

ADMINISTRATIVE PANEL DECISION

Crédit Industriel et Commercial S.A. and Confédération Nationale du Crédit Mutuel v. Moha Kasi
Case No. D2023-4508

1. The Parties

The Complainants are Crédit Industriel et Commercial S.A., France (the « First Complainant ») and Confédération Nationale du Crédit Mutuel, France (the « Second Complainant »), represented by MEYER & Partenaires, France.

The Respondent is Moha Kasi, France.

2. The Domain Names and Registrar

The disputed domain names <moncompteenligne-creditmutuel.com>, <monespaceclient-cic.com>, <monespaceclientenligne-cic.com> and <monespaceenligne-creditmutuel.com> (the “Disputed Domain Names”) are registered with PDR Ltd. d/b/a PublicDomainRegistry.com (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on October 30, 2023. On October 31, 2023, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Names. On November 1, 2023, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Disputed Domain Names which differed from the named Respondent (Domain Admin, Privacy Protect LLC and GDPR Masked) and contact information in the Complaint. The Center sent an email communication to the Complainants on November 1, 2023, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainants to submit an amendment to the Complaint. The Complainants filed an amended Complaint on November 6, 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 November 9, 2023. In accordance with the Rules, paragraph 5, the due date for Response was November 29, 2023. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on November 30, 2023.


The Center appointed Christiane Féral-Schuhl as the sole panelist in this matter on December 11, 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 First Complainant is one of the oldest French banking establishments and was founded in 1859.




The Second Complainant is part of a French banking group which is the second French banking and insurance services group.

The First Complainant is the owner of several registered trademarks incorporating the letters "CIC" which are an acronym of its corporate name "Crédit industriel et commercial" (the "CIC Trademarks") including:

- the French wordmark "C.I.C" No. 1358524, registered on June 10, 1986, and regularly renewed for products and services in classes 35 and 36;
- the European Union wordmark "CIC" No. 005891411, registered on May 10, 2007, and regularly renewed for products and services in classes 9, 16, 35 and 36;
- the European Union semi-figurative trademark  No. 011355328, registered on March 26, 2013, and regularly renewed for products and services in classes 9, 16, 35 and 36.

The First Complainant is also the owner of several domain names using only the CIC Trademarks.

The Second Complainant is the owner of several registered trademarks incorporating its business name (the "CREDIT MUTUEL Trademarks") including:

- the French semi-figurative trademark  No. 1475940 registered on July 8, 1988, and regularly renewed for products and services in classes 35 and 36;
- the French semi-figurative trademark  No. 1646012 registered on November 20, 1990, and regularly renewed for products and services in classes 16, 35, 36, 38 and 41;
- the European Union wordmark CRÉDIT MUTUEL No. 009943135 registered on October 20, 2011, and regularly renewed for products and services in classes 9, 16, 35, 36, 38, 41, 42 and 45;
- the International semi-figurative trademark  No. 570182 registered on May 17, 1991, and regularly renewed for products and services in classes 16, 35, 36, 38 and 41.

The Second Complainant is also the owner of several domain names incorporating the CREDIT MUTUEL Trademarks.

The Disputed Domain Names were registered on September 19, 2023, and October 18, 2023, and at the time of the Complaint and Decision resolve to the same parking page.

The Disputed Domain Names' registrant is a natural person appearing to be located in France.

5. Parties' Contentions

A. Complainants

The Complainants contend that they have satisfied each of the elements required under the Policy for a transfer of the Disputed Domain Names.

Notably, the Complainants contend that the Disputed Domain Names are identical or confusingly similar to trademarks in which the Complainants have rights. The Complainants have established that they respectively own trademarks incorporating their business names. The Complainants first asserts that the generic Top-Level-Domain ("gTLD") of the Disputed Domain Names must not be taken into account to assess the confusing similarity. The Complainants explain that the radicals of the Disputed Domain Names respectively reproduce the CIC and CREDIT MUTUEL Trademarks. The Complainants consider that the mere association of the French words "mon compte en ligne", "mon espace client", "mon espace en ligne" and "mon espace client en ligne" that are translated into "my online account", "my online space", "my client space" and "my online client space" cannot distinguish the Disputed Domain Names from the Complainants' Trademarks since these words are descriptive and are usually used to online securities activities such as banking services.

Then, the Complainants submit that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Names. The Complainants explain that they have not licensed nor authorized the Respondent to make any use of their trademarks for registering the Disputed Domain Names. They also submit that they are not related to the Respondent and add that the latter is not known under the Complainants' trademarks. The Complainants assert that they have prior rights in the CIC and CREDIT MUTUEL Trademarks that precede the registration of the Disputed Domain Names. Moreover, the Complainants stand that the Disputed Domain Names resolve to a web hosting "Plesk" webpage and that this use cannot characterize a *bona fide* offering of goods or services or a legitimate, noncommercial fair use of the Disputed Domain Names. The Complainants also highlight the probability for the Respondent to use the Disputed Domain Names as part of a phishing scheme since they are built in a way to confuse Internet users into believing they are dealing with the Complainants.

Finally, the Complainants stand that the Disputed Domain Names were registered and are being used in bad faith. The Complainants highlight the strong reputation of their CIC and CREDIT MUTUEL Trademarks which have been registered before the registration of the Disputed Domain Names. For the Complainants, the Respondent could not ignore the existence of the Complainants and of their trademarks since a simple search of the Disputed Domain Names in a search engine leads to results about the Complainants. The Complainants consider that the addition of generic words to the Disputed Domain Names strongly suggests a connection with them. Finally, the Complainants submit that the Disputed Domain Names are used in bad faith since they are resolving to the same "Plesk" holding page. This use cannot be considered as an active use of a domain name, and the non-use should be considered as passive holding which is considered as a bad faith use of a domain name.

B. Respondent

The Respondent did not reply to the Complainants' contentions.

6. Discussion and Findings

Paragraph 4(a) of the Policy provides that the Complainants shall prove the following three elements:

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

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the Disputed Domain Names. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[WIPO Overview 3.0](#)"), section 1.7.

Based on the available record, the Panel finds the Complainants have shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The Panel finds the entirety of the CIC and CREDIT MUTUEL Trademarks is reproduced within the Disputed Domain Names. Accordingly, the Disputed Domain Names are confusingly similar to the Complainants' trademarks for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The Panel finds the marks are recognizable within the Disputed Domain Names. Accordingly, the Disputed Domain Names are confusingly similar to the marks for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other terms here, "mon compte en ligne", "mon espace en ligne", "mon espace client", and "mon espace client en ligne" may bear on assessment of the second and third elements, the Panel finds the addition of such terms with the use of hyphens does not prevent a finding of confusing similarity between the Disputed Domain Names and the marks for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

Based on the available record, the Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in Disputed Domain Names.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative", requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a *prima facie* case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. [WIPO Overview 3.0](#), section 2.1.

Having reviewed the available record, the Panel finds the Complainants have established a *prima facie* case that the Respondent lacks rights or legitimate interests in the Disputed Domain Names. The Respondent has not rebutted the Complainants' *prima facie* showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the Disputed Domain Names such as those enumerated in the Policy or otherwise.

Indeed, it appears that the Respondent has not received any authorization to use the CIC and CREDIT MUTUEL Trademarks in any manner, including for the registration of the Disputed Domain Names.

Moreover, it appears from the non-use of the Disputed Domain Names, which resolve to the same parking page, that the Respondent is not using or has not prepared to use the Disputed Domain Names with a *bona fide* offering of goods or services, nor is the Respondent making a legitimate noncommercial or fair use of the Disputed Domain Names without intent for commercial gain. There is also no evidence on record showing that the Respondent is commonly known by the Disputed Domain Names or the names "cic" or "credit mutuel".

Based on the available record, the Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

In the present case, the Panel notes that the Respondent has registered the Disputed Domain Names well after the registration of the CIC and CREDIT MUTUEL Trademarks by the Complainants.

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. [WIPO Overview 3.0](#), section 3.2.1.

Panels have found that the non-use of a domain name including a web server default or parking page would not prevent a finding of bad faith under the doctrine of passive holding. Having reviewed the available record, the Panel finds the non-use of the Disputed Domain Names does not prevent a finding of bad faith in the circumstances of this proceeding. Although panelists will look at the totality of the circumstances in each case, factors that have been considered relevant in applying the passive holding doctrine include: (i) the degree of distinctiveness or reputation of the complainant's mark, (ii) the failure of the respondent to submit a response or to provide any evidence of actual or contemplated good-faith use, and (iii) the respondent's concealing its identity or use of false contact details (noted to be in breach of its registration agreement). [WIPO Overview 3.0](#), section 3.3. Having reviewed the available record, the Panel notes the distinctiveness or reputation of the Complainants' Trademarks, and the composition of the Disputed Domain Names, including terms that can be widely used in the field of activity of the Complainants, and finds that in the circumstances of this case the passive holding of the Disputed Domain Names does not prevent a finding of bad faith under the Policy.

Indeed, at the time of the Complaint and the Decision, the Disputed Domain Names resolve to parking sites identified as a "Web Server's Default Page" and indicating that "there is no Web site at this address". Accordingly, the Panel will address this scenario similarly to one where the Disputed Domain Names are inactive. The Panel also highlights that the Disputed Domain Names are construed in a way that they can be used as part of a phishing scheme in order to trick Internet users into thinking they are dealing with the Complainants. Such use can be detrimental for Internet users given the sensitive nature of the services provided by the Complainants.

Based on the available record, the Panel finds that the Complainants have established the third element 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 Names <moncompteenligne-creditmutuel.com>, <monespaceclient-cic.com>, <monespaceclientenligne-cic.com> and <monespaceenligne-creditmutuel.com> be transferred to the Complainants.

/Christiane Féral-Schuhl/

Christiane Féral-Schuhl

Sole Panelist

Date: December 25, 2023