

ADMINISTRATIVE PANEL DECISION RELATED TO THE REQUEST TO CHANGE THE LANGUAGE OF THE ADR PROCEEDING

Escort Inc. v. Robert Šatník, AntiRadary.NET s.r.o.

Case No. DEUL2024-0006

1. The Parties

The Complainant is Escort Inc., of United States of America, represented by K&L Gates, United Kingdom.

The Respondent is Robert Šatník, AntiRadary.NET s.r.o., of Czech Republic.

2. The Domain Name, Registry and Registrar

The disputed domain name is <escortradar.eu>.

The Registry of the disputed domain name is the European Registry for Internet Domains (“EURid” or the “Registry”).

The Registrar of the disputed domain name is INTERNET CZ, a.s.

3. Procedural History

The Request to Change the Language of the ADR Proceeding (the “Request”) was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) pursuant to the .eu Alternative Dispute Resolution Rules (the “ADR Rules”), Paragraph A(3)(b), on October 30, 2024. On October 30, 2024, the Center transmitted by email to the Registry a request for registrar verification in connection with the disputed domain name. On October 31, 2024, the Registry transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

In accordance with the ADR Rules, Paragraph A(3)(b)(3), the Center formally notified the Respondent of the Request in English and in Czech, and the proceedings commenced on November 1, 2024. In accordance with the ADR Rules, Paragraph A(3)(b)(4), the due date for Response was November 13, 2024. The Respondent submitted a response in Czech on November 11, 2024. Accordingly, the Center acknowledged receipt of the Response on November 12, 2024.

The Center appointed Edoardo Fano as the sole panelist in this matter on November 21, 2024 in accordance with the ADR Rules, Paragraph A(3)(b)(4). 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 ADR Rules, Paragraph B(5).

4. Factual Background

According to the Registry's Whois database, the language of the registration agreement of the disputed domain name is Czech.

5. Parties' Contentions

A. Complainant

The Complainant requests the language of the ADR proceeding to be changed from Czech to English for the following reasons:

- i) English is the primary language for international relations and is a mutually understood language between the Complainant, the Respondent, and Registrar;
- ii) All content on the webpage under the disputed domain name <escortradar.eu> is in the English language.

B. Respondent

The Respondent requests the language of the ADR proceeding to be maintained Czech for the following reasons:

- i) Section A (General Provisions), Article 3 (Language of Proceedings), paragraph (a) of the effective Rules for Alternative Dispute Resolution for .eu ("Rules"), stipulates that the language of the proceedings shall be the language of the registration agreement, unless otherwise agreed by the parties;
- ii) The registration agreement is in Czech. The Complainant has not agreed with the Respondent to use another language, nor has it even attempted such an agreement, as the Complainant has never contacted the Respondent in this regard. Under the general rule, therefore, the proceedings should be conducted in Czech;
- iii) The Defendant is a Czech legal entity with exclusively Czech management and statutory bodies, as well as Czech legal representation;
- iv) The Registrar is a Czech legal entity with a Czech statutory body;
- v) Conducting the proceedings in English would unreasonably increase the Respondent's costs for legal representation and administrative expenses associated with translating technical documents from English to Czech. The Complainant could have chosen a Czech-speaking legal representative but chose not to do so, which was its free choice. It would not be fair for the Respondent to bear the costs of the Complainant's free choice;
- vi) Although the Respondent operates an e-shop in English at the disputed domain name, this operation is handled by selected employees with knowledge of English in the relevant field, who are not capable of communicating in English about complex legal matters, nor is it part of their job description. The language used on the website, which is the subject of the dispute, has no relevance to the appropriateness of the language chosen for the proceedings.

6. Discussion and Findings

In accordance with Paragraph A(3)(a) of the ADR Rules, “unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the ADR Proceeding shall be the language of the Registration Agreement for the disputed domain name. In the absence of an agreement between the Parties, the Panel may in its sole discretion, having regard to the circumstances of the ADR Proceeding, decide on the written request of a Complainant that the language of the ADR Proceeding will be different than the language of the Registration Agreement for the disputed domain name”.

In the case at hand, the Panel has not been made aware of any agreement between the Parties pertaining to the language of the proceedings. Furthermore, it results from the registrar verification that the language of the registration agreement is Czech.

Paragraph B(7) of the ADR Rules vests a panel with authority to conduct the proceedings in a manner it considers appropriate while also ensuring both that the parties are treated with equality, and that each party is given a fair opportunity to present its case.

The Panel notes that the statements provided by the Complainant have been challenged by the Respondent, clearly confirming that there is no agreement between the Parties about changing the language of the ADR proceeding from Czech to English. The Respondent’s objections clearly reflect that changing the language of the ADR proceeding would impede the Respondent’s right to defend itself since the Respondent is based in the Czech Republic without the necessary technical comprehension of English required to properly reply to the Complainant’s legal claims. As stated in *Formlabs Inc. v. Eduard de Boer, Wezacon*, WIPO Case No. DEUL2018-0002, “the right for the Respondent to properly defend itself outweighs the costs and inconvenience of a translation of the Complaint by the Complainant”.

In view of the circumstances of the case, the Panel finds that the language of the registration agreement, namely Czech, is the appropriate language of this proceeding.

7. Decision

For the foregoing reasons, the Request is denied.

This Panel’s decision shall be final and not subject to appeal.

/Edoardo Fano/

Edoardo Fano

Sole Panelist

Date: November 26, 2024