

## **ADMINISTRATIVE PANEL DECISION**

Shannon Engine Support Limited v. berat tamer  
Case No. D2024-4277

### **1. The Parties**

The Complainant is Shannon Engine Support Limited, Ireland, represented by Tomkins & Co., Ireland.

The Respondent is berat tamer, Türkiye.

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

The disputed domain name <volumeleasedays.com> is registered with Dynadot Inc (the "Registrar").

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on October 17, 2024. On October 17, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 22, 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 October 28, 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 October 29, 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 November 1, 2024. In accordance with the Rules, paragraph 5, the due date for Response was November 21, 2024. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on November 25, 2024.

The Center appointed Mihaela Maravela as the sole panelist in this matter on November 29, 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**

According to information in the Complaint, the Complainant was established in 1988, and is a global leader in providing spare aircraft engines. The Complainant is headquartered in Ireland, and has marketing offices in China, Budapest, and Singapore. The Complainant has 35 years of combined experience and technical expertise in the aviation industry. The Complainant alleges to have been using the VOLUME LEASE DAYS trademark since 2012 and to continue using it in relation to services for the rental and leasing of aircraft engines.

The Complainant has registered or applied for several trademarks consisting of VOLUME LEASE DAYS, including the European Union trademark having registration number 019014942 registered as of October 3, 2024 (filed on April 17, 2024).

The disputed domain name was registered on April 17, 2024, and it resolves to a parked GoDaddy page, indicating that the disputed domain name is for sale for USD 2,850.

#### **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 it has applied on April 17, 2024, for a European Union trademark for VOLUME LEASE DAYS and this registration prima facie satisfies the threshold requirement of having a registered trademark right for the purposes of standing to file a UDRP case. Further, the Complainant submits that the disputed domain name is visually, phonetically and conceptually identical to the Complainant's registered trademark, as the disputed domain name consists exclusively of the Complainant's registered VOLUME LEASE DAYS trademark with no additions or alterations.

With respect to the second element, the Complainant argues that the Respondent, or any other third party, has not received authorisation from the Complainant to use the Complainant's VOLUME LEASE DAYS trademark, that the Respondent is not commonly known by the disputed domain name, and that the Respondent is not affiliated with the Complainant. The Respondent has registered the disputed domain name on the same date as the filing by the Complainant for registration of its VOLUME LEASE DAYS trademark in the European Union, which cannot be a mere coincidence, taking also into account that the Complainant's VOLUME LEASE DAYS trademark is a highly distinctive sign unique to the Complainant alone.

With respect to the third element, the Complainant argues that the Respondent knew of the Complainant's trademark application, and that was, in fact, the sole reason why the Respondent elected to register the disputed domain name on the same day. Furthermore, the Complainant submits that the Respondent's concealing of its identity through a privacy registration service further indicates registration and use of the disputed domain name in bad faith. The Respondent has offered the disputed domain name for sale for USD 2,850. This sum is likely more than any out-of-pocket costs directly related to the acquisition of the disputed domain name. Furthermore, considering that the disputed domain name is identical to the Complainant's trademark, the timing and circumstances of its registration, and a clear absence of rights or legitimate interests in the disputed domain name, its registration and use is undeniably in bad faith.

## **B. Respondent**

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

## **6. Discussion and Findings**

No response has been received from the Respondent in this case. However, given that the Complaint was sent to the relevant addresses disclosed by the Registrar, the Panel considers that this satisfies the requirement in paragraph 2(a) of the Rules to “employ reasonably available means calculated to achieve actual notice”. Accordingly, the Panel considers it can proceed to determine the Complaint based on the statements and documents submitted by the Complainant as per paragraph 15(a) of the Rules.

The applicable standard of proof in UDRP cases is the “balance of probabilities” or “preponderance of the evidence”, and the Panel can draw certain inferences in light of the particular facts and circumstances of the case. See section 4.2 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ([“WIPO Overview 3.0”](#)).

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, (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. 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 at the date of the Complaint in respect of the trademark VOLUME LEASE DAYS for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

It is the settled view of panels applying the Policy that the generic Top-Level Domains (“gTLD”) (here “.com”) may be disregarded under the first element test. See [WIPO Overview 3.0](#), section 1.11.

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.

Moreover, the Panel notes that the nature of the disputed domain name carries a high risk of implied affiliation, since the disputed domain name is identical to the trademark VOLUME LEASE DAYS. [WIPO Overview 3.0](#), at section 2.5.1.

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.

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.

In the present case, the Panel notes that the Respondent, based on the evidence submitted by the Complainant, knew or should have known that the disputed domain name consisted of the Complainant's trademark when it registered the disputed domain name. This is underlined by the fact that the disputed domain name is identical to the registered trademark VOLUME LEASE DAYS and was registered on the same day as the filing of the Complainant's trademark applications in the European Union and the United States, reflecting an intent to target the Complainant's nascent trademark rights. See section 3.8.2 of the [WIPO Overview 3.0](#).

The Complainant has proved that the disputed domain name is offered for sale. This, in view of the finding that the Respondent has no rights to or legitimate interests in the disputed domain name, given also the distinctiveness of the Complainant's trademark and the identity of the disputed domain name with the Complainant's trademarks, as well as the failure of the Respondent to present a credible rationale for registering the disputed domain name appears to signal an intention on the part of the Respondent to derive commercial gain from the resale of the disputed domain name, riding on the reputation of the Complainant's trademarks (this Panel accepts that the amount for which the disputed domain name has been put for sale presumably exceeds, without evidence to the contrary, the Respondent's out-of-pocket expenses in registering the disputed domain name). The circumstances referred to in paragraph 4(b)(i) of the Policy are applicable.

Moreover, the Respondent has not formally participated in these proceedings and has failed to rebut the Complainant's contentions and to provide any evidence of actual or contemplated good-faith use. In the Panel's view, the circumstances of the case represent evidence of registration and use in bad faith of the disputed domain name.

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 <volumeleasedays.com> be transferred to the Complainant.

*/Mihaela Maravela/*

**Mihaela Maravela**

Sole Panelist

Date: December 23, 2024