

ADMINISTRATIVE PANEL DECISION

Rillius Holding Limited v. Diyor Muminov
Case No. D2024-3609

1. The Parties

The Complainant is Rillius Holding Limited, Cyprus, internally represented.

The Respondent is Diyor Muminov, Ukraine, self-represented.

2. The Domain Name and Registrar

The disputed domain name <prematch.biz> is registered with NameCheap, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on September 6, 2024. On September 9, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 9, 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 (Unidentified person) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 10, 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 on September 10, 2024.

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 September 11, 2024. In accordance with the Rules, paragraph 5, the due date for Response was October 1, 2024. The Response was filed with the Center on September 30, 2024.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on October 3, 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.

On October 4, 2024, the Complainant filed a supplemental filing.

4. Factual Background

The Complainant is a company incorporated in Cyprus under company number 415842. No direct information is provided in the Complaint regarding the Complainant's business activities, although it may be surmised from the Complainant's submissions and from its trademark portfolio that it is engaged in the field of "igaming", or online gambling under the marks PARI MATCH and PARIMATCH. The Complainant appears to operate a website at the URL "global.parimatch.com" on which the landing page is the following logo against a largely black background:



The Complainant maintains a large portfolio of registered trademarks consisting of device and word marks containing said trademarks amounting to some six international and 19 national trademarks, including three marks in Ukraine where the Respondent is based.

The earliest of the examples of the Complainant's registered trademarks using such mark extracted from the WIPO Global Brand Database printout annexed to the Complaint is International Registered Trademark Number 1298964 for the figurative mark PARI MATCH, in which the first of these words is on one line, followed by a yellow rhombus-like rectangle, while the second word is offset on the second line, preceded by a similar rectangle, with both words in a bold, black-colored typeface. The mark was registered on October 26, 2015 in Classes 35 and 41.

The Complainant is also the owner of Ukraine Registered Trademark Number 291494 for the word mark PARIMATCH, registered on February 3, 2021 in Classes 35 and 41. The extent to which the Complainant has used such mark is not known.

The disputed domain name was registered on July 30, 2024. According to a screenshot produced by the Respondent, the website features a "coming soon" page which states in Ukrainian (machine translated by the Panel) "Get ready for an exciting experience in the world of iGaming. Stay tuned!" This message appears on a page with a largely greyscale background containing cuboid formations overlaid with monochrome elements of a logo in the center of the page having the following appearance:



The Complainant did not provide its own screenshot of the website associated with the disputed domain name.

According to a document supplied with the Response, the Respondent appears to be a private individual, and a citizen of the Republic of Tajikistan. According to contractual documentation produced by the Respondent, on June 7, 2024, the Respondent entered into an agreement with a Ukrainian company named PRE MATCH LLC¹ whereby the former agreed to engage in domain name registration activities on behalf of

¹ The company is capitalized as such in the official documentation provided with the Response.

the latter “for the creation of a website for the search of the personnel of PRE MATCH LLC”. According to a certified translation of an Extract from the Ukrainian Single State Register of Legal Entities, Individual Entrepreneurs, and Civil Society Formations, the said Ukrainian company was registered on June 5, 2024 in respect of economic activities including, inter alia, the organization of gambling activities and website management. According to a certified translation of an entry from the Board for Regulation of Gambling and Lotteries based in Kyiv, Ukraine, the said company applied to said Board for a license to organize and conduct casino gambling on the Internet under the brand “PRE MATCH” and via the domain name <prematch.com.ua>. While the official translation of said application does not appear to be dated, the application refers to a license for a software product to be used in the online system of the applicant which is dated August 24, 2024, suggesting that the application post-dates this.

According to a certified translation of a document issued by the Ukrainian National Office of Intellectual Property and Innovations dated July 1, 2024, the said Ukrainian company applied for a Ukrainian trademark under application number m202412854 in respect of the mark PRE MATCH, in Classes 35 and 41. According to a certified translation of a further document from the same Office dated September 30, 2024, an opposition had been received to said application from the Complainant on September 3, 2024.

The Respondent produces evidence that third parties have registered the trademark PREMATCH in various countries or territories including Germany, India, and the European Union in Classes such as 9, 10, 35, 38, and 42.

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 both “prematch” and “parimatch” are visually and phonetically similar terms, with both sharing the suffix “-match” and having a similar overall structure. The Complainant notes that the suffix “-match” is commonly associated with sports events and the services in relation to sports and business intermediary services covered by the Class 35, and gambling and betting services covered by the Class 41. The Complainant adds that “prematch” only differs from “parimatch” by two letters, in that “prematch” removes the letter “a”, and substitutes the letter “i” with the letter “e”.

The Complainant contends that the Respondent has no rights or legitimate interests in respect of the disputed domain name because it resolves to a putatively inactive website to run click-through links or to redirect users to sponsored websites (that) does not qualify as a bona fide offering of goods and services, the Respondent is using the disputed domain name for the purpose of deceitfully making visitors believe that the disputed domain name is genuinely operated under the brand of the Complainant and leading them into competitor sites and services, that said website does not offer any genuine services other than deliberately and illegally soliciting customers, that there is no evidence that the Respondent is commonly known by the disputed domain name or has any rights in the PARIMATCH mark or a phonetically or visually similar term or any authorization by the Complainant to use the same, that the disputed domain name was chosen to capitalize on the Complainant’s famous mark, that the Complainant’s rights predate the registration of the disputed domain name, that the Respondent is operating in the same field of gaming as the Complainant using similar web design and a similar launch page, and that the Respondent is not making a noncommercial or fair use of the disputed domain name.

The Complainant states that it is uncontested evidence that given the well-known status of the Complainant’s PARIMATCH marks and the registration and use of the domain name <prematch.biz>, there is no reason for the Respondent to have registered the disputed domain name other than to trade off the reputation and goodwill of the Complainant’s marks, adding that the diversion of Internet users is a common example of use in bad faith. The Complainant asserts that the disputed domain name is used for the sole purpose of

deceitfully leading potential and current customers into registering with competitor site, thus soliciting business from the Complainant and its affiliates, creating general confusion among customers which dilutes the value of the Complainant's mark. The Complainant asserts that the disputed domain name contains no contact information allowing it to identify the user thereof. The disputed domain name mimics the Complainant's website and provides information about the Complainant and its business. The Respondent used the Complainant's trademark, design and business reputation, and took active steps to conceal its identity, whereby the provision of false contact information may serve as an indication of bad faith.

The Complainant contends that its trademarks are widely known and its, and its affiliates' products are highly rated in sectoral ratings, adding that it is very unlikely that the Respondent registered the disputed domain name without knowledge of the Complainant's trademarks.

B. Respondent

The Respondent contends that the Complainant has not satisfied the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Respondent contends that the words "pre match" and the mark PARIMATCH have completely different etymologies where the former is a commonly used term in the gambling industry meaning "betting on an event related to gambling" while the latter is artificially formed from the two words "pari" and "match", adding that the visual design of the "pre match" logo has significant distinguishing characteristics including color and typeface. The Respondent notes that it has an officially filed application for registration of the trademark PRE MATCH which it expects to be granted shortly.

The Respondent contends that it has legal grounds for registering the disputed domain name in accordance with its contract with PRE MATCH LLC, an officially registered company, with the intention of using the disputed domain name to place official announcements of said company regarding its preparations to operate as a gambling organizer in accordance with Ukrainian law, adding that said company has applied for the requisite license along with an application for the related trademark. The Respondent submits that the Complainant's mark cannot be confused by consumers with the designation of PRE MATCH LLC because the mark does not belong to any similar gambling organizer in Ukraine. The Respondent states that the Complainant is under sanctions imposed by the President of Ukraine on March 10, 2023, whereby it cannot carry out the activities of a gambling organizer in Ukraine, such that the disputed domain name could not be said to be capable of use to the detriment of the Complainant's commercial interest.

The Respondent asserts that the disputed domain name was registered without violating the Complainant's rights, and that the Respondent acted openly by registering it as a service provider for PRE MATCH LLC, which is preparing to commence business as a gambling organizer using the brand "Pre Match". Said company indicated its commercial name on its application for a license, applied for registration of a trademark, and issued messages on the disputed domain name recruiting personnel for official employment.

The Respondent asserts that the Complainant's allegations that the disputed domain name may be used by the Respondent to mislead consumers are unfounded as the Complainant carries out no commercial activities in Ukraine, and consumers are aware of this as it is a well-known fact in Ukraine that the Complainant is officially under sanctions and does not, and cannot, serve consumers in Ukraine.

6. Discussion and Findings

A. Preliminary Matters: Other Legal Proceedings and the Complainant's Supplemental Filing

In section VI of the Response, entitled "Other Legal Proceedings", the Respondent noted in terms of paragraph 5(c)(vi) of the Rules that the Commercial Court of the City of Kyiv is considering case number 910/11392/24 on the claim of the Complainant against one of the Respondents regarding a prohibition of use of the PRE MATCH mark, adding that an objection of the Complainant against registration of the PRE

MATCH trademark is also being considered by the competent Trademark Office in Ukraine. Paragraph 5(c)(vi) of the Rules provides that, in the Response, the Respondent shall identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint. Paragraph 18(a) of the Rules provides that in the event of any legal proceedings being initiated prior to or during an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

Here, the Panel determines that paragraph 18(a) of the Rules is not engaged because the proceedings described by the Respondent do not relate to the disputed domain name that is the subject of the Complaint but rather to a wider (trademark) dispute between the Parties.

As noted above, on October 4, 2024, the Complainant filed a supplemental filing. Paragraph 12 of the Rules expressly provides that it is for the panel to request, in its sole discretion, any further statements or documents from the parties it may deem necessary to decide the case. Unsolicited supplemental filings are generally discouraged, unless specifically requested by the panel. Panels have repeatedly affirmed that the party submitting or requesting to submit an unsolicited supplemental filing should clearly show its relevance to the case and why it was unable to provide the information contained therein in its complaint or response (e.g., owing to some “exceptional” circumstance). WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ([“WIPO Overview 3.0”](#)), section 4.6.

The Complainant’s supplemental filing relates to the Respondent’s above submissions in section VI of the Response. In essence, the Complainant asserts that the Respondent’s allegation relating to other legal proceedings is false but goes on to describe certain completed and ongoing legal proceedings between the Parties. First, the Complainant notes that proceedings in which the Complainant sought an interlocutory injunction have been decided against the Complainant, in respect of which the Complainant produces a translation of the Court’s decision. Secondly, the Complainant notes that there are ongoing proceedings before a different court in which the Complainant seeks a further interlocutory injunction. The Complainant asserts that none of the proceedings described relate to the disputed domain name, and submits that they do not engage paragraph 18(a) of the Rules.

As discussed above, the Panel had already reached a decision that the Respondent’s submissions did not disclose proceedings which engaged paragraph 18(a) of the Rules before the Complainant’s supplemental filing was received. The supplemental filing merely seeks to add to the record the Complainant’s own position that such paragraph is not engaged, coupled with a detailed explanation as to why it asserts this. In terms of paragraph 10 of the Rules, the Panel must conduct the proceedings with due expedition. As a decision to admit the Complainant’s supplemental filing would require the proceedings to be delayed in order for comments, if any, to be invited from the Respondent, and as nothing is added by such supplemental filing to the decision that the Panel had already reached on the submissions in section VI of the Response that paragraph 18(a) of the Rules is not engaged here, the Panel declines to admit the Complainant’s supplemental filing.

B. 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.

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 question for the Panel here is whether the Complainant’s PARI MATCH or PARIMATCH marks are recognizable in the disputed domain name which consists of the element “prematch” in its Second-Level Domain. The Panel accepts the Complainant’s submissions that the terms are not far apart in an alphanumeric sense because “prematch” only differs from “parimatch” by two letters, in that “prematch”

removes the letter “a”, and substitutes the letter “i” with the letter “e”. The word “match” is reproduced in both. However, this is not the only measure of similarity or difference that can be brought to bear under the first element analysis under the Policy. For example, the Panel may consider aural or semantic comparisons.

In an aural comparison, it should be noted that the Second-Level Domain of the disputed domain name and the Complainant’s trademark have a degree of aural similarity, and might sound very similar if said quickly, but that there is a further difference to the careful listener in the fact that the former has two syllables while the latter has three.

Semantically speaking, the Second-Level Domain of the disputed domain name and the Complainant’s trademark present different meanings to the observer and would be understood differently. The term “prematch” constitutes a dictionary word or phrase in English meaning “before the match”, which if used in a gambling sense differentiates the placing of bets before, as opposed to during the sporting event, the converse being typically known as “in match” betting. In contrast, the Complainant’s mark PARIMATCH does not necessarily have any dictionary meaning, unless one were to take the term “pari” as indicating the Latin prefix meaning “equal” along with the English word “match”. This phrase would not be particularly meaningful, suggesting that the Complainant’s mark may be a coined term which is not intended to have any particular linguistic meaning. In these circumstances, viewing the trademark and disputed domain name through a semantic lens presents substantial differences between the two.

Nevertheless, on the measure of alphanumeric closeness together with simple visual appearance (as opposed to aural comparison or semantic meaning) the Panel detects sufficient recognizability of the Complainant’s mark here to make a finding of confusing similarity within the meaning of the first element of the Policy. The fact that the terms may hold differences, aurally and semantically speaking, may however be relevant to the assessment of the second and third elements of the Policy.

The Panel finds the first element of the Policy has been established.

C. 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 based upon the fact that the website associated with the disputed domain name does not offer any genuine services, that the Respondent possesses no authorization from the Complainant to use a mark similar to PARIMATCH, that the Complainant’s rights predate the registration of the disputed domain name, that the Respondent is operating in the same field of igaming as the Complainant, and that the Respondent is not making a noncommercial or fair use of the disputed domain name. The Panel therefore turns to review the Respondent’s case in rebuttal.

The essence of the Respondent’s case is that it registered the disputed domain name on a bona fide commercial basis on behalf of a company that has applied for an official license to use the term “Pre Match”

in connection with online gambling activities, and has likewise applied for a corresponding trademark, albeit presently opposed by the Complainant. The Panel is satisfied on the present record that the evidence of official documentation put forward by the Respondent is sufficient to constitute demonstrable preparations to use the disputed domain name in connection with a bona fide offering of goods and services prior to any notice to the Respondent of the dispute, conform to paragraph 4(c)(i) of the Policy.

The Panel notes that the situation might have been different if the Complainant had demonstrated that its trademark was of such substantial repute and the disputed domain could have no ordinary or unrelated meaning, whereby the offering of the same services under an alphanumerically similar mark might not be regarded as bona fide because it would be indicative of the Respondent targeting the Complainant's goodwill. However, the Complainant's assertions of the fame of its mark are largely conclusory. In support of these, the Complainant produces extracts from two online review sites. The first of these shows that the Complainant is a verified company under the "Gambling House" category and is rated as "Great" by 342 reviews. By comparison, however, other gambling companies featuring on the same extract have 4,066 and 9,740 reviews respectively. The second online site rates the Complainant as 4.2/5 on the basis of 77 ratings. The numbers of ratings themselves on these sites are insufficient to demonstrate any degree of notoriety.

An undated United Kingdom-focused review by a journalist together with a range of contributors described as experts provided on the second review site does state that the Complainant has been in existence since 1994 and has positioned itself as a major player in the United Kingdom betting scene, ranked in the top 10 for seven different categories, putting it among the best in that country. This goes some way towards suggesting that the Complainant might possess a degree of notoriety in the United Kingdom, but it emanates from only a single source and mentions no fame extending to other territories. The Complainant's extensive trademark portfolio suggests that it might have a more substantial business with wider notoriety than that described regarding the United Kingdom but, if so, it has not produced evidence of this. A large trademark portfolio, by itself, does not support the contention that a given trademark is famous. The extent to which such mark has been used by the Complainant in Ukraine is unknown, and has not been evidenced.²

While there is some question as to the scope of the Complainant's notoriety, the Panel in any event places greater weight on the fact that the Respondent's client's brand references a dictionary term used in online gambling, and more generally, to indicate the period before a sporting engagement commences, the Panel considers that the Complainant has not demonstrated that the Respondent's client company's choice of name necessarily sets out to take unfair advantage of the Complainant's trademark, whereby the offering of services under such term could not sensibly be regarded as bona fide. As a betting term, or an adjective associated with sporting events, "Pre Match" is likely to have a high recognition factor among potential customers of gaming services, in and of itself, that would be read and understood semantically in its own right, insofar as the English language is a sporting lingua franca. The term is meaningful. It is independent of the Complainant's PARIMATCH trademark. Accordingly, on the balance of probabilities and on the present record, the Panel considers that the Respondent's client more probably selected the term in the disputed domain name for its semantic meaning rather than any association with the Complainant's mark that might call into question the bona fides of the gaming services it is preparing to offer. Crucially, the Panel does not accept the Complainant's assertion that the Parties' logos are substantially similar. While both logos have a black background, the other colors are different, and each features its own distinctive typeface. Both typefaces are italicized, such that the words have a slope, but the slope is slightly more pronounced in the Respondent's logo. The Complainant's logo is on two lines. The Respondent's logo is on a single line. The Respondent's logo has a lightning strike design on the initial letter while the Complainant's does not. The Respondent's logo has a white streak or splash effect on it while the Complainant's does not. All in all, there are more differences than similarities to be found in the Parties' logos, with the exception of the repeat of the word "match".

²As mentioned in the third element analysis below, the Panel notes the Respondent's unsupported allegation that the Complainant is the subject of sanctions in Ukraine. The Panel considers that merely being the subject of such sanctions, assuming the same had been adequately evidenced, would not necessarily indicate that the Complainant has a well-known or famous trademark, and does not by itself establish the existence of any particular notoriety, in that country.

Secondly, the Panel considers that the Respondent has demonstrated that its client has been commonly known as the disputed domain name. While paragraph 4(c)(ii) of the Policy calls for the Respondent itself to be commonly known by the disputed domain name, as opposed to any third party, the Panel is prepared to accept for present purposes that the Respondent was acting as agent for an underlying beneficial holder in the registration and holding of the disputed domain name, and that it is effectively the underlying beneficial holder whose name is relevant to this particular issue. The Respondent's client has been commonly known, as opposed to incidentally known, by the relevant corporate identifier apart from the disputed domain name. It has used its corporate name on an official gambling license application to the competent authority, and in connection with an application for a corresponding registered trademark. It has contracted with the Respondent for domain name registration services under such corporate name by way of a formal written contract. The documentation produced with the Response constitutes concrete, credible evidence of the use of the corresponding name beyond the mere incorporation of a company and the registration of the disputed domain name. [WIPO Overview 3.0](#), section 2.3.

The Panel finds the second element of the Policy has not been established.

D. 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 registered the disputed domain name on behalf of a client that seeks to provide gambling services in Ukraine under the name "Pre Match". The Respondent's client has incorporated, has applied for the requisite license, has applied for a trademark, has registered the disputed domain name, and has published a "teaser page" on the website associated with the disputed domain name in respect of its forthcoming commercial activities. As discussed in the preceding section, the Panel considers that the evidence does not demonstrate on the balance of probabilities that in taking these steps using the name "Pre Match" the Respondent's client necessarily intended to profit from or exploit the Complainant's trademark by the registration and use of the disputed domain name.

The term selected by the Respondent in the disputed domain name refers to a type of betting, and is a dictionary term relating to sporting events which is relevant to the Respondent's proposed commercial activities. It cannot be overlooked that this term is alphanumerically close to the Complainant's mark. However, in light of its semantic meaning, it is distinct from such mark, and is unlikely in the Panel's view to cause confusion or to create an association with it, at least on the evidence before the Panel. Crucially, there is insufficient evidence before the Panel that would lend any credence to the allegation that the Respondent was setting out to benefit from confusion or an association with the Complainant's mark by using the disputed domain name in connection with the logo on the associated website. As discussed in the preceding section, the Respondent's logo does not appear to the Panel to be substantially similar to the Complainant's logo.

In making this finding, the Panel does not rely to any extent on the Respondent's allegation that the Complainant is subject to sanctions preventing it from operating in Ukraine. This matter was the subject of an assertion by the Respondent but was not independently evidenced by it. In any event, even if the Complainant could not operate in Ukraine, this would not necessarily mean that its rights were not being targeted in the event that it had proved the notoriety of its mark to the Panel's satisfaction, and had shown on the balance of probabilities that the use of the term "Pre Match" in a gambling sense would lead to consumer confusion with that mark by way of apparent endorsement or association, and had demonstrated that the Respondent and/or its client more probably than not knew of and intended to profit from this unfairly.

The Panel adds for completeness that nothing in this decision is intended to have any impact upon the Parties' trademark opposition proceedings or related legal proceedings. The questions as to whether the Parties may or may not be able to co-exist in the field of online gambling in any particular jurisdiction, or as to whether the Respondent's trademark application may be opposed successfully by the Complainant, or as to

whether such proposed mark might be held to cause or not to cause confusion as a matter of trademark law in a particular jurisdiction, are beyond the scope of this proceeding. The Policy deals with issues of abusive cybersquatting in domain names and not wider trademark disputes such as has been described by the Parties here. Consequently, this decision is not addressed to any other forum in which the Parties' wider dispute(s) may be under consideration.

The Panel finds the third element of the Policy has not been established.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Sole Panelist

Date: October 17, 2024