

## **ADMINISTRATIVE PANEL DECISION**

Peninsula Healthcare (UK) Limited v. Branspass Limited  
Case No. D2023-2557

### **1. The Parties**

The Complainant is Peninsula Healthcare (UK) Limited, United Kingdom, represented by GSC Solicitors LLP, United Kingdom.

The Respondent is Brandpass Limited, United Kingdom.

### **2. The Domain Name and Registrar**

The disputed domain name <ruhdental.com> 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 June 13, 2023. On June 14, 2023, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 14, 2023, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (DomainsbyProxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 21, 2023, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on June 21, 2023.

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 the Respondent of the Complaint, and the proceedings commenced on June 29, 2023. In accordance with the Rules, paragraph 5, the due date for Response was July 19, 2023. The Respondent did not submit any formal response. The Respondent sent an informal email to the Center on July 18, 2023. The Center informed the Parties of the possibility of suspending the proceeding for settlement discussions on July 19, 2023. The Complainant informed the Center that it did not wish to suspend the proceeding on July 21, 2023. Accordingly, the Center notified the Parties that it would proceed to panel appointment on July 21, 2023.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on August 4, 2023. 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 is a company incorporated in England and Wales on June 11, 2014 under company number 09082491. The Complainant controls the rights in the “Ruh Dental” brand and operates a number of dental surgeries and a dental training academy through its subsidiaries, including Ruh Dental (Fleet Street) Limited, a company incorporated in England and Wales on March 5, 2015 under company number 09473949 (“Ruh Dental FS”). Ruh Dental FS was named Neem Tree (Canary Wharf) Limited between March 5, 2015 and September 18, 2015, and The Neem Tree (Fleet Street) Limited between September 18, 2015 and November 20, 2018.

The Complainant is the owner of United Kingdom Registered Trademark Number 3680585 for the mark RUH DENTAL, effective from August 12, 2021 and registered on November 26, 2021 in Classes 3, 5, 41, and 44.

The disputed domain name was registered on September 18, 2018. The Respondent, Brandpass Limited (“Brandpass” or “Respondent”), is a company incorporated in England and Wales on March 24, 2021 under company number 13289648<sup>1</sup>. Brandpass is controlled by Mr. Omar Choudhry. It may be noted that the Respondent had not yet been incorporated when the disputed domain name was registered. The Respondent is listed on the Whols record for the disputed domain name as “Branspass Limited” but this is a typographical error for Brandpass, as discussed below.

Mr. Choudhry has a history of providing information technology services to the Complainant and its subsidiaries, including website development and support, through various entities, and latterly via Brandpass. The disputed domain name was registered by Mr. Choudhry, or others on his behalf, on the basis of the Complainant’s instructions. As at June 14, 2023, the registrant of the disputed domain name was listed on the corresponding Whols record as “Branspass Limited” although the Complainant asserts and the Respondent has effectively acknowledged that this should show the Respondent’s corporate name and is merely a typographical error, on which subject, see the discussion on Respondent identity below.

On the same day that the disputed domain name was registered, the domain name <ruh.dental> was also registered by Mr. Choudhry, or others on his behalf. As at June 14, 2023, the registrant of that domain name is “Fleet Street Neem Tree”, with an address at the Complainant’s Fleet Street, London practice. The contact details feature the same mobile telephone number as is listed in respect of the disputed domain name and an email address containing the name “omar”, thus suggesting a connection to Mr. Choudhry. On April 13, 2021, the domain name <ruhacademy.com> was registered by Mr. Choudhry, or others on his behalf. As at June 14, 2023, the registrant of that domain name is “Ruh Dental”, with an address at the Complainant’s Fleet Street, London practice.

The Complainant maintains that, via its subsidiary Ruh Dental FS, it has paid for the registration and renewal fees of the disputed domain name based upon the information available to it, namely, (1) an entry from the Complainant’s Sage accounting system dated September 19, 2018 showing a payment of GBP 87.73 to the Registrar (this entry does not appear to have been produced to the Panel); (2) an entry in Ruh Dental FS’s bank statement dated September 18, 2019 showing a debit card payment to the Registrar of GBP 14.39; (3) an entry in Ruh Dental FS’s bank statement dated September 18, 2021 showing a debit card payment to the Registrar of USD 14.39; (4) an entry in Ruh Dental FS’s bank statement dated September 19, 2021

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<sup>1</sup> Although some company data was provided by the Complainant, the Panel has also reviewed publicly available data from United Kingdom Companies House in order to assist it in making this decision (on the subject of the Panel checking material from publicly available sources, see section 4.8 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”))

showing a debit card payment to the Registrar of USD 107.21. The Complainant adds that Ruh Dental FS also paid USD 14.39 to the Registrar on October 18, 2020 according to the penultimate entry on a particular bank statement but the Panel was unable to find this in the Complainant's annexes.

The Complainant's official website, to which the disputed domain name points, appears to have been online since at least August 5, 2020. On October 15, 2020, Mr. Choudhry confirmed in an email that payments made to the Registrar were not for advertising but for "infrastructure (Domains)".

In about March or April 2021, following its incorporation, the Respondent began to provide information technology services to the Complainant consisting of technical support of the Complainant's website together with online marketing assistance. The Respondent's remuneration was based on a monthly fee and an incentive payment. The latter was a fixed percentage of turnover exceeding an agreed threshold.

On June 9, 2021, Mr. Choudhry sent an email to *inter alia* one of the Complainant's directors with the subject "IP information and Ruh backup information". In the email, he noted that he had provided a document "outlining all the IP touch points across the Ruh Platforms [...] the only two areas in which Ruh don't own any of the IP is the Nifsees Framework and Nifsees Logic Processor which is technology built and owned by me". The document showed that the Complainant owned the website theme, functionality and design, the database and visual content "created on commission for Ruh Dental as a brand". No specific mention was made of any domain names.

The Complainant's arrangement with the Respondent continued until November 2, 2022, when representatives of the Complainant and the Respondent met and agreed a "full technical handover". A follow-up email from one of the Complainant's directors to Mr. Choudhry dated November 5, 2022 indicates that "any and all accounts" would be transferred, that there would be a reduced monthly payment for three months and that "the incentive will stay in place". Mr. Choudhry replied to that email on November 7, 2022 noting that he was "happy with above".

A dispute has arisen between the Parties following the end of the full technical handover period. The Respondent believes that it is entitled to the incentive payment in perpetuity and a two per cent equity option in certain of the Complainant's subsidiary companies. The Respondent relies upon an undated letter of intent between Mr. Choudhry and the Complainant that is expressed to be non-binding, together with a subsequent course of conduct. In a demand letter issued by the Respondent on April 17, 2023, the Respondent notes *inter alia* "Domain ownership / As I am sure you are already aware, our affiliate company Brandpass Limited is the legal registered owner of: <ruh dental.com>, <ruh dental.co.uk>, <ruh dental> and <ruh academy.com>". The letter sought the payment of the incentive and an amount to represent the equity option, in return for which it proposed that "we are prepared to transfer ownership of [the disputed domain name] to [the Complainant]".

In a letter of June 5, 2023 to the Complainant's solicitors, the Respondent proposed that the Complainant make "a reasonable settlement offer to take full ownership of the [disputed] domain name" in return for which it would stand down its lawyers regarding the equity share option claim. It added, "Alternatively if your client is not willing to make an offer, we are willing to license the domain name for 24 months, inclusive of all technical support, at a cost of £8,000 a month".

In an email of June 9, 2023, Mr. Choudhry proposed that any further technical assistance to be provided by the Respondent would require a maintenance agreement, adding "The alternative you have is to outright acquire the domain, I am welcoming you to make a reasonable offer in guidance with industry standard domain valuations as a multiplier on revenue. We will consider this offer and if accepted, will immediately handover [*sic*] access to the domain name".

Historic Whois records do not show the date of transfer of the disputed domain name to the Respondent from the previous registrant. There is however an indication that this may have taken place between March 20, 2022 (up to which date the records show a blank registrant organization field and the state/province field

shows “London”) and June 25, 2022, when the registrant name and address becomes that of Domains By Proxy LLC.

## 5. Parties' Contentions

### A. Complainant

In summary, the Complainant contends as follows:

Identical or confusingly similar

The Complainant is the owner of the RUH DENTAL trademark. The names “Ruh” and “Ruh Dental” are used by the Complainant and its subsidiaries in respect of the dental surgeries they operate in England, and the associated dental training academy. The disputed domain name is confusingly similar to the Complainant's mark. The “.com” element of the disputed domain name is to be disregarded, leaving the disputed domain name identical to the Complainant's word mark.

Rights or legitimate interests

The Respondent has no rights or legitimate interests in the disputed domain name. The disputed domain name has been used exclusively in relation to the Complainant's business since registration and has acted as the URL for its website since at least August 5, 2020. It was registered by Mr. Choudhry along with the domain names <ruh.dental>, and <ruhdental.co.uk> when he was contracted with the Complainant to develop and implement the website and IT systems for their dental business. Registration and renewal fees were paid by the Complainant either directly using their bank account and cards or via Mr. Choudhry who recharged fees to the Complainant. The registrations and renewals of the domain names which Mr. Choudhry registered were all paid for by the Complainant (or its subsidiaries) and clearly carried out on behalf of them rather than on the Respondent's own account.

The Respondent's only involvement with the disputed domain name has been to maintain and service it. It has no right or interest in the disputed domain name. Mr. Choudhry has repeatedly confirmed to the Complainant that the Complainant owns all the intellectual property in the systems he created, save for two elements of software in which he retained the rights. It was made clear in November 2022 that all accounts should be handed over to the Complainant.

Registered and used in bad faith

The circumstances of this case justify the conclusion that not only is the disputed domain name being used in bad faith currently but also that bad faith existed when it was registered or acquired by the Respondent. The registrant of the disputed domain name is inexplicably different from the domain name <ruh.dental> that was registered by Mr. Choudhry on the same date.

Mr. Choudhry had knowledge of the plans of the Complainant in respect of its name and trademark, and he knew that the disputed domain name was to be the main domain name for the website and email addresses. The Respondent was not incorporated until March 2021 and cannot have been the initial registrant for the disputed domain name. It must have acquired or had the disputed domain name transferred to it at some point thereafter. Historic Whois records do not show the date of transfer. Mr. Choudhry must have either registered the disputed domain name in his own name or the name of one of his other companies or must have registered it in the name of the Complainant and subsequently transferred this to the Respondent. Historic Whois records do however suggest a transfer took place between March 20, 2022 and June 25, 2022. By this date, the Complainant's trademark had been registered and the value of the Complainant's “Ruh Dental” name would have been clear to the Respondent. The Respondent acquired the disputed domain name deliberately in bad faith with a view to seeking substantial financial benefits in the future.

Mr. Choudhry has claimed that the Respondent is the owner of all of the domain names that he has registered. This statement has been shown to be untrue, based on the registrant information of the domain names <ruh.dental> and <ruhacademy.com>. The Respondent has provided no explanation as to why it believes it is entitled to ownership of the disputed domain name. It has refused to transfer it. The submission of inflated valuations and offers regarding the disputed domain name shows that the Respondent retains it to create a nuisance for the Complainant and to extract a significant payment from it.

## **B. Respondent**

The Respondent did not submit a formal Response to the Complainant's contentions. It did however, object to the use of "without prejudice" communications between it and the Complainant in the Complainant's evidence.

## **6. Discussion and Findings**

To succeed, the Complainant must demonstrate that all of the elements listed in paragraph 4(a) of the Policy have been satisfied:

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

### **A. Preliminary issues: use of "without prejudice" communications and identity of the Respondent**

The Respondent has taken issue with the admissibility of its communications from and after the demand letter of April 17, 2023 on the basis that these were intended to be "without prejudice" and in contemplation of a settlement between the Parties. Section 3.10 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)") deals with the consensus view of panels under the Policy regarding settlement discussions between the Parties, noting that these are generally regarded as "admissible" particularly insofar as relevant to assessing the Parties' respective motivations. The section goes on to note that if negotiations confirm that the respondent's intent was merely to capitalize on the complainant's rights (as opposed to using the domain name for *prima facie* legitimate purposes, possibly including resale), this would be material to a panel's assessment of bad faith, adding that negotiations can serve a legitimate purpose, and are not necessarily indicative of bad faith.

In the present case, the Panel is content to admit the Parties' settlement correspondence, not least because the question of whether the Respondent is using the disputed domain name unfairly as a lever to improve its position in the Parties' negotiations has been raised as a live issue. The Panel considers that the correspondence may be useful in understanding the Respondent's motivations regarding its acquisition and use of the disputed domain name.

As regards the identity of the Respondent, the Rules define this as "the holder of a domain name registration against which a complaint is initiated". Nevertheless, the Panel has discretion to substitute another entity as a respondent by way of its general powers as set out in paragraph 10(a) of the Rules. In the present case, the Panel notes that both of the Parties accept that the Respondent should be Brandpass and not "Branspass Limited" as is noted on the Whols record. Although Brandpass has not taken part in the administrative proceeding, it has asserted in correspondence with the Complainant that it is the holder of the disputed domain name. The Panel therefore determines that the correct Respondent for the purposes of this proceeding is Brandpass.

## **B. Identical or Confusingly Similar**

The inquiry on this element is usually conducted in two stages. First, the Complainant must show that it has UDRP-relevant rights in a trademark. It does not matter for the purposes of this element if the trademark concerned post-dates the disputed domain name, although this may be relevant to the second and/or the third element inquiry. Secondly, any such trademark is compared to the subject domain name, the intention of the exercise being to assess whether the trademark is recognizable therein. The Top-Level Domain is usually disregarded in the comparison process on the basis that this is required for technical reasons only. If the trademark is alphanumerically identical to the Second-Level Domain of the subject domain name, identity will generally be found, whereas if it is otherwise recognizable, confusing similarity will typically be found.

In the present case, the Panel finds that the Complainant has rights in its RUH DENTAL registered trademark as described in the factual background section above. Comparing this to the disputed domain name, absent the Top-Level Domain, it may be seen that they are alphanumerically identical, disregarding the space as spaces are not permitted in domain names for technical reasons.

In these circumstances, the Panel finds that the Complainant has carried its burden with regard to paragraph 4(a)(i) of the Policy.

## **C. Rights or Legitimate Interests**

The consensus of previous decisions under the Policy is that a complainant may establish this element by making out a *prima facie* case, not rebutted by the respondent, that the respondent has no rights to or legitimate interests in a domain name. In the present case, the Complainant focuses on the fact that the Respondent is a service provider to the Complainant, noting that the Respondent has acquired the disputed domain name from its original registrant, the identity of which is unknown to the Complainant and the Panel. The acquisition must have taken place at some point after the Respondent's incorporation on March 24, 2021, and possibly between March 20, 2022 and June 25, 2022, based on the change within the historic Whols.

The Complainant's position is that there would be no basis for any claim of rights or legitimate interests in the disputed domain name on the part of the Respondent. The disputed domain name has been used for the Complainant's official website, was registered on its instructions and behalf, and it paid the Registrar for the related registration and renewal fees. While there are prior relations between the Parties along the lines of an informal service arrangement, the Complainant contends that this would not justify the Respondent accepting a transfer of the disputed domain name from any third party or potentially taking a transfer of the disputed domain name out of the name of the Complainant. This is sufficient to establish the requisite *prima facie* case in the Panel's opinion.

The Respondent has remained silent in connection with this proceeding and has not attempted to demonstrate any rights or legitimate interests that it might have in the disputed domain name, such as, for example, any entitlement to hold the disputed domain name based upon a prior agreement between the Parties. Notably, there is nothing in the prior correspondence between the Parties that seeks to explain the background to the transfer of the disputed domain name that must have taken place at some point after the Respondent's incorporation. Nor is there anything in the correspondence that puts forward a reasonable basis for the Respondent's holding of the disputed domain name.

In the demand letter of April 17, 2023, the Respondent announces its holding of the disputed domain name as a fact, without further elaboration, incorrectly adding that the Respondent also holds the domain names <ruh.dental> and <ruhacademy.com> when these are in fact registered in a variant of the former or current name of Ruh Dental FS. This statement is made in the context of the Respondent seeking a settlement from the Complainant in respect of its commercial dispute and, in the absence of any suitable explanation, appears to the Panel as an attempt to hold the Complainant to ransom in respect of any such settlement. Furthermore, to a degree, the Respondent's claim of any entitlement to the disputed domain name is also

contradicted by Mr. Choudhry's document regarding intellectual property ownership. While the document itself does not specifically mention domain names, Mr. Choudhry's accompanying email unequivocally states, "The only two areas in which Ruh don't own any of the IP is the Nifsees Framework and Nifsees Logic Processor which is technology built and owned by me". No claim to ownership of the disputed domain name was asserted by the Respondent or Mr. Choudhry at the time when that email was sent.

In all of these circumstances, the Panel finds that the Respondent has failed to rebut the Complainant's *prima facie* case that the Respondent has no rights or legitimate interests in the disputed domain name. Accordingly, the Complainant has carried its burden with regard to paragraph 4(a)(ii) of the Policy,

#### **D. Registered and Used in Bad Faith**

This is not the more frequently observed type of case under the Policy involving parties in a prior business relationship. In many such cases, the parties plan to go into business together and one of them, typically not the trademark owner, decides to register (and to pay for on its own account) a domain name to support all or part of that business. In such cases, the fact that the registrant has taken the domain name in its own name rather than in the name of the trademark owner usually comes to the latter's notice only after some time has passed. Depending upon the specific circumstances of the case, it can sometimes be challenging for a panel under the Policy to determine the motivations of this particular kind of domain name holder at the point of registration, this frequently being in the distant past, and dating from the outset of the parties' relationship.

In this case, however, although the Parties were in a prior business relationship, the date on which the issue of registration in bad faith should be assessed is not the registration date of the disputed domain name but the date of its acquisition by the Respondent. That date is uniquely in the Respondent's knowledge, as is the identity of the original holder, and the reason why the disputed domain name was transferred from such holder. A further difference from the typical case is that the Complainant appears to have paid for the registration and renewal of the disputed domain name, as confirmed both by its bank statements, and by Mr. Choudhry's email of October 15, 2020.

It is evident that the Respondent cannot have become the holder of the disputed domain name before it was incorporated. Accordingly, the earliest date for the Respondent's acquisition of the disputed domain name is March 24, 2021. By that date, the Complainant's trademark was not yet registered, although there is no doubt in the Panel's mind that the Complainant's rights were at least already "nascent" within the meaning of section 3.8.2 of the [WIPO Overview 3.0](#), and that the Respondent would have known of and have been able to anticipate this by virtue of Mr. Choudhry's long association with the Complainant. In addition, by that date, Ruh Dental FS had been trading in that name since at least November 20, 2018, suggesting to the Panel that it would likely have been able to claim trademark-like protection in its name by way of the law of passing off in its jurisdiction. In all of those circumstances, the Panel finds that the disputed domain name was acquired by the Respondent in the knowledge of the Complainant's rights (or nascent rights) in the mark RUH DENTAL.

It is of some significance that the domain name <ruh.dental>, registered by Mr. Choudhry on behalf of and on the instructions of the Complainant on the same date as the disputed domain name, is held in a variant of the previous name of Ruh Dental FS (the Complainant's subsidiary). As noted above, Ruh Dental FS changed to its present name on November 20, 2018, suggesting that this is the original registrant of that particular domain name and not the result of a recent change. In the absence of any contradictory information from the Respondent, or from Mr. Choudhry, the Panel considers it to be extremely unlikely that the disputed domain name was registered at the same time to a different holder from that of domain name <ruh.dental>. On the balance of probabilities, the Panel therefore infers that the disputed domain name was originally registered in the previous name of Ruh Dental FS.

The Respondent can be expected to have had access to the relevant domain name account with the Registrar via its principal, Mr. Choudhry. In these circumstances, the Panel considers it more probable than not that the Respondent became the holder of the disputed domain name by it being taken out of the prior name of Ruh Dental FS by Mr. Choudhry, or others on his behalf. A possible period in which this might have



occurred, bearing in mind the changes to the Whois information, is that between March 20, 2022, and June 25, 2022. There is no apparent good faith basis on the present record whereby Mr. Choudhry or the Respondent would have been entitled to effect and/or to accept such a registrant change. Despite the fact that its conduct surrounding the acquisition of the disputed domain name calls for an explanation, the Respondent has not taken up the opportunity to provide the Panel with any relevant information.

After receiving the transfer of the disputed domain name, the Respondent sought to use it to hold the Complainant to ransom in commercial negotiations relating to the basis on which it provided its services. It repeatedly attempted to make the transfer of the disputed domain name, or payment therefor, a contingency in any proposed settlement arrangement without seeking to explain any entitlement on its part to hold it. It is reasonable to infer, in the absence of evidence to the contrary, that the Respondent had this plan in mind at the point when it acquired the disputed domain name. This is sufficient in the Panel's mind to constitute both registration and use in bad faith, noting that the categories of bad faith registration and use are not limited by the provisions of paragraph 4(b) of the Policy.

It remains possible that there might be a reasonable explanation for the Respondent's conduct regarding the disputed domain name, although the prospect does appear somewhat remote to the Panel. However, the fact that the Respondent has chosen not to engage with the present proceeding, and that it did not seek to assert any reasonable basis for holding the disputed domain name in the prior correspondence, fortifies the Panel in the conclusion that it has reached.

The Panel notes for completeness that it has given consideration to a scenario where Mr. Choudhry himself was the registrant of the disputed domain name at the time of its creation. This scenario would nevertheless play out against a background where, as noted in the preceding section, the disputed domain name was registered on the Complainant's instructions and behalf, and in circumstances where the Complainant paid the Registrar for the related registration and renewal fees. It would fall to Mr. Choudhry, as director of the Respondent, to provide an explanation as to why the disputed domain name had been registered in his personal name when the domain name <ruh.dental>, registered on the same day, was taken under the former name of the Complainant's subsidiary company. It would fall to him to explain why he did not mention this in his report to the Complainant regarding the ownership of intellectual property relating to the Complainant's website. Finally, on this scenario, it would also fall to Mr. Choudhry to explain the subsequent transfer of the disputed domain name from his personal name into the name of the Respondent. This last point would potentially have an effect upon the date on which registration in bad faith should be assessed by the Panel. It is possible that Mr. Choudhry might have sought to argue that the transfer did not break the chain of registration, if he was able to provide evidence that the Respondent was and is effectively his own personal service company, and thus that the disputed domain name has remained under his *de facto* control at all times.

However, in the absence of any reasonable explanations by Mr. Choudhry on the discrepancy in holder name between two domain names registered on the same day ostensibly on the Complainant's behalf, the omission of the disputed domain name in his intellectual property report, and the full circumstances of the transfer of the disputed domain name to the Respondent, it is probable that the Panel would likewise have reached a finding of registration and use in bad faith on the basis of this alternative scenario. For example, depending upon the actual date of transfer of the disputed domain name, which is not known to the Panel, the Panel might have inferred that this transfer or change in registration was made in the context of the Parties' business dispute, and was accomplished in a deliberate attempt to frustrate the assessment of liability in relation to the registration or use of the disputed domain name (see, for example, *Akris Prêt-à-Porter AG v. Fresh Enterprise Limited and Andrew Kris*, WIPO Case No. [D2011-0366](#) and section 3.9 of the [WIPO Overview 3.0](#)). Given this, and the Panel's finding on the topic of rights and legitimate interests, the Panel considers that this alternative scenario most probably does not impact the outcome based on the facts and circumstances on the present record.

In all of these circumstances, the Panel finds that the disputed domain name has been registered and is being used in bad faith, and that the Complainant has carried its burden in terms of paragraph 4(a)(iii) 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 <ruhdental.com> be transferred to the Complainant.

*/Andrew D. S. Lothian/*

**Andrew D. S. Lothian**

Sole Panelist

Date: August 18, 2023