

ADMINISTRATIVE PANEL DECISION

Service List Registry Limited v. Chris Young, Peckham Data Centre
Case No. D2022-2500

1. The Parties

The Complainants are Service List Registry Limited, United Kingdom, and Dr. William Cooper, United Kingdom, represented by Dr. William Cooper, United Kingdom.

The Respondent is Chris Young, Peckham Data Centre, United Kingdom, represented by Ince Gordon Dadds LLP, United Kingdom.

2. The Domain Names and Registrars

The disputed domain names <servicelistregistry.com> and <servicelistregistry.net> are registered with Amazon Registrar, Inc.; the disputed domain name <servicelistregistry.org> is registered with Google LLC; and the disputed domain name <servicelistregistry.tv> is registered with Gandi SAS. (Collectively the “Registrars”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on July 8, 2022. On July 11, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On July 11 and 12, 2022, the Registrars transmitted by email to the Center their verification responses disclosing registrant and contact information for the disputed domain names which differed from the named Respondent and contact information in the Complaint. The Center sent an email communication to the Complainant on July 14, 2022, providing the registrant and contact information disclosed by the Registrars, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint on July 14, 2022. On July 15, 2022, the Center received a Supplemental Filing from the Complainant.

The Center verified that the Complaint together with the amendment to 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 July 19, 2022. In accordance with the Rules, paragraph 5,

the due date for Response was August 8, 2022. The Response was filed with the Center on August 8, 2022.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on August 18, 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 August 15, 2022, the Center received Supplemental Filings separately from the Complainant and the Respondent.

4. Factual Background

The background to this dispute is lengthy and relatively complex. It involves a business relationship of indeterminate nature between the second Complainant, Dr. William Cooper, and the Respondent, Mr. Chris Young. The second Complainant is a sole trader at an independent consultancy named “informity”, and is presently the sole director of the first Complainant. The first Complainant, Service List Registry Limited, is United Kingdom company no. 14040796, incorporated on April 12, 2022. The Respondent is presently the sole director of Peckham Data Centre Limited, United Kingdom company no. 14182387, incorporated on June 20, 2022, as Service List Registry Project Limited and renamed to its current name on June 22, 2022. The second Complainant and the Respondent’s business relationship predates the incorporation of the first Complainant and Peckham Data Centre Limited.

The second Complainant and the Respondent had worked with one another when both were previously employed by a broadcasting organization. On June 11, 2021, The DVB Project, a media and technology industry-led consortium, announced a request for proposals for the development and validation of a skeleton DVB-I Central Service List Registry, due by July 31, 2021. On or about June 14, 2021, the second Complainant and the Respondent had a conversation, which was followed up by an email exchange between them, in which they agreed to work together on a response to said request for proposals. The second Complainant proposed to address “most of the RfP response” while the Respondent agreed to “work with you [the second Complainant] on a high level architecture [...] and then contribute to the end of July submission”.

During the preparation of the response to the said request for proposals, the disputed domain names were registered in late July 2021. On July 15, 2021, the second Complainant emailed the Respondent to discuss possible domain names for the project, suggesting that “servicelistregistry” was an appropriately neutral name, and noting that this was available in “.com”, “.org”, “.net”, and “.co.uk”. The second Complainant stated: “I am happy to purchase all four” but noted that the Respondent had suggested that it might be more convenient to purchase them as part of the hosting arrangements which the Respondent was putting in place, in which case, the second Complainant proposed that the disputed domain name <servicelistregistry.org> would be the main domain name. The second Complainant added, “Incidentally, we can agree between us that ownership of the domain names is for the purpose of this project only. We can formalise this in due course. Referencing these domain names in our proposal will show that we are serious about providing the service”.

The disputed domain names <servicelistregistry.com>, <servicelistregistry.net>, and <servicelistregistry.org> were registered by accounts named “Chris” having the Respondent’s personal email address on July 21, 2021. On July 22, 2021, the Respondent emailed the second Complainant to request that it review a URL of which the disputed domain name <servicelistregistry.net> now formed part. On July 24, 2021, the Respondent again emailed the second Complainant indicating that a URL using the disputed domain name <servicelistregistry.org> was now in use.

The disputed domain name <servicelistregistry.tv> was registered by an account named “Chris” having the Respondent’s personal email address on July 26, 2021. The Panel presumes therefore that the Respondent registered the disputed domain names and was the registrant of them from their inception. The line

“Peckham Data Centre” is provided under the Respondent’s name on the Whois records for the disputed domain names (and in fact is specifically stated to be the Organization field in the case of <servicelistregistry.net> and <servicelistregistry.com> and the Company field in the case of <servicelistregistry.tv>), although the Parties both appear to accept that this does not indicate that the disputed domain names have at any point been transferred to the Respondent’s company Peckham Data Centre Limited, which was not incorporated when the disputed domain names were registered.

The second Complainant and the Respondent’s response to the said request for proposals was issued on July 30, 2021, stating on its front page “William Cooper / informitv / Prepared for DVB Project”. It contained a copyright notice indicating that it was “© 2021 informitv” and was described internally as a “Proposal from informitv”. The “supplier” in the proposal was also described as “informitv”. The second Complainant was described as the Project Director, while the Respondent was described as Technical Architect. Both were listed with email addresses provided at <informitv.com>, i.e., the second Complainant’s consultancy. The disputed domain names were featured as part of a “Web Service”, with the primary URL using the disputed domain name <servicelistregistry.org> and the other disputed domain names “aliasing to this address”.

On April 12, 2022, the first Complainant was incorporated. The second Complainant wrote to the Respondent on the same day mentioning this fact, to which the Respondent replied “Oh fantastic. Great news. I shall update the contact details for the registered domains.” On May 18, 2022, the first Complainant issued a press release stating that Service List Registry had launched at an industry event in Brussels named “DVB World”. At around this time, the second Complainant and the Respondent’s relationship appears to have broken down, initially when the Respondent did not attend the Brussels event. On June 12, 2022, the Respondent emailed the second Complainant indicating that it did not wish to participate further in the project due to the fact that it was being treated as a paid supplier. It added, “Please create an AWS and Google organisation for me to transfer the existing accounts to. I will t [sic] change the domain contact details to be in your name”.

On June 14, 2022, the second Complainant indicated that it had created an AWS account and requested details of the account for transfer. The Respondent replied that before it could provide these, it was seeking confirmation as to the remuneration which it would receive for its pre-trading expenses and hours of work over the preceding year. On June 16, 2022, the Respondent followed up that email with a more detailed proposal quoting a figure for settlement by the second Complainant, offering an alternative that if the work done had no value “I can just turn everything off”. On June 17, 2022, the second Complainant replied on behalf of the Complainant, asserting that the Respondent was not entitled to any compensation because it had been agreed that each of them would be responsible for their own costs and time contributions. The second Complainant requested that the disputed domain names be transferred in return for a payment of GBP 200, representing the nominal cost of domain registration, together with a proposed *ex gratia* payment to reflect certain costs.

On June 22, 2022, Peckham Data Centre Limited, United Kingdom company no. 14182387, was incorporated. At its incorporation, the company was named Service List Registry Project Limited. The Respondent states that the entity was incorporated so that the Respondent could assign to it the copyright of the Service List Registry code which the Respondent had developed over the preceding year. Neither of the Parties has suggested that this entity is or has ever been the registrant of the disputed domain names.

On June 23, 2022, the Respondent replied to the second Complainant, stating, “The AWS account I paid for, the domain names I purchased and the software I wrote all belong to me, not Service List Registry Ltd, a company with which I have no contract and no connection”. The Respondent indicated that if the second Complainant wished to purchase the disputed domain names, it could do so via a website on which they had been listed for sale in the sum of GBP 5,000.

On or about July 15, 2022, the Respondent modified the homepage of the website associated with the disputed domain name <servicelistregistry.org> to read “Dude, where’s my content?”, marking the same “© Copyright Peckham Data Centre Ltd 2022. All Rights Reserved.”

5. Parties' Contentions

A. Complainant

In summary, the Complainant contends as follows:

Identical or confusingly similar

The disputed domain names are identical or confusingly similar to the tradename of the first Complainant, which also claims rights in the unregistered trademark SERVICE LIST REGISTRY, used on the homepage of the Complainants' website since 2021. The mark has rapidly achieved wide industry recognition and the Complainants have established substantial goodwill therein, following the launch at the DVB World event on May 18, 2022, at which the first Complainant was an official paid sponsor. Said launch was covered by trade publications including *Broadband TV News*, which has 25,000 subscribers. The first Complainant's Chief Executive was recognized in the Top 50 Executives list chosen by *VOD Professional*. The first Complainant's website is the first return on a Google search for the term "service list registry". The first Complainant's registry clearly identifies the first Complainant in every search request.

Rights or legitimate interests

The Respondent has no rights or legitimate interests in the disputed domain names. The second Complainant invited the Respondent to register the disputed domain names and offered to pay for them but the Respondent suggested it would be more convenient for it to do so. The second Complainant clearly stated on July 15, 2021, that "ownership of the domain names is for the purpose of this project only". The disputed domain name <servicelistregistry.tv> was registered at the second Complainant's suggestion on July 26, 2021, and it is reasonable to consider that this disputed domain name was subject to the same terms. The Respondent registered and configured the disputed domain names in response to that statement and therefore this constitutes a legally binding contract. The proposal submitted by informitv on July 30, 2021, clearly indicates the intent of the Parties to participate in a joint venture for which the disputed domain names are a fundamental asset. The Respondent acted in breach of said contract by registering the disputed domain names in its own name rather than on behalf of the project on which it was engaged. The Respondent's offer on April 12, 2022, to transfer the disputed domain names to the first Complainant recognized the prior agreement. Upon resigning from the project, the Respondent offered to transfer the disputed domain names, recognizing the prior agreement but has subsequently refused to do so.

The Respondent has no intent to use the disputed domain names in connection with a *bona fide* offering of goods or services and has threatened to disable the service entirely. The Respondent is not known as "Service List Registry". The Respondent is not making legitimate noncommercial or fair use of the disputed domain names and is merely holding them hostage for commercial gain.

Registered and used in bad faith

The Complainants reasonably expected the Respondent to purchase the disputed domain names in the name of the project. It was not apparent to the Complainants that the Respondent had registered them in its personal name. In doing so, the Respondent has acted in bad faith in respect to the Parties' project. The registration by the Respondent of another domain name, <servicelistregistry.co.uk> on April 8, 2022, indicates a pattern of conduct of acting in bad faith. The Respondent proposes to sell the disputed domain names for an amount considerably more than the nominal cost of registration. The Respondent's application of a time limit of July 12, 2022, constituted an act of bad faith and an attempt to extort funds from the Complainants. Any use of the disputed domain names by the Respondent would create a likelihood of confusion to consumers.

B. Complainants' first supplemental filing

In its first supplemental filing, in summary, the Complainants contend as follows:

The Respondent's action in hijacking the Complainants' website is further evidence of a consistent pattern of the Respondent acting in bad faith. Such changes were made after the Respondent received notice of the Complaint. The website is primarily intended to cause confusion to potential users of the Complainants' business.

C. Respondent

In summary, the Respondent contends as follows:

Identical or confusingly similar

The Complainants do not have a trademark for "SERVICE LIST REGISTRY". These words were taken from DVB-I and the Complainants have no rights to such. The words "service", "list", and "registry" are extremely common and their occurrence as a domain name cannot raise any issues of confusion. The public domain material to which the Complainants refer is largely self-published. The Complainants already have a website at "www.slrd.org" and do not need the disputed domain names.

Rights or legitimate interests

There was no contract between the Parties established by a chain of emails. The Respondent received no benefit or consideration from the Complainants in registering the disputed domain names. The second Complainant's statement that it was happy to purchase the disputed domain names is not a contractual offer, nor is it capable of acceptance.

The Respondent undertook significant work on the disputed domain names using his software engineering expertise. The Respondent does not seek to sell the disputed domain names to the Complainants but rather seeks to receive remuneration for the added value which it created, including building the software infrastructure, registering the domain names, and paying for hosting costs. The Respondent spent over twelve months writing code to build a production grade Service Level Registry and has since made this code open source and free for the good of the public. The code can be found at the disputed domain names. The Respondent offered to turn everything off, not as a threat but to bring any potential dispute to an end, as there is significant hosting in place in the Respondent's name. This would cause no damage to the first Complainant as it has never traded. The Complainants note that "informity" asked the Respondent to register the disputed domain names and yet "informity" is not the first Complainant.

The Respondent registered the disputed domain names in its own name and is the legal owner. The Respondent is using them as set out in the Complainants' first supplemental filing.

Registered and used in bad faith

The Respondent did not register the disputed domain names in bad faith. A finding of bad faith registration cannot be made with respect to a trademark that did not exist at the time of registration of the disputed domain name. It is impossible for a respondent to register a domain name in bad faith if the complainant company did not exist at the time of registration. The disputed domain names were not registered in order to prevent the Complainants from reflecting a mark in a corresponding domain name, and the Respondent has not engaged in a pattern of any such conduct. The Complainants and the Respondent are not competitors and the disputed domain names were not registered by the Respondent primarily to disrupt the Complainants' business. The Complainants have asserted that the Respondent will be exposed to unlimited damages and costs unless it transfers its assets and work to the Complainants, which is wrong in fact and law. The Respondent does not want to sell the disputed domain names for such a small sum given the amount of work it has put into them. The Respondent did indicate that it would transfer the disputed domain

names but due to the Complainants' conduct no longer wishes to do so.

Reverse domain name hijacking

The Respondent asks for a finding of reverse domain name hijacking because the registration of the disputed domain names predates any trademark rights of the Complainants, there is no evidence of bad faith registration or use, and the Complainants have used the administrative proceeding as a "Plan B" option after commercial negotiations have broken off. There are also numerous errors in the Complaint and a failure to disclose material and relevant information to the Panel.

D. Complainants' second supplemental filing

In summary, the Complainants contend as follows in its second supplemental filing (excluding as far as possible repeated matters already contended in the Complaint):

The receipts produced by the Respondent for the disputed domain names indicate that the Respondent appears to have been responsible for the registration of the disputed domain names but do not provide evidence of the registered organization. At the time of the Complaint, the organization is given as "Peckham Data Centre", which was not a legal entity at the time of registration. The term has been used to render the identity of the registrant ambiguous. The Respondent has not answered exactly in what name the disputed domain names were registered.

The proposal to DVB clearly describes a joint venture with the second Complainant as Project Director and the Respondent as Technical Architect. Even if the engagement was an informal collaboration, the disputed domain names were to be procured for the exclusive purpose of that project and did not give the Respondent ownership of the disputed domain names. The Respondent had privileged knowledge of a confidential proposal stating the Complainants' intention to employ the disputed domain names. The Respondent denies that there was a contract but the Respondent registered the disputed domain names at the second Complainant's request and employed them in the joint project for ten months. The fact that the Respondent paid for the registrations is irrelevant to the issue of ownership thereof. The second Complainant had previously agreed to pay the cost of registration.

The Complainants are jointly Service List Registry Limited and the second Complainant doing business as "informatv". The fact that the first Complainant had yet to be incorporated is irrelevant.

The mark SERVICE LIST REGISTRY has become a distinctive identifier which consumers associated with the source of services of the first Complainant. The Respondent registered the disputed domain names while the first Complainant's rights were nascent, based on inside information, and in bad faith.

The second Complainant contributed intellectual property to the project at considerable cost and effort including substantially the material in the proposal document, copyright HTML code in the website, brand elements, taglines, a registered trademark application in respect of a graphic design, and a license of the DVB-I trademark in the name of the first Complainant.

The Complainants are not using the Respondent's open source software. It is difficult to see how the Respondent's other contributions justify adding significant value. The Complainants dispute that the Respondent added any value to the disputed domain names. The Respondent's incorporation of a company appears to have been an attempt to assign ownership of the disputed domain names to the Respondent. The registrant organization of the disputed domain names was "Peckham Data Centre" and the pattern of behavior is consistent with an attempt to seize the disputed domain names. The Respondent was not entitled to disable the disputed domain names as it did not have sole ownership thereof and acted without the Complainants' consent. The Complainants' settlement offer is not threatening and is reasonable, containing an *ex gratia* payment proposal.

The request for a finding of reverse domain name hijacking is a perverse distraction. The Complainants are entitled to file the Complaint in good faith to secure a transfer of the disputed domain names.

E. Respondent's supplemental filing

In summary, the Respondent contends as follows in its supplemental filing (excluding as far as possible matters already contended in the Response):

There is no scope for the Complainants' rebuttal document to be considered under the Rules and it should be disregarded. The Complainants are attempting to misuse the process. The Complainant(s) have shifted their position regarding who the Complainant is and whether it is both the first and second Complainants.

6. Discussion and Findings

The Panel has set out the factual background and the Parties' contentions at some length, including a summary of each of the supplemental filings, as these amply illustrate that the present administrative proceeding does not describe a typical case of cybersquatting for which the Policy was created. Instead, the issues between the Parties can fairly be described as a dispute regarding the ownership of business assets which happen to be domain names. The issues in dispute go well beyond the registration and use of the disputed domain names themselves and extend into the precise legal characterization of the relationship between the second Complainant and the Respondent at the point where they decided to collaborate in response to the request for proposals.

As far as the Panel can tell from their written submissions, the relationship has the appearance of an informal partnership whereby each participant in the project was effectively responsible for their respective contributions in time and expenses, absent any other express terms of agreement. On the other hand, there is at least an indication that the project was initiated by the second Complainant, trading as informitv, and there is some significance to be found in the manner in which the second Complainant and the Respondent's relationship is described in the response to the request for proposals, which the Respondent appears either to have endorsed at the time of submission, or at least to which it did not raise any particular objection. One might add to this a further ambiguity in the Respondent's response to the incorporation of the first Complainant by the second Complainant, namely that it would proceed to "update the contact details for the registered domains".

In terms of the Policy provisions, the precise nature of the Parties' legal relationship would be critical to a determination of the question of the Respondent's rights and legitimate interests in the disputed domain names and of bad faith registration and use. For example, if the Respondent was merely contributing its part by registering the disputed domain names (and doing so effectively with the second Complainant's consent for a mutual business project) then it may have a legitimate interest in them and would not necessarily have registered them in bad faith. However, if the Respondent was working to the second Complainant's order, and/or if there was an implied term in any contract between them (whether exemplified by the exchange of email regarding the disputed domain names on July 15, 2021, or otherwise) that the disputed domain names would be registered in a neutral name pending the incorporation of a project vehicle such as the first Complainant, then this would suggest that the Respondent may not have a legitimate interest in the disputed domain names and indeed that it may have registered and used them in bad faith. This latter possibility presupposes that a suitable term might be implied in such a contract either for the purpose of business efficacy or because it is so obvious as to go without saying. It also presupposes that, in violation of any such contract, the Respondent must have proceeded deliberately to register the disputed domain names in its own name without disclosure to the second Complainant, subsequently demanding a payment to which it was not entitled in return for their transfer to the newly incorporated entity.

Regarding the registration of the disputed domain names, neither the nature of the Parties' legal relationship, nor the question as to whether any legally binding contract was formed between the Parties (with or without implied terms), nor any question as to whether a trust or similar was formed by the Parties' common

intentions, would be suitable matters for determination by an administrative panel in a written submissions-only proceeding under the Policy. Not for the first time, the Panel is reminded of the observations of a panel in a relatively early case under the Policy, *The Thread.com, LLC v. Jeffrey S. Poploff*, WIPO Case No. [D2000-1470](#). That panel stated that “This Panel is not a general domain name court, and the Policy is not designed to adjudicate all disputes of any kind that relate in any way to domain names. Rather, the Policy is narrowly crafted to apply to a particular type of abusive cybersquatting [...],” adding that “[t]o attempt to shoehorn what is essentially a business dispute between former partners into a proceeding to adjudicate cybersquatting is, at its core, misguided, if not a misuse of the Policy”.

As the present Panel indicated in *Juno Healthcare Partners Ltd v. Registration Private, Domains By Proxy, LLC / Tom Hickman, IVF Professionals Ltd*, WIPO Case No. [D2021-4143](#), those observations of over twenty years standing still hold good today (see, for example, the discussion in *Nalli Chinnasami Chetty v. Sambbasivam Nalli, Nalli's SILKS SARI CENTRE*, WIPO Case No. [D2021-1831](#)).

In short, the Panel considers that the present dispute is better left to an alternative (court or ADR) forum in which the Parties would have access to procedures such as applications for *interim* relief, discovery orders, oral testimony, and cross-examination, none of which are available under the Policy. The Parties would also be able to secure a definitive legal ruling on the nature of their relationship as a matter of law, including any contractual or common interest trust aspects, which would ultimately lead to a determination as to the ownership of any related business assets, including the disputed domain names.

7. Decision

For the foregoing reasons, the Complaint is denied. The Respondent’s request for a finding of reverse domain name hijacking is also denied.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Sole Panelist

Date: September 1, 2022