

ADMINISTRATIVE PANEL DECISION

QatarEnergy v. Privacy Service Provided by Withheld for Privacy ehf / Expo 2020, Expodic
Case No. D2022-3171

1. The Parties

Complainant is QatarEnergy, Qatar, represented by Hogan Lovells (Paris) LLP, France.

Respondent is Privacy Service Provided by Withheld for Privacy ehf, Iceland / Expo 2020, Expodic, United Arab Emirates.

2. The Domain Name and Registrar

The disputed domain names <vendor-qatarenergy.com> and <contract-qatarenergy.com> (the “Domain Names”) are registered with NameCheap, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on August 26, 2022. On August 29, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name <vendor-qatarenergy.com>. Also on August 29, 2022, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Domain Name <vendor-qatarenergy.com> which differed from the named Respondent and contact information in the Complaint.

The Center sent an email communication to Complainant on September 1, 2022, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amended Complaint on September 6, 2022.

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 Respondent of the Complaint, and the proceedings commenced on September 7, 2022. In accordance with the Rules, paragraph 5, the due date for Response was September 27, 2022. Respondent did not submit any response. Accordingly, the Center notified Respondent's default on September 29, 2022.

The Center appointed Robert A. Badgley as the sole panelist in this matter on October 6, 2022. 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 October 5, 2022, Complainant filed a Second Amended Complaint, seeking to add a second domain name to this proceeding, namely, <contract-qatarenergy.com>, which domain name was registered on September 10, 2022.

On October 11, 2022, the Panel issued Procedural Order No. 1, which stated:

"The Panel has reviewed the submissions from the Complainant in this case, including the second amended Complaint and its annexes, received by the WIPO Arbitration and Mediation Center ("the Center") on October 5, 2022. The Complaint in this case, filed on August 26, 2022, originally and exclusively included the disputed domain name <vendor-qatarenergy.com>. In the aforementioned second amended Complaint, the Complainant requested to add the domain name <contract-qatarenergy.com> to these proceedings, claiming *inter alia* that the second domain name was registered on September 10, 2022, subsequent to the Notification of Complaint carried out by the Center on September 7, 2022. The Panel has verified and confirm this fact.

Furthermore, the Panel considered there was at least *prima facie* grounds that point out that the Registrant of the disputed domain names is the same person or entity, or at least that the Registrants are closely related, sufficient to warrant accepting the second amended Complaint and the inclusion of the domain name <contract-qatarenergy.com> to these proceedings.

The Panel further notes that by filing the second amended Complaint, the Complainant has tacitly accepted that these proceedings might be significantly delayed.

Accordingly, pursuant to paragraphs 10 and 12 of the UDRP Rules, the Panel instructed the Center to seek registrar verification regarding the domain name <contract-qatarenergy.com>. On October 11, 2022, the concerned Registrar, NameCheap, Inc., confirmed the same registrant details for the domain name <contract-qatarenergy.com> as the disputed domain name <vendor-qatarenergy.com>.

In light of the above, the Panel requires the Center to add the domain name <contract-qatarenergy.com> to the proceedings.

Moreover, the Respondent is invited to comment on the Complainant's request and issues raised in the second amended Complaint by October 21, 2022. Any comments should be sent to the Center via <domain.disputes@wipo.int>, copied to the Complainant.

The Decision due date is extended to November 1, 2022."

Respondent did not submit any reply to the Panel's Procedural Order No. 1.

4. Factual Background

Founded in 1974, Complainant is a Qatari state-owned energy company. Complainant asserts that it is the "world's leader in the production of liquefied natural gas." On October 11, 2021, Complainant changed its name from Qatar Petroleum to QatarEnergy.

Complainant holds numerous trademark registrations for QATARENERGY, including European Union Reg. No. 018573702, registered on April 19, 2022. There is ample evidence in the record that QATARENERGY is a very well known trademark.

The first Domain Name, <vendor-qatarenergy.com>, was registered on June 15, 2022. It does not resolve to an active website. Respondent has, however, used the Domain Name for an email address. According to Complainant, and as corroborated with documentary evidence annexed to the Complaint, Respondent has created a fake email address seeking to imitate an actual Complainant employee (holding the title of "Vendor Coordinator Group Procurement and Contracts"), and has sent emails to various vendors of Complainant in pursuit of a fraudulent phishing scheme. Specifically, one of Respondent's emails to Complainant's vendors states as follows:

"Notice for vendors registration and intending partners for 2022 Contractors/Supplies as we continue the development of QatarEnergy located at P.O. Box 3212, Doha, Qatar. Please be informed that vendors registration for contractors/suppliers for 2022 project will be closing in two weeks' time beginning from today.

Please be informed that vendors registration/Invitation To Tender (ITT) for contractor/supplier for 2022 projects such as Oil And Gas Related Projects/Equipment Supplies, Marine Equipment Supply, Architectural, Interior, Construction Work, Mechanical And Electrical Work, Civil Engineering, Engineering Services, Renewable Energy, Building Constructions, Petrol Filling Stations Construction, Valves Supplier, Chemical engineering and pumps, Constructions, Chemistry, petrochemical industry, Chem-Lab-Analyst, Oil Drilling Services & Maintenance, Contract scaffolding – Access scaffolding and Access Solutions, Supplying of Equipment, Chemical industries, Electrical components and industry, Electrical services, Electrical & Mechanical engineering, upstream and downstream sectors, onshore and offshore, exploration, production, Services, processing, storage, distribution facilities, Safety Services, Laboratory Service, supplies and services. etc, for 2022 projects will be closing in two weeks' time beginning from today.

The purpose of this, is to enable prospective Contractors/Vendors and exiting vendors, who are interested in receiving the Invitation to Tender (ITT) or Request for Quotation (RFQ), to provide us with sufficient information to make an initial assessment of their financial standing, capability, and suitability to handle any of the projects and suppliers.

If you have intention to participate on this Invitation for vendor's registration/Invitation to Tender (ITT), please confirm your interest by filling and signing the 'Expression of Interest Letter' attached separately with this email and return same to us immediately or not later than 27th June 2022 from ITT issue date as confirmation of your intention to submit VENDOR/CONTRACTOR ASSESSMENT QUESTIONNAIRE to be received by QatarEnergy no later than 30th June 2022, 15.00 H Qatar Standard Time (QST)."

The record shows that those vendors who sent a signed "Expression of Interest Letter" back to Respondent (in the guise of Complainant) would receive a follow-up email, seeking a "mandatory registration deposit payment" to be sent to a bank designated by Respondent.

The second Domain Name, <contract-qatarenergy.com>, was registered on September 10, 2022. The Domain Name does not resolve to a website. Again, however, Respondent has used the Domain Name for an email address. According to Complainant, and as corroborated with documentary evidence annexed to the Complaint, Respondent has created a fake email address seeking to imitate an actual Complainant employee (holding the title of "Vendor Coordinator Group Procurement and Contracts"), and has sent emails to various vendors of Complainant in pursuit of a fraudulent phishing scheme. The content of the fake email associated with the second Domain Name is substantively very similar to the email associated with the first Domain Name.

Respondent has not disputed that it has registered and used both Domain Names in pursuit of a fraudulent phishing scheme.

5. Parties' Contentions

A. Complainant

Complainant contends that it has established all three elements required under the Policy for a transfer of the Domain Names.

B. Respondent

Respondent did not reply to Complainant's contentions.

6. Discussion and Findings

Paragraph 4(a) of the Policy lists the three elements which Complainant must satisfy with respect to each of the Domain Names:

- (i) the Domain Name is identical or confusingly similar to a trademark or service mark in which Complainant has rights; and
- (ii) Respondent has no rights or legitimate interests in respect of the Domain Name; and
- (iii) the Domain Name has been registered and is being used in bad faith.

A. Identical or Confusingly Similar

The Panel concludes that Complainant has rights in the trademark QATARENERGY through registration and use demonstrated in the record. The Panel also concludes that the Domain Names are confusingly similar to that mark. The QATARENERGY mark is clearly recognizable within the Domain Names, and the additional words "vendor" and "contract" do not prevent a finding of confusing similarity between the mark and the Domain Names.

Complainant has established Policy paragraph 4(a)(i).

B. Rights or Legitimate Interests

For each of the Domain Names, pursuant to paragraph 4(c) of the Policy, Respondent may establish its rights or legitimate interests in the Domain Name, among other circumstances, by showing any of the following elements:

- (i) before any notice to you [Respondent] 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 [Respondent] (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 [Respondent] 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 Panel concludes that Respondent lacks rights or legitimate interests in respect of the Domain Names. Respondent has not come forward in this proceeding to dispute the serious and plausible allegations raised in the Complaint. The Panel would normally expect anyone in a UDRP proceeding accused of such fraudulent conduct as has been alleged here would, if innocent, step up and declare his/her innocence. The Respondent's registration of the Domain Names, comprised of the well-known mark QATARENERGY and a dictionary term – "vendor" or "contract" – for use in an evidently fraudulent phishing scheme seeking

substantial payments from unwitting business partners of Complainant is obviously illegitimate. Panels have categorically held that the use of a domain name for illegal activity (e.g., phishing, impersonation/passing off, or other types of fraud) can never confer rights or legitimate interests on a respondent.

The Panel concludes that Complainant has established Policy paragraph 4(a)(ii).

C. Registered and Used in Bad Faith

For each of the Domain Names, paragraph 4(b) of the Policy provides that the following circumstances, "in particular but without limitation," are evidence of the registration and use of the Domain Name in "bad faith":

- (i) circumstances indicating that Respondent has registered or has acquired the Domain Name primarily for the purpose of selling, renting, or otherwise transferring the Domain Name registration to Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant, for valuable consideration in excess of its documented out of pocket costs directly related to the Domain Name; or
- (ii) that Respondent has registered the Domain Name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that Respondent has engaged in a pattern of such conduct; or
- (iii) that Respondent has registered the Domain Name primarily for the purpose of disrupting the business of a competitor; or
- (iv) that by using the Domain Name, Respondent has intentionally attempted to attract, for commercial gain, Internet users to Respondent's website or other online location, by creating a likelihood of confusion with Complainant's mark as to the source, sponsorship, affiliation, or endorsement of Respondent's website or location or of a product or service on Respondent's website or location.

The Panel concludes that Respondent has registered and used the Domain Names in bad faith. The Panel incorporates its discussion above in the "Rights or Legitimate Interests" section.

The Panel finds it clear that Respondent registered the Domain Names with Complainant and its trademark in mind. Indeed, Respondent's aim here is to impersonate Complainant in order to perpetrate a fraud on parties doing business with Complainant. Such misconduct, as laid out in this undisputed record, clearly constitutes bad faith use within the meaning of the above-quoted Policy paragraph 4(b)(iv).

Complainant has established Policy paragraph 4(a)(iii).

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 Domain Names <vendor-qatarenergy.com> and <contract-qatarenergy.com> be transferred to Complainant.

/Robert A. Badgley/

Robert A. Badgley

Sole Panelist

Date: October 31, 2022