

## **ADMINISTRATIVE PANEL DECISION**

Asiapac Oil & Gas SDN. BHD v. Daniel Wall, AsiaPac Oil & Gas  
Case No. D2024-4282

### **1. The Parties**

The Complainant is Asiapac Oil & Gas SDN. BHD, Malaysia, represented by Messrs Joel & Mei, Malaysia.

The Respondent is Daniel Wall, AsiaPac Oil & Gas, Australia, represented by Messrs Mak LK & Co, Malaysia.

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

The disputed domain name <asiapac-og.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 October 17, 2024. On October 18, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 21, 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 (Daniel Frederick Wall) and contact information in the Complaint. The Center sent an email communication to the Complainant on October 22, 2024, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. On October 24, 2024, the Complainant sent an email communication to the Center indicating that it did not wish to amend the Complaint.

The Center verified that the 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 October 29, 2024. In accordance with the Rules, paragraph 5, the due date for Response was November 18, 2024. On November 16, 2024, the Respondent requested an additional four calendar days to submit the Response. The Response was filed with the Center on November 22, 2024.

The Center appointed Steven A. Maier 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. Identity of Respondent**

While the Complainant has declined to amend its Complaint in this regard, the Panel finds the proper Respondent in this case is the registrar-disclosed registrant, i.e.:

Registrant Name: Daniel Wall

Registrant Organization: AsiaPac Oil & Gas

The registration details include a street address in Australia.

#### **5. Factual Background**

The Complainant is a company registered in Malaysia. It is a supplier of oil and gas equipment and related services. The Complainant operates <asiapacholdings.co> and seems to be operating <asiapacoilandgas.com>.

The Complainant employed the (individual) Respondent as a Technical Advisor under a contract dated September 20, 2019. The contract appears to have been sent by the Complainant's managing director (at that time) using an email address <asiapacoilandgas.com>.

The disputed domain name was registered on October 19, 2020.

The Complainant avers, and the Respondent does not dispute, that the disputed domain name initially resolved to the Complainant's official website.

The Respondent's relationship with the Complainant appears to have ceased in or about April 2024, the Respondent claiming to have been constructively dismissed.

As of the date of the Complaint, the disputed domain name resolved to an inactive webpage.

#### **6. Parties' Contentions**

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

The Complainant claims common law trademark rights in the marks ASIAPAC OIL & GAS. It states that it has used that name continuously in commerce since its incorporation in October 2013 and that it is well known in the oil and gas industry. The Complainant claims revenues in excess of (the equivalent of) USD 7 million for the 2023 financial year. It also provides evidence of its participation in exhibitions and trade directories.

The Complainant contends that the disputed domain name is confusingly similar to its ASIAPAC OIL & GAS trademark. It submits that the disputed domain name wholly incorporates the name ASIAPAC, adding the letters "o" and "g", which are abbreviations of the terms "oil" and "gas".

The Complainant submits that the Respondent has no rights or legitimate interests in respect of the disputed domain name. It states that the Respondent was requested to obtain and maintain the disputed domain name on the Complainant's behalf, and that the Complainant reimbursed it for all expenses involved. The

Complainant submits that it never authorized the Respondent to make any other use of the disputed domain name and denies that the Respondent has ever had any other rights or legitimate interests in respect of it.

The Complainant submits that the disputed domain name was registered and is being used in bad faith.

The Complainant argues that the disputed domain name is so obviously confusing with the Complainant's ASIAPAC OIL & GAS trademark that it could only be used by the Respondent as an instrument of fraud.

The Complainant alleges that the Respondent has registered the disputed domain name in the name of a company that has a similar name to the Complainant, but is not the Complainant.

The Complainant contends that the Respondent has been associated, since at least December 2023, with a competing company, and provides evidence of the Respondent's telephone number being associated with that company. It submits that the Respondent is refusing to transfer the disputed domain name to the Complainant for the benefit of the competing company, by disrupting the Complainant's business, by preventing the Complainant from reflecting its trademark in the disputed domain name, and/or by seeking to divert Internet traffic away from the Complainant.

The Complainant requests the transfer of the disputed domain name.

## **B. Respondent**

The Respondent states that he no longer has access to the disputed domain name, and cannot therefore be deemed to be using the disputed domain name in bad faith.

The Respondent points out that the Complainant claims no registered trademark rights. He further contends that the Complainant was dormant until it commenced business operation in 2019, and states that the Complainant's claim to have used the ASIAPAC OIL & GAS trademark continuously from 2013 onwards is therefore untrue.

The Respondent states that he was a "pioneering member" of the Complainant and assisted the directors generally in establishing the company and its business. He states that his work included designing the Complainant's logo and creating its website and social media profiles. He denies that he was employed to obtain and register the disputed domain name, and states that he did so on his own initiative. The Respondent submits that there is no evidence that he was reimbursed for the disputed domain name, and contends that he has rights or legitimate interests in respect of the disputed domain name by virtue of being the legal and beneficial owner of it.

The Respondent states that the competing company to which the Complainant refers was only incorporated in May 2023. He submits that the disputed domain name could not therefore have been registered in October 2020 in order to benefit that company.

The Respondent denies having misused the disputed domain name at any time, or having redirected it away from the Complainant's website. He provides evidence that, between May and October 2024, he made various offers to transfer the disputed domain name to the Complainant, and in particular:

- that on May 17, 2024 he offered to transfer the disputed domain name to the Complainant;
- that on June 7, 2024 he provided a transfer code to the Complainant;
- that on July 9, 2024 he offered to generate a new transfer code, albeit on condition that the Complainant paid "outstanding salary" claimed by the Respondent; and
- that on October 15, 2024 he generated a new transfer code and sent it to the Complainant - seemingly without any conditions attached.

The Respondent states that the Complainant did not cooperate with any of these initiatives, and that the disputed domain name appeared subsequently to be locked as a result of this proceeding.

The Respondent submits, in the circumstances, that the Complainant has never genuinely wished to take control of the disputed domain name, and that its motivation is in fact to harass the Respondent. He contends that this forms part of a pattern of harassment, which includes his constructive dismissal by the Complainant.

## 7. Discussion and Findings

In order to succeed in the Complaint, the Complainant is required to show that all three of the elements set out under paragraph 4(a) of the Policy are present. Those elements are that:

- (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.

However, section 4.10 of WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ([“WIPO Overview 3.0”](#)) provides as follows:

“Where parties to a UDRP proceeding have not been able to settle their dispute prior to the issuance of a panel decision using the “standard settlement process” described above, but where the respondent has nevertheless given its consent on the record to the transfer (or cancellation) remedy sought by the complainant, many panels will order the requested remedy solely on the basis of such consent. In such cases, the panel gives effect to an understood party agreement as to the disposition of their case (whether by virtue of deemed admission, or on a no-fault basis).

In some cases, despite such respondent consent, a panel may in its discretion still find it appropriate to proceed to a substantive decision on the merits. Scenarios in which a panel may find it appropriate to do so include (i) where the panel finds a broader interest in recording a substantive decision on the merits – notably recalling UDRP paragraph 4(b)(ii) discussing a pattern of bad faith conduct, (ii) where while consenting to the requested remedy the respondent has expressly disclaimed any bad faith, (iii) where the complainant has not agreed to accept such consent and has expressed a preference for a recorded decision, (iv) where there is ambiguity as to the scope of the respondent’s consent, or (v) where the panel wishes to be certain that the complainant has shown that it possesses relevant trademark rights.”

In this case, the Panel finds that the Respondent has given its consent on the record for the transfer of the disputed domain name, and that there is no persuasive reason to proceed to a full decision on the merits of the case. In particular, the Respondent appears unconditionally to have offered to transfer the disputed domain name to the Complainant on May 17, June 17, and October 15, 2024, and while his offer dated July 9, 2024 was subject to a condition concerning claimed unpaid salary, the latest offer, dated October 15, 2024, contained no such condition.

The Panel therefore considers this an appropriate case in which to order a transfer of the disputed domain name based on the Respondent’s consent on the record to such transfer.

## 8. 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 <asiapac-og.com> be transferred to the Complainant.

*/Steven A. Maier/*

**Steven A. Maier**

Sole Panelist

Date: December 6, 2024