

## **ADMINISTRATIVE PANEL DECISION**

Confederation Nationale du Crédit Mutuel v. zong feng  
Case No. D2024-1728

### **1. The Parties**

The Complainant is Confederation Nationale du Crédit Mutuel, France, represented by MEYER & Partenaires, France.

The Respondent is zong feng, Hong Kong, China.

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

The disputed domain name <assvictimescreditmutuel.com> is registered with Gname.com Pte. Ltd. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) on April 24, 2024. On April 25, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 26, 2024, 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 (Redacted for privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on May 1, 2024, 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 in English on May 3, 2024.

On May 1, 2024, the Center informed the parties in Chinese and English, that the language of the registration agreement for the disputed domain name is Chinese. On May 2, 2024, the Complainant confirmed its request that English be the language of the proceeding. The Respondent did not submit any comment on the Complainant’s submission.

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 in Chinese and English, and the proceedings commenced on May 7, 2024. In accordance with the Rules, paragraph 5, the due date for Response was May 27, 2024. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on May 28, 2024.

The Center appointed Deanna Wong Wai Man as the sole panelist in this matter on June 4, 2024. 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 French association founded in 1901 and is the political and central body for the banking group Credit Mutuel, which is a major French banking and insurance group. This group provides its services to 12 million clients for more than a century and has a network of 3,178 offices in France, congregated in 18 regional federations. The Complainant operates a web portal available at "www.creditmutuel.com" (registered on October 27, 1995) and "www.creditmutuel.fr" (registered on August 9, 1995) dedicated to its services, including online banking services.

The Complainant owns an international trademark portfolio for the CREDIT MUTUEL marks, including but not limited to the following trademarks, French trademark registration No. 1475940 for the semi-figurative mark CREDIT MUTUEL, registered on July 8, 1988; and International trademark No. 570182 for the semi-figurative mark CREDIT MUTUEL, registered on May 17, 1991.

The disputed domain name was registered on March 19, 2024, and is therefore of a later date than the abovementioned trademarks of the Complainant. The Complainant submits evidence that the disputed domain name directs to an inactive, error webpage.

Whilst the Panel notes that the disputed domain name currently displays an active website, offering information on how to obtain certain medication as well as advice on how to deduct tax on stock dividends, the Panel decides to disregard this new use made of the disputed domain name arisen after the filing of the Complaint, since panels generally assess respondent rights or legitimate interests at the time of the filing of the complaint (see [WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition \("WIPO Overview 3.0"\)](#), section 2.11), since the Respondent did not reply to the Complaint and did not cooperate in any way in this proceeding and since this fact would not have changed the outcome in this proceeding (if the Panel had considered the current website, the Panel would have found that the Respondent is not currently using the disputed domain name for a legitimate purpose because it is not being used in connection with the meaning of the terms included in the disputed domain name).

#### **5. Parties' Contentions**

##### **A. Complainant**

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain name is confusingly similar to its registered trademarks as it incorporates the CREDIT MUTUEL mark entirely. The Complainant also claims that the Respondent has no rights or legitimate interests in respect of the disputed domain name: the Respondent is not a licensee of the Complainant, and the Complainant has not given the Respondent any permission to register the trademark as a domain name, nor is there any evidence that the Respondent has been commonly known by the disputed domain name, the Respondent has not used, or prepared to use, the disputed domain name in connection with a bona fide offering of goods and/or services or for any legitimate

noncommercial or fair purpose. The Complainant also adds that the words “assvictimes” in the disputed domain name are likely referring to the “Association of the Victims of Credit Mutuel”, which, it argues, is a group created in 2005 and dissolved in 2010, which had the aim of defending and enforcing the rights of the group’s members and acting as a civil party in litigation against the group and which had registered the disputed domain name earlier, but let it lapse. The Complainant adds that the Respondent has now registered the disputed domain name even though there is no doubt that the disputed domain name has no connection with an association defending the rights of the Complainant’s clients.

As to bad faith, the Complainant states that it has been using its well-known trademark CREDIT MUTUEL for a very long time and that this trademark has been recognized as well known by previous panels applying the Policy. Consequently, the Complainant considers that the Respondent could not have been unaware about the existence of the Complainant’s trademarks at the time the disputed domain name was registered. In addition, the Complainant stresses that the disputed domain name only directs to an inactive website. The Complainant argues that the passive holding of the disputed domain name by the Respondent constitutes bad faith.

## **B. Respondent**

The Respondent did not reply to the Complainant’s contentions.

## **6. Discussion and Findings**

### **6.1 Preliminary Issue: Language of the Proceeding**

The language of the Registration Agreement for the disputed domain name is Chinese. Pursuant to the Rules, paragraph 11(a), in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement.

The Complaint was filed in English. The Complainant requested that the language of the proceeding be English for several reasons, including the fact that the English language is one of the official languages of Singapore where the Registrar is based and that the Registrar’s website is in English, and the allegation that the production of the Complaint translated into Chinese would result in additional translation costs and delays, which would be unfair to the Complainant.

The Respondent did not make any specific submissions with respect to the language of the proceeding.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties’ ability to understand and use the proposed language, time and costs ([WIPO Overview 3.0](#), section 4.5.1).

Having considered all the matters above, the Panel determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English.

### **6.2 Substantive Issues**

#### **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 name. [WIPO Overview 3.0](#), section 1.7.

Based on the available record, the Panel finds the Complainant has 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 Complainant's mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other terms here, "assvictimes" may bear on assessment of the second and third elements, the Panel finds the addition of such terms does not prevent a finding of confusing similarity between the disputed domain name and the mark 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 a disputed domain name.

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 Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant's prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

Furthermore, the Panel notes that, based on the Complainant's evidence, on the date of filing of the Complaint, the disputed domain name directs to an inactive, error webpage and that the Respondent has apparently not used the disputed domain name in connection with a bona fide offering of goods or services, nor any credible preparations for that purpose. In this regard, the Panel finds that holding a domain name passively, without making any use of it, does not confer any rights or legitimate interests in the disputed domain name on the Respondent (see in this regard earlier UDRP decisions such as *Bollere SE v. 赵竹飞 (Zhao Zhu Fei)*, WIPO Case No. [D2020-0691](#); and *Vente-Privee.Com and Vente-Privee.com IP S.à.r.l. v. 崔郡 (jun cui)*, WIPO Case No. [D2021-1685](#)). Moreover, while the disputed domain name includes the addition of the term "assvictimes", the Panel finds that the direction of the disputed domain name to an inactive, error webpage does not support fair use under paragraph 4(c)(iii) of the Policy.

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 a domain name which is confusingly similar to the Complainant's well-known, intensely used and distinctive trademarks for CREDIT MUTUEL. The Panel refers to a number of prior decisions under the Policy which have recognized the well-known nature of these trademarks, see for instance *Confederation Nationale du Credit Mutuel v. Diego Christian, Leah Graham, Marlin Atkinson, and Leah Noel*, WIPO Case No. [D2023-0197](#). The Panel deducts from this fact that by registering the disputed domain name, the Respondent deliberately and consciously targeted the Complainant's prior well-known trademarks for CREDIT MUTUEL. The Panel finds that this creates a presumption of bad faith. In this regard, the Panel refers to the [WIPO Overview 3.0](#), section 3.1.4, which states "[p]anels have consistently found that the mere registration of a domain name that is identical or confusingly similar (particularly domain names comprising typos or incorporating the mark plus a descriptive term) to a famous or widely-known trademark by an unaffiliated entity can by itself create a presumption of bad faith." Furthermore, the Panel also notes that the Complainant's trademarks were registered many years before the registration date of the disputed domain name. The Panel deducts from these elements that the Respondent knew, or at least should have known, of the existence of the Complainant's trademarks at the time of registering the disputed domain name. In the Panel's view, these elements indicate bad faith on the part of the Respondent, and the Panel therefore finds that it has been demonstrated that the Respondent registered the disputed domain name in bad faith.

As to use in bad faith, panels have found that the non-use of a domain name (including a blank or "coming soon" page) would not prevent a finding of bad faith under the doctrine of passive holding. Having reviewed the available record, the Panel finds that the non-use of the disputed domain name 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, having reviewed the available record, the Panel notes the distinctiveness and strong reputation of the Complainant's trademark, the Respondent's attempts to conceal its identity and its use of false contact details (the courier service was not able to deliver the Written Notice due to a false or incorrect address), the total lack of cooperation of the Respondent in this proceeding and finds that in the circumstances of this case the passive holding of the disputed domain name does not prevent a finding of bad faith under the Policy.

Based on the available record, the Panel finds that the Complainant has 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 name <assvictimescreditmutuel.com> be transferred to the Complainant.

*/Deanna Wong Wai Man/*

**Deanna Wong Wai Man**

Sole Panelist

Date: June 18, 2024