with the Complainant's services offered under its DEALS2BUY mark.

The site to which the Domain Name deals2buy.pk resolves also specifically copies the DEALS2BUY logo, shown in Section 7 above and about to be registered in the US. Compare Ex. 6a (legitimate site and logo) with Ex. 8a (Respondent's copy). The Respondent's Domain Name deals2buy.com.pk is not currently active.

The Respondent has not submitted any information that would suggest that the registration of the Disputed Domain Names was bona fide.

The Complainant has been offering its services using the trademark "DEALS2BUY" across the world including in Pakistan for a long period of time, well before the Respondent registered the Disputed Domain Names. The Respondent has failed to rebut the assertion that the registration of the Disputed Domain Names was not bona fide. Moreover, the Complainant has provided information that the Respondent has incorporated logos that are trademarks of the Complainant which suggests that the Respondent was well-aware of the DEALS2BUY trademark and its ownership by the Complainant, and despite this knowledge, the Respondent registered and used the Disputed Domain Names for commercial benefit.

Thus, the Panel finds that the registration of the Disputed Domain Names by the Respondent was not bona fide.

iii. Whether the application and/or registration of the Disputed Domain Names contravenes the Penal Code or any applicable criminal law?

Prior to discussing this sub-issue, it is pertinent to clarify the grounds for examining relevant Pakistani law provisions. Although Pakistani law does not apply by force of law over PKNIC's jurisdiction, by operation of the PKNIC- Internet Domain Registration Policy Aug 07, 2007 version 4.2, it is necessary to examine provisions of the Penal Code and other applicable criminal laws. It is in this spirit and for this purpose alone that the

following provisions of Pakistani law are being analyzed. The ordinances, and the sections mentioned herein below, have been discussed at length in *Standard Chartered PLC v. Hosting Campus Domain* (case no. C2007-0001).

Trade Marks Ordinance, 2001

40. Infringement of registered trade mark.-

(6) A person shall infringe a registered trade mark if the person uses such registered trade mark as his domain name or part of his domain name or obtains such domain name without consent of the proprietor of the registered trade mark, with the intention of selling such domain name to another including the proprietor of the registered trade mark.

4. Domain name not to be misleading as to character or significance.- *(1) A domain name shall not be registered if the public is liable to mislead as regards the character or significance of the mark, in particular, if it is likely to be taken to be something other than a domain name.*

Electronic Transactions Ordinance, 2002 (“ETO”)

3. Legal recognition of electronic forms.—

No document, record, information, communication or transaction shall be denied legal recognition, admissibility, effect, validity, proof or enforceability on the ground that it is in electronic form and has not been attested by any witness.”

Penal Code

Of Trade, Property and Other Marks

478. Trade mark.

A mark used for denoting that goods are the manufacture or merchandise of a particular person is called a trade mark, and for the purpose of this Code the expression “trade mark” includes any trade mark which is registered in the register of trade marks kept under the Trade Marks Act, 1940 (V of 1940)

Upon a study of the above-quoted sections of the Trade Marks Ordinance, 2001 and the Penal Code, the Panel is of the view that the infringement of Trade Marks and Trade Names have been equated with domain names under Pakistani law. Therefore, the provisions of the Penal Code dealing with Trade Mark infringement appear to apply to domain names.

Moreover, according to Section 3 of the ETO, all material, instruments that would otherwise be in writing or in physical form, if generated or made available in electronic form would attract the provisions of the same sections of the Penal Code or any other applicable law had the material been in physical, written or in printed form. The Penal Code, therefore, by the operation of Section 3 of ETO, equally applies to transactions, publications or materials including the use of any trade mark or trade name made available in any electronic form on the internet through the use of a domain name.

By continuing the registration of the Disputed Domain Names by a person who is other than the owner, holder or authorized user of the trade mark or trade name, the registrant would be an aider, abettor, encourager and co-conspirator and also liable to criminal offences.

479. Property mark.

A mark used for denoting that movable property belongs to a particular person is called a property mark.

480. Using a false trade mark.

Whoever marks any goods or any case, package or other receptacle containing goods, or uses any case, package or other receptacle with any mark thereon, in a manner reasonably calculated to cause it to be believed that the goods so marked, or any goods contained in any such receptacle so marked, are the manufacture or merchandise of a person whose manufacture or merchandise they are not, is said to use a false trade mark.

As such, if a person other than the owner, rightful holder or authorized user of the trade mark or trade name uses the Disputed Domain Names, if possibly linked to any service or goods, it may constitute an offence under the Penal Code.

481. Using a false property mark.

Whoever marks any movable property or goods or any case, package or other receptacle containing movable property or goods, or uses any case, package or other receptacle having any mark thereon, in a manner reasonably calculated to cause it to be believed that the property or goods so marked, or any property or goods contained in any such receptacle so marked, belong to a person to whom they do not belong, is said to use a false property mark.

482. Punishment for using a false trade-mark or property mark.

Whoever uses any false trade mark or any false property mark shall, unless he proves that he acted without intent to defraud, be punished with imprisonment of either description for a term which may extend to one year, or with fine, or with both.

As decided in *Standard Chartered PLC v. Hosting Campus Domain* (case no. C2007-0001), the use of a false property mark (which includes domain names on electronic encasements, packaging or containers such as websites or TCP/IP packets or messages) with the reasonable expectation that people would be misled to believe that the trade mark or trade name or domain name belongs to a person to whom it does not belong may also constitute an offence under the Penal Code.

The Panel, therefore, is of the view that the Respondent's registration of the Disputed Domain Names may attract the above-mentioned provisions of the Trade Marks Ordinance, 2001, Penal Code and ETO. The Panel may decide this Complaint on this basis alone. However, for the sake of completeness and procedural fairness, but not to create a binding precedent, this Panel shall also assess the Complaint in terms of the ICANN UDRP as amended by the PKNIC- Internet Domain Registration Policy Aug 7, 2007.ver 4.2.

II. Identical or confusing similarity to a trademark or service mark in which the Complainant has rights

The Complainant has contended the following:

14. Complainant's DEALS2BUY mark (the "Mark") is a strong, inherently distinctive mark, as shown, inter alia, by its numerous registrations for the mark on the U.S. Principal Register, which is available only to distinctive marks, 17 U.S.C. § 1052, and its registrations with other trademark offices. See, e.g., WIPO Panel Views ¶ 1.1, at <http://www.wipo.int/amc/en/domains/search/overview2.0/> - 11.

*15. A trademark does not need to be registered in Pakistan to be protectable under the Policy. See *La-ZBoy Inc. v. LA-Z-BOY (Pvt.) Ltd*, C2011-0004 (DNDRC Jul. 29, 2011); *M. Yousuf Adil Saleem & Co. v. Mohmmad Saleem*, C2012-0003 (DNDRC Jul. 19, 2012) (finding common law rights in MYASCO mark and transferring *myasco.com.pk*); *Dubizzle Limited BVI v. Siddique*, C2015-0001 (DNDRC Feb. 25, 2015) (finding rights for the complainant based on non-Pakistani trademark registrations). The same principle is applied to UDRP proceedings more generally. See also *W.W. Grainger, Inc. v. Above.com Domain Privacy*, FA 1334458 (Nat. Arb. Forum Apr. 13, 2012) (stating that "the Panel finds that USPTO registration is sufficient to establish these [Policy ¶ 4(a)(i)] rights even when Respondent lives or operates in a different country.").*

16. *The deals2buy.pk and deals2buy.com.pk Domain Names are essentially identical to Complainant's DEALS2BUY mark, save for the addition of the .pk gTLD for both Domain Names and the generic .com TLD suffix for deals2buy.com.pk. This establishes that the Domain Names are identical or confusingly similar to the Complainant's Mark under the Policy. See Google Inc. v. youtube.pk, C2012-0004 (DNDRC Aug. 15, 2012) (holding that it "is well-established that the incorporation of a Complainant's mark in full within a disputed domain name may be sufficient to establish confusing similarity between the mark and the disputed domain name" and transferring youtube.pk to the complainant).*

17. *As such, the Domain Names are identical or confusingly similar to Complainant's Mark.*

The Respondent has not provided any information, and has not refuted the contention put forth by the Complainant with respect to its trademark "DEALS2BUY". It is well-established that the incorporation of a Complainant's mark in full within a disputed domain name, may be sufficient to establish confusing similarity between the mark and the disputed domain name (see *Nokia Group v. Mr. Giannattasio Mario*, WIPO Case No. D2002-0782, *The Ritz Hotel Ltd v. Damir Kruzicevic*, WIPO Case No. D2005-1137, *See Magnum Piering, Inc. v. The Mudjackers and Garwood S. Wilson, Sr.*, WIPO Case No. D2000-1525, *Facebook, Inc.v. Instra Proxy Service*, WIPO Case No. C2009-0004).

The Complainant has established that the Disputed Domain Names registered by the Respondent incorporate in entirety the trademark of the Complainant. It is also a well-established principle that the mere addition of a gTLD suffix ".com" or its equivalent (e.g. .com.pk) is not relevant to the consideration of confusing similarity as it is an integral part of a domain name (*Quintessentially UK v. Mark Schnoreberg / Quintessentially Concierge*, WIPO Case No. D2006-1643, *Facebook, Inc.v. Instra Proxy Service, supra*).

In the absence of any information provided by the Respondent, the Panel is unable to infer that the Respondent is commonly known by the Disputed Domain Names. The Panel therefore finds confusing similarity between the Disputed Domain Names and the Complainant's trademark under paragraph 4(a)(i) of the Policy.

III. Legitimate interests in a domain name

As per paragraph 4(c), the UDRP requires the Respondent's claim to be of legitimate interest and shall be:

“proved based on all evidence presented” that “shall demonstrate” the Respondent’s “rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii).”

Paragraph 4(a)(ii) states that:

“(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.”

The Complainant has contended:

18. The Domain Name deals2buy.pk resolves to a deals and coupons website that is directly competitive with the Complainant's website. See Ex. 8a, 8b. This directly competitive use proves that the Respondent does not have rights or legitimate interests in the Domain Name. See Rediff.com India Ltd. v. Waseem, C2009-0005 (DNDRC Aug. 1, 2009) (transferring rediff.com.pk and finding no rights or legitimate interests when it was “being used to offer services similar to that of the Complainant”).

19. The Respondent's ownership of and use of the Domain Names are not permitted or licensed by Complainant. See Ex. 9; see also Rediff.com v. Waseem, supra at p. 18.

20. On information and belief, Respondent is not commonly known by the name or nickname of the Domain Name, or any name containing Complainant's DEALS2BUY mark. For example, Respondent's WHOIS information in connection with the Domain Names makes no mention of the Domain Names or the Mark as

Respondent's name or nickname. The WHOIS Privacy service is not named DEALS2BUY or any variation thereof, but is listed as Techxcess / Muhammed Shehzad. See, e.g., Popular Enterprises, LLC v. Sung-a Jang, FA 0811921 (Nat. Arb. Forum, Nov. 16, 2006) ("Respondent's WHOIS information does not suggest that Respondent is commonly known by the <ntester.com> domain name"). This indicates that the Respondent does not have rights or legitimate interests under Policy ¶ 4(c)(ii).

21. Use of a domain name to resolve to a site providing competitive services, as with the Domain Names here, is a "commercial use" and "designed to mislead and divert users and consumers by giving the false impression that the domain name is that of or is connected with the Complainant." This use is incompatible with the Respondent having rights or legitimate interests in the Domain Name. Budget Rent a Car System, Inc. v. Budget (trading as Budget Car Rental), D2007-0002 (DNDRC Nov. 14, 2007) (transferring budget.com.pk to Complainant; the domain was used for car rental services competitive with those of the mark owner).

22. Because Complainant has made a prima facie showing that Respondent lacks any rights or legitimate interests in the Domain Name, the Respondent must bear the burden of providing any rights or legitimate interests. See Swedish Match UK Ltd. v. Admin, Domain, FA 873137 (Nat. Arb. Forum Feb. 13, 2007) (finding that once a prima facie case has been established by the complainant, the burden then shifts to the respondent to demonstrate its rights or legitimate interests in the disputed domain name pursuant to Policy ¶ 4(c)).

23. For the foregoing reasons, Respondent has no rights or legitimate interest in the Domain Names.

On the other hand, the Respondent has not provided any information, and has not refuted the contention put forth by the Complainant with respect to the Respondent not having any legitimate interest in the Disputed Domain Names.

The Complainant has established a prima facie that the Respondent lacks any rights or legitimate interests in the Disputed Domain Names. As has been previously adopted by the discussions and findings in WIPO Authorities, it is then for the Respondent to rebut the allegations put forth by the Complainant. Also, with respect to proving rights or legitimate interests in disputed domain name(s), it is for the Respondent to submit information pertaining to the same as it would be almost impossible, if not extremely difficult for the

Complainant to prove a negative assertion. As such, in order to satisfy the Panel that it has rights or legitimate interests to the Disputed Domain Names, the Respondent was obliged to submit information with respect to the same.

In the absence of any information provided by the Respondent in support of his legitimate interest in the Disputed Domain Names, the Panel based on the information provided by the Complainant finds that the Respondent does not have rights or a legitimate interest in the Disputed Domain Names pursuant to paragraph 4(a)(ii) of the Policy.

IV. Registration and use in bad faith

The Complainant has made the following submission:

24. Use of a domain name to provide services that compete with those offered by the Complainant under the Mark, as the Respondent does here, is strong evidence of bad faith registration and use under sections 4(b)(ii) – (iv) of the Policy. Google Inc. v. Mubarak Pvt Ltd, C2012-002 (DNDRC Apr. 1, 2012) (transferring gmails.pk and finding bad faith where the respondent was “using the Disputed Domain Name to offer similar services to that of the [c]omplainant’s services provided under the entity of Gmail.”)

25. The Respondent here has also used a knockoff of the Complainant’s logo. This is strong evidence that the Respondent registered the Domain Names with knowledge of the Complainant and its DEALS2BUY mark, and intended to confuse customers seeking Complainant about the source of the Respondent’s services under Policy ¶ 4(b)(iv). See, e.g., OLX B.V. v. Paradise Estate and Construction Co., C2015-0002 (DNDRC Mar. 23, 2015) (finding bad faith registration and use where “the [r]espondent has resold the [c]omplainant’s products under the banner of the [c]omplainant’s own logo, thereby deliberately seeking to imply a connection with the [c]omplainant”; transferring olx.org.pk to the complainant).

26. The Respondent registered both deals2buy.pk and deals2buy.com.pk, a pattern of conduct to prevent the Complainant and rightful owner of the DEALS2BUY brand from registering the domain names corresponding with its mark in Pakistan. Policy ¶ 4(b)(ii).

27. As shown above, Respondent has registered and is using the Domain Names in bad faith.

The Respondent has not provided any information or evidence to demonstrate lack of bad faith with respect to registration and use of the Disputed Domain Names.

The Complainant has provided information to suggest that the Respondent is using the Disputed Domain Names to provide services that directly compete with the Complainant. The Complainant has submitted information that the Respondent has copied the logo of the Respondent on the Disputed Domain Names, which suggests that the Respondent was well-aware of both the existence of the Complainant as well as the trademark and goodwill of the Complainant. The Complainant submits that the Respondent was attempting to sell products under the banner of the Complainant's logo, using domain names that incorporate in their entirety well-established trademarks of the Complainant, in an attempt to deliberately imply a connection with the Complainant.

In the absence of any response from the Respondent, the Panel infers that the Complainant has provided sufficient information in support of the contention that the Disputed Domain Names were registered and used in bad faith by the Respondent. The Panel thus finds that the registration and use of the Disputed Domain Names by the Respondent was in bad faith.

WIPO Authorities:

The Panel, for the purpose of assessing the matter and this Decision, has taken into account, reviewed and made use of the Discussions & Findings in the WIPO Authorities mentioned and relied upon by the Complainant.

Furthermore, the Panel has also relied upon the Discussions & Findings in the following WIPO Administrative Panel Decisions in addition to those mentioned in the decision:

- Document Technologies, Inc. v. International Electronic Communications Inc., WIPO Case No. D2000-0270; Universal City Studios, Inc., supra
- CBS Broadcasting, Inc. v. Gaddoor Saidi, WIPO Case No. D2000-0243,
- Magnum Piering, Inc. v. The Mudjackers and Garwood S. Wilson, Sr., WIPO Case No. D2000-1525
- Nokia Group v. Mr. Giannattasio Mario, WIPO Case No. D2002-0782
- The Ritz Hotel Ltd v. Damir Kruzicevic, WIPO Case No. D2005-1137
- Quintessentially UK v. Mark Schnoreberg / Quintessentially Concierge, WIPO Case No. D2006-1643
- NB Trademarks, Inc. v. Domain Privacy LTD and Abadaba S.A., WIPO Case No. D2008-1984

- The South African Football Association (SAFA) v. Fairfield Tours (Pty) Ltd, WIPO Case No. D2009-0998

7. Decision

Analyzing the details provided by the Complainant, the Panel perceives that the DEALS2BUY mark has been registered by the Complainant in a number of jurisdictions, hence the Complainant reserves crucial interest in such mark. Usage of these marks by the Respondent could endanger the reputation that the Complainant has worked hard at building and maintaining and result in confusion as to the registrant of the Disputed Domain Names.

Taking all of the case law and discussion above into consideration, the Panel concludes and decides that:

1. The Respondent's registration of the Disputed Domain Names is contrary to the PKNIC - Internet Domain Registration Policy August 7, 2007 version 4.2
2. The Respondent has no legitimate interest in the Disputed Domain Names.
3. The Disputed Domain Names are identical to the Complainant's trademark/names and registered domain names.
4. The Disputed Domain Names were registered and are being used in bad faith.

Pursuant to Section 4 of the PKNIC - Internet Domain Registration Policy August 7, 2007 version 4.2, and Section (i) of the Policy, the Panel therefore recommends that PKNIC transfer the registration of the domain names in dispute <deals2buy.com.pk> and <deals2buy.pk>, as prayed within 48 hours of receipt of this decision by email or its being uploaded on to DNDRC's website www.dndrc.com/cases_resolved/, whichever is earlier. The Complainant shall also be at liberty to contact PKNIC for implementation of this decision.

Arbitrator: Ms. Zahra D'souza

Sole Panelist

Date: 10th July 2017